

of a UNE Combination Qwest provides, as well as the access provided to that UNE Combination, will be equal between all Carriers requesting access to that UNE Combination; and, where Technically Feasible, the access and UNE Combination provided by Qwest will be provided in "substantially the same time and manner" to that which Qwest provides to itself. In those situations where Qwest does not provide access to UNE Combinations itself, Qwest will provide access in a manner that provides CLEC with a meaningful opportunity to compete.

9.23.3.2 CLEC may request access to and, where appropriate, development of, additional UNE Combinations. For UNEs Qwest currently combines in its network CLEC can use the Special Request Process (SRP) set forth in Exhibit F. For UNEs that Qwest does not currently combine, CLEC must use the Bona Fide Request Process (BFR). In its BFR or SRP request, CLEC must identify the specific combination of UNEs, identifying each individual UNE by name as described in this Agreement.

9.23.3.3 If CLEC is obtaining services from Qwest under an arrangement or agreement that includes the application of termination liability assessment (TLA) or minimum period charges, and if CLEC wishes to convert such services to UNEs or a UNE Combination, the conversion of such services will not be delayed due to the applicability of TLA or minimum period charges. The applicability of such charges is governed by the terms of the original agreement, Tariff or arrangement.

9.23.3.4 For installation of new UNE Combinations, CLEC will request the same Due Date for all UNEs that make up such combination and CLEC will not be assessed UNE rates for UNEs ordered in combination until access to all UNEs that make up such combination have been provisioned to CLEC as a combination, unless a UNE is not available until a later time and CLEC elects to have Qwest provision the other elements before all elements are available.

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9.23.3.7 Enhanced Extended Loop (EEL) -- EEL is a combination of Loop and dedicated interoffice transport used for the purpose of connecting an end user customer to CLEC's collocation and may also include multiplexing. EEL transport and Loop facilities may utilize DS0 through DS3 bandwidths. The terms and conditions of Section 9.6 shall apply to the Unbundled Dedicated Interoffice Transport portion of the EEL. The terms and conditions of Section 9.2 shall apply to the Loop portion of the EEL. EEL is offered as a conversion from private line/special access or as new installation subject to the terms of Section 9.1.1.

9.23.3.7.1 Service Eligibility Criteria in Section 9.1.1.10 apply to combinations of high capacity (DS1 and DS3) Loops and interoffice transport (high capacity EELs). This includes new UNE EELs, EEL conversions (including commingled EEL conversions) or new commingled EELs (e.g., high capacity loops attached to special access transport). CLEC cannot utilize combinations of Unbundled Network Elements that include DS1 or DS3 Unbundled Loops and DS1 or DS3 Unbundled Dedicated Interoffice Transport (UDIT) to create high capacity EELs unless CLEC certifies to Qwest that the EELs meet the Service Eligibility Criteria in Section 9.1.1.10.

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9.23.3.7.2.11 CLEC may request the conversion of an existing private line/special access service to an EEL. Retail and/or resale private line circuits (including multiplexing) may be converted to EEL if the conversion is Technically Feasible and they meet the terms of Section 9.1.1. Qwest will provide CLEC with conversions to EELs according to the standard intervals set forth in Exhibit C. Work performed by Qwest to provide Commingled EELs at CLEC's request or to provide services that are not subject to standard provisioning intervals will not be subject to performance measures and remedies, if any, contained in this Agreement or elsewhere, by virtue of that service's inclusion in a requested Commingled EEL service arrangement. Provisioning intervals applicable to services included in a requested Commingled service arrangement will not begin to run until CLEC provides a complete and accurate service request, necessary CFAs to Qwest, and Qwest completes work required to provide for the Commingling that is in addition to work required to provision the service as a stand-alone facility or service.

9.23.3.7.2.11.1 Intentionally Left Blank.

9.23.3.7.2.12 EEL can also be ordered as a new installation of circuits for the purpose of CLEC providing services to end user customers.

9.23.3.7.2.12.1 Terms and Conditions

9.23.3.7.2.12.2 Intentionally Left Blank.

9.23.3.7.2.12.3 One (1) end of the interoffice facility of a high capacity EEL must originate at CLEC's Collocation in a Wire Center other than the Serving Wire Center of the Loop.

9.23.3.7.2.12.4 Point-to-Point EEL combinations consist of Loops and interoffice transport of the same bandwidth. High capacity point-to-point EELs must originate from CLEC's Collocation in a Wire Center other than the Serving Wire Center of the Loop. When multiplexing is requested, EEL may consist of Loops and interoffice transport of different bandwidths (multiplexed EEL).

9.23.3.7.2.12.5 Intentionally Left Blank.

9.23.3.7.2.12.6 Installation intervals are set forth in Exhibit C and in the Service Interval Guide (SIG) on the following web site address: <http://www.qwest.com/carrier/guides/sig/index.html>.

9.23.3.7.2.12.7 Intentionally Left Blank.

9.23.3.7.2.12.8 EEL is available only where existing facilities are available, or if facilities are not available at a location desired by CLEC to which Qwest has deployed facilities because all of such existing suitable facilities are in use serving other end user customers, Qwest will build facilities to enable the delivery of EEL at the desired location.

9.23.3.7.2.12.9 Rearrangements may be requested for work to be performed by Qwest on an existing EEL or on some private line/special access circuits when coupled with a conversion-as-specified request to convert to EEL.

#### 9.23.3.8 Ordering

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9.23.3.8.2 CLEC will submit EEL orders using the LSR process.

9.23.3.8.3 Qwest will install the appropriate channel card based on the DS0 EEL Loop LSR order and apply the charges.

9.23.3.8.4 Intentionally Left Blank.

9.23.3.8.5 One (1) LSR is required when CLEC orders Point-to-Point EEL, Multiplexed EEL and EEL Loops.

9.23.3.8.6 Out of Hours Project Coordinated Installations: CLEC may request project coordinated installations outside of Qwest's standard installation hours. This permits CLEC to obtain a coordinated installation for EEL where CLEC requests work to be performed outside of Qwest's standard installation hours. For purposes of this Section, Qwest's standard installation hours are 8:00 a.m. to 5:00 p.m. (local time), Monday through Friday, excluding holidays. Installations commencing outside of these hours are considered to be out of hours project coordinated installations.

9.23.3.8.6.1 The date and time for the out of hours project coordinated installation requires up-front planning and shall be negotiated between Qwest and CLEC. All requests will be processed on a first come, first served basis and are subject to Qwest's ability to meet a reasonable demand. Considerations such as volumes, system down time, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same appointment times in the same Switch (Switch contention) must be reviewed.

9.23.3.8.6.2 To request out of hours project coordinated installations, CLEC will submit an LSR designating the desired appointment time. CLEC must specify an out of hours project coordinated Installation in the "remarks" section of the LSR.

#### 9.23.3.9 Rate Elements

Exhibit A provides recurring and nonrecurring rates for EEL and also provides any applicable Miscellaneous Charges.

9.23.3.9.1 EEL Loop. The EEL Loop is the Loop connection between the end user customer premises and the Serving Wire Center. EEL Loop is available in DS0, DS1, and DS3 bandwidths. Recurring and nonrecurring charges apply.

9.23.3.9.2 EEL Transport. EEL Transport consists of the dedicated interoffice facilities between Qwest Wire Centers. EEL Transport is available in DS0, DS1, and DS3 bandwidths. Recurring charges apply.

9.23.3.9.3 EEL Multiplexing. EEL multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. EEL multiplexing is ordered with EEL Transport. Recurring and nonrecurring charges apply.

9.23.3.9.4 DS0 Low Side Channelization and DS0 MUX Low Side Channelization. EEL DS0 Channel Cards are required for each DS0 EEL Loop. Channel Cards are available for Analog Loop Start, Ground Start, Reverse Battery, and No Signaling.

9.23.3.9.5 Intentionally Left Blank.

9.23.3.9.6 Rearrangements. Nonrecurring charges apply for work performed by Qwest on an existing EEL or on private line/special access circuits when coupled with a conversion-as-specified request to convert to EEL.

9.23.3.9.7 Nonrecurring charges apply for conversions of private line/Special Access to EEL.

9.23.3.9.8 Miscellaneous Charges. The following miscellaneous services, as described in Section 9.1.12, are available with EEL. Miscellaneous Charges apply for miscellaneous services.

- a) Additional labor – installation Miscellaneous Charges apply for out-of-hours project coordinated installations scheduled to commence out of hours, or rescheduled by CLEC to commence out of hours, in addition to

standard nonrecurring charges for the installation

- b) Additional labor – other Miscellaneous Charges apply for Optional Testing
- c) Cancellation
- d) Design change
- e) Dispatch
- f) Expedite
- g) Maintenance of Service.

9.23.3.10 CLEC may request access to and, where appropriate, development of, additional UNE Combinations. For UNEs Qwest currently combines in its network, CLEC can use the Special Request Process (SRP) set forth in Exhibit F. For UNEs that Qwest does not currently combine, CLEC must use the Bona Fide Request Process (BFR). In its BFR or SRP request, CLEC must identify the specific combination of UNEs, identifying each individual UNE by name as described in this Agreement.

9.23.3.11 Intentionally Left Blank.

9.23.3.12 If CLEC is obtaining services from Qwest under an arrangement or agreement that includes the application of termination liability assessment (TLA) or minimum period charges, and if CLEC wishes to convert such services to UNEs or a UNE Combination, the conversion of such services will not be delayed due to the applicability of TLA or minimum period charges. The applicability of such charges is governed by the terms of the original agreement, Tariff or arrangement. Nothing herein shall be construed as expanding the rights otherwise granted by this Agreement or by law to elect to make such conversions.

9.23.3.13 For installation of new UNE Combinations, CLEC will not be assessed UNE rates for UNEs ordered in combination until access to all UNEs that make up such combination have been provisioned to CLEC as a combination.

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9.23.3.16 In the event that Qwest is authorized under this Agreement and Existing Rules to terminate the Provisioning of any UNE Combination service to CLEC and Qwest terminates such provisioning, CLEC shall be responsible for providing any and all necessary notice to its customers of the termination. In no case shall Qwest be responsible for providing such notice to CLEC's customers. Qwest shall only be required to notify CLEC of Qwest's termination of the UNE Combination service on a timely basis consistent with Commission rules and notice requirements.

9.23.3.17 CLEC, or CLEC's agent, shall act as the single point of contact for its customers' service needs, including without limitation, sales, service design, order

taking, Provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, Billing, collection and inquiry. CLEC shall inform its customers that they are customers of CLEC. CLEC's customers contacting Qwest will be instructed to contact CLEC, and Qwest's customers contacting CLEC will be instructed to contact Qwest. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of local Exchange Service; however, nothing in this Agreement shall be deemed to prohibit Qwest or CLEC from discussing its products and services with CLEC's or Qwest's customers who call the other Party seeking such information.

#### **9.23.4 Rates and Charges**

9.23.4.1 The rates and recurring and nonrecurring charges for the individual Unbundled Network Elements that comprise UNE Combinations are contained in Exhibit A, and Exhibit A also provides any applicable Miscellaneous Charges.

9.23.4.1.1 Recurring monthly charges for each Unbundled Network Element that comprise the UNE Combination shall apply when a UNE Combination is ordered.

9.23.4.1.2 Nonrecurring charges, if any, will apply based upon the cost to Qwest of Provisioning the UNE Combination and providing access to the UNE Combination.

9.23.4.1.3 Miscellaneous Charges will apply based upon Qwest providing miscellaneous services, if made available, with UNE combination.

9.23.4.2 If the Commission takes any action to adjust the rates previously ordered, Qwest will make a compliance filing to incorporate the adjusted rates into Exhibit A. Upon the compliance filing by Qwest, the Parties will abide by the adjusted rates on a going-forward basis, or as ordered by the Commission.

9.23.4.3 CLEC shall be responsible for Billing its customers served over UNE Combinations for surcharges required of CLEC by statute, regulation or otherwise required.

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9.23.4.6 Qwest shall have a reasonable amount of time to implement system or other changes necessary to bill CLEC for Commission-ordered rates or charges associated with UNE Combinations, but any such Commission-order rate change will be implemented within one-hundred twenty (120) days unless otherwise ordered.

#### **9.23.5 Ordering Process**

9.23.5.1 UNE Combinations and associated products and services are ordered via an LSR or ASR, as appropriate. Ordering processes are contained in this Agreement and in the PCAT. The following is a high-level description of the ordering process:

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9.23.5.1.3 Step 1: Complete product questionnaire with account team representative.

9.23.5.1.4 Step 2: Obtain Billing Account Number (BAN) through account team representative.

9.23.5.1.5 Step 3: Allow two (2) to three (3) weeks from Qwest's receipt of a completed questionnaire for accurate loading of UNE Combination rates to the Qwest Billing system.

9.23.5.1.6 Step 4: After account team notification, place UNE Combination orders via an LSR or ASR, as appropriate.

9.23.5.1.7 Additional information regarding the ordering processes are located at: [http://www.qwest.com/wholesale/solutions/clecFacility/une\\_p\\_c.html](http://www.qwest.com/wholesale/solutions/clecFacility/une_p_c.html).

9.23.5.2 Prior to placing an order on behalf of each customer, CLEC shall be responsible for obtaining and have in its possession a Proof of Authorization as set forth in this Agreement.

9.23.5.3 Standard service intervals for each EEL are set forth in Exhibit C. For UNE Combinations with appropriate retail analogues, CLEC and Qwest will use the standard Provisioning interval for the equivalent retail service. CLEC and Qwest can mutually agree to Due Dates other than the standard interval.

9.23.5.4 Due Date intervals are established when Qwest receives a complete and accurate Local Service Request (LSR) or Access Service Request (ASR) made through the IMA, EDI or Exact interfaces or through facsimile. For EEL, the date the LSR or ASR is received is considered the start of the service interval if the order is received on a business day prior to 3:00 p.m. For EEL, the service interval will begin on the next business day for service requests received on a non-business day or after 3:00 p.m. on a business day. Business days exclude Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day and Christmas Day.

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9.23.5.6 Intentionally Left Blank.

9.23.5.7 For EELs, CLEC shall provide Qwest and Qwest shall provide CLEC with points of contact for order entry, problem resolution, repair, and in the event special attention is required on service request.

## 9.23.6 Billing

9.23.6.1 Qwest shall provide CLEC, on a monthly basis, within seven (7) to ten (10) Days of the last day of the most recent Billing period, in an agreed upon standard electronic Billing format, Billing information including (1) a summary bill, and (2)

individual end user customer sub-account information consistent with the samples available for CLEC review.

### **9.23.7 Maintenance and Repair**

9.23.7.1 Qwest will maintain facilities and equipment that comprise the service provided to CLEC as a UNE Combination. CLEC or its end user customer may not rearrange, move, disconnect or attempt to repair Qwest facilities or equipment, other than by connection or disconnection to any interface between Qwest and the customer, without the written consent of Qwest.

## **9.24 Loop Splitting**

### **9.24.1 Description**

Loop Splitting provides CLEC/DLEC with the opportunity to offer advanced data service simultaneously with voice service over an existing Unbundled Loop by using the frequency range above the voice band on the copper Loop. The advanced data service may be provided by the Customer of Record (the voice service provider) or another data service provider chosen by the Customer of Record. The Splitter separates the voice and data traffic and allows the copper Loop to be used for simultaneous DLEC data transmission and CLEC provided voice service to the end user customer. "CLEC" will herein be referred to as the voice service provider while "DLEC" will be referred to as the advanced data service provider. CLEC and DLEC may be the same entity.

9.24.1.1 With regard to Qwest's current requirement that Loop Splitting be offered over an existing Unbundled Loop, Qwest acknowledges that there are ongoing industry discussions regarding the Provisioning of Loop Splitting over a new Unbundled Loop. If as a result of those discussions, a process is developed for Loop Splitting over a new Loop, Qwest will amend its Agreement to eliminate the limitation of Loop Splitting to existing Unbundled Loops.

### **9.24.2 Terms and Conditions**

#### **9.24.2.1 General**

9.24.2.1.1 Qwest is not responsible for providing the Splitter, filter(s) and/or other equipment necessary for the end user customer to receive separate voice and data service across a single copper Loop.

9.24.2.1.2 To order Loop Splitting, CLEC/DLEC must have a Splitter installed in the Qwest Wire Center that serves the end user customer. The Splitter must meet the requirements for Central Office equipment Collocation set by the FCC or be compliant with ANSI T1.413.

9.24.2.1.3 There may only be one DLEC at any given time that provides advanced data service on any given Unbundled Loop.

9.24.2.1.4 If Loop Splitting is requested for an analog Loop, the Loop must be converted to a 2/4 wire non-loaded Loop.



9.24.2.1.4.1 The Customer of Record will be able to request conditioning of the Unbundled Loop. Qwest will perform requested conditioning of Unbundled Loops to remove load coils and excess Bridged Taps under the terms and conditions associated with Loop conditioning contained in Section 9.2 of this Agreement.

9.24.2.1.4.2 If requested conditioning significantly degrades the existing service over the Unbundled Loop to the point that it is unacceptable to CLEC, Customer of Record shall pay to convert back to an analog Loop.

9.24.2.1.5 Splitters may be installed in Qwest Wire Centers at the discretion of CLEC/DLEC via the standard or Common Area Splitter Collocation arrangements set forth in the Collocation Section of this Agreement. Under either option, Splitters will be appropriately hard-wired or pre-wired so that points of termination are kept to a minimum. For Loop Splitting, Qwest shall use the same length of tie pairs as it uses for other split services provided under this Agreement, except for the additional CLEC-to-CLEC connection, which is required for Loop Splitting.

### 9.24.3 Rate Elements

Recurring and nonrecurring charges for the following Loop Splitting rate elements are contained in Exhibit A, and Exhibit A also provides Miscellaneous Charges.

#### 9.24.3.1 Recurring Rates

9.24.3.1.1 Interconnection Tie Pairs (ITP) - A monthly recurring charge to recover the costs associated with the use of ITPs.

9.24.3.1.2 OSS Charge – A monthly recurring charge to recover the cost of the OSS modifications necessary to provide access to the high frequency portion of the Unbundled Loop.

#### 9.24.3.2 Nonrecurring Rates

9.24.3.2.1 Basic Installation Charge – A nonrecurring charge for Loop Splitting installed will apply.

9.24.3.3 Miscellaneous Charges. All miscellaneous services as described in Section 9.1.12 are available with Subloop. Miscellaneous Charges apply for miscellaneous services.

9.24.3.4 Rates for Splitter Collocation are included in Exhibit A of this Agreement.

9.24.3.5 All of these rates are interim and will be subject to true-up based on either mutually agreed permanent rates or permanent rates established in a cost proceeding conducted by the Commission. In the event interim rates are established by the Commission before permanent rates are set, the interim rates set forth in Exhibit A will be changed to reflect the interim rates set by the Commission; however, no true up will be performed until mutually agreed to permanent rates are established or permanent

rates are established by the Commission.

#### **9.24.4 Ordering Process**

##### **9.24.4.1 Loop Splitting**

9.24.4.1.1 As a part of the pre-order process, CLEC/DLEC may access Loop characteristic information through the Loop Information Tool described in the Access to OSS Section. The Customer of Record will determine, in its sole discretion and at its risk, whether to add data services to any specific Unbundled Loop.

9.24.4.1.2 The Customer of Record will provide on the LSR, the appropriate frame terminations that are dedicated to Splitters. Qwest will administer all cross connects/jumpers on the COSMIC/MDF and IDF.

9.24.4.1.3 Basic Installation "lift and lay" procedure will be used for all Loop Splitting orders. Under this approach, a Qwest technician "lifts" the Loop from its current termination in a Qwest Wire Center and "lays" it on a new termination connecting to CLEC's/DLEC's collocated equipment in the same Wire Center.

9.24.4.1.4 The Customer of Record shall not place orders for Loop Splitting until all work necessary to provision Loop Splitting in a given Qwest Wire Center, including, but not limited to, Splitter installation and tie cable reclassification or augmentation has been completed.

9.24.4.1.5 The Customer of Record shall submit the appropriate LSRs associated with establishing Unbundled Loop and Loop Splitting.

9.24.4.1.6 If the voice service is disconnected on a Loop Splitting arrangement, the Loop Splitting arrangement shall terminate. CLEC may arrange to provide DSL service to the end user customer through purchase of another product.

#### **9.24.5 Billing**

9.24.5.1 Qwest shall provide a bill to the Customer of Record, on a monthly basis, within seven (7) to ten (10) Days of the last day of the most recent Billing period, in an agreed upon standard electronic Billing format.

9.24.5.2 Qwest shall bill the Customer of Record for all recurring and nonrecurring Loop Splitting rate elements.

#### **9.24.6 Repair and Maintenance**

9.24.6.1 Qwest will allow CLEC/DLEC to access Loop Splitting at the point where the combined voice and data Loop is cross connected to the Splitter.

9.24.6.2 The Customer of Record will be responsible for reporting to Qwest service troubles provided over Loop Splitting. Qwest will be responsible to repair troubles on the physical line between Network Interface Devices at the end user

customer premises and the point of demarcation in Qwest Wire Centers. Qwest, CLEC and DLEC each will be responsible for maintaining its equipment. The entity that controls the Splitters will be responsible for their maintenance.

9.24.6.3 Qwest, CLEC and DLEC will continue to develop repair and maintenance procedures for Loop Splitting and agree to document final agreed to procedures in a methods and procedures document that will be made available on Qwest's web site.

#### **9.24.7 Customer of Record and Authorized Agents**

9.24.7.1 "Customer of Record" is defined for the purposes of this section as the voice service provider. Qwest will bill the Customer of Record for Loop Splitting. The Customer of Record may designate an authorized agent pursuant to the terms of sections 9.24.7.2 and 9.24.7.3 to perform ordering and/or Maintenance and Repair functions.

9.24.7.2 In order for the authorized agent of the Customer of Record to perform ordering and/or Maintenance and Repair functions, the Customer of Record must provide its authorized agent the necessary access and security devices, including but not limited to user identifications, digital certificates and SecurID cards, that will allow the authorized agent to access the records of the Customer of Record. Such access will be managed by the Customer of Record.

9.24.7.3 The Customer of Record shall hold Qwest harmless with regard to any harm Customer of Record receives as a direct and proximate result of the acts or omissions of the authorized agent of the Customer of Record or any other Person who has obtained from the Customer of Record the necessary access and security devices, including but not limited to user identifications, digital certificates and SecurID cards, that allow such Person to access the records of the Customer of Record unless such access and security devices were wrongfully obtained by such Person through the willful or negligent behavior of Qwest.

#### **9.25 Loop-Mux Combination (LMC)**

##### **9.25.1 Description**

9.25.1.1 Loop-mux combination (LMC) is an unbundled Loop as defined in Section 9.2 of this Agreement (referred to in this Section as a LMC Loop) Commingled with a private line (PLT), or with a special access (SA), Tariffed DS1 or DS3 multiplexed facility with no interoffice transport. The PLT/SA multiplexed facility is provided as either an Interconnection Tie Pair (ITP) or Expanded Interconnection Termination (EICT) from the high side of the multiplexer to CLEC's Collocation. The multiplexer and the Collocation must be located in the same Qwest Wire Center.

9.25.1.2 LMC provides CLEC with the ability to access end user customers and aggregate DS1 or DS0 unbundled Loops to a higher bandwidth via a PLT/SA DS1 or DS3 multiplexer. There is no interoffice transport between the multiplexer and CLEC's Collocation.

9.25.1.3 Qwest offers the LMC Loop as a billing conversion or as new provisioning.

#### 9.25.2 Terms and Conditions

9.25.2.1 An Extended Enhanced Loop (EEL) may be commingled with the PLT/SA multiplexed facility.

9.25.2.2 LMC Loops will be provisioned where existing facilities are available. If facilities are not available, upon CLEC request, Qwest will build facilities subject to the requirements set forth in Sections 9.1.2.1 and 9.19.

9.25.2.3 The PLT/SA DS1 or DS3 multiplexed facility must terminate in a Collocation.

9.25.2.4 The multiplexed facility is subject to all terms and conditions (ordering, provisioning, and billing) of the appropriate Tariff.

9.25.2.5 The multiplexer and the Collocation must be located in the same Qwest Wire Center.

9.25.2.6 Rearrangements may be requested for work to be performed by Qwest on an existing LMC Loop, or on some private line/special access circuits, when coupled with a conversion-as-specified request to convert to LMC Loop.

#### 9.25.3 Rate Elements

Exhibit A provides recurring and nonrecurring rates for LMC and also provides any applicable Miscellaneous Charges.

9.25.3.1 The LMC Loop is the Loop connection between the end user customer Premises and the multiplexer in the serving Wire Center where CLEC is Collocated. LMC Loop is available in DS0 and DS1. Recurring and non-recurring charges apply.

9.25.3.2 DS0 Mux Low Side Channelization. LMC DS0 channel cards are required for each DS0 LMC Loop connected to a 1/0 LMC multiplexer. Channel cards are available for analog loop start, ground start, reverse battery, and no signaling. See channel performance for recurring charges.

9.25.3.3 Nonrecurring charges apply for billing conversions to LMC Loop.

9.25.3.4 Nonrecurring charge apply for rearrangements of an existing LMC Loop, or on some private line/special access circuits, when coupled with a conversion-as-specified request to convert to LMC Loop.

9.25.3.5 Nonrecurring charges apply for conversion of private line/special access to LMC.

9.25.3.6 Miscellaneous Charges. The following miscellaneous services, as described in Section 9.1.12, are available with LMC. Miscellaneous Charges

apply for miscellaneous services.

- a) Additional labor – installation Miscellaneous Charges apply for out-of-hours project coordinated installations scheduled to commence out of hours, or rescheduled by CLEC to commence out of hours, in addition to standard nonrecurring charges for the installation
- b) Additional labor – other Miscellaneous Charges apply for Optional Testing
- c) Cancellation
- d) Design change
- e) Dispatch
- f) Expedite
- g) Maintenance of Service

#### **9.25.4 Ordering Process**

9.25.4.1 Ordering processes for LMC Loop(s) are contained in this Agreement and in Qwest's Product Catalog (PCAT). The following is a high-level description of the ordering process:

9.25.4.1.1 Step 1: Complete product questionnaire for LMC Loop(s) with account team representative.

9.25.4.1.2 Step 2: Obtain billing account number (BAN) through account team representative.

9.25.4.1.3 Step 3: Allow two (2) to three (3) weeks from Qwest's receipt of a completed questionnaire for accurate loading of LMC rates to the Qwest billing system.

9.25.4.1.4 Step 4: After account team notification, place LMC Loop orders via an LSR.

9.25.4.2 Prior to placing an order on behalf of each customer, CLEC shall be responsible for obtaining and have in its possession a Proof of Authorization (POA) as set forth in this Agreement.

9.25.4.3 Standard service intervals for LMC Loops are in the Service Interval Guide (SIG) available at [www.qwest.com/wholesale](http://www.qwest.com/wholesale).

9.25.4.4 Due date intervals are established when Qwest receives a complete and accurate LSR made through the IMA or EDI interfaces or through facsimile. For LMC Loops, the date the LSR is received is considered the start of the service interval if the order is received on a business day prior to 3:00 p.m. For LMC Loops, the service interval will begin on the next business day for service requests received on a non-business day or after 3:00 p.m. on a

business day. Business days exclude Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day (4<sup>th</sup> of July), Labor Day, Thanksgiving Day and Christmas Day.

9.25.4.5 Out of Hours Project Coordinated Installations: CLEC may request an out of hours project coordinated installation. This permits CLEC to obtain a coordinated installation for LMC Loops with installation work performed by Qwest outside of Qwest's standard installation hours. For purposes of this Section, Qwest's standard installation hours are 8:00 a.m. to 5:00 p.m. (local time), Monday through Friday, except holidays. Installations commencing outside of these hours are considered to be out of hours project coordinated installations.

9.25.4.5.1 The date and time for the out of hours project coordinated installation requires up-front planning and shall be negotiated between Qwest and CLEC. All requests will be processed on a first come, first served basis and are subject to Qwest's ability to meet a reasonable demand. Considerations such as volumes, system down time, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same appointment times in the same Switch (Switch contention) must be reviewed.

9.25.4.5.2 To request out of hours project coordinated installations, CLEC will submit an LSR designating the desired appointment time. CLEC must specify an out of hours project coordinated installation in the "remarks" section of the LSR.

## **9.25.5 Billing**

9.25.5.1 Qwest shall provide CLEC, on a monthly basis, within seven to ten (7 to 10) Days of the last day of the most recent billing period, in an agreed upon EDI or CABS standard electronic billing format, billing information including (1) a summary bill, and (2) individual end user customer sub-account information.

## **9.25.6 Maintenance and Repair**

9.25.6.1 Qwest will maintain facilities and equipment for LMC Loops provided under this Agreement. Qwest will maintain the multiplexed facility pursuant to the Tariff. CLEC or its customers may not rearrange, move, disconnect or attempt to repair Qwest facilities or equipment, other than by connection or disconnection to any interface between Qwest and the customer, without the prior written consent of Qwest.

## **Section 10.0 – ANCILLARY SERVICES**

### **10.1 Intentionally Left Blank**

### **10.2 Local Number Portability**

#### **10.2.1 Description**

10.2.1.1 Local Number Portability (LNP) is defined by the FCC as the ability of users of Telecommunications Services to retain, at the same location, existing Telecommunications numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another. Qwest will allow CLEC to port telephone numbers for its end user customers in the same manner as Qwest ports telephone numbers for Qwest end user customers. CLEC may port telephone numbers into and out of Qwest End Office Switches on behalf of an end user customer using the FCC rules and industry guidelines as described in the following Sections.

10.2.1.2 Qwest uses the Location Routing Number (LRN) architecture. Under the LRN architecture, each End Office Switch is assigned a unique ten-digit LRN, the first six digits of which identify the location of that End Office Switch. The LRN technology is a triggering and addressing method which allows the re-homing of individual telephone numbers to other End Office Switches and ensures the proper routing of calls to ported telephone numbers through the use of a database and the signaling network. The LRN solution interrupts call processing through the use of an Advanced Intelligent Network (AIN) trigger, commonly referred to as the LRN trigger. During this interruption, a query is launched to the LNP database in the signaling network and the call is re-addressed using the LRN information for the ported telephone number. The LRN will route the call to the proper End Office Switch destination. The actual routing of the call with either the dialed telephone number, for calls to non-ported telephone numbers, or the LRN, for calls to ported telephone numbers, observes the rules, protocols and requirements of the existing Public Office Dialing Plan (PODP).

#### **10.2.2 Terms and Conditions**

10.2.2.1 Qwest will provide Local Number Portability (LNP), also known as long-term number portability, in a non-discriminatory manner in compliance with the FCC's rules and regulations and the guidelines of the FCC's North American Numbering Council's (NANC) Local Number Portability Administration (LNPA) Working Group and the Industry Numbering Committee (INC) of the Alliance for Telecommunications Industry Solutions (ATIS). Unless specifically excluded in Section 10.2.2.6, all telephone numbers assigned to an end user customer are available to be ported through LNP. Mass calling events shall be handled in accordance with the industry's non-LRN recommendation (NANC's High Volume Call-In Networks dated February 18, 1998).

10.2.2.2 Each Party shall use reasonable efforts to facilitate the expeditious deployment of LNP. The Parties shall comply with the processes and implementation schedules for LNP deployment prescribed by the FCC. In accordance with industry guidelines, the publications of LNP capable End Office Switches and the schedule and status for future deployment will be identified in the Local Exchange Routing Guide (LERG).

10.2.2.3 In connection with the provision of LNP, the Parties agree to support and comply with all relevant requirements or guidelines that are adopted by the FCC, or that are agreed to by the Telecommunications industry as a national industry standard.

10.2.2.4 Qwest will coordinate LNP with Unbundled Loop cutovers in a reasonable amount of time and with minimum service disruption, pursuant to Unbundled Loop provisions identified in Section 9 of this Agreement. CLEC will coordinate with Qwest for the transfer of the Qwest Unbundled Loop coincident with the transfer of the end user customer's service to Qwest in a reasonable amount of time and with minimum service disruption. For coordination with Loops not associated with Qwest's Unbundled Loop offering, CLEC may order the LNP managed cut, as described in Section 10.2.5.4.

10.2.2.4.1 Parties understand that LNP order activity must be coordinated with facilities cutovers in order to ensure that the end user customer is provided with uninterrupted service. If the Party porting the telephone number experiences problems with its port or provision of its Loop, and needs to delay or cancel the port and any Loop disconnection, that Party shall notify the other Party immediately. Parties will work cooperatively and take prompt action to delay or cancel the port and any Loop disconnection in accordance with industry (LNPA's National Number Porting Operations Team), accepted procedures to minimize end user customer service disruptions.

10.2.2.4.2 Parties shall transmit a port create subscription or port concurrence message to the NPAC, in accordance with the FCC's LNPA Working Group's guidelines. Qwest will routinely send a concurrence message within the time frames established by the industry.

10.2.2.5 The Parties agree to implement LNP within the guidelines set forth by the generic technical requirements for LNP as specified in Section 21 of this Agreement.

10.2.2.6 Neither Party shall be required to provide Local Number Portability for telephone numbers that are excluded by FCC rulings (e.g. 500 and 900 NPAs, 950 and 976 NXX number services).

10.2.2.7 After an End Office Switch becomes equipped with LNP, all NXXs assigned to that End Office Switch will be defined as portable, to the extent Technically Feasible, and translations will be changed in each Party's Switches so that the portable NXXs are available for LNP database queries. When an NXX is defined as portable, it will also be defined as portable in all LNP-capable End Office Switches that have direct trunks to the End Office Switch associated with the portable NXX.

10.2.2.8 Each Party shall offer Local Number Portability to end user customers for any portion of an existing DID block without being required to port the entire block of DID telephone numbers. Each Party shall permit end user customers who port a portion of DID telephone numbers to retain DID service on the remaining portion of the DID telephone numbers.

10.2.2.9 At the time of porting a telephone number via LNP from Qwest, Qwest shall ensure that the LIDB entry for that telephone number is de-provisioned if the Qwest LIDB is not being used by CLEC.



10.2.2.10 Both Parties agree to follow the LNP End Office Switch request process established by the Parties and in compliance with industry guidelines.

10.2.2.11 NXX Migration, or Local Exchange Routing Guide Reassignment, reassigns the entire Central Office Code (NXX) to CLEC's End Office Switch if the code is used solely for one end user customer. Where one Party has activated an entire NXX for a single end user customer, or activated a substantial portion of an NXX for a single end user customer with the remaining telephone numbers in the NXX either reserved for future use or otherwise unused, if such end user customer chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned to an End Office Switch operated by the second Party through the NANP administrator. In addition, both Parties agree to cooperate in arranging necessary updates and industry notification in the LERG (and associated industry databases, routing tables, etc.). Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times (as identified in the LERG and the Central Office Code Administration guidelines) for movement of NXXs from one End Office Switch to another. Other applications of NXX migration will be discussed by the Parties as circumstances arise.

10.2.2.12 In connection with all LNP requests, the Parties agree to comply with the National Emergency Number Association (NENA) recommended standards for service provider Local Number Portability (NENA-02-011), as may be updated from time to time, regarding unlocking and updating end user customers' telephone number records in the 911/Automatic Location Information (ALI) database. The Current Service Provider shall send the 911 unlock record on the completion date of the order to the 911 database administrator.

10.2.2.13 Porting of Reserved Numbers. The end user customers of each Party may port Reserved Numbers from one Party to the other Party via LNP. Qwest will port telephone numbers previously reserved by the end user customer via the appropriate retail Tariffs until these reservations expire. Qwest will reserve telephone numbers in accordance with the FCC's rules.

10.2.2.14 Limits on Subscriber Relocation. Qwest and CLEC agree that an end user customer may geographically relocate at the same time as it ports its telephone number, using LNP, to the New Service Provider; provided, however, that the Current Service Provider may require that the end user customer's relocation at the time of the port to the New Service Provider be limited to the geographic area represented by the NXX of the ported telephone number. The Current Service Provider may not impose a relocation limitation on the New Service Provider or the New Service Provider's subscribers that is more restrictive than that which the Current Service Provider would impose upon its own subscribers with telephone numbers having the same NXX as the telephone number(s) being ported. In addition, the Current Service Provider may not impose any restrictions on relocation within the same Rate Center by a ported end user customer while that end user customer is served by the New Service Provider.

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### **10.2.3 Service Management System**

10.2.3.1 Each Party shall sign the appropriate NPAC user agreement(s) and

obtain certification from the appropriate NPAC administrator(s) that the Party or the Party's Service Order Administration (SOA) and Local Service Management System (LSMS) vendor(s) has systems and equipment that are compatible with the NPAC's established protocols and that the application of such systems and equipment is compatible with the NPAC.

10.2.3.2 Each Party shall cooperate to facilitate the administration of the SMS through the process prescribed in the documents referenced in Section 21.

#### **10.2.4 Database and Query Services**

10.2.4.1 The LNP database provides the call routing information used by Qwest's End Office Switches and Tandem Switches to route CLEC's end user customer's calls to a ported telephone number or to terminate calls to CLEC's end user customers using a ported telephone number. Qwest shall perform default LNP queries where CLEC is unable to perform its own query. CLEC shall perform default LNP queries where Qwest is unable to perform its own query. Qwest query services and charges are defined in FCC Tariff #5, including End Office and Tandem Switch Default Query Charges which are contained in Tariff Section 13 (Miscellaneous Service) and Database Query Charges which are contained in Tariff Section 20 (CCSAC Service Applications).

10.2.4.2 For local calls to a NXX in which at least one (1) telephone number has been ported via LNP at the request of CLEC, the Party that owns the originating Switch shall query an LNP database as soon as the call reaches the first LNP-capable Switch in the call path. The Party that owns the originating Switch shall query on a local call to a NXX in which at least one (1) telephone number has been ported via LNP prior to any attempts to route the call to any other Switch. Prior to the first telephone number in a NXX being ported via LNP at the request of CLEC, Qwest may query all calls directed to the NXX, subject to the Billing provisions as discussed in Section 10.2.4.1 and provided that Qwest queries shall not adversely affect the quality of service to CLEC's end user customers as compared to the service Qwest provides its own end user customers.

10.2.4.3 A Party shall be charged for a LNP query by the other Party only if the Party to be charged is the N-1 Carrier and it was obligated to perform the LNP query but failed to do so. Parties are not obligated to perform the LNP query prior to the first port requested in a NXX.

10.2.4.4 On calls originating from a Party's network, the Party will populate, if Technically Feasible, the Jurisdiction Information Parameter (JIP) with the first six digits of the originating LRN in the SS7 Initial Address Message.

10.2.4.5 Each Party shall cooperate in the process of porting telephone numbers from one Carrier to another so as to limit service outage for the ported end user customer. Qwest shall update its LNP database from the NPAC SMS data within fifteen (15) minutes of receipt of a download from the NPAC SMS.

#### **10.2.5 Ordering**

10.2.5.1 Both Parties shall comply with ordering standards as developed by the industry and as described in Section 12 of this Agreement. LNP service is ordered via a Local Service Request and associated LNP forms. CLEC may order LNP either

manually or through an electronic interface. The electronic gateway solution for ordering service is described in Section 12 of this Agreement.

10.2.5.2 Standard Due Date Intervals. Service intervals for LNP are described below. These intervals include the time for Firm Order Confirmation (FOC). Orders received after 7:00 p.m. (Mountain time) are considered the next business day. The following service intervals have been established for LNP:

	Telephone Numbers To Port	Interval*
<u>Simple</u> (1FR/1FB)	1-5	3 business days (includes FOC 24 hr interval)
	6-50	4 business days (includes FOC 24 hr interval)
	51 or more	Project Basis
<u>Complex</u> (PBX Trunks, ISDN, Centrex)	1-25	5 business days (includes FOC 24 hr interval)
	26 or more	Project Basis

\*Intervals for LNP with Unbundled Loops shall be governed by Section 9.2 of the Agreement.

10.2.5.3 Most LNP order activity is flow-through, meaning that the ten (10) digit unconditional trigger, or Line Side Attribute (LSA) trigger, can be set automatically. CLEC may request any Due Date/Frame Due Time (DD/FDT) where the trigger can be set automatically, although there may be some instances when Qwest or the Number Portability Administration Center/Service Management System (NPAC/SMS) will provide prior electronic notice of specific blocks of time which cannot be used as a DD/FDT due to scheduled maintenance or other circumstances. If the DD/FDT on a flow-through cut is outside Qwest's normal business hours for LNP, Qwest will have personnel available in the repair center to assist in the event that CLEC experiences problems during the cut. In addition, Qwest allows CLEC to request a managed cut on a 24 X 7 basis in those situations where a cut would otherwise have been flow-through, but where CLEC has a business need to have Qwest personnel dedicated to the cut. The terms and conditions for managed cuts are described in 10.2.5.4.

10.2.5.3.1 Qwest will set the ten (10) digit unconditional trigger for telephone numbers to be ported, unless technically infeasible, by 11:59 p.m. (local time) on the business day preceding the scheduled port date. (A 10-digit unconditional trigger cannot be set for DID services in AXE10 and DMS10 End Office Switches thus managed cuts are required, at no charge.) The ten (10) digit unconditional trigger and End Office Switch translations associated with the end user customer's telephone number will not be removed, nor will Qwest

disconnect the end user customer's Billing and account information, until 11:59 p.m. (local time) of the next business day after the Due Date. CLEC is required to make timely notifications of Due Date changes or cancellations by 8:00 p.m. (mountain time) on the Due Date through a supplemental LSR order. In the event CLEC does not make a timely notification, CLEC may submit a late notification to Qwest as soon as possible but in no event later than 12:00 p.m. (mountain time) the next business day after the Due Date to Qwest's Interconnect Service Center in the manner set forth below. For a late notification properly submitted, Qwest agrees to use its best efforts to ensure that the end user customer's service is not disconnected prior to 11:59 p.m. of the next business day following the new Due Date or, in the case of a cancellation, no disruption of the end user customer's existing service. Late notifications must be made by calling Qwest's Interconnect Service Center followed by CLEC submitting a confirming supplemental LSR order.

10.2.5.4 LNP Managed Cut With CLEC-Provided Loop: A managed cut permits CLEC to select a project managed cut for LNP. Managed cuts are offered on a 24 X 7 basis.

10.2.5.4.1 The date and time for the managed cut requires up-front planning and may need to be coordinated between Qwest and CLEC. All requests will be processed on a first come, first served basis and are subject to Qwest's ability to meet a reasonable demand. Considerations such as system downtime, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same FDT in the same End Office Switch (Switch contention) must be reviewed. In the event that any of these situations would occur, Qwest will coordinate with CLEC for an agreed upon FDT, prior to issuing the Firm Order Confirmation (FOC). In special cases where a FDT must be agreed upon, the interval to reach agreement will not exceed two (2) days. In addition, standard intervals will apply.

10.2.5.4.2 CLEC shall request a managed cut by submitting a Local Service Request (LSR) and designating this order as a managed cut in the remarks section of the LSR form.

10.2.5.4.3 CLEC will incur additional charges for the managed cut dependent upon the FDT. The rates are based upon whether the request is within Qwest's normal business hours or out of hours. Qwest's normal business hours are 7:00 a.m. to 7:00 p.m., end user customer local time, Monday through Friday. The rate for managed cuts during normal business hours is the standard rate. The rate for managed cuts out of hours, except for Sundays and Holidays, is the overtime rate. Sundays and Holidays are at premium rate.

10.2.5.4.4 Charges for managed cuts shall be based upon actual hours worked in one-half (½) hour increments. Exhibit A of this Agreement contains the rates for managed cuts. CLEC understands and agrees that in the event CLEC does not make payment for managed cuts, unless disputed as permitted under Section 5.4 of this Agreement, Qwest shall not accept any new LSR requests for managed cuts.

10.2.5.4.5 Qwest will schedule the appropriate number of employees prior

to the cut, normally not to exceed three (3) employees, based upon information provided by CLEC. CLEC will also have appropriate personnel scheduled for the negotiated FDT. If CLEC's information is modified during the cut, and, as a result, non-scheduled employees are required, CLEC shall be charged a three (3) hour minimum callout charge per each additional non-scheduled employee. If the cut is either cancelled, or supplemented to change the Due Date, within twenty-four (24) hours of the negotiated FDT, CLEC will be charged a one person three (3) hour minimum charge. If the cut is cancelled due to a Qwest error or a new Due Date is requested by Qwest within twenty-four (24) hours of the negotiated FDT, Qwest may be charged by CLEC one person three (3) hour minimum charge as set forth in Exhibit A.

10.2.5.4.6 In the event that the LNP managed cut conversion is not successful, CLEC and Qwest agree to isolate and fix the problem in a timeframe acceptable to CLEC or the end user customer. If the problem cannot be corrected within an acceptable timeframe to CLEC or the end user customer, CLEC may request the restoral of Qwest service for the ported end user customer. Such restoration shall begin immediately upon request. If CLEC is in error then a supplemental order shall be provided to Qwest. If Qwest is in error, no supplemental order or additional order will be required of CLEC.

10.2.5.4.7 Qwest shall ensure that any LNP order activity requested in conjunction with a managed cut shall be implemented in a manner that avoids interrupting service to the end user customer, including, without limitation, ensuring that the end user customer's Qwest Loop will not be disconnected prior to confirmation that CLEC's Loop has been successfully installed.

## **10.2.6 Maintenance and Repair**

10.2.6.1 Each Party is responsible for its own customers and will have the responsibility for resolution of any service trouble report(s) from its customers. Customers will be instructed to report all cases of trouble to their Current Service Provider.

10.2.6.2 Each Party will provide its respective customers the correct telephone numbers to call for access to its respective repair bureau. Each Party will provide its repair contact telephone numbers to one another on a reciprocal basis.

10.2.6.3 Qwest will work cooperatively with CLEC to isolate and resolve trouble reports. When the trouble condition has been isolated and found to be within a portion of the Qwest network, Qwest will perform standard tests and isolate and repair the trouble within twenty-four (24) hours of receipt of the report.

10.2.6.4 Qwest will proactively test new Switch features and service offerings to ensure there are no problems with either the porting of telephone numbers or calls from Qwest customers to CLEC customers with ported telephone numbers or vice versa.

## **10.2.7 Rate Elements**

10.2.7.1 Qwest will comply with FCC and Commission rules on cost recovery for Local Number Portability.

## **10.3 911/E911 Service**

### **10.3.1 Description**

10.3.1.1 911 and E911 provides an end user customer access to the applicable emergency service bureau, where available, by dialing a 3-digit universal telephone number (911).

10.3.1.2 Automatic Location Identification/Data Management System (ALI/DMS). The ALI/DMS database contains end user customer information (including name, address, telephone number, and sometimes special information from the Current Service Provider or end user customer) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911.

10.3.1.3 Basic 911 directly connects to the PSAP all 911 calls from one or more local exchange End Office Switches that serve a geographic area. E911 provides additional Selective Routing flexibility for 911 calls. E911 uses end user customer data, contained in the ALI/DMS, to determine to which Public Safety Answering Point (PSAP) to route the call.

### **10.3.2 Terms and Conditions**

10.3.2.1 Qwest will provide nondiscriminatory access to the same Basic 911 or Enhanced 911 features, functions and services that Qwest provides to its end user customers. E911 functions provided to CLEC shall be at the same level of accuracy and reliability as for such support and services that Qwest provides to its end user customers for such similar functionality.

10.3.2.2 In counties where Qwest has obligations under existing agreements as the primary provider of the 911 system to the county, CLEC will participate in the provision of the 911 System as described in Section 10.3.

10.3.2.3 Qwest shall conform to all state regulations concerning emergency services.

10.3.2.4 Qwest shall route E911 calls to the appropriate PSAP.

10.3.2.5 Each Party will be responsible for those portions of the 911 system for which it has total control, including any necessary maintenance to each Party's portion of the 911 system.

10.3.2.6 Qwest will provide CLEC with the identification of the Qwest 911 controlling office that serves each geographic area served by CLEC.

10.3.2.7 Qwest will provide CLEC with the ten-digit telephone numbers of each PSAP agency, for which Qwest provides the 911 function, to be used by CLEC to acquire emergency telephone numbers for operators to handle emergency calls in those instances where CLEC's end user customer dials "0" instead of "911". It shall be the responsibility of CLEC to verify or confirm the appropriate use of the contact information provided by Qwest with each PSAP prior to offering 911 calls or publication of such data.

10.3.2.8 If a third party is the primary service provider to a county, CLEC will negotiate separately with such third party with regard to the provision of 911 service to the county. All relations between such third party and CLEC are separate from this Agreement and Qwest makes no representations on behalf of the third party.

10.3.2.9 If CLEC is the primary service provider to the county, CLEC and Qwest will negotiate the specific provisions necessary for providing 911 service to the county and will include such provisions in an amendment to this Agreement.

10.3.2.10 CLEC is responsible to collect and remit to the state end user customer taxes for 911 service.

10.3.2.11 CLEC is responsible for network management of its network components in compliance with the Network Reliability Council Recommendations and meeting the network standard of Qwest for the 911 call delivery.

10.3.2.12 The Parties shall provide a single point of contact to coordinate all activities under this Agreement.

10.3.2.13 Neither Party will reimburse the other for any expenses incurred in the provision of E911 services. All costs incurred by the Parties for 911/E911 services shall be billed to the appropriate PSAP.

10.3.2.14 Qwest's designated E911 database provider, an independent third party, will be responsible for maintaining the E911 database. CLEC shall have non-discriminatory unbundled access to the E911 database, including the listings of other LECs for purposes of providing 911 services related to the public health, safety and welfare.

### **10.3.3 E911 Database Updates**

10.3.3.1 CLEC exchanges to be included in Qwest's E911 Database will be indicated via written notice to the appropriate 911 authority (state agency or PSAP administrator or county) and will not require an amendment to this Agreement.

10.3.3.2 Qwest's designated E911 database provider, an independent third party, will be responsible for maintaining the E911 database. Qwest, or its designated database provider, will provide to CLEC an initial copy of the most recent Master Street Address Guide (MSAG), and subsequent versions on a quarterly basis, at no charge. MSAGs provided outside the quarterly schedule will be provided and charged on an Individual Case Basis. The data will be provided in computer readable format. Qwest shall provide CLEC access to the Master Street Address Guide at a level of accuracy and reliability that is equivalent to the access Qwest provides to itself.

### **10.3.4 E911 Database Updates for Facilities-Based CLECs**

10.3.4.1 Qwest will ensure that the 911 database entries for CLEC will be maintained with the same accuracy and reliability that Qwest maintains for Qwest's own end user customers.

10.3.4.2 For Selective Routing table updates, facilities-based CLECs will negotiate

directly with Qwest's database provider for the input and validation of end user customer data into the Qwest Automatic Location Identification (ALI) database. CLEC will negotiate directly with the PSAP (or PSAP agency's) DMS/ALI provider for input of end user customer data into the ALI database. In most cases the Selective Routing table updates and the ALI database will be managed by the same provider. CLEC assumes all responsibility for the accuracy of the data that CLEC provides for MSAG preparation and E911 Database operation.

10.3.4.3 If it is facilities-based, CLEC will provide end user customer data to Qwest's agent for the Qwest ALI database utilizing NENA-02-010 Recommended Formats and Protocols For ALI Data Exchange standards. Qwest will furnish CLEC any variations to NENA recommendations required for ALI database input.

10.3.4.4 If it is facilities-based, CLEC will provide end user customer data to Qwest's database provider for Qwest's ALI database that is MSAG valid and meets all components of the NENA-02-011 Recommended Data Standards for Local Exchange Carriers, ALI Service Providers and 9-1-1 Jurisdictions standard format, as specified by Qwest.

10.3.4.5 If it is facilities-based, CLEC will update its end user customer records provided to Qwest's database provider for Qwest's ALI database to agree with the 911 MSAG standards for its service areas.

10.3.4.6 Qwest's E911 database administrator, an independent third party, shall resolve failed Local Number Portability migrate records in accordance with the NENA standard, NENA-02-011 Sections 22B.1-2, for Qwest records where Qwest is the donor company as defined in the NENA standard. The Qwest E911 database administrator will compare CLEC's (i.e., recipient company as defined in the NENA standard) failed migrate records to the Regional Number Portability Administration Center's (NPAC) database once each business day to determine if the migrate record (i.e., ported telephone number) has been activated by the recipient company. If the migrate record has been activated by CLEC in the NPAC, the record shall be unlocked and the migrate record processed. If, at the end of ten (10) business days, the NPAC database does not show the migrate record as activated or the record owner identification does not match, the migrate record will be rejected. The E911 database administrator will send reports regarding CLEC's failed migrate records (i.e., 755 error code) and rejected migrate records (i.e., 760 error code) to CLEC or CLEC's designated database administrator. Qwest's E911 database administrator will also resolve failed migrate records for CLEC, if valid based on the NPAC database.

### **10.3.5 E911 Database Updates for Resale Based CLECs**

10.3.5.1 For resold services, Qwest, or its designated database provider, will provide updates to the ALI database in a manner that is at the same level of accuracy and reliability as such updates are provided for Qwest's end user customers. For resold accounts, CLEC shall provide Qwest with accurate end user customer location information to be updated to the ALI/DMS database. Qwest shall use its current process to update and maintain end user customer information in the ALI/DMS database.



### 10.3.6 E911 Database Accuracy

10.3.6.1 E911 Database accuracy shall be measured jointly by the PSAPs and Qwest's database provider in a format supplied by Qwest. The reports shall be forwarded to CLEC by Qwest's database provider when relevant and will indicate incidents when incorrect or no ALI data is displayed. The reports provided to CLEC shall contain CLEC-specific information regarding CLEC's accounts.

10.3.6.2 Each discrepancy report will be jointly researched by Qwest and CLEC. Corrective action will be taken immediately by the responsible Party.

10.3.6.3 Each Party providing updates to the E911 database will be responsible for the accuracy of its end user customer records. Each Party providing updates specifically agrees to indemnify and hold harmless the other Party from any claims, damages, or suits related to the accuracy of end user customer data provided for inclusion in the E911 Database.

10.3.6.4 Qwest and its vendor will provide non-discriminatory error correction for records submitted to the Automatic Location Identification (ALI) database. For resold accounts, if vendor detects errors, it will attempt to correct them. If vendor is unable to correct the error, vendor will contact Qwest for error resolution. For errors referred to Qwest, Qwest will provide the corrections in a non-discriminatory manner. If Qwest is unable to resolve the error, Qwest will contact the Resale-CLEC for resolution. In the case of facilities-based CLECs, the vendor will interface directly with CLEC to resolve record errors.

### 10.3.7 E911 Interconnection

10.3.7.1 If required by CLEC, Qwest shall interconnect direct trunks from CLEC's network to the Basic 911 PSAP, or the E911 tandem. Such trunks may alternatively be provided by CLEC. If provided by Qwest, such trunks will be provided on a non-discriminatory basis. Qwest shall provide special protection identification for CLEC 911 circuits in the same manner as Qwest provides for its 911 circuits.

10.3.7.1.1 The Parties shall establish a minimum of two (2) dedicated trunks from CLEC's Central Office to each Qwest 911/E911 Selective Router (i.e., 911 Tandem Office) that serves the areas in which CLEC provides Exchange Service, for the provision of 911/E911 services and for access to all subtending PSAPs (911 Interconnection Trunk Groups). CLEC can order diverse routing for 911/E911 circuits, if facilities are available. When Qwest facilities are available, Qwest will comply with diversity of facilities and systems as ordered by CLEC. Where there is alternate routing of 911/E911 calls to a PSAP in the event of failures, Qwest shall make that alternate routing available to CLEC.

10.3.7.1.2 911 Interconnection Trunk Groups must be, at a minimum, DS0 level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface. Either configuration must use Centralized Automatic Message Accounting (CAMA) type signaling with MF tones that will deliver Automatic Number Identification (ANI) with the voice portion of the call, or Signaling System 7 (SS7) if available (i.e., other signaling technology as available). All 911 Interconnection trunk groups must be capable of transmitting and receiving

Baudot code necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).

10.3.7.1.3 Qwest shall begin restoration of 911/E911 trunking facilities immediately upon notification of failure or outage. Qwest must provide priority restoration of trunks or network outages on the same terms and conditions it provides itself. CLEC will be responsible for the isolation, coordination, and restoration of all 911 network maintenance problems to CLEC's demarcation. Qwest will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation. Qwest repair service includes testing and diagnostic service from a remote location, dispatch of or in-person visit(s) of personnel. Where an on-site technician is determined to be required, a technician will be dispatched without delay. CLEC is responsible for advising Qwest of the circuit identification when notifying Qwest of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. Qwest will refer network trouble to CLEC if no defect is found in Qwest's network. The Parties agree that 911 network problem resolution will be managed in an expeditious manner at all times.

10.3.7.2 For CLEC-identified 911 trunk blockages, Qwest agrees to take corrective action using the same trunking service procedures used for Qwest's own E911 trunk groups.

10.3.7.3 The Parties will cooperate in the routing of 911 traffic in those instances where the ALI/ANI information is not available on a particular 911 call.

10.3.7.4 For facilities-based CLEC using its own switch(es), Qwest shall provide 911 Interconnection, including the provision of dedicated trunks from CLEC End Office Switch to the 911 control office, at Parity with what Qwest provides itself.

10.3.7.5 For CLEC's resale local exchange lines, Qwest shall provide access to the same 911 trunks used for Qwest's retail end user customers which extend from the Qwest End Office Switch to the Basic 911 PSAP or the E911 Tandem Switch. CLEC access to such 911 trunks shall be on a shared, non-discriminatory basis.

### **10.3.8 E911 and Number Portability**

10.3.8.1 When a Qwest telephone number is ported out, receiving CLEC shall be responsible to update the ALI/DMS database. When CLEC's telephone number is ported in, Qwest shall be responsible to update the ALI/DMS database.

10.3.8.2 Intentionally Left Blank.

### **10.3.9 Intentionally Left Blank.**

## **10.4 White Pages Directory Listings Service**

### **10.4.1 Description**

White Pages Directory Listings Service consists of Qwest placing the names, addresses and telephone numbers of CLEC's end user customers in Qwest's Listings database, based on end

user customer information provided to Qwest by CLEC. Qwest is authorized to use CLEC end user customer Listings as noted below.

#### **10.4.2 Terms and Conditions**

10.4.2.0 White Pages Directory Listings Service is provided to reseller CLEC with CLEC's resold local exchange lines, and such Listings include terms and conditions (except prices) for Listings in Qwest's applicable product Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings. To the extent, however, that a conflict arises between the terms and conditions of the Tariff, catalog, price list, or other retail Telecommunications Services offering and this Agreement, this Agreement shall be controlling. White Pages Directory Listings Service is available to facilities-based CLEC as described in this Section.

10.4.2.1 Reseller CLEC and facilities-based CLEC using Qwest's switching services to provide local Exchange Service will provide, and facilities-based CLEC using its own or a third party's Switch(es) may provide, to Qwest, in standard format, by mechanized or by manual transmission to Qwest, its primary, premium and privacy Listings.

10.4.2.1.1 Qwest will accept one (1) primary Listing for each main telephone number belonging to CLEC's resale and facilities-based end user customers at no monthly recurring charge.

10.4.2.1.2 CLEC will be charged for its resale premium Listings (e.g., additional, foreign, cross-reference) and privacy Listings (i.e., nonlisted and nonpublished) at Qwest's General Exchange Listing Tariff rates, less the wholesale discount, if any, as described in Exhibit A. CLEC will be charged for its facilities-based premium Listings (e.g., additional, foreign, cross-reference) and privacy Listings (i.e., nonlisted and nonpublished) at market-based prices contained in Exhibit A. Primary Listings and other types of Listings are defined in the Qwest General Exchange Tariffs.

10.4.2.2 Intentionally Left Blank.

10.4.2.3 Information on submitting and updating Listings is available in "Facility Based CLECs and Reseller/Unbundled Network CLECs Directory Listings User Document." Qwest will furnish CLEC Listings format specifications. Directory publishing schedules and deadlines for Qwest's official directory publisher will be provided to CLEC.

10.4.2.4 If CLEC provides its end user customer's Listings to Qwest, CLEC grants Qwest access to CLEC's end user customer Listings information for use in its Directory Assistance Service as described in Section 10.5, and in its Directory Assistance List Service as described in Section 10.6, and for other lawful purposes, except that CLEC's Listings supplied to Qwest by CLEC and marked as nonpublished or nonlisted Listings shall not be used for marketing purposes subject to the terms and conditions of this Agreement. Qwest will incorporate CLEC end user customer Listings in the Directory Assistance Database. Qwest will incorporate CLEC's end user customer Listings information in all existing and future Directory Assistance applications developed by Qwest. Should Qwest cease to be a Telecommunications Carrier, by virtue of a

divestiture, merger or other transaction, this access grant automatically terminates.

10.4.2.5 CLEC end user customer Listings will be treated the same as Qwest's end user customer Listings. Prior written authorization from CLEC, which authorization may be withheld, shall be required for Qwest to sell, make available, or release CLEC's end user customer Listings to directory publishers, or other third parties other than Directory Assistance providers. No prior authorization from CLEC shall be required for Qwest to sell, make available, or release CLEC's end user customer Directory Assistance Listings to Directory Assistance providers. Listings shall not be provided or sold in such a manner as to segregate end user customers by Carrier. Qwest will not charge CLEC for updating and maintaining Qwest's Listings databases. CLEC will not receive compensation from Qwest for any sale of Listings by Qwest as provided for under this Agreement.

10.4.2.6 To the extent that state Tariff(s) limit Qwest's liability with regard to Listings, the applicable state Tariff(s) is incorporated herein and supersedes the Limitation of Liability section of this Agreement with respect to Listings only.

10.4.2.7 Qwest is responsible for maintaining Listings, including entering, changing, correcting, rearranging and removing Listings in accordance with CLEC orders.

10.4.2.8 Qwest provides non-discriminatory appearance and integration of white pages directory Listings for all CLEC's and Qwest's end user customers. All requests for white pages directory listings, whether for CLEC or Qwest end user customers, follow the same processes for entry into the Listings database.

10.4.2.9 Qwest will take reasonable steps in accordance with industry practices to accommodate CLEC's nonpublished and nonlisted Listings provided that CLEC has supplied Qwest the necessary privacy indicators on such Listings.

10.4.2.10 CLEC's white pages directory listings will be in the same font and size as Listings for Qwest end user customers, and will not be separately classified.

10.4.2.11 Qwest processes for publication of white pages Directory Listings will make no distinction between CLEC's and Qwest's subscribers. CLEC's Listings will be provided with the same accuracy and reliability as Qwest's end user customer Listings. Qwest will ensure CLEC's Listings provided to Qwest are included in the white pages directory published on Qwest's behalf using the same methods and procedures, and under the same terms and conditions, as Qwest uses for its own end user customer Listings.

10.4.2.12 For CLEC's end user customers whose Listings CLEC provides to Qwest for submission to its official directory publisher, Qwest shall ensure its third party publisher distributes appropriate alphabetical and classified directories (white and yellow pages) and recycling services to such CLEC end user customers at Parity with Qwest end user customers, including providing directories a) upon establishment of new service; b) during annual mass distribution; and c) upon end user customer request.

10.4.2.13 CLEC shall use commercially reasonable efforts to ensure that Listings provided to Qwest are accurate and complete. All third party Listings information is

provided AS IS, WITH ALL FAULTS. CLEC further represents that it shall review all Listings information provided to Qwest, including end user customer requested restrictions on use, such as nonpublished and nonlisted restrictions.

10.4.2.14 Intentionally Left Blank.

10.4.2.15 CLEC shall be solely responsible for knowing and adhering to state laws or rulings regarding Listings and for supplying Qwest with the applicable Listing information. Qwest understands that certain states, including, but not necessarily limited to, Minnesota, South Dakota, and Washington, have enacted statutes that impose certain requirements upon the provision of wireless listings, and CLEC represents and warrants that listings CLEC submits to Qwest reflect and are provided in full compliance with applicable laws and regulations, including but not limited to, laws and regulations applicable to wireless listings.

10.4.2.16 CLEC agrees to provide to Qwest its end user customer names, addresses and telephone numbers in a standard mechanized or manual format, as specified by Qwest.

10.4.2.17 CLEC will supply its ACNA/CIC or CLCC/OCN, as appropriate, with each order to provide Qwest the means of identifying Listings ownership.

10.4.2.18 Prior to placing Listings orders on behalf of end user customers, CLEC shall be responsible for obtaining, and have in its possession, Proof of Authorization (POA), as set forth in Section 5.3 of this Agreement.

10.4.2.19 For Listings that CLEC submits to Qwest, Qwest will provide monthly Listing verification proofs that provide the data to be displayed in the published white pages directory and available on Qwest's Directory Assistance Service. Verification proofs containing nonpublished and nonlisted Listings are also available upon request on the same monthly schedule.

10.4.2.20 Qwest will provide CLEC a reasonable opportunity to verify the accuracy of its Listings to be included in the white pages directory and in Qwest's Directory Assistance Service.

10.4.2.21 CLEC may review and if necessary edit its white page Listings prior to the close date for publication in the directory.

10.4.2.22 CLEC is responsible for all dealings with, and on behalf of, CLEC's end user customers, including:

10.4.2.22.1 All end user customer account activity (e.g., end user customer queries and complaints);

10.4.2.22.2 All account maintenance activity (e.g., additions, changes, issuance of orders for Listings to Qwest);

10.4.2.22.3 Determining privacy requirements and accurately coding the privacy indicators for CLEC's end user customer information (if end user customer information provided by CLEC to Qwest does not contain a privacy

indicator, no privacy restrictions will apply); and

10.4.2.22.4 Any additional services requested by CLEC's end user customers.

10.4.2.23 Pursuant to Sections 222 (a), (b), (c), (d), and (e) of the Telecommunications Act, Qwest will provide subscriber list information gathered in Qwest's capacity as a provider of local Exchange Service on a timely basis, under non-discriminatory and reasonable rates, terms and conditions to CLEC upon request for the purpose of publishing directories in any format. Rates may be subject to federal or state law or rules, as appropriate. Upon request by CLEC, Qwest shall enter into negotiations with CLEC for CLEC's use of subscriber list information for purposes other than publishing directories, and Qwest and CLEC will enter into a written contract if agreement is reached for such use.

10.4.2.23.1 Qwest shall use commercially reasonable efforts to ensure that its retail end user customer Listings provided to CLEC are accurate and complete. Any third party Listings are provided AS IS, WITH ALL FAULTS. Qwest further represents that it shall review all its retail end user customer Listings information provided to CLEC including end user customer requested restrictions on use, such as nonpublished and nonlisted restrictions.

10.4.2.24 Qwest represents and warrants that any arrangement for the publication of white pages Directory Listings with an Affiliate or contractor, requires such Affiliate or contractor to publish the Directory Listings of CLEC contained in Qwest's Listings database so that CLEC's Directory Listings are non-discriminatory in appearance and integration, and have the same accuracy and reliability that such Affiliate or contractor provides to Qwest's end user customers.

10.4.2.25 Qwest further agrees that any arrangements for the publication of white pages Directory Listings with an Affiliate or contractor shall require such Affiliate or contractor to include in the customer guide pages of the white pages directory, a notice that end user customers should contact their Current Service Provider to request any modifications to their existing Listing or to request a new Listing.

10.4.2.26 Qwest agrees that any arrangement with an Affiliate or contractor for the publication of white pages directory Listings shall require such Affiliate or contractor to provide CLEC space in the customer guide pages of the white pages directory for the purpose of notifying end user customers how to reach CLEC to: (1) request service; (2) contact repair service; (3) dial Directory Assistance; (4) reach an account representative; (5) request buried cable locate service; and (6) contact the special needs center for end user customers with disabilities.

10.4.2.27 If CLEC submits its end user customer Listings to Qwest through a service bureau or other type of third party (agent), CLEC and the agent shall execute a Letter of Authorization (LOA), in a form acceptable to Qwest, that shall include, but not be limited to, the following terms:

10.4.2.27.1 That the agent is authorized by CLEC to submit Listings to Qwest on its behalf and to work with Qwest in resolving any issues surrounding its Listing submissions; and

10.4.2.27.2 That the agent will comply with all terms and conditions of this Agreement in submitting CLEC's end user customers' Listings to Qwest.

10.4.2.27.3 CLEC's use of an agent in submitting its end user customers' Listings to Qwest shall not alter CLEC's obligations under this Agreement and CLEC shall remain primarily liable for covenants and responsibilities under this Agreement.

### **10.4.3 Rate Elements**

The following rate elements apply to white pages directory Listings and are contained in Exhibit A of this Agreement.

10.4.3.1 Primary Listings; and

10.4.3.2 Premium and Privacy Listings.

### **10.4.4 Ordering Process**

10.4.4.1 Qwest provides training on white pages directory Listings requests and submission processes. The ordering process is similar to the service ordering process.

10.4.4.2 CLEC Listings can be submitted for inclusion in Qwest white pages directories according to the directions in the Qwest Listings User Documents for Facility-Based and Reseller CLECs, which is available on-line through the PCAT (<http://www.qwest.com/wholesale/pcat/>) or will be provided in hard copy to CLEC upon request. Initial information and directions are available in the PCAT.

10.4.4.3 CLEC can submit the OBF forms incorporated in the Local Service Request via the IMA-EDI, IMA-GUI, or by facsimile.

## **10.5 Directory Assistance Service**

### **10.5.1 Description**

10.5.1.1 Directory Assistance Service is a voice service that Qwest provides to its own end user customers, reseller and/or facilities-based CLEC, and to other Telecommunications Carriers. Directory Assistance Service provided to CLEC includes non-discriminatory access to Qwest's Directory Assistance centers, services, and Directory Assistance Databases. Directory Assistance Service provides voice callers published and nonlisted listing information, which is comprised of name and telephone number, and address if available, as contained in Qwest's then-current Directory Assistance Database and in the national Directory Assistance Database that is accessed by Qwest. Directory Assistance Service is available with CLEC-specific branding, generic branding and with Directory Assistance Call Completion service options, where available. If facilities-based CLEC chooses to access Qwest's Directory Assistance Service, it is provided to CLEC under this Agreement pursuant to Section 251(b)(3) of the Act. As such, the pricing requirements of Section 252(d)(1) of the Act are not applicable.

10.5.1.1.1 Directory Assistance Service.

10.5.1.1.1.1 Local Directory Assistance Service. Provides CLEC's end user customers published and non-listed Listing information within the caller's LATA that are included in Qwest's then-current Directory Assistance Database.

10.5.1.1.1.2 National Directory Assistance Service. Provides CLEC's end user customers published and nonlisted listing information from the database of the national Directory Assistance Services vendor selected and accessed by Qwest.

10.5.1.1.1.3 Call Branding Service. Provides CLEC Local and national Directory Assistance Service that is branded with the brand of CLEC (CLEC-specific branding), where Technically Feasible, or with a generic brand. CLEC-specific Call Branding announces CLEC's name to CLEC's end user customer at the start and completion of the call. Generic branding does not announce any provider's name. CLEC-specific Call Branding and generic branding are optional services available to CLEC.

a) Front End CLEC-specific Call Branding - Announces CLEC's name to CLEC's end user customer at the start of the call.

b) Back End CLEC-specific Call Branding - Announces CLEC's name to CLEC's end user customer at the completion of the call.

c) Intentionally Left Blank.

d) Qwest will record CLEC's specific brand message.

10.5.1.1.1.4 Call completion service allows CLEC's end user customers' calls to be completed, where available.

10.5.1.1.2 Intentionally Left Blank.

10.5.1.1.3 Intentionally Left Blank.

## 10.5.2 Terms and Conditions

10.5.2.0 Directory Assistance Service accessed over CLEC's resold local exchange lines includes terms and conditions (except prices) for Directory Assistance Service in Qwest's applicable product Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings. To the extent, however, that a conflict arises between the terms and conditions of the Tariff, catalog, price list, or other retail Telecommunications Services offering and this Agreement, this Agreement shall be controlling. Directory Assistance Service is available to facilities-based CLEC as described in this Section unless otherwise noted. If facilities-based CLEC chooses to access Qwest's Directory Assistance Service, it is provided to CLEC under this Agreement pursuant to Section 251(b)(3) of the Act. As such, the pricing requirements



of Section 252(d)(1) of the Act are not applicable. Directory Assistance Service is available to CLEC as a facilities-based provider at the market-based prices contained in Exhibit A.

10.5.2.1 Intentionally Left Blank.

10.5.2.2 Qwest's Directory Assistance Database contains only those published and non-listed telephone number Listings obtained by Qwest from its own end user customers and other Telecommunications Carriers.

10.5.2.3 Qwest will provide access to Directory Assistance Service for facilities-based CLEC using its own or a third party's Switch(es) via dedicated multi-frequency (MF) operator service trunks. CLEC may purchase operator service trunks from Qwest or provide them itself. These operator service trunks will be connected directly to a Qwest Directory Assistance host or remote Switch. CLEC will be required to order or provide at least one (1) operator services trunk for each NPA served.

10.5.2.4 Qwest will perform Directory Assistance Services for CLEC in accordance with operating methods, practices, and standards in effect for all Qwest end user customers. Qwest will provide the same priority of handling for CLEC's end user customer calls to Qwest's Directory Assistance Service as it provides for its own end user customer calls. Calls to Qwest's Directory Assistance Service are handled on a first come, first served basis, without regard to whether calls are originated by CLEC or Qwest end user customers.

10.5.2.5 CLEC-specific Call Branding for Directory Assistance requires recording CLEC's brand message and setting up the brand message.

10.5.2.6 Intentionally Left Blank.

10.5.2.7 Intentionally Left Blank.

10.5.2.8 Reseller CLEC's end user customers will use the same dialing pattern to access Directory Assistance Service as used by Qwest's end user customers (i.e., 411, 555-1212, or NPA+555-1212).

10.5.2.9 Facilities-based CLEC using its own or a third party's Switch(es) may choose to have its end user customers dial a unique number or use the same dialing pattern as Qwest end user customers use to access Qwest Directory Assistance Service.

10.5.2.10 Qwest will timely enter into its directory assistance database updates of CLEC's Listings that CLEC provides to Qwest as described in Section 10.4. Qwest will incorporate CLEC end user customer Listings in the Directory Assistance Database. Qwest will incorporate CLEC's end user customer Listings information in all existing and future Directory Assistance applications developed by Qwest. Qwest will implement quality assurance procedures such as random testing for listing accuracy. Qwest will identify itself to end user customers calling its Directory Assistance Service provided for itself either by company name or operating company name or operating company number so that end user customers have a means to identify with whom they are dealing.

10.5.2.10.1 In accordance with Section 18, where CLEC supplies its Listings to Qwest, CLEC may request a comprehensive audit of Qwest's use of CLEC's Listings for Directory Assistance Service. In addition to the terms specified in Section 18, the following also apply: as used herein, "Audit" shall mean a comprehensive review of the other Party's delivery and use of the Listings for Directory Assistance Service provided hereunder and such other Party's performance of its obligations under this Agreement. CLEC may perform up to two (2) audits per twelve (12) month period commencing with the Effective Date of this Agreement of Qwest's use of CLEC's Listings in Qwest's Directory Assistance Service. CLEC shall be entitled to "seed" or specially code some or all of the Listings for Directory Assistance Service 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 this Agreement.

10.5.2.11 Qwest shall use CLEC's Listings supplied to Qwest by CLEC under the terms of this Agreement for purposes of providing Directory Assistance Service and for other lawful purposes, except that CLEC's Listings supplied to Qwest by CLEC and marked as nonpublished or nonlisted Listings shall not be used for marketing purposes, subject to the terms and conditions of this Agreement.

### **10.5.3 Rate Elements**

The following rate elements apply to Directory Assistance Service. Directory Assistance Service is provided to CLEC for resale with resold local exchange lines at the Qwest retail price less the wholesale discount contained in Exhibit A, if any. Directory Assistance Service is provided to CLEC as a facilities-based provider at the market-based prices contained in Exhibit A.

10.5.3.1 A per-call rate applies for Local Directory Assistance and for national Directory Assistance Services.

10.5.3.2 A nonrecurring set-up and recording fee will be charged for establishing each CLEC-specific Call Brand message. A nonrecurring charge to load CLEC's specific brand message in each Qwest Switch also applies. Such nonrecurring fees must be paid before branding commences. If CLEC establishes a branding option, and requests a subsequent change in branding, nonrecurring charges apply as contained in Exhibit A.

10.5.3.3 A per-call rate is applicable for call completion service.

### **10.5.4 Ordering Process**

CLEC will order Directory Assistance Service by completing the questionnaire entitled "Qwest Operator Services/Directory Assistance Questionnaire for Competitive Local Exchange Carriers." This questionnaire may be obtained from CLEC's Qwest account manager.

### **10.5.5 Billing**

10.5.5.1 Qwest will track and bill CLEC for the number of calls placed to Qwest's Directory Assistance Service by CLEC's end user customers as well as for the number of requests for call completion service.

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. An end user customer may request and receive no more than two (2) telephone numbers per Directory Assistance call. Qwest will not credit, rebate or waive the per call charge due to any failure to provide a telephone number.

10.5.5.3 Call completion service will be charged at the per call rate when the end user customer completes the required action (i.e., "press the number one," "stay on the line," etc.).

## **10.6 Directory Assistance List**

### **10.6.1 Description**

10.6.1.1 Directory Assistance List (DAL) information consists of name, address and telephone number information for all end user customers of Qwest and other LECs that are contained in Qwest's Directory Assistance Database and, where available, related elements required in the provision of Directory Assistance Service to CLEC's end user customers. No prior authorization from CLEC shall be required for Qwest to sell, make available, or release CLEC's end user customer Directory Assistance Listings to Directory Assistance providers. In the case of end user customers who have non-published Listings, Qwest shall provide the end user customer's local Numbering Plan Area (NPA), address, and an indicator to identify the non-published status of the Listing; however, Qwest will not provide the non-published telephone number in DAL information. DAL information includes privacy and use restriction indicators as requested by Qwest's retail end user customers and by Carriers. DAL is provided pursuant to Section 251(b)(3) of the Act. As such, the pricing requirements of Section 252(d)(1) of the Act are not applicable. DAL shall be provided to CLEC at market-based prices contained in Exhibit A.

10.6.1.2 Qwest will provide DAL information via initial loads and daily updates by means of Network Data Mover (NDM) or as otherwise mutually agreed upon by the Parties. Qwest will provide all changes, additions or deletions to the DAL information overnight on a daily basis. The Parties will use a mutually agreed upon format for the data loads.

10.6.1.3 DAL information shall specify whether the Qwest end user customer 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 DAL information from Qwest'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 Qwest 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 If CLEC purchases use of Qwest's DAL information under this

Agreement, Qwest grants to CLEC, as a competing provider of telephone Exchange Service and telephone toll service, access to DAL information for purposes of providing Directory Assistance Services and for other lawful purposes, including directory publishing in any format or medium, under the terms and conditions of this Agreement. CLEC is solely responsible for its lawful use of DAL information obtained under this Agreement pursuant to Section 251(b)(3) of the Act, including use of such information only for purposes permitted, or not prohibited by, the Act, federal and state laws, rules, and regulations, the FCC's orders, rules and regulations, and the Commission's orders, rules, and regulations. As it pertains to the use of DAL information in this Agreement, "Directory Assistance Service" shall mean the provision, by CLEC, via a live operator or mechanized system, of telephone number and address information for an identified name or the name and/or address for an identified telephone number. Should CLEC cease to be a Telecommunications Carrier, a competing provider of telephone Exchange Service, or telephone toll service, this access grant automatically terminates.

10.6.2.1.1 Qwest shall make commercially reasonable efforts to ensure that Listings belonging to Qwest retail end user customers provided to CLEC in Qwest's DAL information are accurate and complete. All third party DAL information is provided AS IS, WITH ALL FAULTS. Qwest further represents that it shall review all of its end user customer Listings information provided to CLEC, including end user customer requested restrictions on use, such as non-published and non-listed restrictions.

10.6.2.1.2 If CLEC purchases use of Qwest's DAL information under this Agreement, Qwest shall notify CLEC of any directive from Carriers, whose listings may be included in Qwest's DAL information, which prohibits use of their DAL information for purposes of directory publishing. CLEC that purchases use of Qwest's DAL information shall not include such Carrier's Listings that may be included in the DAL information in any directory it publishes or causes to be published, in any format or medium.

10.6.2.1.3 Listings included in Qwest's DAL information and marked to indicate a restriction on use, or to indicate a restriction on inclusion of Listing information in Directory Assistance Service applications and/or in published directories, shall be used by CLEC only in a manner that is consistent with each such restriction and that does not violate a restriction, including the following.

10.6.2.1.3.1 Restriction indicators on DAL information include:

- Privacy indicators, including nonpublished and nonlisted indicators;
- No solicitation indicators;
- Omit from address directories indicators; and
- Omit from telemarketing, direct mail, and e-mail lists indicators.

10.6.2.1.3.2 Nonlisted Listings and nonpublished Listings shall not be included in any directory produced in any format or medium.

10.6.2.1.3.3 Nonpublished Listings information provided in DAL information shall not be used for any purpose except for providing Directory Assistance Services. When used in Directory Assistance Services applications, nonpublished Listings shall not be used for any purpose other than in matching a search query. The nonpublished subscriber name and address, while supplied to CLEC in DAL information, shall not be provided to any person other than the operator responding to the end user customer Directory Assistance Services query.

10.6.2.2 If CLEC purchases use of DAL information under this Agreement, CLEC will obtain and timely enter into its Directory Assistance Database daily updates of the DAL information, will implement quality assurance procedures such as random testing for Directory Assistance Listing accuracy, and will identify itself to end user customers calling its Directory Assistance Service either by company name or operating company number so that end user customers have a means to identify with whom they are dealing.

10.6.2.3 Intentionally Left Blank.

10.6.2.4 Qwest 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 Qwest's end user customers to a third party calling its Directory Assistance for such information, the fact that such end user customer subscribes to Qwest's Telecommunications Services is Confidential and Proprietary Information and shall not be disclosed to any third party.

10.6.2.5 Each Party shall take commercially reasonable and prudent measures to prevent unlawful use of Qwest's DAL 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 Qwest's DAL information when contained in any database.

10.6.2.5.0 CLEC shall include in its sublicense agreement with directory publishers, at a minimum; 1) a restriction limiting use of DAL information to purposes of directory publishing; 2) a requirement that the directory publisher abide by all privacy indicators in any directories published in any format or medium; 3) Qwest as third party beneficiary; and 4) the following language:

Publisher shall not sublicense, copy, or allow any third party, with the exception of end user customers and corporate affiliates for purposes associated with the use of directories and for publishing directories, to access, down load, copy or use DAL information, or any portions thereof, or any information extracted there from. Each Party shall take commercially reasonable and prudent measures to prevent disclosure and unauthorized use of the DAL 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 the DAL information when contained in any database.

10.6.2.5.1 Unauthorized use of Qwest's DAL information, or any disclosure to a third party of the fact that an end user customer, whose Listing is furnished in the DA List, subscribes to Qwest's, another Local Exchange Carrier's, Reseller's or CMRS's Telecommunications Services shall be considered a material breach of this Agreement and shall be resolved under the Dispute Resolution provisions of this Agreement.

10.6.2.5.0.1 Qwest shall have the right to review CLEC's form sublicense agreement and CLEC shall not make changes to that form which will materially affect Qwest's rights under this Agreement.

10.6.2.6 Within five (5) Days after the expiration or earlier termination of this Agreement, CLEC shall (a) return and cease using any and all DAL information which it has in its possession or control, (b) extract and expunge any and all copies of such DAL 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 Qwest from an officer that all of the foregoing actions have been completed. A copy of this certification may be provided to third party Carriers if the certification pertains to such Carriers' DAL information contained in Qwest's database.

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 customer information contained within the DAL information. CLEC must remove from its database any telephone number for an end user customer whose Listing has become non-published when so notified by Qwest.

10.6.2.8 Audits -- In accordance with Section 18, Qwest may request a comprehensive audit of CLEC's use of the DAL information. In addition to the terms specified in Section 18, 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 DAL information provided hereunder and such other Party's performance of its obligations under this Agreement. Either Party (the Requesting Party) may perform up to two (2) Audits per twelve (12) month period commencing with the Effective Date of this Agreement. Qwest shall be entitled to "seed" or specially code some or all of the DAL 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 this Section 10.6.

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

10.6.2.9 CLEC recognizes that certain Carriers who have provided DAL information that is included in Qwest'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 DAL information.

10.6.2.9.1 CLEC indemnifies Qwest for any and all loss, debt, liability, damage, obligation, claim, demand, judgment, or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, reasonable costs and expenses (including attorneys' fees) raised by these

Carriers, whether formal or informal and will handle all communications with these Carriers regarding this matter.

10.6.2.10 Qwest will provide a non-discriminatory process and procedure for contacting end user customers with non-published telephone numbers in emergency situations for non-published telephone numbers that are included in Qwest's Directory Assistance Database. Such process and procedure will be available to CLEC for CLEC's use when CLEC provides its own Directory Assistance Service and purchases Qwest's DAL product.

### **10.6.3 Rate Elements**

Recurring and nonrecurring rate elements for DAL information are described below and rates are contained in Exhibit A of this Agreement.

10.6.3.1 Initial Database Load -- A "snapshot" of data in the Qwest DAL 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 Qwest DAL 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 DAL 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 the electronic transmission of the DAL information.

### **10.6.4 Ordering**

10.6.4.1 CLEC may order the initial DAL information load or update files for Qwest's local Exchange Service areas in its 14 state operating territory or, on a state-specific basis, or, where Technically Feasible, CLEC may order the initial DAL information load or update files by Qwest 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 DAL Order Form found in the PCAT.

## **10.7 Toll and Assistance Operator Services**

### **10.7.1 Description**

10.7.1.1 Toll and assistance operator services (operator services) are a family of offerings that assist CLEC's resale and facilities-based end user customers in making and receiving EAS/local and IntraLATA toll calls. Operator services provided to CLEC include non-discriminatory access to Qwest operator service centers, services, and personnel. If facilities-based CLEC using Qwest's, its own, or a third party's Switch(es)

chooses to access Qwest's operator services, they are provided to CLEC under this Agreement pursuant to Section 251(b)(3) of the Act. As such, the pricing requirements of Section 252(d)(1) of the Act are not applicable. Operator services shall be provided to CLEC as a facilities-based provider at the market-based rates contained in Exhibit A.

10.7.1.1.1 EAS/Local and IntraLATA Assistance. Assists CLEC end user customers requesting help or information on making and receiving EAS/local and IntraLATA toll calls, connects CLEC end user customers to Qwest's Directory Assistance Service, and provides other information and guidance, including referral to the business office and repair, as may be consistent with Qwest's customary practice for providing end user customer assistance.

10.7.1.1.2 Intentionally Left Blank.

10.7.1.1.3 Emergency Assistance. Provides assistance for handling CLEC's end user customer's EAS/local and IntraLATA toll calls to emergency agencies, including but not limited to, police, sheriff, highway patrol and fire. CLEC is responsible for providing Qwest with the appropriate emergency agency numbers and updates.

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

10.7.1.1.5 Busy Line Interrupt (BLI) is performed when CLEC's end user customers request 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 the calling and called parties. The operator will make only one BLI attempt per call and the applicable charge applies whether or not the called party releases the line.

10.7.1.1.6 Quote Service – Provides time and charges to hotel/motel and other CLEC end user customers for guest/account identification.

10.7.1.1.7 CLEC-Specific Call Branding Service. Provides CLEC's end user customers the operator services listed in this Section branded with the brand of CLEC (CLEC-specific branding), where Technically Feasible, or with a generic brand. CLEC-specific Call Branding announces CLEC's name to CLEC's end user customer at the start and completion of the call. Generic branding does not announce any provider's name. CLEC-specific and generic Call Branding are optional services available to CLEC.

10.7.1.1.7.1 Front End CLEC-specific Call Branding -- Announces CLEC's name to CLEC's end user customer at the start of the call.

10.7.1.1.7.2 Back End CLEC-specific Call Branding -- Announces CLEC's name to CLEC's end user customer at the completion of the call.



## 10.7.2 Terms and Conditions

10.7.2.0 Operator services accessed over CLEC's resold local exchange lines include terms and conditions (except prices) for operator services in Qwest's applicable product Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings. To the extent, however, that a conflict arises between the terms and conditions of the Tariff, catalog, price list, or other retail Telecommunications Services offering and this Agreement, this Agreement shall be controlling. Operator services are available to facilities-based CLEC as described in this Section 10.7, unless otherwise noted.

10.7.2.0.1 Qwest does not authorize CLEC to offer Qwest the incumbent Local Exchange Carrier (ILEC) as a Local Primary Interexchange Carrier (LPIC) to its existing or new end user customers on Qwest's behalf. If CLEC assigns Qwest the ILEC, LPIC 5123, to CLEC's existing or new end user customers, Qwest will bill reseller CLEC for IntraLATA Toll services at the Qwest retail rate less the wholesale discount contained in Exhibit A, if any, and will bill facilities-based CLEC at the rates contained or referenced in Exhibit A, and Qwest will not directly bill CLEC's end user customers for such IntraLATA Toll services.

10.7.2.0.2 If CLEC assigns Qwest the ILEC, PIC 5123, to CLEC's existing or new end user customers, transport beyond Qwest's local interoffice network for IntraLATA Toll services will be provided over Qwest's IntraLATA Toll network. Routing tables resident in Qwest's Switch(es) will direct CLEC's traffic over Qwest's interoffice message trunk network.

10.7.2.0.3 If, during the term of this Agreement, Qwest the ILEC offers IntraLATA Toll services directly to CLEC's end user customers, Qwest will establish its own billing relationship with such end user customers, and Qwest will not bill CLEC, and CLEC shall have no obligation to pay Qwest, for such IntraLATA Toll services Qwest provides to CLEC's end user customers.

10.7.2.1 For facilities-based CLEC using its own or a third party's Switch(es), Interconnection to Qwest's operator services Switch is Technically Feasible at two (2) distinct points on the Trunk Side of the Switch. The first connection point is an operator services trunk connected directly to the Qwest operator services host Switch. The second connection point is an operator services trunk connected directly to a remote Qwest operator services Switch.

10.7.2.2 Trunk Provisioning and facility ownership must follow Qwest guidelines.

10.7.2.3 In order for CLEC to use Qwest's operator services as a facilities-based CLEC using its own or a third party's Switch(es), CLEC must provide an operator service trunk between CLEC's End Office Switch and the Interconnection point on the Qwest operator services Switch for each NPA served.

10.7.2.4 The technical requirements of operator service trunk are covered in the Operator Services Systems Generic Requirement (OSSGR), Telcordia 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 Facilities-based CLEC using its own or a third party's Switch(es) will provide separate no-test trunks (not the local/IntraLATA trunks) to the Qwest BLV/BLI hub or to the Qwest operator services Switches.

10.7.2.7 Qwest will perform operator services in accordance with operating methods, practices, and standards in effect for all its end user customers, including making and receiving EAS/local and IntraLATA Toll calls. Qwest will respond to CLEC's end user customer calls to Qwest's operator services according to the same priority scheme as it responds to Qwest's end user customer calls. Calls to Qwest's operator services are handled on a first come, first served basis, without regard to whether calls are originated by CLEC or Qwest end user customers.

10.7.2.8 Qwest will provide operator services to CLEC where Technically Feasible and facilities are available. Qwest may from time-to-time modify and change the nature, extent, and detail of specific operator services available to its retail end user customers, and to the extent it does so, Qwest will provide notice to CLEC on a timely basis consistent with Commission rules and notice requirements.

10.7.2.9 Qwest shall maintain adequate equipment and personnel to reasonably perform the operator services. Facilities-based CLEC using its own or a third party's Switch(es) shall provide and maintain the facilities necessary to connect its end user customers to the locations where Qwest provides the operator services and to provide all information and data needed or reasonably requested by Qwest in order to perform the operator services.

10.7.2.10 Intentionally Left Blank.

10.7.2.11 CLEC-specific Call Branding for operator services includes recording and setting up CLEC's brand message and loading the brand message into Qwest's Switch(es). Qwest will record CLEC's brand message.

10.7.2.12 Intentionally Left Blank.

10.7.2.13 Reseller CLEC's end user customers dial the same number Qwest's own end user customers dial to access operator services, including "0" or "0+." Facilities-based CLEC using its own or a third party's Switch(es) may choose to have its end user customers access Qwest operators by dialing a unique number or by using the same dialing pattern as used by Qwest end user customers.

### **10.7.3 Rate Elements**

The following rate elements apply to operator services. Operator services are provided to CLEC for resale with resold local exchange lines at the Qwest retail price less the wholesale discount contained in Exhibit A, if any. Operator services are provided to CLEC as a facilities-based provider at the market-based prices contained in Exhibit A.

10.7.3.1 Operator services are priced on a per call basis, as follows.

10.7.3.1.1 Operator Services Calls – Charges apply for each completed call handled by operator services, including EAS/local calls and IntraLATA toll calls made, or received and accepted, by CLEC's end user customer.

10.7.3.1.2 Intentionally Left Blank.

10.7.3.1.3 Intentionally Left Blank.

10.7.3.1.4 Intentionally Left Blank.

10.7.3.1.5 Intentionally Left Blank.

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

10.7.3.1.7 Busy Line Interrupt – Charges apply 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 – Charges apply for operator assistance whether a call is completed or not, that does not otherwise generate an operator surcharge as described in this Section. 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 CLEC's end user customer requests information from the operator and no attempt is made to complete a call; and calls for quotation service.

10.7.3.1.9 "Completed call" as used in this Section shall mean that CLEC's end user customer makes contact with the location, telephone number, person or extension designated by the end user customer.

10.7.3.2 Intentionally Left Blank.

10.7.3.3 CLEC-Specific Call Branding Nonrecurring Charges. Qwest will charge CLEC a nonrecurring set-up and recording fee for establishing CLEC-specific Call Branding, and for loading CLEC's brand message in Qwest's Switch(es). CLEC must pay such nonrecurring charges prior to commencement of CLEC-specific branding. The nonrecurring charges apply each time CLEC's brand message is changed. The nonrecurring charge to load the Switches with CLEC's branded message will be assessed each time there is any change to the Switch.

#### **10.7.4 Ordering Process**

CLEC will order operator services by completing the "Qwest Operator Services/Directory Assistance Questionnaire for Competitive Local Exchange Carriers." Copies of this questionnaire may be obtained from CLEC's designated Qwest account manager.

#### **10.7.5 Billing**

10.7.5.1 Qwest will track usage and bill CLEC for the calls made and received by CLEC's end user customers and facilities.

10.7.5.2 Qwest will compute CLEC's invoice based on calls made and received by CLEC's end user customers.

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

10.7.5.4 Qwest shall provide to CLEC usage information within Qwest's control with respect to calls originated by or terminated to CLEC's end user customers in the form of the actual information that is comparable to the information Qwest uses to bill its own end user customers. Without limiting the generality of the foregoing, Qwest shall provide CLEC with Daily Usage Feed (DUF) billing information.

10.7.5.5 Qwest will provide DUF records for all usage billable to CLEC's lines, including Busy Line Verify (BLV), Busy Line Interrupt (BLI), and Qwest-ILEC-provided intraLATA toll. These records will be provided as Category 01 or Category 10 EMI records.

10.7.5.6 If CLEC assigns Qwest the ILEC to provide IntraLATA Toll services for its end user customers, Qwest shall bill CLEC and CLEC shall pay Qwest for such services in accordance with Exhibit A.

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

### **10.8.1 Description**

10.8.1.1 Pole Attachments – Where it has ownership or control to do so, Qwest will provide CLEC with access to available Pole Attachment space for the placing of facilities for the purpose of transmitting Telecommunications Services.

10.8.1.1.1 The term Pole Attachment means any attachment by CLEC to a pole owned or controlled by Qwest.

10.8.1.2 Ducts and Conduits – Where it has ownership or control to do so, Qwest will provide CLEC with access to available ducts/conduits for the purpose of placing facilities for transmitting Telecommunications Services. A spare duct/conduit will be leased for copper facilities only, and an innerduct for the purpose of placing fiber. CLEC may place innerduct in an empty duct/conduit. Control of CLEC-installed spare innerduct shall vest in Qwest immediately upon installation; ownership of such innerduct shall vest to Qwest if and when CLEC abandons such innerduct. Within a multiple tenant environment (MTE), duct may traverse building Entrance Facilities, building entrance links, equipment rooms, Remote Terminals, cable vaults, telephone closets or building riser.

10.8.1.2.1 The terms duct and conduit mean a single enclosed raceway for conductors, cable and/or wire. Duct and conduit may be in the ground, may follow streets, bridges, public or private ROW or may be within some portion of a multiple tenant environment. Within a multiple tenant environment, duct and

conduit may traverse building entrance facilities, building entrance links, equipment rooms, Remote Terminals, cable vaults, telephone closets or building riser. The terms duct and conduit include riser conduit.

10.8.1.2.2 The term innerduct means a duct-like raceway smaller than a duct/conduit that is inserted into a duct/conduit so that the duct may typically carry three (3) cables.

10.8.1.2.3 The term microduct means a smaller version of innerduct. Four (4) microducts can be placed within a 1¼-inch innerduct.

10.8.1.3 Rights of Way (ROW) – Where it has ownership or control to do so, Qwest will provide to CLEC, via an Access Agreement in the form of Attachment 4 to Exhibit D, access to available ROW for the purpose of placing Telecommunications facilities. ROW includes land or other property owned or controlled by Qwest and may run under, on, above, across, along or through public or private property or enter multiple tenant environments.

10.8.1.3.1 ROW means a real property interest in privately-owned real property, but expressly excluding any public, governmental, federal or Native American, or other quasi-public or non-private lands, sufficient to permit Qwest to place Telecommunications facilities on such real property; such property owner may permit Qwest to install and maintain facilities under, on, above, across, along or through private property or enter multiple tenant environments. Within a multiple tenant environment, a ROW includes a pathway that is actually used or has been specifically designated for use by Qwest as part of its transmission and distribution network where the boundaries of the pathway are clearly defined either by written specifications or unambiguous physical demarcation.

10.8.1.4 Intentionally Left Blank.

10.8.1.5 The phrase "ownership or control to do so" means the legal right, as a matter of state law, to (i) convey an interest in real or personal property, or (ii) afford access to third parties as may be provided by the landowner to Qwest through express or implied agreements, or through Applicable Law as defined in this Agreement.

10.8.1.6 Poles, Ducts and Rights of Way (PDR) Transfer of Responsibility refers to the transfer of the occupancy of space for either aerial or underground facilities to assuming CLEC from vacating CLEC.

10.8.1.6.1 A PDR Transfer of Responsibility request received by Qwest is irrevocable upon one hundred percent (100%) payment by assuming CLEC of the nonrecurring transfer charge.

## 10.8.2 Terms and Conditions

Qwest shall provide CLEC non-discriminatory access to poles, ducts, conduit and Rights of Way (ROW) on terms and conditions found in the Revised Qwest Rights of Way, Pole Attachment and/or Duct/Innerduct Occupancy General Information Document, attached hereto as Exhibit D. Qwest will not favor itself over CLEC when Provisioning access to poles, ducts, conduits and Rights of Way (ROW). Qwest shall not give itself preference when assigning space.

10.8.2.1 Subject to the provisions of this Agreement, Qwest agrees to issue to CLEC authorization for CLEC to attach, operate, maintain, rearrange, transfer and remove at its sole expense its facilities on poles/duct/innerduct or ROW owned or controlled in whole or in part by Qwest, 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 Qwest 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 Qwest facilities under Section 224(f)(1) of the Act.

10.8.2.4 CLEC shall provide access to a map of the requested poles/duct/innerduct/ROW route, including estimated distances between major points, the identification and location of the poles/duct/innerduct and ROW and a description of CLEC's facilities. Qwest agrees to provide to CLEC access to relevant plats, maps, engineering records and other data within ten (10) business days of receiving a request for such information, except in the case of extensive requests. Extensive requests involve the gathering of plats from more than one (1) location, span more than five (5) Wire Centers, or consist of ten (10) or more intra-Wire Center requests submitted simultaneously. Responses to extensive requests will be provided within a reasonable interval, not to exceed forty-five (45) Days.

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

10.8.2.6 Qwest retains the right to determine the availability of space on poles/duct/innerduct, conduit and ROW consistent with 47 U.S.C. § 224 and FCC orders, rules and regulations pursuant to 47 U.S.C. § 224. In the event Qwest determines that rearrangement of the existing facilities on poles, duct/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 Qwest spare duct/conduit include the placement of innerduct, Qwest or CLEC will install the number of innerduct required to fill the duct/conduit to its full capacity.

10.8.2.7 Qwest shall make manhole ingress and egress for duct/innerduct access available to CLEC. Qwest 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/duct/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 Agreement. 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. See Section 10.8.4. CLEC shall comply with all conditions of rights-of-way and permits. Once such permission is obtained, all such work may be performed by Qwest or CLEC at the option of CLEC.

10.8.2.9 Access to a Qwest Central Office manhole will be permitted where Technically Feasible. If space is available, Qwest will allow access through the Central Office manhole to the POI (Point of Interconnection). There shall be a presumption that there shall be no fiber splices 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 Replacement/Modification/Installation - If CLEC requests Qwest to replace or modify existing poles/duct/innerduct to increase its strength or capacity for the sole benefit of CLEC, CLEC shall pay Qwest the total actual replacement cost, Qwest's actual cost to transfer its attachments to new poles/duct/innerduct, as necessary, and the actual cost for removal (including actual cost of destruction) of the replaced poles/duct/innerduct, if necessary. Ownership of new poles/duct/innerduct shall vest to Qwest.

10.8.2.10.1 Upon request, Qwest shall permit CLEC to install poles/duct/innerduct. Qwest reserves the right to reject any non-conforming replacement pole/duct/innerduct installed by CLEC that does not conform to the NESC, OSHA or local ordinances.

10.8.2.10.2 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 Qwest or its Affiliates 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. CLEC, Qwest 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. Qwest does not and will not favor itself over other Carriers when Provisioning access to poles, innerduct and rights-of-way.

10.8.2.10.3 The modifying party or parties may recover a proportionate share of the modification costs from parties that later are able to obtain access as a result of the modification. The proportionate share of the subsequent attacher will be reduced to take account of depreciation to the pole or other facility that has occurred since the modification. The modifying party or parties seeking to recover modification costs from parties that later obtain attachments shall be responsible for maintaining all records regarding modification costs. Qwest shall not be responsible for maintaining records regarding modification costs on behalf of attaching entities.

10.8.2.11 Notification of modifications initiated by or on behalf of Qwest and at Qwest's expense shall be provided to CLEC at least sixty (60) 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 Qwest requesting rearrangement, Qwest 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/duct/innerduct completed at Qwest's expense.

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

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

10.8.2.14 Once CLEC's facilities begin occupying the poles/duct/innerduct or ROW system, Qwest may perform a reasonable number of inspections. Qwest shall bear the cost of such inspections unless the results of the inspection reveal a material violation or hazard, or that CLEC has in any other way failed to comply with the provisions of Section 10.8.2.20; in which case CLEC shall reimburse Qwest the costs of inspections and re-inspections, as required. CLEC's representative may accompany Qwest 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 relieve CLEC of any responsibilities, obligations, or liability assigned under this Agreement.

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 Qwest's workers. CLEC may use any contractor approved by Qwest to perform make-ready work.

10.8.2.18 If Qwest terminates an order for cause, or if CLEC terminates an order without cause, subject to 10.8.4.4.4, 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/duct/innerduct within sixty (60) Days, or cause Qwest to remove its facilities from the poles/duct/innerduct at CLEC's expense; provided, however, that CLEC shall be liable for and pay all fees and charges provided for in this Agreement to Qwest until CLEC's facilities are physically removed. "Cause" as used herein shall include CLEC's use of its facilities in material violation of any Applicable Law or in aid of any unlawful act or making an unauthorized modification to Qwest's poles/duct/innerduct, or, in the case of ROW, any act or omission that violates the terms and conditions of either (a) the Access Agreement by which Qwest conveys a right of access to the ROW to CLEC, or (b) the instrument granting the original ROW to Qwest or its predecessor.

10.8.2.19 Qwest may abandon or sell any poles/duct/innerduct/conduit or ROW at any time by giving written notice to CLEC. Any poles/duct/innerduct/conduit or ROW that is sold, will be sold subject to all existing legal rights of CLEC. Upon abandonment of poles/duct/innerduct/conduit or ROW, and with the concurrence of the other joint user(s), if necessary, CLEC shall, within sixty (60) Days of such notice, either: 1) continue to occupy the poles/duct/innerduct/conduit or ROW pursuant to its existing rights under this Agreement if the poles/duct/innerduct/conduit or ROW is purchased by another party; 2) purchase the poles/duct/innerduct/conduit or ROW from Qwest at the current market value; or 3) remove its facilities therefrom. Failure to explicitly elect one of the foregoing options within sixty (60) Days shall be deemed an election to purchase the poles/duct/innerduct/conduit or ROW at the current market value if no other party purchased the poles/duct/innerduct/conduit or ROW within this sixty (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 Telcordia 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. Notwithstanding the foregoing, CLEC shall only be held to such standard as Qwest, its Affiliates or any other Telecommunications Carrier is held. 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. CLEC shall in a timely manner comply with all requests from Qwest to bring its facilities into compliance with these terms and conditions.

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

which the removal of facilities from the poles/duct/innerduct has been completed.

10.8.2.22 If any facilities are found attached to poles/duct/innerduct for which no order is in effect, Qwest, without prejudice to its other rights or remedies under this Agreement, may assess a charge and CLEC agrees to pay a charge of \$200.00 (two hundred dollars) per Pole or \$200 (two hundred dollars) per innerduct run between two (2) manholes, plus payment as specified in this Section. Qwest shall waive the unauthorized attachment fee if the following conditions are both met: (1) CLEC cures such unauthorized attachment (by removing it or submitting a valid order for the attachment in the form of Attachment 2 of Exhibit D, within thirty (30) Days of written notification from Qwest of the unauthorized attachment; and (2) the unauthorized attachment did not require Qwest to take curative measures itself (e.g., pulling additional innerduct) prior to the cure by CLEC. Qwest shall also waive the unauthorized attachment fee if the unauthorized attachment arose due to error by Qwest rather than by CLEC. CLEC is required to submit in writing, within ten (10) business days after receipt of written notification from Qwest of the unauthorized occupancy, a poles/duct/innerduct application. If such application is not received by Qwest within the specified time period, CLEC will be required to remove its unauthorized facility within thirty (30) Days of the final date for submitting the required application, or Qwest may remove CLEC's facilities without liability, and the cost of such removal shall be borne by CLEC.

10.8.2.23 No act or failure to act by Qwest 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 Qwest of any of its rights or privileges under this Agreement or otherwise. CLEC shall be subject to all liabilities of the Agreement in regard to said unauthorized occupancy from its inception.

10.8.2.24 Qwest will provide CLEC non-discriminatory access to poles/ducts/innerducts/conduits and ROW pursuant to 47 U.S.C. § 224 and FCC orders, rules and regulations pursuant to 47 U.S.C. § 224. In the event of a conflict between this Agreement, on one hand, and 47 U.S.C. § 224 and FCC orders, rules and regulations pursuant to 47 U.S.C. § 224, on the other, 47 U.S.C. § 224 and FCC orders, rules and regulations pursuant to 47 U.S.C. § 224 shall govern. Further, in the event of a conflict between Exhibit D, on one hand, and this Agreement or 47 U.S.C. § 224 and FCC orders, rules and regulations pursuant to 47 U.S.C. § 224, on the other, this Agreement or 47 U.S.C. § 224 and FCC orders, rules and regulations pursuant to 47 U.S.C. § 224 shall govern, provided however, that any Access Agreement that has been duly executed, acknowledged and recorded in the real property records for the county in which the ROW is located shall govern in any event pursuant to its terms.

10.8.2.25 Nothing in this Agreement shall require Qwest to exercise eminent domain on behalf of CLEC.

10.8.2.26 Qwest will not enter into ROW agreements for the provision of Telecommunications Services, including agreements relating to ROW within multiple tenant environments, that preclude CLEC from using ROW over which Qwest has ownership or control. Upon CLEC request, Qwest will certify to a landowner with whom Qwest has an ROW agreement, the following:

10.8.2.26.1 that the ROW agreement with Qwest does not preclude the landowner from entering into a separate ROW agreement with CLEC; and

10.8.2.26.2 that there will be no penalty under the agreement between the landowner and Qwest if the landowner enters into a ROW agreement with CLEC.

10.8.2.27 For purposes of permitting CLEC to determine whether Qwest has ownership or control over duct/conduit or ROW, including duct/conduit or ROW within a specific multiple tenant environment, if CLEC requests a copy of an agreement between Qwest and the owner of a duct/conduit or ROW, including duct/conduit or ROW within a specific multiple tenant environment, that grants Qwest access to, ownership of, or control of duct/conduit or ROW within a specific multiple tenant environment, Qwest will provide the agreement to CLEC pursuant to the terms of this Section. CLEC will submit a completed Attachment 1.A from Exhibit D that identifies a specific multiple tenant environment or route for each agreement.

10.8.2.27.1 Upon receipt of a completed Attachment 1.A, Qwest will prepare and return an MTE matrix or ROW matrix, as applicable, within ten (10) Days, which will identify (a) the owner of the duct/conduit or ROW or multiple tenant environment as reflected in Qwest's records, and (b) whether or not Qwest has a copy of an agreement that provides Qwest access to duct/conduit or ROW or multiple tenant environment in its possession. Qwest makes no representations or warranties regarding the accuracy of its records, and CLEC acknowledges that the original property owner may not be the current owner of the property.

10.8.2.27.1.1 Intentionally Left Blank.

10.8.2.27.1.2 Intentionally Left Blank.

10.8.2.27.2 Intentionally Left Blank.

10.8.2.27.3 For purposes of this Agreement, Qwest shall redact all dollar figures from copies of duct/conduit or ROW or multiple tenant environment agreements that have not been publicly recorded that Qwest provides to CLEC.

10.8.2.27.4 In all instances, CLEC will use agreements only for the following purposes: (a) to determine whether Qwest has ownership or control over duct, conduits, or rights-of-way within the property described in the agreement and the scope of such ownership or control; (b) to determine the ownership of wire within the property described in the agreement; (c) to determine the Demarcation Point between Qwest facilities and the owner's facilities in the property described in the agreement; (d) to determine the extent of the property interest of the third party owner, including any provisions that establish the legal description of any property interest of a third party owner, including any metes and bounds of the property; (e) to determine the term of the agreement; and (f) to determine the parties to the agreement. CLEC further agrees that CLEC shall not disclose the contents, terms, or conditions of any agreement provided pursuant to Section 10.8.2.27 to any CLEC agents or employees engaged in sales or marketing efforts on behalf of CLEC. These limitations shall not apply if CLEC executes the Access Agreement set forth in Attachment 4 to Exhibit D of this Agreement.

10.8.2.27.5 Intentionally Left Blank.

10.8.2.28 In cities where Qwest has deployed microduct technology but no vacant microduct is available on the specified route, CLEC may request Qwest to place microduct along the desired route or CLEC can choose to place microduct that must meet Qwest specifications.

10.8.2.29 In cities where Qwest has not deployed microduct and CLEC wishes to use this technology, CLEC must lease an innerduct. In these locations CLEC will be required to furnish and place the microduct. At the conclusion of the lease, CLEC and Qwest will make a joint decision whether or not CLEC will be required to remove CLEC's microduct from the innerduct.

10.8.2.30 If any microduct is found occupying facilities for which no order is in effect, Qwest, without prejudice to its other rights or remedies, may assess a charge and CLEC agrees to pay the lesser of (a) the annual fee per microduct run between two (2) manholes for the number of years since the most recent inventory, or (b) five (5) times the annual fee per microduct run between two (2) manholes.

10.8.2.30.1 In addition, CLEC agrees to pay (a) interest on these fees at a rate set for the applicable time period by the Internal Revenue Service for individual underpayments pursuant to Section 6621 of the Internal Revenue Service Code (25 U.S.C 6621, Rev. Rul. 2000-30, 2000-25 IRS 1262), and (b) the cost of any audit required to identify unauthorized CLEC occupancy.

10.8.2.30.2 Qwest shall waive half the unauthorized occupancy fee if the following conditions are met:

10.8.2.30.2.1 CLEC cures such unauthorized occupancy by removing it or submitting a valid order for the attachment within thirty (30) days of written notification from Qwest.

10.8.2.30.2.2 The unauthorized occupancy did not require Qwest to take curative measures (e.g., pulling additional microduct) prior to cure by CLEC.

10.8.2.30.2.3 CLEC reimburses Qwest for cost of audit, or portion thereof, which discovered the unauthorized occupancy. Qwest shall also waive the unauthorized occupancy fee if the unauthorized occupancy arose due to error by Qwest rather than CLEC. CLEC is required to submit in writing, within ten (10) business days after receipt of written notification from Qwest of the unauthorized occupancy, a Poles/Duct/Innerduct/Microduct Application. If such application is not received by Qwest within the specified time period, CLEC will be required to remove its unauthorized facility within thirty (30) Days of the final date for submitting the required application, or Qwest may remove CLEC's facilities without liability, and the cost of such removal shall be borne by CLEC.

10.8.2.31 To be eligible for PDR Transfer of Responsibility of the occupancy of space for poles or conduit, vacating CLEC must have a valid Agreement in place for

those facilities specified for transfer.

10.8.2.31.1 The assuming CLEC is required to have an Agreement with Qwest that includes all elements involved in the transfer.

10.8.2.31.2 The Agreement referenced in the PDR Transfer of Responsibility request will be transferred either in its entirety or portion thereof as specified in the PDR Transfer of Responsibility Application Form and Transfer Authorization Agreement.

10.8.2.31.3 The PDR Transfer of Responsibility includes changing the following Qwest items: customer name, Access Carrier Name Abbreviation (ACNA), Master Customer Number (MCN), customer address, telephone number, billing and contact information, and contact telephone number. The eight (8) character CLEC CLLI™ code will remain the same.

10.8.2.31.4 If vacating CLEC has filed for bankruptcy, assuming CLEC must comply with 11 U.S.C. Section 365.2.6l. The negotiation of the terms and conditions between vacating CLEC and assuming CLEC is the responsibility of those two parties. Qwest does not participate in these discussions. Qwest manages the database and records the transfer.

10.8.2.31.5 Qwest is not responsible for the physical condition of CLEC's facilities.

10.8.2.31.6 Prior to submission of a PDR Transfer of Responsibility request, all work in progress must be negotiated between vacating and assuming CLEC.

10.8.2.31.7 Prior to submitting a Transfer of Responsibility request, assuming CLEC's financial obligations to Qwest under its Agreement referenced in Section 10.8.2.31.1 above must be in good standing. If vacating CLEC is unable to meet its financial obligations, assuming CLEC will be required to assume the financial obligations of vacating CLEC.

10.8.2.31.8 Vacating and assuming CLEC must provide Qwest a signed Qwest PDR Transfer Authorization Agreement providing the following information: All Qwest Central Office Service Areas that may apply, PDR Billing Authorization Numbers (BAN), requested completion date (not binding), and state-specific charge for the transfer as indicated in Exhibit A.

10.8.2.31.9 Once the transfer request is accepted, Qwest will submit the signed PDR Transfer of Responsibility Request Consent Form to vacating and assuming CLECs and the transfer will be completed.

### **10.8.3 Rate Elements**

Recurring and nonrecurring charges for attachments are in accordance with Section 224 of the Act and FCC orders, rules, and regulations promulgated there under. Qwest will re-calculate recurring rates for pole attachments and innerduct occupancy annually using the FCC rules and formulae found at 47 C.F.R. § 1, Subpart J and A.R.M.I.S data filed by Qwest with the FCC. Qwest will implement and bill CLEC the re-calculated rates without amending this Agreement.

Qwest will provide notice to CLEC of the new recurring rates not less than sixty (60) days in advance of the effective date for such rates. Recurring charges are included in Exhibit A and will be updated annually. Nonrecurring charges are included in Exhibit A.

10.8.3.1 Inquiry Fee. A non-refundable pre-paid charge used to recover the costs associated with performing an internal record review to determine if a requested route and/or facility is available, or with respect to ROW, to determine the information necessary to create the MTE matrix or ROW matrix, as applicable, which identifies, for each ROW, the name of the original grantor and the nature of the ROW (i.e., publicly recorded and non-recorded) and the MTE matrix or ROW matrix, as applicable, which identifies each requested legal agreement between Qwest and a third party who has a multiple tenant environment in Qwest's possession that relates to Telecommunications Services provided to or through real property owned by the third party (MTE Agreement) and, for each such MTE Agreement, the name of the third party. Separate Inquiry Fees apply for ROW, poles and duct/conduit/innerduct.

10.8.3.2 Field Verification Fee/Access Agreement Preparation Fee. In the case of poles and duct/innerduct, the Field Verification Fee is a non-refundable pre-paid 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 work. Separate Field Verification Fees apply for poles and manholes. In the case of ROW, the Access Agreement Preparation Fee is a non-refundable, pre-paid charge which recovers the estimated actual costs for preparation of the Access Agreement for each ROW requested by CLEC. Field Verification and Access Agreement Preparation Fees shall be billed in advance.

10.8.3.3 Make-Ready Fee. A pre-paid non-refundable (other than true-up) charge which recovers the cost of necessary work required to make the requested facility/ROW available for access. For innerduct, 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. For ROW, this make-ready could include, but is not limited to, personnel time, including attorney time. With respect to ROW, make-ready work refers to legal or other investigation or analysis arising out of CLEC's failure to comply with the process described in Exhibit D for ROW, or other circumstances giving rise to such work beyond the simple preparation of one or more Access Agreements. The estimated pre-paid fee shall be billed in advance.

10.8.3.4 Pole Attachment Fee. A pre-paid fee which is charged for the occupancy, including during any make-ready period, of one (1) foot of pole space (except for antenna attachment which requires two (2) feet). This fee shall be annual unless CLEC requests that it be semi-annual.

10.8.3.5 Innerduct Occupancy Fee. A pre-paid fee which is charged for the occupancy, including during 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.

10.8.3.6 Access Agreement Consideration. A pre-paid fee which constitutes consideration for conveying access to the ROW to CLEC. This fee shall be a one-time (i.e., nonrecurring) fee.

10.8.3.7 Microduct Occupancy Fee. A pre-paid fee which is charged for the occupancy, including during any make-ready period, and billed annually per microduct, per foot.

10.8.3.8 PDR Transfer of Responsibility. Vacating CLEC will not incur charges for a transfer of responsibility agreement. A PDR Transfer of Responsibility charge for assuming CLEC will be a nonrecurring charge associated with the transfer of the agreement.

#### **10.8.4 Ordering**

There are two (2) steps required before placing an order for access to ROW, duct/innerduct and Pole Attachment: Inquiry Review and Field Verification.

10.8.4.1 Inquiry Reviews. Upon receipt of an inquiry regarding ROW access, Pole Attachment or duct/innerduct occupancy, Qwest will provide CLEC with Exhibit D. CLEC will review the documents and provide Qwest with maps of the desired area indicating the routes and entrance points for proposed attachment, proposed occupancy or proposed CLEC construction on Qwest owned or controlled poles, duct/innerduct and ROW as well as the street addresses of any multiple tenant environments upon or through which CLEC proposes construction on ROW owned or controlled by Qwest. CLEC will include the appropriate inquiry fee with a completed Attachment 1.A from Exhibit D.

10.8.4.1.1 Inquiry Review – Duct/Conduit/Innerduct. Qwest will complete the database inquiry and prepare a duct/conduit 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 CLEC within ten (10) Days or within the time frames of the applicable federal or state law, rule or regulation.

10.8.4.1.2 Inquiry Review – Poles. Qwest will provide the name and contact number for the appropriate local field engineer for joint validation of the poles and route and estimated costs for field verification on Attachment 1.B of Exhibit D within ten (10) Days of the request.

10.8.4.1.3 Inquiry Review – ROW. Qwest shall, upon request of CLEC, provide the ROW matrix, the MTE matrix and a copy of all agreements listed in those matrices to CLEC within ten (10) Days of the request. Qwest may redact all dollar figures from copies of agreements listed in the matrices that have not been publicly recorded that Qwest provides to CLEC. Any dispute over whether terms have been redacted appropriately shall be resolved pursuant to the Dispute Resolution procedures set forth in this Agreement. Qwest makes no warranties concerning the accuracy of the information provided to CLEC; CLEC expressly acknowledges that Qwest's files contain only the original ROW instruments, and that the current owner(s) of the fee estate may not be the party identified in the document provided by Qwest.

10.8.4.2 Field Verification – Poles Duct/Innerduct and Access Agreement Preparation (ROW). CLEC will review the inquiry results and determine whether to proceed with field verification for poles/ducts or Access Agreement preparation for ROW.

If field verification or Access Agreement preparation is desired, CLEC will sign and return Attachment 1.B of Exhibit D along with a check for the relevant verification fee (Field Verification Fee or Access Agreement Preparation Fee) plus \$10.00 per Access Agreement as consideration for the Access Agreement. Upon payment of the relevant fee and Access Agreement consideration, if applicable, Qwest will provide, as applicable, depending on whether the request is for poles, duct/innerduct/conduit, or ROW: (a) in the case of duct/innerduct/conduit, a field survey and site investigation of the duct/innerduct/conduit, including the preparation of distances and drawings, to determine availability of existing duct/innerduct/conduit; identification of make-ready costs required to provide space; the schedule in which the make-ready work will be completed; and, the annual recurring prices associated with the attachment of facilities; (b) in the case of ROW, the completed Access Agreement(s), executed and acknowledged by Qwest. Upon completion of the Access Agreement(s) by CLEC, in accordance with the instructions, terms and conditions set forth in Exhibit D, the Access Agreement becomes effective to convey the interest identified in the Access Agreement (if any). Any dispute regarding whether a legal agreement conveys a ROW shall be resolved between CLEC and the relevant third party or parties, and such disputes shall not involve Qwest; and/or (c) in the case of poles, estimates of make-ready costs and the annual recurring prices associated with the attachment of facilities shall be as provided in Exhibit A. The verification of (a), (b), and (c), above, shall be completed by Qwest not later than forty-five (45) Days after CLEC's submission of the inquiry request. Make-ready time, if any, and CLEC review time is not part of the forty-five (45) Day interval. The Attachment 2 quotation shall be valid for ninety (90) Days.

10.8.4.2.1 CLEC-Performed Field Verification. At the option of CLEC, it may perform its own field verification (in lieu of Qwest performing same) with the following stipulations: 1) Verifications will be conducted by a Qwest approved contractor; 2) A Qwest contractor will monitor the activity of CLEC contractor and a current labor rate will be charged to CLEC; 3) CLEC will provide Qwest with a legible copy of manhole butterfly drawings that reflect necessary make-ready effort; and 4) Qwest will use CLEC-provided butterfly drawings and documentation to check against existing jobs and provide a final field report of available duct/innerduct. CLEC will be charged standard rates for tactical planner time.

10.8.4.3 Order – Poles and Duct/Innerduct. The review, signing and return of Attachment 2 of the General Information Document along with payment of the Make-Ready and prorated recurring access charges for the current relevant period (annual or semi-annual) shall be accepted as an order for the attachment or occupancy. Upon receipt of the accepted order from CLEC and applicable payment for the fees identified, Qwest will assign the requested space and commence any make-ready work which may be required. Qwest will notify CLEC when poles/duct/innerduct are ready.

10.8.4.4 Make-Ready - Estimates of Make-Ready are used to cover actual Make-Ready costs.

10.8.4.4.1 If Qwest 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 thirty (30) Days of receipt of an invoice for the costs that exceed the estimate.



10.8.4.4.2 Within fifteen (15) business days of a request, Qwest will provide CLEC copies of records reflecting actual cost of Make-Ready work; provided, however, that, if Qwest does not possess all such records at the time of the request, then Qwest will provide copies of such records within fifteen (15) business days of receipt of such records. CLEC must request such records, if at all, within sixty (60) Days after written notification of the completion of the Make-Ready work.

10.8.4.4.3 If the actual Make-Ready costs are less than the estimate, an appropriate credit for the difference will be issued upon request. Such request must be received within sixty (60) Days following CLEC's receipt of copies of records if CLEC has requested records under this paragraph, or within sixty (60) Days after written notification of the completion of Make-Ready work if CLEC has not requested records under this paragraph. Such credit will issue within ten (10) business days of Qwest's receipt of either all records related to such actual costs or CLEC's request for credit, whichever comes last, but in no event later than ninety (90) Days following the request for credit.

10.8.4.4.4 If CLEC cancels or if, due to circumstances unforeseen during inquiry/verification, Qwest denies the request for poles, ducts or ROW, upon CLEC request, Qwest will also refund the difference between the actual Make-Ready costs incurred and those prepaid by CLEC, if any. Such request must be made within thirty (30) Days of CLEC's receipt of written denial or notification of cancellation. Any such refund shall be made within ten (10) business days of either receipt of CLEC's request or Qwest's receipt of all records relating to the actual costs, whichever comes last, but in no event later than ninety (90) Days following the denial.

10.8.4.5 The PDR Transfer of Responsibility process requires the submission of the DPR Transfer of Responsibility Application Form containing information for both the vacating and assuming CLECs, a signed Qwest PDR Transfer Authorization Agreement, and full payment of the quoted PDR Transfer of Responsibility charge.

10.8.4.5.1 The PDR Transfer of Responsibility Application Form and Transfer Authorization Agreement are on Qwest's web site at: <http://www.qwest.com/wholesale/pcat/poleductrow.html>.

10.8.4.5.2 The PDR Transfer of Responsibility Application Form and an electronic version of the Transfer Authorization Agreement with "Agreed" entered in the designated signature blocks (this will act as your electronic signature) must be submitted to [wsst@qwest.com](mailto:wsst@qwest.com).

10.8.4.5.3 The printed and signed PDR Transfer Authorization Agreement and full payment is to be mailed to: Resource Allocation, 700 W. Mineral MT-G28.24, Littleton CO 80120.

## 10.8.5 Billing

10.8.5.1 CLEC agrees to pay the following fees in advance as specified in Exhibit A: Inquiry Fee, Field Verification Fee, Access Agreement Preparation Fee, Make-Ready Fee, Pole Attachment Fee, Duct/Innerduct Occupancy Fee and Access Agreement Consideration. Make-

Ready Fees will be computed in compliance with applicable local, state and federal guidelines. Usage fees for poles/duct/innerduct (i.e., Pole Attachment Fee and Duct/Innerduct Occupancy Fee) will be assessed on an annual basis (unless CLEC requests a semi-annual basis). Annual usage fees for poles/duct/innerduct will be assessed as of January 1 of each year. Semi-annual usage fees for poles/duct/innerduct will be assessed as of January 1 and July 1 of each year. All fees shall be paid within thirty (30) Days following receipt of invoices. All fees are not refundable except as expressly provided herein.

10.8.5.2 Vacating CLEC is obligated to pay all recurring charges until Qwest completes the PDR Transfer of Responsibility request. Once the transfer is complete, the effective date to cease recurring billing will coincide with the same date recurring billing starts for assuming CLEC.

#### **10.8.6 Maintenance and Repair**

In the event of any service outage affecting both Qwest and CLEC, repairs shall be effectuated on a non-discriminatory 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/duct/innerduct.

## **Section 11.0 - NETWORK SECURITY**

11.1 Protection of Service and Property. Each Party shall exercise the same degree of care to prevent harm or damage to the other Party and any third parties, its employees, agents or customers, or their property as it employs to protect its own personnel, customers and property, etc.

11.2 Each Party is responsible to provide security and privacy of communications. This entails protecting the confidential nature of Telecommunications transmissions between customers during technician work operations and at all times. Specifically, no employee, agent or representative shall monitor any circuits except as required to repair or provide service of any customer at any time. Nor shall an employee, agent or representative disclose the nature of overheard conversations, or who participated in such communications or even that such communication has taken place. Violation of such security may entail state and federal criminal penalties, as well as civil penalties. CLEC is responsible for covering its employees on such security requirements and penalties.

11.3 The Parties' Telecommunications networks are part of the national security network, and as such, are protected by federal law. Deliberate sabotage or disablement of any portion of the underlying equipment used to provide the network is a violation of federal statutes with severe penalties, especially in times of national emergency or state of war. The Parties are responsible for covering their employees on such security requirements and penalties.

11.4 Qwest and CLEC share responsibility for security and network protection for each Collocation arrangement. Each Party's employees, agents or representatives must secure its own portable test equipment, spares, etc. and shall not use the test equipment or spares of other parties. Use of such test equipment or spares without written permission constitutes theft and may be prosecuted. Exceptions are the use of Qwest ladders in the Wire Center, either rolling or track, which CLEC may use in the course of work operations. Qwest assumes no liability to CLEC, its agents, employees or representatives, if CLEC uses a Qwest ladder available in the Wire Center.

11.5 Each Party is responsible for the physical security of its employees, agents or representatives. Providing safety glasses, gloves, etc. must be done by the respective employing Party. Hazards handling and safety procedures relative to the Telecommunications environment is the training responsibility of the employing Party. Proper use of tools, ladders, and test gear is the training responsibility of the employing Party.

11.6 In the event that one Party's employees, agents or representatives inadvertently damage or impair the equipment of the other Party, prompt notification will be given to the damaged Party by verbal notification between the Parties' technicians at the site or by telephone to each Party's 24 x 7 security numbers.

11.7 Each Party shall comply at all times with Qwest security and safety procedures and requirements while performing work activities on Qwest's Premises.

11.8 Qwest will allow CLEC to inspect or observe spaces which house or contain CLEC equipment or equipment enclosures at any time and to furnish CLEC with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured CLEC space, in a manner consistent with that used by Qwest.

11.9 Qwest will limit the keys used in its keying systems for enclosed collocated spaces which contain or house CLEC equipment or equipment enclosures to its employees and representatives to emergency access only. CLEC shall further have the right to change locks where deemed necessary for the protection and security of such spaces.

11.10 Keys may entail either metallic keys or combination electronic ID/key cards. It is solely the responsibility of CLEC to ensure keys are not shared with unauthorized personnel and recover keys and electronic ID/keys promptly from discharged personnel, such that office security is always maintained. Qwest has similar responsibility for its employees.

11.11 CLEC will train its employees, agents and vendors on Qwest security policies and guidelines.

11.12 When working on Qwest ICDF Frames or in Qwest's common or CLEC equipment line-ups, Qwest and CLEC employees, agents and vendors agree to adhere to Qwest quality and performance standards provided by Qwest and as specified in this Agreement.

11.13 CLEC shall report all material losses to Qwest Security. All security incidents are to be referred directly to local Qwest Security – 1-888-879-7328. In cases of emergency, CLEC shall call 911 and 1-888-879-7328.

11.14 Qwest and CLEC employees, agents and vendors will display the identification/access card above the waist and visible at all times.

11.15 Qwest and CLEC shall ensure adherence by their employees, agents and vendors to all applicable Qwest environmental health and safety regulations. This includes all fire/life safety matters, OSHA, EPA, Federal, State and local regulations, including evacuation plans and indoor air quality.

11.16 Qwest and CLEC employees, agents and vendors will secure and lock all doors and gates.

11.17 CLEC will report to Qwest all property and equipment losses immediately, any lost cards or keys, vandalism, unsecured conditions, security violations, anyone who is unauthorized to be in the work area or is not wearing the Qwest identification/access card.

11.18 Qwest and CLEC's employees, agents and vendors shall comply with Qwest Central Office fire and safety regulations, which include but are not limited to, wearing safety glasses in designated areas, keeping doors and aisles free and clean of trip hazards such as wire, checking ladders before moving, not leaving test equipment or tools on rolling ladders, not blocking doors open, providing safety straps and cones in installation areas, using electrostatic discharge protection, and exercising good housekeeping.

11.19 Smoking is not allowed in Qwest buildings, Wire Centers, or other Qwest facilities. No open flames shall be permitted anywhere within the buildings, Wire Centers or other facilities. Failure to abide by this restriction may result in denial of access for that individual and may constitute a violation of the access rules, subjecting CLEC employee, agent or vendor to denial of unescorted access. Qwest shall provide written notice within five (5) Days of CLEC violation of this provision to CLEC prior to denial of access and such notice shall include: 1) identification of the violation of this provision and the personnel involved, 2)

identification of the safety regulation violated, and 3) date and location of such violation. CLEC will have five (5) Days to remedy any such violation for which it has received notice from Qwest. In the event that CLEC fails to remedy any such violation of which it has received notice within such five (5) Days following receipt of such notice, CLEC shall be denied unescorted access to the affected Premises. In the event CLEC disputes any action Qwest seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by expedited Dispute Resolution.

11.20 No flammable or explosive fluids or materials are to be kept or used anywhere within the Qwest buildings or on the grounds.

11.21 No weapons of any type are allowed on Qwest Premises. Vehicles on Qwest property are subject to this restriction as well.

11.22 Except as otherwise provided in this Agreement, CLEC's employees, agents or vendors may not make any modifications, alterations, additions or repairs to any space within the building or on the grounds, provided, however, nothing in Section 11 shall prevent CLEC, its employees or agents from performing modifications, alterations, additions or repairs to its own equipment or facilities.

11.23 Qwest employees may request CLEC's employees, agents or vendors to stop any work activity that in their reasonable judgment is a jeopardy to personal safety or poses a potential for damage to the Qwest Premises, Qwest equipment or Qwest services within the facility until the situation is remedied. CLEC employees may report any work activity that in their reasonable judgment is a jeopardy to personal safety or poses a potential for damage to the building, CLEC equipment or CLEC services within the facility, to Qwest Service Assurance (800-713-3666) and the reported work activity will be immediately stopped until the situation is remedied. In the event such non-compliant activity occurs in a Qwest Central Office, notification of the non-compliant activity may be made to the Central Office supervisor, and the Central Office supervisor shall immediately stop the reported work activity until the situation is remedied. The compliant Party shall provide immediate notice of the non-compliant work activity to the non-compliant Party and such notice shall include: 1) identification of the non-compliant work activity, 2) identification of the safety regulation violated, and 3) date and location of safety violation. If such non-compliant work activities pose an immediate threat to the safety of the other Party's employees, interference with the performance of the other Party's service obligations, or pose an immediate threat to the physical integrity of the other Party's facilities, the compliant Party may perform such work and/or take action as is necessary to correct the condition at the non-compliant Party's expense. In the event the non-compliant Party disputes any action the compliant Party seeks to take or has taken pursuant to this provision, the non-compliant Party may pursue immediate resolution by expedited Dispute Resolution. If the non-compliant Party fails to correct any safety non-compliance within ten (10) Days of written notice of non-compliance, or if such non-compliance cannot be corrected within ten (10) Days of written notice of non-compliance, and if the non-compliant Party fails to take all appropriate steps to correct as soon as reasonably possible, the compliant Party may pursue immediate resolution by expedited Dispute Resolution.

11.24 Qwest is not liable for any damage, theft or personal injury resulting from CLEC's employees, agents or vendors parking in a Qwest parking area.

11.25 CLEC's employees, agents or vendors outside the designated CLEC access area, or without proper identification may be asked to vacate the Premises and Qwest security

may be notified. Continued violations may result in termination of access privileges. Qwest shall provide immediate notice of the security violation to CLEC and such notice shall include: 1) identification of the security violation, 2) identification of the security regulation violated, and 3) date and location of security violation. CLEC will have five (5) Days to remedy any such alleged security violation before any termination of access privileges for such individual. In the event CLEC disputes any action Qwest seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by expedited or other Dispute Resolution.

11.26 Building related problems may be referred to the Qwest Work Environment Centers:

800-879-3499 (CO, WY, AZ, NM)

800-201-7033 (all other Qwest states)

11.27 CLEC will submit a Qwest Collocation Access Application form for individuals needing to access Qwest facilities. CLEC and Qwest will meet to review applications and security requirements.

11.28 CLEC employees, agents and vendors will utilize only corridors, stairways and elevators that provide direct access to CLEC's space or the nearest restroom facility. Such access will be covered in orientation meetings. Access shall not be permitted to any other portions of the building.

11.29 CLEC will collect identification/access cards for any employees, agents or vendors no longer working on behalf of CLEC and forward them to Qwest Security. If cards or keys cannot be collected, CLEC will immediately notify Qwest at 800-210-8169.

11.30 CLEC will assist Qwest in validation and verification of identification of its employees, agents and vendors by providing a telephone contact available seven (7) Days a week, twenty-four (24) hours a Day.

11.31 Qwest and CLEC employees, agents and vendors will notify Qwest Service Assurance (800-713-3666) prior to gaining access into a Central Office after hours, for the purpose of disabling Central Office alarms for CLEC access. Normal business hours are 7:00 a.m. to 5:00 p.m.

11.32 CLEC will notify Qwest if CLEC has information that its employee, agent or vendor poses a safety and/or security risk. Qwest may deny access to anyone who in the reasonable judgment of Qwest threatens the safety or security of facilities or personnel.

11.33 CLEC will supply to Qwest Security, and keep up to date, a list of its employees, agents and vendors who require access to CLEC's space. The list will include names and social security numbers. Names of employees, agents or vendors to be added to the list will be provided to Qwest Security, who will provide it to the appropriate Qwest personnel.

11.34 Revenue Protection. Qwest shall make available to CLEC all present and future fraud prevention or revenue protection features. These features include, but are not limited to, screening codes, information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively; call blocking of domestic, international, 800, 888, 900, NPA-976, 700 and 500 numbers. Qwest shall additionally provide partitioned access to fraud

prevention, detection and control functionality within pertinent Operations Support Systems which include but are not limited to LIDB Fraud monitoring systems.

11.34.1 Uncollectable or unbillable revenues resulting from, but not confined to, Provisioning, maintenance, or signal network routing errors shall be the responsibility of the Party causing such error or malicious acts, if such malicious acts could have reasonably been avoided.

11.34.2 Uncollectable or unbillable revenues resulting from the accidental or malicious alteration of software underlying Network Elements or their subtending Operational Support Systems by unauthorized third parties that could have reasonably been avoided shall be the responsibility of the Party having administrative control of access to said Network Element or operational support system software.

11.34.3 Qwest shall be responsible for any direct uncollectible or unbillable revenues resulting from the unauthorized physical attachment to Loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud, if Qwest could have reasonably prevented such fraud.

11.34.4 To the extent that incremental costs are directly attributable to a revenue protection capability requested by CLEC, those costs will be borne by CLEC.

11.34.5 To the extent that either Party is liable to any toll provider for fraud and to the extent that either Party could have reasonably prevented such fraud, the Party who could have reasonably prevented such fraud must indemnify the other for any fraud due to compromise of its network (e.g., clip-on, missing information digits, missing toll restriction, etc.).

11.34.6 If Qwest becomes aware of potential fraud with respect to CLEC's accounts, Qwest will promptly inform CLEC and, at the direction of CLEC, take reasonable action to mitigate the fraud where such action is possible.

11.35 Law Enforcement Interface. Qwest and CLEC provide emergency assistance to 911 centers and law enforcement agencies seven (7) Days a week/twenty-four (24) hours a Day. Assistance includes, but is not limited to, release of 911 trace and subscriber information; in-progress trace requests; establishing emergency trace equipment, release of information from an emergency trap/trace or \*57 trace; requests for emergency subscriber information; assistance to law enforcement agencies in hostage/barricade situations, kidnappings, bomb threats, extortion/scams, runaways and life threats.

11.36 Qwest provides trap/trace, pen register and Title III assistance directly to law enforcement, if such assistance is directed by a court order. This service is provided during normal business hours, Monday through Friday. Exceptions are addressed in the above paragraph. The charges for these services will be billed directly to the law enforcement agency, without involvement of CLEC, for any lines served from Qwest Wire Centers or cross boxes.

11.37 In all cases involving telephone lines served from Qwest Wire Centers or cross boxes, whether the line is a resold line or Unbundled Loop element, Qwest will perform trap/trace Title III and pen register assistance directly with law enforcement. CLEC will not be involved or notified of such actions, due to non-disclosure court order considerations, as well as timely response duties when law enforcement agencies are involved. Exceptions to the above

will be those cases, as yet undetermined, where CLEC must participate due to technical reasons wherein its circuitry must be accessed or modified to comply with law enforcement, or for legal reasons that may evolve over time. CLEC will provide Qwest with a contact during normal business hours, Monday through Friday for processing such requests, should they occur.



## **Section 12.0 - ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)**

### **12.1 Description**

12.1.1 Qwest has developed and shall continue to provide Operational Support System (OSS) interfaces using electronic gateways and manual processes. These gateways act as a mediation or control point between CLEC's and Qwest's OSS. These gateways provide security for the interfaces, protecting the integrity of the Qwest OSS and databases. Qwest's OSS interfaces have been developed to support Pre-ordering, Ordering and Provisioning, Maintenance and Repair and Billing. This section describes the interfaces and manual processes that Qwest has developed and shall provide to CLEC. Additional technical information and details shall be provided by Qwest in training sessions and documentation and support, such as the "Interconnect Mediated Access User's Guide." Qwest will continue to make improvements to the electronic interfaces as technology evolves, Qwest's legacy systems improve, or CLEC needs require. Qwest shall provide notification to CLEC consistent with the provisions of the Change Management Process (CMP) set forth in Section 12.2.6.

12.1.2 Through its electronic gateways and manual processes, Qwest shall provide CLEC non-discriminatory access to Qwest's OSS for Pre-ordering, Ordering and Provisioning, Maintenance and Repair, and Billing functions. For those functions with a retail analogue, such as pre-ordering and ordering and Provisioning of resold services, Qwest shall provide CLEC access to its OSS in substantially the same time and manner as it provides to itself. For those functions with no retail analogue, such as pre-ordering and ordering and Provisioning of Unbundled Elements, Qwest shall provide CLEC access to Qwest's OSS sufficient to allow an efficient competitor a meaningful opportunity to compete. Qwest will comply with the standards for access to OSS set forth in Section 20. Qwest shall deploy the necessary systems and personnel to provide sufficient access to each of the necessary OSS functions. Qwest shall provide assistance for CLEC to understand how to implement and use all of the available OSS functions. Qwest shall provide CLEC sufficient electronic and manual interfaces to allow CLEC equivalent access to all of the necessary OSS functions. Through its web site, training, disclosure documentation and development assistance, Qwest shall disclose to CLEC any internal business rules and other formatting information necessary to ensure that CLEC's requests and orders are processed efficiently. Qwest shall provide training to enable CLEC to devise its own course work for its own employees. Through its documentation available to CLEC, Qwest will identify how its interface differs from national guidelines or standards. Qwest shall provide OSS designed to accommodate both current demand and reasonably foreseeable demand.

### **12.2 OSS Support for Pre-ordering, Ordering and Provisioning**

12.2.0 Qwest will establish interface contingency plans and disaster recovery plans for the interfaces described in this Section. Qwest will work cooperatively with CLECs through the CMP to consider any suggestions made by CLECs to improve or modify such plans. CLEC-specific requests for modifications to such plans will be negotiated and mutually agreed upon between Qwest and CLEC.

#### **12.2.0.1 Ordering and Provisioning**

12.2.0.1.1 Ordering and Provisioning - Qwest will provide access to ordering and status functions. CLEC will populate the service request to identify what

features, services, or elements it wishes Qwest to provision in accordance with Qwest's published business rules.

12.2.0.1.2 Qwest will provide all Provisioning services to CLEC during the same business hours that Qwest provisions services for its end user customers. Qwest will provide out-of-hours Provisioning services to CLEC on a non-discriminatory basis, as it provides such Provisioning services to itself, its end user customers, its Affiliates or any other Party. Qwest shall disclose the business rules regarding out-of-hours Provisioning on its wholesale web site.

12.2.0.1.3 When CLEC places a manual order, Qwest will provide CLEC with a manual Firm Order Confirmation (FOC) notice. The confirmation notice will follow industry-standard formats.

12.2.0.1.4 Business rules regarding rejection of Local Service Requests (LSR) or Access Service Requests (ASR) are subject to the provisions of Section 12.2.6.

12.2.0.1.5 When Qwest provides installation on behalf of CLEC, Qwest will advise CLEC's end user customer to notify CLEC immediately if the end user customer requests a service change at the time of installation.

## **12.2.1 Ordering Process**

### **12.2.1.1 Local Service Requests (LSR)**

12.2.1.1.1 Qwest shall provide electronic interface gateways for submission of LSRs, including both an application-to-application interface and a Graphical User Interface (GUI).

12.2.1.1.2 The interface guidelines for the application-to-application interface are based upon the Order & Billing Forum (OBF) Local Service Order Guidelines (LSOG), and the appropriate electronic transmission standards. Exceptions to the above guidelines/standards shall be specified in the Interconnect Mediated Access (IMA) disclosure documents.

12.2.1.1.3 The GUI shall provide a single interface for Pre-order and Order transactions from CLEC to Qwest and is browser based. The GUI interface shall be based on the LSOG and utilizes a WEB standard technology, Hyper Text Markup Language (HTML), JAVA and the Transmission Control Protocol/Internet Protocol (TCP/IP) to transmit messages.

12.2.1.1.4 Functions Pre-ordering - Qwest will provide real time, electronic access to pre-order functions to support CLEC's ordering via the electronic interfaces described herein. Qwest will make the following real time pre-order functions available to CLEC:

12.2.1.1.4.1 Features, services and Primary Interexchange Carrier (PIC) options for IntraLATA toll and InterLATA toll available at a valid service address;

12.2.1.1.4.2 Access to Customer Service Records (CSRs) for Qwest retail or resale end user customers. The information will include Billing name, service address, Billing address, service and feature subscription, Directory Listing information, and Long Distance Carrier identity;

12.2.1.1.4.3 Telephone number request and selection;

12.2.1.1.4.4 Reservation of appointments for service installations requiring the dispatch of a Qwest technician on a non-discriminatory basis;

12.2.1.1.4.5 Information regarding whether dispatch is required for service installation and available installation appointments;

12.2.1.1.4.6 Service address verification;

12.2.1.1.4.7 Facility availability, Loop qualification and Loop make-up information, including, but not limited to, Loop length, presence of Bridged Taps, repeaters, and loading coils;

12.2.1.1.4.8 A list of valid available CFAs for Unbundled Loops;

12.2.1.1.4.9 A list of one to five (1-5) individual Meet Points or a range of Meet Points for shared Loops;

12.2.1.1.4.10 Design Layout Record (DLR) Query which provides the layout for the local portion of a circuit at a particular location where applicable;

12.2.1.1.4.11 NC/NCI combinations supported by IMA flow-through can be addressed;

12.2.1.1.4.12 Raw Loop Data can be validated in IMA and QORA and retrieved by segments and sub-segments; and

12.2.1.1.4.13 Loop Qualification for ISDN and Qwest DSL services can be performed using IMA Loop Qualification Tool.

12.2.1.1.5 When CLEC places an electronic order, Qwest will provide CLEC with an electronic FOC. The FOC will follow industry-standard formats and contain the Qwest Due Date for order completion. Upon completion of the order, Qwest supplies two (2) completion notices: 1) service order completion (SOC) which notifies CLEC when the service order record was completed, and 2) Billing completion that notifies CLEC that the service order has posted to the Billing system.

12.2.1.1.6 When CLEC places an electronic order, Qwest will provide notification electronically of any instances when 1) Qwest's Committed Due Date is in jeopardy of not being met by Qwest, or 2) an order is rejected. The standards for returning such notices are set forth in Section 20.

12.2.1.1.7 When CLEC places a manual order, Qwest provide notification of any instances when 1) Qwest's committed Due Date is in jeopardy of not being met by Qwest on any service, or 2) an order is rejected. The standards for returning such notices are set forth in Section 20.

12.2.1.1.8 Dial-Up Capabilities

12.2.1.1.8.1 Intentionally Left Blank.

12.2.1.1.8.2 Intentionally Left Blank.

12.2.1.1.8.3 When CLEC requests from Qwest more than fifty (50) SecurIDs for use by CLEC customer service representatives at a single CLEC location, CLEC shall use a T1 line instead of dial-up access at that location. If CLEC is obtaining the line from Qwest, then CLEC shall be able to use SecurIDs until such time as Qwest provisions the T1 line and the line permits pre-order and order information to be exchanged between Qwest and CLEC.

12.2.1.1.9 Application-to-application Facilities-based Listing Process. Qwest shall provide an application-to-application facilities-based listing interface to enable CLEC's listing data to be translated and passed into the Qwest listing database. This interface is based upon OBF LSOG and the appropriate electronic transmission standards. Qwest shall supply exceptions to these guidelines/standards in writing in sufficient time for CLEC to adjust system requirements.

12.2.1.2 Access Service Request (ASR)

12.2.1.2.1 Qwest shall provide a computer-to-computer batch file interface, an application-to-application interface, and a GUI interface for submission of ASRs based upon the OBF Access Service Order Guidelines (ASOG). Qwest shall supply exceptions to these guidelines in writing in sufficient time for CLEC to adjust system requirements.

12.2.1.2.2 Functions Pre-ordering. Qwest will provide real time, electronic access to pre-order functions to support CLEC's ordering via the electronic interfaces described in this Section. Qwest will make the following real time pre-order functions available to CLEC:

12.2.1.2.2.1 Service Address validation;

12.2.1.2.2.2 CFA validation;

12.2.1.2.2.3 NC-NCI validation;

12.2.1.2.2.4 BAN validation; and

12.2.1.2.2.5 CLLI validation.

12.2.1.2.3 When CLEC places an electronic or manual order,

Qwest will provide notification of any instances when 1) Qwest's committed Due Date is in jeopardy of not being met by Qwest, or 2) an order is rejected. The standards for returning such notices are set forth in Section 20.

12.2.1.2.4 When CLEC places an electronic order, Qwest will provide CLEC with an electronic Firm Order Confirmation notice (FOC). The FOC will follow industry-standard formats and contain the Qwest Due Date for order completion.

## **12.2.2 Maintenance and Repair**

12.2.2.1 Qwest shall provide electronic interface gateways, including an Electronic Bonding interface and a GUI interface, for reviewing an end user customer's trouble history at a specific location, conducting testing of an end user customer's service where applicable, and reporting trouble to facilitate the exchange of updated information and progress reports between Qwest and CLEC while the Trouble Report (TR) is open and a Qwest technician is working on the resolution. CLEC may also report trouble through manual processes. For designed services, the TR will not be closed prior to verification by CLEC that trouble is cleared.

## **12.2.3 Interface Availability**

12.2.3.1 Qwest shall make its OSS interfaces available to CLEC during the hours listed in the Gateway Availability PIDs in Section 20.

12.2.3.2 Qwest shall notify CLEC in a timely manner regarding system downtime through mass email distribution and pop-up windows as applicable.

## **12.2.4 Billing**

12.2.4.1 For products billed out of the Qwest Interexchange Access Billing System (IABS), Qwest will utilize the existing CABS/BOS format and technology for the transmission of bills.

12.2.4.2 For products billed out of the Qwest Customer Record Information System (CRIS), Qwest will utilize the existing EDI standard for the transmission of monthly local Billing information. EDI is an established standard under the auspices of the ANSI/ASC X12 Committee. A proper subset of this specification has been adopted by the Telecommunications Industry Forum (TCIF) as the "811 Guidelines" specifically for the purposes of Telecommunications Billing. Any deviance from these standards and guidelines shall be documented and accessible to CLEC.

## **12.2.5 Outputs**

Output information will be provided to CLEC in the form of bills, files, and reports. Bills will capture all regular monthly and incremental/usage charges and present them in a summarized format. The files and reports delivered to CLEC come in the following categories:

Usage Record File	Line Usage Information
Loss and Completion	Order Information
Category 11	Facility Based Line Usage Information
SAG/FAM	Street Address/Facility Availability Information

#### 12.2.5.1 Bills

12.2.5.1.1 CRIS Summary Bill - The CRIS Summary Bill represents a monthly summary of charges for most wholesale products sold by Qwest. This bill includes a total of all charges by entity plus a summary of current charges and adjustments on each sub-account. Individual sub-accounts are provided as Billing detail and contain monthly, one-time charges and incremental/call detail information. The Summary Bill provides one bill and one payment document for CLEC. These bills are segmented by state and bill cycle. The number of bills received by CLEC is dictated by the product ordered and the Qwest region in which CLEC is operating.

12.2.5.1.2 IABS Bill - The IABS Bill represents a monthly summary of charges. This bill includes monthly and one-time charges plus a summary of any usage charges. These bills are segmented by product, LATA, Billing account number (BAN) and bill cycle.

#### 12.2.5.2 Files and Reports

12.2.5.2.1 Daily Usage Record File provides the accumulated set of call information for a given Day as captured or recorded by the network Switches. This file will be transmitted Monday through Friday, excluding Qwest holidays. This information is a file of unrated Qwest originated usage messages and rated CLEC originated usage messages. It is provided in ATIS standard Electronic Message Interface (EMI) format. This EMI format is outlined in the document SR-320; which can be obtained directly from ATIS. The Daily Usage Record File contains multi-state data for the Data Processing Center generating this information. Individual state identification information is contained with the message detail. Qwest will provide this data to CLEC with the same level of precision and accuracy it provides itself. This file will be provided for resale products.

12.2.5.2.2 The charge for this Daily Usage Record File is contained in Exhibit A of this Agreement.

12.2.5.2.3 Routing of in-region IntraLATA Collect, Calling Card, and Third Number Billed Messages - Qwest will distribute in-region IntraLATA collect, calling card, and third number billed messages to CLEC and exchange with other CLECs operating in region in a manner consistent with existing inter-company processing agreements. Whenever the daily usage information is transmitted to a Carrier, it will contain these records for these types of calls as well.

12.2.5.2.4 Loss Report provides CLEC with a daily report that contains a list of accounts that have had lines and/or services disconnected. This may indicate that the end user customer has changed CLECs or removed services from an existing account. This report also details the order number, service name and address, and date this change was made. Individual reports will be provided for resale and Unbundled Loop products.

12.2.5.2.5 Completion Report provides CLEC with a daily report. This report is used to advise CLEC that the order(s) for the service(s) requested is complete. It details the order number, service name and address and date this change was completed. Individual reports will be provided for resale and Unbundled Loop products.

12.2.5.2.6 Category 11 Records are Exchange Message Records (EMR) which provide mechanized record formats that can be used to exchange access usage information between Qwest and CLEC. Category 1101 series records are used to exchange detailed access usage information.

12.2.5.2.7 Intentionally Left Blank.

12.2.5.2.8 SAG/FAM Files. The SAG (Street Address Guide)/FAM (Features Availability Matrix) files contain the following information:

- a) SAG provides Address and Serving Central Office Information.
- b) FAM provides USOCs and descriptions by state (POTS services only), and USOC availability by NPA-NXX with the exception of Centrex. InterLATA/IntraLATA Carriers by NPA-NXX.

These files are made available via a download process. They can be retrieved by FTP (File Transfer Protocol), NDM connectivity, or a Web browser.

12.2.6 Change Management. Qwest agrees to maintain a change management process, known as (CMP), that is consistent with or exceeds industry guidelines, standards and practices to address Qwest's OSS, products and processes. The CMP shall include, but not be limited to, utilization of the following: (i) a forum for CLEC and Qwest to discuss CLEC and Qwest change requests (CR), CMP notifications, systems release life cycles, and communications; (ii) provide a forum for CLECs and Qwest to discuss and prioritize CRs, where applicable pursuant to the CMP Document; (iii) a mechanism to track and monitor CRs and CMP notifications; (iv) established intervals where appropriate in the process; (v) processes by which CLEC impacts that result from changes to Qwest's OSS, products or processes can be promptly and effectively resolved; (vi) processes that are effective in maintaining the shortest timeline practicable for the receipt, development and implementation of all CRs; (vii) sufficient dedicated Qwest processes to address and resolve in a timely manner CRs and other issues that come before the CMP body; (viii) processes for OSS Interface testing; (ix) information that is clearly organized and readily accessible to CLECs, including the availability of web-based tools; (x) documentation provided by Qwest that is effective in enabling CLECs to build an electronic gateway; and (xi) a process for changing CMP that calls for collaboration among CLECs and Qwest and requires agreement by the CMP participants. Pursuant to the scope and procedures set forth in the CMP Document, Qwest will submit to CLECs through the CMP, among other things, modifications to existing products and technical documentation available to

CLECs, introduction of new products available to CLECs, discontinuance of products available to CLECs, modifications to pre-ordering, ordering/provisioning, maintenance/repair or billing processes, introduction of pre-ordering, ordering/provisioning, maintenance/repair or billing processes, discontinuance of pre-ordering, ordering/provisioning, maintenance/repair or billing processes, modifications to existing OSS interfaces, introduction of new OSS interfaces, and retirement of existing OSS interfaces. Qwest will maintain as part of CMP an escalation process so that CMP issues can be escalated to a Qwest representative authorized to make a final decision and a process for the timely resolution of disputes. The governing document for CMP, known as the "Change Management Process" Document is the subject of ongoing negotiations between Qwest and CLECs in the ongoing CMP. The CMP Document will continue to be changed through those discussions. The CMP Document reflects the commitments Qwest has made regarding maintaining its CMP and Qwest commits to implement agreements made in the CMP process as soon as practicable after they are made. The CMP Document will be subject to change through the CMP, as set forth in the CMP Document. Qwest will maintain the most current version of the CMP Document on its wholesale web site.

12.2.6.1 In the course of establishing operational ready system interfaces between Qwest and CLEC to support local service delivery, CLEC and Qwest may need to define and implement system interface specifications that are supplemental to existing standards. CLEC and Qwest will submit such specifications to the appropriate standards committee and will work towards their acceptance as standards.

12.2.6.2 Release updates will be implemented pursuant to the CMP.

12.2.6.3 Intentionally Left Blank.

12.2.6.4 Intentionally Left Blank.

### **12.2.7 CLEC Responsibilities for Implementation of OSS Interfaces**

12.2.7.1 Before CLEC implementation can begin, CLEC must completely and accurately answer the New Customer Questionnaire as required in Section 3.2.

12.2.7.2 Once Qwest receives a complete and accurate New Customer Questionnaire, Qwest and CLEC will mutually agree upon time frames for implementation of connectivity between CLEC and the OSS interfaces.

### **12.2.8 Qwest Responsibilities for On-going Support for OSS Interfaces**

Qwest will support previous application-to-application releases for six (6) months after the next subsequent release has been deployed.

12.2.8.1 Qwest will provide written notice to CLEC of the need to migrate to a new release.

12.2.8.2 Qwest will provide an Implementation Coordinator to work with CLEC for business scenario re-certification, migration and data conversion strategy definition.

12.2.8.3 Re-certification is the process by which CLEC demonstrates the ability to generate correct functional transactions for enhancements not previously certified. Qwest will provide the suite of tests for re-certification to CLEC with the issuance of the



disclosure document.

12.2.8.4 Qwest shall provide training mechanisms for CLEC to pursue in educating its internal personnel. Qwest shall provide training necessary for CLEC to use Qwest's OSS interfaces and to understand Qwest's documentation, including Qwest's business rules.

## **12.2.9 CLEC Responsibilities for On-going Support for OSS Interfaces**

12.2.9.1 If using the GUI interface, CLEC will take reasonable efforts to train CLEC personnel on the GUI functions that CLEC will be using.

12.2.9.2 An application-to-application exchange protocol will be used to transport electronically-formatted content. CLEC must perform certification testing of exchange protocol prior to using the application-to-application interface.

12.2.9.3 Qwest will provide CLEC with access to a stable testing environment that mirrors production to certify that its OSS will be capable of interacting smoothly and efficiently with Qwest's OSS. Qwest has established the following test processes to assure the implementation of a solid interface between Qwest and CLEC:

12.2.9.3.1 Connectivity Testing – CLEC and Qwest will conduct connectivity testing. This test will establish the ability of the trading partners to send and receive electronic messages effectively. This test verifies the communications between the trading partners. Connectivity is established during each phase of the implementation cycle. This test is also conducted prior to controlled production and before going live in the production environment if CLEC or Qwest has implemented environment changes when moving into production.

12.2.9.3.2 Stand-Alone Testing Environment (SATE) regression testing: Qwest's stand-alone testing environment will take pre-order and order requests, pass them to the stand-alone database, and return responses to CLEC during its development and implementation of application-to-application interface. Regression testing-SATE provides CLEC the opportunity to validate its technical development efforts built via Qwest documentation without the need to schedule test times. This testing verifies CLEC's ability to send correctly formatted electronic transactions through the IMA system edits successfully for both new and existing releases. SATE uses test account data supplied by Qwest. Qwest will make additions to the test beds and test accounts as it introduces new OSS electronic interface capabilities, including support of new products and services, new interface features, and functionalities. All SATE pre-order queries and orders are subjected to the same edits as production pre-order and order transactions. This testing phase is optional.

12.2.9.3.3 SATE-progression testing: CLEC has the option of participating with Qwest in progression testing to provide CLEC with the opportunity to validate technical development efforts and to quantify processing results. Progression testing provides CLEC the opportunity to validate its technical development efforts built via Qwest documentation without the need to schedule test times. This testing verifies CLEC's ability to send correctly formatted

electronic transactions through IMA system edits successfully for both new and existing releases. SATE uses test account data supplied by Qwest. Qwest will make additions to the test beds and test accounts as it introduces new OSS electronic interface capabilities, including support of new products and services, new interface features, and functionalities. All SATE pre-order queries and orders are subjected to the same edits as production pre-order and order transactions. This testing phase is required.

12.2.9.3.4        Controlled Production – Qwest and CLEC will perform controlled production. The controlled production process is designed to validate the ability of CLEC to transmit electronic data that completely meets the appropriate electronic transmission standards and complies with all Qwest business rules. Controlled production consists of the controlled submission of actual CLEC production requests to the Qwest production environment. Qwest treats these pre-order queries and orders as production pre-order and order transactions. Qwest and CLEC use controlled production results to determine operational readiness. Controlled production requires the use of valid account and order data. All certification orders are considered to be live orders and will be provisioned.

12.2.9.3.5        If CLEC is using the application-to-application interface, Qwest shall provide CLEC with a pre-allotted amount of time to complete certification of its business scenarios. Qwest will allow CLEC a reasonably sufficient amount of time during the day and a reasonably sufficient number of days during the week to complete certification of its business scenarios consistent with CLEC's business plan. It is the sole responsibility of CLEC to schedule an appointment with Qwest for certification of its business scenarios. CLEC must make every effort to comply with the agreed upon dates and times scheduled for the certification of its business scenarios. If the certification of business scenarios is delayed due to CLEC, it is the sole responsibility of CLEC to schedule new appointments for certification of its business scenarios. Qwest will make reasonable efforts to accommodate CLEC schedule. Conflicts in the schedule could result in certification being delayed. If a delay is due to Qwest, Qwest will honor CLEC's schedule through the use of alternative hours.

12.2.9.3.6        Intentionally Left Blank.

12.2.9.4        If CLEC is using the application-to-application interface, CLEC must work with Qwest to certify the business scenarios that CLEC will be using in order to ensure successful transaction processing. Qwest and CLEC shall mutually agree to the business scenarios for which CLEC requires certification. Certification will be granted for the specified release of the interface. If CLEC is certifying multiple products or services, CLEC has the option of certifying those products or services serially or in parallel where Technically Feasible.

12.2.9.4.1        For a new software release or upgrade, Qwest will provide CLEC a stable testing environment that mirrors the production environment in order for CLEC to test the new release. For software releases and upgrades, Qwest has implemented the testing processes set forth in Sections 12.2.9.3.2, 12.2.9.3.3 and 12.2.9.3.4.

12.2.9.5 New releases of the application-to-application interface may require re-certification of some or all business scenarios. A determination as to the need for re-certification will be made by the Qwest coordinator in conjunction with the release manager of each IMA release. Notice of the need for re-certification will be provided to CLEC as the new release is implemented. The suite of re-certification test scenarios will be provided to CLEC with the disclosure document. If CLEC is certifying multiple products or services, CLEC has the option of certifying those products or services serially or in parallel, where Technically Feasible.

12.2.9.6 CLEC will contact the Qwest Implementation Coordinator to initiate the migration process. CLEC may not need to certify to every new IMA application-to-application release, however, CLEC must complete the re-certification and migration to the new release within six (6) months of the deployment of the new release. CLEC will use reasonable efforts to provide sufficient support and personnel to ensure that issues that arise in migrating to the new release are handled in a timely manner.

12.2.9.6.1 The following rules apply to initial development and certification of IMA application-to-application interface versions and migration to subsequent application-to-application interface versions:

12.2.9.6.1.1 SATE regression or SATE progression interoperability testing must begin on the prior release before the next release is implemented. Otherwise, CLEC will be required to move its implementation plan to the next release.

12.2.9.6.1.2 New IMA application-to-application users must be certified and in production with at least one (1) product and one (1) order activity type on a prior release two (2) months after the implementation of the next release. Otherwise, CLEC will be required to move its implementation plan to the next release.

12.2.9.6.1.3 Any IMA application-to-application user that has been placed into production on the prior release not later than two (2) months after the next release implementation may continue certifying additional products and activities until two (2) months prior to the retirement of the release. To be placed into production, the products/order activities must have been tested in the SATE environment before two (2) months after the implementation of the next release.

12.2.9.7 CLEC will be expected to execute the re-certification test cases in the stand alone test environment. CLEC will provide Purchase Order Numbers (PONs) of the successful test cases to Qwest.

12.2.9.8 Intentionally Left Blank.

## **12.2.10 CLEC Support**

12.2.10.1 Qwest shall provide documentation and assistance for CLEC to understand how to implement and use all of the available OSS functions. Qwest shall provide to CLEC in writing any internal business rules and other formatting information necessary to ensure that CLEC's requests and orders are processed efficiently. This

assistance will include, but is not limited to, contacts to the CLEC account team, training, documentation, and CLEC Help Desk. Qwest will also supply CLEC with an escalation level contact list in the event issues are not resolved via contacts to the CLEC account team, training, documentation and CLEC Help Desk.

#### 12.2.10.2 CLEC Help Desk

12.2.10.2.1 The CLEC Systems Help Desk will provide a single point of entry for CLEC to gain assistance in areas involving connectivity, system availability, and file outputs. The CLEC Systems Help Desk areas are further described below.

12.2.10.2.1.1 Connectivity covers trouble with CLEC's access to the Qwest system for hardware configuration requirements with relevance to application-to-application and GUI interfaces; software configuration requirements with relevance to application-to-application and GUI interfaces; modem configuration requirements, T1 configuration and dial-in string requirements, firewall access configuration, web-services configuration, SecurID configuration, Profile Setup, and password verification.

12.2.10.2.1.2 System Availability covers system errors generated during an attempt by CLEC to place orders or open trouble reports through application-to-application and GUI interfaces. These system errors are limited to: Resale/POTS; UNE POTS; Design Services and Repair.

12.2.10.2.1.3 File Outputs covers CLEC's output files and reports produced from its usage and order activity. File outputs system errors are limited to: Daily Usage File; Loss / Completion File, IABS Bill, CRIS Summary Bill, Category 11 Report and SAG/FAM Reports.

12.2.10.3 Additional assistance to CLEC is available through various public web sites. These web sites provide electronic interface training information and user documentation and technical specifications and are located on Qwest's wholesale web site. Qwest will provide Interconnect Service Center Help Desks which will provide a single point of contact for CLEC to gain assistance in areas involving order submission and manual processes.

#### 12.2.11 Compensation/Cost Recovery

Recurring and nonrecurring OSS charges, as applicable, will be billed at rates set forth in Exhibit A. Any such rates will be consistent with Existing Rules. Qwest shall not impose any recurring or nonrecurring OSS charges unless and until the Commission authorizes Qwest to impose such charges and/or approves applicable rates at the completion of appropriate cost docket proceedings.

## **12.3 Maintenance and Repair**

### **12.3.1 Service Levels**

12.3.1.1 Qwest will provide repair and maintenance for all services covered by this Agreement in substantially the same time and manner as that which Qwest provides for itself, its end user customers, its Affiliates, or any other party. Qwest shall provide CLEC repair status information in substantially the same time and manner as Qwest provides for its retail services.

12.3.1.2 During the term of this Agreement, Qwest will provide necessary maintenance business process support to allow CLEC to provide similar service quality to that provided by Qwest to itself, its end user customers, its Affiliates, or any other party.

12.3.1.3 Qwest will perform repair service that is substantially the same in timeliness and quality to that which it provides to itself, its end user customers, its Affiliates, or any other party. Trouble calls from CLEC shall receive response time priority that is substantially the same as that provided to Qwest, its end user customers, its Affiliates, or any other party and shall be handled in a nondiscriminatory manner.

### **12.3.2 Branding**

12.3.2.1 Qwest shall use unbranded Maintenance and Repair forms while interfacing with CLEC customers. Upon request, Qwest shall use CLEC provided and branded Maintenance and Repair forms. Qwest may not unreasonably interfere with branding by CLEC.

12.3.2.2 Except as specifically permitted by CLEC, in no event shall Qwest provide information to CLEC subscribers about CLEC or CLEC product or services.

12.3.2.3 This section shall confer on Qwest no rights to the service marks, trademarks and trade names owned by or used in connection with services offered by CLEC or its Affiliates, except as expressly permitted by CLEC.

### **12.3.3 Service Interruptions**

12.3.3.1 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not: 1) interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring Carriers involved in its services; 2) cause damage to the plant of the other Party, its affiliated companies, or its connecting concurring Carriers involved in its services; 3) violate any Applicable Law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service".

12.3.3.2 If it is confirmed that either Party is causing an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the

"Impairing Party") of the nature and location of the problem. The Impaired Party shall advise the Impairing Party that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment.

12.3.3.3 To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a repair center for such service.

12.3.3.4 Each Party shall furnish a trouble reporting telephone number for the designated repair center. This number shall give access to the location where records are normally located and where current status reports on any trouble reports are readily available. If necessary, alternative out-of-hours procedures shall be established to ensure access to a location that is staffed and has the authority to initiate corrective action.

12.3.3.5 Before either Party reports a trouble condition, it shall use its best efforts to isolate the trouble to the other's facilities.

12.3.3.5.1 In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to CLEC as itself, its end user customers, its Affiliates, or any other party.

12.3.3.5.2 The Parties shall cooperate in isolating trouble conditions.

#### **12.3.4 Trouble Isolation**

12.3.4.1 CLEC is responsible for its own customer base and will have the responsibility for resolution of any service trouble report(s) from its customers. CLEC will perform trouble isolation on services it provides to its customers to the extent the capability to perform such trouble isolation is available to CLEC, prior to reporting trouble to Qwest. CLEC shall have access for testing purposes at the Demarcation Point, NID, or Point of Interface. Qwest will work cooperatively with CLEC to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of Qwest's network. Qwest and CLEC will report trouble isolation test results to the other. Each Party shall be responsible for the costs of performing trouble isolation on its facilities, subject to Sections 12.3.4.2 and 12.3.4.3.

12.3.4.2 When CLEC requests that Qwest perform trouble isolation with CLEC, a Maintenance of Service Miscellaneous Charge or a Trouble Isolation charge applies if the trouble is found to be on CLEC's side or on the end user customer's side of the Demarcation Point. If the trouble is on the end user customer's side of the Demarcation Point, CLEC is required to perform its own maintenance.

12.3.4.3 Before submitting a repair request to Qwest, CLEC will isolate trouble to the Qwest network and must submit test results indicating the location of the trouble when submitting the repair request. If a trouble ticket with test results is accepted by Qwest, and Qwest determines that the trouble is on the CLEC or the end user

customer's side of the Loop Demarcation Point, a Maintenance of Service Miscellaneous Charge or a Trouble Isolation Charge applies. When CLEC elects not to perform trouble isolation and Qwest performs tests at CLEC request, a Maintenance of Service Miscellaneous Charge or a Trouble Isolation charge applies if the trouble is not in Qwest's facilities, including Qwest's facilities leased by CLEC. When trouble is found on Qwest's side of the Demarcation Point, or Point of Interface, during the investigation of the initial or repeat trouble report for the same line or circuit within thirty (30) Days, Maintenance of Service Miscellaneous Charges or Trouble Isolation Charges shall not apply.

### **12.3.5 Inside Wire Maintenance**

Except where specifically required by state or federal regulatory mandates, or as may be provided for under Section 6 of this Agreement, Qwest will not perform any maintenance of inside wire (premises wiring beyond the end user customer's Demarcation Point) for CLEC or its end user customers.

### **12.3.6 Testing/Test Requests/Coordinated Testing/UNEs**

12.3.6.1 Where CLEC does not have the ability to diagnose and isolate trouble on a Qwest line, circuit, or service provided in this Agreement that CLEC is utilizing to serve an end user customer, Qwest will conduct testing, to the extent testing capabilities are available to Qwest, to diagnose and isolate a trouble in substantially the same time and manner that Qwest provides for itself, its end user customers, its Affiliates, or any other party.

12.3.6.2 Prior to Qwest conducting a test on a line, circuit, or service provided in this Agreement that CLEC is utilizing to serve an end user customer, Qwest must receive a trouble report from CLEC.

12.3.6.3 On manually reported trouble for non-designed services, Qwest will provide readily available test results to CLEC or test results to CLEC in accordance with any applicable Commission rule for providing test results to end user customers or CLECs. On manually reported trouble for designed services provided in this Agreement, Qwest will provide CLEC test results upon request. For electronically reported trouble, Qwest will provide CLEC with the ability to obtain basic test results in substantially the same time and manner that Qwest provides for itself, its end user customers, its Affiliates, or any other party.

12.3.6.4 CLEC shall isolate the trouble condition to Qwest's portion of the line, circuit, or service provided in this Agreement before Qwest accepts a trouble report for that line, circuit or service. Once Qwest accepts the trouble report from CLEC, Qwest shall process the trouble report in substantially the same time and manner as Qwest does for itself, its end user customers, its Affiliates, or any other party.

12.3.6.5 Qwest shall test to ensure electrical continuity of all UNEs, including Central Office Demarcation Point, and services it provides to CLEC prior to closing a trouble report.

### **12.3.7 Work Center Interfaces**

12.3.7.1 Qwest and CLEC shall work cooperatively to develop positive, close working relationships among corresponding work centers involved in the trouble resolution processes.

### **12.3.8 Misdirected Repair Calls**

12.3.8.1 CLEC and Qwest will employ the following procedures for handling misdirected repair calls:

12.3.8.1.1 CLEC and Qwest will provide their respective customers with the correct telephone numbers to call for access to their respective repair bureaus.

12.3.8.1.2 Customers of CLEC shall be instructed to report all cases of trouble to CLEC. Customers of Qwest shall be instructed to report all cases of trouble to Qwest.

12.3.8.1.3 To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of Basic Exchange Telecommunications Service.

12.3.8.1.4 CLEC and Qwest will provide their respective repair contact numbers to one another on a reciprocal basis.

12.3.8.1.5 CLEC, or CLEC's agent, shall act as the single point of contact for its customer's service needs, including without limitation, sales, service design, order taking, Provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, Billing, collection and inquiry. CLEC shall inform its customer's that they are customer's of CLEC for resold services. CLEC's customer's contacting Qwest in error will be instructed to contact CLEC; and Qwest's customer's contacting CLEC in error will be instructed to contact Qwest. In the event CLEC's customer's contact Qwest in error, Qwest will either (1) provide the caller with a number the caller can dial to obtain sales information, or (2) ask the caller whether he or she would like to hear sales information. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of local Exchange Service; however, nothing in this Agreement shall be deemed to prohibit Qwest or CLEC from asking CLEC's or Qwest's customer's who call the other Party if they would like to discuss the Party's products and services, and then discussing the Party's products and services with those customer's who would like to do so.

### **12.3.9 Major Outages/Restoral/Notification**

12.3.9.1 Qwest will notify CLEC of major network outages in substantially the same time and manner as it provides itself, its end user customers, its Affiliates, or any other party. This notification will be via e-mail to CLEC's identified contact. With the minor exception of certain Proprietary Information such as customer information, Qwest will utilize the same thresholds and processes for external notification as it does for



internal purposes. This major outage information will be sent via e-mail on the same schedule as is provided internally within Qwest. The email notification schedule shall consist of initial report of abnormal condition and estimated restoration time/date, abnormal condition updates, and final disposition. Service restoration will be non-discriminatory, and will be accomplished as quickly as possible according to Qwest and/or industry standards.

12.3.9.2 Qwest will meet with associated personnel from CLEC to share contact information and review Qwest's outage restoral processes and notification processes.

12.3.9.3 Qwest's emergency restoration process operates on a 7X24 basis.

### **12.3.10 Protective Maintenance**

12.3.10.1 Qwest will perform scheduled maintenance of substantially the same type and quality to that which it provides to itself, its end user customers, its Affiliates, or any other party.

12.3.10.2 Qwest will work cooperatively with CLEC to develop industry-wide processes to provide as much notice as possible to CLEC of pending maintenance activity. Qwest shall provide notice of potentially CLEC customer impacting maintenance activity, to the extent Qwest can determine such impact, and negotiate mutually agreeable dates with CLEC in substantially the same time and manner as it does for itself, its end user customers, its Affiliates, or any other party.

12.3.10.3 Qwest shall advise CLEC of non-scheduled maintenance, testing, monitoring, and surveillance activity to be performed by Qwest on any services, including, to the extent Qwest can determine, any hardware, equipment, software, or system providing service functionality which may potentially impact CLEC and/or CLEC end user customers. Qwest shall provide the maximum advance notice of such non-scheduled maintenance and testing activity possible, under the circumstances; provided, however, that Qwest shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise CLEC promptly of any such actions it takes.

### **12.3.11 Hours of Coverage**

12.3.11.1 Qwest's repair operation is seven (7) Days a week, twenty-four (24) hours a day. Not all functions or locations are covered with scheduled employees on a 7X24 basis. Where such 7X24 coverage is not available, Qwest's repair operations center (always available 7X24) can call-out technicians or other personnel required for the identified situation.

### **12.3.12 Escalations**

12.3.12.1 Qwest will provide trouble escalation procedures to CLEC. Such procedures will be substantially the same type and quality as Qwest employs for itself, its end user customers, its Affiliates, or any other party. Qwest escalations are manual processes.

12.3.12.2 Qwest repair escalations may be initiated by either calling the trouble reporting center or through the electronic interfaces. Escalations sequence through five

tiers: tester, duty supervisor, manager, director, vice president. The first escalation point is the tester. CLEC may request escalation to higher tiers in its sole discretion. Escalations status is available through telephone and the electronic interfaces. Electronic escalation is not available for non-designed products.

12.3.12.3 Qwest shall handle chronic troubles on non-designed services, which are those greater than three (3) troubles in a rolling thirty (30) Day period, pursuant to Section 12.2.2.1.

### **12.3.13 Dispatch**

12.3.13.1 Qwest will provide maintenance dispatch personnel in substantially the same time and manner as it provides for itself, its end user customers, its Affiliates, or any other party.

12.3.13.2 Upon the acceptance of a complete and accurate trouble report from CLEC, Qwest will follow internal processes and industry standards, to resolve the repair condition. Qwest will dispatch repair personnel on occasion to repair the condition. It will be Qwest's decision whether or not to send a technician out on a dispatch. Qwest reserves the right to make this dispatch decision based on the best information available to it in the trouble resolution process. It is not always necessary to dispatch to resolve trouble; should CLEC require a dispatch when Qwest believes the dispatch is not necessary, appropriate Miscellaneous Charges for dispatch will be billed by Qwest to CLEC if Qwest can demonstrate that the dispatch was in fact unnecessary to the clearance of trouble or the trouble is identified to be caused by CLEC facilities or equipment.

12.3.13.3 For POTS lines and designed service circuits, Qwest is responsible for all Maintenance and Repair of the line or circuit and will make the determination to dispatch to locations other than the CLEC customer premises without prior CLEC authorization. For dispatch to the CLEC Customer premises Qwest shall obtain prior CLEC authorization with the exception of major outage restoration, cable rearrangements, and MTE terminal maintenance/replacement.

### **12.3.14 Trouble Reporting**

12.3.14.1 CLEC may submit trouble reports through the Electronic Bonding or GUI interfaces provided by Qwest. Trouble tickets created electronically in CEMR may be viewed at any time after creation.

12.3.14.2 Manually reported trouble tickets may be accessed by CLEC through electronic interfaces when the ticket has been closed. CLEC will only be able to view the history on the account.

### **12.3.15 Intervals/Parity**

12.3.15.1 Similar trouble conditions, whether reported on behalf of Qwest end user customers or on behalf of CLEC end user customers, will receive commitment intervals in substantially the same time and manner as Qwest provides for itself, its end user customers, its Affiliates, or any other party.

### **12.3.16 Jeopardy Management**

12.3.16.1 Qwest will notify CLEC, in substantially the same time and manner as Qwest provides this information to itself, its end user customers, its Affiliates, or any other party, that a trouble report commitment (appointment or interval) has been or is likely to be missed. At CLEC option, notification may be sent by email or fax through the electronic interface. CLEC may telephone Qwest repair center or use the electronic interfaces to obtain jeopardy status. A jeopardy, caused by either CLEC or Qwest, endangers completing provisioning and/or installation processes and impacts meeting the schedule due date of CLEC's service request. When CLEC's service request is in jeopardy, Qwest notifies CLEC via a status update, email, jeopardy notification, telephone call, and/or FOC (Firm Order Confirmation). The purpose of the jeopardy notification is to identify jeopardy conditions to CLEC that impact meeting the scheduled due date of CLEC's service requests.

### **12.3.17 Trouble Screening**

12.3.17.1 CLEC shall screen and test its end user customer trouble reports completely enough to insure, to the extent possible, that it sends to Qwest only trouble reports that involve Qwest facilities. For services and facilities where the capability to test all or portions of the Qwest network service or facility rest with Qwest, Qwest will perform test isolation and test the service and facility on behalf of CLEC.

12.3.17.2 Intentionally Left Blank.

### **12.3.18 Maintenance Standards**

12.3.18.1 Qwest will cooperate with CLEC to meet the maintenance standards outlined in this Agreement.

12.3.18.2 On manually reported trouble, Qwest will inform CLEC of repair completion in substantially the same time and manner as Qwest provides to itself, its end user customers, its Affiliates, or any other party. On electronically reported trouble reports the electronic system will automatically update status information, including trouble completion, across the joint electronic gateway as the status changes.

### **12.3.19 End User Customer Interface Responsibilities**

12.3.19.1 CLEC will be responsible for all interactions with its customers including service call handling and notifying its customers of trouble status and resolution.

12.3.19.2 All Qwest employees who perform repair service for CLEC customers will be trained in non-discriminatory behavior.

12.3.19.3 Qwest will recognize the designated CLEC/DLEC as the Customer of Record for all services ordered by CLEC/DLEC and will send all notices, invoices and pertinent information directly to CLEC/DLEC. Except as otherwise specifically provided in this Agreement, Customer of Record shall be Qwest's single and sole point of contact for all CLEC/DLEC end user customers.

### **12.3.20 Repair Call Handling**

12.3.20.1 Manually-reported repair calls by CLEC to Qwest will be answered with the same quality and speed as Qwest answers calls from its own end user customers.

### **12.3.21 Single Point of Contact**

12.3.21.1 Qwest will provide a single point of contact for CLEC to report maintenance issues and trouble reports seven (7) Days a week, twenty-four (24) hours a day. A single 7X24 trouble reporting telephone number will be provided to CLEC for each category of trouble situation being encountered.

### **12.3.22 Network Information**

12.3.22.1 Qwest maintains an information database, available to CLEC for the purpose of allowing CLEC to obtain information about Qwest's NPAs, LATAs, Access Tandem Switches and Central Offices.

12.3.22.2 This database is known as the ICONN database, available to CLEC via Qwest's web site.

12.3.22.3 CPNI Information and NXX activity reports are also included in this database.

12.3.22.4 ICONN data is updated in substantially the same time and manner as Qwest updates the same data for itself, its end user customers, its Affiliates, or any other party.

### **12.3.23 Maintenance Windows**

12.3.23.1 Generally, Qwest performs major Switch maintenance activities off-hours, during certain "maintenance windows". Major Switch maintenance activities include Switch conversions, Switch generic upgrades and Switch equipment additions.

12.3.23.2 Generally, the maintenance window is between 10:00 p.m. through 6:00 a.m. Monday through Friday, and Saturday 10:00 p.m. through Monday 6:00 a.m., Mountain Time. Although Qwest normally does major Switch maintenance during the above maintenance window, there will be occasions where this will not be possible. Qwest will provide notification of any and all maintenance activities that may impact CLEC ordering practices such as embargoes, moratoriums, and quiet periods in substantially the same time and manner as Qwest provides this information to itself, its end user customers, its Affiliates, or any other party.

12.3.23.3 Intentionally Left Blank.

12.3.23.4 Planned generic upgrades to Qwest Switches are included in the ICONN database, available to CLEC via Qwest's web site.

### **12.3.24 Switch and Frame Conversion Service Order Practices**

12.3.24.1 Switch Conversions. Switch conversion activity generally consists of the

removal of one Switch and its replacement with another. Generic Switch software or hardware upgrades, the addition of Switch line and trunk connection hardware and the addition of capacity to a Switch do not constitute Switch conversions.

12.3.24.2 Frame Conversions. Frame conversions are generally the removal and replacement of one or more frames, upon which the Switch Ports terminate.

12.3.24.3 Conversion Date. The "Conversion Date" is a Switch or frame conversion planned day of cut-over to the replacement frame(s) or Switch. The actual conversion time typically is set for midnight of the Conversion Date. This may cause the actual Conversion Date to migrate into the early hours of the day after the planned Conversion Date.

12.3.24.4 Conversion Embargoes. A Switch or frame conversion embargo is the time period that the Switch or frame Trunk Side facility connections are frozen to facilitate conversion from one Switch or frame to another with minimal disruption to the end user customer or CLEC services. During the embargo period, Qwest will reject orders for Trunk Side facilities (see Section 12.3.24.4.1) other than conversion orders described in Section 12.3.24.4.3. Notwithstanding the foregoing and to the extent Qwest provisions trunk or trunk facility related service orders for itself, its end user customers, its Affiliates, or any other party during embargoes, Qwest shall provide CLEC the same capabilities.

12.3.24.4.1 ASRs for Switch or frame Trunk Side facility augments to capacity or changes to Switch or frame Trunk Side facilities must be issued by CLEC with a Due Date prior to or after the appropriate embargo interval as identified in the ICONN database. Qwest shall reject Switch or frame Trunk Side ASRs to augment capacity or change facilities issued by CLEC or Qwest, its end user customers, its Affiliates or any other party during the embargo period, regardless of the order's Due Date except for conversion ASRs described in Section 12.3.24.4.3.

12.3.24.4.2 For Switch and Trunk Side frame conversions, Qwest shall provide CLEC with conversion trunk group service requests (TGSR) no less than ninety (90) Days before the Conversion Date.

12.3.24.4.3 For Switch and Trunk Side frame conversions, CLEC shall issue facility conversion ASRs to Qwest no later than thirty (30) Days before the Conversion Date for like-for-like, where CLEC mirrors their existing circuit design from the old Switch or frame to the new Switch or frame, and sixty (60) Days before the Conversion Date for addition of trunk capacity or modification of circuit characteristics (i.e., change of AMI to B8ZS).

12.3.24.5 Frame Embargo Period. During frame conversions, service orders and ASRs shall be subject to an embargo period for services and facilities connected to the affected frame. For conversion of trunks where CLEC mirrors their existing circuit design from the old frame to the new frame on a like-for-like basis, such embargo period shall extend from thirty (30) Days prior to the Conversion Date until five (5) Days after the Conversion Date. If CLEC requests the addition of trunk capacity or modification of circuit characteristics (i.e., change of AMI to B8ZS) to the new frame, new facility ASRs shall be placed, and the embargo period shall extend from sixty (60) Days prior to the

Conversion Date until five (5) Days after the Conversion Date. Prior to instituting an embargo period, Qwest shall identify the particular dates and locations for frame conversion embargo periods in its ICONN database in substantially the same time and manner as Qwest notifies itself, its end user customers, Affiliates, or any other party.

12.3.24.6 Switch Embargo Period. During Switch conversions, service orders and ASRs shall be subject to an embargo period for services and facilities associated with the Trunk Side of the Switch. For conversion of trunks where CLEC mirrors their existing circuit design from the old Switch to the new Switch on a like-for-like basis, such embargo period shall extend from thirty (30) Days prior to the Conversion Date until five (5) Days after the Conversion Date. If CLEC requests the addition of trunk capacity or modification of circuit characteristics to the new Switch, new facility ASRs shall be placed, and the embargo period shall extend from sixty (60) Days prior to the Conversion Date until five (5) Days after the Conversion Date. Prior to instituting an embargo period, Qwest shall identify the particular dates and locations for Switch conversion embargo periods in its ICONN database in substantially the same time and manner as Qwest notifies itself, its end user customers, Affiliates, or any other party.

12.3.24.7 Switch and Frame Conversion Quiet Periods for LSRs. Switch and frame conversion quiet periods are the time period within which LSRs may not contain Due Dates, with the exception of LSRs that result in disconnect orders, including those related to LNP orders, record orders, Billing change orders for non-switched products, and emergency orders.

12.3.24.7.1 LSRs of any kind issued during Switch or frame conversion quiet periods create the potential for loss of end user customer service due to manual operational processes caused by the Switch or frame conversion. LSRs of any kind issued during the Switch or frame conversion quiet periods will be handled as set forth below, with the understanding that Qwest shall use its best efforts to avoid the loss of end user customer service. Such best efforts shall be substantially the same time and manner as Qwest uses for itself, its end user customers, its Affiliates, or any other party.

12.3.24.7.2 The quiet period for Switch conversions, where no LSRs except those requesting order activity described in 12.3.24.7 are processed for the affected location, extends from five (5) Days prior to conversion until two (2) Days after the conversion and is identified in the ICONN database.

12.3.24.7.3 The quiet period for frame conversions, where no LSRs except those requesting order activity described in 12.3.24.7 are processed or the affected location, extends from five (5) Days prior to conversion until two (2) Days after the conversion.

12.3.24.7.4 LSRs, except those requesting order activity described in 12.3.24.7, (i) must be issued with a Due Date prior to or after the conversion quiet period and (ii) may not be issued during the quiet period. LSRs that do not meet these requirements will be rejected by Qwest.

12.3.24.7.5 LSRs requesting disconnect activity issued during the quiet period, regardless of requested Due Date, will be processed after the quiet period expires.

12.3.24.7.6 CLEC may request a Due Date change to a LNP related disconnect scheduled during quiet periods up to 12:00 noon Mountain Time the Day prior to the scheduled LSR Due Date. Such changes shall be requested by issuing a supplemental LSR requesting a Due Date change. Such changes shall be handled as emergency orders by Qwest.

12.3.24.7.7 CLEC may request a Due Date change to a LNP related disconnect order scheduled during quiet periods after 12:00 noon Mountain Time the Day prior to the scheduled LSR Due Date until 12 noon Mountain Time the Day after the scheduled LSR Due Date. Such changes shall be requested by issuing a supplemental LSR requesting a Due Date change and contacting the Interconnect Service Center. Such changes shall be handled as emergency orders by Qwest.

12.3.24.7.8 In the event that CLEC end user customer service is disconnected in error, Qwest will restore service in substantially the same time and manner as Qwest does for itself, its end user customers, its Affiliates, or any other party. Restoration of CLEC end user customer service will be handled through the LNP escalations process.

12.3.24.8 Switch Upgrades. Generic Switch software and hardware upgrades are not subject to the Switch conversion embargoes or quiet periods described above. If such generic Switch or software upgrades require significant activity related to translations, an abbreviated embargo and/or quiet period may be required. Qwest shall implement service order embargoes and/or quiet periods during Switch upgrades in substantially the same time and manner as Qwest does for itself, its end user customers, its Affiliates, and any other party.

12.3.24.9 Switch Line and Trunk Hardware Additions. Qwest shall use its best efforts to minimize CLEC service order impacts due to hardware additions and modifications to Qwest's existing Switches. Qwest shall provide CLEC substantially the same service order processing capabilities as Qwest provides itself, its end user customers, Affiliates, or any other party during such Switch hardware additions.

## **Section 13.0 - ACCESS TO TELEPHONE NUMBERS**

13.1 Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to request an assignment of any NANP number resources including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines published by the Industry Numbering Committee (INC) as INC 95-0407-008 (formerly ICCF 93-0729-010) and Thousand Block (NXX-X) Pooling Administration Guidelines INC 99-0127-023, when these Guidelines are implemented by the FCC or Commission Order. The latest version of the Guidelines will be considered the current standard.

13.2 North American Numbering Plan Administration (NANPA) has transitioned to NeuStar. Both Parties agree to comply with industry guidelines and Commission rules, including those sections requiring the accurate reporting of data to the NANPA.

13.3 It shall be the responsibility of each Party to program and update its own Switches and network systems pursuant to the Local Exchange Routing Guide (LERG) to recognize and route traffic to the other Party's assigned NXX or NXX-X codes. Neither Party shall impose any fees or charges on the other Party for such activities. The Parties will cooperate to establish procedures to ensure the timely activation of NXX assignments in their respective networks.

13.4 Each Party is responsible for administering numbering resources assigned to it. Each Party will cooperate to timely rectify inaccuracies in its LERG data. Each Party is responsible for updating the LERG data for NXX codes assigned to its End Office Switches. Each Party shall use the LERG published by Telcordia or its successor for obtaining routing information and shall provide through an authorized LERG input agent, all required information regarding its network for maintaining the LERG in a timely manner.

13.5 Each Party shall be responsible for notifying its customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs.



## **Section 14.0 - LOCAL DIALING PARITY**

14.1 The Parties shall provide local Dialing Parity to each other as required under Section 251(b)(3) of the Act. Qwest will provide local Dialing Parity to competing providers of Telephone Exchange Service and telephone toll service, and will permit all such providers to have non-discriminatory access to telephone numbers, operator services, Directory Assistance, and Directory Listings, with no unreasonable dialing delays. CLEC may elect to route all of its end user customers' calls in the same manner as Qwest routes its end user customers' calls, for a given call type (e.g., 0, 0+, 1+, 411).

## **Section 15.0 - QWEST'S OFFICIAL DIRECTORY PUBLISHER**

15.1 Qwest and CLEC agree that certain issues outside the provision of basic white page Directory Listings, such as yellow pages advertising, yellow pages Listings, directory coverage, access to call guide pages (phone service pages), applicable Listings criteria, white page enhancements and publication schedules will be the subject of negotiations between CLEC and directory publishers, including Qwest's Official Directory Publisher. Qwest acknowledges that CLEC may request Qwest to facilitate discussions between CLEC and Qwest's Official Directory Publisher.

## **Section 16.0 - REFERRAL ANNOUNCEMENT**

16.1 When an end user customer changes from Qwest to CLEC, or from CLEC to Qwest, and does not retain its original main/listed telephone number, the Party formerly providing service to the end user customer will provide a transfer of service announcement on the abandoned telephone number. Each Party will provide this referral service consistent with its tariff. This announcement will provide details on the new number that must be dialed to reach the end user customer.

## Section 17.0 - BONA FIDE REQUEST PROCESS

17.1 Any request for Interconnection or access to an Unbundled Network Element or ancillary service that is not already available as described in other sections of this Agreement, including but not limited to Exhibit F or any other interconnection agreement, Tariff or otherwise defined by Qwest as a product or service shall be treated as a Bona Fide Request (BFR). Qwest shall use the BFR Process to determine the terms and timetable for providing the requested Interconnection, access to UNEs or ancillary services, and the technical feasibility of new/different points of Interconnection. Qwest will administer the BFR Process in a non-discriminatory manner.

17.2 A BFR shall be submitted in writing and on the appropriate Qwest form for BFRs. CLEC and Qwest may work together to prepare the BFR form and either Party may request that such coordination be handled on an expedited basis. This form shall be accompanied by the processing fee specified in Exhibit A of this Agreement. Qwest will refund one-half (1/2) of the processing fee if the BFR is cancelled within ten (10) business days of the receipt of the BFR form. The form will request, and CLEC will need to provide, the following information, and may also provide any additional information that may be reasonably necessary in describing and analyzing CLEC's request:

17.2.1 a technical description of each requested Network Element or new/different points of Interconnection or ancillary services;

17.2.2 the desired interface specification;

17.2.3 each requested type of Interconnection or access;

17.2.4 a statement that the Interconnection or Network Element or ancillary service will be used to provide a Telecommunications Service;

17.2.5 the quantity requested; and

17.2.6 the specific location requested.

17.3 Within two (2) business days of its receipt, Qwest shall acknowledge receipt of the BFR and in such acknowledgment advise CLEC of missing information, if any, necessary to process the BFR. Thereafter, Qwest shall promptly advise CLEC of the need for any additional information required to complete the analysis of the BFR. If requested, either orally or in writing, Qwest will provide weekly updates on the status of the BFR.

17.4 Within twenty-one (21) Days of its receipt of the BFR and all information necessary to process it, Qwest shall provide to CLEC an analysis of the BFR. The analysis shall specify Qwest's conclusions as to whether or not the requested Interconnection or access to an Unbundled Network Element complies with the unbundling requirements of the Act or state law.

17.5 If Qwest determines during the twenty-one (21) Day period that a BFR does not qualify as an Unbundled Network Element or Interconnection or ancillary service that is required to be provided under the Act or state law, Qwest shall advise CLEC as soon as reasonably possible of that fact, and Qwest shall promptly, but in no case later than the twenty-one (21) Day period, provide a written report setting forth the basis for its conclusion.

17.6 If Qwest determines during such twenty-one (21) Day period that the BFR qualifies under the Act or state law, it shall notify CLEC in writing of such determination within ten (10) Days, but in no case later than the end of such twenty-one (21) Day period.

17.7 As soon as feasible, but in any case within forty-five (45) Days after Qwest notifies CLEC that the BFR qualifies under the Act, Qwest shall provide to CLEC a BFR quotation. The BFR quotation will include, at a minimum, a description of each Interconnection, Network Element, and ancillary service, the quantity to be provided, any interface specifications, and the applicable rates (recurring and nonrecurring) including the separately stated development costs and construction charges of the Interconnection, Unbundled Network Element or ancillary service and any minimum volume and term commitments required, and the timeframes the request will be provisioned.

17.8 CLEC has sixty (60) business days upon receipt of the BFR quotation, to either agree to purchase under the quoted price, or cancel its BFR.

17.9 If CLEC has agreed to minimum volume and term commitments under the preceding paragraph, CLEC may cancel the BFR or volume and term commitment at any time, but may be subject to termination liability assessment or minimum period charges.

17.10 If either Party believes that the other Party is not requesting, negotiating or processing any BFR in good faith, or disputes a determination or quoted price or cost, it may invoke the Dispute Resolution provision of this Agreement.

17.11 All time intervals within which a response is required from one Party to another under this Section are maximum time intervals. Each Party agrees that it will provide all responses to the other Party as soon as the Party has the information and analysis required to respond, even if the time interval stated herein for a response is not over.

17.12 In the event CLEC has submitted a request for Interconnection, Unbundled Network Elements or any combinations thereof, or ancillary services and Qwest determines in accordance with the provisions of this Section 17 that the request is Technically Feasible, subsequent requests or orders for substantially similar types of Interconnection, Unbundled Network Elements or combinations thereof or ancillary services by CLEC shall not be subject to the BFR process. To the extent Qwest has deployed or denied a substantially similar Interconnection, Unbundled Network Elements or combinations thereof or ancillary services under a previous BFR, a subsequent BFR shall not be required and the BFR application fee shall be refunded immediately. Qwest may only require CLEC to complete a New Product Questionnaire before ordering such Interconnection, Unbundled Network Elements or combinations thereof, or ancillary services. ICB pricing and intervals will still apply for requests that are not yet standard offerings. For purposes of this Section 17.12, a "substantially similar" request shall be one with substantially similar characteristics to a previous request with respect to the information provided pursuant to Subsections 17.2.1 through 17.2.8 of Section 17.2 above. The burden of proof is upon Qwest to prove the BFR is not substantially similar to a previous BFR.

17.13 The total cost charged to CLEC shall not exceed the BFR quoted price.

17.14 Upon request, Qwest shall provide CLEC with Qwest's supporting cost data and/or studies for the Interconnection, Unbundled Network Element or ancillary service that CLEC wishes to order within seven (7) business days, except where Qwest cannot obtain a

release from its vendors within seven (7) business days, in which case Qwest will make the data available as soon as Qwest receives the vendor release. Such cost data shall be treated as Confidential Information, if requested by Qwest under the non-disclosure sections of this Agreement.

17.15 Qwest will provide notice to CLECs of all BFRs which have been deployed or denied, provided, however, that identifying information such as the name of the requesting CLEC and the location of the request shall be removed. Qwest shall make available a topical list of the BFRs that it has received from CLECs. The description of each item on that list shall be sufficient to allow CLEC to understand the general nature of the product, service, or combination thereof that has been requested and a summary of the disposition of the request as soon as it is made. Qwest shall also be required upon the request of CLEC to provide sufficient details about the terms and conditions of any granted requests to allow CLEC to take the same offering under substantially identical circumstances. Qwest shall not be required to provide information about the request initially made by CLEC whose BFR was granted, but must make available the same kinds of information about what it offered in response to the BFR as it does for other products or services available under this Agreement. CLEC shall be entitled to the same offering terms and conditions made under any granted BFR, provided that Qwest may require the use of ICB pricing where it makes a demonstration to CLEC of the need therefore.

## Section 18.0 - AUDIT PROCESS

18.1 Nothing in this Section 18 shall limit or expand the Audit provisions in the Performance Assurance Plan (PAP). Nothing in the PAP shall limit or expand the Audit provisions in this Section 18. For purposes of this section the following definitions shall apply:

18.1.1 "Audit" shall mean the comprehensive review of the books, records, and other documents used in providing services under this Agreement. The term "Audit" also applies to the investigation of network databases supporting the Loop qualification tools. The term "Audit" also applies to the investigation of company records, back office systems and databases pertaining to Loop information.

18.1.2 "Examination" shall mean an inquiry into a specific element or process related to the above. Commencing on the Effective Date of this Agreement, either Party may perform Examinations as either Party deems necessary.

18.2 This Audit shall take place under the following conditions:

18.2.1 Either Party may request to perform an Audit or Examination.

18.2.2 The Audit or Examination shall occur upon thirty (30) business days written notice by the requesting Party to the non-requesting Party.

18.2.3 The Audit or Examination shall occur during normal business hours. However, such Audit will be conducted in a commercially reasonable manner and both Parties will work to minimize disruption to the business operations of the Party being audited.

18.2.4 There shall be no more than two (2) Audits requested by each Party under this Agreement in any twelve (12) month period. Either Party may audit the other Party's books, records and documents more frequently than twice in any twelve (12) month period (but no more than once in each quarter) if the immediately preceding audit found previously uncorrected net variances, inaccuracies or errors in invoices in the audited Party's favor with an aggregate value of at least five percent (5%) of the amounts payable for the affected services during the period covered by the Audit.

18.2.5 The requesting Party may review the non-requesting Party's records, books and documents, as may reasonably contain information relevant to the operation of this Agreement.

18.2.6 The location of the Audit or Examination shall be the location where the requested records, books and documents are retained in the normal course of business.

18.2.7 All transactions under this Agreement which are over twenty-four (24) months old will be considered accepted and no longer subject to Audit. The Parties agree to retain records of all transactions under this Agreement for at least twenty-four (24) months.

18.2.8 Audit or Examination Expenses

18.2.8.1 Each Party shall bear its own expenses in connection with

conduct of the Audit or Examination. The requesting Party will pay for the reasonable cost of special data extractions required by the Party to conduct the Audit or Examination. For purposes of this section, a "Special Data Extraction" means the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to the requesting Party's specification and at that Party's expense, the requesting Party will specify at the time of request whether the program is to be retained by the other Party for reuse for any subsequent Audit or Examination.

18.2.8.2 Notwithstanding the foregoing, the non-requesting Party shall pay all of the requesting Party's commercially reasonable expenses in the event an Audit or Examination identifies a difference between the amount billed and the amount determined by the Audit that exceeds five percent (5%) of the amount billed and results in a refund and/or reduction in the Billing to the requesting Party.

18.2.9 The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor, which agreement will not be unreasonably withheld or delayed by the non-requesting Party. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit subject to Section 18.2.8.2.

18.2.10 In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties. The portion of this expense borne by the requesting Party shall be borne by the non-requesting Party if the terms of Section 18.2.8.2 are satisfied.

18.2.11 Adjustments, credits or payments will be made and any corrective action must commence within thirty (30) Days after the Parties' receipt of the final Audit report to compensate for any errors and omissions which are disclosed by such Audit or Examination and are agreed to by the Parties. The interest rate payable shall be in accordance with Commission requirements. In the event that any of the following circumstances occur within thirty (30) business days after completion of the Audit or Examination, they may be resolved at either Party's election, pursuant to the Dispute Resolution Process; (i) errors detected by the Audit or Examination have not been corrected; (ii) adjustments, credits or payments due as a result of the Audit or Examination have not been made, or (iii) a dispute has arisen concerning the Audit or Examination.

18.2.12 Neither the right to examine and Audit nor the right to receive an adjustment will be affected by any statement to the contrary appearing on checks or otherwise.

18.2.13 This Section will survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of the Agreement.

18.3 All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered Proprietary Information as defined by this Agreement in Section 5.16. The non-requesting Party reserves the right to require any non-





## **Section 19.0 - CONSTRUCTION CHARGES**

19.1 All rates, charges and initial service periods specified in this Agreement contemplate the provision of network Interconnection services and access to Unbundled Loops or ancillary services to the extent existing facilities are available. Except for modifications to existing facilities necessary to accommodate Interconnection and access to Unbundled Loops or ancillary services specifically provided for in this Agreement, Qwest will consider requests to build additional or further facilities for network Interconnection and access to Unbundled Loops or ancillary services, as described in the applicable section of this Agreement.

19.2 All necessary construction will be undertaken at the discretion of Qwest, consistent with budgetary responsibilities, consideration for the impact on the general body of end user customers and without discrimination among the various Carriers.

19.3 A quotation for CLEC's portion of a specific job will be provided to CLEC. The quotation will be in writing and will be binding for ninety (90) business days after the issue date. When accepted, CLEC will be billed the quoted price and construction will commence after receipt of payment. If CLEC chooses not to have Qwest construct the facilities, Qwest reserves the right to bill CLEC for the expense incurred for producing the engineered job design.

19.4 In the event a construction charge is applicable, CLEC's service Application Date will become the date upon which Qwest receives the required payment.

## **Section 20.0 - SERVICE PERFORMANCE**

20.1 Performance Indicator Definitions (PIDs), in their current form are included in Exhibit B of this Agreement. Subsequent changes to these PIDs submitted to the Commission shall be incorporated into Exhibit B as soon as they are effective either by operation of law or Commission order, whichever occurs first and without further Amendment to this Agreement.

20.2 The Qwest Performance Assurance Plan (QPAP) is attached as Exhibit K of this Agreement. Subsequent changes to the QPAP submitted to the Commission will be incorporated into Exhibit K as soon as they are effective by operation of law or the effective date as approved by Commission order, whichever is applicable, and without further Amendment to this Agreement.

## Section 21.0 - NETWORK STANDARDS

21.1 The Parties recognize that Qwest services and Network Elements have been purchased and deployed, over time, to Telcordia and Qwest technical standards. Specification of standards is built into the Qwest purchasing process, whereby vendors incorporate such standards into the equipment Qwest purchases. Qwest supplements generally held industry standards with Qwest Technical Publications.

21.2 The Parties recognize that equipment vendors may manufacture Telecommunications equipment that does not fully incorporate and may differ from industry standards at varying points in time (due to standards development processes and consensus) and either Party may have such equipment in place within its network. Except where otherwise explicitly stated within this Agreement, such equipment is acceptable to the Parties, provided said equipment does not pose a security, service or safety hazard to Persons or property.

21.3 Generally accepted and developed industry standards which the Parties agree to support include, but are not limited to:

### 21.3.1 Switching

GR-1428-CORE Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Toll Free Service

GR-1432-CORE CCSNIS Supporting TCAP

GR-317-CORE Call Control Using Integrated Services Network Digital User Part (ISDNUP)

GR-905-CORE CCSNIS Supporting Network Interconnection, Message Transfer Part (MTP), and ISUP

GR-1357-CORE Switched Fractional DS1

TR-TSY-000540 Tandem Supplement

GR-305-CORE

GR-1429-CORE CCSNIS Supporting Call Management Services

FR-64 LATA Switching System Generic Requirement (LSSGR)

GR-334-CORE Switched Access Service

TR-NWT-000335 Voice Grade Special Access Services

TR-TSY-000529 Public Safety LSSGR

TR-NWT-000505 LSSGR Call Processing

FR-NWT-000271 OSSGR

TR-NWT-001156 OSSGR Operator Subsystem

SR-TSY-001171 Methods and Procedures for System Reliability Analysis

### **21.3.2 Transport**

FR-440 Transport System Generic Requirements (TSGR)

TR-NWT-000499 (TSGR) Transport Systems Generic Requirements

GR-820-CORE Generic Transmission Surveillance; DS1 and DS3 Performance

GR-253-CORE Synchronous Optical Network Systems (SONET) Transport Systems: Common Generic Criteria

TR-NWT-000507 LSSGR: Transmission

TR-NWT-000776 NID for ISDN Subscriber Access

GR-342-CORE High Capacity Digital Special Access Service

ST-TEC-000051 & 52 Telecommunications Transmission Engineering Handbooks Volumes 1 & 2

ANSI T1.102-1993 Digital Hierarchy – Electrical Interface, Annex B

### **21.3.3 Loops**

TR-NWT-000057 Functional Criteria for Digital Loop Carrier (IDLC) Systems

TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines

GR-253-CORE SONET Transport Systems: Common Generic Criteria

TR-TSY-000673 Operations Interface for an IDLC System

GR-303-CORE Integrated Digital Loop Carrier System Generic Requirements

TR-TSY-000008 Digital Interface Between the SLC 96 Digital Loop Carrier System and a Local Digital Switch

TA-TSY-000120 Subscriber Premises or Network Ground Wire

GR-49-CORE Generic Requirements for Outdoor Telephone Network Interface Devices (NID)

TR-NWT-000937 Generic Requirements for Building Entrance Terminals

TR-NWT-000133 Generic Requirements for Network Inside Wiring

ANSI T1.417, Spectrum Management for Loop Transmission Systems

#### **21.3.4 Local Number Portability**

Number Portability Generic Switching and Signaling Requirements for Number Portability, Issue 1.00, February 12, 1996 (Editor – Lucent Technologies, Inc.);

Generic Requirements for SCP Application and GTT Function for Number Portability, Issue 0.95, Final Draft, September 4, 1996 (Editor – Ameritech Inc.);

Generic Operator Services Switching Requirements for Number Portability, Issue 1.00, Final Draft, April 12, 1996 (Editor – Nortel);

ATIS, TRQ No. 1, Technical Requirements for Number Portability Operator Services Switching Systems, April 1999;

ATIS, TRQ No. 2, Technical Requirements for Number Portability Switching Systems, April 1999;

ATIS, TRQ No. 3, Technical Requirements for Number Portability Database and Global Title Translation, April 1999;

FCC First Report and Order and Further Notice of Proposed Rulemaking; FCC 96-286; CC Docket 95-116, RM 8535; Released July 2, 1996;

FCC First Memorandum Opinion and Order on Reconsideration; FCC 97-74; CC Docket 95-116, RM 8535; Released March 11, 1997.

FCC Second Report and Order, FCC 97-298; CC Docket 95-116, RM 8535; Released August 18, 1997.

21.4 The Parties will cooperate in the development of national standards for Interconnection elements as the competitive environment evolves. Recognizing that there are no current national standards for Interconnection Network Elements, Qwest has developed its own standards for some Network Elements. Details of these standards are documented in the Qwest Technical Publications. Qwest Technical Publications have been developed to support service offerings, inform end user customers and suppliers, and promote engineering consistency and deployment of developing technologies. Qwest provides all of its Technical Publications at no charge via web site: <http://www.qwest.com/techpub/>.

**Section 22.0 - SIGNATURE PAGE**

By signing below, and in consideration of the mutual promises set forth herein, and other good and valuable consideration, the Parties agree to abide by the terms and conditions set forth in this Interconnection Agreement.

**Pac-West Telecomm, Inc.**

*D. E. May*  
Signature

*Darius M. Carthy*  
Name Printed/Typed

*Chief Financial Officer*  
Title

*September 1, 2009*  
Date

**Qwest Corporation**

*L.T. Christensen*  
Signature

*L.T. Christensen*  
Name Printed/Typed

*Director - Wholesale Contracts*  
Title

*9/22/09*  
Date









**Pac-West Telecomm, Inc.**  
**Exhibit A**  
**Washington**

Select the appropriate type of contract below. For cost docket changes, leave blank: Renegotiation				EAS / Local Traffic Reciprocal Compensation Election			Notes	
				State Ordered Rates				
<b>6.0</b>	<b>Resale</b>			Wholesale Discount Percentage		Wholesale Discount Percentage		
<b>6.1</b>	<b>Wholesale Discount Rates</b>							
	6.1.1	General		14.74%		50.00%	A	A
	6.1.2	Operator Services and Directory Assistance		7.97%		50.00%	A	A
	6.1.3	Public Access Line (PAL) Service		14.74%		50.00%	A	A
<b>6.2</b>	<b>Customer Transfer Charge (CTC)</b>							
	6.2.1	CTC for POTS Service						
	6.2.1.1	Residential / Business						
		6.2.1.1.1	First Line					
			6.2.1.1.1.1 Installation, Manual			\$21.24		E
			6.2.1.1.1.2 Intentionally Left Blank					
			6.2.1.1.1.3 Installation, Mechanized			\$5.82		E
		6.2.1.1.2	Each Additional					
			6.2.1.1.2.1 Installation, Manual			\$7.83		E
			6.2.1.1.2.2 Intentionally Left Blank					
			6.2.1.1.2.3 Installation, Mechanized			\$5.28		E
	6.2.2	CTC for Private Line Transport Services						
	6.2.2.1	First Circuit						
		6.2.2.1.1	First Circuit (Manual)			\$44.19		C
		6.2.2.1.2	First Circuit (Mechanized)			\$36.98		C
	6.2.2.2	Additional Circuit, per Circuit, Same CSR						
		6.2.2.2.1	Additional Circuit, per Circuit, same CSR (Manual)			\$26.15		C
		6.2.2.2.2	Additional Circuit, per Circuit, same CSR (Mechanized)			\$26.15		C
	6.2.3	CTC for Advanced Communications Services (Frame Relay, ATM Cell Relay, or Transparent LAN						
		6.2.3.1	Each Circuit, Mechanized			\$27.64		C
		6.2.3.2	Each Circuit, Manual			\$31.68		C
<b>7.0</b>	<b>Interconnection</b>							
<b>7.1</b>	<b>Entrance Facilities</b>						6	
	7.1.1	Intentionally Left Blank						
	7.1.2	DS1, Electrical		\$76.70			A	
		7.1.2.1	Installation, Manual			\$447.65		C
		7.1.2.2	Disconnection, Manual			\$98.34		C
		7.1.2.3	Installation, Mechanized			\$438.56		C
		7.1.2.4	Disconnection, Mechanized			\$89.24		C
	7.1.3	DS3, Electrical		\$314.05			A	
		7.1.3.1	Installation, Manual			\$556.56		C
		7.1.3.2	Disconnection, Manual			\$97.19		C
		7.1.3.3	Installation, Mechanized			\$547.75		C
		7.1.3.4	Disconnection, Mechanized			\$88.37		C
<b>7.2</b>	<b>LIS EICT</b>							
	7.2.1	Per DS1		\$0.00		\$0.00	5	5
	7.2.2	Per DS3		\$0.00		\$0.00	5	5
<b>7.3</b>	<b>Direct Trunked Transport</b>						6	
	7.3.1	Intentionally Left Blank						
	7.3.2	DS1 (Recurring Fixed & per Mile)						
		7.3.2.1	Over 0 to 8 Miles	\$33.12	\$0.51		A	A
		7.3.2.2	Over 8 to 25 Miles	\$33.12	\$0.65		A	A
		7.3.2.3	Over 25 to 50 Miles	\$33.13	\$2.30		A	A
		7.3.2.4	Over 50 Miles	\$33.13	\$2.70		A	A
	7.3.3	DS3 (Recurring Fixed & per Mile)						
		7.3.3.1	Over 0 to 8 Miles	\$224.72	\$10.60		A	A
		7.3.3.2	Over 8 to 25 Miles	\$225.41	\$11.55		A	A
		7.3.3.3	Over 25 to 50 Miles	\$231.08	\$30.34		A	A
		7.3.3.4	Over 50 Miles	\$233.13	\$34.70		A	A
<b>7.4</b>	<b>Multiplexing</b>							
	7.4.1	DS1 to DS0, per Arrangement		\$175.23			A	
		7.4.1.1	Installation, Manual			\$212.11		C
		7.4.1.2	Disconnection, Manual			\$79.02		C
		7.4.1.3	Installation, Mechanized			\$202.19		C
		7.4.1.4	Disconnection, Mechanized			\$69.08		C
	7.4.2	DS3 to DS1, per Arrangement		\$170.08			A	
		7.4.2.1	Installation, Manual			\$219.60		C
		7.4.2.2	Disconnection, Manual			\$79.02		C
		7.4.2.3	Installation, Mechanized			\$209.69		C
		7.4.2.4	Disconnection, Mechanized			\$69.08		C

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<b>7.5</b>	<b>Trunk Nonrecurring Charges</b>							
	7.5.1	Intentionally Left Blank						
	7.5.2	DS1 Interface						
		7.5.2.1	First Trunk					
			7.5.2.1.1	Installation		\$235.62		1
			7.5.2.1.2	Disconnection		\$118.94		1
		7.5.2.2	Each Additional Trunk					
			7.5.2.2.1	Installation		\$4.53		1
			7.5.2.2.2	Disconnection		\$1.11		1
	7.5.3	DS3 Interface						
		7.5.3.1	First Trunk					
			7.5.3.1.1	Installation		\$240.90		1
			7.5.3.1.2	Disconnection		\$120.20		1
		7.5.3.2	Each Additional Trunk					
			7.5.3.2.1	Installation		\$9.82		1
			7.5.3.2.2	Disconnection		\$2.37		1
<b>7.6</b>	<b>Exchange Service (EAS/Local) Traffic</b>							
	7.6.1	End Office Call Termination, per Minute of Use		\$0.001178			#	
	7.6.2	Tandem Switched Transport, per Minute of Use		\$0.000690			#	
	7.6.3	Tandem Transmission, per Minute of Use (Recurring Fixed & per Mile)						
		7.6.3.1	Over 0 to 8 Miles	\$0.00026	\$0.00001		A	A
		7.6.3.2	Over 8 to 25 Miles	\$0.00026	\$0.00001		A	A
		7.6.3.3	Over 25 to 50 Miles	\$0.00026	\$0.00001		A	A
		7.6.3.4	Over 50 Miles	\$0.00026	\$0.00001		A	A
<b>7.7</b>	<b>Local Traffic - FCC - ISP Rate Caps</b>							
	7.7.1	Minute Of Use as of June 14, 2003, rate in effect until further FCC action		\$0.0007			4	
<b>7.8</b>	<b>Miscellaneous Charges</b>							
	7.8.1	Expedite Charge (LIS Trunks)					Qwest's Washington Access Service Tariff	
	7.8.2	Cancellation Charge (LIS Trunks)					Qwest's Washington Access Service Tariff	
	7.8.3	Additional Testing (LIS Trunks)					Qwest's Washington Access Service Tariff	
<b>7.9</b>	<b>Transit Traffic</b>							
	7.9.1	Local & IntraLATA Toll Transit, per Minute of Use		\$0.001092			@	
	7.9.2	Intentionally Left Blank					10	
	7.9.3	Intentionally Left Blank						
	7.9.4	Category 11 Mechanized Record Charge, per Record						
		7.9.4.1	Mechanized Transit Records	\$0.0025			2, 10	
<b>7.10</b>	<b>Jointly Provided Switched Access Services</b>							
	7.10.1	Mechanized Access Records		\$0.0025			1	
<b>7.11</b>	<b>IntraLATA Toll Traffic</b>							
				Qwest s Washington Access Service Tariff	Qwest s Washington Access Service Tariff			
<b>8.0</b>	<b>Collocation</b>							
	<b>8.1</b>	<b>All Collocation</b>						
		8.1.1	Planning and Engineering					
			8.1.1.1	Intentionally Left Blank				
			8.1.1.2	Cable Augment Quote Preparation Fee		\$1,386.47		1
		8.1.2	Entrance Facility					
			8.1.2.1	Standard Shared, per Fiber	\$6.54	\$941.87	B	B
			8.1.2.2	CLEC Point of Interface, per Fiber	\$2.72	\$1,382.46	B	B
			8.1.2.3	Cross-Connect, per Fiber	\$2.90	\$1,058.05	B	B
			8.1.2.4	Cross-Connect Point of Interface, per Fiber	\$1.41	\$1,498.64	B	B
			8.1.2.5	Express Shared, per Cable	\$69.94	\$1,201.16	B	B
			8.1.2.6	Express Point of Interface, per Cable	\$7.47	\$7,589.47	B	B
		8.1.3	Cable Splicing					
			8.1.3.1	Fiber, per Set-Up		\$515.79		B
			8.1.3.2	Per Fiber Spliced		\$38.08		B

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8.1.4	Power							
8.1.4.1	Power Plant, per Amp Ordered		\$9.34				B	
8.1.4.2	Power Usage							
8.1.4.2.1	Less Than 60 Amps, per Amp Ordered		\$1.57				B	
8.1.4.2.2	Greater Than 60 Amps, per Amp Ordered or Used		\$3.13				B	
8.1.4.2.3	Equal To 60 Amps, per Amp Ordered (see rate in 8.1.4.2.1)		\$1.57				12	
8.1.5	AC Power Feed							
8.1.5.1	AC Power Feed, per Amp, per Month							
8.1.5.1.1	120 V		\$17.94				B	
8.1.5.1.2	208 V, Single Phase		\$31.09				B	
8.1.5.1.3	208 V, Three Phase		\$53.79				B	
8.1.5.1.4	240 V, Single Phase		\$35.88				B	
8.1.5.1.5	240 V, Three Phase		\$62.06				B	
8.1.5.1.6	480 V, Three Phase		\$124.13				B	
8.1.5.2	AC Power Feed, per Foot, per Month							
8.1.5.2.1	20 Amp, Single Phase		\$0.0118		\$8.01		B	B
8.1.5.2.2	20 Amp, Three Phase		\$0.0146		\$9.93		B	B
8.1.5.2.3	30 Amp, Single Phase		\$0.0127		\$8.63		B	B
8.1.5.2.4	30 Amp, Three Phase		\$0.0175		\$11.86		B	B
8.1.5.2.5	40 Amp, Single Phase		\$0.0150		\$10.15		B	B
8.1.5.2.6	40 Amp, Three Phase		\$0.0206		\$13.97		B	B
8.1.5.2.7	50 Amp, Single Phase		\$0.0177		\$12.04		B	B
8.1.5.2.8	50 Amp, Three Phase		\$0.0248		\$16.82		B	B
8.1.5.2.9	60 Amp, Single Phase		\$0.0201		\$13.62		B	B
8.1.5.2.10	60 Amp, Three Phase		\$0.0285		\$19.36		B	B
8.1.5.2.11	100 Amp, Single Phase		\$0.0248		\$16.86		B	B
8.1.5.2.12	100 Amp, Three Phase		\$0.0388		\$26.33		B	B
8.1.6	Inspector Labor, per Half Hour							
8.1.6.1	Regular Hours Rate				\$32.00			B
8.1.6.2	After Hours Rate, minimum 3 Hours				\$41.20			B
8.1.7	Channel Regeneration							
8.1.7.1	DS1		\$0.00		\$0.00		15	15
8.1.7.2	DS3		\$0.00		\$0.00		15	15
8.1.8	Collocation Terminations							
8.1.8.1	Intentionally Left Blank							
8.1.8.2	Block Terminations							
8.1.8.2.1	DS0							
8.1.8.2.1.1	Cable Pull, per Cable Run				\$210.08			B
8.1.8.2.1.2	Termination (unconnectorized), per 100 Pair		\$3.02		\$41.61		B	B
8.1.8.2.1.3	Engineering				\$75.43			B
8.1.8.2.1.4	Cable Fire Retardant, per Occurrence				\$41.61			B
8.1.8.2.1.5	Cable Racking, per Cable		\$1.48				B	
8.1.8.2.1.6	Cable Racking Engineering				\$75.43			B
8.1.8.2.1.7	Cable Racking Installation, per Linear Foot				\$33.90			B
8.1.8.2.1.8	Cable (if supplied by Qwest), per Linear Foot, per		\$0.0026		\$2.01		B	B
8.1.8.2.2	DS1							
8.1.8.2.2.1	Intentionally Left Blank							
8.1.8.2.2.2	Intentionally Left Blank							
8.1.8.2.2.3	Cable Pull, per Cable Run				\$210.08			B
8.1.8.2.2.4	Termination (unconnectorized), per Cable Pair		\$0.50		\$1.11		B	B
8.1.8.2.2.5	Engineering				\$75.43			B
8.1.8.2.2.6	Cable Fire Retardant, per Occurrence				\$41.61			B
8.1.8.2.2.7	Cable Racking, per Cable		\$1.48				B	
8.1.8.2.2.8	Cable Racking Engineering				\$75.43			B
8.1.8.2.2.9	Cable Racking Installation, per Linear Foot				\$33.90			B
8.1.8.2.2.10	Cable (if supplied by Qwest), per Linear Foot, per 28		\$0.0023		\$1.57		B	B
8.1.8.2.3	DS3							
8.1.8.2.3.1	Intentionally Left Blank							
8.1.8.2.3.2	Intentionally Left Blank							
8.1.8.2.3.3	Cable Pull, per Cable Run				\$210.08			B
8.1.8.2.3.4	Termination (connectorized), per DS3		\$9.51		\$1.04		B	B
8.1.8.2.3.5	Engineering				\$75.43			B
8.1.8.2.3.6	Cable Fire Retardant, per Occurrence				\$41.61			B
8.1.8.2.3.7	Cable Racking, per Cable		\$1.48				B	
8.1.8.2.3.8	Cable Racking Engineering				\$75.43			B
8.1.8.2.3.9	Cable Racking Installation, per Linear Foot				\$33.90			B
8.1.8.2.3.10	DS3 Connector, per Connector		\$0.02		\$13.61		B	B
8.1.8.2.3.11	Cable (if supplied by Qwest), per Linear Foot, per		\$0.0018		\$1.24		B	B
8.1.8.2.4	Fiber							
8.1.8.2.4.1	Fiber Pull, per Linear Foot				\$0.73			B
8.1.8.2.4.2	Termination, per 12 Fibers		\$29.93		\$783.48		E	B
8.1.8.2.4.3	Engineering				\$606.30			B
8.1.8.2.4.4	Cable Fire Retardant, per Occurrence				\$41.61			B
8.1.8.2.4.5	Cable Racking, per Cable		\$1.48				B	
8.1.8.2.4.6	Innerduct Placement, per Linear Foot				\$1.32			B
8.1.8.2.4.7	Cable Racking Engineering				\$75.43			B
8.1.8.2.4.8	Cable Racking Installation, per Linear Foot				\$33.90			B

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		Quantity	Rate	Amount	Unit	Notes
	8.1.8.2.4.9	Cable (if supplied by Qwest), per Linear Foot, per 12	\$0.0026	\$1.74	B	B
8.1.9	Security					
	8.1.9.1	Per Employee, per Card	\$0.84		B	
	8.1.9.2	Card Access, per Person, per Central Office, per Month	\$6.88		B	
8.1.10	Central Office Clock Synchronization					
	8.1.10.1	Synchronization - Composite Clock, per Port	\$6.33		B	
8.1.11	Intentionally Left Blank					
8.1.12	Space Availability Report Charge			\$224.79		E
8.1.13	Collocation Space Reservation Fee			\$2,000.00		1
8.1.14	Collocation Space Option Administration Fee			\$768.06		E
8.1.15	Collocation Space Option Fee	\$2.00			2	
8.1.16	Joint Inventory Visit Fee, per Visit			\$1,610.12		1
8.1.17	Intentionally Left Blank					
8.1.18	Intentionally Left Blank					
8.1.19	Intentionally Left Blank					
8.1.20	Splitter Collocation					
	8.1.20.1	Tie Cable Reclassification		ICB		3
	8.1.20.2	Splitter Shelf Charge	\$5.92	\$584.11	1	1
	8.1.20.3	Planning and Engineering				
	8.1.20.3.1	Splitter in the Common Area		\$667.44		B
	8.1.20.3.2	Connection to Splitter on Frame		\$889.92		B
	8.1.20.4	Splitter TIE Cable Connections				
	8.1.20.4.1	Splitter in the Common Area - Data to 410 Block	\$5.22	\$3,160.41	B	B
	8.1.20.4.2	Splitter in the Common Area - Data Direct to CLEC	\$5.22	\$3,339.44	B	B
	8.1.20.4.3	Splitter on the IDF - Data to 410 Block	\$1.30	\$783.62	B	B
	8.1.20.4.4	Splitter on the IDF - Data Direct to CLEC	\$2.60	\$1,573.71	B	B
	8.1.20.4.5	Splitter on the MDF - Data to 410 Block	\$2.19	\$1,322.85	1	1
	8.1.20.4.6	Splitter on the MDF - Data Direct to CLEC	\$3.09	\$1,869.84	B	B
	8.1.20.5	Splitter Charge		ICB		3
<b>8.2</b>	<b>Virtual Collocation</b>					
	8.2.1	Planning and Engineering				
	8.2.1.1	Quote Preparation Fee		\$4,195.90		B
	8.2.2	Maintenance Labor, per Half Hour				
	8.2.2.1	Regular Hours Rate		\$28.07		B
	8.2.2.2	After Hours Rate		\$37.55		P
	8.2.3	Training Labor, per Half Hour				
	8.2.3.1	Regular Hours Rate		\$28.07		B
	8.2.4	Equipment Bay, per Shelf	\$3.33		B	
	8.2.5	Engineering Labor, per Half Hour				
	8.2.5.1	Regular Hours Rate		\$30.28		B
	8.2.5.2	After Hours Rate		\$39.09		B
	8.2.6	Installation Labor, per Half Hour				
	8.2.6.1	Regular Hours Rate		\$32.00		B
	8.2.6.2	After Hours Rate		\$41.20		B
	8.2.7	Rent				
	8.2.7.1	Floor Space Lease, per Square Foot	\$2.97		B	
	8.2.8	Repair of Equipment, per Half Hour				
	8.2.8.1	Regular Hours Rate		\$32.00		B
	8.2.8.2	After Hours Rate		\$41.20		B
	8.2.9	-48 Volt DC Power Cable, per Feed				
	8.2.9.1	20 Amp Feed	\$7.01	\$4,756.73	B	B
	8.2.9.2	30 Amp Feed	\$8.01	\$5,434.62	B	B
	8.2.9.3	40 Amp Feed	\$9.77	\$6,630.37	B	B
	8.2.9.4	60 Amp Feed	\$12.19	\$8,271.88	B	B
<b>8.3</b>	<b>Cageless Physical Collocation</b>					
	8.3.1	Planning and Engineering				
	8.3.1.1	Quote Preparation Fee		\$4,195.90		B, 13
	8.3.2	Space Construction and Site Preparation				
	8.3.2.1	Site Preparation Fee	ICB	ICB	3	3
	8.3.2.2	Space Construction for 2 Bays & 1 - 40 Amp Power Feed	\$44.35	\$30,103.44	B	B
	8.3.2.3	Intentionally Left Blank				
	8.3.2.4	Adjustment for a Single Bay - Change to Standard Design	(\$5.19)	(\$3,520.65)	1	1
	8.3.2.5	Each Additional Bay, per Bay	\$5.19	\$3,520.65	B	B
	8.3.2.6	Adjustment for Initial Power Feed - Change to Standard Design				
	8.3.2.6.1	20 Amp Initial Power Feed Adjustment	(\$2.76)	(\$1,873.64)	B	B
	8.3.2.6.2	30 Amp Initial Power Feed Adjustment	(\$1.76)	(\$1,195.75)	B	B
	8.3.2.6.3	40 Amp Initial Power Feed Adjustment	N/A	N/A		
	8.3.2.6.4	60 Amp Initial Power Feed Adjustment	\$2.42	\$1,641.50	B	B
	8.3.2.6.5	100 Amp Initial Power Feed Adjustment	\$2.36	\$1,601.35	B	B
	8.3.2.6.6	200 Amp Initial Power Feed Adjustment	\$12.40	\$8,413.59	B	B
	8.3.2.6.7	300 Amp Initial Power Feed Adjustment	\$24.60	\$16,693.81	B	B
	8.3.2.6.8	400 Amp Initial Power Feed Adjustment	\$39.03	\$26,486.56	B	B
	8.3.2.7	Intentionally Left Blank				
	8.3.2.8	Additional DC Power Feed - Does not Apply to Initial Feed				
	8.3.2.8.1	20 Amp Power Feed	\$7.01	\$4,756.73	B	B

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		8.3.2.8.2	30 Amp Power Feed	\$8.01		\$5,434.62	B		B
		8.3.2.8.3	40 Amp Power Feed	\$9.77		\$6,630.37	B		B
		8.3.2.8.4	60 Amp Power Feed	\$12.19		\$8,271.88	B		B
		8.3.2.8.5	100 Amp Power Feed	\$12.13		\$8,231.73	B		B
		8.3.2.8.6	200 Amp Power Feed	\$22.17		\$15,043.97	B		B
		8.3.2.8.7	300 Amp Power Feed	\$34.37		\$23,324.18	B		B
		8.3.2.8.8	400 Amp Power Feed	\$48.79		\$33,116.94	B		B
	8.3.3	Floor Space Lease, per Square Foot		\$2.97			B		
	<b>8.4</b>	<b>Caged Physical Collocation</b>							
	8.4.1	Planning and Engineering							
		8.4.1.1	Quote Preparation Fee			\$4,561.19			B, 13
	8.4.2	Space Construction and Site Preparation							
		8.4.2.1	Site Preparation Fee	ICB		ICB	3		3
		8.4.2.2	Intentionally Left Blank						
		8.4.2.3	Intentionally Left Blank						
		8.4.2.4	Space Construction for Cage & 1 - 60 Amp Feed						
		8.4.2.4.1	Cage: Up to 100 Sq. Ft.	\$64.51		\$43,779.97	B		B
		8.4.2.4.2	Cage: 101 to 200 Sq. Ft.	\$67.21		\$45,617.54	B		B
		8.4.2.4.3	Cage: 201 to 300 Sq. Ft.	\$71.05		\$48,224.99	B		B
		8.4.2.4.4	Cage: 301 to 400 Sq. Ft.	\$75.53		\$51,258.93	B		B
		8.4.2.5	Adjustment for Initial Power Feed - Change to Standard Design						
		8.4.2.5.1	20 Amp Initial Power Feed Adjustment	(\$2.49)		(\$1,689.80)	B		B
		8.4.2.5.2	30 Amp Initial Power Feed Adjustment	(\$1.67)		(\$1,133.16)	B		B
		8.4.2.5.3	40 Amp Initial Power Feed Adjustment	\$0.05		\$30.58	B		B
		8.4.2.5.4	60 Amp Initial Power Feed Adjustment	N/A		N/A			
		8.4.2.5.5	100 Amp Initial Power Feed Adjustment	\$2.08		\$1,410.52	B		B
		8.4.2.5.6	200 Amp Initial Power Feed Adjustment	\$12.12		\$8,222.76	B		B
		8.4.2.5.7	300 Amp Initial Power Feed Adjustment	\$24.32		\$16,502.98	B		B
		8.4.2.5.8	400 Amp Initial Power Feed Adjustment	\$38.74		\$26,295.73	B		B
		8.4.2.6	Intentionally Left Blank						
		8.4.2.7	Additional DC Power Cable, per Additional Feed - Does not apply to Initial Feed						
		8.4.2.7.1	20 Amp Power Feed	\$7.56		\$5,131.40	B		B
		8.4.2.7.2	30 Amp Power Feed	\$8.38		\$5,688.04	B		B
		8.4.2.7.3	40 Amp Power Feed	\$10.10		\$6,851.78	B		B
		8.4.2.7.4	60 Amp Power Feed	\$10.05		\$6,821.20	B		B
		8.4.2.7.5	100 Amp Power Feed	\$12.13		\$8,231.73	B		B
		8.4.2.7.6	200 Amp Power Feed	\$22.17		\$15,043.97	B		B
		8.4.2.7.7	300 Amp Power Feed	\$34.37		\$23,324.18	B		B
		8.4.2.7.8	400 Amp Power Feed	\$48.79		\$33,116.94	B		B
	8.4.3	Intentionally Left Blank							
	8.4.4	Floor Space Lease, per Square Foot		\$2.97			B		
	8.4.5	Intentionally Left Blank							
	8.4.6	Intentionally Left Blank							
	8.4.7	Intentionally Left Blank							
	8.4.8	Grounding							
		8.4.8.1	2 / 0 AWG, per Foot	\$0.0201		\$13.63	B		B
		8.4.8.2	1 / 0 AWG, per Foot	\$0.0334		\$22.68	B		B
		8.4.8.3	4 / 0 AWG, per Foot	\$0.0380		\$25.78	B		B
		8.4.8.4	350 kcmil, per Foot	\$0.0527		\$35.76	B		B
		8.4.8.5	500 kcmil, per Foot	\$0.0587		\$39.85	B		B
		8.4.8.6	750 kcmil, per Foot	\$0.0900		\$61.05	B		B
	<b>8.5</b>	<b>Adjacent Collocation and Adjacent Remote Collocation</b>							
				ICB		N/A	3		
	<b>8.6</b>	<b>Remote Collocation</b>							
	8.6.1	Physical & Virtual Remote Collocation							
		8.6.1.1	Space						
		8.6.1.1.1	Qwest owned Cabinet per Standard Mounting Unit	\$0.52		\$867.19	E		E
		8.6.1.1.2	CLEC owned Cabinet per Standard Mounting Unit	N/A		N/A			
		8.6.1.2	FDI Terminations, per 25 Pair	\$0.30		\$558.38	E		E
		8.6.1.3	Power Usage (see rates in 8.1.4.2)						
		8.6.1.3.1	Less Than 60 Amps, per Amp Ordered	\$1.57			12		
		8.6.1.3.2	Greater Than 60 Amps, per Amp Ordered or Used	\$3.13			12		
		8.6.1.3.3	Equal To 60 Amps, per Amp Ordered	\$1.57			12		
		8.6.1.4	Quote Preparation Fee				ICB		B, 3
	8.6.2	Intentionally Left Blank							
	8.6.3	Additional Virtual Remote Terminal Features							
		8.6.3.1	Flat Charge, per Job			\$52.34			E
		8.6.3.2	Engineering, per Half Hour			\$35.83			E
		8.6.3.3	Maintenance, per Half Hour			\$29.55			E
		8.6.3.4	Installation, per Half Hour			\$29.55			E
		8.6.3.5	Training, per Half Hour			\$29.55			E
	<b>8.7</b>	<b>CLEC-to-CLEC</b>							
	8.7.1	Design Engineering & Installation - No Cables							
		8.7.1.1	Fiber Flat Charge			\$1,266.58			E

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	8.7.1.2	Flat Charge				\$643.93			E
	8.7.2	Cable Racking, per Foot							
	8.7.2.1	DS0	\$0.11043						E
	8.7.2.2	DS1	\$0.12018						E
	8.7.2.3	DS3	\$0.09759						E
	8.7.2.4	Fiber	\$0.89135						E
	8.7.3	Virtual Connections (if Applicable - Connections Only; No Cables)							
	8.7.3.1	DS0, per 100 Connections				\$184.73			E
	8.7.3.2	DS1, per 28 Connections				\$86.51			E
	8.7.3.3	DS3, per 1 Connection				\$5.90			E
	8.7.3.4	Fiber, per Fiber Spliced (see rate in 8.1.3.2)				\$38.08			12
	8.7.4	Cable Hole, if Applicable				\$455.44			E
	8.7.5	CLEC-to-CLEC Cross-Connection							
	8.7.5.1	Installation, Manual				\$129.47			E
	8.7.5.2	Disconnection, Manual				\$61.19			E
	8.7.5.3	Installation, Mechanized				\$117.96			E
	8.7.5.4	Disconnection, Mechanized				\$49.68			E
	<b>8.8</b>	<b>Interconnection Distribution Frame (ICDF) Collocation</b>							
	8.8.1	Quote Preparation Fee (see rate in 8.1.1.2)				\$1,386.47			12
	8.8.2	DS0 Circuit, per 200 Legs	\$19.84			\$2,222.44	1		1
	8.8.3	DS1 Circuit, per Two Legs	\$1.03			\$73.83	1		1
	8.8.4	DS3 Circuit, per Two Legs	\$9.92			\$1,199.14	1		1
	8.8.5	Fiber Circuit, per Two Legs	\$2.48			\$240.36	1		1
	<b>8.9</b>	<b>Collocation Cancellation</b>							
							QPF, Prorated Job Costs		
	8.9.1	Additional Labor Other, per Half Hour or fraction thereof (see rates in 9.20)							
	8.9.1.1	Additional Labor - Basic				\$27.42			12
	8.9.1.2	Additional Labor - Overtime				\$36.62			12
	8.9.1.3	Additional Labor - Premium				\$45.84			12
	8.9.2	Additional Dispatch, per Request (see rates in 9.20)							
	8.9.2.1	Manual				\$46.59			12
	8.9.2.2	Mechanized				\$43.39			12
	<b>8.10</b>	<b>Microwave Entrance Facility</b>							
	8.10.1	Preliminary Rooftop Engineering / Survey, per Site							
	8.10.1.1	Site Visit Request Fee				\$255.77			B
	8.10.1.2	Analysis Performed by Qwest					ICB		B, 3
	8.10.2	Space Rental							
	8.10.2.1	Rooftop Rent, per Square Foot	\$2.97					B	
	8.10.2.2	Existing Antenna Support Structure or Device, per Antenna					ICB		B, 3
	8.10.3	Cable Racking							
	8.10.3.1	New (Dedicated) Cable Racking Structure, per Foot				\$33.90			B
	8.10.3.2	New (Dedicated) Cable Racking Maintenance, per Foot	\$0.12525					B	
	8.10.3.3	Existing (Shared) Cable Racking, per Foot	\$0.02842					B	
	8.10.3.4	Cable Racking Engineering, per Project				\$75.43			B
	8.10.4	Cable							
	8.10.4.1	Coaxial Placement, per Linear Foot				\$1.92			B
	8.10.4.2	Cable Placement Engineering, per Project				\$606.30			B
	8.10.5	Technical Escort, per Half Hour (Business Hours)				\$28.07			B
	8.10.6	Building Penetration							
	8.10.6.1	4 - Port Cable Entry Hatch, per Port	\$0.26			\$1,216.38		B	B
	8.10.6.2	Other Building Penetration, per Penetration					ICB	B, 3	B, 3
	8.10.7	Special Work					ICB		B, 3
	<b>8.11</b>	<b>Intentionally Left Blank</b>							
	<b>8.12</b>	<b>Facility Connected (FC) Collocation</b>							
	8.12.1	Quote Preparation Fee, per Request					ICB		3
	8.12.2	Engineering Fee, per Job					ICB		3
	8.12.3	Copper Entrance Facility, per 100 Pair					ICB	3	3
	8.12.4	Fiber Entrance Facility, per Cable, minimum 12 Strands (see rates in 8.1.2.1)	\$6.54			\$941.87	12		12
	8.12.5	Termination Block with Gas Protectors, per 100 Pairs					ICB	3	3
	8.12.6	Termination Panel, per 12 Strands					ICB	3	3
	8.12.7	DS1 Voltage Isolation, per DS1					ICB	3	3
	<b>8.13</b>	<b>DC Power Reduction and Restoration</b>							
	8.13.1	Power Reduction							
	8.13.1.1	Quote Preparation Fee, per Office				\$840.24			1
	8.13.1.2	Power Reduction, with or without Reservation, per Feed Set							
	8.13.1.2.1	Less Than 60 Amps				\$675.98			1
	8.13.1.2.2	Equal To 60 Amps				\$942.94			1
	8.13.1.2.3	Greater Than 60 Amps				\$1,179.67			1
	8.13.1.3	Power Off, per Feed Set, per Secondary Feed				\$870.83			1
	8.13.1.4	Power Maintenance Charge (Reservation Charge), per Fuse Set	\$57.28					1	



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	8.13.1.5	Location Change from Power Board to BDFB			ICB		3
<b>8.13.2</b>	<b>Power Restoration</b>						
	8.13.2.1	Quote Preparation Fee, per Office			\$840.24		1
	8.13.2.2	Power Restoration, applies to Primary & Secondary Feed					
	8.13.2.2.1	Power Restoration with Reservation					
	8.13.2.2.1.1	Less Than 60 Amps			\$675.98		1
	8.13.2.2.1.2	Equal To 60 Amps			\$942.94		1
	8.13.2.2.1.3	Greater Than 60 Amps			\$1,179.67		1
	8.13.2.2.2	Power Restoration without Reservation				ICB	3
	8.13.2.3	Location Change from Power Board to BDFB				ICB	3
<b>8.14</b>	<b>Collocation Transfer of Responsibility</b>						
	8.14.1	Intentionally Left Blank					
	8.14.2	Assessment Fee, per Request			\$1,058.00		1
	8.14.3	Network System Administration Fee, per Request			\$1,663.00		1
	8.14.4	Transfer of Responsibility applies to Wireline & Wireless Local Interconnection Trunks, UDIT,			\$29.65		1
	8.14.5	Transfer of Responsibility applies to Unbundled Loop, Subloop, Loop Splitting, Loop Mux Combo,			\$29.65		1
<b>8.15</b>	<b>Collocation Available Inventory</b>						
	8.15.1	Standard Sites					
	8.15.1.1	Removal of Terminations					
	8.15.1.1.1	DS0, per 100 Terminations				ICB	3
	8.15.1.1.2	DS1, per Termination				ICB	3
	8.15.1.1.3	DS3, per Termination				ICB	3
	8.15.1.1.4	OCN, per 12 Fibers				ICB	3
	8.15.2	Special Sites					
	8.15.2.1	Special Site Assessment Fee			\$1,058.00		1
	8.15.2.2	Network Systems Assessment Fee			\$1,663.00		1
	8.15.2.3	Site Survey Fee			\$150.00		1
	8.15.3	Re-usable Elements				ICB	3
	8.15.4	Quote Preparation Fee (QPF)					
	8.15.4.1	Cageless (see rate in 8.3.1.1)			\$4,195.90		11
	8.15.4.2	Caged (see rate in 8.4.1.1)			\$4,561.19		11
<b>8.16</b>	<b>Collocation Decommissioning (see rates in 9.20)</b>						
	8.16.1	Additional Labor Other, per Half Hour or fraction thereof					
	8.16.1.1	Additional Labor Other - Basic			\$27.42		12
	8.16.1.2	Additional Labor Other - Overtime			\$36.62		12
	8.16.1.3	Additional Labor Other - Premium			\$45.84		12
	8.16.2	Additional Dispatch, per Order					
	8.16.2.1	Manual			\$46.59		12
	8.16.2.2	Mechanized			\$43.39		12
<b>8.17</b>	<b>Joint Testing</b>						
	8.17.1	Set-Up Fee (see rate in 8.2.2.1 with a one hour minimum)			\$56.14		12
	8.17.2	Test Time Fee, per Half Hour (see rate in 8.2.2.1)			\$28.07		12
<b>9.0</b>	<b>Unbundled Network Elements (UNEs)</b>						
	9.1	Interconnection Tie Pairs (ITP) - Per Connection					
	9.1.1	DS0	\$0.98			B	
	9.1.2	DS1	\$1.29			B	
	9.1.3	DS3	\$15.26			B	
	9.2	Unbundled Loops					
	9.2.1	Analog Loops				See 9.2.4	
	9.2.1.1	2-Wire Voice Grade Loop					
	9.2.1.1.1	Zone 1	\$11.26			F	
	9.2.1.1.2	Zone 2	\$13.63			F	
	9.2.1.1.3	Zone 3	\$16.92			F	
	9.2.1.1.4	Zone 4	\$28.23			F	
	9.2.1.1.5	Zone 5	\$67.77			F	
	9.2.1.2	2-Wire Voice Grade Loop when ordered with Port					
	9.2.1.2.1	Zone 1	\$11.07			F	
	9.2.1.2.2	Zone 2	\$13.44			F	
	9.2.1.2.3	Zone 3	\$16.73			F	
	9.2.1.2.4	Zone 4	\$28.04			F	
	9.2.1.2.5	Zone 5	\$67.58			F	
	9.2.1.3	4-Wire Voice Grade Loop					
	9.2.1.3.1	Zone 1	\$21.38			F	
	9.2.1.3.2	Zone 2	\$26.29			F	
	9.2.1.3.3	Zone 3	\$32.69			F	
	9.2.1.3.4	Zone 4	\$54.66			F	
	9.2.1.3.5	Zone 5	\$131.66			F	
	9.2.2	Nonloaded Loops				See 9.2.4	
	9.2.2.1	2-Wire Nonloaded Loop					
	9.2.2.1.1	Zone 1	\$11.26			F	
	9.2.2.1.2	Zone 2	\$13.63			F	

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				Accounting	Resolving Category	Max Amount	2	3	4
	9.2.2.1.3	Zone 3		\$16.92				F	
	9.2.2.1.4	Zone 4		\$28.23				F	
	9.2.2.1.5	Zone 5		\$67.77				F	
	9.2.2.2	Intentionally Left Blank							
	9.2.2.3	4-Wire Nonloaded Loop							
	9.2.2.3.1	Zone 1		\$21.38				F	
	9.2.2.3.2	Zone 2		\$26.29				F	
	9.2.2.3.3	Zone 3		\$32.69				F	
	9.2.2.3.4	Zone 4		\$54.66				F	
	9.2.2.3.5	Zone 5		\$131.66				F	
	9.2.2.4	Cable Unloading							A, 14
	9.2.2.5	Bridge Tap Removal							A, 14
9.2.3	Digital Capable Loops								
	9.2.3.1	Basic Rate ISDN / xDSL-I Capable						See 9.2.4	
	9.2.3.1.1	Zone 1		\$11.26				F	
	9.2.3.1.2	Zone 2		\$13.63				F	
	9.2.3.1.3	Zone 3		\$16.92				F	
	9.2.3.1.4	Zone 4		\$28.23				F	
	9.2.3.1.5	Zone 5		\$67.77				F	
	9.2.3.2	Basic Rate ISDN Loop when ordered with Port						See 9.2.4	
	9.2.3.2.1	Zone 1		\$11.07				F	
	9.2.3.2.2	Zone 2		\$13.44				F	
	9.2.3.2.3	Zone 3		\$16.73				F	
	9.2.3.2.4	Zone 4		\$28.04				F	
	9.2.3.2.5	Zone 5		\$67.58				F	
	9.2.3.3	DS1 Capable Loop						See 9.2.5	
	9.2.3.3.1	Zone 1		\$68.86				#	
	9.2.3.3.2	Zone 2		\$69.41				#	
	9.2.3.3.3	Zone 3		\$69.08				#	
	9.2.3.3.4	Zone 4		\$68.96				#	
	9.2.3.3.5	Zone 5		\$74.33				#	
	9.2.3.4	DS3 Capable Loop						See 9.2.6	
	9.2.3.4.1	Zone 1		\$745.93				#	
	9.2.3.4.2	Zone 2		\$758.45				#	
	9.2.3.4.3	Zone 3		\$750.87				#	
	9.2.3.4.4	Zone 4		\$748.20				#	
	9.2.3.4.5	Zone 5		\$870.32				#	
	9.2.3.5	Intentionally Left Blank							
	9.2.3.6	2-Wire Extension Technology		\$20.73					A
9.2.4	Loop Installation and Disconnection Charges for 2 & 4-Wire Analog / Nonloaded, ISDN BRI Capable, xDSL-I Capable, where conditioning is not required.			See 9.2.1, 9.2.2, 9.2.3.1, & 9.2.3.2					
	9.2.4.1	Basic Installation							
	9.2.4.1.1	First							
	9.2.4.1.1.1	Installation or Change, Manual						\$45.70	C
	9.2.4.1.1.2	Disconnection, Manual						\$26.51	C
	9.2.4.1.1.3	Installation or Change, Mechanized						\$37.53	C
	9.2.4.1.1.4	Disconnection, Mechanized						\$14.41	C
	9.2.4.1.2	Each Additional							
	9.2.4.1.2.1	Installation or Change, Manual						\$34.78	C
	9.2.4.1.2.2	Disconnection, Manual						\$16.33	C
	9.2.4.1.2.3	Installation or Change, Mechanized						\$34.78	C
	9.2.4.1.2.4	Disconnection, Mechanized						\$13.99	#
	9.2.4.2	Basic Installation with Performance Testing							
	9.2.4.2.1	First							
	9.2.4.2.1.1	Installation or Change, Manual						\$118.09	C
	9.2.4.2.1.2	Disconnection, Manual						\$26.51	C
	9.2.4.2.1.3	Installation or Change, Mechanized						\$109.82	C
	9.2.4.2.1.4	Disconnection, Mechanized						\$16.33	C
	9.2.4.2.2	Each Additional							
	9.2.4.2.2.1	Installation or Change, Manual						\$66.37	C
	9.2.4.2.2.2	Disconnection, Manual						\$16.33	C
	9.2.4.2.2.3	Installation or Change, Mechanized						\$66.37	C
	9.2.4.2.2.4	Disconnection, Mechanized						\$16.33	C
	9.2.4.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation							
	9.2.4.3.1	First							
	9.2.4.3.1.1	Installation or Change, Manual						\$171.07	C
	9.2.4.3.1.2	Disconnection, Manual						\$26.51	C
	9.2.4.3.1.3	Installation or Change, Mechanized						\$162.81	C
	9.2.4.3.1.4	Disconnection, Mechanized						\$9.06	#
	9.2.4.3.2	Each Additional							
	9.2.4.3.2.1	Installation or Change, Manual						\$119.35	C
	9.2.4.3.2.2	Disconnection, Manual						\$16.33	C
	9.2.4.3.2.3	Installation or Change, Mechanized						\$85.03	f
	9.2.4.3.2.4	Disconnection, Mechanized						\$9.06	#

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	9.2.4.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation						
	9.2.4.4.1	First						
		9.2.4.4.1.1	Installation			\$59.81		#
		9.2.4.4.1.2	Disconnection			\$0.00		#
	9.2.4.4.2	Each Additional						
		9.2.4.4.2.1	Installation			\$53.32		#
		9.2.4.4.2.2	Disconnection			\$0.00		#
	9.2.4.5	Basic Installation with Cooperative Testing						
	9.2.4.5.1	First						
		9.2.4.5.1.1	Installation or Change, Manual			\$111.29		E
		9.2.4.5.1.2	Disconnection, Manual			\$30.30		E
		9.2.4.5.1.3	Installation or Change, Mechanized			\$88.49		E
		9.2.4.5.1.4	Disconnection, Mechanized			\$16.89		E
	9.2.4.5.2	Each Additional						
		9.2.4.5.2.1	Installation or Change, Manual			\$54.28		E
		9.2.4.5.2.2	Disconnection, Manual			\$16.89		E
		9.2.4.5.2.3	Installation or Change, Mechanized			\$54.28		E
		9.2.4.5.2.4	Disconnection, Mechanized			\$16.89		E
	9.2.5	DS1 Loop Installation Charges		See 9.2.3.3				
	9.2.5.1	Basic Installation						
	9.2.5.1.1	First						
		9.2.5.1.1.1	Installation or Change, Manual			\$104.82		C
		9.2.5.1.1.2	Disconnection, Manual			\$32.51		C
		9.2.5.1.1.3	Installation or Change, Mechanized			\$96.68		C
		9.2.5.1.1.4	Disconnection, Mechanized			\$27.99		C
	9.2.5.1.2	Each Additional						
		9.2.5.1.2.1	Installation or Change, Manual			\$98.27		C
		9.2.5.1.2.2	Disconnection, Manual			\$14.64		C
		9.2.5.1.2.3	Installation or Change, Mechanized			\$94.66		C
		9.2.5.1.2.4	Disconnection, Mechanized			\$12.83		C
	9.2.5.2	Basic Installation with Performance Testing						
	9.2.5.2.1	First						
		9.2.5.2.1.1	Installation or Change, Manual			\$300.55		C
		9.2.5.2.1.2	Disconnection, Manual			\$32.51		C
		9.2.5.2.1.3	Installation or Change, Mechanized			\$292.42		C
		9.2.5.2.1.4	Disconnection, Mechanized			\$27.99		C
	9.2.5.2.2	Each Additional						
		9.2.5.2.2.1	Installation or Change, Manual			\$270.43		C
		9.2.5.2.2.2	Disconnection, Manual			\$14.64		C
		9.2.5.2.2.3	Installation or Change, Mechanized			\$266.81		C
		9.2.5.2.2.4	Disconnection, Mechanized			\$12.83		C
	9.2.5.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation						
	9.2.5.3.1	First						
		9.2.5.3.1.1	Installation or Change, Manual			\$340.47		C
		9.2.5.3.1.2	Disconnection, Manual			\$32.51		C
		9.2.5.3.1.3	Installation or Change, Mechanized			\$332.34		C
		9.2.5.3.1.4	Disconnection, Mechanized			\$27.99		C
	9.2.5.3.2	Each Additional						
		9.2.5.3.2.1	Installation or Change, Manual			\$309.75		C
		9.2.5.3.2.2	Disconnection, Manual			\$14.64		C
		9.2.5.3.2.3	Installation or Change, Mechanized			\$306.14		C
		9.2.5.3.2.4	Disconnection, Mechanized			\$12.83		C
	9.2.5.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation						
	9.2.5.4.1	First						
		9.2.5.4.1.1	Installation or Change, Manual			\$109.87		C
		9.2.5.4.1.2	Disconnection, Manual			\$32.51		C
		9.2.5.4.1.3	Installation or Change, Mechanized			\$101.74		C
		9.2.5.4.1.4	Disconnection, Mechanized			\$27.99		C
	9.2.5.4.2	Each Additional						
		9.2.5.4.2.1	Installation or Change, Manual			\$103.33		C
		9.2.5.4.2.2	Disconnection, Manual			\$14.64		C
		9.2.5.4.2.3	Installation or Change, Mechanized			\$99.72		C
		9.2.5.4.2.4	Disconnection, Mechanized			\$12.83		C
	9.2.5.5	Basic Installation with Cooperative Testing						
	9.2.5.5.1	First						
		9.2.5.5.1.1	Installation or Change, Manual			\$213.72		E
		9.2.5.5.1.2	Disconnection, Manual			\$24.01		E
		9.2.5.5.1.3	Installation or Change, Mechanized			\$204.07		E
		9.2.5.5.1.4	Disconnection, Mechanized			\$22.49		E
	9.2.5.5.2	Each Additional						
		9.2.5.5.2.1	Installation or Change, Manual			\$187.23		E
		9.2.5.5.2.2	Disconnection, Manual			\$11.99		E
		9.2.5.5.2.3	Installation or Change, Mechanized			\$186.34		E
		9.2.5.5.2.4	Disconnection, Mechanized			\$11.99		E

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9.2.6	DS3 Loop Installation Charges		See 9.2.3.4			
9.2.6.1	Basic Installation					
9.2.6.1.1	First					
	9.2.6.1.1.1	Installation or Change, Manual		\$104.82		C
	9.2.6.1.1.2	Disconnection, Manual		\$32.51		C
	9.2.6.1.1.3	Installation or Change, Mechanized		\$96.68		C
	9.2.6.1.1.4	Disconnection, Mechanized		\$27.99		C
9.2.6.1.2	Each Additional					
	9.2.6.1.2.1	Installation or Change, Manual		\$98.27		C
	9.2.6.1.2.2	Disconnection, Manual		\$14.64		C
	9.2.6.1.2.3	Installation or Change, Mechanized		\$94.66		C
	9.2.6.1.2.4	Disconnection, Mechanized		\$12.83		C
9.2.6.2	Basic Installation with Performance Testing					
9.2.6.2.1	First					
	9.2.6.2.1.1	Installation or Change, Manual		\$300.55		C
	9.2.6.2.1.2	Disconnection, Manual		\$32.51		C
	9.2.6.2.1.3	Installation or Change, Mechanized		\$292.42		C
	9.2.6.2.1.4	Disconnection, Mechanized		\$27.99		C
9.2.6.2.2	Each Additional					
	9.2.6.2.2.1	Installation or Change, Manual		\$270.43		C
	9.2.6.2.2.2	Disconnection, Manual		\$14.64		C
	9.2.6.2.2.3	Installation or Change, Mechanized		\$266.81		C
	9.2.6.2.2.4	Disconnection, Mechanized		\$12.83		C
9.2.6.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation					
9.2.6.3.1	First					
	9.2.6.3.1.1	Installation or Change, Manual		\$340.47		C
	9.2.6.3.1.2	Disconnection, Manual		\$32.51		C
	9.2.6.3.1.3	Installation or Change, Mechanized		\$332.34		C
	9.2.6.3.1.4	Disconnection, Mechanized		\$27.99		C
9.2.6.3.2	Each Additional					
	9.2.6.3.2.1	Installation or Change, Manual		\$309.75		C
	9.2.6.3.2.2	Disconnection, Manual		\$14.64		C
	9.2.6.3.2.3	Installation or Change, Mechanized		\$306.14		C
	9.2.6.3.2.4	Disconnection, Mechanized		\$12.83		C
9.2.6.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation					
9.2.6.4.1	First					
	9.2.6.4.1.1	Installation or Change, Manual		\$109.87		C
	9.2.6.4.1.2	Disconnection, Manual		\$32.51		C
	9.2.6.4.1.3	Installation or Change, Mechanized		\$101.74		C
	9.2.6.4.1.4	Disconnection, Mechanized		\$27.99		C
9.2.6.4.2	Each Additional					
	9.2.6.4.2.1	Installation or Change, Manual		\$103.33		C
	9.2.6.4.2.2	Disconnection, Manual		\$14.64		C
	9.2.6.4.2.3	Installation or Change, Mechanized		\$99.72		C
	9.2.6.4.2.4	Disconnection, Mechanized		\$12.83		C
9.2.6.5	Basic Installation with Cooperative Testing					
9.2.6.5.1	First					
	9.2.6.5.1.1	Installation or Change, Manual		\$213.72		E
	9.2.6.5.1.2	Disconnection, Manual		\$24.01		E
	9.2.6.5.1.3	Installation or Change, Mechanized		\$204.07		E
	9.2.6.5.1.4	Disconnection, Mechanized		\$22.49		E
9.2.6.5.2	Each Additional					
	9.2.6.5.2.1	Installation or Change, Manual		\$187.23		E
	9.2.6.5.2.2	Disconnection, Manual		\$11.99		E
	9.2.6.5.2.3	Installation or Change, Mechanized		\$186.34		E
	9.2.6.5.2.4	Disconnection, Mechanized		\$11.99		E
9.2.7	Intentionally Left Blank					
9.2.8	Private Line / Special Access to Unbundled Loop Conversion (as is)			\$36.86		1
<b>9.3</b>	<b>Subloop</b>					
9.3.1	2-Wire Analog and Nonloaded Distribution Loop					
9.3.1.1	First					
	9.3.1.1.1	Installation or Change, Manual		\$65.99		C
	9.3.1.1.2	Disconnection, Manual		\$16.81		C
	9.3.1.1.3	Installation or Change, Mechanized		\$58.94		C
	9.3.1.1.4	Disconnection, Mechanized		\$5.42		C
9.3.1.2	Each Additional					
	9.3.1.2.1	Installation or Change, Manual		\$21.83		C
	9.3.1.2.2	Disconnection, Manual		\$16.81		C
	9.3.1.2.3	Installation or Change, Mechanized		\$14.78		C
	9.3.1.2.4	Disconnection, Mechanized		\$5.42		C
9.3.1.3	2-Wire Distribution Loop, First & Each Additional					
	9.3.1.3.1	Zone 1	\$6.67			F
	9.3.1.3.2	Zone 2	\$8.27			F
	9.3.1.3.3	Zone 3	\$10.69			F

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		9.3.1.3.4	Zone 4	\$19.02				F	
		9.3.1.3.5	Zone 5	\$48.37				F	
	9.3.2	Intentionally Left Blank							
	9.3.3	Intra-Building Cable (2-Wire Copper Only)		\$0.91				C	
		9.3.3.1	No Dispatch, First						
			9.3.3.1.1	Installation			\$7.01		1
			9.3.3.1.2	Disconnection			\$7.01		1
		9.3.3.2	No Dispatch, Each Additional						
			9.3.3.2.1	Installation			\$7.01		1
			9.3.3.2.2	Disconnection			\$7.01		1
	9.3.4	Intentionally Left Blank							
	9.3.5	Multi-Tenant Environment (MTE) Terminal Subloop Access							
		9.3.5.1	Subloop MTE - POI Site Inventory, per Request				\$276.15		1
		9.3.5.2	MTE - POI Rearrangement of Facilities				ICB		3
		9.3.5.3	MTE - POI Construction of New SPOI				ICB	3	
	9.3.6	Intentionally Left Blank							
	9.3.7	Field Connection Point (FCP)							
		9.3.7.1	Feasibility Fee / Quote Preparation Fee				\$430.00		C
		9.3.7.2	FCP Set-up, per Request				\$3,336.93		1
		9.3.7.3	FCP Splicing, per 25 Pairs				\$14.07		1
		9.3.7.4	FCP Reclassification Charge				\$544.09		1
	<b>9.4</b>	<b>Shared Services</b>							
		9.4.1	Intentionally Left Blank						
		9.4.2	Intentionally Left Blank						
		9.4.3	Loop Splitting						
			9.4.3.1	Basic Installation Charge for Loop Splitting					
				9.4.3.1.1	Installation, Manual		\$45.70		1
				9.4.3.1.2	Disconnection, Manual		\$26.51		1
				9.4.3.1.3	Installation, Mechanized		\$37.53		1
				9.4.3.1.4	Disconnection, Mechanized		\$14.41		1
	<b>9.5</b>	<b>Network Interface Device (NID)</b>		\$0.41				A, 7	
		9.5.1	Manual				\$66.71		C
		9.5.2	Mechanized				\$59.67		C
	<b>9.6</b>	<b>Unbundled Dedicated Interoffice Transport (UDIT)</b>							
		9.6.1	DS0 UDIT (Recurring Fixed & per Mile)						
			9.6.1.1	Over 0 to 8 Miles	\$16.59	\$0.10		A	A
			9.6.1.2	Over 8 to 25 Miles	\$16.59	\$0.07		A	A
			9.6.1.3	Over 25 to 50 Miles	\$16.58	\$0.07		A	A
			9.6.1.4	Over 50 Miles	\$16.59	\$0.14		A	A
			9.6.1.5	Installation, Manual			\$217.71		C
			9.6.1.6	Disconnection, Manual			\$90.86		C
			9.6.1.7	Installation, Mechanized			\$201.08		C
			9.6.1.8	Disconnection, Mechanized			\$74.23		C
		9.6.2	DS1 UDIT (Recurring Fixed & per Mile)						
			9.6.2.1	Over 0 to 8 Miles	\$33.12	\$0.51		A	A
			9.6.2.2	Over 8 to 25 Miles	\$33.12	\$0.65		A	A
			9.6.2.3	Over 25 to 50 Miles	\$33.13	\$2.30		A	A
			9.6.2.4	Over 50 Miles	\$33.13	\$2.70		A	A
			9.6.2.5	Installation, Manual			\$260.80		C
			9.6.2.6	Disconnection, Manual			\$91.37		C
			9.6.2.7	Installation, Mechanized			\$244.14		C
			9.6.2.8	Disconnection, Mechanized			\$74.74		C
		9.6.3	DS3 UDIT (Recurring Fixed & per Mile)						
			9.6.3.1	Over 0 to 8 Miles	\$224.72	\$10.60		A	A
			9.6.3.2	Over 8 to 25 Miles	\$225.41	\$11.55		A	A
			9.6.3.3	Over 25 to 50 Miles	\$231.08	\$30.34		A	A
			9.6.3.4	Over 50 Miles	\$233.13	\$34.70		A	A
			9.6.3.5	Installation, Manual			\$260.80		C
			9.6.3.6	Disconnection, Manual			\$91.37		C
			9.6.3.7	Installation, Mechanized			\$244.14		C
			9.6.3.8	Disconnection, Mechanized			\$74.74		C
	9.6.4	Intentionally Left Blank							
	9.6.5	Intentionally Left Blank							
	9.6.6	Intentionally Left Blank							
	9.6.7	Channel Performance							
		9.6.7.1	DS0 Low Side Channelization (No Multiplexing)	\$11.23				C	
	9.6.8	Intentionally Left Blank							
	9.6.9	Intentionally Left Blank							
	9.6.10	Intentionally Left Blank							
	9.6.11	UDIT Rearrangement							
		9.6.11.1	DS0, Dual Office						
			9.6.11.1.1	Manual			\$154.39		E
			9.6.11.1.2	Mechanized			\$142.88		E
		9.6.11.2	DS0, Single Office						

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		Quantity	Unit Price	Material	Rate	Rate	Rate	Rate	Rate	
				9.6.11.2.1	Manual				\$124.78	E
				9.6.11.2.2	Mechanized				\$113.27	E
	9.6.11.3				High Capacity, Dual Office					
				9.6.11.3.1	Manual				\$186.86	E
				9.6.11.3.2	Mechanized				\$175.35	E
	9.6.11.4				High Capacity, Single Office					
				9.6.11.4.1	Manual				\$167.75	E
				9.6.11.4.2	Mechanized				\$156.24	E
	9.6.12				Private Line / Special Access to UDIT Conversion (as is)				\$126.01	1
<b>9.7</b>	<b>Unbundled Dark Fiber (UDF)</b>									
	9.7.1				Initial Records Inquiry (IRI)					
				9.7.1.1	Simple				\$159.32	C
				9.7.1.2	Complex				\$203.15	C
	9.7.2				Field Verification and Quote Preparation (FVQP)				\$1,483.73	C
	9.7.3				Engineering Verification				\$239.83	E
	9.7.4				UDF - Single Strand					
				9.7.4.1	UDF - Interoffice Facilities (UDF-IOF) Single Strand					
				9.7.4.1.1	Order Charge, per First Strand / Route / Order					
					9.7.4.1.1.1	Installation, Manual			\$355.94	C
					9.7.4.1.1.2	Disconnection, Manual			\$215.40	C
					9.7.4.1.1.3	Installation, Mechanized			\$339.31	C
					9.7.4.1.1.4	Disconnection, Mechanized			\$198.77	C
				9.7.4.1.2	Order Charge, Each Additional Strand / Route / Order					
					9.7.4.1.2.1	Installation, Manual			\$200.96	C
					9.7.4.1.2.2	Disconnection, Manual			\$80.74	C
					9.7.4.1.2.3	Installation, Mechanized			\$200.96	C
					9.7.4.1.2.4	Disconnection, Mechanized			\$80.74	C
				9.7.4.1.3	Fiber Transport, per Strand / Route / Mile	\$40.88				E
				9.7.4.1.4	Termination, Fixed, per Strand / Mile	\$3.08				E
				9.7.4.1.5	Fiber Cross-Connect (Minimum of 2 Cross-Connects Apply), per	\$1.71				E
					9.7.4.1.5.1	Installation			\$11.63	C
					9.7.4.1.5.2	Disconnect			\$5.05	C
	9.7.5				UDF - per Pair					
				9.7.5.1	UDF - Interoffice Facilities (UDF-IOF), per Pair					
				9.7.5.1.1	Order Charge, per First Pair / Route / Order					
					9.7.5.1.1.1	Installation, Manual			\$355.94	C
					9.7.5.1.1.2	Disconnection, Manual			\$215.40	C
					9.7.5.1.1.3	Installation, Mechanized			\$339.31	C
					9.7.5.1.1.4	Disconnection, Mechanized			\$198.77	C
				9.7.5.1.2	Order Charge, Each Additional Pair / Route / Order					
					9.7.5.1.2.1	Installation, Manual			\$200.96	C
					9.7.5.1.2.2	Disconnection, Manual			\$80.74	C
					9.7.5.1.2.3	Installation, Mechanized			\$200.96	C
					9.7.5.1.2.4	Disconnection, Mechanized			\$80.74	C
				9.7.5.1.3	Fiber Transport, per Pair / Mile	\$53.14				C
				9.7.5.1.4	Termination, Fixed, per Pair / Office	\$6.16				C
				9.7.5.1.5	Fiber Cross-Connect (Minimum of 2 Cross-Connects Apply), per Pair	\$3.42				C
					9.7.5.1.5.1	Installation			\$11.63	C
					9.7.5.1.5.2	Disconnection			\$5.05	C
	9.7.6				Dark Fiber Splice				\$472.20	E
	9.7.7				UDF MTE Subloop	ICB			ICB	3
<b>9.8</b>	<b>Intentionally Left Blank</b>									
<b>9.9</b>	<b>Intentionally Left Blank</b>									
<b>9.10</b>	<b>Intentionally Left Blank</b>									
<b>9.11</b>	<b>Intentionally Left Blank</b>									
<b>9.12</b>	<b>Intentionally Left Blank</b>									
<b>9.13</b>	<b>Intentionally Left Blank</b>									
<b>9.14</b>	<b>Intentionally Left Blank</b>									
<b>9.15</b>	<b>Intentionally Left Blank</b>									
<b>9.16</b>	<b>Intentionally Left Blank</b>									
<b>9.17</b>	<b>Intentionally Left Blank</b>									
<b>9.18</b>	<b>Intentionally Left Blank</b>									
<b>9.19</b>	<b>Construction Charges</b>									
	9.19.1				CLEC Requested UNE Construction (CRUNEC) - applies to Unbundled Dark Fiber, Unbundled					

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	9.19.1.1	Records Quote Preparation Fee			\$358.88		1	
	9.19.1.2	Construction Quote Preparation Fee			\$891.78		1	
	9.19.2	Construction of Network Capacity, Facilities or Space for Access to or use of UNEs		ICB		ICB	3	3
<b>9.20</b>	<b>Miscellaneous Charges</b>							
	9.20.1	Additional Engineering, per Half Hour or fraction thereof						
		9.20.1.1 Additional Engineering - Basic			\$31.46			E
		9.20.1.2 Additional Engineering - Overtime			\$38.91			E
	9.20.2	Additional Labor Installation, per Half Hour or fraction thereof						
		9.20.2.1 Additional Labor Installation - Overtime			\$8.94			E
		9.20.2.2 Additional Labor Installation - Premium			\$17.89			E
	9.20.3	Additional Labor Other (Optional Testing), per Half Hour or fraction thereof						
		9.20.3.1 Additional Labor Other (Optional Testing) - Basic			\$27.42			E
		9.20.3.2 Additional Labor Other (Optional Testing) - Overtime			\$36.62			E
		9.20.3.3 Additional Labor Other (Optional Testing) - Premium			\$45.84			E
	9.20.4	Intentionally Left Blank						
	9.20.5	Intentionally Left Blank						
	9.20.6	Additional Cooperative Acceptance Testing, per Half Hour or fraction thereof						
		9.20.6.1 Additional Cooperative Acceptance Testing - Basic			\$29.13			E
		9.20.6.2 Additional Cooperative Acceptance Testing - Overtime			\$38.91			E
		9.20.6.3 Additional Cooperative Acceptance Testing - Premium			\$48.69			E
	9.20.7	Nonscheduled Cooperative Testing, per Half Hour or fraction thereof						
		9.20.7.1 Nonscheduled Cooperative Testing - Basic			\$29.13			E
		9.20.7.2 Nonscheduled Cooperative Testing - Overtime			\$38.91			E
		9.20.7.3 Nonscheduled Cooperative Testing - Premium			\$48.69			E
	9.20.8	Nonscheduled Manual Testing, per Half Hour or fraction thereof						
		9.20.8.1 Nonscheduled Manual Testing - Basic			\$29.13			E
		9.20.8.2 Nonscheduled Manual Testing - Overtime			\$38.91			E
		9.20.8.3 Nonscheduled Manual Testing - Premium			\$48.69			E
	9.20.9	Intentionally Left Blank						
	9.20.10	Intentionally Left Blank						
	9.20.11	Additional Dispatch						
		9.20.11.1 Manual			\$46.59			E
		9.20.11.2 Mechanized			\$43.39			E
	9.20.12	Trouble Isolation Charge, per Half Hour						
		9.20.12.1 During Business Hours			\$28.07			B
		9.20.12.2 After Business Hours			\$37.55			B
	9.20.13	Design Change, per Order						
		9.20.13.1 Manual			\$53.65			E
		9.20.13.2 Mechanized			\$50.45			E
	9.20.14	Expedite Charge				ICB		3
	9.20.15	Cancellation Charge				ICB		3
	9.20.16	Maintenance of Service, per Half Hour or fraction thereof						
		9.20.16.1 Maintenance of Service - Basic			\$27.42			E
		9.20.16.2 Maintenance of Service - Overtime			\$36.62			E
		9.20.16.3 Maintenance of Service - Premium			\$45.84			E
	9.20.17	Installation of Equipment, per Half Hour						
		9.20.17.1 During Business Hours			\$32.00			B
		9.20.17.2 After Business Hours			\$41.20			B
	9.20.18	Repair of Equipment, per Half Hour						
		9.20.18.1 During Business Hours			\$32.00			B
		9.20.18.2 After Business Hours			\$41.20			B
	9.20.19	Intentionally Left Blank						
<b>9.21</b>	<b>Channel Regeneration</b>							
	9.21.1	DS1		\$0.00	\$0.00		15	15
	9.21.2	DS3		\$0.00	\$0.00		15	15
<b>9.22</b>	<b>Intentionally Left Blank</b>							
<b>9.23</b>	<b>UNE Combinations</b>							
	9.23.1	Intentionally Left Blank						
	9.23.2	Enhanced Extended Loop (EEL)						
		9.23.2.1 EEL Loop, DSO 2-Wire						
			9.23.2.1.1	EEL 2-Wire Loop Installation				
				9.23.2.1.1.1	First			
					9.23.2.1.1.1.1	Installation, Manual	\$226.09	C
					9.23.2.1.1.1.2	Disconnection, Manual	\$73.38	C
					9.23.2.1.1.1.3	Installation, Mechanized	\$213.16	C
					9.23.2.1.1.1.4	Disconnection, Mechanized	\$60.45	C
				9.23.2.1.1.2	Each Additional			
					9.23.2.1.1.2.1	Installation, Manual	\$156.43	C
					9.23.2.1.1.2.2	Disconnection, Manual	\$46.29	C
					9.23.2.1.1.2.3	Installation, Mechanized	\$156.43	C
					9.23.2.1.1.2.4	Disconnection, Mechanized	\$46.29	C
			9.23.2.1.2	2-Wire Analog Loop (see rates in 9.2.1.1)				
				9.23.2.1.2.1	Zone 1	\$11.26		12

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		9.23.2.1.2.2	Zone 2		\$13.63			12	
		9.23.2.1.2.3	Zone 3		\$16.92			12	
		9.23.2.1.2.4	Zone 4		\$28.23			12	
		9.23.2.1.2.5	Zone 5		\$67.77			12	
	9.23.2.2	EEL Loop, DS0 4-Wire							
		9.23.2.2.1	EEL 4-Wire Loop Installation						
			9.23.2.2.1.1	First					
				9.23.2.2.1.1.1	Installation, Manual		\$226.09		C
				9.23.2.2.1.1.2	Disconnection, Manual		\$73.38		C
				9.23.2.2.1.1.3	Installation, Mechanized		\$213.16		C
				9.23.2.2.1.1.4	Disconnection, Mechanized		\$60.45		C
			9.23.2.2.1.2	Each Additional					
				9.23.2.2.1.2.1	Installation, Manual		\$156.43		C
				9.23.2.2.1.2.2	Disconnection, Manual		\$46.29		C
				9.23.2.2.1.2.3	Installation, Mechanized		\$156.43		C
				9.23.2.2.1.2.4	Disconnection, Mechanized		\$46.29		C
		9.23.2.2.2	4-Wire Analog Loop (see rates in 9.2.1.3)						
			9.23.2.2.2.1	Zone 1		\$21.38		12	
			9.23.2.2.2.2	Zone 2		\$26.29		12	
			9.23.2.2.2.3	Zone 3		\$32.69		12	
			9.23.2.2.2.4	Zone 4		\$54.66		12	
			9.23.2.2.2.5	Zone 5		\$131.66		12	
	9.23.2.3	EEL Loop, DS1							
		9.23.2.3.1	EEL DS1 Loop Installation						
			9.23.2.3.1.1	First					
				9.23.2.3.1.1.1	Installation, Manual		\$279.35		C
				9.23.2.3.1.1.2	Disconnection, Manual		\$71.93		C
				9.23.2.3.1.1.3	Installation, Mechanized		\$266.42		C
				9.23.2.3.1.1.4	Disconnection, Mechanized		\$58.99		C
			9.23.2.3.1.2	Each Additional					
				9.23.2.3.1.2.1	Installation, Manual		\$204.74		C
				9.23.2.3.1.2.2	Disconnection, Manual		\$30.68		C
				9.23.2.3.1.2.3	Installation, Mechanized		\$204.74		C
				9.23.2.3.1.2.4	Disconnection, Mechanized		\$30.68		C
		9.23.2.3.2	DS1 Capable Loop (see rates in 9.2.3.3)						
			9.23.2.3.2.1	Zone 1		\$68.86		12	
			9.23.2.3.2.2	Zone 2		\$69.41		12	
			9.23.2.3.2.3	Zone 3		\$69.08		12	
			9.23.2.3.2.4	Zone 4		\$68.96		12	
			9.23.2.3.2.5	Zone 5		\$74.33		12	
	9.23.2.4	EEL Loop, DS3							
		9.23.2.4.1	EEL DS3 Loop Installation						
			9.23.2.4.1.1	First					
				9.23.2.4.1.1.1	Installation, Manual		\$298.16		C
				9.23.2.4.1.1.2	Disconnection, Manual		\$74.96		C
				9.23.2.4.1.1.3	Installation, Mechanized		\$285.22		C
				9.23.2.4.1.1.4	Disconnection, Mechanized		\$62.03		C
			9.23.2.4.1.2	Each Additional					
				9.23.2.4.1.2.1	Installation, Manual		\$223.54		C
				9.23.2.4.1.2.2	Disconnection, Manual		\$33.71		C
				9.23.2.4.1.2.3	Installation, Mechanized		\$223.54		C
				9.23.2.4.1.2.4	Disconnection, Mechanized		\$33.71		C
		9.23.2.4.2	DS3 Capable Loop (see rates in 9.2.3.4)						
			9.23.2.4.2.1	Zone 1		\$745.93		12	
			9.23.2.4.2.2	Zone 2		\$758.45		12	
			9.23.2.4.2.3	Zone 3		\$750.87		12	
			9.23.2.4.2.4	Zone 4		\$748.20		12	
			9.23.2.4.2.5	Zone 5		\$870.32		12	
	9.23.2.5	Private Line / Special Access to EEL Conversion (as is)					\$36.86		1
	9.23.2.6	EEL Rearrangement							
		9.23.2.6.1	DS0				\$135.13		1
		9.23.2.6.2	High Capacity				\$153.38		1
	9.23.2.7	EEL Transport							
		9.23.2.7.1	DS0 (Recurring Fixed & per Mile) (see rates in 9.6.1)						
			9.23.2.7.1.1	Over 0 to 8 Miles	\$16.59	\$0.10		12	12
			9.23.2.7.1.2	Over 8 to 25 Miles	\$16.59	\$0.07		12	12
			9.23.2.7.1.3	Over 25 to 50 Miles	\$16.58	\$0.07		12	12
			9.23.2.7.1.4	Over 50 Miles	\$16.59	\$0.14		12	12
		9.23.2.7.2	DS1 (Recurring Fixed & per Mile) (uses rates from 9.6.2)						
			9.23.2.7.2.1	Over 0 to 8 Miles	\$33.12	\$0.51		12	12
			9.23.2.7.2.2	Over 8 to 25 Miles	\$33.12	\$0.65		12	12
			9.23.2.7.2.3	Over 25 to 50 Miles	\$33.13	\$2.30		12	12
			9.23.2.7.2.4	Over 50 Miles	\$33.13	\$2.70		12	12
		9.23.2.7.3	DS3 (Recurring Fixed & per Mile) (uses rates from 9.6.3)						
			9.23.2.7.3.1	Over 0 to 8 Miles	\$224.72	\$10.60		12	12
			9.23.2.7.3.2	Over 8 to 25 Miles	\$225.41	\$11.55		12	12
			9.23.2.7.3.3	Over 25 to 50 Miles	\$231.08	\$30.34		12	12



Pac-West Telecomm, Inc.  
Exhibit A  
Washington

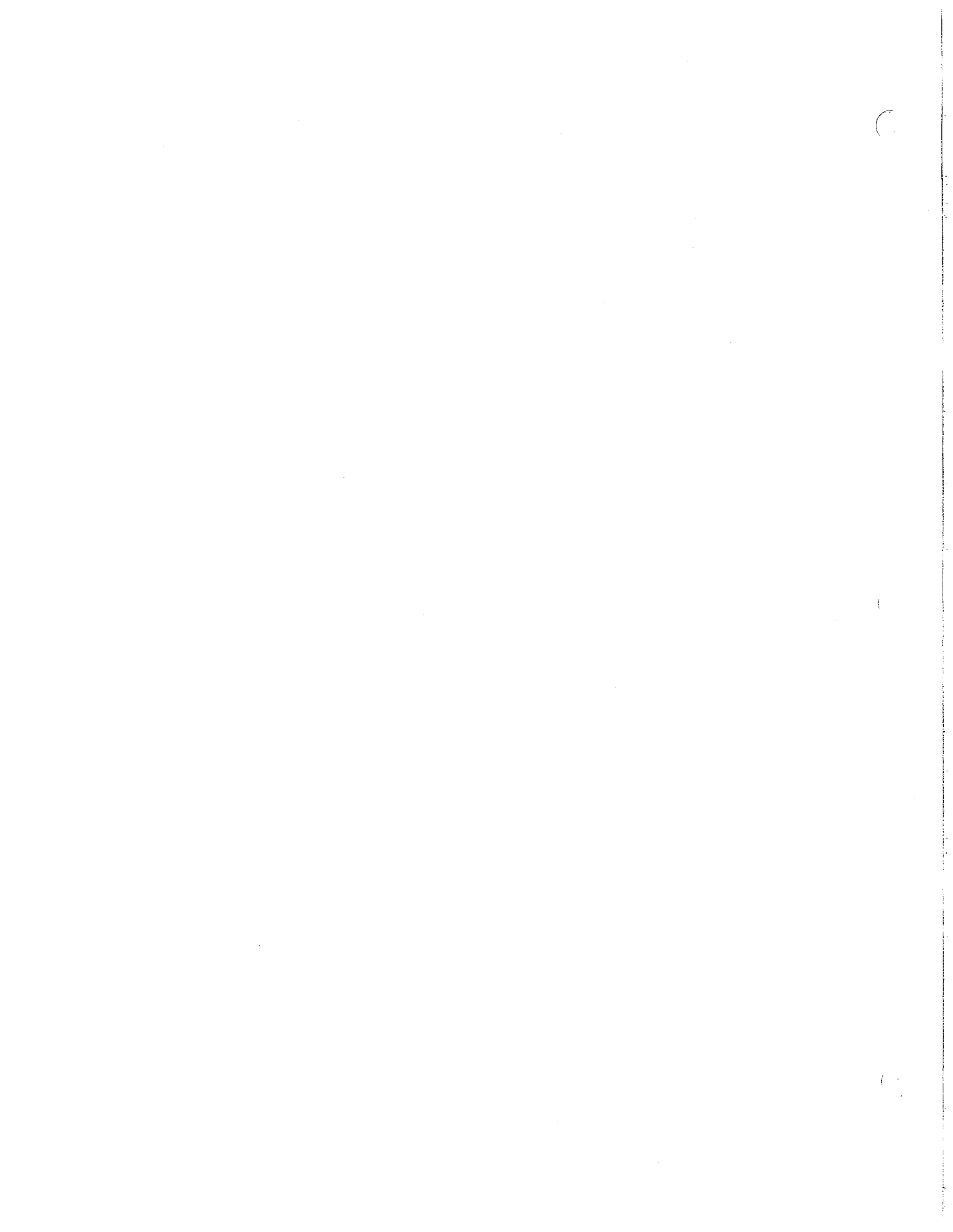
			9.23.2.7.3.4	Over 50 Miles	\$233.13	\$34.70		12	12	
	9.23.2.8	EEL Multiplexing								
		9.23.2.8.1	DS1 to DS0		\$175.23			A		
			9.23.2.8.1.1	Installation, Manual		\$202.05				C
			9.23.2.8.1.2	Disconnection, Manual		\$74.96				C
			9.23.2.8.1.3	Installation, Mechanized		\$189.11				C
			9.23.2.8.1.4	Disconnection, Mechanized		\$62.03				C
		9.23.2.8.2	DS3 to DS1		\$170.08			A		
			9.23.2.8.2.1	Installation, Manual		\$202.05				C
			9.23.2.8.2.2	Disconnection, Manual		\$74.96				C
			9.23.2.8.2.3	Installation, Mechanized		\$189.11				C
			9.23.2.8.2.4	Disconnection, Mechanized		\$62.03				C
	9.23.2.9	EEL DS0 Channel Performance (uses rates from 9.6.7)								
		9.23.2.9.1	DS0 Low Side Channelization		\$11.23			C		
		9.23.2.9.2	DS1 / DS0 Low Side Channelization		\$6.41			C		
	<b>9.24</b>	<b>Intentionally Left Blank</b>								
	<b>9.25</b>	<b>Loop Mux Combination (LMC)</b>								
	9.25.1	Loop Mux DS0 2-Wire Analog								
		9.25.1.1	LMC 2-Wire Loop Installation							
			9.25.1.1.1	First						
				9.25.1.1.1.1	Installation, Manual	\$126.75				E
				9.25.1.1.1.2	Disconnection, Manual	\$32.79				E
				9.25.1.1.1.3	Installation, Mechanized	\$107.93				E
				9.25.1.1.1.4	Disconnection, Mechanized	\$23.56				E
			9.25.1.1.2	Each Additional						
				9.25.1.1.2.1	Installation, Manual	\$89.66				E
				9.25.1.1.2.2	Disconnection, Manual	\$14.61				E
				9.25.1.1.2.3	Installation, Mechanized	\$86.70				E
				9.25.1.1.2.4	Disconnection, Mechanized	\$13.06				E
		9.25.1.2	2-Wire Analog Loop (see rates in 9.2.1.1)							
			9.25.1.2.1	Zone 1	\$11.26			12		
			9.25.1.2.2	Zone 2	\$13.63			12		
			9.25.1.2.3	Zone 3	\$16.92			12		
			9.25.1.2.4	Zone 4	\$28.23			12		
			9.25.1.2.5	Zone 5	\$67.77			12		
	9.25.2	Loop Mux DS0 4-Wire Analog								
		9.25.2.1	LMC 4-Wire Loop Installation							
			9.25.2.1.1	First						
				9.25.2.1.1.1	Installation, Manual	\$126.75				E
				9.25.2.1.1.2	Disconnection, Manual	\$32.79				E
				9.25.2.1.1.3	Installation, Mechanized	\$107.93				E
				9.25.2.1.1.4	Disconnection, Mechanized	\$23.56				E
			9.25.2.1.2	Each Additional						
				9.25.2.1.2.1	Installation, Manual	\$89.66				E
				9.25.2.1.2.2	Disconnection, Manual	\$14.61				E
				9.25.2.1.2.3	Installation, Mechanized	\$86.70				E
				9.25.2.1.2.4	Disconnection, Mechanized	\$13.06				E
		9.25.2.2	4-Wire Analog Loop (see rates in 9.2.1.3)							
			9.25.2.2.1	Zone 1	\$21.38			12		
			9.25.2.2.2	Zone 2	\$26.29			12		
			9.25.2.2.3	Zone 3	\$32.69			12		
			9.25.2.2.4	Zone 4	\$54.66			12		
			9.25.2.2.5	Zone 5	\$131.66			12		
	9.25.3	Loop Mux, DS1								
		9.25.3.1	LMC DS1 Loop Installation							
			9.25.3.1.1	First						
				9.25.3.1.1.1	Installation, Manual	\$172.99				E
				9.25.3.1.1.2	Disconnection, Manual	\$31.84				E
				9.25.3.1.1.3	Installation, Mechanized	\$154.17				E
				9.25.3.1.1.4	Disconnection, Mechanized	\$22.61				E
			9.25.3.1.2	Each Additional						
				9.25.3.1.2.1	Installation, Manual	\$135.90				E
				9.25.3.1.2.2	Disconnection, Manual	\$13.66				E
				9.25.3.1.2.3	Installation, Mechanized	\$132.94				E
				9.25.3.1.2.4	Disconnection, Mechanized	\$12.11				E
		9.25.3.2	DS1 Capable Loop (see rates in 9.2.3.3)							
			9.25.3.2.1	Zone 1	\$68.86			12		
			9.25.3.2.2	Zone 2	\$69.41			12		
			9.25.3.2.3	Zone 3	\$69.08			12		
			9.25.3.2.4	Zone 4	\$68.96			12		
			9.25.3.2.5	Zone 5	\$74.33			12		
	9.25.4	Private Line / Special Access to LMC Conversion (as is)						\$36.86		1
	9.25.5	DS0 Channel Performance (see rates in 9.6.7)								
		9.25.5.1	DS0 Low Side Channelization		\$11.23			12		
		9.25.5.2	DS1 / DS0 Low Side Channelization		\$6.41			12		

**Pac-West Telecomm, Inc.**  
**Exhibit A**  
**Washington**

		Reporting Period	Reporting Period	Reporting Period	Reporting Period	Reporting Period
	9.25.6	LMC Rearrangement				
	9.25.6.1	DS0			\$135.13	1
	9.25.6.2	High Capacity			\$153.38	1
<b>10.0</b>	<b>Ancillary Services</b>					
<b>10.1</b>	<b>Local Number Portability</b>					
	10.1.1	LNP Queries	See FCC Tariff #1 Section 13 & 20		See FCC Tariff #1 Section 13 & 20	
	10.1.2	LNP Managed Cuts				
	10.1.2.1	Standard Managed Cuts, per Person, per Half Hour			\$27.38	1
	10.1.2.2	Overtime Managed Cuts, per Person, per Half Hour			\$35.43	1
	10.1.2.3	Premium Managed Cuts, per Person, per Half Hour			\$43.49	1
<b>10.2</b>	<b>911 / E911</b>					
	10.2.1	911 / E911 - Calling	No Charge		No Charge	
<b>10.3</b>	<b>White Pages Directory Listings, Facility Based Providers</b>					
	10.3.1	Primary Listing	No Charge		No Charge	
	10.3.2	Premium / Privacy Listings	General Exchange Tariff Rate, Less Wholesale Discount		General Exchange Tariff Rate, Less Wholesale Discount	
<b>10.4</b>	<b>Directory Assistance, Facility Based Providers</b>					
	10.4.1	Local Directory Assistance, per Call	\$0.34			2
	10.4.2	National Directory Assistance, per Call	\$0.34			2
	10.4.3	Intentionally Left Blank				
	10.4.4	Intentionally Left Blank				
	10.4.5	Call Completion, per Call	\$0.04			2
<b>10.5</b>	<b>Directory Assistance List Information</b>					
	10.5.1	Initial Database Load, per Listing	\$0.0073			E
	10.5.2	Reload of Database, per Listing	\$0.0073			E
	10.5.3	Daily Updates, per Listing	\$0.0171			E
	10.5.4	One-time Set-Up Fee, per Hour			\$67.43	2
	10.5.5	Media Charges for File Delivery				
	10.5.5.1	Electronic Transmission (provided by the Company), per Listing	\$0.002			E
<b>10.6</b>	<b>Toll and Assistance Operator Services, Facility Based Providers</b>					
	10.6.1	Operator Assistance, per Call	\$0.35			2
	10.6.2	Busy Line Verify, per Call	\$0.73			2
	10.6.3	Busy Line Interrupt	\$0.87			2
	10.6.4	Call Branding, Set-Up & Recording			\$10,500.00	2
	10.6.5	Loading Brand, per Switch			\$175.00	2
<b>10.7</b>	<b>Access to Poles, Ducts, Conduits and Rights of Way (ROW)</b>					
	10.7.1	Pole Inquiry Fee, per Mile			\$322.64	C
	10.7.2	Innerduct Inquiry Fee, per Mile			\$387.83	C
	10.7.3	ROW Inquiry Fee, per Inquiry			\$334.65	E
	10.7.4	ROW Document Preparation Fee			\$99.24	E
	10.7.5	Field Verification Fee, per Pole			\$35.83	C
	10.7.6	Field Verification Fee, per Manhole			\$143.33	C
	10.7.7	Planner Verification, per Manhole			\$11.07	E
	10.7.8	Manhole Verification Inspector, per Manhole			\$74.43	E
	10.7.9	Manhole Make-Ready Inspector, per Manhole			\$198.48	E
	10.7.10	Transfer of Responsibility			\$120.15	1
	10.7.11	Pole Attachment Fee, per Foot, per Year				
	10.7.11.1	Urban	\$2.63			4
	10.7.11.2	Non-Urban	\$3.97			4
	10.7.12	Innerduct				
	10.7.12.1	Microduct Occupancy Fee, per Microduct, per Foot, per Year	\$0.1971			1
	10.7.12.2	Innerduct Occupancy Fee, per Foot, per Year	\$0.3876			4
	10.7.13	Access Agreement Consideration			\$10.00	2
	10.7.14	Make Ready			ICB	3
<b>12.0</b>	<b>Operational Support Systems</b>					
<b>12.1</b>	<b>Development and Enhancements, per LSR Request</b>					
					\$3.27	B
<b>12.2</b>	<b>Ongoing Maintenance, per LSR Request</b>					
					\$3.76	B
<b>12.3</b>	<b>Daily Usage Record File, per Record</b>					
			\$0.0011			1

**Pac-West Telecomm, Inc.**  
**Exhibit A**  
**Washington**

		Recurring	Non-Recurring	One-Time	Other	Category	Code
12.4	Trouble Isolation Charge			See 9.20			
17.0	Bona Fide Request Process						
17.1	Processing Fee			\$1,667.18			E
<b>NOTES:</b>							
*	Unless otherwise indicated, all rates are pursuant to Washington Utilities and Transportation Commission Dockets:						
A	Generic Cost Docket, UT-960369						
B	Docket UT-003013, Part A						
C	Docket UT-003013, Part B						
D	Docket UT-003013, Part C						
E	Docket UT-003013, Part D						
F	Docket UT-023003						
#	Denotes voluntary rate reduction. These rates are not subject to true up and will be applied on a going forward basis. Deaveraged loop and subloop (distribution and feeder) rates are pursuant 37th supplemental order in Docket UT-003013.						
1	Rate not addressed in a cost proceeding (Estimated TELRIC)						
2	Market based rates not addressed in the Cost Docket.						
3	Individual Case Basis						
4	Rate per FCC guidelines.						
5	Qwest has agreed to a bill and keep arrangement for EICT, pursuant to 271 workshops.						
6	When intrastate tariffed DS3 Private Line Transport (PLTS), Local Interconnection Service (LIS) or EEL share the same PLTS multiplexed DS3, the fraction of DS0's dedicated to LIS, EEL, or intrastate PLTS is divided by 672 and multiplied by the applicable products' DS3 rate elements. The Qwest mechanized implementation team will notify the Qwest Service Delivery LIS process manager of this customer-specific requirement.						
7	Qwest has not implemented the NID recurring charge but reserves the right to assess such a charge in the future.						
8	Intentionally Left Blank						
9	Intentionally Left Blank						
10	The provision of transiting services is not required pursuant to Section 251 of the Telecommunications Act. Qwest has chosen to offer this service as part of its interconnection agreement, but this service is not required to be priced according to a TELRIC methodology.						
11	Rate was ordered for a similar element and is being used because the costs for this element are the same.						
12	Rate was previously ordered for this element in a different section of Exhibit A.						
13	The preliminary engineering and planning costs are included in the virtual, caged and cageless space construction charges. These engineering and planning charges are also included in the virtual, caged and cageless quote preparation fees. Upon completion of the collocation construction, the quote preparation fee (QPF) will be credited to the final space construction charge for the collocation job.						
14	Qwest is reinstating the Cable Unloading and Bridge Tap Removal Charges effective 3/14/05. Because Qwest can't currently bill the existing rate structure, customers will be charge the Lower Bridge Tap Removal rate for either Cable Unloading or Bridge Tap Removal						
15	Effective 8/1/03 Qwest will no longer charge for Channel Regeneration for both recurring and nonrecurring charges. Contract amendments to remove the charge is not required. Qwest reserves the right to revert back to the contractual rate only after appropriate notice is given. Future regulatory ruling and/or events may be subject to the conditions described under "Change in Law Provisions" of the SGAT (Section 2.2) or the applicable interconnection agreement.						
@	Negotiated Rate						









**Service Performance Indicator Definitions (PID)**

**271 PID Version 9.1**

# **QWEST'S SERVICE PERFORMANCE INDICATOR DEFINITIONS (PID)**

## **271 PID Version 9.1**

### **Introduction**

Qwest will report performance results for the service performance indicators defined herein. Qwest will report separate performance results associated with the services it provides to Competitive Local Exchange Carriers (CLECs) in aggregate (except as noted herein), to CLECs individually and, as applicable, to Qwest's retail customers in aggregate. Within these categories, performance results related to service provisioning and repair will be reported for the products listed in each definition. Reports for CLECs individually will be subject to agreements of confidentiality and/or nondisclosure.



# Qwest's Service Performance Indicator Definitions

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## Electronic Gateway Availability

### GA-1 – Gateway Availability – IMA-GUI

<b>Purpose:</b> Evaluates the quality of CLEC access to the IMA-GUI electronic gateway and one associated system, focusing on the extent they are actually available to CLECs.	
<b>Description:</b> GA-1A: Measures the availability of the IMA-GUI (Interconnect Mediated Access- Graphical User Interface), and reports the percentage of Scheduled Availability Time the IMA-GUI interface is available for view and/or input. <ul style="list-style-type: none"> <li>• Scheduled Up Time hours for preorder, order, and provisioning transactions are based on the currently published hours of availability found on the following website:  <a href="http://www.qwest.com/wholesale/cmp/ossHours.html">http://www.qwest.com/wholesale/cmp/ossHours.html</a>.</li> </ul> GA-1D: Measures the availability of the SIA system, which facilitates access for the IMA-GUI interface and the IMA-XML interface (see GA-8), and reports the percentage of scheduled time the SIA system is available. Scheduled availability times will be no less than the same hours as listed for IMA-GUI and IMA-XML. <ul style="list-style-type: none"> <li>• Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.</li> <li>• Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.</li> <li>• Scheduled Down Time is time identified and communicated that the interface is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance.</li> <li>• An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., IMA-GUI, SIA), affecting Qwest's ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC aggregate results	<b>Disaggregation Reporting:</b> Region-wide level. Results will be reported as follows: GA-1A IMA Graphical User Interface Gateway GA-1D SIA system
<b>Formula:</b> $\frac{([\text{Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period}] + [\text{Number of Hours and Minutes of Scheduled Availability Time During Reporting Period}])}{[\text{Number of Hours and Minutes of Scheduled Availability Time During Reporting Period}]} \times 100$	
<b>Exclusions:</b> None	
<b>Product Reporting:</b> None	<b>Standard:</b> 99.25 percent
<b>Availability:</b>  <div style="text-align: center;">Available</div>	<b>Notes:</b>

### GA-3 – Gateway Availability – EB-TA

<b>Purpose:</b> Evaluates the quality of CLEC access to the EB-TA interface, focusing on the extent the gateway is actually available to CLECs.	
<b>Description:</b> Measures the availability of EB-TA (Electronic Bonding – Trouble Administration) interface and reports the percentage of scheduled availability time the EB-TA Interface is available. <ul style="list-style-type: none"> <li>• Scheduled Up Time hours are based on the currently published hours of availability found on the following website: <a href="http://www.qwest.com/wholesale/cmp/ossHours.html">http://www.qwest.com/wholesale/cmp/ossHours.html</a>.</li> <li>• Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.</li> <li>• Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.</li> <li>• Scheduled Down Time is time identified and communicated that the interface is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance.</li> <li>• An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., EB-TA), affecting Qwest's ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC aggregate results	<b>Disaggregation Reporting:</b> Region-wide level.
<b>Formula:</b> $\left( \frac{\text{[Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period]}}{\text{[Number of Hours and Minutes of Scheduled Availability During Reporting Period]}} \right) \times 100$	
<b>Exclusions:</b> None	
<b>Product Reporting:</b> None	<b>Standard:</b> 99.25 percent
<b>Availability:</b> Available	<b>Notes:</b>

## GA-4 – System Availability – EXACT

<b>Purpose:</b> Evaluates the quality of CLEC batch access to the EXACT electronic access service request system, focusing on the extent the system is actually available to CLECs.	
<b>Description:</b> Measures the availability of EXACT system and reports the percentage of scheduled availability time the EXACT system is available. <ul style="list-style-type: none"> <li>• Scheduled Up Time hours are based on the currently published hours of availability found on the following website: <a href="http://www.qwest.com/wholesale/cmp/ossHours.html">http://www.qwest.com/wholesale/cmp/ossHours.html</a>.</li> <li>• Time System is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.</li> <li>• Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.</li> <li>• Scheduled Down Time is time identified and communicated that the system is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance.</li> <li>• An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., EXACT), affecting Qwest's ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC aggregate results	<b>Disaggregation Reporting:</b> Region-wide level.
<b>Formula:</b> $\left( \frac{[\text{Number of Hours and Minutes EXACT is Available to CLECs During Reporting Period}] + [\text{Number of Hours and Minutes of Scheduled Availability During Reporting Period}]}{[\text{Number of Hours and Minutes of Scheduled Availability During Reporting Period}]} \right) \times 100$	
<b>Exclusions:</b> None	
<b>Product Reporting:</b> None	<b>Standard:</b> 99.25 percent
<b>Availability:</b> Available	<b>Notes:</b>

## GA-6 – Gateway Availability – GUI – Repair

<b>Purpose:</b> Evaluates the quality of CLEC access to the GUI Repair electronic gateway, focusing on the extent the gateway is actually available to CLECs.	
<b>Description:</b> Measures the availability of the GUI (Graphical User Interface) repair electronic interface and reports the percentage of scheduled availability time the interface is available for view and/or input. All times during which the interface is scheduled to be operating during the reporting period are measured. <ul style="list-style-type: none"> <li>• Scheduled Up Time” hours are based on the currently published hours of availability found on the following website: <a href="http://www.qwest.com/wholesale/cmp/ossHours.html">http://www.qwest.com/wholesale/cmp/ossHours.html</a>.</li> <li>• Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.</li> <li>• Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.</li> <li>• Scheduled Down Time is time identified and communicated that the interface is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance.</li> <li>• An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., GUI-Repair), affecting Qwest’s ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC aggregate results	<b>Disaggregation Reporting:</b> Region-wide level.
<b>Formula:</b> [Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period ÷ Number of Hours and Minutes of Scheduled Availability Time During Reporting Period] x 100	
<b>Exclusions:</b> None	
<b>Product Reporting:</b> None	<b>Standard:</b> 99.25 percent
<b>Availability:</b> Available	<b>Notes:</b>

## GA-7 – Timely Outage Resolution following Software Releases

<p><b>Purpose:</b> Measures the timeliness of resolution of gateway or system outages attributable to software releases for specified OSS interfaces, focusing on CLEC-affecting software releases involving the specified gateways or systems.</p>	
<p><b>Description:</b></p> <ul style="list-style-type: none"> <li>Measures the percentage of gateway or system outages, which are attributable to OSS system software releases and which occur within two weeks after the implementation of the OSS system software releases, that are resolved <sup>NOTE 1</sup> within 48 hours of detection by the Qwest monitoring group or reporting by a CLEC/co-provider.</li> <li>Includes software releases associated with the following OSS interfaces in Qwest: IMA-GUI, IMA-XML, and CEMR, Exchange Access, Control, &amp; Tracking (EXACT) <sup>NOTE 2</sup>, Electronic Bonding– Trouble Administration (EB -TA) <sup>NOTE 3</sup></li> <li>An outage for this measurement is a critical or serious loss of functionality, attributable to the specified gateway or component, affecting Qwest’s ability to serve its customers or data loss <sup>NOTE 4</sup> on the Qwest side of the interface. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.</li> <li>The outage resolution time interval considered in this measurement starts at the time Qwest’s monitoring group detects a failure, or at the date/time of the first transaction sent to Qwest that cannot be processed (i.e. lost data), and ends with the time functionality is restored or the lost data is recovered.</li> </ul>	
<p><b>Reporting Period:</b> Monthly</p>	<p><b>Unit of Measure:</b> Percent</p>
<p><b>Reporting Comparisons:</b> CLEC Aggregate</p>	<p><b>Disaggregation Reporting:</b> Region-wide level.</p>
<p><b>Formula:</b>  <math display="block">\left[ \frac{\text{Total outages detected within two weeks of a Software Release that are resolved within 48 hours of the time Qwest detects the outage}}{\text{Total number of outages detected within two weeks of Software Releases resolved in the Reporting Period}} \right] \times 100</math></p>	
<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>Outages in releases prior to any CLEC migrating to the release.</li> <li>Duplicate reports attributable to the same software defect.</li> </ul>	
<p><b>Product Reporting:</b> None</p>	<p><b>Standards:</b></p> <p>Volume = 1-20: 1 miss Volume &gt; 20: 95%</p>
<p><b>Availability:</b>  Available</p>	<p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>“Resolved” means that service is restored to the reporting CLEC, as experienced by the CLEC.</li> <li>EXACT is a Telecordia system. Only releases for changes initiated by Qwest for hardware or connectivity will be included in this measurement.</li> <li>Outages reported under EB-TA are the same as outages in MEDIACC.</li> <li>For data loss to be considered for GA-7, a functional acknowledgement must have been provided for the data in question (e.g., LSR ID or trouble ticket number).</li> </ol>

## GA-8 – Gateway Availability – IMA-XML

<b>Purpose:</b>	
Evaluates the quality of CLEC access to the IMA-XML electronic gateway, focusing on the extent the gateway is actually available to CLECs.	
<b>Description:</b>	
Measures the availability of IMA-XML (Interconnect Mediated Access - Extensible Markup Language) interface and reports the percentage of scheduled availability time the IMA-XML Interface is available for view and/or input. All times during which the interface is scheduled to be operating during the reporting period are measured.	
<ul style="list-style-type: none"> <li>• Scheduled Up Time hours for IMA-XML based on the currently published hours of availability found on the following website: <a href="http://www.qwest.com/wholesale/cmp/ossHours.html">http://www.qwest.com/wholesale/cmp/ossHours.html</a>. Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.</li> <li>• Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.</li> <li>• Scheduled Down Time is time identified and communicated that the interface is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance.</li> <li>• An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., IMA-XML), affecting Qwest's ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC aggregate results	<b>Disaggregation Reporting:</b> Region-wide level. (See GA-1D for reporting of SIA system availability.)
<b>Formula:</b>	
$\left( \frac{[\text{Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period}] \div [\text{Number of Hours and Minutes of Scheduled Availability Time During Reporting Period}]}{1} \right) \times 100$	
<b>Exclusions:</b> None	
<b>Product Reporting:</b> None	<b>Standard:</b> 99.25 percent
<b>Availability:</b>	<b>Notes:</b>
Effective with August 2008 results published in September 2008	



# Pre-Order/Order

## PO-1 – Pre-Order/Order Response Times

<p><b>Purpose:</b> Evaluates the timeliness of responses to specific preordering/ordering queries for CLECs through the use of Qwest's Operational Support Systems (OSS). Qwest's OSS are accessed through the specified gateway interface.</p>			
<p><b>Description:</b> PO-1A &amp; PO-1X: Measures the time interval between query and response for specified pre-order/order transactions through the electronic interface.</p> <ul style="list-style-type: none"> <li>• Measurements are made using a system that simulates the transactions of requesting pre-ordering/ordering information from the underlying existing OSS. These simulated transactions are made through the operational production interfaces and existing systems in a manner that reflects, in a statistically-valid manner, the transaction response times experienced by CLEC service representatives in the reporting period.</li> <li>• The time interval between query and response consists of the period from the time the transaction request was "sent" to the time it is "received" via the gateway interface.</li> <li>• A query is an individual request for the specified type of information.</li> </ul>			
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"><b>Reporting Period:</b> One month</td> <td style="width: 50%; border: none;"><b>Unit of Measure:</b> PO-1A, PO-1X: Seconds</td> </tr> </table>		<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> PO-1A, PO-1X: Seconds
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> PO-1A, PO-1X: Seconds		
<p><b>Reporting Comparisons:</b> CLEC aggregate.</p>	<p><b>Disaggregation Reporting:</b> Region-wide level. Results are reported as follows:          PO-1A Pre-Order/Order Response Time for IMA-GUI          PO-1X Pre-Order/Order Response Time for IMA-XML</p> <p>Results are reported separately for each of the following transaction types: <sup>NOTE 1</sup></p> <ol style="list-style-type: none"> <li>1. Appointment Scheduling (Due Date Reservation, where appointment is required)</li> <li>2. Service Availability Information</li> <li>3. Facility Availability</li> <li>4. Street Address Validation</li> <li>5. Customer Service Records</li> <li>6. Telephone Number</li> <li>7. Loop Qualification Tools <sup>NOTE 2</sup></li> <li>8. Left intentionally blank to preserve numbering</li> <li>9. Connecting Facility Assignment <sup>NOTE 3</sup></li> <li>10. Meet Point Inquiry <sup>NOTE 4</sup></li> </ol> <p>For PO-1A (transactions via IMA-GUI), in addition to reporting total response time, response times for each of the above transactions will be reported in two parts: (a) time to access the request screen, and (b) time to receive the response for the specified transaction. For PO-1A 6, Telephone Number, a third part (c) accept screen, will be reported.</p> <p>For PO-1X (transactions via IMA-XML), request/response will be reported as a combined number.</p>		
<p><b>Formula:</b>  <math display="block">\frac{\sum[(\text{Query Response Date \&amp; Time}) - (\text{Query Submission Date \&amp; Time})]}{\text{(Number of Queries Submitted in Reporting Period)}}</math> </p>			
<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>• Rejected requests/errors, and timed out transactions</li> </ul>			

**PO-1 – Pre-Order/Order Response Times (continued)**

<p><b>Product Reporting:</b> None</p>	<p><b>Standards:</b> Total Response Time:</p> <ol style="list-style-type: none"> <li>1. Appointment Scheduling</li> <li>2. Service Availability Information</li> <li>3. Facility Availability</li> <li>4. Street Address Validation</li> <li>5. Customer Service Records</li> <li>6. Telephone Number</li> <li>7. Loop Qualification Tools <small>NOTE 2</small></li> <li>8. Left intentionally blank to preserve numbering.</li> <li>9. Connecting Facility Assignment</li> <li>10. Meet Point Inquiry</li> </ol>	<p>IMA-GUI</p> <p>&lt;10 seconds &lt;25 seconds &lt;25 seconds<sup>5</sup> &lt;10 seconds &lt;12.5 seconds<sup>5</sup> &lt;10 seconds ≤ 20 seconds<sup>6</sup></p> <p>≤ 25 seconds ≤ 30 seconds</p>	<p>IMA-XML</p> <p>&lt;10 seconds &lt;25 seconds &lt;25 seconds<sup>5</sup> &lt;10 seconds &lt;12.5 seconds<sup>5</sup> &lt;10 seconds ≤ 20 seconds</p> <p>≤ 25 seconds ≤ 30 seconds</p>
<p><b>Availability:</b></p> <p>Available, except as specified below:</p> <p>PO-1X: Effective with August 2008 results published in September 2008</p>	<p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>1. As additional transactions, currently done manually, are mechanized, they will be measured and added to or included in the above list of transactions, as applicable.</li> <li>2. Results based on a weighted combination of ADSL Loop Qualification and Raw Loop Data Tool.</li> <li>3. Results based on Connecting Facility Assignment by Unit Query.</li> <li>4. Results based on meet Point Query, POTS Splitter option for Shared loops.</li> <li>5. Times reflect non-complex services, including residential, simple business, or POTS account. Does not include ADSL or accounts&gt;25 lines.</li> <li>6. Benchmark applies to response time only. Request time and Total time will also be reported.</li> </ol>		

## PO-2 – Electronic Flow-through

<b>Purpose:</b> Monitors the extent Qwest's processing of CLEC Local Service Requests (LSRs) is completely electronic, focusing on the degree that electronically-transmitted LSRs flow directly to the service order processor without human intervention or without manual retyping.											
<b>Description:</b> PO-2A - Measures the percentage of all electronic LSRs that flow from the specified electronic gateway interface to the Service Order Processor (SOP) without any human intervention. <ul style="list-style-type: none"> <li>Includes all LSRs that are submitted electronically during the reporting period, subject to exclusions specified below.</li> </ul> PO-2B – Measures the percentage of all flow-through-eligible LSRs <sup>NOTE 1</sup> that flow from the specified electronic gateway interface to the SOP without any human intervention. <ul style="list-style-type: none"> <li>Includes all flow-through-eligible LSRs that are submitted electronically during the reporting period, subject to exclusions specified below.</li> </ul>											
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent										
<b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC	<b>Disaggregation Reporting:</b> Statewide level (per multi-state system serving the state).										
<b>Formula:</b> PO-2A = $[(\text{Number of Electronic LSRs that pass from the Gateway Interface to the SOP without human intervention}) \div (\text{Total Number of Electronic LSRs that pass through the Gateway Interface})] \times 100$  PO-2B = $[(\text{Number of flow-through-eligible Electronic LSRs that actually pass from the Gateway Interface to the SOP without human intervention}) \div (\text{Number of flow-through-eligible Electronic LSRs received through the Gateway Interface})] \times 100$											
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>Rejected LSRs and LSRs containing CLEC-caused non-fatal errors.</li> <li>Non-electronic LSRs (e.g., via fax or courier).</li> <li>Records with invalid product codes.</li> <li>Records missing data essential to the calculation of the measurement per the PID.</li> <li>Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.)</li> <li>Invalid start/stop dates/times.</li> </ul>											
<b>Product Reporting:</b> <ul style="list-style-type: none"> <li>Resale</li> <li>Unbundled Loops (with or without Local Number Portability)</li> <li>Local Number Portability</li> <li>UNE-P (POTS) and UNE-P (Centrex 21)</li> <li>Line Sharing</li> </ul>	<b>Standards:</b> <b>PO-2A:</b> Diagnostic										
	<b>PO-2B:</b>										
	<table border="1"> <tr> <td>Resale:</td> <td>95%</td> </tr> <tr> <td>Unbundled Loops:</td> <td>85%</td> </tr> <tr> <td>LNP:</td> <td>95%</td> </tr> <tr> <td>UNE-P (POTS &amp; Centrex 21):</td> <td>95%</td> </tr> <tr> <td>Line Sharing:</td> <td>Diagnostic <sup>NOTE 2</sup></td> </tr> </table>	Resale:	95%	Unbundled Loops:	85%	LNP:	95%	UNE-P (POTS & Centrex 21):	95%	Line Sharing:	Diagnostic <sup>NOTE 2</sup>
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Unbundled Loops:	85%										
LNP:	95%										
UNE-P (POTS & Centrex 21):	95%										
Line Sharing:	Diagnostic <sup>NOTE 2</sup>										

## PO-2 – Electronic Flow-through (continued)

<p><b>Availability:</b></p> <p>Available, except as specified below:</p> <p>Combined interface reporting is effective with August 2008 results published in September 2008 and until such time that the aggregated results are provided, reporting will be based on the prior PID version.</p>	<p><b>Notes:</b></p> <ol style="list-style-type: none"><li>1. The list of LSR types classified as eligible for flow through is contained in the "LSRs Eligible for Flow Through" matrix. This matrix also includes availability for enhancements to flow through. Matrix will be distributed through the CMP process.</li><li>2. The standard and future disaggregated reporting of the Line Sharing product is TBD, pending resolution of TRO issues.</li></ol>
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### PO-3 – LSR Rejection Notice Interval

<b>Purpose:</b> Monitors the timeliness with which Qwest notifies CLECs that electronic and manual LSRs were rejected.	
<b>Description:</b> Measures the interval between the receipt of a Local Service Request (LSR) and the rejection of the LSR for standard categories of errors/reasons. <ul style="list-style-type: none"> <li>• Includes all LSRs submitted through the specified interface that are rejected during the reporting period.</li> <li>• Standard reasons for rejections are: missing/incomplete/mismatching/unintelligible information, duplicate request or LSR/PON (purchase order number), no separate LSR for each account telephone number affected, no valid contract, no valid end user verification, account not working in Qwest territory, service-affecting order pending, request is outside established parameters for service, and lack of CLEC response to Qwest question for clarification about the LSR.</li> <li>• Included in the interval is time required for efforts by Qwest to work with the CLEC to avoid the necessity of rejecting the LSR.</li> <li>• With hours: minutes reporting, hours counted are business hours for manual rejects. Business hours are defined as time during normal business hours of the Wholesale Delivery Service Centers, except for PO-3C in which hours counted are workweek clock hours.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Hrs: Mins.
<b>Reporting Comparisons:</b> CLEC aggregate and individual CLEC results	<b>Disaggregation Reporting:</b> Statewide. <ul style="list-style-type: none"> <li>• PO-3C, LSRs received via facsimile</li> <li>• PO-3X, LSRs received electronically and rejected manually</li> </ul>
<b>Formula:</b> $\Sigma [(Date\ and\ time\ of\ Rejection\ Notice) - (Date\ and\ time\ of\ LSR\ receipt)] \div (Total\ number\ of\ LSR\ Rejection\ Notifications)$	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> <li>• Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.)</li> <li>• Invalid start/stop dates/times.</li> </ul>	
<b>Product Reporting:</b> Not applicable	<b>Standards:</b> <ul style="list-style-type: none"> <li>• PO-3C: ≤ 24 work week clock hours</li> <li>• PO-3X: ≤ 12 business hours</li> </ul>
<b>Availability:</b> Available, except as specified below:  PO-3X: Combined interface reporting is effective with August 2008 results published in September 2008 and until such time that the aggregated results are provided, reporting will be based on the prior PID version.	<b>Notes:</b>

## PO-4 – LSRs Rejected

<p><b>Purpose:</b> Monitors the extent LSRs are rejected as a percentage of all LSRs to provide information to help address potential issues that might be raised by the indicator of LSR rejection notice intervals.</p>	
<p><b>Description:</b> Measures the percentage of LSRs rejected (returned to the CLEC) for standard categories of errors/reasons.</p> <ul style="list-style-type: none"> <li>• Includes all LSRs submitted through the specified interface that are rejected or FOC'd during the reporting period.</li> <li>• Standard reasons for rejections are: missing/incomplete/mismatching/unintelligible information; duplicate request or LSR/PON (purchase order number); no separate LSR for each account telephone number affected; no valid contract; no valid end user verification; account not working in Qwest territory; service-affecting order pending; request is outside established parameters for service; and lack of CLEC response to Qwest question for clarification about the LSR.</li> </ul>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Percent of LSRs</p>
<p><b>Reporting Comparisons:</b> CLEC aggregate and individual CLEC results</p>	<p><b>Disaggregation Reporting:</b> Results for this indicator are reported according to the gateway interface used to submit the LSR:</p> <ul style="list-style-type: none"> <li>PO-4A-1 LSRs received via IMA-GUI and rejected manually – Region wide</li> <li>PO-4A -2 LSRs received via IMA-GUI and auto-rejected – Region wide</li> <li>PO-4B-1 LSRs received via IMA-EDI and rejected manually – Region wide</li> <li>PO-4B -2 LSRs received via IMA-EDI and auto-rejected – Region wide</li> <li>PO-4C LSRs received via facsimile – Statewide</li> </ul>
<p><b>Formula:</b>  <math display="block">\left[ \frac{\text{Total number of LSRs rejected via the specified method in the reporting period}}{\text{Total of all LSRs that are received via the specified interface that were rejected or FOC'd in the reporting period}} \right] \times 100</math> </p>	
<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> <li>• Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.)</li> <li>• Invalid start/stop dates/times.</li> </ul>	
<p><b>Product Reporting:</b> Not applicable (reported by ordering interface).</p>	<p><b>Standard:</b> Diagnostic</p>
<p><b>Availability:</b>  Available</p>	<p><b>Notes:</b></p>

## PO-5 – Firm Order Confirmations (FOCs) On Time

<p><b>Purpose:</b> Monitors the timeliness with which Qwest returns Firm Order Confirmations (FOCs) to CLECs in response to LSRs/ASRs received from CLECs, focusing on the degree to which FOCs are provided within specified intervals.</p>	
<p><b>Description:</b> Measures the percentage of Firm Order Confirmations (FOCs) that are provided to CLECs within the intervals specified under “Standards” below for FOC notifications.</p> <ul style="list-style-type: none"> <li>• Includes all LSRs/ASRs that are submitted through the specified interface or in the specified manner (i.e., facsimile) that receive an FOC during the reporting period, subject to exclusions specified below. (Acknowledgments sent separately from a FOC are not included.)</li> <li>• For PO-5A, the interval measured is the period between the LSR received date/time (based on scheduled up time) and Qwest’s response with a FOC notification (notification date and time).</li> <li>• For PO-5B, 5C, and 5D, the interval measured is the period between the <u>application date and time</u>, as defined herein, and Qwest’s response with a FOC notification (notification date and time).</li> <li>• “Fully electronic” LSRs are those (1) that are received via IMA-GUI or IMA-XML, (2) that involve no manual intervention, and (3) for which FOCs are provided mechanically to the CLEC. <sup>NOTE 2</sup></li> <li>• “Electronic/manual” LSRs are received electronically via IMA-GUI or IMA-XML and involve manual processing.</li> <li>• “Manual” LSRs are received manually (via facsimile) and processed manually.</li> <li>• ASRs are measured only in <u>business days</u>.</li> <li>• LSRs will be evaluated according to the FOC interval categories shown in the “Standards” section below, based on the number of lines/services requested on the LSR or, where multiple LSRs from the same CLEC are related, based on the combined number of lines/services requested on the related LSRs.</li> </ul>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Percent</p>
<p><b>Reporting Comparisons:</b> CLEC aggregate and individual CLEC results</p>	<p><b>Disaggregation Reporting:</b> Statewide level (per multi-state system serving the state). Results for this indicator are reported as follows:</p> <ul style="list-style-type: none"> <li>• PO-5A:* FOCs provided for <u>fully electronic</u> LSRs</li> <li>• PO-5B:* FOCs provided for <u>electronic/manual</u> LSRs</li> <li>• PO-5C:* FOCs provided for <u>manual</u> LSRs received via Facsimile</li> <li>• PO-5D: FOCs provided for ASRs requesting LIS Trunks</li> </ul> <p>* Each of the PO-5A, PO-5B and PO-5C measurements listed above will be further disaggregated as follows:</p> <ul style="list-style-type: none"> <li>– (a) FOCs provided for Resale services and UNE-P</li> <li>– (b) FOCs provided for Unbundled Loops and specified Unbundled Network Elements</li> <li>– (c) FOCs provided for LNP</li> </ul>
<p><b>Formula:</b>  <math display="block">PO-5A = \{[\text{Count of LSRs for which the original FOC's "(FOC Notification Date \&amp; Time) - (LSR received date/time (based on scheduled up time))" is within 20 minutes}] \div (\text{Total Number of original FOC Notifications transmitted for the service category in the reporting period})\} \times 100</math>   <math display="block">PO-5B, 5C, \&amp; 5D = \{[\text{Count of LSRs/ASRs for which the original FOC's "(FOC Notification Date \&amp; Time) - (Application Date \&amp; Time)" is within the intervals specified for the service category involved}] \div (\text{Total Number of original FOC Notifications transmitted for the service category in the reporting period})\} \times 100</math></p>	

## PO-5 – Firm Order Confirmations (FOCs) On Time (continued)

### Exclusions:

- LSRs/ASRs involving individual case basis (ICB) handling based on quantities of lines, as specified in the “Standards” section below, or service/request types, deemed to be projects.
- Hours on Weekends and holidays. (Except for PO-5A which only excludes hours outside the scheduled up time).
- LSRs with CLEC-requested FOC arrangements different from standard FOC arrangements.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.
- Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.)
- Invalid start/stop dates/times.

### Additional PO-5D exclusion:

- Records with invalid application or confirmation dates.

Product Reporting:	Standards:	
<ul style="list-style-type: none"> <li>• For PO-5A, -5B and -5C: (a) Resale services UNE-P (POTS) and UNE-P Centrex (b) Unbundled Loops and specified Unbundled Network Elements. (c) LNP</li> <li>• For PO-5D: LIS Trunks.</li> </ul>	<ul style="list-style-type: none"> <li>• For PO-5A (all):</li> </ul>	95% within 20 minutes <sup>NOTE 2</sup>
	<ul style="list-style-type: none"> <li>• For PO-5B (all):</li> </ul>	90% within standard FOC intervals (specified below)
	<ul style="list-style-type: none"> <li>• For PO-5C (manual):</li> </ul>	90% within standard FOC intervals specified below PLUS 24 hours <sup>NOTE 3</sup>
	<ul style="list-style-type: none"> <li>• For PO-5D (LIS Trunks):</li> </ul>	85% within eight business days
	<b>Standard FOC Intervals for PO-5B and PO-5C</b>	
	<b>Product Group</b> <sup>NOTE 1</sup>	<b>FOC Interval</b>
	<b>Resale</b>	<b>24 hours</b>
	Residence and Business POTS	
	ISDN-Basic	
	– Conversion As Is	
	– Adding/Changing features	
	– Add primary directory listing to established loop	
	– Add call appearance	
	Centrex Non-Design	
	with no Common Block Configuration	
	Centrex line feature changes/adds/removals (all)	
	<b>LNP</b>	1-24 lines
	<b>Unbundled Loops</b>	1-24 loops
	2/4 Wire analog	
	DS3 Capable	
	<b>Sub-loop</b>	1-24 sub-loops
	[included in Product Reporting group (b)]	
	<b>Line Sharing/Line Splitting/Loop Splitting</b>	1-24 shared loops
	[included in Product Reporting group (b)]	
	<b>Unbundled Network Element-Platform (UNE-P POTS)</b>	1 – 39 lines



**PO-5 – Firm Order Confirmations (FOCs) On Time (continued)**

	<b>Resale</b> ISDN-Basic 1-10 lines – Conversion As Specified – New Installs – Address Changes – Change to add Loop ISDN-PRI (Facility) 1-3 PBX 1-24 trunks DS0 or Voice Grade Equivalent 1-24 DS1 Facility 1-24 DS3 Facility 1-3	<b>48 hours</b>
	<b>LNP</b> 25-49 lines	
	<b>Enhanced Extended Loops (EELs)</b> [included in Product Reporting group (b)] <b>DS1</b> 1-24 circuits	
	<b>Resale</b> Centrex (including Centrex 21, Non-design, Centrex 21 Basic ISDN, Centrex-Plus, Centron, Centrex Primes) 1-10 lines – With Common Block Configuration required – Initial establishment of Centrex CMS services – Tie lines or NARs activity – Subsequent to initial Common Block – Station lines – Automatic Route Selection – Uniform Call Distribution – Additional numbers	
	<b>UNE-P Centrex</b> 1-10 lines	
	<b>UNE-P Centrex 21</b> 1-10 lines	
	<b>Unbundled Loops with Facility Check</b> <sup>(NOTE 2, 3)</sup> 1 – 24 loops 2/4 wire Non-loaded ADSL compatible ISDN capable XDSL-I capable DS1 capable	
	<b>Resale</b> ISDN-PRI (Trunks) 1-12 trunks	
	<b>For PO-5D:</b> LIS Trunks 1-240 trunk circuits	<b>8 business days</b>
	<b>Availability:</b>  Available, except as specified below:  PO-5A & PO-5B: Combined interface reporting is effective with August 2008 results published in September 2008 and until such time that the aggregated results are provided, reporting will be based on the prior PID version.	<b>Notes:</b> 1. LSRs with quantities above the highest number specified for each product type are considered ICB. 2. Unbundled Loop with Facility Check can be processed electronically; however, because this category always carries a 72-hour FOC interval the FOC results for this product will appear in PO-5B if received electronically or PO-5C if received manually. 3. Unbundled Loop with Facility Check will not add an additional 24 hours to the 72-hour interval if the LSR is submitted manually.

## PO-6 – Work Completion Notification Timeliness

<b>Purpose:</b> To evaluate the timeliness of Qwest issuing electronic notification at an LSR level to CLECs that provisioning work on all service orders that comprise the CLEC LSR have been completed in the Service Order Processor and the service is available to the customer.	
<b>Description:</b> <ul style="list-style-type: none"> <li>Includes all orders completed in the Qwest Service Order Processor that generate completion notifications in the reporting period, subject to exclusions shown below.</li> <li>The start time is the date/time when the last of the service orders that comprise the CLEC LSR is posted as completed in the Service Order Processor.</li> <li>The end time is when the electronic order completion notice is made available<sup>NOTE 1</sup> to the CLEC via the ordering interface used to place the local service request. The notification is made available at an LSR level when all service orders that comprise the CLEC LSR are complete.</li> <li>With hours: minutes reporting, hours counted are during the published Gateway Availability hours. Gateway Availability hours are based on the currently published hours of availability found on the following website: <a href="http://www.qwest.com/wholesale/cmp/ossHours.html">http://www.qwest.com/wholesale/cmp/ossHours.html</a>.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Hrs:Mins
<b>Reporting Comparisons:</b> CLEC aggregate and individual CLEC results.	<b>Disaggregation Reporting:</b> Statewide level.
<b>Formula:</b> $\Sigma((\text{Date and Time Completion Notification made available}) - (\text{Date and Time the last of the service orders that comprise the CLEC LSR is completed in the Service Order Processor})) \div (\text{Number of completion notifications made available in reporting period})$	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>Records with invalid completion dates.</li> <li>LSRs submitted manually (e.g., via facsimile).</li> <li>ASRs submitted via EXACT.</li> </ul>	
<b>Product Reporting:</b> Not applicable	<b>Standard:</b> 6 hours
<b>Availability:</b>  Combined interface reporting is effective with August 2008 results published in September 2008 and until such time that the aggregated results are provided, reporting will be based on the prior PID version.	<b>Notes:</b> <ol style="list-style-type: none"> <li>The time a notice is "made available" via the IMA-GUI is the time Qwest stores a status update related to the completion notice in the IMA Status Updates database. When this occurs, the notice can be immediately viewed by the CLEC using the Status Updates window or by using the LSR Notice Inquiry function. The time a notice is "made available" via the IMA-XML is the time Qwest makes the completion notice available for XML transmission (push) or retrieval (pull). When this occurs, the notice can be immediately transmitted by Qwest or retrieved by the CLEC.</li> </ol>