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**USWEST**

November 4, 1996

Mr. Steve McLellan  
Washington Utilities and  
Transportation Commission  
1300 S. Evergreen Park Dr. SW  
PO Box 47250  
Olympia, WA 98504-7250

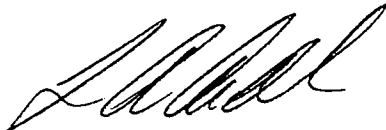
RE: Docket No. UT-960309

Dear Mr. McLellan:

Enclosed please find ten (10) copies of U S WEST Communications' Brief, and Best and Final Offer in this proceeding. The Brief is tabbed by subject to be inserted into the Arbitrator's Notebook. In addition, two copies of the Best and Final Offer are tabbed in a similar manner. Please ensure that one such tabbed copy is distributed to Arbitrator ffitch.

Thank you for your assistance.

Sincerely,



Lisa A. Anderl

Enclosure

cc: Daniel Waggoner

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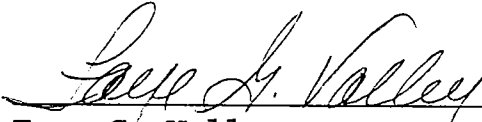
CERTIFICATE OF SERVICE

UT-960309

I hereby certify that I have this day caused to be served one copy of Post Hearing Brief of U S WEST Communications, Inc. upon the following parties via courier:

Daniel Waggoner  
Davis Wright Tremaine  
2600 Century Square  
1501 Fourth Avenue  
Seattle, WA 98101-1688

DATED this 5th day of November, 1996.

  
\_\_\_\_\_  
Faye G. Valley

**NOVEMBER 8, 1996**

**U S WEST COMMUNICATIONS, INC.**

**FINAL OFFER OF TERMS  
TO BE INCLUDED IN AN  
ARBITRATED INTERCONNECTION  
AGREEMENT WITH  
AT&T**

**FOR THE STATE OF WASHINGTON**

**The underlined paragraphs in this document represent language that AT&T and U S WEST have mutually agreed to accept. The language on those issues that U S WEST originally proposed has been removed from this document.**

**000828**

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## INTERCONNECTION AGREEMENT

THIS INTERCONNECTION AGREEMENT, made as of this \_\_\_\_\_ day of \_\_\_\_\_, 1996, is between AT&T and U S WEST Communications, Inc. ("USWC"), a Colorado corporation.

### I. RECITALS

Pursuant to this Interconnection Agreement AT&T ("CLEC" or "Reseller," as application) and U S WEST Communications, Inc. ("USWC"), collectively "the Parties", will extend certain arrangements to one another within each LATA in which they both operate within this State. This Agreement is a combination of agreed terms and terms imposed by arbitration under Section 252 of the Communications Act of 1934, as modified by the Telecommunications Act of 1996 ("the Act"), and as such does not necessarily represent the position of either Party on any given issue. The Parties enter into this Agreement without prejudice to any position they may have taken previously, or may take in the future in any legislative regulatory, or other public forum addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.

### II. SCOPE OF AGREEMENT

- A. This Agreement sets forth the terms, conditions and prices under which USWC agrees to provide (a) services for resale (hereinafter referred to as "Local Services") (b) certain Unbundled Network Elements, Ancillary Functions and additional features to CLEC (hereinafter collectively referred to as "Network Elements") or combinations of such Network Elements ("Combinations") for CLEC's own use or for resale to others. The Agreement also sets forth the terms, conditions and prices under which the parties agree to provide interconnection and reciprocal compensation for the exchange of local traffic between USWC and CLEC for purposes of offering telecommunications services. Unless otherwise provided in this Agreement, the parties will perform all of their obligations hereunder throughout, to the extent provided in the Appendices attached hereto. The Agreement includes all accompanying appendices.
- B. In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the parties to further negotiate the resolution of new or open issues under this Agreement) such action shall not be unreasonably delayed, withheld or conditioned.
- C. When CLEC begins offering residential and business exchange services in this state through the use of CLEC's facilities, CLEC will notify USWC.
- D. Acknowledgment of Deferred Issues:

CLEC acknowledges it is USWC's position that USWC's existing telecommunications network represents substantial investment made as a result of its carrier-of-last-resort obligation and that such network allows CLEC's end users to interconnect with significantly more business and residential customers than vice versa. CLEC further acknowledges USWC believes that a separate transitional element is necessary to compensate USWC for the value of its network in this Agreement, that under the Act, the FCC will establish a proceeding to address Universal Service Support, and that the Act also empowers the state Commission to establish a separate proceeding on universal service issues. CLEC further acknowledges that USWC believes that USWC is entitled to receive additional compensation for costs of implementing various provisions of the Act, and that USWC shall seek such additional recovery through future state and/or federal regulatory proceedings. CLEC disagrees with these USWC positions.

USWC acknowledges it is CLEC's position that the relative investments of the Parties is not a relevant consideration in the context of this agreement and that it is the result of a historical monopoly which confers significant, continuing benefits on USWC. USWC acknowledges that it is CLEC's position that no transitional elements are necessary to compensate USWC, that any such transitional elements would constitute a windfall to USWC, and that the investigations contemplated at the State and federal level for Universal Service Funding will substantially disprove USWC's claims. USWC further acknowledges that CLEC believes that the costs of implementing the Act are costs experienced by all telecommunications carriers and that it would be unjust, discriminatory, and anti-competitive to favor USWC with additional cost recovery of implementation costs. USWC disagrees with these CLEC positions.

In consideration of CLEC's willingness to interconnect on the terms set forth in this Agreement, and without prejudice to the position it may take in the FCC docket or before any state Commission, USWC agrees to await the outcome of such proceedings, rather than seek universal service support from CLEC at this time.

### **III. DEFINITIONS**

- A. "Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or a Commission within its state of jurisdiction.
- B. "Access Services" refers to the tariffed interstate and intrastate switched access and private line transport services offered for the origination and/or termination of interexchange traffic (see each Parties' appropriate state and interstate access tariffs).
- C. "ADSL" or "Asymmetrical Digital Subscriber Line" means a transmission technology which transmits an asymmetrical digital signal using one of several transmission

methods (for example, carrier-less AM/PM discrete multi-tone, or discrete wavelet multi-tone).

- D. "Access Service Request" or "ASR" means the industry standard forms and supporting documentation used for ordering Access Services. The ASR will be used to order trunking and facilities between CLEC and USWC for Local Interconnection Service.
- E. "Automatic Number Identification" or "ANI" means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.
- F. "CLASS features" are optional end user switched services that include, but are not necessarily limited to: Automatic Call Back; Call Trace; Caller ID and Related Blocking Features; Distinctive Ringing/Call Waiting; Selective Call Forward; Selective Call Rejection. (See Bellcore documentation for definition).
- G. "BLV/BLVI Traffic" means an operator service call in which the caller inquires as to the busy status of or requests an interruption of a call on another Customer's Telephone Exchange Service line.
- H. "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:
  - a. "End Office Switches" which are used to terminate Customer station loops for the purpose of interconnecting to each other and to trunks; and
  - b. "Tandem Office Switches" which are used to connect and switch trunk circuits between and among other Central Office Switches. Access tandems provide connections for exchange access and toll traffic while local tandems provide connections for local/EAS traffic.
- I. "Collocation" means an arrangement whereby one Party's (the "Collocating Party") facilities are terminated in its equipment necessary for Interconnection or for access to Network Elements on an unbundled basis which has been installed and maintained at the premises of a second Party (the "Housing Party"). Collocation may be "physical" or "virtual." In "Physical Collocation," the Collocating Party installs and maintains its own equipment in the Housing Party's premises. In "Virtual Collocation," the Housing Party installs and maintains the Collocating Party's equipment in the Housing Party's premises.
- J. "Commission" means the Oregon Public Utilities Commission.
- K. "Customer" means a third-party (residence or business) that subscribes to Telecommunications Services provided by either of the Parties.
- L. "Calling Party Number" or "CPN" is a Common Channel Signaling ("CCS") parameter which refers to the number transmitted through a network identifying the calling party.

- M. "Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special signaling network fully separate from the public voice switched network elements that carry the actual call. The CCS used by the Parties shall be Signaling System 7.
- N. "Competitive Local Exchange Carrier" means an entity authorized to provide Local Exchange Service that does not otherwise qualify as an incumbent LEC.
- O. "Digital Signal Level" means one of several transmission rates in the time division multiplexing hierarchy.
- P. "Digital Signal Level 0" or "DS0" means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.
- Q. "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.
- R. "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.
- S. "Exchange Message Record" or "EMR" is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Bellcore document that defines industry standards for exchange message records.
- T. "Fiber-Meet" means an interconnection architecture method whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location.
- U. "HDSL" or "High-Bit Rate Digital Subscriber Line" means a two-wire or four-wire transmission technology which typically transmits a DS1-level signal (or, higher level signals with certain technologies), using: 2 Binary / 1 Quaternary ("2B1Q").
- V. "Integrated Digital Loop Carrier" means a subscriber loop carrier system which integrates within the switch at a DS1 level that is twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal.
- W. "Interconnection" is as described in the Act and refers to the connection of separate pieces of equipment, facilities, or platforms between or within networks for the purpose of transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic.
- X. "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

- Y. "Integrated Services Digital Network" or "ISDN" means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).
- Z. "Local Loop Transmission" or "Loop" means the entire transmission path which extends from the network interface or demarcation point at a Customer's premises to the Main Distribution Frame or other designated frame or panel in a Party's Wire Center which serves the Customer.
- AA. "Main Distribution Frame" or "MDF" means the distribution frame of the Party providing the Loop used to interconnect cable pairs and line and trunk equipment terminals on a switching system.
- BB. "Meet-Point Billing" or "MPB" refers to an agreement whereby two LECs (including a LEC and CLEC) jointly provide switched access service to an Interexchange Carrier, with each LEC (or CLEC) receiving an appropriate share of the transport element revenues as defined by their effective access tariffs.
- CC. "MECAB" refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs (including a LEC and a CLEC), or by one LEC in two or more states within a single LATA.
- DD. "MECOD" refers to the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service that is to be provided by two or more LECs (including a LEC and a CLEC). It is published by Bellcore as SRBDS 00983.
- EE. "Mid-Span Meet" is a point of interconnection between two networks, designated by two telecommunications carriers, at which one carrier's responsibility for service begins and the other carrier's responsibility ends.
- FF. "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.
- GG. "NXX" means the fourth, fifth and sixth digits of a ten-digit telephone number.

- HH. "Point of Interface" or "POI" is a mutually agreed upon point of demarcation where the exchange of traffic between two LECs (including a LEC and a CLEC) takes place.
- II. "Party" means either USWC or CLEC and "Parties" means USWC and CLEC.
- JJ. "Port" means a termination on a Central Office Switch that permits customers to send or receive telecommunications services over the public switched network, but does not include switch features or switching functionality.
- KK. "Rate Center" means the specific geographic point and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to a LEC (or CLEC) for its provision of basic exchange telecommunications services. The "rate center point" is the finite geographic point identified by a specific V & H coordinate, which is used to measure distance-sensitive end user traffic to/from, the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area within which the LEC (or CLEC) will provide Basic Exchange Telecommunications Service bearing the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area.
- LL. "Reseller" is a category of Local Exchange service provider that obtains dial tone and associated telecommunications services from another provider through the purchase of bundled finished services for resale to its end use customers.
- MM. "Service Control Point" or "SCP" means a signaling end point that acts as a database to provide information to another signaling end point (i.e., Service Switching Point or another SCP) for processing or routing certain types of network calls. A query/response mechanism is typically used in communicating with an SCP.
- NN. "Signaling Transfer Point" or "STP" means a signaling point that performs message routing functions and provides information for the routing of messages between signaling end points. An STP transmits, receives and processes Common Channel Signaling ("CCS") messages.
- OO. "Switched Exchange Access Service" means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access services.
- PP. "Traffic Type" is the characterization of intraLATA traffic as "local" (local includes EAS), or "toll" which shall be the same as the characterization established by the effective tariffs of the incumbent local exchange carrier as of the date of this agreement.
- QQ. "Wire Center" denotes a building or space within a building, that serves as an aggregation point on a given carrier's network, where transmission facilities are connected or switched. Wire Center can also denote a building where one or more Central Offices, used for the provision of Basic Exchange Telecommunications Services and Access Services, are located. However, for purposes of Collocation Service, Wire



Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.

- RR. "Routing Point" means a location that a LEC or CLEC has designated on its own network as the homing (routing) point for traffic, bearing a certain NPA-NXX designation, that is inbound to Basic Exchange Telecommunications Services provided by the LEC or CLEC. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Bellcore Practice BR 795-100-100, the Routing Point may be an "End Office" location, or a "LEC Consortium Point of Interconnection." Pursuant to that same Bellcore Practice, examples of the latter shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The above referenced Bellcore document refers to the Routing Point as the Rating Point.
- SS. "Tariff Services" as used throughout this Agreement refers to the applicable Party's interstate tariffs and state tariffs, price lists, price schedules and catalogs.
- TT. "Information Service Traffic" means Local Traffic or IntraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party's information services platform (e.g., 976).
- UU. Terms not otherwise defined here, but defined in the Act or in regulations implementing the Act, shall have the meaning defined there.

#### IV. RATES AND CHARGES GENERALLY

- A. Prices for termination and transport of traffic, interconnection, access to unbundled network elements, and ancillary services are set forth in Appendix A.
- B. USWC's wholesale discounts for resale services are set forth in Appendix A.
- C. The underlying provider of a resold service shall be entitled to receive, from the purchaser of switched access, the appropriate access charges pursuant to its then effective switched access tariff. For the purposes of this paragraph, Unbundled Loops are not considered as resold services.

## V. RECIPROCAL TRAFFIC EXCHANGE

### A. Scope

Reciprocal traffic exchange addresses the exchange of traffic between CLEC end users and USWC end users. If such traffic is local, the provisions of this Agreement shall apply. Where either party acts as an intraLATA toll provider or interLATA Interexchange Carrier (IXC) or where either party interconnects and delivers traffic to the other from third parties, each party shall bill such third parties the appropriate charges pursuant to its respective tariffs or contractual offerings for such third party terminations. Absent a separately negotiated agreement to the contrary, the Parties will directly exchange traffic between their respective networks, without the use of third party transit providers.

### B. Types of Traffic

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

1. EAS/local traffic as defined above.
2. IntraLATA toll traffic as defined above.
3. Switched access traffic, or interLATA toll traffic, as specifically defined in USWC's state and interstate switched access tariffs, and generally identified as that traffic that originates at one of the Party's end users and terminates at an IXC point of presence, or originates at an IXC point of presence and terminates at one of the Party's end users, whether or not the traffic transits the other Party's network.
4. Transit traffic is any traffic other than switched access, that originates from one Telecommunications Carrier's network, transits another Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network.

Transit service provides the ability for a Telecommunications Carrier to use its connection to a local or access tandem for delivery of calls that originate with a Telecommunications Carrier and terminate to a company other than the tandem company, such as another Competitive Local Exchange Carrier, an existing Exchange Carrier, or a wireless carrier. In these cases, neither the originating nor terminating end user is a customer of the tandem Telecommunications Carrier. The tandem Telecommunications Carrier will accept traffic originated by a Party and will terminate it at a point of interconnection with another local, intraLATA or interLATA network Telecommunications Carrier. This service is provided through local and access tandem switches.

5. Ancillary traffic includes all traffic destined for ancillary services, or that may have special billing requirements, including, but not limited to the following:

- a. Directory Assistance
  - b. 911/E911
  - c. Operator call termination (busy line interrupt and verify)
  - d. 800/888 database dip
  - e. LIDB
  - f. Information services requiring special billing.
6. Unless otherwise stated in this Agreement, ancillary traffic will be exchanged in accordance with whether the traffic is Local/EAS, intraLATA toll, or Switched Access.

**C. Types of Exchanged Traffic**

1. Termination of Local Traffic.

Local traffic will be terminated as Local Interconnection Service (LIS).

2. Transport of Local Traffic

As negotiated between the Parties, the exchange of local traffic between the Parties may occur in several ways:

- a. While the parties anticipate the use of two way trunks for the delivery of local traffic, either Party may elect to provision its own one-way trunks for delivery of local traffic to be terminated on the other Party's network at the "initial" point of interconnection.
- b. The Parties may elect to purchase transport services from each other or from a third party. Such transport delivers the originating Party's local traffic to the terminating Party's end office or tandem for call termination. Transport may be purchased as either tandem switched transport (which is included in the tandem call termination rate) or direct trunk transport.
- c. Based on forecasted traffic at CLEC's busy hour in CCS, where there is a DS1's worth of traffic (512 CCS) between the CLEC switch and a USWC end office, the Parties agree to provision a dedicated (i.e., direct) two-way trunk group from the CLEC switch directly to the USWC end office. To the extent that CLEC has established a collocation arrangement at a USWC end office location, and has available capacity, the Parties agree that CLEC shall provide two-way direct trunk facilities, when required, from that end office to the CLEC switch. In all other cases, the direct facility may be provisioned by USWC or CLEC or a third party. If both CLEC and USWC desire to provision the facility and cannot otherwise agree, the parties may agree to resolve the dispute through the submission of competitive bids.

3. Transit Traffic.

- a. USWC will accept traffic originated by CLEC and will terminate it at a point of interconnection with another CLEC, Exchange Carrier, Interexchange Carrier or Wireless Carrier. USWC will provide this transit service through local and access tandem switches. CLEC may also provide USWC with transit service.
- b. The Parties expect that all networks involved in transporting transit traffic will deliver calls to each involved network with CCS/SS7 protocol and the appropriate ISUP/TCAP message to facilitate full interoperability and billing functions. In all cases, the originating company is responsible to follow the EMR standard and to exchange records with both the transiting company and the terminating company, to facilitate the billing process to the originating network.
- c. The Parties will use industry standards developed to handle the provision and billing of Switched Access by multiple providers (MECAB, MECOD and the Parties' FCC tariffs), including the one-time provision of notification to CLEC of the billing name, billing address and carrier identification codes of all interexchange carriers originating or terminating at each USWC access tandem.

4. Toll Traffic.

- a. Toll traffic routed to an access tandem, or directly routed to an end office, will be terminated as Switched Access Service. Traffic terminated at the access tandem will be routed to the end offices within the LATA that subtend the USWC access tandem switch. Switched Access Service also allows for termination at an end office or tandem via direct trunked circuits provisioned either by USWC or CLEC.

**D. Rate Structure--Local Traffic**

1. Call Termination

- a. The Parties agree that call termination rates as described in Appendix A will apply reciprocally for the termination of local/EAS traffic per minute of use.
- b. For traffic terminated at an USWC or CLEC end office, the end office call termination rate in Appendix A shall apply.
- c. For traffic terminated at a USWC or CLEC tandem switch, the tandem call termination rate in Appendix A shall apply. The tandem call termination rate provides for end office call termination, tandem switched transport and tandem switching.

- d. For purposes of call termination, the initial CLEC switch shall be treated as an end office switch.
- e. For purposes of call termination, this Agreement recognizes the unique status of traffic originated by and terminated to enhanced service providers. These parties have historically been subject to an access charge exemption by the FCC which permits the use of Basic Exchange Telecommunications Service as a substitute for switched access service. USWC expects that the FCC will address this exemption in its forthcoming access charge reform proceeding. Until any such reform affecting enhanced service providers is accomplished, USWC believes it is appropriate to exempt traffic originated to and terminated by enhanced service providers from the reciprocal compensation arrangements of this Agreement.

2. Transport

- a. If the Parties elect to each provision their own one-way trunks to the other Party's end office for the termination of local traffic, each Party will be responsible for its own expenses associated with the trunks and no transport charges will apply. Call termination charges shall apply as described above.
- b. If one Party desires to purchase direct trunk transport from the other Party, the following rate elements will apply. Transport rate elements include the direct trunk transport facilities between the POI and the terminating party's tandem or end office switches.. The applicable rates are described in Appendix A.
- c. Direct-trunked transport facilities are provided as dedicated DS3 or DS1 facilities without the tandem switching functions, for the use of either Party between the point of interconnection and the terminating end office or tandem switch.
- d. If the Parties elect to establish two-way direct trunks, the compensation for such jointly used 'shared' facilities shall be adjusted as follows. The nominal compensation shall be pursuant to the rates for direct trunk transport in Appendix A. The actual rate paid to the provider of the direct trunk facility shall be reduced to reflect the provider's use of that facility. The adjustment in the direct trunk transport rate shall be a percentage that reflects the provider's relative use (i.e., originating minutes of use) of the facility in the busy hour.
- e. Multiplexing options are available at rates described in Appendix A.

**E. Rate Structure--Toll Traffic.**

1. Applicable Switched Access Tariff rates, terms, and conditions apply to toll traffic routed to an access tandem, or directly to an end office. Relevant rate elements include Direct Trunk Transport (DTT) or Tandem Switched Transport (TST), Interconnection Charge (IC), Local Switching, and Carrier Common Line, as appropriate.

**F. Rate Structure--Transit Traffic.**

1. Applicable switched access, Type 2 or LIS transport rates apply for the use of USWC's network to transport transit traffic. For transiting local traffic, the applicable local transit rate applies to the originating party per Appendix A. For transiting toll traffic, the Parties will charge the applicable switched access rates to the responsible carrier. For terminating transiting wireless traffic, the Parties will charge their applicable rates to the wireless provider. For transiting wireless traffic, the parties will charge each other the applicable local transit rate.

**G. LIS Interface Code Availability And Optional Features**

1. Interface Code Availability.

Supervisory Signaling specifications, and the applicable network channel interface codes for LIS trunks, are the same as those used for Feature Group D Switched Access Service, as described in the Parties' applicable switched access tariffs.

2. Optional Features.

- a. Inband MF or SS7 Out of Band Signaling.

Inband MF signaling and SS7 Out of Band Signaling are available for LIS trunks. MF signaling or SS7 Out-of-Band Signaling must be requested on the order for the new LIS trunks. Provisioning of the LIS trunks equipped with MF signaling or SS7 Out of Band Signaling is the same as that used for Feature Group D Switched Access. Common Channel Signaling Access Capability Service, as set forth in Section XXVIII herein, must be ordered by CLEC when SS7 Out-of-Band Signaling is requested on LIS trunks.

- b. Clear Channel Capability.

Clear Channel Capability permits 24 DS0-64 kbit/s services or 1.536 Mbit/s of information on the 1.544 Mbit/s line rate. Clear Channel Capability is available for LIS trunks equipped with SS7 Out-of-Band Signaling. Clear Channel Capability is only available on trunks to USWC's access tandem switch or USWC's end office switches (where available); (Clear Channel Capability is not

available on trunks to USWC's local tandem switches or end offices where it is currently not deployed. CLEC agrees to use the Network Interconnection and Unbundled Element Request process to request clear channel capability for such additional switches. Prices for such additional clear channel capability, if any, will be established through the NIUER Process). Clear Channel Capability must be requested on the order for the new LIS trunks. The provisioning of the LIS trunks equipped with Clear Channel Capability is the same as that used for Feature Group D Switched Access Service. USWC will provide CLEC with a listing of USWC end offices, local tandems and access tandems equipped with clear channel capability.

#### **H. Measuring Local Interconnection Minutes**

1. Measurement of terminating Local Interconnection Minutes begins when the terminating LIS entry switch receives answer supervision from the called end user's end office indicating the called end user has answered. The measurement of terminating call usage over LIS trunks ends when the terminating LIS entry switch receives disconnect supervision from either the called end user's end office, indicating the called end user has disconnected, or CLEC's point of interconnection, whichever is recognized first by the entry switch.
2. USWC and CLEC are required to provide each other the proper call information (e.g., originated call party number and destination call party number, etc.) to enable each Party to issue bills in a complete and timely fashion.

#### **I. Testing**

##### **1. Acceptance Testing**

At the time of installation of an LIS trunk group, and at no additional charge, the Parties will cooperatively test the same parameters tested for terminating Feature Group D Switched Access Service. Please see USWC's applicable switched access tariff for the specifications.

##### **2. Testing Capabilities**

- a. Terminating LIS testing is provided where equipment is available, with the following test lines: seven-digit access to balance (100 type), milliwatt (102 type), nonsynchronous or synchronous, automatic transmission measuring (105 type), data transmission (107 type), loop-around, short circuit, open circuit, and non-inverting digital loopback (108 type).
- b. In addition to LIS acceptance testing, other tests are available (e.g., additional cooperative acceptance testing, automatic



scheduled testing, cooperative scheduled testing, manual scheduled testing, and non-scheduled testing) at the applicable tariff rates.

## **J. Ordering**

1. When ordering LIS, the ordering Party shall specify on the service order:  
1) the type and number of interconnection facilities to terminate at the point of interconnection in the serving wire center; 2) the type of interoffice transport, (i.e., direct trunk transport or tandem switched transport); 3) the peak busy hour CCS from the CLEC end office; 4) the number of trunks to be provisioned at a local exchange office or tandem; 5) and any optional features (see form Appendix B). When the ordering Party requests facilities, routing, or optional features different than those determined to be available, the Parties will work cooperatively in determining an acceptable configuration, based on available facilities, equipment and routing plans.
2. When the ordering Party initially orders a DS3 interconnection facility, in conjunction with tandem switched transport to a tandem, or DS3 direct trunk transport facilities to a tandem or local exchange office, the provider will forward the appropriate DS1 facility record information necessary to identify the circuit facility assignment (CFA). On subsequent orders utilizing existing DS3 interconnection facilities, or DS3 direct trunk transport facilities, the provider will assign the DS1 facility to the DS 3 interconnection facility or DS3 direct trunk transport facility, as directed by the ordering Party.
3. A joint planning meeting will precede CLEC and USWC trunking orders. These meetings will result in the transmittal of Access Service Requests (ASRs) to initiate order activity. A Party requesting tandem interconnection will provide its best estimate of the traffic distribution to each end office subtending the tandem.
4. Service intervals and due dates for negotiated arrangements will be determined on an individual case basis.

## **K. Billing Arrangements**

1. USWC and CLEC desire to submit separate bills, pursuant to their separate tariffs, to interexchange carriers for their respective portions of jointly provided switched access service.

Based on the negotiated POI, the Parties will agree on a meet point percentage to enable the joint provisioning and billing of Switched Access Services to third parties in conformance with the Meet-Point Billing guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents and referenced in USWC's Switched Access Tariffs. The Parties understand and agree that MPB

arrangements are available and functional only to/from Interexchange Carriers who directly connect with the tandem(s) that CLEC sub-tends in each LATA.

2. The parties will use reasonable efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
3. As detailed in the MECAB document, CLEC and USWC will exchange all information necessary to bill third parties for Switched Access Services traffic jointly handled by CLEC and USWC via the meet point arrangement in a timely fashion. Information shall be exchanged in Exchange Message Record ("EMR") format (Bellcore Standard BR 010-200-010, as amended) on magnetic tape or via a mutually acceptable electronic file transfer protocol. The Parties will exchange records pursuant to this paragraph without additional compensation.
4. The Parties will agree upon reasonable audit standards and other procedures as required to ensure billing accuracy.
5. Each company will bill the IXC's the appropriate rate elements in accordance with their respective interstate and intrastate tariffs, as follows:

<u>Rate Element</u>	<u>Billing Company</u>
Carrier Common Line	Dial Tone Provider
Local Switching	Dial Tone Provider
Interconnection Charge	Dial Tone Provider
Local Transport Termination	Based on negotiated BIP
Local Transport Facility (also called Tandem Transmission per mile)	Based on negotiated BIP
Tandem Switching	Access Tandem Provider
Entrance Facility	Access Tandem Provider

6. For originating 800/888 traffic routed to an access tandem, the tandem provider will perform 800/888 database inquiry and translation functions and bill the inquiry charge and translation charge (if any) to the interexchange carrier pursuant to tariff.

**L. Mileage Measurement**

Where required, the mileage measurement for LIS facilities and trunks is determined in the same manner as the mileage measurement for Feature Group D Switched Access Service.

**M. Construction Charges**

If applicable, construction charges will apply as detailed in Section XXIX of this Agreement.

## **N. Network Management**

1. Protective Protocols.
  - a. Either party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each others network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload.
2. CLEC and U S WEST shall cooperate and share pre-planning information where available and in compliance with federal and state regulations, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network. Furthermore, INP numbers may only be used consistent with network efficiency and integrity, i.e., inhibitions on mass calling events.

## **O. Usage Measurement**

1. When applicable, each Party shall provide:
  - a. Each party shall provide Bellcore AMA formatted records to generate bills to the other party.
  - b. Measurement of minutes of use over Local Interconnection Trunk groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill-round and then rounded to the next whole minute.
  - c. Total traffic volume described in terms of minutes and messages and by call type (local, toll, and other) terminated to each other over the Local Interconnection Trunk Groups.

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## VI. INTERCONNECTION

### A. Definitions

1. "Interconnection" is the linking of the U S WEST and CLEC networks for the mutual exchange of traffic. Interconnection does not include the transport and termination of traffic. Interconnection is provided by virtual or physical collocation, entrance facilities or meet point arrangements.
2. "Interconnection Point" or "IP" means the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between CLEC and U S WEST for the local interconnection of their networks.
3. U S WEST will provide interconnection at any technically feasible point, subject to negotiations between the Parties; such points to include, but not limited to, a Meet Point, the line side of the local switch, the trunk side of the local switch, trunk interconnection points of the tandem switch, central office cross-connect points, and signaling transfer points necessary to exchange traffic and access call related databases.

### B. Location of Interconnection

1. CLEC will be responsible for implementing and maintaining its network on its side of the IP. U S WEST will be responsible for implementing and maintaining its network on its side of the IP. If and when the parties choose to interconnect at a Meet Point, CLEC and U S WEST will jointly provision the fiber optic facilities that connect the two networks and shall proportionately share the financial and other responsibilities for that facility based on the reasonably negotiated Meet Point percentage.
2. If interconnection is complicated by the presence of environmental contamination or hazardous materials, and an alternative route is available, U S WEST shall make such alternative route available for CLEC's consideration.

### C. Collocation

Interconnection may be accomplished through either virtual or physical collocation. The terms and conditions under which collocation will be available are described in Section \_\_\_\_\_ herein.

### D. Entrance Facility

Interconnection may be accomplished through the provision of an entrance facility. An entrance facility extends from the Point of Interconnection to the CLEC's collocated space. The rates for entrance facilities are provided in Appendix \_\_\_\_\_.

## **E. Quality of Interconnection**

U S WEST will not, for the purpose of interconnection, provide to a CLEC less favorable terms and conditions than it provides itself or any other party or in a manner less efficient than it would impose on itself or any other party. The quality of interconnection will be at least equal to that U S WEST provides to itself or any other party. To the extent that a CLEC requests higher or lower quality interconnection, the CLEC agrees to use the New Interconnection/Unbundled Element Request procedure described in Section \_\_\_\_\_.

## **F. Points of Interface (POI)**

Upon the request for specific point to point routing, U S WEST will make available to CLEC information indicating the location and technical characteristics of U S WEST's network facilities. The following alternatives are negotiable: (1) a DS1 or DS3 entrance facility, where facilities are available (where facilities are not available and U S WEST is required to build, special construction charges will apply.); (2) Virtual Collocation; (3) Physical Collocation; and (4) negotiated meet point facilities. Each Party is responsible for providing its own facilities up to the meet point. The Parties will negotiate the facilities arrangement between their networks.

## **G. Trunking Requirements**

1. USWC agrees to provide designed interconnection facilities that meet the same technical criteria and service standards, such as probability of blocking in peak hours and transmission standards, in accordance with industry standards.
2. The parties shall initially reciprocally terminate local exchange traffic and IntraLATA/InterLATA toll calls originating on each other's networks as follows:
  - a. There shall be no restrictions on traffic types carried. Until the access structure is revised, to accommodate non-segregated traffic, pursuant to rules promulgated by the FCC or state commissions, two-way trunk groups will be established wherever practical, based upon CLEC's request. Exceptions to this provision will not be based on technical infeasibility, but will be based on billing, signaling, and network requirements. For example, (1) billing requirements - switched access vs. local traffic, (2) signaling requirements - MF vs. SS7, (3) network requirements - directory assistance traffic to TOPS tandems, and (4) one-way trunks for 911/E911. The following is the current list of traffic types that require separate trunk groups, unless specifically otherwise stated in this Agreement:

- i. IntraLATA toll and interLATA switched access trunks
  - ii. EAS/local trunks
  - iii. Directory Assistance trunks
  - iv. 911/E911 trunks
  - v. Operator services trunks
  - vi. Non-U S WEST toll
  - vii. Non-U S WEST local
  - viii. Commercial Mobile Radio Service/Wireless traffic
3. Separate trunk groups will be established connecting CLEC's switch or CLEC's operator service center to U S WEST's operator service center for operator-assisted busy line interrupt/verify. For traffic from the U S WEST network to CLEC for Operator Services, U S WEST will provide one trunk group per LATA served by the local U S WEST switch.
4. Trunk group connections will be made at a DS1 or multiple DS1 level for exchange of EAS/local, intraLATA toll, wireless/Commercial Mobile Radio Service, and switched access traffic. Ancillary service trunk groups will be made below a DS1 level, as negotiated.
5. Trunk Servicing
- a. Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request (ASR), or another industry standard eventually adopted to replace the ASR for local service ordering.
  - b. As discussed in this Agreement, both parties will jointly manage the capacity of Local Interconnection Trunk Groups. U S WEST's [Trunk Servicing Group] will send a Trunk Group Service Request (TGSR), or another industry standard eventually adopted to replace the TGSR, to CLEC to trigger changes U S WEST desires to the Local Interconnection Trunk Groups based on U S WEST's capacity assessment. CLEC will issue an ASR to U S WEST:
    - i. within 10 business days after receipt of the TGSR upon review of and in response to U S WEST's TGSR, or
    - ii. At any time as a result of CLEC's own capacity management assessment, to begin the provisioning process. The interval used for the provisioning of Local Interconnection Trunk Groups shall be no longer than the standard interval for the provisioning of U S WEST's Switched Access service and shall be consistent with U S WEST's actual provisioning intervals for its own Switched Access customers. Where the installation of Local Interconnection Trunk Groups is required within a time that is shorter than the standard interval, the Parties

will make all reasonable efforts and cooperate in good faith to ensure that the mutually agreed upon due date is met.

- c. Orders that comprise a major project may be submitted at the same time, in which case their implementation shall be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders or related activities between and among U S WEST and CLEC work groups, including but not limited to the initial establishment of Local Interconnection or Meet Point trunk groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

#### 5. Trunking Requirements

- a. U S WEST agrees to provide designed interconnection facilities that meet the same technical criteria and service standards, such as probability of blocking in peak hours and transmission standards, in accordance with industry standards.
- b. Trunk group connections will be made at a DS1 or multiple DS1 level for exchange of EAS/local, intraLATA toll, wireless/Commercial Mobile Radio Service, and switched access traffic. Ancillary service trunk groups will be made below a DS1 level, as negotiated.
- c. Where CCS is not available, in-band multi-frequency (MF) wink start signaling will be provided. This MF arrangement will require a separate Local Trunk Circuit between CLEC's switch and U S WEST's tandems. Reference Technical Pub. TR-314 and TR394.

#### H. Service Interruptions

1. Standards and procedures for notification of trunk disconnects will be jointly developed by the Parties within 90 days of the effective date of this agreement. Neither Party shall be expected to maintain active status for a trunk disconnected by the other Party for an extended or indefinite period of time.
2. The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not: 1) interfere with or impair service over any facilities of the other Party; its affiliated companies, or its connecting and concurring carriers involved in its services; 2) cause damage to their plant; 3) violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees



of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service."

3. Each Party shall be solely responsible, and bear the expense, for the overall design of its services. They shall also be responsible for any redesign or rearrangement of its services that may be required because of changes in facilities, operations or procedures, minimum network protection criteria, and operating or maintenance characteristics of the facilities. If one Party creates a circumstance causing additional costs to the other Party, the other Party may collect construction charges from the first Party.
4. To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate and define a Trouble Reporting Control Office (TRCO) for such service. Each Party shall furnish a trouble reporting telephone number for the designated TRCO. This number shall have access to the location where facility records are normally located and where current status reports on any trouble reports are readily available. Current and historical trouble reports will be made available, if necessary. Alternative out-of-hours procedures shall be established to ensure access to a location that is staffed and has the authority to initiate corrective action.
5. Where new facilities, services and arrangements are installed to rectify the service interruption, the TRCO shall ensure that continuity exists and take appropriate transmission measurements before advising the other Party that the new circuit is ready for service.
6. Before either Party reports a trouble condition, they shall use reasonable efforts to isolate the trouble.
7. In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to other interconnecting carriers.
8. The Parties shall cooperate in isolating trouble conditions.

#### **I. Forecasting**

1. The Parties agree that during the first year of interconnection, joint forecasting and planning meetings will take place no less frequently than once per quarter.
2. The Parties shall establish joint forecasting responsibilities for traffic utilization over trunk groups. Intercompany forecast information must be provided by the Parties to each other four times a year. The quarterly forecasts shall include forecasted requirements for each trunk group identified in Paragraph G(2) of this Section. In addition, the forecast shall include, for tandem-switched traffic, the quantity of tandem-switched

traffic forecasted for each subtending end office. The Parties recognize that, to the extent historical traffic data can be shared between the Parties, the accuracy of the forecasts will improve. Forecasts shall be for a minimum of three (current and plus-1 and plus-2) years and include:

- a) The use of Common Language Location Identifier (CLLI-MSG), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100;
  - b) A description of major network projects anticipated for the following six months that could affect the other Party. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period. This planning will include the issues of network capacity, forecasting and compensation calculation, where appropriate.
  - c) If forecasts vary significantly:
    - i. If the Parties are unable to reach such a reconciliation, the Local interconnection Trunk Groups shall be provisioned to the higher forecast. At the end of three months, the utilization of the Local Interconnection Trunk Groups will be reviewed and if the average CCS utilization for the third month is under seventy five percent (75%) of capacity, either party may issue an order to resize the trunk group, which shall be left with not less than twenty five percent (25%) excess capacity.
    - ii. If the Parties agree on the original forecast and then it is determined that a trunk group is under seventy five percent (75%) of CCS capacity on a monthly-average basis for each month of any three-month period, either party may issue an order to resize the trunk group, which shall be left with not less than twenty five percent (25%) excess capacity. In all cases, grade of service objectives identified in this agreement shall be maintained.
3. Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.
  4. Trunking can be established to tandems or end offices or a combination of both via either one-way or two-way trunks. Trunking will be at the DS-0 level, DS-1 level, DS-level, or any other technically feasible level, subject to network disclosure requirements of the FCC. Initial trunking will be established between the CLEC switching centers and U S WEST's access tandem(s). The Parties will utilize direct end office trunking under the following conditions:

- a) Tandem exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to, support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between CLEC and U S WEST subscribers.
  - b) Mutual agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above and agreement will not unreasonably be withheld.
5. Traffic volume - The Parties shall install and retain direct end office trunking sufficient to handle actual or reasonably forecast traffic volumes, whichever is greater, between an CLEC switching center and a U S WEST end office where the local traffic exceeds or is forecasted to exceed 512 CCS at the busy hour.

6. Grade of Service:

A blocking standard of one percent (.01) during the average busy hour, as defined by each party's standards, for final trunk groups between a CLEC end office and a U S WEST access tandem carrying meet point traffic shall be maintained. All other final trunk groups are to be engineered with a blocking standard of one percent (.01). Direct end office trunk groups are to be engineered with a blocking standard of one percent (.01).

**J. Signaling**

1. Signaling protocol. The Parties will interconnect their networks using SS7 signaling as defined in GR-317 and GR-394 including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the interconnection of their networks. All appropriate industry standards for signaling interoperability will be followed.
2. The Parties will provide CCS to each other in conjunction with all trunk groups supporting local, transit, and toll traffic. The Parties will cooperate on the exchange of TCAP messages to facilitate full inter-operability of CCS-based features between their respective networks, including all CLASS features and functions. All CCS signaling parameters will be provided including automatic number identification (ANI), originating line information (OLI), calling party category, charge number, etc. For terminating FGD, the Parties will pass CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as Transit Network Selection ("TNS") parameter (CCS platform) and CIC/OZZ information (non-CCS environment) will be provided by the Parties wherever such information is needed for call routing or billing. The Parties will follow all appropriate industry standards pertaining to TNS and CIC/OZZ codes.

3. Standard interconnection facilities shall be Extended Superframe (ESF) with B8ZS line code. Where ESF/B8ZS is not available, CLEC will agree to using other interconnection protocols on an interim basis until the standard ESF/B8ZS is available. U S WEST will provide anticipated dates of availability for those areas not currently ESF/B8ZS compatible.
4. Where CLEC is unwilling to utilize an alternate interconnection protocol, CLEC will provide U S WEST an initial forecast of 64 Kbps Clear Channel Capability ("64K CCC") trunk quantities within 30 days of executing this Agreement consistent with the forecasting agreements between the Parties. Upon receipt of this forecast, the Parties will begin joint planning for the engineering, procurement, and installation of the designated 64K CCC Local Interconnection Trunk Groups, and the associated B8ZS Extended Super Frame ("ESF") facilities, for the purpose of transmitting 64K CCC data calls between CLEC and U S WEST. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, CLEC, or U S WEST internal customer demand for 64K CCC trunks. Where technically feasible, these trunks will be established as two-way.

## VII. COLLOCATION

### A. General Description

1. Collocation means the right of CLEC to place equipment of its choice in the U S WEST central offices, serving wire centers and tandem offices. This equipment may be placed via either a physical or virtual collocation arrangement. With physical collocation, CLEC obtains dedicated space to place and maintain its equipment. With virtual collocation, U S WEST will install and maintain equipment that CLEC provides to U S WEST. Collocation also includes U S WEST providing resources necessary for the operation and economical use of collocated equipment. POIs for network interconnection can be established through virtual or physical collocation arrangements.
2. Collocation is offered for network interconnection between the Parties. The collocated party may cross connect to other collocated parties via expanded interconnection channel terminations provided by U S WEST, provided that CLEC's collocated equipment is used for interconnection with U S WEST or access to U S WEST's unbundled network elements.
3. CLEC is responsible for bringing its own or leased facilities to the U S WEST-designated point of interconnection. U S WEST will extend CLEC's facilities from the POI to the cable vault within the wire center. If necessary, U S WEST may bring the facilities into compliance with U S WEST internal fire code standards and extend the facilities to the collocated space.
4. CLEC will be provided two points of entry into the U S WEST wire center only when there are at least two existing entry points for U S WEST cable and when there are vacant entrance ducts in both.
5. CLEC may collocate transmission equipment (including Digital Cross Connect System) to terminate basic transmission facilities. CLEC may not collocate equipment used to provide enhanced services, or switching equipment. CLEC must identify what equipment will be installed, to allow for U S WEST to use this information in engineering the power, floor loading, heat release, environmental participant level, and HVAC.
6. CLEC may collocate the amount and type of equipment it deems necessary in its collocated space in accordance with FCC Rules and Regulations.
7. Consistent with U S WEST's internal practice, within ten (10) business days of CLEC's request for any space, U S WEST shall provide information available to it regarding the environmental conditions of the

space provided for placement of equipment and interconnection, including, but not limited to, the existence and condition of asbestos, lead paint, hazardous substance contamination, or radon. Information is considered "available" under this Agreement if it is in the possession of the environmental health and safety organization.

8. U S WEST shall allow CLEC to perform any environmental site investigations, including, but not limited to, asbestos surveys, which CLEC deems to be necessary in support of its collocation needs. CLEC shall advise U S WEST in writing of its intent to conduct such investigation, and shall receive written approval from U S WEST to proceed. CLEC shall indemnify U S WEST according to Section \_\_\_\_\_ of this agreement for any loss or claim for damage suffered by U S WEST as a result of CLEC's actions during any site inspection.
9. If the space provided for the placement of equipment, interconnection, or provision of service contains environmental contamination or hazardous material, particularly but not limited to asbestos, lead paint or radon, which makes the placement of such equipment or interconnection hazardous, U S WEST shall offer an alternative space, if available, for CLEC's consideration.

#### **B. Virtual Collocation**

1. U S WEST shall provide virtual collocation for the purpose of interconnection or access to unbundled Network Elements subject to the rates, terms and conditions of this Agreement.
2. CLEC will not have physical access to the U S WEST wire center building pursuant to a virtual collocation arrangement.
3. CLEC will be responsible for obtaining and providing to U S WEST administrative codes, e.g., common language codes, for all equipment specified by CLEC and installed in wire center buildings.
4. CLEC will be responsible for payment of training of U S WEST employees for the maintenance, operation and installation of CLEC's virtually collocated equipment when that equipment is different than the equipment used by U S WEST. Training conditions are further described in the Virtual Collocation Rate Element section following.
5. CLEC will be responsible for payment of reasonable charges incurred as a result of agreed upon maintenance and/or repair of CLEC's virtually collocated equipment.
6. U S WEST does not guarantee the reliability of CLEC's virtually collocated equipment, but U S WEST is responsible for proper installation, maintenance, or repair of such equipment.

7. CLEC is responsible for ensuring the functionality and interoperability of virtually collocated SONET equipment provided by different manufacturers.
8. CLEC will transfer possession of CLEC's virtually collocated equipment to U S WEST via a no cost lease. The sole purpose of the lease is to provide U S WEST with exclusive possessory rights to CLEC's virtually collocated equipment. Title to the CLEC virtually collocated equipment shall not pass to U S WEST.
9. Installation, maintenance, and repair of CLEC's virtually collocated equipment will be performed by U S WEST or a U S WEST authorized vendor. U S WEST will maintain CLEC's virtually collocated equipment in a non-discriminatory manner. Maintenance includes the change out of electronic cards provided by CLEC and per CLEC's request.
10. CLEC shall ensure that upon receipt of the CLEC virtually collocated equipment by U S WEST, it will make available all access to ongoing technical support to U S WEST, as available under the equipment warranty or other terms and conditions, all at CLEC's expense. The interconnector shall advise the manufacturer and seller of the virtually collocated equipment that it will be possessed, installed and maintained by U S WEST.
11. CLEC's virtually collocated equipment must comply with the Bellcore Network Equipment Building System (NEBS) Generic Equipment Requirements TR-NWT-000063, electromagnetic compatibility (EMC) per GR-1089-CORE, Company wire center environmental and transmission standards and any statutory (local, state or federal) and/or regulatory requirements, all of the foregoing which may be in effect at the time of equipment installation or that subsequently become effective. CLEC shall provide U S WEST interface specifications (e.g., electrical, functional, physical and software) of CLEC's virtually collocated equipment.
12. CLEC must specify all software options and associated plug-ins for its virtually collocated equipment.
13. CLEC is responsible for purchasing and maintaining a supply of spares. Upon failure of the CLEC virtually collocated equipment, CLEC is responsible for transportation and delivery of maintenance spares to U S WEST at the wire center housing the failed equipment.
14. Where CLEC is Virtually Collocated in a premises which was initially prepared for Virtual Collocation, CLEC may elect to retain its Virtual Collocation in that premises and expand that Virtual Collocation according to the rates, terms and conditions of this Agreement,

### **C. Physical Collocation**

1. U S WEST shall provide to CLEC Physical Collocation of equipment necessary for Interconnection or for access to unbundled Network Elements, except that U S WEST shall provide for Virtual collocation where space is available or expansion or rearrangement is possible if U S WEST demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act. CLEC shall pay a prorated amount for expansion of said space. U S WEST shall provide such Collocation for the purpose of Interconnection or access to unbundled Network Elements, except as otherwise mutually agreed to in writing by the Parties or as required by the FCC or the appropriate Commission subject to the rates, terms and conditions of this Agreement.
2. Where CLEC is Virtually Collocated in a premises which was initially prepared for Virtual Collocation, CLEC may elect, unless it is not practical for technical reasons or because of space limitations, to convert its Virtual Collocation to physical collocation at such premises in which case CLEC shall coordinate the construction and rearrangement with U S WEST of its equipment (IDLC and transmission) and circuits for which CLEC shall pay U S WEST at applicable rates, and pursuant to the other terms and conditions in this Agreement. In addition, all applicable Physical Collocation recurring charges shall apply.
3. CLEC will be allowed access to the POI on non-discriminatory terms. CLEC owns and is responsible for the installation, maintenance and repair of its equipment located within the space rented from U S WEST.
4. CLEC must use leased space as soon as reasonably possible and may not warehouse space for later use or sublease to another provider. Physical collocation is offered on a space-available, first come, first-served basis.
5. The minimum standard leasable amount of floor space is 100 square feet. CLEC must efficiently use the leased space; no more than 50% of the floor space may be used for storage cabinets and work surfaces.
6. CLEC's leased floor space will be separated from other competitive providers and U S WEST space through cages or hard walls. CLEC may elect to have U S WEST construct the cage, or choose from U S WEST approved contractors to construct the cage, meeting U S WEST's installation Technical Publication 77350. Any deviation to CLEC's request must be approved.
7. The following standard features will be provided by U S WEST:
  - a. Heating, ventilation and air conditioning.



- b. Smoke/fire detection and any other building code requirement.
8. U S WEST Responsibilities.
- a. Design the floor space within each location which will constitute CLEC's leased space.
  - b. Ensure that the necessary construction work is performed on a timely basis to build CLEC's leased physical space and the riser from the vault to the leased physical space.
  - c. Develop a quotation specific to CLEC's request.
  - d. Extend U S WEST-provided and owned fiber optic cable from the POI through the cable vault and extending the cable to CLEC's leased physical space or place the cable in fire retardant tubing prior to extension to CLEC's leased physical space.
  - e. Installation and maintenance and all related activity necessary to provide Channel Termination between U S WEST's and CLEC's equipment.
  - f. Work cooperatively with CLEC in matters of joint testing and maintenance.
9. CLEC Responsibilities
- a. Determine the type of enclosure for the physical space.
  - b. Procure, install and maintain all fiber optic facilities up to the U S WEST designated POI.
  - c. Provide for installation, maintenance, repair and service of all CLEC's equipment located in the leased physical space.
  - d. Ensure that all equipment installed by CLEC complies with Bellcore Network Equipment Building System Generic Equipment requirements, U S WEST environmental and transmission standards, and any statutory (local, federal, or state) or regulatory requirements in effect at the time of equipment installation or that subsequently become effective.
10. The installation of any interconnection service will be coordinated between the Parties so that CLEC may utilize those services once CLEC has accepted its leased physical space.
11. If, at any time, U S WEST reasonably determines that the equipment or the installation does not meet standard industry requirements, such failure being due to actions of CLEC or its agents, CLEC will be

responsible for the costs associated with the removal, modification to, or installation of the equipment to bring it into compliance. If CLEC fails to correct any non-compliance within thirty (30) calendar days or as reasonably practical of written notice of non-compliance, U S WEST may have the equipment removed or the condition corrected at CLEC's expense.

12. If, during installation, U S WEST reasonably determines CLEC activities or equipment are unsafe, non-industry standard or in violation of any applicable laws or regulations, U S WEST has the right to stop work until the situation is remedied. If such conditions pose an immediate threat to the safety of personnel, interfere with the performance of U S WEST's service obligations, or pose an immediate threat to the physical integrity of the conduit system or the cable facilities, U S WEST may perform such work and/or take action as is necessary to correct the condition at CLEC's expense.
13. U S WEST shall provide basic telephone service with a connection jack as requested by CLEC from U S WEST for the collocated space. Upon CLEC's request and following the normal provisioning process, this service shall be available at the CLEC collocated space on the day that the space is turned over to CLEC by U S WEST.
14. Where available, U S WEST shall provide access to eyewash stations, bathrooms, and drinking water within the collocated facility on a twenty-four (24) hours per day, seven (7) days per week basis for CLEC personnel and its designated agents.
15. U S WEST shall provide CLEC with written notice five (5) business days prior to those instances where U S WEST or its subcontractors may be performing work that could reasonably potentially affect CLEC's service. U S WEST will make reasonable efforts to inform CLEC by telephone of any emergency related activity prior to the start of the activity that U S WEST or its subcontractors may be performing that could reasonably potentially affect CLEC's service, so that CLEC can take any action required to monitor or protect its service.
16. U S WEST shall provide information regarding the location, type, and cable termination requirements (i.e., connector type, number and type of pairs, and naming convention) for U S WEST point of termination to CLEC within five (5) business days of CLEC's acceptance of U S WEST's quote for collocated space.
17. U S WEST shall provide the dimensions for CLEC Outside Plant Fiber ingress and egress into CLEC collocated space within five (5) business days of the CLEC's acceptance of U S WEST's quote for collocated space.

18. U S WEST shall provide the sizes and number of power feeders for the collocated space to CLEC within ten (10) business days of CLEC's acceptance of U S WEST's quote for collocated space.
19. U S WEST shall provide positive confirmation to CLEC when construction of CLEC collocated space is 50% completed. This confirmation shall also include confirmation of the scheduled completion and turnover dates.
20. U S WEST shall provide the following information to CLEC within five (5) business days or as reasonably necessary of receipt of a written request from CLEC:
  - a. Additional work restriction guidelines.
  - b. U S WEST or Industry technical publication guidelines that impact the design of U S WEST collocated equipment, unless such documents are already in the possession of CLEC.
  - c. Appropriate U S WEST contacts (names and telephone numbers) for the following areas:
    - Engineering
    - Physical & Logical Security
    - Provisioning
    - Billing
    - Operations
    - Site and Building Managers
    - Environmental and Safety
  - d. Escalation process for the U S WEST employees (names, telephone numbers and the escalation order) for any disputes or problems that might arise pursuant to CLEC's collocation.
21. Power as referenced in this document refers to any electrical power source supplied by U S WEST for CLEC equipment. U S WEST will supply power to support CLEC equipment at equipment specific DC and AC voltages. At a minimum, U S WEST shall supply power to CLEC at parity with that provided by U S WEST to itself. If U S WEST performance, availability, or restoration falls below industry standards, U S WEST shall bring itself into compliance with such industry standards as soon as technologically feasible.
  - a. Central office power supplied by U S WEST into the CLEC equipment area, shall be supplied in the form of power feeders (cables) on cable racking into the designated CLEC equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of CLEC equipment. The termination location shall be mutually agreed upon by the Parties.

- b. U S WEST power equipment supporting CLEC's equipment shall:
  - i. Comply with applicable industry standards (e.g., Bellcore, NEBS, IEEE, UL, and NEC) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices, and physical equipment layout;
  - ii. Have redundant power feeds with physical diversity and battery back-up as required by the equipment manufacturer's specifications for CLEC equipment, or, at minimum, at parity with that provided for similar U S WEST equipment at that location;
  - iii. Provide central office ground, connected to a ground electrode located within the CLEC collocated space, at a level above the top of CLEC equipment plus or minus 2 feet to the left or right of CLEC's final request; and
  - iv. The U S WEST quote shall include
    - (a) Provide an installation sequence and access that will allow installation efforts in parallel without jeopardizing personnel safety or existing services of either Party.
  - v. Provide cabling that adheres to Bell Communication Research (Bellcore) Network Equipment-Building System (NEBS) standards TR-EOP-000063;
  - vi. Provide Lock Out-Tag Out and other electrical safety procedures and devices in conformance with the most stringent of OSHA or industry guidelines;
  - vii. Installed equipment shall meet Bellcore specifications.

#### **D. Collocation Rate Elements**

##### **1. Common Rate Elements**

The following rate elements are common to both virtual and physical collocation:

- a. **Quote Preparation Fee.** This covers the work involved in developing a quotation for CLEC for the total costs involved in its collocation request.

- b. Entrance Facility. Provides for fiber optic cable on a per 2 fiber increment basis from the point of interconnection utilizing U S WEST owned, conventional single mode type of fiber optic cable to the collocated equipment (for virtual collocation) or to the leased space (for physical collocation). Entrance facility includes riser, fiber placement, entrance closure, conduit/innerduct, and core drilling.
  - c. Cable Splicing. Represents the labor and equipment to perform a subsequent splice to the CLEC provided fiber optic cable after the initial installation splice. Includes a per-setup and a per-fiber-spliced rate elements.
  - d. 48 Volt Power. Provides 48 volt power to the CLEC collocated equipment. Charged on a per ampere basis.
  - e. 48 Volt Power Cable. Provides for the transmission of -48 Volt DC power to the collocated equipment. 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 physical collocation) or to the collocated equipment (for virtual collocation).
  - f. Inspector Labor. Provides for the U S WEST qualified personnel necessary when CLEC requires access to the point of interconnection after the initial installation or access to its physical collocation floor space, where an escort is required. A call-out of an inspector after business hours is subject to a minimum charge of 4 hours. Maintenance Labor, Inspector Labor, Engineering Labor and Equipment Labor business hours are considered to be Monday through Friday, 8:00 am to 5:00 pm and after business hours are after 5:00 pm and before 8:00 am, Monday through Friday, all day Saturday, Sunday and holidays.
9. Expanded Interconnection Channel Regeneration. Required when the distance from the leased physical space (for physical collocation) or from the collocated equipment (for virtual collocation) to the U S WEST network is of sufficient length to require regeneration.

1. Physical Collocation Rate Elements

The following rate elements apply only to physical collocation arrangements:

- a. Enclosure Buildout. The Enclosure Buildout element, either Cage or Hardwall, includes the material and labor to construct the enclosure specified by CLEC or CLEC may

choose from U S WEST approved contractors to construct the cage, meeting U S WEST's installation Technical Publication 77350. It includes the enclosure (cage or hardwall), air conditioning (to support CLEC loads specified), lighting (not to exceed 2 watts per square foot), and convenience outlets (3 per cage or number required by building code for the hardwall enclosure). Also provides for humidification, if required.

- b. Pricing for the above physical collocation rate elements will be provided on an individual basis due to the uniqueness of CLEC's requirements, central office structure and arrangements.

## 2. Virtual Collocation Rate Elements

The following rate elements apply uniquely to virtual collocation:

- a. **Maintenance Labor**--Provides for the labor necessary for repair of out of service and/or service-affecting conditions and preventative maintenance of the CLEC virtually collocated equipment. CLEC is responsible for ordering maintenance spares. U S WEST will perform maintenance and/or repair work upon receipt of the replacement maintenance spare and/or equipment for CLEC. A call-out of a maintenance technician after business hours is subject to a minimum charge of (4) hours. Maintenance Labor, Inspector Labor, Engineering Labor and Equipment Labor business hours are considered to be Monday through Friday, 8:00 am to 5:00 pm and after business hours are after 5:00 pm and before 8:00 am, Monday through Friday, all day Saturday, Sunday and holidays.
- b. **Training Labor**--Provides for the billing of vendor-provided training for U S WEST personnel on a metropolitan service area basis, necessary for CLEC virtually collocated equipment which is different from equipment used by U S WEST. U S WEST will require three U S WEST employees to be trained per metropolitan service area in which the CLEC virtually collocated equipment is located. If, by an act of U S WEST , trained employees are relocated, retired, or are no longer available, U S WEST will not require CLEC to provide training for additional U S WEST employees for the same virtually collocated equipment in the same metropolitan area. Fifty percent of the amount of training billed to CLEC will be refunded to the original CLEC requesting training, should a second collocater or U S WEST in the same metropolitan area select the same virtually collocated equipment as CLEC. The second collocater or U S WEST will be charged one half of the original amount paid by the first collocater for the same metropolitan area.

- c. Equipment Bay--Provides mounting space for the 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.
- d. Engineering Labor--Provides the planning and engineering of the CLEC virtually collocated equipment at the time of installation, change or removal.
- e. Installation Labor--Provides for the installation, change or removal of the CLEC virtually collocated equipment.

**E. Collocation Installation Intervals**

The following intervals are common to both virtual and physical collocation:

1. Acknowledgment of Floor Space Availability. Within fifteen days of the receipt by USWC from CLEC of a Request for Collocation and an associated Quote Preparation Fee, USWC will notify CLEC whether the sufficient floor space is available to accommodate CLEC's request.
2. Quote Preparation. Within twenty-five business days of the receipt by USWC from CLEC of a Request for Collocation and an associated Quote Preparation Fee, USWC provide CLEC with a written quotation containing all nonrecurring charges for the requested collocation arrangement.
3. Quote Acceptance. Within thirty days of the receipt by CLEC of the USWC quotation, CLEC will accept the USWC proposed quotation. Acceptance shall require payment to USWC of fifty percent of the non-recurring charges provided on the quotation.
4. Completion of Enclosure Construction (physical collocation only). Within 90 days of the acceptance of the quotation by CLEC, the construction of the necessary cage/hardwall enclosure shall be completed, subject to any delays caused by government agencies beyond USWC's control. At this time, the leased floor space will be available to CLEC for installation of its collocated equipment.
5. Completion of Collocated Equipment Installation (virtual collocation only)-USWC shall complete the installation of CLEC's collocated equipment within 90 days of USWC's receipt of CLEC's collocated equipment. The installation of line cards and other minor modifications shall be performed by USWC on intervals equivalent to those that USWC applies to itself, but in no instance shall any such interval exceed 90 days.

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## VIII. NUMBER PORTABILITY

### A. Interim Number Portability (INP)

#### 1. General Terms.

- a. The Parties shall provide Interim Number Portability (INP) on a reciprocal basis to the extent technically feasible.
- b. Until permanent number portability is implemented by the industry pursuant to regulations issued by the FCC or the Commission, the Parties agree to provide INP to each other through Remote Call Forwarding, Direct Inward Dialing, or other appropriate means as agreed to by the Parties.
- c. Once permanent number portability is implemented pursuant to FCC or Commission regulation, either Party may withdraw, at any time and at its sole discretion, its INP offerings, subject to advance notice to the other Party with sufficient time to allow for coordination to allow the seamless and transparent conversion of INP customer numbers to permanent number portability. Upon implementation of permanent number portability pursuant to FCC regulations, both parties agree to conform and provide such permanent number portability. Parties agree to expeditiously convert customers from interim number portability to permanent number portability, provided that the interim service is not removed until the customer has been converted.
- d. U S WEST will update and maintain its Line Information Database ("LIDB") listings for numbers retained by the CLEC and its customer, and restrict or cancel calling cards associated with these forwarded numbers as directed by CLEC. Further, U S WEST will not block third party and collect calls to those numbers unless requested by the CLEC.
- e. The ordering Party shall specify on a per telephone number basis which method of INP is to be employed and the providing Party shall provide such method to the extent technically feasible.
- f. Where either party has activated an entire NXX, or activated a substantial portion of an NXX with the remaining numbers in that NXX either reserved for future use or otherwise unused, if these customer(s) choose to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate

industry lead-times for movement of NXXs from one switch to another.

2. Description Of Service

- a. Interim Number Portability Service ("INP") is a service arrangement that can be provided by U S WEST to CLEC or by CLEC to U S WEST.

Interim Number Portability (INP) applies to those situations where an end-user customer elects to change service providers, and they also wish to retain their existing or reserved telephone number(s). INP consists of providing the capability to route calls placed to telephone numbers assigned to one party's switches to another party's switches.

- b. INP is available as INP-Remote Call Forwarding ("INP-RCF") permitting a call to a U S WEST assigned telephone number to be translated to CLEC's dialable local number. CLEC may terminate the call as desired. Additional capacity for simultaneous call forwarding is available where technically feasible on a per path basis. CLEC will need to specify the number of simultaneous calls to be forwarded for each number ported.

- c. DID is another INP method that makes use of direct inward dialing trunks. Each DID trunk group used for INP is dedicated to carrying DID INP traffic between the U S WEST end office and the CLEC switch. Traffic on these trunks cannot overflow to other trunks, so the number of trunks shall be conservatively engineered by U S WEST. Also, inter-switch signaling is usually limited to multi-frequency (MF). This precludes passing Calling Line ID to the CLEC switch.

- d. RI-PH will route a dialed call to the U S WEST switch associated with the NXX of the dialed number. The U S WEST switch shall then insert a prefix onto the dialed number which identifies how the call is to be routed to CLEC. The prefixed dialed number is transmitted to the U S WEST tandem switch to which CLEC is connected. Route indexing is only available with seven digit local dialing.

The prefix is removed by the operation of the tandem switch and the dialed number is routed to CLEC's switch so the routing of the call can be completed by CLEC.

- i. DN-RI is a form of RI-PH that requires direct trunking between the U S WEST switch to which the ported number was originally assigned and the CLEC switch to which the number has been ported. The U S WEST switch shall

send the originally dialed number to the CLEC switch without a prefix.

ii. U S WEST shall provide RI-PH or DN-RI on an individual telephone number basis, as designated by CLEC. Where technically feasible, calls to ported numbers are first directed to the CLEC switch over direct trunks but may overflow to tandem trunks if all trunks in the direct group are occupied.

iii. For both RI-PH and DN-RI the trunks used may, at CLEC's option, be the same as those used for exchange of other local traffic with U S WEST. At CLEC's option, the trunks shall employ SS7 or in band signaling and may be one way or two way.

e. INP is subject to the following restrictions:

i. An INP telephone number may be assigned by CLEC only to CLEC's customers located within U S WEST's local calling area and toll rating area that is associated with the NXX of the portable number. This is to prevent the possibility of customers using number portability to extend the local calling area.

ii. INP is applicable only if CLEC is engaged in a reciprocal traffic exchange arrangement with U S WEST.

iii. INP is not offered for NXX Codes 555, 976, 960 and 1+ sent-paid telephones, and Service Access Codes (i.e. 500, 700, 800/888, 900). INP is not available for FGA seven-digit numbers (including foreign exchange (FEX), FX and FX/ONAL and foreign Central Office Service). Furthermore, INP numbers may only be used consistent with network efficiency and integrity, i.e., inhibitions on mass calling events.

iv. The ported telephone number will be returned to the company whose switch originally had the ported number when the ported service is disconnected. The normal intercept announcement will be provided by the porting company for the period of time until the telephone number is reassigned.

v. Certain features are not available for INP telephone numbers due to technical limitations as set forth in Appendix \_\_\_\_\_.

### 3. Ordering and Maintenance

- a. CLEC is responsible for all direct interactions with CLEC's end users with respect to ordering and maintenance.
- b. U S WEST shall exchange with CLEC SS7 TCAP messages as required for the implementation of Custom Local Area Signaling Services (CLASS) or other features available in the U S WEST network.
- c. The Parties' designated INP switch must return answer and disconnect supervision to the other Parties' switch.
- d. In accordance with the current ICONN specifications, U S WEST shall disclose to CLEC any technical or capacity limitations that would prevent use of a requested INP in a particular switching office.
- e. The Parties will develop and implement an efficient deployment process to ensure call routing integrity for toll and local calls, with the objective to eliminate customer downtime.
- f. Both the incoming and outgoing service providers should send a CARE transaction 2231 to notify IXC that access is now provided by a new service provider for that number.

### 4. Cost Recovery

The parties agree that, for the purposes of this agreement that the following cost structure is an acceptable measure of the costs incurred by the INP Provider.

- a. **Number Ported --** This cost is incurred per number ported, per month. Should the INP Requestor provide the transport from the Provider's end office to the Requestor's end office switch, a lower cost is incurred. This cost represents a single call path from the Provider's end office switch to the Requestor for the portable number.
- b. **Additional Call Path --** This cost is incurred per additional call path per month added to a particular ported telephone number. Should the INP Requestor provide the transport from the Provider's end office to the Requestor's end office switch, a lower cost is incurred.
- c. **Service Establishment -- Per Switch.** This non-recurring cost is incurred for each INP Provider's end office switch that is equipped to provide INP to the INP Requestor.

- d. Service Establishment -- Per Number -- This non-recurring cost is for each telephone number equipped with INP.
- e. The parties agree that Appendix A reasonably identifies the above costs.
- f. Each of the above costs should be borne by the INP Requestor.
- g. The parties shall, each quarter, exchange the confidential data necessary to implement the above pro-rata assignment of interim number portability costs.
- h. The INP Provider will, when using RCF, send the original ("ported") number over the interconnection arrangements as the calling party number using the signaling protocol applicable to the arrangements. The INP Requestor will capture and measure the number of minutes of INP incoming traffic. USWC will provide (and update quarterly) percentage distributions of all terminating traffic in the LATA by jurisdictional nature of the traffic: a) local; b) intrastate, intraLATA switched access; c) intrastate, interLATA switched access; d) interstate, intraLATA switched access; e) interstate, interLATA switched access.. Separate residence and business percentage distributions will be provided, to the extent possible. The Parties agree to work cooperatively to develop and exchange the data required to implement this paragraph. The appropriate percentage will be applied to the number of minutes of INP traffic in each category to determine the number of minutes eligible for additional "pass through" switched access compensation. Pass through switched access compensation will be paid at the following rates:

For all intra-LATA toll and inter-LATA minutes delivered over INP, USWC will pay, in addition to reciprocal compensation, the applicable CCLC for each minute.
- i. Rates are contained in Appendix A.

**B. Permanent Number Portability (PNP)**

- 1. Upon implementation of Permanent Number Portability (PNP) pursuant to FCC regulations, both parties agree to conform and provide such Permanent Number Portability. To the extent consistent with the FCC rules as amended from time to time, the requirements for PNP shall include the following:
- 2. Subscribers must be able to change local service providers and retain the same telephone number(s) consistent with FCC rules and regulations.

3. The PNP network architecture shall not subject alternate local exchange carriers to any degradation of service compared to U S WEST in any relevant measure, including transmission quality, switching and transport costs, increased call set-up time and post-dial delay, and CLEC shall not be required to rely on the U S WEST network for calls completing to its ported customers.
4. When an office is equipped with PNP, all NXXs in the office shall be defined as portable and translations will be changed in the Parties' switches to open those NXXs for database queries. If a switch serves multiple rate centers, then at a minimum, all of the NXXs for a rate center in that switch shall be made portable when any one of them is turned up.
5. When an NXX is defined as portable, it shall also be defined as portable in all PNP-capable offices which have direct trunks to the given switch.
6. Upon introduction of PNP in an MSA, the applicable switches will be converted according to a published schedule with no unreasonable delay. All portable NXXs shall be recognized as portable, with queries launched from these switches.
7. Prior to implementation of PNP, the Parties agree to develop, implement, and maintain efficient methods to maintain 911 database integrity when a subscriber ports to another service provider. The Parties agree that the customer should not be dropped from the 911 database during the transition.
8. When a subscriber ports to another service provider and has previously secured a reservation of line numbers from the donor provider for possible activation at some future point, these reserved but inactive numbers shall "port" along with the active numbers being ported by the subscriber. So long as CLEC maintains the reserved numbers, U S WEST shall not reassign said numbers. The Parties will allocate the revenue generated from number reservations in accordance with Schedule \_\_\_\_\_.
9. The Parties will develop and implement an efficient deployment process to ensure call routing integrity for toll and local calls.
10. Both CLEC and U S WEST shall:
  - a. Support all emergency and operator services.
  - b. Use scarce numbering resources efficiently and administer such resources in a competitively neutral manner.
  - c. Jointly cooperate with each other to provide the information necessary to rate and bill all types of calls.

- d. Jointly cooperate with each other to apply PNP consistently on a nationwide basis, and in accordance with all Federal Communication Commission directives.
11. A ten-digit code, consistent with the North American Numbering Plan, shall be used as a network address for each switch that terminates subscriber lines, i.e. an end office. This address shall support existing six-digit routing and may be implemented without changes to existing switch routing algorithms. In existing end offices, this address shall be selected from one of its existing NPA-NXXs. New end offices shall be assigned an address through normal administrative processes.
  12. PNP employs an "N-1" (N minus 1) Query Strategy for interLATA or intraLATA toll calls, by which the originating carrier will pass the call to the appropriate toll carrier who will perform a query to an external routing database and efficiently route the call to the appropriate terminating local carrier either directly or through an access tandem office.
  13. U S WEST shall furnish CLEC with the first six digits of the originating address when it supplies CLEC with the Jurisdiction Information Parameter for the Originating Address Message.
  14. U S WEST agrees to begin the introduction of PNP to end user subscribers who may begin changing local service providers and retaining their existing telephone number based on the time line set out by the FCC in its Telephone Number Portability Order (CC Docket No. 95-116), or as per a State order if such time for introduction of PNP set by the State is earlier than would result under the FCC Order.
  15. The generic requirements for the PNP alternative implemented will be in accordance with industry standard specifications.
  16. For a local call to a ported number, the originating carrier is the "N-1" carrier. It will perform an external database query as soon as the call reaches the first PNP-capable switch in the call path and pass the call to the appropriate terminating carrier. . An PNP-capable originating switch shall query on a local call to a portable NXX as soon as it determines that it (the originating switch) does not serve the dialed number.
  17. U S WEST shall be the default carrier for database queries where a participating carrier is unable to perform its own query due to abnormal conditions.
  18. U S WEST will provide CLEC PNP for subscribers moving to a different location, or staying at the same location, within the same rate center area.
  19. U S WEST will work cooperatively with other local service providers to establish the PNP Service Management System (SMS). The SMS shall

be administered by a neutral third party, to provide for the efficient porting of numbers between carriers. There must be one exclusive NPAC per portability State or region, and U S WEST shall provide all information uploads and downloads regarding ported numbers to/from, respectively, the exclusive NPAC. U S WEST and CLEC shall cooperate to facilitate the expeditious deployment of PNP through the process prescribed by the FCC, including, but not limited to, participation in the selection of a neutral third party and development of SMS, as well as SMS testing for effective procedures, electronic system interfaces, and overall readiness for use consistent with that specified for Provisioning in this Agreement.





## **IX. DIALING PARITY**

The Parties shall provide Dialing Parity to each other as required under Section 251(b)(3) of the Act. This Agreement does not impact either Party's ability to default intraLATA toll via a specific dialing pattern until otherwise required by the Act.

## X. ACCESS TO TELEPHONE NUMBERS

1. Number Resources Arrangements.
  - a. Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to the request and assignment of any NANP number resources including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines (last published by the Industry Numbering Committee ("INC") as INC 95-0407-008, Revision 4/19/96, formerly ICCF 93-0729-010). NXXs, and the initial points of interface for interconnection between the Parties' networks, will be included in Addenda to this Agreement.
  - b. To the extent USWC serves as Central Office Code Administrator for a given region, USWC will support all CLEC requests related to central office (NXX) code administration and assignments in the manner required and consistent with the Central Office Code Assignment Guidelines.
  - c. The parties shall provide local dialing parity to each other as required under Section 251(b)(3) of the Act.
  - d. The Parties will comply with code administration requirements as prescribed by the Federal Communications Commission, the Commission, and accepted industry guidelines.
  - e. It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide (LERG) guidelines to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities. The Parties will cooperate to establish procedures to ensure the timely activation of NXX assignments in their respective networks.
  - f. Each Party shall be responsible for notifying its customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes.
  - g. Until an impartial entity is appointed to administer telecommunications numbering and to make such numbers available on an equitable basis, USWC will assign NXX codes to CLEC in accordance with national guidelines at no charge.
  - h. Each Party is responsible for administering NXX codes assigned to it. Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of CLLI codes assigned to its switches. Each party shall use the LERG published by Bellcore or

its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.

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## **XI. CALL COMPLETION FROM USWC OPERATORS**

USWC Operators will provide operator call completion and call completion and rating information and like assistance to any end user customer reaching USWC Operators (including information for calls to CLEC' NXXs) in the same manner as they provide such services for end user customers served by USWC NXXs and for calls involving only USWC NXXs.

## **XII. BUSY LINE VERIFY/INTERRUPT**

- A) Busy Line Verification ("BLV") is performed when one Party's Customer requests assistance from the operator bureau to determine if the called line is in use, however, the operator bureau will not complete the call for the Customer initiating the BLV inquiry. Only one BLV attempt will be made per Customer operator bureau call, and a charge shall apply whether or not the called party releases the line.
- B) Busy Line Verification Interrupt ("BLVI") is performed when one Party's operator bureau interrupts a telephone call in progress after BLV has occurred. The operator bureau will interrupt the busy line and inform the called party that there is a call waiting. The operator bureau will only interrupt the call and will not complete the telephone call of the Customer initiating the BLVI request. The operator bureau will make only one BLVI attempt per Customer operator telephone call and the applicable charge applies whether or not the called party releases the line.
- C) The rate for Busy Line Verify shall be \$.72 per call, and for Busy Line Verify and Interrupt, \$.87 per call.
- D) Each Party's operator bureau shall accept BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLVI Traffic between the Parties' networks.
- E) Each Party shall route BLV/BLVI Traffic inquiries over separate direct trunks (and not the Local/IntraLATA Trunks) established between the Parties' respective operator bureaus. Unless otherwise mutually agreed, the Parties shall configure BLV/BLVI trunks over the Interconnection architecture defined in Section VI, Interconnection, consistent with the Joint Grooming Plan. Each Party shall compensate the other Party for BLV/BLVI Traffic as set forth above.

### **XIII. TOLL AND ASSISTANCE OPERATOR SERVICES**

1. Description of Service.

Toll and Assistance refers to functions customers associate with the "O" operator. Subject to availability and capacity, access may be provided via operator services trunks purchased from USWC or provided by CLEC via collocation arrangements to route calls to CLEC's platform.

2. Functions include:

- a. O-Coin, Automatic Coin Telephone Service (ACTS) - these functions complete coin calls, collect coins and provide coin rates.
- b. Alternate Billing Services (ABS or O+ dialing): Bill to third party, Collect and Mechanized Credit Card System (MCCS).
- c. O- or operator assistance which provides general assistance such as dialing instruction and assistance, rate quotes, emergency call completion and providing credit.
- d. Automated Branding - ability to announce the carrier's name to the customer during the introduction of the call.
- e. Rating Services - operators have access to tables that are populated with all toll rates used by the operator switch.

3. Pricing for Toll and Assistance Operator Services shall be determined on a case-by-case basis, upon request.

4. Interconnection to the USWC Toll and Assistance Operator Services from an end office to USWC T/A is technically feasible at three distinct points on the trunk side of the switch. The first connection point is an operator services trunk connected directly to the T/A host switch. The second connection point is an operator services trunk connected directly to a remote T/A switch. The third connection point is an operator services trunk connected to a remote access tandem with operator concentration capabilities.

5. Trunk provisioning and facility ownership will follow the guidelines recommended by the Trunking and Routing, IOF and Switch sub-teams. All trunk interconnections will be digital.

6. Toll and Assistance interconnection will require an operator services type trunk between the end office and the interconnection point on the USWC switch.

7. Connecting a position to the host system requires two circuits (one voice and one data) per position on a T1 facility.



8. The technical requirements of operator services type trunks and the circuits to connect the positions to the host are covered in the OSSGR under Section 6 (Signaling) and Section 10 (System Interfaces) in general requirements form.

#### **XIV. DIRECTORY ASSISTANCE**

- A) USWC agrees to (1) provide to CLEC' operators on line access to USWC's directory assistance database; (2) provide to CLEC unbranded directory assistance service (3) provide to CLEC directory assistance service under CLEC brand (where technically feasible); (4) allow CLEC or an CLEC designated operator bureau to license USWC's directory assistance database for use in providing competitive directory assistance services; and (5) in conjunction with (2) or (3) above, provide caller-optional directory assistance call completion service which is comparable in every way to the directory assistance call completion service USWC makes available to its own users. Prices for all of these services will be determined through the Network Interconnection and Unbundled element Request Process.
- B) The price for directory assistance, provided pursuant to this Agreement, shall be 34 cents per call. As an alternative, the Parties may obtain directory assistance service pursuant to effective tariffs.
- C) The price for directory call completion services shall be 35 cents per call, pending the completion of an approved TELRIC cost study. Additional charges, for USWC intraLATA toll services, also apply for completed intraLATA toll calls. Long distance service shall be available pursuant to the wholesale discount provided in Section XXX, Resale, herein. Call completion service is an optional service. CLEC may, at its option, request USWC to not provide call completion services to CLEC customers.

## XV. DIRECTORY LISTINGS

### A. Scope.

1. Listings Service ("Listings") consists of USWC placing the names, addresses and telephone numbers of CLEC's end users in USWC's listing database, based on end user information provided to USWC by CLEC. USWC is authorized to use Listings in Directory Assistance (DA) and as noted in paragraph 4, below.
2. CLEC will provide in standard, mechanized format, and USWC will accept at no charge, one primary listing for each main telephone number belonging to CLEC's end user customers. Primary listings are as defined for USWC end users in USWC's general exchange tariffs. CLEC will be charged for premium and privacy listings, e.g., additional, foreign, cross reference, informational, etc., at USWC's general exchange listing tariff rates, less the wholesale discount. CLEC utilizing Remote Call Forwarding for local number portability can list only one number without charge - either the end customer's original telephone number or the CLEC-assigned number. The standard discounted rate for an additional listing applies to the other number.
3. USWC will furnish CLEC the Listings format specifications. CLEC may supply a maximum of one batch file daily, containing only Listings that completed on or prior to the transmission date. USWC cannot accept Listings with advance completion dates. Large volume activity (e.g., 100 or more listings) on a caption set is considered a project that requires coordination between CLEC and USWC to determine time frames.
4. CLEC grants USWC a non-exclusive license to incorporate Listings information into its directory assistance database. CLEC hereby selects one of two options for USWC's use of Listings and dissemination of Listings to third parties.

EITHER:

- a. Treat the same as USWC's end user listings - No prior authorization is needed for USWC to release Listings to directory publishers or other third parties. USWC will incorporate Listings information in all existing and future directory assistance applications developed by USWC. CLEC authorizes USWC to sell and otherwise make Listings available to directory publishers. USWC shall be entitled to retain all revenue associated with any such sales. Listings shall not be provided or sold in such a manner as to segregate end users by carrier.

OR:

- b. Restrict to USWC's directory assistance -- Prior authorization required by CLEC for all other uses. CLEC makes its own, separate agreements with USWC, third parties and directory publishers for all uses of its Listings beyond DA. USWC will sell Listings to directory publishers (including USWC's publisher affiliate), other third parties and USWC products only after the third party presents proof of CLEC's authorization. USWC shall be entitled to retain all revenue associated with any such sales. Listings shall not be provided or sold in such a manner as to segregate end users by carrier.
5. To the extent that state tariffs limit USWC's liability with regard to Listings, the applicable state tariff(s) is incorporated herein and supersedes Section XXXIV(U), "Limitation of Liability", of this Agreement with respect to Listings only.

**B. USWC Responsibilities**

1. USWC is responsible for maintaining Listings, including entering, changing, correcting, rearranging and removing Listings in accordance with CLEC orders. USWC will take reasonable steps in accordance with industry practices to accommodate non-published and non-listed Listings provided that CLEC has supplied USWC the necessary privacy indicators on such Listings.
2. USWC will include CLEC Listings in USWC's Directory Assistance service to ensure that callers to USWC's Directory Assistance service have non-discriminatory access to CLEC's Listings.
3. USWC will ensure the CLEC Listings provided to USWC in the white pages directory published on USWC's behalf.

**C. CLEC Responsibilities**

1. CLEC agrees to provide to USWC its end user names, addresses and telephone numbers in a standard mechanized format, as specified by USWC.
2. CLEC will supply its ACNA/CIC or CLCC/OCN, as appropriate, with each order to provide USWC the means of identifying Listings ownership.
3. CLEC represents and warrants the end user information provided to USWC is accurate and correct. CLEC further represents and warrants that it has reviewed all Listings provided to USWC, including end user requested restrictions on use such as non-published and non-listed. CLEC shall be solely responsible for knowing and adhering to state laws or rulings regarding Listings (e.g., no solicitation requirements in the states of Arizona and Oregon, privacy requirements in Colorado), and for supplying USWC with the applicable Listing information.

4. CLEC is responsible for all dealings with, and on behalf of, CLEC's end users, including:
  - a. All end user account activity, e.g., end user queries and complaints.
  - b. All account maintenance activity, e.g., additions, changes, issuance of orders for Listings to USWC.
  - c. Determining privacy requirements and accurately coding the privacy indicators for CLEC's end user information. If end user information provided by CLEC to USWC does not contain a privacy indicator, no privacy restrictions will apply.
  - d. Any additional services requested by CLEC's end users.
  
- D. The terms contained in this Section refer specifically to the provision of Listings from CLEC to USWC. The Parties acknowledge that the Telecommunications Act of 1996 imposes reciprocal obligations on incumbent and new entrant Local Exchange providers with respect to directory assistance listings and white pages listings. As a result, the Parties agree that the terms in this Section are reciprocal and also include the provision of Listings from USWC to CLEC, in the event that CLEC provides its own directory assistance service or publishes its own white pages directory.

## **XVI. U S WEST DIRECT ISSUES**

USWC and CLEC agree that certain issues, such as yellow page advertising, directory distribution, access to call guide pages, yellow page listings, will be the subject of negotiations between CLEC and directory publishers, including U S WEST Direct. USWC acknowledges that CLEC may request USWC to facilitate discussions between CLEC and U S WEST Direct.

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## **XVII. ACCESS TO POLES, DUCTS, CONDUITS, AND RIGHTS OF WAY**

Each Party shall provide the other Party access to its poles, ducts, rights-of-way and conduits it controls on terms, conditions and prices comparable to those offered to any other entity pursuant to each party's applicable tariffs and/or standard agreements.



## **XVIII. ACCESS TO DATABASES**

In accordance with Section 271 of the Act, USWC shall provide CLEC with interfaces to access USWC's databases and associated signaling necessary for the routing and completion of CLEC' traffic. Except where otherwise specified, access to such databases, and the appropriate interfaces, shall be made available to CLEC via a Network Interconnection and Unbundled Element Request.

## **XIX. NOTICE OF CHANGES**

If a Party makes a change in its network which it believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide advance notice of such change to the other Party in accordance with the applicable FCC regulations.

## **XX. 911/E-911 SERVICE**

### **1. Scope.**

- a.** CLEC exchanges to be included in USWC's E-911 Data Base will be indicated via written notice and will not require an amendment to this Agreement.
- b.** In counties where USWC has obligations under existing agreements as the primary provider of the 911 System to the county, CLEC will participate in the provision of the 911 System as described in this Agreement.
  - i.** Each party will be responsible for those portions of the 911 System for which it has total control, including any necessary maintenance to each Party's portion of the 911 System.
  - ii.** USWC, or its agent, will be responsible for maintaining the E-911 Data Base. USWC, or its agent, will provide a copy of the Master Street Address Guide ("MSAG"), and periodic updates, to CLEC.
  - iii.** CLEC assumes all responsibility for the accuracy of the data that CLEC provides to USWC for MSAG preparation and E-911 Data Base operation.
  - iv.** CLEC will provide end user data to the USWC ALI data base utilizing NENA-02-001 Recommended Formats For Data Exchange, NENA-02-002 Recommended Standard For Street Thoroughfare Abbreviations and NENA-02-003 Recommended Protocols For Data Exchange. USWC will furnish CLEC any variations to NENA recommendations required for ALI data base input.
  - v.** CLEC will provide end user data to the USWC ALI data base that are Master Street Address Guide (MSAG) valid and meet all components of the NENA-02-004 Recommended Measurements For Data Quality.
  - vi.** CLEC will update its end user records provided to the USWC ALI data base to agree with the 911 MSAG standards for its service areas.
  - vii.** USWC will provide CLEC with the identification of the USWC 911 controlling office that serves each geographic area served by CLEC.

- viii. The Parties will cooperate in the routing of 911 traffic in those instances where the ALI/ANI information is not available on a particular 911 call.
  - ix. USWC will provide CLEC with the ten-digit telephone numbers of each PSAP agency, for which USWC provides the 911 function, to be used by CLEC operators for handling emergency calls in those instances where the CLEC customer dials "O" instead of "911."
  - x. CLEC will provide USWC with the ten-digit telephone numbers of each PSAP agency, for which CLEC provides the 911 function, to be used by USWC operators for handling emergency calls in those instances where the USWC customer dials "O" instead of "911."
- c. If a third party; i.e., LEC, is the primary service provider to a county, CLEC will negotiate separately with such third party with regard to the provision of 911 service to the county. All relations between such third party and CLEC are totally separate from this Agreement and USWC makes no representations on behalf of the third party.
  - d. If CLEC is the primary service provider to the county, CLEC and USWC will negotiate the specific provisions necessary for providing 911 service to the county and will include such provisions in an amendment to this Agreement.
  - e. CLEC will separately negotiate with each county regarding the collection and reimbursement to the county of applicable customer taxes for 911 service.
  - f. CLEC is responsible for network management of its network components in compliance with the Network Reliability Council Recommendations and meeting the network standard of USWC for the 911 call delivery.
  - g. The parties shall provide a single point of contact to coordinate all activities under this Agreement.
  - h. Neither Party will reimburse the other for any expenses incurred in the provision of E-911 services.
2. Performance Criteria. E-911 Data Base accuracy shall be as set forth below:
- a. Accuracy of ALI (Automatic Location Identification) data will be measured jointly by the PSAPs (Public Safety Answering Points) and USWC in a format supplied by USWC. The reports shall be

forwarded to CLEC by USWC when relevant and will indicate incidents when incorrect or no ALI data is displayed.

- b. Each discrepancy report will be jointly researched by USWC and CLEC. Corrective action will be taken immediately by the responsible party.
- c. Each party will be responsible for the accuracy of its customer records. Each party specifically agrees to indemnify and hold harmless the other party from any claims, damages, or suits related to the accuracy of customer data provided for inclusion in the E-911 Data Base.
- d. The additional parameters by which the Parties will utilize the 911 or E-911 database will be the subject of further discussion between the parties.

## **XXI. REFERRAL ANNOUNCEMENT**

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

## XXII. COORDINATED REPAIR CALLS

1. CLEC and USWC will employ the following procedures for handling misdirected repair calls;
  - a. CLEC and USWC will provide their respective customers with the correct telephone numbers to call for access to their respective repair bureaus.
  - b. Customers of CLEC shall be instructed to report all cases of trouble to CLEC. Customers of USWC shall be instructed to report all cases of trouble to USWC.
  - c. To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of Basic Exchange Telecommunications Service.
  - d. CLEC and USWC will provide their respective repair contact numbers to one another on a reciprocal basis.
  - e. In responding to repair calls, neither Party shall make disparaging remarks about each other, nor shall they use these repair calls as the basis for internal referrals or to solicit customers to market services. Either Party may respond with accurate information in answering customer questions.

### **XXIII. BONA FIDE REQUEST PROCESS**

- A. Any request for interconnection or access to an unbundled Network Element that is not already available via price lists, tariff, or as described herein shall be treated as a Request under this Section.
- B. USWC shall use the Bona Fide Request (BFR) Process to determine technical feasibility of the requested interconnection or Network Element(s) and, for those items found to be technically feasible, to provide the terms and timetable for providing the requested items. Additionally, elements, services, and functions which are materially or substantially different from those services, elements, or functions already provided by U S WEST to itself, its affiliates, customers, or end users may, at the discretion of the CLEC, be subject to this BFR Process.
- C. A Request shall be submitted in writing and shall, at a minimum, include: (a) a complete and accurate technical description of each requested Network Element or interconnection; (b) the desired interface specifications; (c) a statement that the interconnection or Network Element will be used to provide a telecommunications service; (d) the quantity requested; (e) the location(s) requested; and (f) whether the CLEC wants the requested item(s) and terms made generally available.
- D. Within 48 hours of receipt of request, USWC shall acknowledge receipt of the Request and review such request for initial compliance with 5.3 above and in its acknowledgment advise CLEC of any missing information reasonably necessary to move the Request to the preliminary analysis described in E below.
- E. Unless agreed to by the Parties, within thirty (30) calendar days of its receipt of the Request and all information necessary to process it, USWC shall provide to CLEC a preliminary analysis of the Request. During the 30 day period, U S WEST agrees to provide weekly status updates to CLEC. U S WEST will notify CLEC if the quote preparation fee will exceed \$5,000. CLEC will approve the continuation of the development of the quote prior to U S WEST incurring any reasonable additional expenses. The preliminary analysis shall specify whether or not the requested interconnection or access to an unbundled Network Element is technically feasible and otherwise qualifies as a Network Element or interconnection as defined under the Act.
  - 1. If USWC determines during the thirty day period that a Request is not technically feasible or that the Request otherwise does not qualify as a Network Element or interconnection that is required to be provided under the Act, USWC shall advise CLEC as soon as reasonably possible of that fact, and promptly provide a written report setting forth the basis for its conclusion, but in no case later than ten calendar days after making such determination.
  - 2. If USWC determines during the thirty day period that the Request is technically feasible and otherwise qualifies under the Act, it shall notify



CLEC in writing of such determination but in no case later than ten calendar days after making such determination.

3. Unless otherwise agreed to by the Parties, as soon as feasible, but not more than ninety (90) calendar days after USWC notifies CLEC that the Request is technically feasible, USWC shall provide to CLEC a Request quote which will include, at a minimum, a description of each interconnection and Network Element, the quantity to be provided, the installation intervals (both initial and subsequent), impact on shared systems software interfaces, ordering process changes, functionality specifications, any interface specifications, and either:
  - a. the applicable rates (recurring and nonrecurring) including the amortized development costs of the interconnection or the network elements; or
  - b. the payment for development costs of the interconnection or Network Element and the applicable rates (recurring and nonrecurring) excluding the development costs.
  - c. the choice of using option a. or b. shall be at USWC's sole discretion. However, a payment for development cost is appropriate only where CLEC is the only conceivable user of the functionality (including consideration of U S WEST as a potential user) or where the requested quantity is insufficient to provide amortization.
- F. If USWC has used option a. in its Request quote, then within thirty (30) days of its receipt of the Request quote, CLEC must indicate its nonbinding interest in purchasing the interconnection or Network Element at the stated quantities and rates, cancel its Request, or seek remedy under the Dispute Resolution section of this contract.
- G. If USWC has used option b. in its Request quote, then within thirty (30) days of its receipt of the Request quote, CLEC must either agree to pay the development costs of the interconnection or Network Element, cancel its Request, or seek remedy under the Dispute Resolution section of this contract .
- H. If USWC has used option b. in its Request quote and CLEC has accepted the quote, CLEC may cancel the Request at any time, but will pay USWC's reasonable development costs of the interconnection or Network Element up to the date of cancellation.
- I. U S WEST will use reasonable efforts to determine the technical feasibility and conformance with the Act of the request within the first 32 days of receiving the request. However, if USWC has used option b. in its Request quote and USWC later determines that the interconnection or Network Element requested in the Request is not technically feasible or otherwise does not qualify under the Act, USWC shall notify CLEC within ten business days of making such determination

and CLEC shall not owe any compensation to USWC in connection with the Request. Any quotation preparation fees or development costs paid by CLEC to that point shall be refunded by USWC.

- J. To the extent possible, U S WEST will utilize information from previously developed BFRs to address similar arrangements in order to shorten the response times for the currently requested BFR.
- K. In the event of a dispute under this section, the parties agree to seek expedited Commission resolution of the dispute, with a request to the Commission to be completed within twenty (20) days of USWC's response that declined the CLEC's BFR, and in no event more than thirty (30) days after the filing of CLEC's petition.

## XXIV. AUDIT PROCESS

"Audit" shall mean the comprehensive review of:

- A. data used in the billing process for services performed and facilities provided under this Agreement; and
- B. data relevant to provisioning and maintenance for services performed or facilities provided by either of the Parties for itself or others that are similar to the services performed or facilities provided under this Agreement for interconnection or access to unbundled elements.

The data referred to in subsection (B), above, shall be relevant to any performance standards that are adopted in connection with this Agreement, through negotiation, arbitration or otherwise.

This Audit shall take place under the following conditions:

- A. Either Party may request to perform an Audit.
- B. The Audit shall occur upon 30 business days written notice by the requesting Party to the non-requesting Party.
- C. The Audit shall occur during normal business hours.
- D. There shall be no more than one Audit requested by each Party under this Agreement in any 12-month period.
- E. The requesting Party may review the non-requesting Party's records, books and documents, as may reasonably contain information relevant to the operation of this Agreement.
- F. The location of the Audit shall be the location where the requested records, books and documents are retained in the normal course of business.
- G. All transactions under this Agreement which are over 24 months old will be considered accepted and no longer subject to Audit.
- H. Each Party shall bear its own expenses occasioned by the Audit, provided that the expense of any special data collection shall be born by the requesting Party.
- I. The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit.
- J. In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the

selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties.

K. The Parties agree that if an Audit discloses error(s), the Party responsible for the error(s) shall, in a timely manner, undertake corrective action for such error(s).

All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered Proprietary Information as defined by this Agreement. The non-requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, CLEC and USWC will aggregate such competitors' data before release to the other Party, to insure the protection of the proprietary nature of information of other competitors. To the extent a competitor is an affiliate of the party being audited (including itself and its subsidiaries), the Parties shall be allowed to examine such affiliates' disaggregated data, as required by reasonable needs of the audit.

## XXV. AUDIOTEXT AND MASS ANNOUNCEMENT SERVICES

The Parties agree that access to the audiotext, mass announcement and information services of each Party should be made available to the other Party upon execution of an agreement defining terms for billing and compensation of such calls. Services included in this category include 976 calls, whether flat rated or usage sensitive, intra-LATA 900 services and other intra-LATA 976-like services. Such calls will be routed over the Local Interconnection Trunks.

CLEC and USWC will work together in good faith to negotiate and execute the agreement for billing and compensation for these services within 90 days of the execution of this Agreement. The Parties agree that their separate agreement on audiotext and mass announcement services will include details concerning the creation, exchange and rating of records, all of which will occur without any explicit charge between the Parties, as well as a process for the handling of uncollectables so that the originating Party does not have any responsibility for uncollectables.

Until such time that such an agreement is executed, CLEC may choose to block such calls, or CLEC will agree to back-bill and compensate retroactively for such calls once the subsequent agreement is executed retroactive to the effective date of this Agreement.

### A. Usage Sensitive Compensation.

All audiotext and mass announcement calls shall be considered toll calls for purposes of reciprocal compensation between the Parties. Compensation will be paid based on the compensation for toll calls referenced in this Agreement with respect to reciprocal compensation between the Parties, except that such compensation shall be paid by the Party terminating the call, rather than the Party originating the call.

### B. Billing and Collection Compensation.

Billing and collection compensation will be dealt with in the agreement referenced in this section.

## XXVI. LOCAL INTERCONNECTION DATA EXCHANGE FOR BILLING

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

- A. The exchange of billing records for alternate billed calls (e.g., calling card, bill-to-third number, and collect) will be distributed through the existing CMDS processes, unless otherwise separately agreed to by the Parties.
- B. Inter-Company Settlements ("ICS") revenues will be settled through the Calling Card and Third Number Settlement System ("CATS"). Each Party will provide for its own arrangements for participation in the CATS processes, through direct participation or a hosting arrangement with a direct participant.
- C. Non-ICS revenue is defined as collect calls, calling card calls, and billed to third number calls which originate on one service provider's network and terminate on another service provider's network in the same Local Access Transport Area ("LATA"). The Parties agree to negotiate and execute an Agreement within 30 days of the execution of this Agreement for settlement of non-ICS revenue. This separate arrangement is necessary since existing CATS processes do not permit the use of CATS for non-ICS revenue. The Parties agree that the CMDS system can be used to transport the call records for this traffic.
- D. Both Parties will provide the appropriate call records to the intraLATA Toll Free Service Provider, thus permitting the Service Provider to bill its subscribers for the inbound Toll Free Service. No adjustments to bills via tapes, disks or NDM will be made without the mutual agreement of the Parties.

## **XXVII. SIGNALING ACCESS TO CALL-RELATED DATABASES**

1. When CLEC is purchasing local switching from USWC, USWC will provide access via the STP to call related databases used in AIN services. The Parties agree to work in the industry to define the mediated access mechanisms for SCP access. Access to the USWC SMS will be provided to CLEC to create, modify, or update information in the call related databases, equivalent to the USWC access.
2. USWC will offer unbundled signaling via LIS-Common Channel Signaling Capability (CCSAC). CCSAC service utilizes the SS7 network and provides access to call-related databases that reside at USWC's SCPs, such as the Line Information Database (LIDB) and the 800 Database. The access to USWC's SCPs will be mediated via the STP Port in order to assure network reliability.
3. CCSAC includes:
  - a. Entrance Facility - This element connects CLEC's signaling point of interface with the USWC serving wire center (SWC). CLEC may purchase this element or it may self-provision the entrance facility. If the entrance facility is self-provisioned, CLEC would need to purchase collocation and an expanded interconnection channel termination.
  - b. Direct Link Transport (DLT) - This element connects the SWC to the USWC STP. CLEC may purchase this element or self-provision transport directly to the STP. If CLEC provides the link to the STP, it must purchase collocation and an expanded interconnection channel termination at the STP location.
  - c. STP Port - This element provides the switching function at the STP. One STP Port is required for each DLT Link. The Port provides access to the Service Control Point (SCP).
4. Access to Advanced Intelligent Network (AIN) functions is available only through the STP.
5. USWC will provide access to Service Management Systems (SMS) through its Service Creation Environment (SCE) on an equivalent basis as USWC provides to itself. SMS allows CLEC to create modify, or update information in call related databases. Currently, the SCE process is predominantly manual.
6. The pricing for CCSAC service is provided in Appendix A.

## **XXVIII. INTERCONNECTION TO LINE INFORMATION DATA BASE (LIDB)**

### **1. Description of Line Information Data Base (LIDB).**

Line Information Data Base (LIDB) stores various line numbers and Special Billing Number (SBN) data used by operator services systems to process and bill calls. The operator services system accesses LIDB data to provide origination line (calling number), billing number and termination line (called number) management functions. LIDB is used for calling card validation, fraud verification, preferred IC association with the calling card, billing or service restrictions and the sub-account information to be included on the call's billing record.

### **2. Interfaces.**

Bellcore's GR-446-CORE defines the interface between the administration system and LIDB including specific message formats. (Bellcore's TR-NWP-000029, Section 10)

### **3. LIDB Access.**

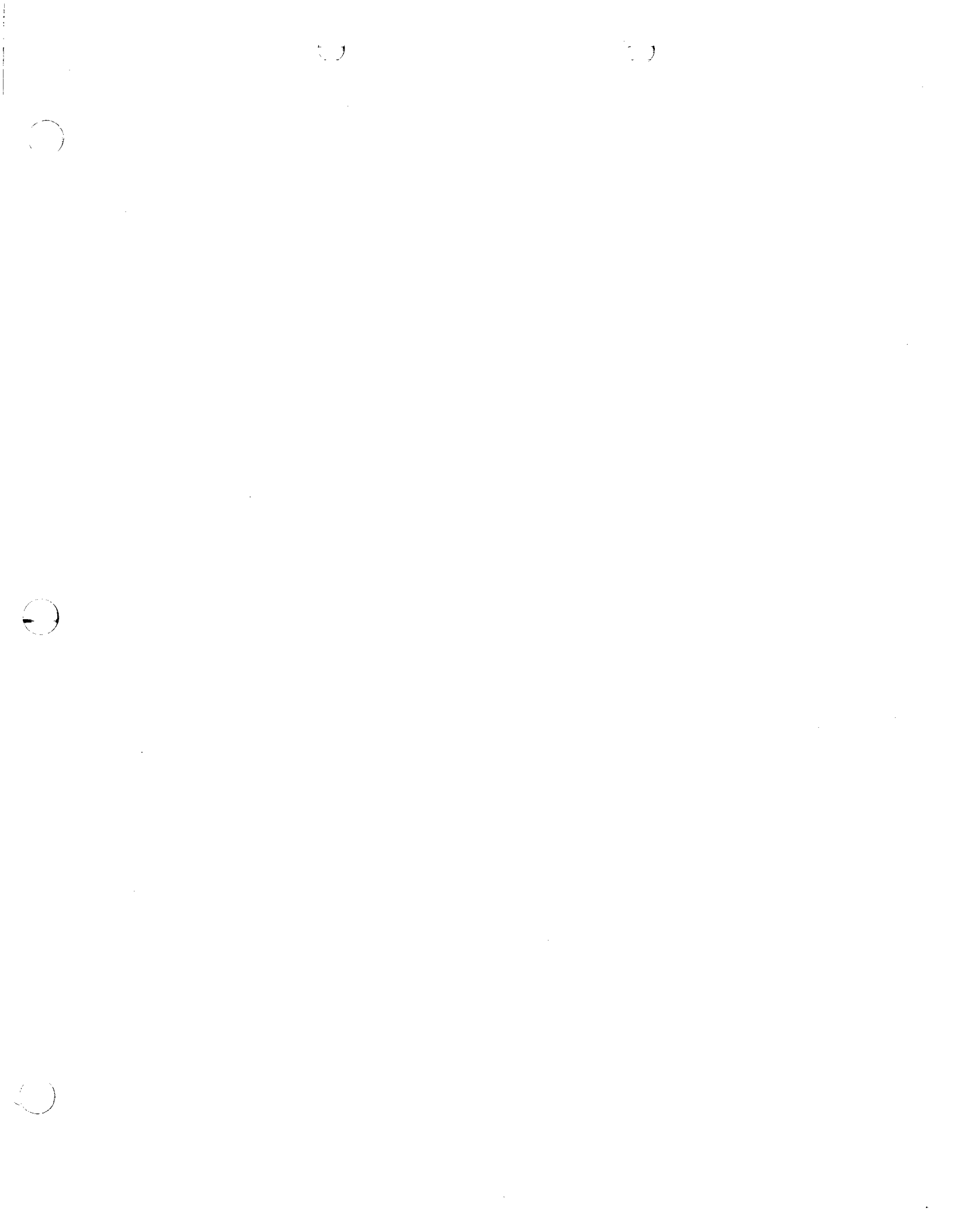
- a. All LIDB queries and responses from operator services systems and end offices are transmitted over a CCS network using a Signaling System 7 (SS7) protocol (TR-NWT-000246, Bell Communications Research Specification of Signaling System 7).
- b. All LIDB queries and responses from the Public Packet Switched Network (PPSN) nodes are transmitted over one or more PPSN as TR-TSY000301 describes. The application data needed for processing LIDB data are formatted as TCAP messages. TCAP messages may be carried as an application level protocol network using SS7 protocols for basic message transport.
- c. The SCP node provides all protocol and interface support. CLEC SS7 connections will be required to meet Bellcore's GR905, TR954 and USWC's Technical Publication 77342 specifications.
- d. Non-USWC companies will submit LIDB updates through the exchange carrier service center and the LSS service bureau. These two centers enter information into USWC's service order process interface system, SOPI.
- e. It is currently USWC's policy to allow LIDB access to non-USWC companies through regional STPs.

### **4. Pricing for LIDB access shall be determined on a case-by-case basis.**



## **XXIX. CONSTRUCTION CHARGES**

- A. All rates, charges and initial service periods specified in this Agreement contemplate the provision of network interconnection services, equipment and facilities to the extent available. Where USWC is required to build facilities for network interconnection, construction charges will apply. Construction charges will also apply when USWC determines that the placement of facilities will be temporary, or facilities are ordered in advance of actual CLEC demand for service.
- B. When facilities for interconnection services are not available and USWC is required to construct said facilities, USWC will develop the cost required to be paid by CLEC to provide the service.
- C. Except where required, all necessary construction will be undertaken at the discretion of USWC, consistent with budgetary responsibilities and consideration for the impact on the general body of customers.
- D. A quote for the CLEC portion of a specific job will be provided to CLEC. The quote will be in writing and will be binding for ninety (90) days after the issue date. When accepted, CLEC will be billed the quoted price and construction will commence after receipt of payment. If CLEC chooses not to have USWC construct the facilities, USWC reserves the right to bill CLEC for the expense incurred for producing the engineered job design.
- E. In the event a construction charge is applicable, CLEC service application date will become the date upon which USWC receives the required payment.



## **XXX. RESALE**

### **A. Description**

1. USWC Basic Exchange Telecommunications Service (as defined in Section III) will be available for resale from USWC pursuant to the Act and will reference terms and conditions (except prices) in USWC tariffs, where applicable. Appendix A lists services which are available for resale under this Agreement, and is attached and incorporated herein by this reference.
2. Certain USWC services are not available for resale under this Agreement. USWC's Telecommunication Services which are not available for resale are identified in Appendix A.
3. Certain USWC services shall be available for resale at prices absent a wholesale discount. Such services include residence exchange service, private line, special access and switched access services, and packages of services comprised of services available for resale separately. These services are listed in Appendix A.
4. CLEC may contest the legality of any resale restrictions in a USWC retail tariff through a complaint filed with the State Commission.
5. USWC will not transfer to CLEC any USWC customer whose account are in arrears unless and until full payment for the account (including directory advertising charges associated with the customer's telephone number) is made by customer or CLEC agrees to make full payment on behalf of the customer.

### **B. Scope**

1. Basic Exchange Telecommunications Service, Basic Exchange Switched Features and IntraLATA toll may be resold only for their intended or disclosed use and only to the same class of customer to which USWC sells such services. For example:
  - a) Residence service may not be resold to business customers;
  - b) Basic Exchange Telecommunications Service may not be resold as a substitute for switched access service.
  - c) Basic Exchange Telecommunications Service may be resold only for its intended or disclosed use.
2. USWC shall provide to CLEC services for resale that are equal in quality, subject to the same conditions (including the conditions in USWC's

effective tariffs), within the same provisioning time intervals that USWC provides these services to others, including end users, and in accordance with any applicable state Commission service quality standards, including standards a state Commission may impose pursuant to Section 252 (e)(3) of the Act.

3. USWC shall bill CLEC and CLEC is responsible for all applicable charges for the resold services. CLEC shall be responsible for all charges associated with services that CLEC resells to an end user.

### **C. Ordering and Maintenance.**

1. CLEC, or CLEC's agent, shall act as the single point of contact for its end users' service needs, including without limitation, sales, service design, order taking, provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, billing, collection and inquiry. CLEC shall make it clear to its end users that they are customers of the CLEC for resold services. CLEC's end users contacting USWC will be instructed to contact CLEC; however, nothing in this Agreement shall be deemed to prohibit USWC from discussing its products and services with CLEC's customers who call USWC for any reason.
2. CLEC shall transmit to USWC all information necessary for the installation (billing, listing and other information), repair, maintenance and post-installation servicing according to USWC's standard procedures, as described in the USWC resale operations guide that will be provided to CLEC. When USWC's end user or the end user's new service provider discontinues the end user's service in anticipation of moving to another service provider, USWC will render its closing bill to end user customer effective with the disconnection. Should CLEC's end user customer, a new service provider or CLEC request service be discontinued to the end user, USWC will issue a bill to CLEC for that portion of the service provided to CLEC. USWC will notify CLEC by FAX, EDI, or other processes when end user moves to another service provider. CLEC shall issue disconnect orders to USWC, which shall be coordinated with new connect orders issued by the new service provider
3. Resold services shall be installed and repaired in a manner consistent with USWC's effective tariffs with the same quality and timeliness that USWC provides to its own end users.
4. CLEC shall provide USWC and USWC shall provide CLEC with points of contact for order entry, problem resolution and repair of the resold services.
5. Prior to placing orders on behalf of the end user, CLEC shall be responsible for obtaining and have in its possession a Proof of Authorization ("POA"). POA shall consist of documentation acceptable to

USWC of the end user's selection of CLEC. Such selection may be obtained in the following ways:

- a) The end user's written Letter of Authorization or LOA.
  - b) The end user's electronic authorization by use of an 800 number.
  - c) The end user's oral authorization verified by an independent third party (with the third party verification as POA).
  - d) A prepaid returnable postcard supplied by CLEC which has been signed and returned by end user. CLEC will wait fourteen (14) days after mailing the postcard before placing an order to change.
6. Prior to placing orders that will disconnect a line from another reseller's account CLEC is responsible for obtaining all information needed to process the disconnect order and re-establish the service on behalf of the end user. If CLEC is displaced by another reseller or service provider, CLEC is responsible for coordination with the other reseller or service provider. Should an end user dispute or a discrepancy arise regarding the authority of CLEC to act on behalf of the end user, CLEC is responsible for providing written evidence of its authority to USWC within three (3) business days. If there is a conflict between the end user designation and CLEC's written evidence or its authority, USWC shall honor the designation of the end user and change the end user back to the previous service provider. If CLEC does not provide the LOA within three (3) business days, or if the end user disputes the authority of the LOA, then CLEC must, by the end of the third business day:
- a) notify USWC to change the end user back to the previous reseller or service provider, and
  - b) provide any end user information and billing records CLEC has obtained relating to the end user to the previous reseller, and
  - c) notify the end user and USWC that the change has been made, and
  - d) remit to USWC a slamming charge as provided in Appendix A as compensation for the change back to the previous reseller or service provider.

If an end user customer is switched from CLEC back to USWC and there is a dispute or discrepancy with respect to such change in service provider, CLEC may request to see a copy of the POA which USWC has obtained from the end user to effectuate a return to USWC as the end

user's service provider. If USWC is unable to produce a POA within three (3) business days, USWC shall change the end user back to CLEC (or other previous reseller) without imposition of any Customer Transfer Charge.

7. CLEC shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its end users for interLATA services and intraLATA services when intraLATA presubscription is implemented.
8. When end user customers switch from USWC to CLEC, or to CLEC from any other reseller, such customers shall be permitted to retain their current telephone numbers if they so desire and do not change their service address to an address served by a different central office. USWC shall take no action to prevent CLEC customers from retaining their current telephone numbers.

#### **D. CLEC Responsibilities**

1. CLEC must send USWC complete and accurate end-user listing information for Directory Assistance, Directory, and 911 Emergency Services using the established processes of USWC. CLEC must provide to USWC accurate end-user information to ensure appropriate listings in any databases in which USWC is required to retain and/or maintain end-user information. USWC assumes no liability for the accuracy of information provided by CLEC.
2. CLEC may not reserve blocks of USWC telephone numbers, except as allowed by tariffs.
3. CLEC is liable for all fraud associated with service to its end-users and accounts. USWC takes no responsibility, and will make no adjustments to CLEC's account in cases of fraud. The Parties will cooperate in the prevention and investigation of fraudulent use of resold services.
4. CLEC will provide a three year forecast within ninety (90) days of signing this Agreement. The forecast shall be updated and provided to USWC on a quarterly basis in as specified in Appendix B. The initial forecast will provide:
  - The date service will be offered (by city and/or state)
  - The type and quantity of service(s) which will be offered
  - CLEC's anticipated order volume
  - CLEC's key contact personnel
5. In the event USWC terminates the provisioning of any resold services to CLEC for any reason, CLEC shall be responsible for providing any and all necessary notice to its end users of the termination. In no case shall USWC be responsible for providing such notice. USWC will provide

notice to CLEC of USWC's termination of a resold service on a timely basis consistent with Commission rules and notice requirements.

#### **E. Rates and Charges**

1. Resold services as listed in Appendix A are available for resale at the applicable resale tariff rates or at the rates or at the wholesale discount levels set forth in Appendix A.
2. If the resold services are purchased pursuant to Tariffs and the Tariff rates change, charges billed to CLEC for such services will be based upon the new Tariff rates less the applicable wholesale discount as agreed to herein. The new rate will be effective upon the Tariff effective date.
3. A Customer Transfer Charge (CTC) as specified in Appendix A applies when transferring any existing account or lines to CLEC. Tariffed, non discounted, non-recurring charges will apply to new installations.
4. A Subscriber Line Charge (SLC) will continue to be paid by CLEC without discount for each local exchange line resold under this Agreement. All federal and state rules and regulations associated with SLC as found in the applicable tariffs also apply.
5. CLEC will pay to USWC the PIC change charge without discount associated with CLEC end user changes of inter-exchange or intraLATA carriers.
6. CLEC agrees to pay USWC when its end user activates any services or features that are billed on a per use or per activation basis (e.g., continuous redial, last call return, call back calling, call trace, etc.). USWC shall provide CLEC with detailed billing information (per applicable OBF standards, if any) as necessary to permit CLEC to bill its end users such charges.
7. To the extent such charges apply to USWC's retail customers, special construction charges, line extension charges, and land development agreements may apply to CLEC, as detailed in individual state tariffs regarding end user obligations for construction charges. Specifically, special construction charges will be applicable where, at the request of CLEC on behalf of its customers, USWC constructs a greater quantity of facilities than that which USWC would otherwise construct or normally utilize.
8. Nonrecurring charges will be billed at the applicable Tariff rates.
9. As part of the resold line, USWC provides operator services, directory assistance, and IntraLATA long distance with standard USWC branding. At the request of CLEC and where technically feasible USWC will rebrand

operator services and directory assistance in CLEC's name, provided the costs associated with such rebranding are paid by CLEC. CLEC will have the option of obtaining such services on an unbranded basis, at no additional cost for "unbranding" the service.

10. USWC will address all CLEC requests for ancillary resale systems, programs, and initiatives on an individual case basis.

#### **F. Directory Listings**

As part of each resold line, USWC will accept at no charge one primary listing for each main telephone number belonging to CLEC's end user customer based on end user information provided to USWC by CLEC. USWC will place CLEC's listings in USWC's directory listing database for directory assistance purposes and will make listings available to directory publishers and to other third parties. Additional terms and conditions with respect to directory listings are described in Section XV, Directory Listings, herein..

#### **G. Deposit**

1. USWC may require CLEC to make a suitable deposit to be held by USWC as a guarantee of the payment of charges. Any deposit required of an existing reseller is due and payable within ten days after the requirement is imposed. The amount of the deposit shall be the estimated charges for the resold service which will accrue for a two-month period. Interest on the deposit shall be accumulated by USWC at a rate equal to the federal discount rate, as published in the Wall Street Journal from time to time.
2. When the service is terminated, or when CLEC has established satisfactory credit, the amount of the initial or additional deposit, with any interest due, will, at CLEC's option, either be credited to CLEC's account or refunded. Satisfactory credit for a reseller is defined as twelve consecutive months service as a reseller without a termination for nonpayment and with no more than one notification of intent to terminate Service for nonpayment. Interest on the deposit shall be accumulated by USWC at a rate equal to the federal discount rate, as published in the Wall Street Journal from time to time.

#### **H. Payment**

1. Amounts payable under this Agreement are due and payable within thirty (30) days after the date of USWC's invoice.
2. A late payment charge of 1.5% applies to all billed balances which are not paid by 30 days after the bill date shown on the invoice. To the extent CLEC pays the billed balance on time, but the amount of the billed balance is disputed by CLEC, and, it is later determined that a refund is



due CLEC, interest shall be payable on the refunded amount in the amount of 1.5% per month.

3. USWC may discontinue processing orders for the failure by CLEC to make full payment for the resold services provided under this Agreement within thirty (30) days of the due date on CLEC's bill.
4. USWC may disconnect for the failure by CLEC to make full payment for the resold services provided under this Agreement within sixty (60) days of the due date on CLEC's bill.
5. Collection procedures and the requirements for deposit are unaffected by the application of a late payment charge.
6. In the event USWC terminates the provisioning of any resold services to CLEC for any reason, CLEC shall be responsible for providing any and all necessary notice to its end users of the termination. In no case shall USWC be responsible for providing such notice.
7. USWC shall bill all amounts due from CLEC for each resold service in accordance with the terms and conditions as specified in the USWC tariff.

#### **I. Cooperation**

1. The parties agree that this section involves the provisions of USWC services in ways such services were not previously available and the introduction of new processes and procedures to provide and bill such services. Accordingly, the Parties agree to work jointly and cooperatively in testing and implementing processes for pre-ordering, ordering, maintenance, provisioning and billing and in reasonably resolving issues which result from such implementation on a timely basis.

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## **XXXI. UNBUNDLED ACCESS/ELEMENTS**

### **A. General Terms**

1. USWC agrees to provide the following unbundled network elements which are addressed in more detail in later sections of this agreement: 1) local loop, 2) local and tandem switches (including all vertical switching features provided by such switches, 3) interoffice transmission facilities, 4) network interface devices, 5) signaling and call-related database facilities, 6) operations support systems functions, and 7) operator and directory assistance facilities.
2. This Agreement provides for the provision of Unbundled Loops to CLEC which may be connected with CLEC's switch for the purpose of offering a finished retail service. In addition, USWC agrees to provide an Unbundled Switching Element to CLEC which may be combined with CLEC-provided loops to provide a finished retail service. USWC will not combine USWC's Unbundled Loops with USWC's Unbundled Switching Element to provide a finished service to CLEC. USWC agrees, however, to offer finished retail services to CLEC for resale pursuant to Section XXX, Resale, of this Agreement.
3. USWC will not restrict the types of telecommunications services CLEC may offer through unbundled elements, nor will it restrict CLEC from combining elements with any technically compatible equipment the CLEC owns. USWC will provide CLEC with all of the telecommunication service functionalities of a particular element, so that CLEC can provide any telecommunications services that can be offered by means of the element. USWC agrees to perform and CLEC agrees to pay for the functions necessary to combine requested elements in any technically feasible manner either with other elements from USWC's network, or with elements possessed by CLEC. However, USWC need not combine network elements in any manner requested if not technically feasible, but must combine elements ordinarily combined in its network in the manner they are typically combined.

### **B. Description of Unbundled Elements**

#### **1. Tandem Switching**

USWC will provide a tandem switching element on an unbundled basis. The tandem switch element includes the facilities connecting the trunk distribution frames to the switch, and all the functions of the switch itself, including those facilities that establish a temporary transmission path between two other switches. The definition of the tandem switching element also includes the functions that are centralized in tandems rather than in separate end office switches, such as call recording, the routing of calls to operator services, and signaling conversion functions.

2. Transport

USWC will provide unbundled access to shared transmission facilities between end offices and the tandem switch. Further, USWC will provide unbundled access to dedicated transmission facilities between its central offices or between such offices and those of competing carriers. This includes, at a minimum, interoffice facilities between end offices and serving wire centers (SWCs), SWCs and IXC POPs, tandem switches and SWCs, end offices or tandems of USWC, and the wire centers of USWC and requesting carriers. USWC will also provide all technically feasible transmission capabilities, such as DS1, DS3, and Optical Carrier levels (e.g. OC-3/12/48/96) that CLEC could use to provide telecommunications services.

3. Digital Cross Connect System.

USWC will provide CLEC with access to mutually agreed upon digital cross-connect system (DCS) points.

4. Unbundled Loops

a. Service Description

- i. An Unbundled Loop establishes a transmission path between the USWC distribution frame (or equivalent) up to, and including, USWC's network interface device (NID). For existing loops, the inside wire connection to the NID will remain intact.
- ii. Basic Unbundled Loops are available as a two-wire or four-wire, point-to-point configuration suitable for local exchange type services within the analog voice frequency range of 300 to 3000 Hz. For the two-wire configuration, CLEC is requested to specify loop start, ground start or loop reverse battery options. The actual loop facilities that provide this service may utilize various technologies or combinations of technologies. Basic Unbundled Loops provide an analog facility to CLEC.
  - (a) To the extent CLEC requires an Unbundled Loop to provide ISDN, HDSL, ADSL or DS1 service, such requirements will be identified on the order for Unbundled Loop Service. Conditioning charges will apply, as required, to condition such loops to ensure the necessary transmission standard.
  - (b) Specific channel performance options for the loops can be ordered by identifying the Network Channel (NC)/Network Channel Interface (NCI) for the

functions desired. USWC will provide CLEC with the available NC/NCI codes and their descriptions.

- b. Unbundled Loops are provided in accordance with the specifications, interfaces and parameters described in the appropriate Technical Reference Publications. USWC's sole obligation is to provide and maintain Unbundled Loops in accordance with such specifications, interfaces and parameters. USWC does not warrant that Unbundled Loops are compatible with any specific facilities or equipment or can be used for any particular purpose or service. Transmission characteristics may vary depending on the distance between CLEC's end user and USWC's end office and may vary due to characteristics inherent in the physical network. USWC, in order to properly maintain and modernize the network, may make necessary modifications and changes to the network elements in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Changes that affect network interoperability require advance notice pursuant to Section XIX, Notice of Changes, herein.
- c. Facilities and lines furnished by USWC on the premises of CLEC's end user and up to, and including, the NID or equivalent are the property of USWC. USWC must have access to all such facilities for network management purposes. USWC's employees and agents may enter said premises at any reasonable hour to test and inspect such facilities and lines in connection with such purposes or upon termination or cancellation of the Unbundled Loop Service to remove such facilities and lines. The Parties agree to explore issues surrounding the extension of Unbundled Loops beyond the NID.
- d. Unbundled Loops include the facilities between the USWC distribution frame up to and including USWC's NID located at CLEC's end user premise. The connection between the distribution frame and CLEC facilities is accomplished via channel terminations that can be ordered in conjunction with either Collocation or Unbundled Interoffice Transport Service.
- e. Ordering and Maintenance.
  - i. For the purposes of loop assignment, tracking, and dispute resolution, USWC will require a Letter of Authorization for each existing USWC end user for which CLEC has requested reassignment of the loop serving that end user.
  - ii. If there is a conflict between an end user (and/or its respective agent) and CLEC regarding the disconnection or provision of Unbundled Loops, USWC will honor the

latest dated Letter of Authorization designating an agent by the end user or its respective agent. If the end user's service has not been disconnected and Unbundled Loop Service is not yet established, CLEC will be responsible to pay the nonrecurring charge as set forth herein. If the end user's service has been disconnected and the end user's service is to be restored with USWC, CLEC will be responsible to pay the applicable nonrecurring charges as set forth in USWC's applicable tariff, to restore the end user's prior service with USWC.

- iii. CLEC is responsible for its own end user base and will have the responsibility for resolution of any service trouble report(s) from its customers. USWC will work cooperatively with CLEC to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of USWC's network. CLEC must provide to USWC switch-based test results when testing its customer's trouble prior to USWC performing any repair functions. The Parties will cooperate in developing mutually acceptable test report standards. USWC shall provide CLEC with Maintenance of service charges in accordance with applicable time and material charges in USWC tariffs will apply when the trouble is not in USWC's network.
- iv. CLEC will be responsible to submit to USWC a disconnect order for a Unbundled Loop that is relinquished by the end user due to cessation of service. Unbundled Loop facilities will be returned to USWC when the disconnect order is complete. In the event of transfer of the end user's service from one provider to another, the new provider will issue a request for transfer of service, resulting in the appropriate disconnect/reconnection of service.
- v. The installation due date is a negotiated item. For related orders, new connects will be physically worked within the same calendar day.
- vi. When ordering Unbundled Loops, CLEC is responsible for obtaining or providing facilities and equipment that are compatible with the service.
- vii. CLEC will have responsibility for testing the equipment, network facilities and the Unbundled Loop facility. If USWC performs tests of the Unbundled Loop facility at CLEC's request, and the fault is not in the USWC facilities, a charge shall apply.

- viii. CLEC will be responsible for providing battery and dial tone to its connection point two days prior to the due date on the service order.
- ix. The following procedures shall apply to Unbundled Loops ordered with the option of Basic Testing at Coordinated Time:
  - (a) On each Unbundled Loop order, CLEC and USWC will agree on a cutover time at least 48 hours before that cutover time. The cutover time will be defined as a 30 minute window within which both the CLEC and USWC personnel will make telephone contact to complete the cutover.
  - (b) Within the appointed 30 minute cutover time, the CLEC person will call the USWC person designated to perform cross-connection work and when the USWC person is reached in that interval such work will be promptly performed. If the CLEC person fails to call or is not ready within the appointed interval, and if CLEC had not called to reschedule the work at least 2 hours prior to the start of the interval, USWC and CLEC will reschedule the work order and CLEC will pay the non-recurring charge for the Unbundled Loops scheduled for the missed appointment. In addition, non-recurring charges for the rescheduled appointment will apply. If the USWC person is not available or not ready at any time during the 30 minute interval, CLEC and USWC will reschedule and USWC will waive the non-recurring charge for the Unbounded Loops scheduled for that interval. If unusual or unexpected circumstances prolong or extend the time required to accomplish the coordinated cut-over, the Party responsible for such circumstances is responsible for the reasonable labor charges of the other Party. Delays caused by the customer are the responsibility of CLEC. In addition, if CLEC has ordered INP as a part of the Unbundled Loop installation, USWC will coordinate implementation of INP with the Unbundled Loop installation; provided, separate INP installation charges will apply.
- xx. CLEC and USWC will work cooperatively to develop forecasts for Unbundled Loop service. USWC requests an eighteen month forecast of Unbundled Loop service.

The forecast will include the specific serving Wire Center that will be requested, plus the specific quantity of each service desired. The forecast will be updated quarterly, and will be treated as CLEC confidential information.

- f. Appendix A contains the rate information for Unbundled Loops.
- g. If applicable, the New Interconnection/Unbundled Element Request Process will apply as detailed in Section XXIII of this Agreement.
- h. If applicable, Construction Charges, pursuant to Section XXIX, of this Agreement, may apply to the construction of new Unbundled Loops on behalf of CLEC.

5. Local Switching Elements

The switching network element includes facilities that are associated with the line (e.g., the line card), facilities that are involved with switching the call, and facilities used for custom routing. The local switching network element is comprised of three rate elements:

- a. Line-related (per line)
  - i. The switching elements encompass line-side and trunk-side facilities plus the features, functions, and capabilities of the switch. This includes the functions of connecting lines to lines, trunks to lines, lines to trunks, lines to switched features, and trunks to trunks. The line-related local switching element includes:
    - (a) Telephone Number
    - (b) Directory Listing
    - (c) Dial Tone
    - (d) Signaling (loop or ground start)
    - (e) On/Off Hook Detection
    - (f) Audible and Power Ringing
    - (g) Automatic Message Accounting (AMA) Recording
    - (h) Access to 911, Operator Services, and Directory Assistance
    - (i) Blocking Options (900 services)
  - ii. The switching element does not include vertical services, including custom calling and CLASS features, that are currently offered as finished retail services and are available for resale.<sup>1</sup>

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<sup>1</sup> This subparagraph could potentially be construed to be inconsistent with certain terms of the FCC 1st Order. An appeal of that Order is currently pending. U SWC believes that this contractual provision fully complies with the purpose and spirit of the Act, and furthers the objectives of



- iii. The access point for line-side local switching interconnection, depending upon the element, is the Distributing Frame (DF) or the Digital Crossconnect Bay (DSX) of the USWC designated serving wire center.
  - iv. Physical Traits - Line-side elements. Two-wire, analog, POTS type switch connection at the Distributing Frame.
  - v. The price for line-related local switching is described in Appendix A.
- b. Trunk-side Local Switching Element. (per minute of use)

The trunk-side local switching interconnection element includes the switching functions of connecting lines to lines, trunks to lines, lines to trunks, lines to switched features, and trunks to trunks. This rate element is the same as the call termination element for Local Interconnection Service (LIS) described in Section V.

c. Customized routing

i. Description

Customized routing will enable a CLEC to direct particular classes of calls to particular outgoing trunks. A CLEC can use customized routing to direct its customers' calls to 411, 555-1212, or O- to its own directory assistance or operator services platform.

ii. Limitations

Because there is a limitation in the technical feasibility of offering custom routing beyond the capacity of the 1A ESS switch, custom routing will be offered to competitors on a first-come, first-served basis.

iii. The price for custom routing will be provided on a case-by-case basis.

- (a) The switching element does not include vertical services, including custom calling and CLASS features, that are currently offered as finished retail services and are available for resale.

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achieving fair and balanced competition and of promoting the public interest in this State. Nonetheless, if the arbitrator so decides, this paragraph could be replaced with the following language: "The switching element includes vertical services, including custom calling and CLASS features."

6. Network Interface Device (NID)

a. Service Description

A device wired between a telephone protector and the inside wiring to isolate the customer's equipment from the network at the subscriber's premises. It is a device for the termination of inside wire that is available in single and multiple pair configurations.

- b. CLEC may connect its loops, via its own NID, to the USWC NID.
- c. Any costs associated with USWC's connection of CLEC's NID to USWC's NID will be the responsibility of CLEC.
- d. Connecting CLEC's loop directly to the USWC NID is permitted, only where space is available in the existing USWC NID to install a separate protector for the CLEC loop. In this instance, a separate charge for installation of the CLEC protector shall apply to CLEC.
- e. If CLEC purchases an unbundled loop, CLEC may provide its own NID or have USWC provide the NID.
- f. The price for access to the NID will be provided on a case-by-case basis.

7. Additional Unbundled Elements

USWC shall provide nondiscriminatory access to, and where appropriate, development of additional unbundled network elements not covered in this Agreement in response to specific requests therefor, pursuant to the New Interconnection/Unbundled Element Request Process detailed in Section XXIII of this Agreement.

## XXXII. SERVICE STANDARDS

### A. Definitions

When used in this Section, the following terms shall have the meanings indicated.

1. "Specified Performance Commitment" means the commitment by USWC to meet the Performance Criteria for any Specified Activity during the Specified Review Period.
2. "Specified Activity" means any of the following activities:
  - a) Installation Activities -- apply to resold services, unbundled loops, unbundled switching, and interim number portability:
    - i) Installation Intervals Offered (measured from application date to original due date);
    - ii) Installation Commitments Met;
    - iii) Installation Reports within 7 days (percent of reports per total of new, to or change orders).
  - b) Repair Activities -- apply to resold service, unbundled loops, unbundled switching, and interim number portability:
    - i) Out of Service Cleared in Less Than 24 Hours (percent of total out of service reports);
    - ii) Report Rate per 100 Access Lines;
    - iii) Repair Commitments Met;
    - iv) Out of Service and Service Affecting Cleared in Less than 48 Hours;
    - v) Repair Repeat Reports within 30 Days (Percent of Repeats per 100 Access Lines).
  - c) Trunking Activities -- includes interconnection trunks:
    - i) Defects per 1 Million Calls (Dedicated Facilities/Trunkside only).

3. "Performance Criteria" means, with respect to a Specified Review Period (i.e., a calendar month or quarter), the performance by USWC for the specified activities for CLEC will meet or exceed the average performance by USWC for the total universe of specified activities.
- B. **Failure to Meet the Performance Criteria.** If during a Specified Review Period, USWC fails to meet the performance criteria, USWC will use its best efforts to meet the Performance Criteria for the next Specified Review Period. If USWC fails to meet the performance criteria for two consecutive periods, the Parties agree, in good faith, to attempt to resolve such issues through negotiation or non-binding arbitration. This paragraph shall not be construed to waive either Party's right to seek legal or regulatory intervention as provided by state or federal law. CLEC may seek regulatory or other legal relief including requests for specific performance of USWC's obligations under this Agreement.
- C. **Limitations.** USWC's failure to meet or exceed and of the Performance Criteria can not be as a result, directly or indirectly, of a Delaying Event. A "Delaying Event" means (a) a failure by CLEC to perform any of its obligations set forth in this Agreement, (b) any delay, act or failure to act by a Customer, agent of subcontractor of CLEC or (c) any Force Majeure Event. If a Delaying Event prevents USWC from performing a Specified Activity, then such Specified Activity shall be excluded from the calculation of USWC's compliance with the Performance Criteria.
- D. **Records.** USWC shall maintain complete and accurate records, for the Specified Review Period of its performance under this Agreement for each Specified Activity and its compliance with the Performance Criteria. USWC shall provide to CLEC such records in a self-reporting format. The parties agree that such records shall be deemed "Proprietary Information"
- E. **Cost Recovery.** USWC reserves the right to recover the costs associated with the creation of the above reports and standards through a future proceeding before a regulatory body. Such a proceeding may address a wide range of implementation costs not otherwise recovered through charges established herein.

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### **XXXIII. ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)**

#### **A. Operational Systems Interfaces - Interface Implementation Timetable**

USWC's initial operational systems interfaces deployment on January 1, 1997, will support Pre-ordering, Ordering, Provisioning and Repair capabilities for POTS (non-design) services and Billing capabilities for most USWC product offerings. Subsequent phases of the plan incorporate the capabilities to support designed services for Pre-ordering, Ordering, Provisioning, and Maintenance and Repair. Timeframes for delivery of the operational support systems for designed services are estimated to be between the 2nd and 3rd quarters of 1997.

#### **B. OSS Interface Design**

1. USWC will develop OSS interfaces using an electronic gateway solution consistent with the design prescribed by the FCC, Docket 96-98, FCC 96-325, paragraph 527. These gateways will act as a mediation or control point between CLEC's and USWC's Operations Systems. Additionally, these gateways will provide security for the interface, protecting the integrity of the USWC network and its databases, and ensuring that information privacy is maintained.
2. Baseline gateway architecture will initially incorporate a "World Wide Web"- based, human-readable format for the transaction-type interfaces to meet the needs of CLEC. Different batch-type interfaces will be proposed in selected areas based on existing standards for their application. USWC will offer a machine-to-machine based protocol interface (e.g., CMIP) by November 1, 1997, for trouble ticketing and by 1st quarter 1998 for Pre-ordering, Ordering and Provisioning.
3. USWC proposes the use of the existing Electronic Data Interchange ("EDI") standard for the transmission of monthly local billing information. EDI is an established standard under the auspices of the American National Standards Institute/Accredited Standards Committee (ANSI/ASC) X12 Committee. A proper subset of this specification has been adopted by the Telecommunications Industry Forum (TCIF) as the "811 Guidelines" specifically for the purposes of telecommunications billing.
4. For the exchange of daily usage data, including third party billed, collect, and card calls, USWC will use the Bellcore EMR format for the records, using the Network Data Mover ("NDM"), otherwise also known as the Connect:Direct method to transmit the information to carriers.
5. For the exchange of Centralized Message Distribution System (CMDS) data, USWC will use the existing CMDS record format, and again will use

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the Network Data Mover ("NDM"), Connect:Direct method to transmit the information to carriers.

## **C. Accessible OSS Functions**

### **1. Pre-ordering and Ordering**

"Pre-Ordering" and "Ordering" encompasses the preliminary set of activities whereby a service representative dialogs with the customer in order to obtain the information required to write a service order and consists of the following functions: verify an address, check service availability, reserve a telephone number, check for appointment availability, reserve an appointment and return customer service information. USWC will provide on-line capabilities to perform these functions. These functions are described as follows.

#### **a. Address Verification**

Provides CLEC with the ability to query for and receive the customer service location, serving central office, and facility indicators. The facilities indicator will indicate the availability of facilities for one access line at the address, if the cable pair is available or working. If the cable pair is working, an indication of a pending disconnect order and the due date will be provided. This function does not reserve cable pairs.

#### **b. Telephone Number Reservation**

Provides CLEC with the capability to identify if one or more telephone numbers are available and reserve them if available. This includes the ability to reserve one or more specific numbers (vanity numbers), a block of sequential or random block of numbers by serving central office and/or NXX. If a work order is not received within a negotiated amount of time, the reservation will automatically expire.

#### **c. Appointment Availability & Reservation**

Provides CLEC with the capability to determine the next available due date, the availability of a specific date, an indication if the date is available or a selection of the next available date any closed dates beyond that date, and reservation of an available appointment.

#### **d. Service Availability**

Allows CLEC to determine the availability of services and facilities to a specific end-users' location(s). This capability indicates is the service is available, that tariff rates apply, the amounts of any



additional recurring and non-recurring costs, and the interval to be used when ordering the service.

e. Customer Service Information Request

Gives CLEC the ability to request a listing of existing services, features, directory listing and equipment for a customer account.

f. Circuit Request

Provides CLEC with the capability to identify and obtain circuit identifications. If a work order is not received within a negotiated amount of time, the request will automatically expire.

2. Provisioning

When the "pre-ordering" and "ordering" steps are completed, the requisite information will have been obtained from the customer and the initiation of a work order can begin. Submitting a work order will result in the provisioning and installation, if necessary, of a customer's service. The functional set required to order service is: open a work order, cancel a work order, change a work order, send a firm order confirmation, send notification of order jeopardy, send notification of status change and send notification of order completion.

a. Work Order Request & Receipt

Enables CLEC to submit a work request indicating the actions required for the provisioning of products, services and features, and acknowledges the receipt of the work order, and includes the date and time the transaction was received.

b. Work Order Change & Cancellation

Enables CLEC to submit a change request or cancellation notice in order to modify a previously submitted work order.

c. Status Query

Gives CLEC the ability to determine the current status of orders and will include the due date and remarks pertinent to the order status

d. Jeopardy Notification & Response

Provides CLEC with a notification that the requested due date cannot be met for a non-confirmed order or that there is a critical date in jeopardy for a confirmed order, and will accept CLEC's

response indicating the action to be taken on the jeopardy notification.

e. Firm Order Confirmation

Provides CLEC with a confirmation that the work order has been accepted and is anticipated to be completed by the due date. If the due date cannot be met, CLEC will receive a Jeopardy Notification, not a Firm Order Confirmation.

f. Work Order Completion

Provides CLEC notification that the order has been completed, including a summary of the account containing directory information, services, associated features, and recurring and non-recurring charges.

3. Maintenance & Repair

Repair capabilities allow CLEC to report trouble with communications circuits and services provided by USWC. The functions, processes, and systems used in repair are based on a Trouble Report (TR), which is an electronic document maintained in one or more Operations Systems. A TR contains information about the customer, the trouble, the status of the work on the trouble and the results of the investigation and resolution efforts. These business capabilities will be made available to CLEC in the following functional set: open a trouble report, cancel a trouble report, send notification of status change and close a trouble report.

a. Open Trouble Report

Gives CLEC the capability to enter a trouble report which initiates USWC repair activities.

b. Cancel Trouble Report

Gives CLEC the capability to cancel a trouble report that they had previously opened.

c. Trouble Report Closure

Informs CLEC as soon as a trouble report (that they opened) has been closed, indicating USWC has completed repair activities and considers the trouble resolved.

d. Get Current Trouble Report Status

Allows CLEC to request the current status of a TR that the customer previously opened with USWC. It is only allowed on

trouble reports which were entered by the customer requesting the status.

e. **Modify Trouble Report**

Allows CLEC to change certain data in a TR that the customer previously opened with USWC, possibly affecting USWC repair activities (with some negotiable exceptions). It is only allowed on trouble reports which were entered by the customer making the modification, and does not necessarily protect the customer from charges associated with previous information in the TR.

f. **Escalate Trouble Report**

Allows CLEC to bring a TR that the customer previously opened with USWC to the attention of a higher level of supervision within USWC, with the expectation that the TR will get more attention. It is only allowed on trouble reports which were entered by the customer requesting the escalation, and typically needs to be responded to by the person at the level escalated to within a negotiated time frame.

g. **Verify Features**

Allows CLEC to verify line features on an existing line.

h. **Text Messaging**

Allows textual communication between USWC and CLEC personnel for the purpose of resolving the trouble. The messages are logged in the TR, thus the function can only be performed for trouble reports which were entered by the customer involved in the messaging. Specific uses of this messaging include allowing the customer to add descriptive information about the trouble, allowing USWC to request additional trouble information, and allowing USWC to implement the status window functionality through manual procedures.

i. **Trouble History**

Provides CLEC with trouble history information currently retained on the circuit.

j. **Testing**

Notifies CLEC of the results of initial or subsequent circuit tests for a TR previously opened by that customer.

## **D. Billing Interfaces**

USWC offers interfaces for the exchange of several types of billing data:

- Monthly Billing Information,
- Daily Usage Data,
- Local Account Maintenance Report,
- Centralized Message Distribution System (CMDS) messages,
- Routing of in-region intraLATA collect, calling card, and third number billed messages.

1. Monthly Billing Information

Includes all connectivity charges, credits, and adjustments related to network elements and USWC-provided local service.

2. Daily Usage Data

The accumulated set of call information for a given day as captured, or "recorded," by the network switches. USWC will provide this data to CLEC with the same level of precision and accuracy it provides itself. Such precision cannot and will not exceed the current capabilities of the software in the switches today.

3. Local Account Maintenance Report

A report, consisting of the list of phone numbers to which the carrier started providing service since the last report, and the list of phone numbers to which the carrier is no longer providing service since the last report.

4. Centralized Message Distribution System ("CMDS")

Distribution of CMDS messages for CLEC customers

5. Routing of In-region IntraLATA Collect, Calling Card, and Third Number Billed Messages

USWC will distribute in-region intraLATA collect, calling card, and third number billed messages to CLEC and exchange with other CLECs operating in region in a manner consistent with existing inter-company processing agreements. Whenever the daily usage information is transmitted to a carrier, it will contain the records for these types of calls as well.

## **E. Compensation**

1. Compensation for OSS access will consist of an initial access fee amounting to the cost of computing equipment ("hardware"), computing

software, telecommunications links, and/or labor expenses incurred in establishing these interfaces specifically to a given carrier, or their fair share of expenses among multiple carrier. In addition to the initial access fee, USWC will charge an on-going transaction fee.

2. The initial access fee cannot be determined until the specific access for a given carrier is engineered and implemented, as the capacity of that interface is unknown at this time. For example, the capacities of the Operations Systems interfaces are dependent upon the number of Business Office Representatives entering orders or the number of Repair Service Representatives entering trouble tickets. However, these costs can be substantiated by purchasing invoices for the communications and computing hardware and software, and by time reports for the labor expended in their design and implementation. Labor will be billed at the prevailing rates for contract labor for similar services.
3. The transaction fee will be billed at a rate to be specified later at the completion of an appropriate cost study. A transaction is defined to be an exchange (request and response) of information across the interface. This might be an order request, a trouble report, a data query, or a status inquiry. The portion of costs which will be considered in this study would be the computer hardware and operations expense attributable to the incremental systems work load due to the transactions from CLEC, as shown above.

#### XXXIV. IMPLEMENTATION SCHEDULE

Within 6 months from the date of final approval of this Agreement, the Parties agree to make a good faith effort to complete each of the following interconnection arrangements:

- a) Two-way trunk groups, as listed in Section VI, Paragraph G(2) herein, necessary for the mutual exchange of traffic.
- b) E-911 Trunking and database access;
- c) SS7 Interconnection and Certification;
- d) Directory Listings Arrangements and Directory Assistance Interconnection;
- e) Access to Unbundled Loops in at least one wire center;
- f) Completion of Physical Collocation arrangements in at least one USWC wire center.
- g) Completion of inter-carrier billing arrangements necessary for the joint provision of switched access services and for reciprocal traffic exchange.

## **XXXV. MISCELLANEOUS TERMS**

### **A. General Provisions**

- 1) Each Party shall use its best efforts to comply with the Implementation Schedule.
- 2) Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with CLEC' network and to terminate the traffic it receives in that standard format or the proper address on its network. Such facility shall be designed based upon the description and forecasts provided under this Agreement. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.
- 3) Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either Party's Customers, and each Party may discontinue or refuse service if the other Party violates this provision. Upon such violation, either Party shall provide the other Party notice of such violation, if practicable, at the earliest practicable time.
- 4) Each Party is solely responsible for the services it provides to its Customers and to other Telecommunications Carriers.
- 5) The parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

### **B. Most Favored Nation Terms and Treatment**

The parties agree that the provisions of Section 252(i) of the Act shall apply, including state and federal interpretive regulations in effect from time to time.

### **C. Letter of Authorization**

Where so indicated in specific sections of this Agreement, CLEC is responsible to have a Letter of Authorization. CLEC is solely responsible to obtain authorization from its end user for the handling of the disconnection of the end user's service with USWC, the provision of service by CLEC, and the provision of Unbundled Loops and all other ancillary services. Should a dispute or discrepancy arise regarding the authority of CLEC to act on behalf of the end user, CLEC is responsible for providing written evidence of its authority to USWC.

### **D. Payment**

1. Amounts payable under this Agreement are due and payable within thirty (30) days after the date of invoice.
2. Unless otherwise specified, any amount due and not paid by the due date stated above shall be subject to a late charge equal to either i) 0.03 percent per day compounded daily for the number of calendar days from the payment due date to and including, the date of payment, that would result in an annual percentage rate of 12% or ii) the highest lawful rate, whichever is less. If late payment charges for services are not permitted by local jurisdiction, this provision shall not apply.

**E. Taxes**

Each party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party.

**F. Intellectual Property**

1. Each Party hereby grants to the other Party the limited, personal and nonexclusive right and license to use its patents, copyrights and trade secrets but only to the extent necessary to implement this Agreement or specifically required by the then applicable federal and state rules and regulations relating to interconnection and access to telecommunications facilities and services, and for no other purposes. Nothing in this Agreement shall be construed as the grant to the other Party of any rights or licenses to trademarks.
2. The rights and licenses under Section F. 1. above are granted "AS IS" and the other Party's exercise of any such right and license shall be at the sole and exclusive risk of the other Party. Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding (hereinafter "claim") by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement constitutes infringement, or misuse or misappropriation of any patent, copyright,



trade secret, or any other proprietary or intellectual property right of any third party.

3. CLEC shall not, without the express written permission of USWC, state or imply that; 1) CLEC is connected, or in any way affiliated with USWC or its affiliates, 2) CLEC is part of a joint business association or any similar arrangement with USWC or its affiliates, 3) USWC and its affiliates are in any way sponsoring, endorsing or certifying CLEC and its goods and services, or 4) with respect to CLEC advertising or promotional activities or materials, that the resold goods and services are in any way associated with or originated from USWC or any of its affiliates. Nothing in this paragraph shall prevent CLEC from truthfully describing the network elements it uses to provide service to its customers.

#### **G. Severability**

The Parties recognize that the FCC is promulgating rules addressing issues contained in this Agreement. In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under law or regulation, the parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either party may seek regulatory intervention, including negotiations pursuant to Sections 251 and 252 of the Act.

#### **H. Responsibility for Environmental Contamination**

Neither Party shall be liable to the other for any costs whatsoever resulting from the presence or Release of any Environmental Hazard that either Party did not introduce to the affected Work Location. Both Parties shall defend and hold harmless the other, its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any Environmental Hazard that the indemnifying party, its contractors or agents introduce to the Work Locations or (ii) the presence or Release of any Environmental Hazard for which the indemnifying party is responsible under Applicable Law.

#### **I. Responsibility of Each Party**

Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage,

transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at work locations or, (ii) waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the work locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

**J. Referenced Documents**

All references to Sections, Exhibits, and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. Whenever any provision of this Agreement refers to a technical reference, technical publication, CLEC practice, USWC practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) or such document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) or each document incorporated by reference in such a technical reference, technical publication, CLEC practice, USWC practice, or publication of industry standards (unless CLEC elects otherwise). Should there be any inconsistency between or among publications or standards, CLEC shall elect which requirement shall apply.

**K. Publicity and Advertising**

Neither party shall publish or use any advertising, sales promotions or other publicity materials that use the other party's logo, trademarks or service marks without the prior written approval of the other party.

**L. Executed in Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

**M. Headings of No Force or Effect**

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

**N. Entire Agreement**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

**O. Joint Work Product.**

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

**P. Disclaimer of Agency**

Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

**Q. Survival**

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

**R. Effective Date**

This Agreement shall become effective pursuant to Sections 251 and 252 of the Act.

**S. Amendment of Agreement**

CLEC and USWC may mutually agree to amend this Agreement in writing. Since it is possible that amendments to this Agreement may be needed to fully satisfy the purposes and objectives of this Agreement, the Parties agree to work cooperatively, promptly and in good faith to negotiate and implement any such additions, changes and corrections to this Agreement.

**T. Indemnity**

1. Each of the Parties agrees to release, indemnify, defend and hold harmless the other Party and each of its officers, directors, employees

and agents (each an "Indemnitee") from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, costs and attorneys' fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for loss, damage to, or destruction of property, whether or not owned by others, resulting from the indemnifying Party's performance, breach of Applicable Law, or status of its employees, agents and subcontractors; or for failure to perform under this Agreement, regardless of the form of action.

2. The indemnification provided herein shall be conditioned upon:
  - a. The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.
  - b. The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense.
  - c. In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party.

#### **U. Limitation of Liability**

- 1) Except as otherwise provided in the indemnity section, no Party shall be liable to the other Party for any Loss, defect or equipment failure caused by the conduct of the other Party, the other Party's agents, servants, contractors or others acting in aid or concert with the other Party.
- 2) Except for Losses alleged or made by a Customer of either Party, in the case of any Loss arising from the negligence or willful misconduct of both Parties, each Party shall bear, and its obligations under this Section shall be limited to, that portion (as mutually agreed to by the Parties) of the resulting expense caused by its (including that of its agents, servants, contractors or others acting in aid or concert with it) negligence or willful misconduct.
- 3) Except for indemnity obligations, each Party's liability to the other Party for any Loss relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract or in tort, shall be limited to the total amount that is or would have been charged to the other Party by

such negligent or breaching Party for the service(s) or function(s) not performed or improperly performed.

- 4) In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages; provided, that the foregoing shall not limit a Party's obligation to indemnify, defend and hold the other Party harmless against any amounts payable to a third party, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorneys' fees) and Consequential Damages of such third party. Nothing contained in this section shall limit either Party's liability to the other for (i) willful or intentional misconduct (including gross negligence); (ii) bodily injury, death or damage to tangible real or tangible personal property proximately caused by such party's negligent act or omission or that of their respective agents, subcontractors or employees nor shall anything contained in this section limit the Parties' indemnification obligations, as specified below.

**V. Term of Agreement**

This Agreement shall be effective for a period of 2 1/2 years, and thereafter the Agreement shall continue in force and effect unless and until a new agreement, addressing all of the terms of this Agreement, becomes effective between the Parties. The Parties agree to commence negotiations on a new agreement no later than two years after this Agreement becomes effective.

**W. Controlling Law**

This Agreement was negotiated by the Parties in accordance with the terms of the Act and the laws of the state where service is provided hereunder. It shall be interpreted solely in accordance with the terms of the Act and the applicable state law in the state where the service is provided.

**X. Cancellation Charges**

Except as provided pursuant to a Network Element Network Interconnection and Unbundled Element Request, or as otherwise provided in any applicable tariff or contract referenced herein, no cancellation charges shall apply.

**Y. Regulatory Approval**

The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC. In the event the Commission rejects any portion of this Agreement, the parties agree to meet and

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negotiate in good faith to arrive at a mutually acceptable modification to the rejected portion.

**Z. Compliance**

Each party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement.

**AA. Compliance with the Communications Law Enforcement Act of 1994 ("CALEA")**

Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA. Each party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

**BB. Independent Contractor**

Each party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each party has sole authority and responsibility to hire, fire and otherwise control its employees.

**CC. Force Majeure**

Neither party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Event") In the event of a labor dispute or strike the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.

**DD. Dispute Resolution**

The Parties agree, in good faith, to attempt to resolve any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or

affiliated agents ("Dispute") through negotiation or non-binding arbitration. This paragraph shall not be construed to waive the Parties' rights to seek legal or regulatory intervention as provided by state or federal law.

**EE. Commission Decision**

This Agreement shall at all times be subject to such review by the Commission or FCC as permitted by the Act. If any such review renders the Agreement inoperable or creates any ambiguity or requirement for further amendment to the Agreement, the Parties will negotiate in good faith to agree upon any necessary amendments to the Agreement.

**FF. Nondisclosure**

1. All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with customer specific, facility specific, or usage specific information, other than customer information communicated for the purpose of publication of directory database inclusion, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated orally and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Proprietary Information.
2. Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes.
3. Each Party shall keep all of the other Party's Proprietary Information confidential and shall use the other Party's Proprietary Information only in connection with this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.
4. Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as:



- a. was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or
  - b. is or becomes publicly known through no wrongful act of the receiving Party; or
  - c. is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or
  - d. is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or
  - e. is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights; or
  - f. is approved for release by written authorization of the disclosing Party; or
  - g. is required to be made public by the receiving Party pursuant to applicable law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.
5. **Effective Date Of This Section.** Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement.

**GG. Notices**

Any notices required by or concerning this Agreement shall be sent to the Parties at the addresses shown below:

USWC

Mark Reynolds, Director Interconnection Services  
 1600 7th Ave, Room 3002  
 Seattle, WA 98191

CLEC

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Each Party shall inform the other of any changes in the above addresses.

**HH. Assignment**

Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party provided that each Party may assign this Agreement to a corporate affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

**II. Warranties**

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**JJ. Default**

If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other provision of this Agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the other Party may seek legal and/or regulatory relief. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

**KK. No Third Party Beneficiaries**

Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

**LL. Escalation Procedures**

CLEC and U S WEST agree to exchange escalation lists which reflect contact personnel including vice president-level officers. These lists shall include name, department, title, phone number, and fax number for each person. CLEC and U S WEST agree to exchange an up-to-date list on a quarterly basis.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

**CLEC**

**U S WEST Communications, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed/Typed

\_\_\_\_\_  
Name Printed/Typed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX A**  
**Rates and Charges**

**APPENDIX B  
ENGINEERING REQUIREMENTS  
TRUNK FORECAST FORMS**

**INTERCONNECTION CHECKLIST  
MEET POINT**

**DATE OF MEETING:**

**Interconnector Information**

Name:	
Address:	
City, State, Zip:	
Technical Contact Person:	
Technical Contact Person Telephone #:	
USWC Negotiator:	
USWC Negotiator Telephone #:	
<b>Desired U S WEST Central office</b>	
CLLI:	
Central Office address:	
City, State:	
Meet Point Address:	

**Equipment**

Manufacture/ model#	Quantity	

**Cable Makeup**

Number of cables:	
Number of fibers per cable:	
Distance from USW to Meet Point	
Distance from AT&T to Meet Point	

**Service Requirements**

	Year 1	Year 2	Year 3
DS3			
DS1			

**Remarks:**

**Please attach a sketch of the requested meet point arrangement:**

**Appendix B -- PAGE 2  
INTERCONNECTION CHECKLIST  
ADDITIONAL TRUNKING**

**Interconnector Information**

Name:	
Address:	
City, State, Zip:	
Technical Contact Person:	
Technical Contact Person Telephone #:	
USWC Negotiator:	
USWC Negotiator Telephone #:	
<b>Desired Central office (TANDEM)</b>	
CLLI:	
Central Office address:	
City, State:	
Meet Point Address:	

**Service Requirements**

	Year 1	Year 2	Year 3
USW End Office:			
- Terminating CCS (peak busy hr)			
- Number Portability:			
Arrangements			
Call paths per # ported			
USW End Office:			
- Terminating CCS (peak busy hr)			
- Number Portability:			
Arrangements			
Call paths per # ported			
USW End Office:			
- Terminating CCS (peak busy hr)			
- Number Portability:			
Arrangements			
Call paths per # ported			
USW End Office:			
- Terminating CCS (peak busy hr)			
- Number Portability:			
Arrangements			
Call paths per # ported			

**Remarks:**

**Please attach a sketch of the agreed upon meet point arrangement**

**Appendix C**

**PHYSICAL COLLOCATION AGREEMENT**

**BETWEEN**

**US WEST COMMUNICATIONS**

**AND**

**CLEC**

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## PHYSICAL COLLOCATION AGREEMENT

THIS PHYSICAL COLLOCATION AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 19\_\_ by and between US WEST COMMUNICATIONS, a Colorado corporation ("USWC"), and CLEC, a \_\_\_\_\_ corporation, its successors and assigns ("Interconnector").

### WITNESSETH

WHEREAS, USWC is an incumbent local exchange carrier having a statutory duty to provide for "physical collocation" of "equipment necessary for interconnection or access to unbundled network elements at its Premises, U.S.C. 251(c)(6); and

WHEREAS, the Interconnector wishes to physically locate certain of its equipment within the Premises (as defined herein) and connect with USWC; and

NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, USWC and the Interconnector (the "parties") agree as follows:

### ARTICLE I - PREMISES

1.1 Right to Use. Subject to this Agreement, USWC grants to Interconnector the right to use the premises described on Exhibit C ("Premises"), attached and incorporated herein, within real property at \_\_\_\_\_ in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_.

1.2 Relocation. Notwithstanding Section 1.1, in the event that it is necessary for the Premises to be moved within the structure in which the Premises is located ("Physical Collocation Site") or to another USWC Physical Collocation Site, at the Interconnector's option, the Interconnector shall move its facilities to the new Premises. The Interconnector shall be responsible for the preparation of the new Premises if such relocation arises from circumstances beyond the reasonable control of USWC, including condemnation or government order or regulation that makes the continued occupancy of the Premises or Physical Collocation Site impossible. Otherwise USWC shall be responsible for any such preparation and shall bear all costs associated with the relocation.

If the Interconnector requests that the Premises be moved within the Physical Collocation Site or to another USWC Physical Collocation Site, USWC shall permit the Interconnector to relocate the Premises, subject to availability of space and associated requirements. The Interconnector shall be responsible for all applicable charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Premises.

In either such event, the new Premises shall be deemed the "Premises" hereunder and the new Physical Collocation Site (where applicable) the "Physical Collocation Site."

1.3 The Premises. USWC agrees, at the Interconnector's sole cost and expense as set forth herein, to prepare the Premises in accordance with working drawings and specifications entitled \_\_\_\_\_ and dated \_\_\_\_\_, which documents, marked Exhibit C, are attached and incorporated herein. The preparation shall be arranged by USWC in compliance with all applicable codes, ordinances, resolutions, regulations and laws. In return for the Interconnector's agreement to make the payments required by Section 2.1 hereof, USWC agrees to pursue diligently the preparation of the Premises for use by the Interconnector.

## **ARTICLE II - EFFECTIVENESS AND REGULATORY APPROVAL**

2.1 Submission to State Commission. The Agreement is prepared as a component of the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, between USWC and CLEC Communications Company, Inc. ("Interconnection Agreement"), and the parties intend to submit the Agreement and other elements of the Interconnection Agreement to state commissions for approval under the provisions of 47 U.S.C. § 252. This Agreement is conditioned upon the approval of this Agreement and the Interconnection Agreement. After execution of this Agreement, the parties shall submit it and the applicable Interconnection Agreement to the State commission in the State in which the Premises is located for approval, and shall defend the Agreement and support any reasonable effort to have this Agreement so approved, including the supplying of witnesses and testimony if a hearing is held.

2.2 Failure to Receive Approval. If this Agreement does not receive such unqualified approval, this Agreement shall be void upon written notice of either party to the other after such regulatory action becomes final and unappealable. Thereafter Interconnector may request to begin negotiations again under 47 U.S.C. 251. Alternatively, the parties may both agree to modify this Agreement to receive such approval, but neither shall be required to agree to any modification. Any agreement to modify shall not waive the right of either party to pursue any appeal of the ruling made by any reviewing regulatory commission or to seek arbitration of any of the terms of this Agreement or any of the terms of the Interconnection Agreement.

2.3 Preparation Prior to Regulatory Approval. At the written election of the Interconnector, USWC shall begin preparing the Premises for the Interconnector prior to receiving the approval required by Section 2.1 hereof. Except as specified in the Interconnection Agreement, the evidence of such election shall be the delivery to USWC of a letter requesting that USWC begin preparations, payment of 50 percent of the non-recurring charge for preparing the Premises for use by CLEC, and the promise of CLEC to pay the balance of the non-recurring charges as provided in this Agreement. Payment to USWC of the remaining non-recurring charges due under this Agreement shall be due one month after the Interconnector's equipment is installed at the Premises, interconnected with USWC and operational as described in Section 3.2 below. Upon such an election, this Agreement shall

become effective but only insofar as to be applicable to Premises preparation. If the Agreement does not become fully effective as contemplated by this Article due in any part to USWC not fulfilling its obligation under 2.1 preceding, the Interconnector shall be entitled to a refund of all payments made to USWC for preparation.

### **ARTICLE III - TERM**

3.1 Commencement Date. This Agreement shall be a term agreement, beginning on the "Commencement Date" and ending on a date five years afterwards. The "Commencement Date" shall be the first day after the Interconnector's equipment becomes operational as described in Section 3.2. At the end of the term and unless the parties agree to an extension or a superseding arrangement, this Agreement shall automatically convert to a month-to-month Agreement.

3.2 Occupancy. Unless there are unusual circumstances, USWC will notify the Interconnector that the Premises is ready for occupancy within five (5) days after USWC completes preparations described in Section 2.3. The Interconnector must place operational telecommunications equipment in the Premises and connect with USWC's network within one hundred fifty (150) days after receipt of such notice; provided, however, that such one hundred fifty day period shall not begin until regulatory approval is obtained under Article II and, further, that USWC may extend beyond the one hundred fifty days upon a demonstration by the Interconnector of a best efforts to meet that deadline and circumstances beyond its reasonable control that prevented the Interconnector from meeting that deadline. If the Interconnector fails to do so, this Agreement is terminated on the thirtieth (30<sup>th</sup>) day after USWC provides to the Interconnector written notice of such failure and the Interconnector does not place operational telecommunications equipment in the Premises and connect with USWC's network by such thirtieth day. In any such event, the Interconnector shall be liable in an amount equal to the unpaid balance of the preparation charges due. For purposes of this Section, the Interconnector's telecommunications equipment is considered to be operational and interconnected when connected to USWC's network for the purpose of providing service.

### **ARTICLE IV - PREMISES CHARGES**

4.1 Monthly Charges. Beginning on the Commencement Date, Interconnector shall pay to USWC monthly fees as specified in Exhibit A.

4.2 Billing. Billing for Monthly Charges shall occur on or about the 25th day of each month, with payment due thirty (30) days from the bill date. USWC may change its billing date practices upon providing ninety (90) days written notice to the Interconnector. Each USWC bill must identify the Premises location by CLLI and/or address and must separately identify any non-contiguous Premises within the Physical Collocation Site. Further, USWC must specify separately for each Premises CLLI and/or address and for any non-contiguous Premises each rate element individually along with the quantity purchased by the Interconnector at that (those) Premises and the individual rate charged for each element along with the dates for which such

charges apply. USWC shall promptly adjust Interconnector's account in each instance of misbilling identified and demonstrated by the Interconnector.

4.3 Nonrecurring Charges.

- (a) The one-time charge for preparing the Premises for use by the Interconnector as well as all other one-time charges associated with the Interconnector's request shall be exactly as stated in Exhibit B.
- (b) USWC will contract for and perform the procurement, construction and preparation activities underlying the Monthly Fees and Nonrecurring Charges, using the same or consistent practices that are used by USWC for other construction and preparation work performed in the Physical Collocation Site and shall make every possible effort to obtain all necessary approvals and permits, where applicable, promptly. USWC will obtain more than one trade subcontractor submission to the extent available when the initial trade subcontractor bid, proposal or quotation associated with an ICB pursuant to Exhibit B exceeds ten-thousand dollars (\$10,000.00). It is understood and agreed that any such request for additional subcontractor submissions will likely add to the time necessary to provide physical collocation and, for that reason, Interconnector reserves the right to authorize USWC to forgo such additional bids but will only do so in writing. USWC will permit the Interconnector to inspect all supporting documents for the Monthly Fees and Nonrecurring Charges. Any dispute regarding such USWC charges will be subject to the dispute resolution provisions hereof. Notwithstanding the above, the Interconnector may directly contract with any supplier, vendor, subcontractor, or contractor that USWC approves for such work (including but not limited to the procurement and installation of cages) and may, at Interconnector's election, be solely responsible for any and all payments due to such supplier, vendor, subcontractor or contractor for such procurement, construction and preparation activities. Where Interconnector exercises this right, Interconnector shall pay to USWC only those amounts associated with labor hours of USWC personnel necessary for such USWC personnel to observe and approve such work at the Premises within the Physical Collocation Site.
- (c) Nonrecurring Charges associated with the point-of-termination bay shall be applied to the Interconnector by USWC only where the Interconnector requests in writing that USWC supply such point-of-termination bay. Otherwise, the Interconnector shall be responsible for purchasing such point-of-termination bays and for arranging their installation by a vendor, subcontractor or contractor approved by USWC to perform such work.

4.4 Preparation. USWC will begin preparation on execution of this Agreement and upon receipt of written notice from Interconnector as described in Section 2.3.

4.5 Pre-Preparation Access. USWC shall permit the Interconnector to have access to the Premises for the purpose of inspection once physical collocation site preparation activities have begun. Interconnector agrees to limit the number of such inspections to three per Premises except where such inspection exposes a non-conformance with the Interconnector's requirements as stated in its initial request or this Agreement.

4.6 Breach Prior to Commencement Date. If the Interconnector materially breaches this Agreement by purporting to terminate this Agreement after USWC has begun preparation of the Premises then, in addition to any other remedies that USWC might have, the Interconnector shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; subcontractor charges paid by USWC for work performed on behalf of Interconnector; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided and used; labor for work done on behalf of Interconnector for preparation; transportation and any other associated costs. USWC shall provide Interconnector with a detailed invoice showing the costs it incurred associated with preparation. Further, at the Interconnector's election, USWC shall provide to the Interconnector all materials that it determined to be unsalvageable. Should the costs incurred by USWC be used for the provision of a collocation arrangement for a third party, such costs shall be refunded to the Interconnector.

4.7 Space Preparation Fee True-Up. For all work performed by USWC and by vendors, subcontractors and contractors hired by USWC in order to prepare the Premises pursuant to the Interconnector's written request and pursuant to 4.3 preceding, USWC shall within ninety (90) days of the completion of the Premises preparation work perform a true-up of all USWC, vendor, subcontractor and contractor bill amounts associated with any ICB pricing performed pursuant to Exhibit B. If the resulting total cost is less than that paid by the Interconnector, then USWC shall within thirty (30) days refund to the Interconnector the difference between the actual cost and the payment that the Interconnector had previously submitted to USWC. Alternatively, if the total cost exceeds that previously paid by the Interconnector, then the Interconnector shall submit payment to USWC for the difference within thirty (30) days for its receipt of the bill for such an amount. Nothing in either case releases USWC from its obligation to make best-faith efforts to achieve the lowest-available cost for the preparation work that it proves is necessary or releases USWC from its obligation to allow the Interconnector to inspect such documents pursuant to 4.3 preceding.

## **ARTICLE V - INTERCONNECTION CHARGES**

Charges for interconnection and collocation shall be set forth in Exhibits A and B.

## **ARTICLE VI - DEMARCATION POINT**

6.1 Cable Entrances. The Interconnector shall use a dielectric fiber optic cable as a transmission medium to the Premises, or other transmission media as it determines is

necessary in order to provide services for which it has legal and regulatory authority. The Interconnector shall be permitted at least two (2) cable entrance routes into the Premises whenever two entrance routes are used by USWC at that Physical Collocation Site.

6.2 Demarcation Point. USWC and the Interconnector shall designate the point(s) of interconnection within the Physical Collocation Site as the point(s) of physical demarcation between the Interconnector's network and USWC's network, with each being responsible for maintenance and other ownership obligations and responsibilities on its side of that demarcation point. USWC and the Interconnector anticipate that the demarcation point will be within the point-of-termination bay which the Interconnector may elect to provide and install pursuant to 4.3 preceding. Where no point of termination bay is elected by the Interconnector, the point(s) of interconnection shall be specified in Exhibit D.

## ARTICLE VII - USE OF PREMISES

7.1 Nature of Use. The Premises are to be used by the Interconnector for purposes of locating equipment and facilities within USWC's Physical Collocation Sites to connect with USWC services or facilities and other Interconnectors. USWC shall permit Interconnector to place, maintain and operate on Premises any equipment, pursuant to the FCC's regulations on the types of equipment required to be collocated. Consistent with the nature of the Premises and the environment of the Premises, the Interconnector shall not use the Premises for office, retail, or sales purposes. No signs or marking of any kind by the Interconnector shall be permitted on the Premises or on the grounds surrounding the Premises.

7.2 Administrative Uses. The Interconnector may use the Premises for placement of equipment and facilities only. The Interconnector's employees, agents and contractors shall be permitted access to the Premises at all reasonable times, provided that the Interconnector's employees, agent and contractors comply with USWC's policies and practices pertaining to fire, safety and security. The Interconnector agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Premises. Upon the expiration of the Agreement, the Interconnector shall surrender the Premises to USWC in the same condition as when first occupied by the Interconnector except for ordinary wear and tear.

7.3 Threat to Network or Facilities. Interconnector equipment or operating practices representing a significant demonstrable technical threat to USWC's network or facilities, including the Premises, are strictly prohibited.

7.4 Interference or Impairment. Notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Premises shall not interfere with or impair service over any facilities of USWC or the facilities of any other person or entity located in the Physical Collocation Site; create hazards for or cause damage to those facilities, the Premises, or the Physical Collocation Site; impair the privacy of any communications carried in, from, or through the Physical Collocation Site; or create hazards or cause physical harm to any individual or the public. Any of the foregoing events would be a material breach of this Agreement if, after USWC's submission to Interconnector of written

notice of such interference or impairment, Interconnector did not promptly work to eliminate the interference or impairment.

7.5 Interconnection to Others. The Interconnector may directly connect to other Interconnectors' facilities within the Physical Collocation Site. USWC agrees to provide to Interconnector, upon its receipt of the Interconnector's written request, any facilities necessary for such interconnection wherever such facilities exist or can be made available and USWC shall provide any such facilities pursuant to 4.3 preceding and Exhibits A and B. Further, USWC agrees to provide to the Interconnector, upon its receipt of the Interconnector's written request, unbundled network transmission elements at rates specified in Exhibits A and B, and USWC will facilitate interconnection of the Interconnector's collocation equipment to other services offered in USWC's tariffs or other Agreements (e.g., Synchronous Service Transport service). For the purposes of Interconnection to Others, where the other Interconnector's Interconnection Agreement differs from this Agreement, the less restrictive terms and conditions relating to such direct interconnection and the lower charges identified in the two Agreements for such direct interconnection shall apply to both Interconnectors for all Interconnection between those two Interconnectors. Interconnector agrees to continue to pay to USWC all applicable Monthly Charges for space, power and for all other interconnection circuits at the Premises.

7.6 Personality and its Removal. Subject to the Article, the Interconnector may place or install in or on the Premises such fixtures and equipment as it shall deem desirable for the conduct of business. Personal property, fixtures and equipment placed by the Interconnector in the Premises shall not become a part of the Premises, even if nailed, screwed or otherwise fastened to the Premises, but shall retain their status as personality and may be removed by Interconnector at any time. Any damage caused to the Premises by the removal of such property shall be promptly repaired by Interconnector at its expense.

7.7 Alterations In no case shall the Interconnector or any person purporting to be acting through on or behalf of the Interconnector make any rearrangement, modification, improvement, addition, repair, or other alteration to the Premises or the Physical Collocation Site without the advance written permission and direction of USWC. USWC shall make best efforts to honor any reasonable request for a modification, improvement, addition, repair, or other alteration proposed by the Interconnector, provided that USWC shall have the right to, for reasons that it specifies in writing, reject or modify any such request except as required by state or federal regulators. The cost of any such specialized alterations shall be paid by Interconnector in accordance with the terms and conditions identified in Article IV herein.

## **ARTICLE VIII - STANDARDS**

8 Minimum Standards. This Agreement and the physical collocation provided hereunder is made available subject to and in accordance with the (i) Bellcore Network Equipment Premises System (NEBS) Generic Requirements (GR-63-CORE and GR-1089-CORE), as may be amended at any time and from time to time, and any successor documents, except to the extent that USWC deviates from any such requirements for its equipment and the



facilities and services that it uses and provides or to the extent that USWC allows other Interconnectors to deviate from any such requirements; and, (ii) any statutory and/or regulatory requirements in effect at the execution of this Agreement or that subsequently become effective and then when effective. The Interconnector shall strictly observe and abide by each. USWC shall publish and provide to the Interconnector its Reference Handbook for Collocation to provide Interconnector with guidelines and USWC's standard operating practices for collocation. USWC agrees that the material terms and conditions of collocation are not contained in such a technical publication, nor can USWC change the terms and conditions of this Agreement by changing that technical publication; however, any revision made to address situations potentially harmful to USWC's network or the Premises or Physical Collocation Site, or to comply with statutory and/or regulatory requirements shall become effective immediately and the Interconnector agrees to take steps to comply with such revisions immediately upon its receipt of USWC's written notification of the change.

## **ARTICLE IX - RESPONSIBILITIES OF THE INTERCONNECTOR AND USWC**

9.1 Contact Number. The Interconnector and USWC are responsible for providing to each other personnel contact numbers for their respective technical personnel who are readily accessible 24 hours a day, 7 days a week, 365 days a year.

9.2 Trouble Status Reports. The Interconnector is responsible for promptly providing trouble report status when requested by USWC. Likewise, USWC is responsible for promptly providing trouble report status when requested by Interconnector.

9.3 Cable Extension. The Interconnector is responsible for bringing its cable to entrance manhole(s) or other appropriate sites designated by USWC (e.g., utility poles or controlled environmental vaults), and for leaving sufficient cable length in order for USWC to fully extend the Interconnector-provided cable to the Premises. In the alternative, at the Interconnector's option, USWC shall provide interconnection facilities, i.e., unbundled network transmission elements, from an Interconnector-designated location (e.g., the Interconnector's Node) to the Premises within the Physical Collocation Site. Nothing in this paragraph shall preclude the Interconnector from obtaining unbundled network transmission elements from USWC at any Premises within a Physical Collocation Site for primary or redundant interconnection.

9.4 Regeneration. Regeneration on intra-building connections will be provided by USWC, when requested. The price for regeneration shall be pursuant to Exhibit B.

9.5 Removal. The Interconnector is responsible for removing any equipment, property or other items that it brings into the Premises or any other part of the Physical Collocation Site. If the Interconnector fails to remove any equipment, property, or other items from the Premises or Physical Collocation Site within thirty (30) days after discontinuance of use, USWC may perform the removal and may charge the Interconnector for any materials used in any such removal, and the time spent on such removal at the then-applicable hourly rate for administrative work pursuant to the TA96 factor approach identified on Exhibit B.

9.6 Interconnector's Equipment and Facilities. The Interconnector is solely responsible for the design, engineering, testing, performance, and maintenance of the equipment and facilities used by the Interconnector in the Premises. The Interconnector will be responsible for servicing, supplying, repairing, installing and maintaining the following facilities within the Premises:

- (a) its cable(s);
- (b) its equipment;
- (c) required point of termination cross connects;
- (d) point of termination maintenance, including replacement fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are not controlled by USWC and only if and as required; and
- (e) the connection cable and associated equipment which may be required within the Premises to the point(s) of interconnection. USWC does not assume any such responsibility unless contracted to perform such work on behalf of the Interconnector.

9.7 Verbal Notifications Required. The Interconnector is responsible for immediate verbal notification to USWC of significant outages or operations problems which could impact or degrade USWC's network, switches, or services, and for providing an estimated clearing time for restoration. In addition, written notification must be provided within twenty-four (24) hours. Likewise, USWC is responsible for providing immediate verbal notification to the Interconnector of problems with USWC's network or operations which could impact or degrade Interconnector's network, switches, or services, and provide an estimated clearing time for restoration. Further, USWC shall provide written notification to Interconnector within the same twenty-four (24) hour interval. For the purposes of this paragraph, written notification may be given by electronic mail so long as the notifying party provide the required verbal notification to the other.

9.8 Service Coordination. The Interconnector is responsible for coordinating with USWC to ensure that services are installed in accordance with the service request. Likewise, USWC is obligated to coordinate with Interconnector to ensure the services are installed in accordance with the service request and fulfill the service request in a timely, effective manner.

9.9 Testing. The Interconnector is responsible for testing, to identify and clear a trouble when the trouble has been isolated to an Interconnector-provided facility or piece of equipment. If USWC testing is also required, it will be promptly provided as part of its obligation to provide to Interconnector network interconnection.

## **ARTICLE X - QUIET ENJOYMENT**

Subject to the other provisions hereof, USWC covenants that it has full right and authority to permit the use of the Premises by the Interconnector and that, so long as the Interconnector performs all of its obligations herein, the Interconnector may peaceably and quietly enjoy the Premises during the term hereof.

## ARTICLE XI - ASSIGNMENT

The Interconnector shall not assign or otherwise transfer this Agreement, neither in whole nor in part, or permit the use of any part of the Premises by any other person or entity, without the prior written consent of USWC. Any purported assignment or transfer made without such consent may be made void by USWC at its option.

## ARTICLE XII - CASUALTY LOSS

12.1 Damage to Premises. If the Premises are damaged by fire or other casualty, and

- (i) the Premises are not rendered untenable in whole or in part, USWC shall repair the same at its expense (as hereafter limited) and the Monthly Charges shall not be abated, or
- (ii) the Premises are rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) days, USWC has the option to repair the Premises at its expense (as hereafter limited) and all Monthly Charges shall be proportionately abated while Interconnector was deprived of the use and the interconnection. If the Premises cannot be repaired within ninety (90) days, or USWC opts not to rebuild, then this Agreement shall (upon notice to the Interconnector within thirty (30) days following such occurrence) terminate as of the date of such damage. However, USWC must provide to Interconnector comparable substitute interconnection and collocation arrangements at another mutually-agreeable Physical Collocation Site without penalty or nonrecurring charges assessed against the Interconnector.

Any obligation on the part of USWC to repair the Premises shall be limited to repairing, restoring and rebuilding the Premises as originally prepared for the Interconnector and shall not include any obligation to repair, restore, rebuild or replace any alterations or improvements made by the Interconnector or by USWC on request of the Interconnector; or any fixture or other equipment installed in the Premises by the Interconnector or by USWC on request of the Interconnector.

12.2 Damage to Premises. In the event that the Premises shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall, in USWC's opinion, be advisable, then, notwithstanding that the Premises may be unaffected thereby, USWC, at its option, may terminate this Agreement by giving the Interconnector ten (10) days prior written notice within thirty (30) days following the date of such occurrence.

## ARTICLE XIII - LIMITATION OF LIABILITY

14.1 Limitation. With respect to any claim or suit for damages arising in connection with the mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service hereunder, the liability of USWC, if any shall be as described in the Interconnection Agreement in effect between the parties.

Each party shall be indemnified and held harmless by the other against claims and damages by any third party arising from provision of the other party's services or equipment except those claims and damages directly associated with the provision of services to the other party which are governed by the provisioning party's applicable tariffs.

Neither party shall have any liability whatsoever to the customers of the other party for claims arising from the provision of the other party's service to its customers, including claims for interruption of service, quality of service or billing disputes.

The liability of either party for its willful misconduct, if any, is not limited by this Agreement.

14.2 Third Parties. The Interconnector acknowledges and understands that USWC may provide space in or access to the Physical Collocation Site to other persons or entities ("Others"), which may include competitors of the Interconnector; that such space may be close to the Premises, possibly including space adjacent to the Premises and/or with access to the outside of the Premises; and that any in-place optional cage around the Premises is a permeable boundary that will not prevent the Others from observing or even damaging the Interconnector's equipment and facilities. In addition to any other applicable limitation, USWC shall have no liability with respect to any action or omission by any Other, except in instances involving negligence or willful actions by USWC or its agents or employees. The Interconnector shall save and hold USWC harmless from any and all costs, expenses, and claims associated with any such acts or omission by any Other.

## ARTICLE XIV - SERVICES, UTILITIES, MAINTENANCE AND FACILITIES

16.1 Operating Services. USWC, at its sole cost and expense, shall maintain for the Physical Collocation Site customary Premises services, utilities (excluding telephone facilities), including janitor and, where applicable, elevator services, 24 hours a day, 365 days a year. The Interconnector shall be permitted to have a single-line business telephone service for the Premises subject to applicable USWC tariffs.

16.2 Utilities. USWC will provide negative DC and AC power, back-up power, heat, air conditioning and other environmental support necessary for the Interconnector's equipment, in the same manner that it provides such support items for its own equipment within that Premises.

16.3 Maintenance. USWC shall maintain the exterior of the Premises and grounds, and all entrances, stairways, passageways, and exits used by the Interconnector to access the Premises.

16.4 Legal Requirements. USWC agrees to make, at its expense, all changes and additions to the Premises required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities.

#### **ARTICLE XV - DISPUTE RESOLUTION**

For disputes arising out of this Agreement, the parties agree that they will follow the procedures as set forth in Section XXXIV of the Interconnection Agreement executed between the parties.

#### **ARTICLE XVI - SUCCESSORS BOUND**

Without limiting Article XI hereof, the conditions and agreements contained herein shall bind and inure to the benefit of USWC, the Interconnector and their respective successors and, except as otherwise provided herein, assigns.

#### **ARTICLE XVII - CONFLICT OF INTEREST**

The Interconnector represents that no employee or agent of USWC has been or will be employed, retained, paid a fee, or otherwise has received or will receive any personal compensation or consideration from the Interconnector, or any of the Interconnector's employees or agents in connection with the arranging or negotiation of this Agreement or associated documents. USWC represents that no employee or agent of the Interconnector has been or will be employed, retained, paid a fee, or otherwise has received or will receive any personal compensation or consideration from USWC, or any of USWC's employees or agents in connection with the arranging or negotiation of this Agreement or associated documents.

#### **ARTICLE XVIII - NON-EXCLUSIVE REMEDIES**

No remedy herein conferred upon is intended to be exclusive of any other remedy in equity, provided by law, or otherwise, but each shall be in addition to every other such remedy.

#### **ARTICLE XIX - NOTICES**

Except as may be specifically permitted in this Agreement, any notice, demand, or payment required or desired to be given by one party to the other shall be in writing and shall be valid and sufficient if dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mail, or via professional overnight courier, or by facsimile transmission; provided, however, that notices sent by such registered or certified mail shall be

effective on the third business day after mailing and those sent by facsimile transmission shall only be effective on the date transmitted if such notice is also sent by such registered or certified mail no later than the next business day after transmission, all addressed as follows:  
If to USWC:

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If to the Interconnector:

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Either party hereto may change its address by written notice given to the other party hereto in the manner set forth above.

### **ARTICLE XX - COMPLIANCE WITH LAWS**

The Interconnector and all persons acting through or on behalf of the Interconnector shall comply with the provisions of the Fair Labor Standards Act, the Occupational Safety and Health Act, and all other applicable federal, state, county, and local laws, ordinances, regulations and codes (including identification and procurement of required permits, certificates, approvals and inspections) in its performance hereunder.

### **ARTICLE XXI - INSURANCE**

Interconnector agrees to maintain, at Interconnector's expense during the entire time that Interconnector and its equipment occupies Premises: (i) General Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence for bodily injury or property damage, (ii) Employer's Liability in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence, (iii) Worker's Compensation in an amount not less than that prescribed by statutory limits, and (iv) Umbrella/Excess Liability coverage in an amount of five million dollars (\$5,000,000.00) excess of coverage specified above.

Each policy shall be underwritten by an insurance company having a BEST insurance rating of B+VII or better, and which is authorized to do business in the jurisdiction in which the Premises is located.

Interconnector shall furnish USWC with certificates of insurance which evidence the minimum levels of insurance set forth herein and which name USWC as an additional insured. The Interconnector shall arrange for USWC to receive at least thirty (30) days advance written

notice from the Interconnector's insurance companies of cancellation and shall notify USWC in writing to achieve its approval should the Interconnector later elect to self-insure.

## ARTICLE XXII - US WEST'S RIGHT OF ACCESS

USWC, its agents, employees, and other USWC-authorized persons shall have the right to enter the Premises at any reasonable time to examine its conditions, make repairs required to be made by USWC hereunder, and for any other purpose determined to be necessary by USWC in complying with the terms of this Agreement and providing telecommunications services at the Physical Collocation Site. USWC may access the Premises at any time for purposes of averting any threat of harm imposed by the Interconnector or its equipment or facilities upon the operation of USWC equipment, facilities and/or personnel located outside of the Premises. If routine inspections are required, they shall be conducted at a mutually agreeable time. USWC agrees to minimize and to limit any and all instances in which access by its employees, agents or other persons whom it authorizes takes place and agrees not to allow any party which is suspected of any previous instance of wrongdoing of any kind or who has been subject to any form of discipline by USWC at any time in the past to enter Premises. USWC will, in all instances, provide to Interconnector written notification of its access to Premises any time that such access occurs without advance notice to the Interconnector and such written notification shall contain a brief explanation of the reason for such access as well as the name(s) and title(s) of such persons and USWC shall provide to Interconnector such written notice within twenty-four (24) hours of the time when such access took place.

## ARTICLE XXIII - OTHER COLLOCATION AGREEMENTS

The parties agree that the provisions of Section 252(i) of the Act shall apply, including state and federal interpretive regulations in effect from time to time.

## ARTICLE XXIV - MISCELLANEOUS

27.1 Exhibits. The following Exhibits are attached hereto and made part hereof:

Exhibit A, The Schedule of All Interstate and Intrastate Monthly Recurring Charges

Exhibit B, The Schedule of All Interstate and Intrastate Nonrecurring Charges

Exhibit C, Working Drawings and Specifications Entitled \_\_\_\_\_

Exhibit D, Point of Interconnection \_\_\_\_\_

27.2 Variations. In the event of variation or discrepancy between any duplicate originals hereof, including exhibits, the original Agreement shall control.

27.3 Governing Law. This Agreement shall be governed by the laws of the State in which the Premises are located, without regard to the choice of law principles thereof.

27.4 Joint and Several. If Interconnector constitutes more than one person, partnership, corporation, or other legal entities, the obligation of all such entities under this Agreement is joint and several.

27.5 Future Negotiations. USWC may refuse requests for additional space at the Physical Collocation Site or in any other USWC site if the Interconnector is in material breach of this Agreement. In such event, the Interconnector hereby releases and shall hold USWC harmless

27.6 Severability. With the exception of the requirements, obligations, and rights set forth in Article II hereof, if any of the provisions hereof are otherwise deemed invalid, such invalidity shall not invalidate the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid provision(s), and the rights and obligations of USWC and the Interconnector shall be construed accordingly.

27.7 Paragraph Headings and Article Numbers. The headings of the articles paragraphs herein are inserted for convenience only and are not intended to affect the meaning or interpretation of this agreement.

27.8 Entire Agreement. Recognizing that this Agreement is component of a Interconnection Agreement, this Agreement with the attached schedules and exhibits, and referenced documentation and materials attached hereto set forth the entire understanding of the parties with respect to physical collocation and supersedes all prior agreements, arrangements and understandings relating to this subject matter and may not be changed except in writing by the parties. No representation, promise, inducement or statement of intention has been made by either party which is not embodied herein, and there are no other oral or written understandings or agreements between the parties relating to the subject matter hereof except as may be referenced herein.

27.9 No Third Party Beneficiaries. Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party hereto.

27.10 Binding Effect. (a) This Agreement is binding upon the parties hereto, their respective executors, administrators, heirs, assigns and successors in interest; (b) all obligations by either party which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature.

27.11 Force Majeure. Neither party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, cable cuts, power blackouts, volcanic action, other major environmental disturbances, unusually-severe weather conditions, inability to secure products or services of other persons or



transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Condition"). If any Force Majeure Condition occurs, the party delayed or unable to perform shall give prompt notice to the other party and shall take all reasonable steps to correct the force Majeure Condition. During the pendency of such Condition, the duties of the parties under this agreement affected by the Force Majeure Condition shall be abated and shall resume without liability thereafter.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed and delivered this Agreement as of the day and year first above written.

US WEST COMMUNICATIONS:

By:  
Title:

INTERCONNECTOR:

By:  
Title:

Exhibit A

Working Drawings and Specifications Entitled

To be provided by the Parties

**APPENDIX A  
U S WEST INTERCONNECTION RATES  
WASHINGTON**

**INTERCONNECTION - LOCAL EXCHANGE**

**Local Call Termination**

<b>U S WEST Proposed Price</b>	
End Office - Per Minute of Use	\$0.003141
Tandem Switch - Per Minute of Use (Note 1) (includes End Office Call Termination and Tandem Transport)	\$0.005604

Note 1: The above local tandem call termination rate includes tandem transmission, based on an assumed transport mileage of 10 miles. Should the average tandem transmission mileage experienced by the Parties exceed 10 miles, the Parties agree to adjust the tandem call termination rate based on the tandem transmission rates set forth below.

**Direct Trunked Transport**

	<b>Fixed</b>	<b>Per Mile</b>
DS1 - 0 Miles	None	None
DS1 - Over 0 to 8	\$41.72	\$0.67
DS1 - Over 8 to 25	\$41.72	\$0.84
DS1 - Over 25 to 50	\$41.73	\$2.97
DS1 - Over 50	\$41.73	\$3.49
DS3 - 0 Miles	None	None
DS3 - Over 0 to 8	\$283.30	\$13.83
DS3 - Over 8 to 25	\$284.17	\$15.03
DS3 - Over 25 to 50	\$291.31	\$39.19
DS3 - Over 50	\$293.91	\$44.74

**Multiplexing, per arrangement**

	<b>Proposed Price Recurring</b>	<b>Proposed Price Nonrecurring</b>
DS3 to DS1	\$218.58	\$418.45

**Local Transport/Transit Traffic Rate**

	<b>Proposed Price</b>
Tandem Switching, per MOU	\$0.001794

**Tandem Transmission**

	<b>Proposed Price Fixed</b>	<b>Proposed Price Per Mile</b>
0 Mile	None	None
Over 0 - 8 Miles	\$0.000411	\$0.000009
Over 8 - 25 Miles	\$0.000411	\$0.000007
Over 25 - 50 Miles	\$0.000408	\$0.000008
Over 50 Miles	\$0.000409	\$0.000015

**INTERCONNECTION - EXCHANGE ACCESS**

<b>Proposed Price</b>
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**Call Termination, Transport, and Transit**

Per Switched Access Tariff

APPENDIX A  
U S WEST INTERCONNECTION RATES  
WASHINGTON

<b>COMMON CHANNEL SIGNALLING ACCESS SERVICE</b>	<b>U S WEST Proposed Price</b>	
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**Entrance Facility**

DS1  
DS3

Proposed Price Recurring	Proposed Price Nonrecurring
\$99.78	\$563.92
\$404.24	\$668.95

**Direct Link Transport**

DS0 - 0 Miles  
DS0 - Over 0 to 8  
DS0 - Over 8 to 25  
DS0 - Over 25 to 50  
DS0 - Over 50

Proposed Price Fixed	Proposed Price Per Mile
None	None
\$20.89	\$0.13
\$20.88	\$0.10
\$20.88	\$0.10
\$20.89	\$0.17

DS1 - 0 Miles  
DS1 - Over 0 to 8  
DS1 - Over 8 to 25  
DS1 - Over 25 to 50  
DS1 - Over 50

None	None
\$41.72	\$0.67
\$41.72	\$0.84
\$41.73	\$2.97
\$41.73	\$3.49

**Direct Link Transport**

DS3 - 0 Miles  
DS3 - Over 0 to 8  
DS3 - Over 8 to 25  
DS3 - Over 25 to 50  
DS3 - Over 50

Proposed Price Fixed	Proposed Price Per Mile
None	None
\$283.30	\$13.83
\$284.17	\$15.03
\$291.31	\$39.19
\$293.91	\$44.74

**CCS Link -- First Link**

**CCS Link -- Each additional Link**

Proposed Price Recurring	Proposed Price Nonrecurring
None	\$504.68
None	\$72.42

**STP Port -- Per Port**

\$208.57                      None

**Multiplexing**

DS1 to DS0  
DS3 to DS1

\$221.08                      None  
\$218.58                      None

**APPENDIX A  
U S WEST INTERCONNECTION RATES  
WASHINGTON**

<b>PHYSICAL AND VIRTUAL COLLOCATION</b>	<b>U S WEST Proposed Price</b>
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**Common Elements**

	Proposed Price Recurring	Proposed Price Nonrecurring
Quote Preparation Fee	None	\$2,437.30
Entrance Facility - 2 fibers	\$2.07	\$1,307.45
2-wire DS0 EICT	\$1.41	\$339.61
4-wire DS0 EICT	\$1.79	\$339.61
DS1 EICT	\$9.12	\$405.02
DS3 EICT	\$31.93	\$433.23
DS1 EICT - regeneration (Note 2)	\$14.38	\$405.02
DS3 EICT - regeneration (Note 2)	\$94.24	\$433.23

	Proposed Price Recurring	Proposed Price Nonrecurring
Cable Splicing		
Per setup	None	\$103.59
Per Fiber Spliced	None	\$12.95
48 Volt Power, per ampere, per month	\$13.45	None
48 Volt Power Cable		
20 Ampere Capacity - Recurring	\$0.15	\$68.37
40 Ampere Capacity - Recurring	\$0.20	\$92.71
60 Ampere Capacity - Recurring	\$0.22	\$104.42
Equipment Bay, Per Shelf	\$8.58	None

	Proposed Price Regular Hours	Proposed Price After Hours
Inspector per 1/2 Hour	\$28.62	\$37.20
Training per 1/2 Hour	\$25.36	None
Engineering per 1/2 Hour	\$24.73	\$33.09
Installation per 1/2 Hour	\$28.62	\$37.20
Maintenance per 1/2 Hour	\$25.36	\$33.73

**Physical Collocation (Note 3)**

	Proposed Price Recurring	Proposed Price Nonrecurring
Cage/Hard Wall Enclosure	ICB	ICB
Rent (w/ Maintenance) - per square foot - Zone 1	\$2.75	None
Rent (w/ Maintenance) - per square foot - Zone 2	\$2.26	None
Rent (w/ Maintenance) - per square foot - Zone 3	\$2.06	None

Note 2: If required. No NRC applies to regeneration ordered concurrently with an associated EICT element.

Note 3: Zones per NECA-4 Tariff

**APPENDIX A  
U S WEST INTERCONNECTION RATES  
WASHINGTON**

<b>ANCILLARY SERVICES</b>		<b>U S WEST Proposed Price</b>	
		<b>Proposed Price</b>	
<b>Directory Assistance</b>			
Price per Call – Facilities-Based Providers		\$0.34	
<b>Listings</b>			
Primary Listings, Directory Assistance, White Pages		No Charge	
<b>E911</b>			
LEC and AECs recover costs from PSAP		No Charge	
		<b>Proposed Price Recurring</b>	
<b>Interim Number Portability</b>			
Without Transport			
Per Number Ported - First Path		\$4.25	
Per Number Ported - Additional Path		\$3.02	
With Transport			
Per Number Ported - First Path		\$8.73	
Per Number Ported - Additional Path		\$7.50	
		<b>Proposed Price Nonrecurring</b>	
<b>Additional Charges</b>			
Service Establishment, per switch, per route		\$43.80	
Service Establishment - additional number ported or changes to existing numbers, per number ported		\$9.49	
Additional and Consecutive Numbers – additional number ported on same account name and consecutive numbers, per number ported		\$7.05	
<b>Assignment of Numbers</b>		<b>Proposed Price</b>	
Assignments per industry guidelines		No Charge	
<b>Busy Line Verification</b>			
Per Call		\$0.72	
<b>Busy Line Interrupt</b>			
Per Call		\$0.87	
		<b>Proposed Price Recurring</b>	<b>Proposed Price Nonrecurring</b>
<b>Unbundled Loops (Note 4)</b>			
Zone 1		\$33.16	
Zone 2		\$38.24	
Zone 3		\$52.40	
Weighted Area Average		\$38.22	
Without testing			\$96.30
With Basic Testing			\$153.86
With Basic Testing at Designated Time			\$206.02

Note 4: U S WEST opposes the establishment of deaveraged loop prices until Retail prices are deaveraged.

APPENDIX A

U S WEST PROPOSED RESALE  
WHOLESALE RATES  
WASHINGTON

100% Retail Rate  (Note 1)	92% Retail Rate  (Note 2)	96% Retail Rate  (Note 2)	99% Retail Rate  (Note 2)	96% Retail Rate  (Note 2)
Residence Basic Exchange	Business Basic Exchange	Frame Relay Service	Listings	IntraLATA Toll
Centrex Plus	PBX Trunks	ISDN	Features	WATS
Oper. Svs. & D.A.				
Optional Calling Plans				
Switched Access				
Negotiated Contract Arrangements				

Note (1) USW believes the Commission should establish the Wholesale rate for below cost services (e.g. residence basic exchange service) at 100% of the Retail rate. is 96% of the Retail rate. USW also believes that the Commission should not further discount service packages and volume discount plans since they are already provided at the Wholesale rate.

Note (2) Discounts are based on the costs avoided when a service is provided on a wholesale basis to a reseller rather than to a retail end user customer. The discount calculation is in compliance with Section 252(d)(3) of the Federal Act.

Note (3) U S WEST need not make the following services available for Resale: Enhanced services (including Voice Mail) and Deregulated Services.

**APPENDIX A**  
**RESALE**  
**NONRECURRING CHARGES**  
**WASHINGTON**

Description	U S WEST Proposed Price
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**Customer Transfer Charge**

Business, per line	\$56.60
Residence, per line	\$54.13
ISDN, per line	\$57.15



Exhibit B

Point of Interconnection

To be provided by the Parties