

Section 8.0 - COLLOCATION

8.1 Description

8.1.1 Collocation allows for the placing of equipment by CLEC at Qwest's Premises, where technically feasible, that is necessary for accessing unbundled network elements (UNEs), ancillary services or Interconnection. Collocation includes the leasing to CLEC of physical space in Qwest Premises, as well as the resources necessary for the operation and economical use of collocated equipment, such as the use by CLEC of power; heating, ventilation and air conditioning (HVAC); and cabling in Qwest's Premises. Collocation also allows CLEC to access Interconnection Distribution Frames (ICDF) for the purpose of accessing and combining unbundled network elements and accessing ancillary services. There are currently eight (8) standard types of Collocation available pursuant to this Agreement – Virtual, Caged Physical, Shared Caged Physical, Cageless Physical, Interconnection Distribution Frame, Adjacent Collocation, Common Area Splitter Collocation, and Remote Collocation. In addition, other types of Collocation may be requested through the BFR process.

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

8.1.1.2 Caged Physical Collocation -- allows CLEC to lease Caged floor space for placement of its equipment within Qwest's Premises for the purpose of interconnecting with Qwest Finished Services or accessing unbundled elements. CLEC is responsible for the procurement, installation and on-going maintenance of its equipment as well as the cross connections required within the cage.

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

8.1.1.4 Shared Caged Physical Collocation -- allows two (2) or more CLECs to share or sublease a single Collocation enclosure. Under Shared Physical Collocation, one (1) CLEC obtains a Caged Physical Collocation arrangement from Qwest pursuant to this Agreement or an approved Interconnection agreement, and another CLEC, pursuant to the terms of its Agreement or approved Interconnection agreement, may share use of that space, in accordance to terms and conditions of a sublease agreement between the two (2) CLECs. Shared Collocation may also be established through joint application by CLECs in which Qwest will have a separate billing relationship with each applicant and will look to each collocating CLEC for payment of its proportionate share of the charges relating to the Collocation space. Qwest will

prorate the charge for site conditioning and preparation undertaken by Qwest to construct the shared Collocation cage or condition the space for Collocation use, regardless of how many carriers actually collocate in that cage, by determining the total charge for site preparation and allocating that charge to a collocating CLEC (and billed directly to each such CLEC) based on the percentage of the total space utilized by that CLEC as per the Collocation Application. Qwest shall not place unreasonable restrictions on CLEC's use of a Collocation cage, such as limiting CLEC's ability to contract with other CLECs to share CLEC's Collocation cage in a sublease-type arrangement. In addition, if two (2) or more CLECs who have Interconnection agreements with Qwest utilize a shared Collocation arrangement, Qwest shall permit each CLEC to order UNEs to and provision service from that shared Collocation space, regardless of which CLEC was the original collocator, directly from Qwest. Qwest shall make Shared Collocation space available in single-bay increments or their equivalent.

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

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

8.1.1.6 Adjacent Collocation – is available in those instances where space is legitimately exhausted in a particular Qwest Premises to accommodate Physical Collocation. Qwest shall make space available in adjacent controlled environmental vaults, controlled environmental huts, or similar structures to the extent technically feasible. Qwest shall permit CLEC to construct or otherwise procure such an adjacent structure on property owned, leased or otherwise controlled by Qwest, subject only to applicable OSHA, EPA, Federal, State, and Local safety and maintenance requirements. Such adjacent structure shall be in accordance with Qwest's design and space planning for the site. CLEC may propose the design for the adjacent structure, subject to Qwest's approval, which approval may not be unreasonably withheld or delayed. Qwest must provide power and Physical Collocation services and facilities, subject to the same nondiscrimination requirements as applicable to any other Physical Collocation arrangement. Qwest must permit CLEC to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables, and telecommunications equipment, in adjacent facilities constructed by Qwest, by CLEC itself, or a third party. The specific terms and conditions for adjacent Collocation will be developed on an Individual Case Basis, depending on the specific needs of CLEC and the unique nature of the available adjacent space.

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

8.1.1.8 Remote Collocation – allows CLEC to ~~physically~~ collocate equipment in or adjacent to a Qwest Remote Premises. The terms for Remote Collocation are set forth more fully in Section 8.2.7 and 8.4.6.¹

8.1.1.8.1 With respect to connections for access to sub-loop elements in multi-tenant environments (MTE) and field connection points (FCP), the provisions concerning sub-loop access and intervals are contained in Section 9.3. This type of access and cross-connection is not Collocation.²

8.2 Terms and Conditions

8.2.1 Terms and Conditions - All Collocation

8.2.1.1 Qwest shall provide Collocation on rates, terms and conditions that are just, reasonable and non-discriminatory. In addition, Qwest shall provide Collocation in accordance with all applicable federal and state laws.

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

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

8.2.1.2.2 Asynchronous Transfer Mode (“ATM”) or packet switching also meets this legal standard when used for Interconnection or access to unbundled network elements for purposes of providing advanced services such as xDSL. Equipment used predominantly to support DSLAMs and ATMs, such as routers and concentrators, as well as testing and network management equipment also meet this legal standard. Before any equipment that includes switching functionality is installed, CLEC must provide a written inventory to Qwest of all switching equipment and how it will be used for Interconnection or access to unbundled network elements. Once CLEC establishes that it will use a certain type of equipment for Interconnection or access to unbundled network elements, Qwest will allow future Collocations of similar equipment without requesting a written justification unless and until Qwest can establish to the state Commission that such equipment is not intended for Interconnection or access to unbundled network elements. However, Qwest will complete the Collocation within the appropriate interval unless granted relief by the Commission.

8.2.1.2.3 Remote Switching Units (RSUs) also meet this legal standard when used for Interconnection or access to unbundled network

¹ Deletion pursuant to Initial Order on Workshop 2 - Collocation, ¶155(b).

² Insertion pursuant to Initial Order on Workshop 2 – Collocation, ¶155(d).

elements for purposes of providing Local Exchange Service interconnection.

8.2.1.2.4

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

8.2.1.4 Demarcation Points for unbundled network elements (UNEs) and ancillary services. The Demarcation Point for unbundled network elements and ancillary services is that physical point where Qwest shall terminate its unbundled network elements and ancillary services for access by CLEC. There are two (2) standard Demarcation Points where unbundled network elements and ancillary services may be delivered to CLEC. CLEC shall specify its choice of standard Demarcation Points for its access to UNEs and ancillary services. One available Demarcation Point is at CLEC-provided cross connection equipment in CLEC's Physical or Virtual Collocation space. Alternatively, the Demarcation Point can be at an Interconnection Distribution Frame (ICDF) or may be established at a location jointly agreed to by CLEC and Qwest. To the extent CLEC selects a Demarcation Point outside of its collocated space, CLEC shall provide and Qwest shall install the tie cables from CLEC's collocated equipment to the Demarcation Point. Alternatively, Qwest shall provide and install these tie cables, at CLEC's expense.

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

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

8.2.1.6 CLEC may purchase Qwest's Finished Private Line or Switched Access Services via applicable Tariff terms and conditions. These services will be terminated at the Demarcation Point.

8.2.1.7 For Caged and Cageless Physical Collocation and Virtual

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

8.2.1.8 All equipment shall meet and be installed in accordance with Network Equipment Building System (NEBS) Level 1 safety standards. Qwest shall provide standard Premises alarming pursuant to Qwest Technical Publication 77385. Qwest shall not impose safety or engineering requirements on CLEC that are more stringent than the safety or engineering requirements Qwest imposes on its own equipment located on its Premises.

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

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

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

8.2.1.9.2 Inventory Report – Remote Premises. The locations of the Remote Premises (e.g., Feeder Distribution Interfaces, "FDI") and the customer addresses served by each Remote Premises are available to CLECs through the Raw Loop Data Tool. Remote Premises with Digital Loop Carrier and Pair Gain equipment will be provided on the web site in the ICONN database. (ICONN is available through the Qwest web site located at <http://www.uswest.com/cgi-bin/iconn/iconn.pl>.) If CLEC is unable to determine the information it seeks regarding Remote Premises after using such database tools, Qwest will provide CLEC with a report that contains the information. The Parties agree that a charge may apply to such report, based on time and material, unless the database information is inaccurate or unusable for the Remote Premises then no charge would apply. Qwest will provide CLEC access to relevant plats, maps, engineering records and other data in accordance with Section 10.8.2.4. In addition, CLEC can request a copy of Qwest's distribution area map associated with the Remote Premises, with a charge for time and material

8.2.1.10 Collocation is offered on a first-come, first-served basis. Requests for Collocation may be denied due to the legitimate lack of

sufficient space in a Qwest Premises for placement of CLEC's equipment. If Qwest determines that the amount of space requested by CLEC for Caged Physical Collocation is not available, but a lesser amount of space is available, that lesser amount of space will be offered to CLEC for Caged Physical Collocation. Alternatively, CLEC will be offered Cageless Physical Collocation (single frame bay increments), or Virtual Collocation as an alternative to Caged Physical Collocation. In the event the original Collocation request is not available due to lack of sufficient space, and the CLEC did not specify an alternative form of Collocation on the original order form, the CLEC will be required to submit a new order for the CLEC's preferred alternative Collocation arrangement. If CLEC identifies a second choice for Collocation on its original Collocation request, Qwest will determine the feasibility of the second choice in the event CLEC's first choice is not available. To the extent possible, Qwest shall make contiguous space available to CLEC when it seeks to expand its existing Collocation space. Where adjoining space is not available, Qwest will engineer a route for CLEC to provide facilities between the non-adjointing CLEC Collocation spaces as part of the Collocation order. When planning renovations of existing facilities or constructing or leasing new facilities, Qwest shall take into account projected demand for Collocation of equipment.

8.2.1.10.1 Space Denial Queue – Qwest will maintain a list of denied Collocation requests, in order of the date of receipt (Space Denial Queue), for each Premises where Qwest has exhausted Collocation space. In lieu of a Collocation order, CLEC may submit a letter of intent to order Collocation space for a Premises and be included on the list. A separate queue will be maintained for each Premises. When space becomes available in a Premises in which a queue has developed, Qwest will inform CLECs in the queue that space for Collocation has become available. If there is insufficient space to accommodate all CLECs in queue, Qwest shall notify CLECs of the availability of space in accordance with CLEC's position in the queue. CLEC must respond within fifteen (15) calendar days of receipt of notification from Qwest with a new Collocation Application. If CLEC does not provide a Collocation Application within fifteen (15) calendar days of receipt of notification, or if CLEC responds that it no longer requires the Collocation space, CLEC shall be removed from the queue and the available space shall be offered to the next CLEC in the queue. If the space made available to a CLEC in the queue is not sufficient to meet such CLEC's needs, such CLEC may deny the space that becomes available and keep its position in the queue.³

8.2.1.11 If Qwest denies a request for Collocation in a Qwest Premises due to space limitations, Qwest shall allow CLEC representatives to tour the entire Premises escorted by Qwest personnel within fourteen (14) calendar days of CLEC's written request, or a mutually agreed upon date. Such tour shall be without charge to CLEC. If, after the tour of the Premises, Qwest and CLEC disagree about whether space limitations at the

³ Washington Specific

Premises make Collocation impractical, Qwest and CLEC may present their arguments to the Commission.⁴

8.2.1.12 If CLEC notifies Qwest that it contests the denial of Collocation space, Qwest must, within twenty-five (25) calendar days of the notification, file a petition with the Commission. Qwest shall submit to the Commission, subject to any protective order as the Commission may deem necessary: (1) Central Office CLLI; (2) ordering CLEC, including the amount of space sought by CLEC; (3) written inventory of active, inactive, and underutilized equipment, including the signatures of ILEC personnel certifying the accuracy of the information; (4) color-coded floor plans that identify office space work areas, provide spatial dimensions to calculate the square footage for each area, and locate inactive and underutilized equipment; (5) narrative of the Central Office floor space use; (6) total amount of space occupied by collocators for the sole purpose of Interconnection; (6) total amount of space occupied by third parties for purposes other than Interconnection, and a narrative of the space use; (7) number of Central Office employees employed and job titles; (8) description of Central Office renovation/expansion plans and time frames for completion; (9) description of conversion of administrative, maintenance, equipment, and storage space plans and timeframes for completion; and (10) description of any internal policies for conversion of administrative, maintenance, equipment and storage space in Central Offices.⁵

8.2.1.13 Qwest will maintain a publicly available document, posted for viewing on the Internet (www.uswest.com/wholesale/notification/collo/spaceavail.html), indicating all Premises that are full, and will update this document within ten (10) calendar days of the date at which a Premises runs out of physical space and will update the document within ten (10) calendar days of the date that space becomes available. In addition, the publicly available document shall include, based on information Qwest develops through the Space Availability Report process, the Reservation Process, or the Feasibility Study Process:

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

8.2.1.14 Reclamation and Reconditioning of Space

8.2.1.14.1 Reclamation of Space -- Reclamation of space is performed by Qwest consolidating or removing inactive or underutilized

⁴ Washington Specific

⁵ Washington Specific

Qwest equipment to make space for equipment use. The cost of removal of the equipment shall be borne by Qwest. The cost of grooming circuits to vacate the equipment shall be borne by CLEC.⁶

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

8.2.1.14.1.2 If CLEC issues a Collocation Application and inactive or underutilized equipment must be removed to provide the requested Collocation, Qwest will affirmatively remove such inactive or underutilized equipment as necessary to fulfill the Collocation request within the applicable interval set forth in section 8.4.⁷

8.2.1.14.2 Reconditioning of Space -- Reconditioning of space is the remodeling of space for equipment use, such as, but not limited to, adding HVAC. The Collocation feasibility study will identify whether reconditioning of space is available and necessary to meet CLEC needs for Collocation. If requested by CLEC, Qwest will assess the cost of such reconditioning, provide a quote to CLEC for the costs, and upon Acceptance of quote by CLEC perform the necessary work to recondition the space. For reconditioned space, CLEC is responsible for prorated charges based on the amount of space requested. The Collocation quote will identify whether reconditioning of space is available and necessary to meet CLEC needs for Collocation along with the cost to perform the reconditioning.

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

8.2.1.16 Qwest may retain a limited amount of floor space for its own specific future uses, provided, however, that neither Qwest nor any of its affiliates may reserve space for future use on terms more favorable than those that apply to CLEC's reservation of Collocation space for CLEC's own future use. Qwest shall relinquish any space held for future use before denying a request for Virtual Collocation on the grounds of space limitations, unless Qwest proves to the Commission that Virtual Collocation at that point is not technically feasible.

8.2.1.17 In addition to the requirements of Section 8.2.1.8, all Collocation installation and structures shall meet applicable earthquake safety rating requirements comparable to and to the same extent that Qwest installations and structures meet earthquake rating requirements as contained in the Network Equipment Building System (NEBS) - BR GR-63-CORE document. A list of

⁶ Washington Specific.

⁷ Washington Specific.

Qwest Premises and the applicable related earthquake ratings is available for review on the Qwest IRRG website at: www.uswest.com/wholesale/products/services/irrg/Collocationproducts.html.

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

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

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

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

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

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

8.2.1.23 Qwest shall design and engineer the most efficient route and cable racking for the connection between CLEC's equipment in its collocated spaces to the collocated equipment of another CLEC located in the same Qwest Premises ; or to CLEC's own non-contiguous Collocation space. The most efficient route generally will be over existing cable racking, to the extent technically feasible, but to determine the most efficient route and cable racking, Qwest shall consider all information provided by CLEC in the Application form, including but not limited to, distance limitations of the facilities CLEC intends to use for the connection. If the length of the most efficient route exceeds any such distance limitations, Qwest will notify CLEC of available options. When CLEC notifies Qwest of CLECs preferred option, Qwest will proceed with the route design and quote preparation. If CLEC elects to have Qwest provide the channel regeneration, the quote will include the applicable charges. CLEC shall have access to the designated route and construct such connection, using copper, coax, optical fiber facilities, or any other technically feasible method utilizing a vendor of CLEC's own choosing. CLEC may place its own fiber, coax, copper cable, or any other technically feasible connecting facilities outside of the actual Physical Collocation space, subject only to reasonable NEBS Level 1 safety limitations using the route specified by Qwest. CLEC may perform such Interconnections at the ICDF, if desired. CLEC may interconnect its network as described herein to any other collocating carrier, to any collocated affiliate of CLEC, to any end user's premises, and may interconnect CLEC's own collocated space and/or equipment (e.g. CLEC's Physical Collocation and CLEC's Virtual Collocation on the same Premises). CLEC-to-CLEC Connections shall be ordered either as part of an Application for Collocation under Section 8.4, or separately from a Collocation Application in accordance with Section 8.4.7. CLEC-to-CLEC Cross-connections at an ICDF are available, as follows:

8.2.1.23.1 CLEC-to-CLEC Cross-connections at the ICDF.

8.2.1.23.1.1 CLEC-to-CLEC Cross-Connection (COCC-X) is defined as CLEC's capability to order a cross-connection from it's Collocation in a Qwest Wire Center to its non-adjacent Collocation space or to another CLEC's Collocation within the same Qwest Wire Center at the ICDF.

8.2.1.23.1.2 Qwest will provide the capability to combine these separate Collocations through an Interconnection Distribution Frame (ICDF). This is accomplished by the use of CLECs' Connecting Facility Assignment (CFA) terminations residing at an ICDF. Also, ICDF cross-connections must terminate on the same ICDF at the same service rate level.

8.2.1.23.1.3 If CLEC has its own Dedicated ICDF, CLEC is responsible for ordering tie cables to the common ICDF frame/bay where the other CLEC resides. These tie cables would be ordered through the existing Collocation application form.

8.2.1.23.1.4 CLEC is responsible for the end-to-end service design that uses ICDF cross-connection to ensure that the resulting service meets its customer's needs. This is

accomplished by CLEC using the Design Layout Record (DLR) for the service connection. Depending on the distance parameters of the combination, regeneration may be required. Qwest will provide regeneration, if necessary.⁸

8.2.1.23.1.5 If two (2) CLECs are involved, one CLEC acts as the “ordering” CLEC. The ordering CLEC identifies both connection CFA’s on the ASR. CLEC requests service order activity by using the standard ASR forms. These forms are agreed upon nationally at the OBF (Ordering and Billing Forum). Refer to the DMP (Document Management Platform)/Carrier/Carrier Centers/A/ASOG” for copies of all forms including definitions of the fields. CLEC is responsible for obtaining these forms. Qwest must not reproduce copies for its customers, as this is a copyright violation. The standard industry forms for CLEC-to-CLEC Cross-Connections (COCC-X) are. Access Service Request (ASR) Special Access (SPE) and Additional Circuit Information (ACI).

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

8.2.1.25 CLEC terminations will be placed on the appropriate Qwest cross connection frames using standard engineering principles. CLEC terminations will share frame space with Qwest terminations on Qwest frames without a requirement for an intermediate device.

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

8.2.1.27 Conversions of the various Collocation arrangements (e.g., Virtual to Physical) will be considered on an Individual Case Basis. However, conversions from Virtual Collocation to Cageless Physical Collocation, where the conversion only involves an administrative and billing change, and the Virtually Collocated equipment is located in a space where Cageless Physical Collocation is available, shall be completed in thirty (30) calendar days. CLEC must pay all associated conversion charges.

8.2.1.28 Qwest shall permit CLEC to construct or subcontract the construction and build-out of physical Collocation arrangements with contractors approved by Qwest. Such CLEC construction of physical Collocation arrangements are for within CLEC’s physical space including the cage, if

⁸ Insertion based on Initial Order on Workshop 2 - Collocation, ¶155(1)(c).

appropriate, frames, and cable racking, and also outside CLEC's physical space, CLEC may install the tie cables, blocks, and terminations on the ICDF or for CLEC-to-CLEC connections. Qwest approval of CLEC contractors involves security access arrangements and shall not be unreasonably withheld. CLEC is not required to use Qwest or Qwest contracted personnel for the engineering and installation of CLEC's collocated equipment. Approval by Qwest of CLEC's employees, vendors or subcontractors shall be based on the same criteria that Qwest uses in approving contractors for its own purposes.

8.2.1.29 Qwest will provide CLEC with written notification at least five (5) business days before any scheduled non-emergency AC or DC power work in the collocated facility that may cause a power disruption to CLEC equipment located in the Qwest facility. This does not include notification of routine power testing or power installation work not expected to cause a power disruption. Qwest will use diligent efforts to notify CLEC by the Abnormal Condition Report (ACR) of: (a) general power outages as soon as Qwest becomes aware that an outage is to take place or has occurred and (b) any emergency power disruption that would impact CLEC equipment no later than thirty (30) minutes after such activity commences. Finally, Qwest shall immediately notify CLEC by ACR if an alarm condition exists with respect to the monitoring of power that poses a material risk to the continued operation of CLEC equipment.

8.2.2 Terms and Conditions - Virtual Collocation

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

8.2.2.2 CLEC will not have physical access to the Virtual Collocated equipment in the Qwest Premises. However, CLEC will have physical access to the Demarcation Point in the Qwest Premises.

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

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

8.2.2.5 CLEC's virtually collocated equipment must comply with Telcordia Network Equipment Building System (NEBS) Level 1 safety standards and any statutory (local, state or federal) and/or regulatory requirements in effect at the time of equipment installation or that subsequently become effective. CLEC shall provide Qwest interface specifications (e.g., electrical, functional, physical and software) of CLEC's virtually collocated equipment. Such safety and engineering

standards shall apply to CLEC equipment only to the degree that they apply to Qwest equipment located in Qwest's Premises.

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

8.2.2.7 CLEC will be responsible for payment of Qwest's initial direct training charges associated with training Qwest employees for the maintenance, operation and installation of CLEC's Virtual Collocated equipment when such equipment is different than the standard equipment used by Qwest in that Premises. This includes per diem charges (i.e., expenses based upon effective Qwest labor agreements), travel and lodging incurred by Qwest employees attending a vendor-provided training course.

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

8.2.3 Terms and Conditions - Caged and Cageless Physical Collocation

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

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

8.2.3.3 Reserved for Future Use.

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

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

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

8.2.3.7 Qwest shall permit CLEC to commence installation of its equipment prior to completion of Qwest's work on the remaining Collocation infrastructure, at no additional charge to CLEC. Such "early access" date will be negotiated by Qwest and CLEC on a site specific basis. In order to obtain early access, CLEC must pay eighty percent (80%) of the remaining fifty percent (50%) of the quoted non-recurring charges before early access is granted, leaving a holdback of ten percent (10%) of the originally quoted non-recurring charges. All appropriate (i.e. space and cable racking) recurring charges will begin on a negotiated date. The enclosure for Caged Physical Collocation must be complete before early access is granted. Such early access by CLEC shall not interfere with the work remaining to be performed by Qwest.

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

8.2.3.9 If, during installation, Qwest determines CLEC activities or equipment do not comply with the NEBS Level 1 safety standards listed in this Section or are in violation of any applicable laws or regulations all equally applied to Qwest, Qwest has the right to stop all installation work until the situation is remedied. Qwest shall provide written notice of the non-compliance to CLEC and such notice will include: (1) Identification of the specific equipment and/or installation not in compliance; (2) The NEBS 1 safety requirement that is not met by the equipment and/or installation; (3) The basis for concluding that CLEC's equipment and/or installation does not meet the safety requirement; and, (4) A list of all equipment that Qwest locates at the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that Qwest contends CLEC's equipment fails to meet. If such conditions pose an immediate threat to the safety of Qwest employees, interfere with the performance of Qwest's service obligations, or pose an immediate threat to the physical integrity of the conduit system, cable facilities or other equipment in the Premises, Qwest may perform such work and/or take action as is necessary to correct the condition at CLEC's expense. In the event CLEC disputes any action Qwest seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by the Commission or a court of competent jurisdiction.

8.2.3.10 All equipment placed will be subject to random safety audits conducted by Qwest. These audits will determine whether the equipment meets the NEBS Level 1 safety standards required by this Agreement. CLEC will be notified of the results of this audit. If, at any time, pursuant to a random audit or otherwise, Qwest determines that the equipment or the installation does not meet the NEBS standards described in Section 8.2.1.8, CLEC will be responsible for the costs associated with the removal, modification to, or installation of the equipment to bring it into compliance. Qwest shall provide written notice of the non-compliance to CLEC, and such notice will include: (1) identification of the specific equipment and/or installation not in compliance; (2) the NEBS 1 safety requirement that is not met by the equipment and/or installation; (3) the basis for concluding that CLEC's equipment and/or installation does not meet the safety requirement; and (4) a list of all equipment that Qwest locates at the Premises in question, together with an affidavit attesting that all of that equipment meets or

exceeds the safety standard that Qwest contends CLEC's equipment fails to meet. If CLEC fails to correct any non-compliance within fifteen (15) calendar days of written notice of non-compliance, or if such non-compliance cannot be corrected within fifteen (15) calendar days of written notice of non-compliance, and if CLEC fails to take all appropriate steps to correct any non-compliance as soon as reasonably possible, Qwest may pursue immediate resolution by the Commission or a court of competent jurisdiction. If there is an immediate threat to the safety of Qwest employees, or an immediate threat to the physical integrity of the conduit system, cable facilities, or other equipment in the Premises, Qwest may perform such work and/or take such action as is necessary to correct the condition at CLEC's expense.

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

8.2.3.12 For Caged Physical Collocation, CLEC's leased floor space will be separated from other CLECs and Qwest space through a cage enclosure. Qwest will construct the cage enclosure or CLEC may choose from Qwest approved contractors or may use another vendor of CLEC's own choosing, subject to Qwest's approval which may not be unreasonably withheld. All CLEC equipment placed will meet NEBS Level 1 safety standards, and will comply with any local, state, or federal regulatory requirements in effect at the time of equipment installation or that subsequently become effective.

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

8.2.4 Transmission Facility Access to Collocation Space

8.2.4.1 For Virtual or Physical Collocation, CLEC may select from three (3) optional methods for facility access to its Collocation space. They include: 1) fiber entrance facilities, 2) purchasing private line or Access Services, and 3) unbundled network elements. Other entrance facility technologies, such as microwave, wireless or other technologies, may be requested through the BFR process.⁹

8.2.4.2 **Collocation Fiber Entrance Facilities.** Qwest offers three Fiber Collocation Entrance Facility options – Standard Fiber Entrance Facility, Cross-

⁹ Microwave Entrance Facility for Collocation will be amended in accordance with approved Tariff filed in accordance with Thirteenth Supplemental Order in Docket No. 003013.

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

8.2.4.3 CLEC is responsible for providing its own fiber facilities to the C-POI outside Qwest's Wire Center. Qwest will extend the fiber cable from the C-POI to a Fiber Distribution Panel (FDP). Additional fiber, conduit and associated riser structure will then be provided by Qwest from the FDP to continue the run to CLEC's leased Collocation space (Caged or Cageless Physical Collocation) or CLEC's equipment (Virtual Collocation). The Qwest provided facility from the C-POI to the leased Collocation space (Physical Collocation) or CLEC equipment (Virtual Collocation) shall be considered the Collocation Fiber Entrance Facility. The preceding provisions do not apply to Express Fiber Entrance Facility which provides that CLEC fiber will be pulled to CLEC Collocation equipment without splices or termination on an FDP.

8.2.4.3.1 **Standard Fiber Entrance Facility** -- The standard fiber entrance facility provides fiber connectivity between CLEC's fiber facilities delivered to the C-POI and CLEC's Collocation space in increments of 12 fibers. CLEC's fiber cable is spliced into a Qwest-provided shared fiber entrance cable that consists of six (6) buffer tubes containing 12 fibers each for a 72 fiber cable. The 72 fiber cable shall be terminated on a Fiber Distribution Panel (FDP). A 12 fiber Interconnection cable is placed between CLEC's Collocation space and the FDP. The FDP provides Qwest with test access and a connection point between the transport fiber and CLEC's Interconnection cable.

8.2.4.3.2 **Cross-connect Fiber Entrance Facility** -- The cross-connect fiber entrance facility provides fiber connectivity between CLEC's fiber facilities delivered to a C-POI and multiple locations within the Qwest Wire Center. CLEC's fiber cable is spliced into a Qwest provided shared fiber entrance cable in 12 fiber increments. The Qwest fiber cable consists of six (6) buffer tubes containing 12 fibers each for a 72 fiber cable. The 72 fiber cable terminates in a fiber distribution panel. This fiber distribution panel provides test access and flexibility for cross connection to a second fiber distribution panel. Fiber Interconnection cables in 4 and 12 fiber options connect the second fiber distribution panel and equipment locations in the Qwest Wire Center. This option has the ability to serve multiple locations or pieces of equipment within the Qwest Wire Center. This option provides maximum flexibility in distributing fibers within the Wire Center and readily supports Virtual and Cageless Physical Collocation and multiple CLEC locations in the office. This option also supports transitions from one form of Collocation to another.

8.2.4.3.3 **Express Fiber Entrance Facility** -- Qwest will place CLEC-provided fiber cable from the C-POI directly to CLEC's Collocation space. The fiber cable placed in the Wire Center must meet NEBS Level

1 fire rating requirements. If CLEC provided cable does not meet NEBS Level 1 fire rating requirements then a transition splice will occur in the cable vault to insure that the cable within the Qwest Wire Center meets requirements. This option will not be available if there is only one conduit with two (2) unused innerducts (one for emergency restoral and one for a shared entrance cable).

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

8.2.4.5 The Collocation entrance facility is assumed to be fiber optic cable and meets industry standards (GR. 20 Core). Metallic sheath cable is not considered a standard Collocation entrance facility. Requests for non-standard entrances will be considered through the BFR process described in the Bona Fide Request Process Section of this Agreement. All costs and provisioning intervals for non-standard entrances will be developed on an Individual Case Basis.

8.2.4.6 Qwest shall provide an Interconnection point or points, physically accessible by both Qwest and CLEC, at which the fiber optic cable carrying CLEC's circuits can enter Qwest's Wire Center, provided that Qwest shall designate Interconnection points as close as reasonably possible to its Premises. Qwest shall offer at least two (2) such Interconnection points at each Qwest Wire Center when at least two (2) entry points pre-exist and duct space is available. Qwest will not initiate construction of a second, separate Collocation entrance facility solely for Collocation. If Qwest requires the construction of a new Collocation entrance facility for its own use, then the needs of CLEC will also be taken into consideration.

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

8.2.4.8 As an alternative to the Fiber Entrance Facilities described above, CLEC may purchase unbundled dedicated interoffice transport.

8.2.5 Terms and Conditions – ICDF Collocation

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

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

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

8.2.5.4 Reserved for Future Use.

8.2.6 Terms and Conditions- Adjacent Collocation and Adjacent Remote Collocation

8.2.6.1 CLEC may request Adjacent Collocation and Adjacent Remote Collocation in an existing Qwest controlled environmental vault, controlled environmental hut, or similar structures on or under Qwest owned, leased or otherwise controlled property contiguous to a Qwest Premises, to the extent technically feasible. Adjacent Remote Collocation in an existing structure shall be ordered as Physical Remote Collocation.

8.2.6.1.1 Alternatively, if no such structure described above exists, CLEC may choose to construct or procure a structure to place on or under Qwest owned, leased or otherwise controlled property contiguous to a Qwest Premises Wire Center building. Such adjacent structure shall be in accordance with Qwest's design and space planning for the site. CLEC may propose the design for the adjacent structure, subject to Qwest's approval. Qwest will review the building and property plans for the new structure within thirty (30) calendar days.

8.2.6.1.2 CLEC shall own such structure, subject to a reasonable ground space lease. If CLEC terminates its Adjacent Collocation space, Qwest shall have the right of first refusal to such structure under terms to be mutually agreed upon by the Parties. In the event Qwest declines to take the structure or terms cannot be agreed upon, CLEC may transfer such structure to another CLEC for use for Interconnection and or access to UNEs. Transfer to another CLEC shall be subject to Qwest's approval, which approval shall not be unreasonably withheld. If no transfer of ownership occurs, CLEC is responsible for removal of the structure and returning the property to its original condition.

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

requirements.

8.2.6.3 Qwest will provide power and all other Physical Collocation services and facilities.

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

8.2.6.5 If Physical Collocation space becomes available in a previously exhausted Qwest structure, Qwest shall not require CLEC to move, or prohibit CLEC from moving its Collocation arrangement into the Qwest structure. Instead, Qwest shall continue to allow CLEC to collocate in any adjacent controlled environmental vault, controlled environmental hut, or similar structure.

8.2.7 Terms and Conditions – Remote Collocation

8.2.7.1 Remote Collocation allows CLEC to ~~physically~~ collocate in a Qwest Remote Premises that is located remotely from a Qwest Wire Center building property. Such Remote Premises include controlled environmental vaults, controlled environmental huts, cabinets, pedestals and other remote terminals.¹⁰

8.2.7.2 The terms and conditions for Physical and Virtual Collocation shall apply to Remote Collocation as appropriate to the specific Remote Premises structure and subject to technical feasibility (e.g., Section 8.2.3.11 and Section 8.2.4 would not apply), or if appropriate, Adjacent Collocation as set forth above. Space will be offered in increments appropriate to the Remote Premises structure (i.e., shelf, relay rack, etc.).¹¹

8.3 Rate Elements

Rate elements for Collocation are included in Exhibit A.

8.3.1 Rate Elements - All Collocation

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

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

8.3.1.3 Quote Preparation Fee. A non-refundable charge for the work

¹⁰ Deletion pursuant to Initial Order on Workshop 2 - Collocation, ¶155(b).

¹¹ Insertion pursuant to Initial Order on Workshop 2 - Collocation, ¶155(b).

required to verify space and develop a price quote for the total costs to CLEC for its Collocation request.

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

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

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

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

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

8.3.1.9 Channel Regeneration Charge. Required when the distance from the leased physical space (for Caged or Cageless Physical Collocation) or from the collocated equipment (for Virtual Collocation) to the Qwest network is of sufficient length to require regeneration. Qwest will provide regeneration, if necessary, at no charge.¹²

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

8.3.1.11 Collocation Terminations. Terminations are purchased by CLEC for the purpose of accessing unbundled network elements. These terminations

¹² Changes pursuant to Initial Order on Workshop 2 - Collocation, ¶155(1)(c).

may be requested in Shared Access and Direct Connection Configurations.

8.3.1.11.1 Shared Access

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

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

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

8.3.1.11.2 Direct Connection

8.3.1.11.2.1 Direct Connection provides an uninterrupted path from the Collocation space to an existing frame. This option will guarantee that there will not be an ICDF. The connection will be designed from the Collocation space to the same frame that Qwest uses to connect to that specific service. For example, if CLEC wants to connect directly from their Collocation space to a 911 router, the infrastructure for the 911 trunks will terminate in a DS1 bay location with the 911-router circuits. There are several options for the location of the Demarcation Point. CLEC will select their desired option via the supplemental Direct Connection (DC-POT) With Collocation Form DC050900. If CLEC chooses a demarcation inside the Collocation space, the collocator should order and install the termination equipment itself. Demarcation equipment must be noted on the order form so that a CLLI code and unique tie cable assignments can be generated for systems flow through. If CLEC chooses a demarcation outside its Collocation space, Qwest will maintain and inventory this device. Direct terminations may be ordered where frame space is available. If frame space is exhausted the terminations may need to be made at another frame. Upon completion of the pre-provisioning of the Direct Connection, CLEC will receive an Alternate Point Of Termination (APOT)

form so that they may order Finished Services and UNEs. CLEC will be responsible for augmenting terminations as required. The Direct Connection APOT information must be provided on the ASR or LSR to insure that the services are designed to the dedicated path.

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

8.3.1.11.2.3 If CLEC wishes to arrange terminations on a 2-wire POTS level cross-connect device of the modular type, i.e. COSMIC™ Hardware, standard-engineering principles will apply. Provisioning intervals and costs will be customized and determined on an Individual Case Basis. A five (5) year forecast including terminations per quantities will be required. MELD™ runs will be required for the initial COSMIC™ plan and each subsequent block addition. To minimize CLEC's cost, to the extent feasible, Qwest shall consolidate CLEC's requirements with the requirements of Qwest and other CLECs into a single MELD™ run whenever feasible. Costs of such consolidated MELD™ runs shall be prorated among the Parties, including Qwest, Minimum installation requires at least one (1) block for every two (2) outside plant modules. A ½ shelf of block capacity must be reserved for future block space.

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

8.3.1.11.3 Terminations can be purchased in the following increments: DS0 in blocks of 100; DS1 in increments of one (1) termination; DS3 in increments of one (1) coaxial cable or fiber pair.

8.3.1.12 Security Charge. This charge applies to the keys/card and card readers, required for CLEC access to the Qwest Premises for the purpose of Collocation. Charges are assessed per CLEC employee, per card, per Premises on a monthly basis.

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

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

8.3.1.15 Space Availability Report Charge – Recovers the cost of preparing a Space Availability Report in accordance with Section 8.2.1.9.1

8.3.1.16 CLEC-to-CLEC Connection Charge. Recovers the cost of order processing, design and engineering. Additional charges will be assessed for Virtual Collocation connections and cable holes, if applicable. There will be recurring charges for cable racking.

8.3.2 Rate Elements - Virtual Collocation

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

8.3.2.1 Maintenance Labor. Provides for the labor necessary for repair of out of service and/or service-affecting conditions and preventative maintenance of CLEC virtually collocated equipment. CLEC is responsible for ordering maintenance spares. Qwest will perform maintenance and/or repair work upon receipt of the replacement maintenance spare and/or equipment from CLEC. A call-out of a maintenance technician after business hours is subject to a minimum charge of three (3) hours.

8.3.2.2 Training Labor. Provides for the training of Qwest personnel on a metropolitan service area basis provided by the vendor of CLEC's virtually collocated equipment when that equipment is different from Qwest-provided equipment. Qwest will require three (3) Qwest employees to be trained per metropolitan service area in which CLEC's virtually collocated equipment is located. If, by an act of Qwest, trained employees are relocated, retired, or are no longer available, Qwest will not require CLEC to provide training for additional

Qwest employees for the same virtually collocated equipment in the same metropolitan area. The amount of training billed to CLEC will be reduced by half, should a second CLEC in the same metropolitan area select the same virtually collocated equipment as CLEC.

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

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

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

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

8.3.3 Rate Elements - Physical Collocation

8.3.3.1 Space Construction and Site Preparation. Includes the material and labor to construct and prepare the space, including all support structure, cable racking and lighting required to set up the space. It also includes air conditioning (to support CLEC loads specified), lighting (not to exceed 2 watts per square foot), and convenience outlets (3 per Caged or Cageless Collocation or number required by building code) and the cost associated with space engineering. If a new line-up is established for Cageless Collocation, an AC power outlet will be provided at every other bay in the line-up. Cageless bays placed in existing line-ups will use the existing outlets. For Caged Collocation, it includes a nine foot high cage enclosure. CLEC may choose from Qwest approved contractors or may use another vendor of CLEC's own choosing,

subject to Qwest's approval, which may not be unreasonably withheld, to construct the space, including the cage in the case of Caged Collocation, in accordance with NEBS Level 1 safety requirements. Pricing for the Space Construction and Site Preparation is described in Exhibit A. In the case of shared Collocation, Qwest may not increase the cost of site preparation or nonrecurring charges above the TELRIC cost for provisioning such a cage of similar dimensions and material to a single collocating Party, and Qwest must prorate the charge for site conditioning and preparation by determining the total charge for site preparation and allocating that charge to CLEC based on the percentage of the total space used by CLEC. Qwest must in all cases of shared space Collocation allocate space preparation, conditioning, security measures and other Collocation charges on a pro-rated basis to ensure that the charges paid by CLEC as a percentage of the total overall space preparation and conditioning expenses do not exceed the percentage of the total Collocation space used by CLEC.

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

8.3.3.3 Intentionally Left Blank.

8.3.3.4 Collocation Grounding Charge. Used to connect the Premises common ground to CLEC equipment. Recurring and nonrecurring charges are assessed per foot to CLEC's equipment.

8.3.4 Rate Elements - ICDF Collocation

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

8.3.5 Rate Elements – Adjacent Collocation

8.3.5.1 The charges for Adjacent Collocation will be developed on an Individual Case Basis, depending on the specific needs of CLEC and the unique nature of the available adjacent space (e.g., existing structure or new structure to be constructed).

8.3.6 Rate Elements – Remote Collocation and Adjacent Remote Collocation

8.3.6.1 The charges for Remote Collocation will be developed on an Individual Case Basis.

8.3.7 Rate Elements – CLEC-to-CLEC Connections

8.3.7.1 The charges for CLEC-to-CLEC Connections are addressed in Section 8.3.1.16.

8.4 Ordering

8.4.1 Ordering - All Collocation

8.4.1.1 CLEC must complete the requirements in the Implementation Schedule in accordance with Section 3.2 of this Agreement before submitting a Collocation Application Form to Qwest.

8.4.1.2 Any material changes, modifications or additional engineering (“Material Changes”) requested by CLEC, subsequent to its original Collocation order, as to the type and quantity of equipment or other aspects of the original Collocation order, must be submitted with a revised Collocation Application. For purposes of this section, Material Changes are changes that would significantly impair Qwest’s ability to provision the requested Collocation within the applicable intervals if the changes are provisioned with the original Collocation order and would require Qwest to incur financial penalties under the terms of this Agreement or other applicable law. Qwest shall determine the additional time required to comply with CLEC’s request for Material Changes (“Additional Time”), and CLEC shall have the option of (a) having the request for Material Changes implemented with the original Collocation order (within the original provisioning intervals) as extended by the Additional Time; or (b) having Qwest process and provision the request as a subsequent construction activity or augmentation to the original Collocation order. Any nonmaterial changes, modifications, or additional engineering requested by CLEC, subsequent to its original Collocation order, may be submitted with a revised Collocation Application or otherwise communicated to Qwest and shall be implemented with the original Collocation order within the original applicable intervals.

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

8.4.1.4 CLEC shall submit an annual forecast, updated at the end of each quarter, of its future Collocation requirements. The quarterly forecast shall be reviewed by CLEC and the Qwest account team. The CLEC forecast shall be considered accurate for purposes of Collocation intervals if the subsequent Collocation Application correctly identifies a) and e) below, and b) and c) below are within twenty percent (20%) of the forecast. If at the time the Application is made the forecasted type of Collocation is not available, CLEC may specify a

different type of Collocation without affecting the Collocation intervals. The forecast shall include, for each Qwest Premises, the following:

- a) Identification of the Qwest Premises;
- b) Floor space requirements, including the number of bays for a Cageless Collocation arrangement;
- c) Power requirements;
- d) Heat Dissipation (optional);
- e) Type of Collocation (e.g., Caged physical, Cageless physical, shared, ICDF, virtual, etc.);
- f) Intentionally Left Blank
- g) Entrance Facility Type (e.g., Express Fiber, Private Line);
- h) Type and Quantity of Terminations (optional);
- i) Month or Quarter CLEC expects to submit its Collocation Application; and
- j) Intentionally Left Blank

8.4.1.4.1 The following terms shall apply to the forecasting process:

- a) CLEC forecasts shall be provided as detailed in Section 8.4.1.4;
- b) CLEC forecasts shall be confidential information and Qwest may not distribute, disclose or reveal, in any form, CLEC forecasts other than as allowed and described in subsections "c" and "d" below.
- c) Qwest may disclose, on a need to know basis only, CLEC forecasts, to Qwest network and growth planning personnel responsible for ensuring that Qwest's local network can meet wholesale customer demand. In no case shall the Qwest network and growth planning personnel that have access to CLEC forecasts be involved in or responsible for Qwest's retail marketing, sales or strategic planning. Qwest will inform all network and planning personnel with access to CLEC forecasts of the confidential nature of such forecasts, and Qwest will have such personnel sign non-disclosure agreements related thereto. The non-disclosure agreements shall inform such personnel that, upon threat of termination, they may not reveal or discuss CLEC forecasts with those not authorized to receive such information.
- d) Qwest shall maintain CLEC forecasts in secure files and

locations such that access to the forecasts is limited to the personnel designated in subsection “c)” above and such that no other personnel have computer access to such information.

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

- a) Identification of the Qwest Premises;
- b) Floor space requirements, including the number of bays for a Cageless Collocation arrangement;
- c) Power requirements;
- d) Heat Dissipation;
- e) Type of Collocation (e.g., Caged Physical, Cageless Physical, Shared, Virtual, etc.);
- f) Collocated Equipment and technical equipment specifications (Manufacturer Make, Model No., Functionality i.e., Cross Connect, DLC, DSLAM, Transmission, Switch, etc., Physical Dimensions, Quantity). (NOTE: Packet or circuit switching equipment requires, in writing and attached to the Application, how this equipment is necessary for access to UNEs or Interconnection. High level equipment interface or connectivity schematic for equipment that is not on the approved equipment list or has not been used by CLEC for a similar purpose before, must also accompany this Application. CLEC using approved equipment found at www.uswest.com/wholesale/notification/collo.html need not comply with this provision);
- g) Entrance Facility Type;
- h) Type and Quantity of Terminations;
- i) If desired, an alternate form of Collocation if first choice is not available; and
- j) Billing Contact.

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

8.4.1.6 **Acceptance** – After receipt of a Collocation Quote Form from

Qwest, CLEC shall formally accept the quote in order for Qwest to continue the processing of the Collocation Application. A Collocation Acceptance shall be considered complete, if it contains:

- a) Signed Notification of Acceptance; and
- b) Payment of fifty percent (50%) of quoted charges.

8.4.1.7 **Collocation Space Reservation** – allows CLEC to reserve space in a Qwest Premises for up to one (1) year for transmission equipment (ATM, packet switching, DSLAM), three (3) years for circuit switching equipment, and five (5) years for power equipment. CLEC may reserve space in a particular Qwest Premises through the Collocation Space Reservation Application Form.

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

8.4.1.7.2 Collocation Space Reservation Quotation – If space is available, Qwest will provide the space feasibility and a billing invoice for the non-refundable \$2,000 Space Reservation Fee within ten (10) calendar days. ~~a specific price quote based on the requested Collocation requirements described on the Collocation Space Reservation Application Form. The quote and a billing invoice for fifty percent (50%) payment of nonrecurring charges will be sent to CLEC within twenty five (25) calendar days from the Collocation Space Reservation Application receipt.~~¹³

8.4.1.7.2.1 Collocation Space Reservation Acceptance – CLEC must ~~electronically submit the \$2,000 Space Reservation Fee Acceptance or non-Acceptance of the quote~~ within seven (7) calendar days of receipt of the billing invoice quotation. If CLEC submits the \$2,000 Space Reservation Fee Acceptance between eight (8) and thirty (30) calendar days of receipt of the billing invoice quotation, Qwest will honor the reservation upon receipt of the payment only if Qwest does not receive a competing request for the same space from another CLEC. Qwest will not honor reservations if CLEC submits the payment Acceptance more than thirty (30) calendar days after receipt of the billing invoice quotation.¹⁴

8.4.1.7.3 Upon receipt of the \$2,000 Space Reservation Fee ~~fifty percent (50%) payment~~, Qwest will reserve the space on behalf of CLEC in accordance with the Application. Qwest will hold the reservation for the applicable reservation period after receipt of the non-refundable \$2,000 fifty percent (50%) payment.¹⁵

8.4.1.7.4 CLEC may cancel the reservation at any time during the

¹³ Changes based on Initial Order on Workshop 2 – Collocation, ¶155(1)(e).

¹⁴ Changes based on Initial Order on Workshop 2 – Collocation, ¶155(1)(e).

¹⁵ Changes based on Initial Order on Workshop 2 – Collocation, ¶155(1)(e).

~~applicable reservation period. The \$2,000 space reservation fee is non-refundable. Upon notification of the cancellation, Qwest will refund a prorated portion of the fifty percent (50%) payment as follows. The Space Reservation Fee will be applied against the Collocation construction for the specific Premise. Failure to use the reserved space, in the period specified in the Space Reservation Application based upon Section 8.4.1.7, will result in the forfeiture of the \$2,000.¹⁶~~

~~a) Cancellation notification within ninety (90) calendar days from receipt of wire transfer, seventy five percent (75%) of the initial down payment will be returned to CLEC.~~

~~b) Cancellation notification within ninety-one (91) and one hundred and eighty (180) calendar days from receipt of wire transfer, fifty percent (50%) of the initial down payment will be returned to CLEC.~~

~~c) Cancellation notification within one hundred and eighty-one (181) and two hundred and seventy (270) calendar days from receipt of wire transfer, twenty five percent (25%) of the initial down payment will be returned to CLEC.~~

~~d) Cancellation notification after two hundred and seventy (270) calendar days from receipt of wire transfer, zero percent (0%) of the initial down payment will be returned to CLEC.¹⁷~~

8.4.1.8 Collocation Space Option

8.4.1.8.1

8.4.1.8.2

8.4.1.8.3

8.4.1.8.4

8.4.1.8.5

8.4.1.8.6

8.4.1.8.7

8.4.1.8.8

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

¹⁶ Changes based on Initial Order on Workshop 2 – Collocation, ¶155(1)(e).

¹⁷ Deletions based on Initial Order on Workshop 2 – Collocation, ¶155(1)(f).

more than five (5) Applications from CLEC per week per state, depending on the volume of Applications pending from other CLECs.

8.4.1.10 If Qwest fails to deliver the Collocation space by the required Ready for Service (RFS) date, Qwest will credit CLEC in an amount equal to one tenth (1/10) of the total non-recurring charge for the ordered Collocation for each week beyond the required RFS date.¹⁸

8.4.1.11 Qwest must provide periodic notices to CLEC during construction of CLEC's Collocation space, including scheduled completion and delivery dates. At least thirty (30) calendar days prior to the scheduled delivery date, Qwest must provide CLEC with sufficient information to enable Qwest and CLEC to establish firm Common Language Location Identifier (CLLI) codes and any other codes necessary to order interconnection and cross-connection circuits for the equipment CLEC intends to collocate, and Qwest must accept and process CLEC orders for such circuits. Qwest must provision Points of Interface (POIs) and other circuits concurrent with the delivery of the Collocation space and related facilities, unless CLEC agrees to a later date.¹⁹

8.4.1.12 Qwest must conduct an inspection with CLEC of the Collocation space, scheduled by mutual agreement to occur at least five (5) business days prior to completion of construction of the Collocation space. Qwest must correct any deviations to CLEC's original or jointly amended requirements after the inspection, at Qwest's sole expense.²⁰

8.4.2 Ordering - Virtual Collocation

8.4.2.1 **Application** -- Upon receipt of a complete Collocation Application as described in Section 8.4.1.5, Qwest will perform a feasibility study to determine if adequate space, power and HVAC can be found for the placement of CLEC's equipment within the Premises. The feasibility study will be provided within ten (10) calendar days of receipt of a complete Application.

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

8.4.2.2 **Quotation** -- If Collocation entrance facilities and space are available, Qwest will develop a price quotation within twenty-five (25) calendar days of receipt of a complete Application if forecasted, and twenty-five (25) calendar days of completion of the feasibility study if unforecasted. Subsequent

¹⁸ Washington Specific.

¹⁹ Washington Specific.

²⁰ Washington Specific.

requests to augment an existing Collocation also require receipt of an Application. Adding plug-ins, e.g., DS1 or DS3 cards to existing Virtually Collocated equipment, will be processed and provisioned within ten (10) business days. Virtual Collocation price quotes will be honored for thirty (30) calendar days from the date the quote is provided. During this period the Collocation entrance facility and space are reserved pending CLEC's Acceptance of the quoted charges.²¹

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

8.4.2.4 Interval -- The interval for Virtual Collocation shall vary depending upon five factors – 1) whether the request was forecasted or the space was reserved, in accordance with Section 8.4.1.4; 2) whether the forecast was received at least ninety (90) calendar days prior to Application or between sixty (60) and ninety (90) calendar days prior to Application, 3) whether CLEC provides its Acceptance within seven (7) calendar days receipt of the quotation, 4) whether CLEC delivers its collocated equipment to Qwest in a timely manner, which shall mean within forty-five (45) calendar days of the receipt of the complete Collocation Application; and 5) whether the application requires major infrastructure additions or modifications. The installation of line cards and other minor modifications shall be performed by Qwest on shorter intervals and in no instance shall any such interval exceed thirty (30) calendar days. When Qwest is permitted to complete a Collocation installation in an interval that is longer than the standard intervals set forth below, Qwest shall use its best efforts to minimize the extension of the intervals beyond such standard intervals.

8.4.2.4.1 Forecasted Applications with Timely Acceptance – If a Premises is included in CLEC's forecast at least ninety (90) calendar days prior to submission of the Application, and if CLEC provides a complete Acceptance within seven (7) calendar days of receipt of the Qwest Collocation quotation, and if all of CLEC's equipment is available at the Qwest Premises no later than forty-five (45) days after receipt of the complete Collocation Application, Qwest shall complete its installation of the Collocation arrangement within forty-five (45) calendar days of receipt of the complete Acceptance. If CLEC's equipment is not delivered to Qwest within forty-five (45) calendar days after receipt of the complete Collocation Application, Qwest shall complete the Collocation installation within forty-five (45) calendar days of the receipt of all of CLEC's equipment. If a Premises is included in CLEC's forecast between sixty (60) and ninety (90) calendar days prior to submission of the Application, and CLEC's equipment is available at the Qwest Premises no later than forty-five (45) days after receipt of the complete Collocation Application, Qwest shall complete its installation of the Collocation

²¹ Washington Specific.

arrangement within ninety (90) calendar days of the receipt of the complete Collocation Application.²²

8.4.2.4.2 Forecasted Applications with Late Acceptance – If a Premises is included in CLEC’s forecast at least ninety (90) calendar days prior to submission of the Application, and if CLEC provides a complete Acceptance more than seven (7) calendar days but less than thirty (30) calendar days after receipt of the Qwest Collocation quotation, and if all of CLEC’s equipment is available at the Qwest Premises no later than forty-five calendar (45) days after receipt of the complete Collocation Acceptance, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar days of the receipt of the complete Collocation Acceptance. If CLEC’s equipment is not delivered to Qwest within forty-five (45) calendar days after receipt of the complete Collocation Acceptance, Qwest shall complete the Collocation installation within forty-five (45) calendar days of the receipt of all of CLEC’s equipment. If CLEC submits its acceptance more than thirty (30) calendar days after receipt of the Qwest quotation, the Application shall be resubmitted by CLEC. If a Premises is included in CLEC’s forecast between sixty (60) and ninety (90) calendar days prior to submission of the Application, and CLEC’s equipment is available at the Qwest Premises no later than forty-five calendar (45) days after receipt of the complete Collocation Application, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar days of the receipt of the complete Collocation Application.²³

8.4.2.4.3 Unforecasted Applications with Timely Acceptance – If a Premises is not included in CLEC’s forecast at least sixty (60) calendar days prior to submission of the Application, and if CLEC provides a complete Acceptance within seven (7) calendar days of receipt of the Qwest Collocation quotation, and if all of CLEC’s equipment is available at the Qwest Premises no later than forty-five (45) calendar days after receipt of the complete Collocation Application, Qwest shall complete its installation of the Collocation arrangement within one hundred and twenty (120) calendar days of the receipt of the complete Collocation Application. If CLEC’s equipment is not delivered to Qwest within forty-five (45) calendar days after receipt of the complete Collocation Application, Qwest shall complete the Collocation installation within seventy-five (75) calendar days of the receipt of all of CLEC’s equipment.²⁴

8.4.2.4.4 Unforecasted Applications with Late Acceptance – If a Premises is not included in CLEC’s forecast at least sixty (90) calendar days prior to submission of the Application, and if CLEC provides a complete Acceptance more than seven (7) calendar days

²² Washington Specific.

²³ Washington Specific.

²⁴ Washington Specific.

but less than thirty (30) calendar days after receipt of the Qwest Collocation quotation, and if all of CLEC's equipment is available at the Qwest Premises no later than forty-five (45) calendar days after receipt of the complete Collocation Application, Qwest shall complete its installation of the Collocation arrangement within one hundred and twenty (120) calendar days of the receipt of the complete Collocation Acceptance. If CLEC's equipment is not delivered to Qwest within forty-five (45) calendar days after receipt of the complete Collocation Application, Qwest shall complete the Collocation installation within seventy-five (75) calendar days of the receipt of all of CLEC's equipment.²⁵

8.4.2.4.5 Intervals for Major Infrastructure Modifications Where No Forecast is Provided – An unforecasted Collocation Application may require Qwest to complete major infrastructure modifications to accommodate CLEC's specific requirements. Major infrastructure modifications that may be required include conditioning space, permits, DC Power Plant, Standby Generators, Heating, Venting or Air Conditioning Equipment. The installation intervals in Sections 8.4.2.4.3 through 8.4.2.4.4 may be extended, if required, to accommodate major infrastructure modifications. When major infrastructure modifications as described above are required, and if all of CLEC's equipment is available at the Qwest Premises no later than sixty (60) calendar days after receipt of the complete Collocation Application, Qwest shall propose to complete its installation of the Collocation arrangement within an interval of no more than one hundred and fifty (150) calendar days after receipt of the complete Collocation Application. The need for, and the duration of, an extended interval shall be provided to CLEC as a part of the quotation. CLEC may dispute the need for, and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain an extended interval.

8.4.2.4.6 Major Infrastructure Modifications where CLEC Forecasts its Collocation or Reserves Space. – If CLEC's forecast or reservation triggers the need for an infrastructure modification, Qwest shall take the steps necessary to ensure that it will meet the intervals set forth in Sections 8.4.2.4.1 and 8.4.2.4.2 when CLEC submits a Collocation Application. If not withstanding these efforts, Qwest is unable to meet the interval and cannot reach agreement with CLEC for an extended interval, Qwest may seek a waiver from the Commission to obtain an extended interval.

8.4.3 Ordering - Caged and Cageless Physical Collocation

8.4.3.1 Application -- Upon receipt of a complete Collocation Application as described in Section 8.4.1.5, Qwest will perform a feasibility study to determine if adequate space, power, and HVAC can be found for the placement and operation of CLEC's equipment within the Premises. The feasibility study will be provided within ten (10) calendar days from date of receipt of a complete

²⁵ Washington Specific.

Application.

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

8.4.3.2 **Quotation** -- If Collocation entrance facilities and space are available, Qwest will develop a quote for the supporting structure. Qwest will complete the quotation no later than twenty-five (25) calendar days of receipt of the complete Application if forecasted, and twenty five (25) calendar days from completion of the feasibility study if unforecasted. Physical Collocation price quotes will be honored for thirty (30) calendar days from the date the quote is provided. During this period, the Collocation entrance facility and space is reserved pending CLEC's Acceptance of the quoted charges.²⁶

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

8.4.3.4 **Interval** – The interval for Physical Collocation shall vary depending upon four (4) factors – 1) whether the request was forecasted in accordance with Section 8.4.1.4 or the space was reserved, in accordance with Section 8.4.1.7, 2) whether the forecast was received at least ninety (90) calendar days prior to Application or between sixty (60) and ninety (90) calendar days prior to Application, 3) whether CLEC provides its Acceptance within seven (7) calendar days of receipt of the quotation and 4) whether the Application requires major infrastructure additions or modifications.²⁷ When Qwest is permitted to complete a Collocation installation in an interval that is longer than the standard intervals set forth below, Qwest shall use its best efforts to minimize the extension of the intervals beyond such standard intervals.

8.4.3.4.1 **Forecasted Applications with Timely Acceptance** – If a Premises is included in CLEC's forecast at least ninety (90) calendar days prior to submission of the Application, and if CLEC provides a complete Acceptance within seven (7) calendar days of receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within forty-five (45) calendar days of receipt of the complete Acceptance. If a Premises is included in CLEC's forecast between sixty (60) and ninety (90) calendar days prior to submission of the Application, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar days of the receipt of a complete Collocation Application.²⁸

²⁶ Washington Specific.

²⁷ Washington Specific.

²⁸ Washington Specific.

8.4.3.4.2 Forecasted Applications with Late Acceptance – If a Premises is included in CLEC’s forecast at least ninety (90) calendar days prior to submission of the Application, and if CLEC provides a complete Acceptance more than seven (7) calendar days but less than thirty (30) calendar days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within forty five (45) calendar days of the receipt of the complete Collocation Acceptance. If CLEC submits its acceptance more than thirty (30) calendar days after receipt of the Qwest quotation, a new Application shall be resubmitted by CLEC. If a Premises is included in CLEC’s forecast between sixty (60) and ninety (90) calendar days prior to submission of the Application, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar days of the receipt of a complete Collocation Application.²⁹

8.4.3.4.3 Unforecasted Applications with Timely Acceptance – If a Premises is not included in CLEC’s forecast at least sixty (60) calendar days prior to submission of the Application, and if CLEC provides a complete Acceptance within seven (7) calendar days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within one hundred and twenty (120) calendar days of the receipt of the complete Collocation Application.³⁰

8.4.3.4.4 Unforecasted Applications with Late Acceptance – If a Premises is not included in CLEC’s forecast at least sixty (60) calendar days prior to submission of the Application and if CLEC provides a complete Acceptance more than eight (8) calendar days but less than thirty (30) calendar days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within one hundred and twenty (120) calendar days of the receipt of the complete Collocation Acceptance.³¹

8.4.3.4.5 Intervals for Major Infrastructure Modifications Where No Forecast is Provided – An unforecasted Collocation Application may require Qwest to complete major infrastructure modifications to accommodate CLEC’s specific requirements. Major infrastructure modifications that may be required include conditioning space, permits, DC power plant, standby generators, heating, venting or air conditioning equipment. The installation intervals in Sections 8.4.3.4.3 through 8.4.3.4.4 may be extended, if required, to accommodate major infrastructure modifications. When major infrastructure modifications as described above are required, Qwest shall propose to complete its installation of the Collocation Arrangement within an interval of no more than one hundred and fifty (150) calendar days after receipt of the complete Collocation Application. The need for, and the duration of, an extended interval shall be provided to CLEC as a part of the quotation. CLEC may dispute the need for, and the duration of, an extended interval,

²⁹ Washington Specific.

³⁰ Washington Specific.

³¹ Washington Specific.

in which case Qwest must request a waiver from the Commission to obtain an extended interval.

8.4.3.4.6 Major Infrastructure Modifications where CLEC Forecasts its Collocation or Reserves Space. If CLEC's forecast or reservation triggers the need for an infrastructure modification, Qwest shall take the steps necessary to ensure that it will meet the intervals set forth in Sections 8.4.3.4.1 and 8.4.3.4.2 when CLEC submits a Collocation Application. If not withstanding these efforts, Qwest is unable to meet the interval and cannot reach agreement with CLEC for an extended interval, Qwest may seek a waiver from the Commission to obtain an extended interval.

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

8.4.4.1 Application -- Upon receipt of a complete Collocation Application as described in Section 8.4.1.5, Qwest will perform a feasibility study to determine if adequate space can be found for the placement and operation of CLEC's terminations within the Premises. The feasibility study will be provided within ten (10) calendar days from date of receipt of a complete Application. The ICDF Collocation Application shall include a CLEC-provided eighteen (18) month forecast of demand, by DS0, DS1 and DS3 capacities, that will be terminated on the Interconnection Distribution Frame by Qwest on behalf of CLEC. Such forecasts shall be used by Qwest to determine the sizing of required tie cables and the terminations on each Interconnection Distribution Frame as well as the various other frames within the Qwest Wire Center.

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

8.4.4.2 Quotation -- If space is available, Qwest will develop a quote for the supporting structure. Qwest will complete the quotation no later than twenty-five (25) calendar days of receipt of the complete Application if forecasted, and twenty-five (25) calendar days from completion of the feasibility study if unforecasted. ICDF Collocation price quotes will be honored for thirty (30) calendar days from the date the quote is provided. During this period, the space is reserved pending CLEC's Acceptance of the quoted charges.

8.4.4.3 Acceptance -- Upon receipt of a complete Collocation Acceptance, as described in the above Section, space will be reserved and construction by Qwest will begin.

8.4.4.4 Interval – The interval for ICDF Collocation shall vary depending upon three factors – 1) Whether the request was forecasted in accordance with 8.4.1.4 or the space was reserved in accordance with Section 8.4.1.7, 2) Whether the forecast was received at least ninety (90) calendar days prior to

Application or between sixty (60) and ninety (90) calendar days prior to Application, and 3) Whether CLEC provides its Acceptance within seven (7) calendar days of the quotation. When Qwest is permitted to complete a Collocation installation in an interval that is longer than the standard intervals set forth below, Qwest shall use its best efforts to minimize the extension of the intervals beyond such standard intervals.

8.4.4.4.1 Forecasted Applications with Timely Acceptance – If a Premises is included in CLEC’s forecast at least ninety (90) calendar days prior to submission of the Application, and if CLEC provides a complete Acceptance within seven (7) calendar days of receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within forty-five (45) calendar days of the receipt of the complete Acceptance of the Collocation quote. If a Premises is included in CLEC’s forecast between sixty (60) and ninety (90) calendar days prior to submission of the Application, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar days of the receipt of a complete Collocation Application.³²

8.4.4.4.2 Forecasted Applications with Late Acceptance – If a Premises is included in CLEC’s forecast at least ninety (90) calendar days prior to submission of the Application, and if CLEC provides a complete Acceptance more than seven (7) calendar days but less than thirty (30) calendar days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within forty-five (45) calendar days of the receipt of the complete Collocation Acceptance. If CLEC submits its acceptance more than thirty (30) calendar days after receipt of the Qwest quotation, the Application shall be resubmitted by CLEC. If a Premises is included in CLEC’s forecast between sixty (60) and ninety (90) calendar days prior to submission of the Application, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar days of the receipt of a complete Collocation Application.³³

8.4.4.4.3 Unforecasted Applications with Timely Acceptance – If a Premises is not included in CLEC’s forecast at least sixty (60) calendar days prior to submission of the Application, and if CLEC provides a complete Acceptance within seven (7) calendar days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar days of the receipt of the complete Collocation Application. This interval may be lengthened if space must be reclaimed or reconditioned. The need for an extended interval shall be provided to CLEC as part of the quotation. CLEC may dispute the need for an extended interval, in which case Qwest must request a waiver from the Commission.³⁴

³² Washington Specific.

³³ Washington Specific.

³⁴ Washington Specific.

8.4.4.4.4 **Unforecasted Applications with Late Acceptance** – If a Premises is not included in CLEC’s forecast at least sixty (60) calendar days prior to submission of the Application and if CLEC provides a complete Acceptance more than eight (8) calendar days but less than thirty (30) calendar days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar days of the receipt of the complete Collocation Acceptance. This interval may be lengthened if space must be reclaimed or reconditioned. The need for an extended interval shall be provided to CLEC as a part of the quotation. CLEC may dispute the need for an extended interval, in which case Qwest must request a waiver from the Commission.³⁵

8.4.5 Ordering – Adjacent Collocation

8.4.5.1 If space for Physical Collocation in a particular Qwest Premises is not available at the time of CLEC’s request, CLEC may request Qwest to conduct a feasibility study for Adjacent Collocation for that Premises site. Qwest recommends that Qwest and CLEC conduct a joint site visit of such Premises to determine if suitable arrangements can be provided on Qwest’s property. Qwest will make available within ten (10) business days drawings of the Qwest physical structures above and below ground for the requested Adjacent Collocation site.

8.4.5.2 If a new structure is to be constructed, the interval shall be developed on an Individual Case Basis, to account for the granting of permits or ROW, if required, the provision of Collocation services by Qwest in accordance with CLEC’s Application, and the construction by CLEC of the adjacent structure. If CLEC disputes the interval proposed by Qwest, Qwest must promptly petition the Commission for approval of such disputed interval.

8.4.5.3 If Adjacent Collocation is provided within an existing Qwest Premises, the terms and conditions, ordering procedures and intervals for Physical Collocation shall apply.

8.4.6 Ordering – Remote Collocation and Adjacent Remote Collocation

8.4.6.1 The ordering procedures and intervals for Physical and Virtual Collocation shall apply to Remote Collocation, and Physical Collocation to Adjacent Remote Collocation provided within an existing Qwest Premises, except Sections 8.4.3.4.3 and 8.4.3.4.4. Remote Collocation and Adjacent Remote Collocation are ordered using the Remote Collocation Application Form.³⁶

8.4.6.2 If space for Physical Collocation in a particular Qwest Remote Premises is not available at the time of CLEC’s request, CLEC may order Adjacent Remote Collocation using the ordering procedures described above for Adjacent Collocation in Sections 8.4.5.1 and 8.4.5.2.

³⁵ Washington Specific.

³⁶ Insertion based on Initial Order on Workshop 2 - Collocation, ¶155(b).

8.4.7 Ordering – CLEC to CLEC Connections

8.4.7.1 **Application** -- Upon receipt of the applicable portions of a complete Collocation Application as described in Section 8.4.1.5 (Subsections a, e, h and j). Qwest will perform a feasibility study to determine if adequate cable racking can be found for the placement of CLEC's copper, coax, or fiber optic cable, or any other technically feasible method used to interconnect CLEC's collocated equipment that is in separate locations in the same Qwest Premises, or to another CLEC's equipment in the same Premises. The feasibility study will be provided within ten (10) calendar days from date of receipt of a complete Application.

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

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

8.4.7.3 **Acceptance** -- There are two (2) forms of Acceptance for CLEC-to-CLEC Connections:

8.4.7.3.1 CLEC-to-CLEC connections with existing cable rack. – CLEC must submit payment of one hundred percent (100%) of the quoted non-recurring charges with its Acceptance. Upon receipt of a complete Collocation Acceptance, CLEC may begin placement of its copper, coax, or fiber cables along the Qwest designated cable rack route. Recurring charges will begin with CLEC Acceptance.

8.4.7.3.2 CLEC-to-CLEC Connections using new cable rack. – Upon receipt of a complete Acceptance from CLEC, as described in Section 8.4.1.6, Qwest will begin construction of the new cable rack.

8.4.7.4 *Interval – Pursuant to Section 8.4.7.3.2, the construction interval for CLEC-to-CLEC Connections requiring the construction of new cable rack by Qwest shall be dependent upon whether CLEC provides its Acceptance within seven (7) calendar days of the quotation.*

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

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

8.4.8 Ordering Direct Connections

8.4.8.1

8.4.8.1.1

8.4.8.2

8.4.8.3

8.4.8.3.1

8.4.8.3.2

8.4.8.4

8.4.8.4.1

8.5 Billing

8.5.1 Billing - All Collocation

8.5.1.1 Upon completion of the Collocation construction activities and payment of the remaining nonrecurring balance, Qwest will provide CLEC a completion package that will initiate the recurring Collocation charges. Once this completion package has been signed by CLEC and Qwest, and Qwest has received the final fifty percent (50%) balance, Qwest will activate CLEC transport services and/or UNEs or ancillary services ordered in accordance with Section 8.4.1.11 coincident with completion of the Collocation.

8.5.1.2 In the event Qwest has completed all associated construction activities and CLEC has not completed its associated activities (e.g., delivering fiber to the C-POI, or providing the equipment cables for connecting to the

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

8.5.2 Billing - Virtual Collocation

8.5.2.1 Virtual Collocation will be considered complete when the Premises is Ready for Service (RFS). Cooperative testing between CLEC and Qwest may be negotiated and performed to ensure continuity and acceptable transmission parameters in the facility and equipment.

8.5.3 Billing - Caged and Cageless Physical Collocation

8.5.3.1 Payment for the remaining nonrecurring charges shall be upon the RFS date. Upon completion of the construction activities and payment of the remaining nonrecurring charges, Qwest will schedule with CLEC a walk through of the space. During this joint walk through Qwest will turn over access to the space and provide security access for the Premises. Upon completion of the Acceptance walk through, CLEC will be provided the Caged or Cageless Physical Collocation completion package, and CLEC will sign off on the completion of the physical space, which shall activate the monthly billing for leased space, DC Power, Entrance Facility, and other associated monthly charges. CLEC may then proceed with the installation of its equipment in the Collocation space, unless early access has been arranged pursuant to Section 8.2.3.7. If Qwest despite its best efforts, including notification through the contact number on the Collocation Application, is unable to schedule the walk through with CLEC within 21 days of the RFS, Qwest shall activate the monthly recurring charges.

8.6 Maintenance and Repair

8.6.1 Virtual Collocation

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

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

8.6.1.3 Upon failure of CLEC's virtually collocated equipment, Qwest will

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

8.6.2 Caged and Cageless Physical Collocation

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

8.6.3 Interconnection Distribution Frame

8.6.3.1 CLEC is responsible for block and jumper inventory and maintenance at the Interconnection Distribution Frame and using industry accepted practices for its terminations. . Additionally, CLEC is responsible for having jumper wire and tools for such operations. Qwest is responsible for the overall repair and maintenance of the frame; including horizontal and vertical mounting positions, cable raceways, rings, and troughs, and general housekeeping of the frame.

8.6.4 Adjacent Collocation and Adjacent Remote Collocation

8.6.4.1 CLEC is responsible for the maintenance and repair of its equipment located within CLEC's Adjacent Collocation and Adjacent Remote Collocation space.

8.6.5 Remote Collocation

8.6.5.1 CLEC is responsible for the maintenance and repair of its equipment located within a Remote Premises.