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February 25, 1998

Ms. Blanca S. Bayó
Director, Records and Reporting
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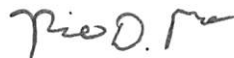
Re: Docket Nos. 960833-TP, 960846-TP, 960757-TP

Dear Ms. Bayó:

Enclosed for filing on behalf of MCI Telecommunications Corporation and MCImetro Access Transmission Services, Inc. (MCI) are the original and fifteen copies of MCI's Response to Notice and Request for Approval of BST's Interpretation of Order No. PSC 96-1579-FOF-TL.

By copy of this letter, this response has been served to the parties on the attached service list.

Very truly yours,



Richard D. Melson

ACK _____
AFA 1 RDM/mee

APP _____
CAF _____ cc: Parties of Record

CMU 2

CTR _____

EAG _____

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WAS _____

OTH _____

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FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petitions by AT&T Communications }
of the Southern States, Inc.; MCI }
Telecommunications Corporation; MCI Metro }
Access Transmission Services, Inc. for }
arbitration of terms and conditions of a }
proposed agreement with BellSouth }
Telecommunications, Inc. concerning }
Interconnection and resale under the }
Telecommunications Act of 1996. }

Docket No. 960833-TP
Docket No. 960846-TP

In the Matter of }
MFS Communications Company, Inc. }
Petition For Arbitration Pursuant }
To 47 U.S.C. Sec. 252(b) of }
Interconnection Rates, Terms, and }
Conditions with }
BellSouth Telecommunications, Inc. }

Docket No. 960757-TP
Filed: February 25, 1998

**MCI's RESPONSE TO NOTICE AND REQUEST FOR APPROVAL OF
BELLSOUTH TELECOMMUNICATIONS, INC.'S INTERPRETATION OF
ORDER NO. PSC-96-1579-FOF-TL**

MCI Telecommunications Corporation and MCI Metro Access Transmission
Services, Inc. (MCI), hereby respond to BellSouth Telecommunications, Inc.'s
(BellSouth) Notice and Request as follows:

BellSouth has asked in its Notice that the Commission approve BellSouth's
interpretation of the language in the Commission's Final Order on Arbitration relating to
the time frame for providing physical collocation. Order No. PSC-96-1579-FOF-TL. The
issues raised by BellSouth in its Notice, however, are resolved by negotiated provisions in
the MCI/BellSouth Interconnection Agreement (the Agreement). Therefore, the

Commission should deny BellSouth's request. If BellSouth no longer likes these provisions, it is free to renegotiate them with MCI.

BellSouth's Notice pretends that the MCI/BellSouth Interconnection Agreement simply does not exist. The Agreement was approved by the Commission in its June 19, 1997, Order Approving Agreement. PSC-97-0723-FOF-TP. Attachment V of the Agreement sets forth in detail the terms and conditions relating to space turnover for physical collocation. For example, Section 2.24 of Attachment V of the Agreement provides as follows:

Unless abatement of an Environmental Hazard or Hazardous Materials is required, Intervals for physical collocation shall be a maximum of ninety (90) days from the date BellSouth receives MCI's firm order request. Requirements, terms and conditions for virtual collocation will be pursuant to section 20 of BellSouth's FCC #1 tariff.

This provision was voluntarily negotiated by the parties and is quite specific about when the ninety days begins to run.¹ It is equally specific in the exceptions it creates to the ninety day period. A review of Attachment V further shows that the Agreement sets very specific about conditions regarding space turnover. See, e.g., Sections 2.7, 2.15, and 2.20 of Attachment V.

In its Final Order on Arbitration the Commission ruled as follows:

Upon consideration we conclude that the maximum time periods for the establishment of physical collocation of three months and virtual

¹ Some of the provisions in the Interconnection Agreement were voluntarily agreed to by the parties and some were included by the parties as a result of the orders of this Commission. On January 30, 1997, BellSouth filed a draft of the MCI/BellSouth Interconnection Agreement with the Commission. In that draft, BellSouth indicated in bold the provisions which it was including only because it was ordered to do so by the Commission. Section 2.24 of Attachment V was not in bold. A copy of Attachment V of the draft Agreement, as well as BellSouth's cover letter, are attached hereto.

collocation of two months are reasonable for ordinary conditions. If MCI and BellSouth cannot agree to the required time for a particular collocation request, BellSouth must demonstrate why additional time is necessary.

Order No. PSC-96-1579-FOF-TL, p. 102 (Emphasis added).

BellSouth is now requesting that the Commission determine what constitutes “ordinary conditions.” Clearly, however, the parties have already done that through voluntary negotiation. Under the Agreement, the only extraordinary condition that would justify extending the deadline past 90 days is when “abatement of an Environmental Hazard or Hazardous Materials is required.” BellSouth now wants more exceptions such as power plant upgrades. BellSouth’s Notice, p. 4. Frankly, there are provisions in the Agreement that MCI would like to change too. If the Commission is going to start allowing parties to revisit any provision that they dislike merely by filing a “Notice”, it will soon find itself inundated with such requests.

Similarly, BellSouth complains that the permitting process should not count towards its 90 days because such delays are beyond its control. Again, the Agreement already addresses the issue of “delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority” Part A Section 18, **Force Majeure**. There is no justification for changing, or creating an exception to, this provision.

As discussed above, the issues raised by BellSouth in its Notice are resolved by the MCI/BellSouth Interconnection Agreement (the Agreement). Therefore, the Commission should deny BellSouth’s request.

RESPECTFULLY SUBMITTED this 25th day of February, 1998.

HOPPING GREEN SAMS & SMITH, P.A.

By: Richard D. Melson

Richard D. Melson
P.O. Box 6526
Tallahassee, FL 32314
(904) 425-2313

and

Thomas K. Bond
MCI Telecommunications Corporation
780 Johnson Ferry Road
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Atlanta, GA 30342

Attorneys for MCI

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was furnished to the following parties by U.S. Mail or hand delivery(**) this 25th day of February, 1998.

Beth Keating **
Division of Legal Services
FL Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399

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c/o Nancy Sims
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Attorney

NANCY B. WHITE
General Attorney

BellSouth Telecommunications, Inc.
150 South Monroe Street
Room 400
Tallahassee, Florida 32301
(404)335-0710

January 30, 1997

RECEIVED

JAN 31 1997

Mapping Green, Sams & Smith, P.A.

Mrs. Blanca S. Bayo
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

RE: Docket No. 960833-TP;960846-TP;960916-TP

Dear Mrs. Bayo:

MCI and BellSouth have been unable to agree on all of the provisions of an interconnection agreement. Accordingly, BellSouth is submitting its proposed Interconnection Agreement pursuant to the requirement of the Commission's Arbitration Order. The language that appears in normal print in the proposed Interconnection Agreement is language to which the parties have agreed through the course of negotiations over the past several months. The Agreement also contains language marked in bold print that is either disputed or has been successfully negotiated as a result of the Arbitration decision. Also included is a matrix that delineates and summarizes the contractual provisions described below:

1. Language that the parties have negotiated pursuant to the Commission's arbitration decision. This can be considered agreed to language for the purposes of the proceeding and needs no further action by the Commission. These sections are labeled: "Arbitrated; language conformed to Order."
2. Language relating to issues that were the subject of the arbitration decision, but the parties have been unable to agree on language to be included in the Agreement. These sections are labeled: "Arbitrated; parties unable to agree on language."

ATTACHMENT A

3. Language relating to issues that were not the subject of the arbitration decision, and that the parties have been unable to agree on language to be included in the Agreement. These sections are labeled: "Disputed; not in arbitration."

BellSouth will prepare and file an issue by issue analysis, similar to the one attached as an Addendum to MCI's filing, which will include supporting rationale for BellSouth's position.

Sincerely,



Nancy B. White

cc: All Parties of Record
A. M. Lombardo
R. G. Beatty
W. J. Ellenberg

Matrix of Unresolved Provisions and Provisions Successfully Negotiated

Matrix of Unresolved Provisions and Provisions Successfully Negotiated as a Result of the Arbitration Decision

Contract Provision	Subject	Status
General Terms 1.2	Discontinuing Resale	Disputed; Not addressed in Arbitration
General Terms 11	Indemnification	Disputed; Not addressed in Arbitration
General Terms 12	Limitation of liability	Disputed; Not addressed in Arbitration
General Terms 15.2	Remedies	Disputed; Not addressed in Arbitration
General Terms 19	Non-Discriminatory Treatment	Disputed; Not addressed in Arbitration
General Terms 20.2	Termination	Disputed; Not addressed in Arbitration
General Terms 22	Audits	Disputed; Not addressed in Arbitration
General Terms 25.1	Branding	Language conformed to Order
General Terms 25.3	Branded materials	Language conformed to Order
General Terms 25.7	Branding	Disputed; Not addressed in Arbitration
I Entire Attachment	Pricing	No agreed language
II 1.1	Resale restrictions	Language conformed to Order
II 2.2	Resale restrictions	Language conformed to Order
II 2.2.1	Resale restrictions	Language conformed to Order
II 2.2.2	Resale restrictions	Language conformed to Order
II 2.2.2.1	Resale restrictions	Language conformed to Order
II 2.2.2.2	Resale restrictions	Language conformed to Order
II 2.2.2.3	Resale restrictions	Language conformed to Order
II 2.2.2.4	Resale restrictions	Language conformed to Order
II 2.2.2.5	Resale restrictions	Language conformed to Order
II 2.2.2.6	Resale restrictions	Language conformed to Order
II 2.2.2.7	Resale restrictions	Language conformed to Order
II 2.3.1.9	Resale -- Multiserv	Language conformed to Order
II 2.3.3	Resale -- Lifeline	Language conformed to Order
II 2.3.4	Resale -- Grandfathered Services	Language conformed to Order
II 2.3.5.1	Resale -- N11/E911	Language conformed to Order
II 2.3.5.2	Resale -- N11/E911	Language conformed to Order
II 2.3.5.3	Resale -- N11/E911	Language conformed to Order
II 2.3.5.4	Resale -- N11/E911	Language conformed to Order
II 2.3.6	Resale -- CSAs	Language conformed to Order
II 2.3.6.1	Resale -- Promotions	Language conformed to Order
II 2.3.6.2	Resale -- Promotions	Language conformed to Order
II 2.3.6.3	Resale -- Promotions	Language conformed to Order
II 2.3.7	Resale -- Discounts	Language conformed to Order
III 2.3	Network Elements -- Recombination	Language conformed to Order
III 2.4	Network Elements -- Recombination	Language conformed to Order

Matrix of Unresolved Provisions and Provisions Successfully Negotiated as a Result of the Arbitration Decision

Contract Provision	Subject	Status
III 2.7	List of Network Elements	Language conformed to Order
III 4.4.1.1.1	Network Elements Loop Concentrator	Language conformed to Order
III 4.5.4	Network Elements NID	Language conformed to Order
III 4.6.1.1	Network Elements Loop Distribution	Language conformed to Order
III 7.1.2	Local Switching Selective Routing	Language conformed to Order
III 7.2.1.2	Local Switching Selective Routing	Language conformed to Order
III 7.2.1.3	Local Switching Selective Routing	Language conformed to Order
III 7.2.1.16	Local Switching Selective Routing	Language conformed to Order
III 7.2.1.17	Local Switching Selective Routing	Language conformed to Order
III 7.2.2.2.2	Local Switching Selective Routing	Language conformed to Order
III 7.2.2.2.3	Local Switching Selective Routing	Language conformed to Order
III 10.1.4.2	Dark Fiber	Language conformed to Order
III 13.4.2.25	LIDB -- DMOQs	No agreed language
III 14.1	Tandem Switching Selective Routing	Language conformed to Order
III 14.2.1.2	Tandem Switching Selective Routing	Language conformed to Order
III 14.2.1.5	Tandem Switching Selective Routing	Language conformed to Order
III 14.2.9	Tandem Switching Selective Routing	Language conformed to Order
IV 2.2.2	Interconnection -- Local Calling Area	Disputed: Not addressed in Arbitration
IV 2.2.2.1	Interconnection -- Local Calling Area	Disputed: Not addressed in Arbitration
IV 2.2.2.2	Interconnection -- Local Calling Area	Disputed: Not addressed in Arbitration
IV 2.4.1	Tandem deemed an end office	Disputed; Not addressed in Arbitration
IV 2.4.2	Tandem deemed an end office	Disputed; Not addressed in Arbitration
IV 2.4.3	Tandem deemed an end office	Disputed; Not addressed in Arbitration
VI 1.1.28	Rights of Way -- Spare Capacity	Disputed; Not addressed in Arbitration
VI 1.2.6	Encumbrances on right to convey	Disputed; Not addressed in Arbitration
VI 1.2.9.5	Emergency inner duct	Disputed; Not addressed in Arbitration
VI 1.3.6.7	Manhole pumping	Disputed; Not addressed in Arbitration
VI 1.3.9.3	BellSouth's review of procedures	Disputed; Not addressed in Arbitration
VI 1.3.9.4	Manhole pumping	Disputed; Not addressed in Arbitration
VI 1.3.10	Compliance with Gov't. Regulations	Disputed; Not addressed in Arbitration
VI 1.5.2.2	Information re: availability of conduit	Disputed; Not addressed in Arbitration
VI 1.6.3	Compliance with Environmental laws	Disputed; Not addressed in Arbitration
VI 1.8.2.2	Occupancy of duct and manhole	Disputed; Not addressed in Arbitration
VI Section 2	Dark Fiber	No agreed language

**Matrix of Unresolved Provisions and Provisions Successfully Negotiated
as a Result of the Arbitration Decision**

Contract Provision	Subject	Status
VIII 2.1.5.3	Credit History	Disputed; Not addressed in Arbitration
VIII 2.1.5.4	Credit History	Disputed; Not addressed in Arbitration
VIII 2.2.15.1	Network Elements -- Recombination	Language conformed to Order
VIII 2.2.15.4	Network Elements -- Recombination	Language conformed to Order
VIII 2.2.15.5	Network Elements -- Recombination	Language conformed to Order
VIII 2.2.15.6	Network Elements -- Recombination	Language conformed to Order
VIII 2.3.2.3.1	Customer Service Records and CPNI	Language conformed to Order
VIII 2.3.2.3.1.1	Customer Service Records and CPNI	Language conformed to Order
VIII 2.3.2.3.1.2	Customer Service Records and CPNI	Language conformed to Order
VIII 2.3.2.6	On line access to telephone numbers	Disputed; Not addressed in Arbitration
VIII 2.5	Ordering & Provisioning -- DMOQs	No agreed language
VIII 3.4	Billing -- DMOQs	No agreed language
VIII 4.1.1.7	Information Service Provider -- Billing	Language conformed to Order
VIII 4.4	Usage Data -- DMOQs	No agreed language
VIII 4.5	Usage Data -- DMOQ reporting	No agreed language
VIII 5.1.14	611 branding	Language conformed to Order
VIII 5.4	Maintenance & Repair -- DMOQs	No agreed language
VIII 6.1.2.1	DA -- selective routing	Language conformed to Order
VIII 6.1.2.2	DA -- selective routing	Language conformed to Order
VIII 6.1.2.3	DA -- selective routing	Language conformed to Order
VIII 6.1.2.3.8	DA -- branding	Language conformed to Order
VIII 6.1.2.3.9.3	Local toll -- selective routing	Language conformed to Order
VIII 6.1.3.1	Operator Svcs. -- selective routing	Language conformed to Order
VIII 6.1.3.2	Operator Svcs. -- selective routing	Language conformed to Order
VIII 6.1.3.3	Operator Svcs. -- selective routing	Language conformed to Order
VIII 6.1.3.3.2	Operator Svcs. -- branding	Language conformed to Order
VIII 6.1.3.3.3.3	Calling card	Disputed; Not addressed in Arbitration
VIII 6.1.3.15	INP BLV/BLI request for ported #	Disputed; Not addressed in Arbitration
VIII 6.1.4.1.1	EDI Date	Disputed; Not addressed in Arbitration
IX 3.1	Liability -- Uncollectible Revenues	Disputed; Not addressed in Arbitration
IX 3.1.2	Liability -- Uncollectible Revenues	Disputed; Not addressed in Arbitration
IX 3.1.3	Liability -- Uncollectible Revenues	Disputed; Not addressed in Arbitration
X Entire Attachment	Penalty provisions	No agreed language

TABLE OF CONTENTS

**Attachment V
COLLOCATION**

- Section 1. Introduction
- Section 2. Technical Requirements
- Section 3. License
- Section 4. Technical References

ATTACHMENT V

COLLOCATION

Section 1. Introduction

This Attachment sets forth the requirements for Collocation.

Section 2. Technical Requirements

2.1 BellSouth shall provide space, as requested by MCI, to meet MCI's needs for placement of equipment, interconnection, or provision of service.

2.1.1. Within three (3) business days of MCI's written request, BellSouth shall identify any known Environmental Hazard or Hazardous Materials in the space provided for placement of equipment and interconnection.

2.1.2 BellSouth shall allow MCI to perform any environmental site investigations, including, but not limited to, asbestos surveys, which MCI deems to be necessary in support of its collocation needs, at MCI's expense.

2.1.3 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, BellSouth shall offer an alternative space, if available, for MCI's consideration.

2.1.4 MCI shall provide BellSouth with a list of identified hazardous materials which at the time of the request meet the definition of Environmental Hazard in Part B that are contained in any equipment it proposes to place in space provided by BellSouth and must obtain written approval for the installation of such equipment

prior to placement of the equipment in the space. Failure to obtain the appropriate written approval from BellSouth prior to placement of equipment represents a breach of this agreement and may result in the loss of MCI's right to use the space.

2.2 BellSouth shall provide intraoffice facilities (e.g., DS0, DS1, DS3, OC3, OC12, OC48, and STS-1 terminations) as requested by MCI to meet MCI's need for placement of equipment, interconnection, or provision of service.

2.3 BellSouth agrees to allow MCI's employees and designated agents unrestricted access to MCI dedicated space in manned BellSouth offices twenty-four (24) hours per day each day of the week. BellSouth may place reasonable security restrictions on access by MCI's employees and designated agents to the MCI collocated space in unmanned BellSouth offices. Notwithstanding, BellSouth agrees that such space shall be available to MCI's employees and designated agents twenty-four (24) hours per day each day of the week.

2.3A A security escort may be required for access to BellSouth premises or MCI space in some locations for non- BellSouth personnel. MCI agrees to provide its employees who will access the space with a picture identification badge containing the employee name, a recent photograph of the employee and the MCI company name and/or logo. Agent representatives will be required to have an identification badge containing the representative's name and company name.

2.4 MCI may collocate the amount and type of equipment it deems necessary in its collocated space in accordance with FCC Rules and Regulations. BellSouth shall not restrict the types of equipment or vendors of equipment to be installed, provided such equipment is for the provision of telecommunications service. All equipment placed in an BellSouth space for collocation must meet applicable industry standards.

2.5 BellSouth shall permit the interconnection of a collocating telecommunications carrier network with that of another collocating telecommunications carrier at the BellSouth premises and the interconnection of collocated equipment to the collocated equipment of another telecommunications carrier within the same premises through the purchase of BellSouth cross-connects.

2.5.1 Subject to Section 2.5, MCI may choose to lease unbundled transport from the BellSouth, or from a third carrier, rather than construct facilities to the BellSouth central office or facility where equipment will be collocated.

2.5.2 Charges for all services provided pursuant to this Attachment shall be as set forth in Attachment I.

2.6 BellSouth shall permit MCI to subcontract the construction of cages and the installation of physical collocation equipment arrangements with contractors certified by the BellSouth, provided, however, that the BellSouth shall not unreasonably withhold certification of contractors. Certification by a BellSouth shall be based on the same criteria it uses in approving contractors for its own purposes.

2.7 BellSouth shall provide basic telephone service at the tariffed rate for basic service with a connection jack as requested by MCI from BellSouth for the collocated space. Upon MCI's request, this service shall be available at the MCI collocated space on the day that the space is turned over to MCI by BellSouth.

2.8 BellSouth shall provide adequate lighting, ventilation, power, heat, air conditioning, and other environmental conditions for MCI's space and equipment. These environmental conditions shall adhere to Bell Communication Research (Bellcore) Network Equipment-Building System (NEBS) standards TR-EOP-000063.

2.9 BellSouth shall provide access to eyewash stations, shower stations, bathrooms, and drinking water, where available, within the collocated facility on a twenty-four (24) hours per day, seven (7) days per week basis for MCI personnel and its designated agents.

2.10 MCI may request dual fiber entrance to the BellSouth Central Office. Where dual entrance is available, BellSouth shall provide all ingress and egress of MCI fiber cabling to MCI collocated spaces. The specific request for diversity for each site will be provided by MCI in the collocation application request.

2.11 BellSouth shall ensure protection of MCI's proprietary subscriber information. Any collocation arrangement shall

include provisions for BellSouth protecting MCI's proprietary information.

2.12 BellSouth shall participate in and adhere to negotiated service guarantees, and Performance Standards

2.13 BellSouth shall provide MCI with written notice five (5) business days prior to those instances where BellSouth or its subcontractors may be performing work in the general area of the collocated space occupied by MCI, or in the general area of the AC and DC power plants which support MCI equipment that may directly impact MCI's equipment arrangement, facilities, or power supply. BellSouth will inform MCI by telephone of such emergency related activity that BellSouth or its subcontractors may be performing in the general area of the collocated space occupied by MCI, or in the general area of the AC and DC power plants which support MCI equipment that may directly impact MCI's equipment arrangement, facilities or power supply. Notification of any emergency related activity shall be made immediately prior to the start of the activity so that MCI can take any action required to monitor or protect its service.

2.14 BellSouth shall construct the collocated space in compliance with MCI's collocation request. Any deviation to MCI's request will be jointly negotiated between the parties.

2.15 MCI and BellSouth will complete an acceptance walk through of collocated space requested from BellSouth. BellSouth will correct any deviations to MCI's original or jointly amended request within 5 business days after the walk through or a negotiated time frame, depending on the magnitude of the deviation, at BellSouth's expense. Any other additions or changes to the original or jointly amended request will be at MCI's expense.

2.16 BellSouth shall provide Telephone Equipment drawings depicting the exact location for BellSouth Point of Termination Bay(s) to MCI at the first joint planning meeting..

2.17 BellSouth A joint planning meeting between BellSouth and MCI will commence within a maximum of seven (7) business days, unless the parties jointly agree upon a later date, from BellSouth's receipt of a complete and accurate firm order and

the payment of agreed upon fees. The following information will be exchanged or determined at the meeting.

2.17.1 Telephone equipment drawings depicting the exact path with dimensions for MCIIm Outside Plant Fiber ingress and egress into collocated space.

2.17.2 BellSouth shall provide detailed power cabling connectivity information including the sizes and number of power feeders and the Power feeder fuse slot assignment on the BellSouth BDFB.

2.17.3 Work restriction guidelines.

2.17.4 BellSouth contacts and escalation process (names and telephone numbers and escalation order) for the following areas:

- Engineering
- Provisioning
- Billing
- Operations
- Physical & Logical Security
- Site and Building Managers
- Environmental and Safety

2.17.5 The target date for the release of BellSouth engineering documents which shall include, but not be limited to, connector type, number and type of pairs, and naming convention.

2.17.6 Target commencement date, which shall be the date MCIIm's equipment is turned up and operational on the BellSouth network.

2.18 Left Blank Intentionally

2.19 Left Blank Intentionally

2.20. MCIIm shall be compensated by BellSouth for any delays in the negotiated completion and turnover dates which create expenditures for MCIIm. MCIIm will be reimbursed in the amount equal to the MCIIm expenditures incurred as a direct result of delays created by BellSouth. Such expenditures may include items such as lease extension penalties incurred when

MCIIm could not vacate a leased property on or by the central office space availability date originally committed by BellSouth, as a result of delays on BellSouth's part.

2.21 MCIIm agrees to place operational telecommunications equipment in the BellSouth premises and connect with BellSouth's network within one hundred eighty (180) days of the space turnover date, unless the parties mutually agree to extend such timeframe. MCIIm forfeits its rights to use the space on the thirtieth day after BellSouth provides MCIIm written notice of such failure if MCIIm does not place operational telecommunications equipment in the premises and connect with BellSouth's network by such thirtieth day. In any such event, MCIIm shall be liable in an amount equal to the unpaid balance of the preparation charges due pursuant to Section 23.17 of the Agreement.

2.22 Power as referenced in this document refers to any electrical power source supplied by BellSouth for MCIIm equipment. It includes all superstructure, infrastructure, and overhead facilities, including, but not limited to, cable, cable racks and bus bars. BellSouth will supply power to support MCIIm equipment at equipment specific DC and AC voltages. BellSouth shall supply power to MCIIm at parity with that provided by BellSouth to itself or to any third party. If BellSouth performance, availability, or restoration falls below industry standards, BellSouth shall bring itself into compliance with such industry standards as soon as technologically feasible.

2.22.1 Central office power supplied by BellSouth into the MCIIm equipment area, shall be supplied in the form of power feeders (cables) on cable racking into the designated MCIIm equipment area. MCIIm's certified vendor shall be responsible for the installation of power cabling from BellSouth's power distribution frame associated with the collocation space to the designated MCIIm equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of MCIIm equipment. The termination location shall be as requested by MCIIm. Any deviations will be jointly negotiated by BellSouth and MCIIm.

2.22.2 BellSouth shall provide power as requested by MCIIm to meet MCIIm's need for placement of equipment, interconnection, or provision of service.

2.22.3 BellSouth power equipment supporting MCIIm's equipment shall:

2.22.3.1 Comply with applicable industry standards (e.g., Bellcore and NEBS) or manufacturer's equipment power requirement specifications for equipment installation and physical equipment layout;

2.22.3.2 Have redundant power feeds with physical diversity and battery back-up at parity with that provided for similar BellSouth equipment;

2.22.3.3 Provide, upon MCIIm's request via the BFR process, the capability for real time access to performance monitoring and alarm data that impacts (or potentially may impact) MCIIm traffic;

2.22.3.4 Provide central office ground, connected to a ground electrode located within the MCIIm collocated space, at a location which meets BellSouth's Standards and is jointly agreed upon by the parties at the initial planning meeting identified in Section 2.17 preceding of this Attachment V.

2.22.3.5 Provide feeder capacity and quantity to support the ultimate equipment layout for MCIIm equipment in accordance with MCIIm's collocation request.

2.22.3.6 BellSouth shall, within ten (10) days of MCIIm's request:

2.22.3.6.1 Permit MCIIm to inspect supporting documents for contracted work done on behalf of MCIIm (i.e. AIA document G702).

2.22.3.6.2 Provide an installation sequence and access that will allow installation efforts

in parallel without jeopardizing personnel safety or existing MCI services;

2.22.3.6.3 Provide power plant alarms that adhere to Bell Communication Research (Bellcore) Network Equipment-Building System (NEBS) standards TR-EOP-000063, upon MCI's request via the BFR process;

2.22.3.6.4 Provide cabling that adheres to Bell Communication Research (Bellcore) Network Equipment-Building System (NEBS) standards TR-EOP-000063;

2.22.3.6.5 Provide Lock Out-Tag Out and other electrical safety procedures and devices in conformance with the most stringent of OSHA or industry guidelines.

2.22.4 BellSouth will provide MCI with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to MCI equipment located in BellSouth facility. BellSouth shall provide MCI immediate notification by telephone of any emergency power activity that would impact MCI equipment.

2.23 BellSouth shall provide virtual collocation where physical collocation is not practical for technical reasons or because of space limitations. BellSouth shall take collocator demand into account when renovating existing facilities and constructing or leasing new facilities.

2.24 Unless abatement of an Environmental Hazard or Hazardous Materials is required, intervals for physical collocation shall be a maximum of ninety (90) days from the date BellSouth receives MCI's firm order request. Requirements, terms and conditions for virtual collocation will be pursuant to section 20 of BellSouth's FCC #1 tariff.

Section 3. License - Left Blank Intentionally

Section 4. Technical References

BellSouth agrees to comply with all Bellcore and ANSI standards that are directly applicable to construct, supply and maintain collocation facilities. Such standards may include, without limitation:

National Electrical Code (NEC) NEBS Generic Engineering
Requirements for System Assembly and Cable
Distribution (Bellcore)

Generic Requirements for -24, -48, -130, and -140 volt central
office power plant rectifiers (Bellcore)