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Attachment 5
COLLOCATION

COLLOCATION

Section 1. General Description

1.1 Collocation means the arrangement whereby MCIm may place its own equipment in the USWC premises. Such premises include central offices, serving wire centers and tandem offices, or at any USWC premise at which it is technically feasible to accommodate such collocation. MCIm's equipment may be placed via either a physical or virtual collocation arrangement. With physical collocation, MCIm obtains dedicated space to place and maintain its equipment. With virtual collocation, USWC installs and maintains equipment that MCIm provides to USWC. Collocation also includes USWC providing resources necessary for the operation and economical use of collocated equipment. USWC shall have the burden of demonstrating to the Commission that a request for collocation at a particular premise is not technically feasible.

1.2 Collocation is offered for network interconnection between the Parties. MCIm may cross connect to other collocated parties via facilities provided by USWC or by cabling provided by MCIm or the other collocated party, provided that MCIm's collocated equipment is also used for interconnection with USWC or access to USWC's unbundled Network Elements. MCIm shall also be permitted to share its collocated space with other providers of telecommunications services, and in doing so, MCIm and the party with which it shares space may use their own cabling to interconnect.

1.3 MCIm is responsible for bringing its own or leased facilities (which may include facilities leased from USWC) to the USWC-designated Point of Interface ("POI"). USWC will extend MCIm's facilities from the POI to the cable vault within the wire center. If necessary, USWC may bring the facilities into compliance with USWC internal fire code standards and extend the facilities to the collocated space.

1.4 MCIm will be provided two (2) points of entry into the USWC wire center only when there are at least two (2) existing entry points for USWC cable and when there are vacant entrance ducts in both.

1.5 MCIm may collocate the amount and type of equipment it deems necessary in its collocated space in accordance with FCC and Commission Rules and Regulations. USWC shall not restrict the types of equipment or vendors of equipment to be installed. Such equipment may include, but shall not be limited to, transmission equipment, multiplexing equipment and remote switching units, subject to availability of space. Where space is limited, such as in cable vaults or manholes, MCIm shall be permitted to collocate equipment of the type that USWC ordinarily locates in such facilities. MCIm must identify what equipment will be installed, to allow for USWC to use this information in engineering the power, floor loading, heat release, environmental participant level, and HVAC.

1.6 Expanded Interconnection Channel Termination (EICT). Telecommunications interconnection between MCIm's collocated equipment and USWC's network may be accomplished via an Expanded Interconnection Channel Termination (EICT). This element can be at the DS-3, DS-1, DS-0, or any other technically feasible level, subject to network disclosure requirements of the FCC, depending on the USWC service to which it is connected. The terms and conditions of the tariff for EICT are incorporated only to the extent that they are agreed to by the Parties. Within ninety (90) days (or other acceptable time agreed to by the Parties) of the Effective Date of this Agreement, the Parties will meet to review the tariff and seek resolution on disagreed items.

1.7 Consistent with USWC's internal practice, within ten (10) business days of MCIm's request for any space, USWC 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 USWC's possession, or the possession of an agent, contractor, employee, lessor or tenant of USWC's.

1.8 USWC shall allow MCIm to perform any environmental site investigations, including, but not limited to, asbestos surveys, which MCIm deems to be necessary in support of its collocation needs. MCIm shall advise USWC in writing of its intent to conduct such investigation, and shall receive written approval from USWC to proceed. MCIm shall indemnify USWC according to Section 12 of the General Section of this Agreement for any loss or claim for damage suffered by USWC as a result of MCIm's actions during any site inspection.

1.9 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, USWC shall offer an alternative space, if available, for MCIm's consideration.

Section 2. Virtual Collocation

2.1 USWC 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.

2.2 Upon mutual agreement, MCIm will have physical access to the USWC wire center building pursuant to a virtual collocation arrangement.

2.3 MCIm will be responsible for obtaining and providing to USWC administrative codes, e.g., common language codes, for all equipment specified by MCIm and installed in wire center buildings.

2.4 MCIm will be responsible for payment of training of USWC employees for the maintenance, operation and installation of MCIm's virtually collocated equipment when that equipment is different than the equipment used by USWC. Training conditions are further described in the Virtual Collocation Rate Element Section of this Attachment.

2.5 MCIm will be responsible for payment of reasonable charges incurred as a result of agreed upon maintenance and/or repair of MCIm's virtually collocated equipment.

2.6 USWC does not guarantee the reliability of MCIm's virtually collocated equipment, but USWC is responsible for proper installation, maintenance and repair of such equipment, including the change out of electronic cards provided by MCIm.

2.7 MCIm is responsible for ensuring the functionality and interoperability of virtually collocated SONET equipment provided by different manufacturers.

2.8 MCIm, as bailor, will transfer possession of MCIm's virtually collocated equipment to USWC, as bailee, for the sole purpose of providing USWC with the ability to install, maintain and repair MCIm's virtually collocated equipment. Title to the MCIm virtually collocated equipment shall not pass to USWC.

2.9 MCIm shall ensure that upon receipt by USWC of MCIm's virtually collocated equipment, MCIm will make available all access to ongoing technical support to USWC, as available under the equipment warranty or other terms and conditions, all at MCIm's expense. MCIm shall advise the manufacturer and seller of the virtually collocated equipment that it will be installed, maintained and repaired by USWC.

2.10 MCIm'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. MCIm shall provide USWC interface specifications (e.g., electrical, functional, physical and software) of MCIm's virtually collocated equipment.

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

2.12 MCIm is responsible for purchasing and maintaining a supply of spares. Upon failure of the MCIm virtually collocated equipment, MCIm is responsible for transportation and delivery of maintenance spares to USWC at the wire center housing the failed equipment.

2.13 Where MCIm is virtually collocated in a premises which was initially prepared for virtual collocation, MCIm 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.

Section 3. Physical Collocation

3.1 USWC shall provide to MCIm physical collocation of equipment necessary for interconnection or for access to unbundled Network Elements, except that USWC shall provide for virtual collocation where space is available or expansion or rearrangement is possible if USWC 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. MCIm shall pay a prorated amount for expansion of said space. USWC 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 Commission subject to the rates, terms and conditions of this Agreement.

3.2 Where MCIm is virtually collocated in a premises which was initially prepared for virtual collocation, MCIm 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 MCIm shall coordinate the construction and rearrangement with USWC of its equipment (IDLC and transmission) and circuits for which MCIm shall pay USWC at applicable rates, and pursuant to the other terms and conditions in this Agreement. In addition, all applicable physical collocation recurring charges shall apply.

3.3 MCIm will be allowed access to the POI on non-discriminatory terms. MCIm owns and is responsible for the installation, maintenance and repair of its equipment located within the space rented from USWC.

3.4 MCIm 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.

3.5 The minimum standard leasable amount of floor space is one hundred (100) square feet. MCIm must efficiently use the leased space; no more than fifty percent (50%) of the floor space may be used for storage cabinets and work surfaces.

3.6 MCIm's leased floor space will be separated from other competitive providers and USWC space through cages or hard walls. MCIm may elect to have USWC construct the cage, or choose from USWC approved contractors to construct the cage, meeting USWC's installation Technical Publication 77350. Any deviation to MCIm's request must be approved.

3.7 The following standard features will be provided by USWC:

(a) Heating, ventilation and air conditioning.

(b) Smoke/fire detection and any other building code requirement.

3.8 USWC Responsibilities

(a) Design the floor space within each location which will constitute MCIm's leased space.

(b) Ensure that the necessary construction work is performed on a timely basis to build MCIm's leased physical space and the riser from the vault to the leased physical space.

(c) Develop a quotation specific to MCIm's request.

(d) Extend USWC-provided and owned fiber optic cable from the POI through the cable vault and extend the cable to MCIm's leased physical space or place the cable in fire retardant tubing prior to extension to MCIm's leased physical space.

(e) Install and maintain and undertake all related activity necessary to provide Channel Termination between USWC's and MCIm's equipment.

(f) Work cooperatively with MCIm in matters of joint testing and maintenance.

3.9 MCIm Responsibilities

(a) Determine the type of enclosure for the physical space.

(b) Procure, install and maintain all fiber optic facilities up to the USWC designated POI.

(c) Provide for installation, maintenance, repair and service of all MCIm's equipment located in the leased physical space.

(d) Ensure that all equipment installed by MCIm complies with Bellcore Network Equipment Building System Generic Equipment requirements, USWC 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.

3.10 The installation of any interconnection service will be coordinated between the Parties so that MCIm may utilize those services once MCIm has accepted its leased physical space.

3.11 If, at any time, USWC reasonably determines that the equipment or the installation does not meet standard industry requirements, such failure being due to actions of MCIm or its agents, MCIm will be responsible for the costs associated with the removal, modification to or installation of the equipment to bring it into compliance. If MCIm fails to correct any non-compliance within thirty (30) calendar days or as soon as reasonably practical after the receipt of written notice of non-compliance, USWC may have the equipment removed or the condition corrected at MCIm's expense.

3.12 If, during installation, USWC reasonably determines that MCIm activities or equipment are unsafe, non-industry standard or in violation of any applicable laws or regulations, USWC 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 USWC's service obligations or pose an immediate threat to the physical integrity of the conduit system or the cable facilities, USWC may perform such work and/or take action as is necessary to correct the condition at MCIm's expense.

3.13 USWC shall provide basic telephone service with a connection jack as requested by MCIm from USWC for the collocated space. Upon MCIm's request and following the normal provisioning process, this service shall be available at the MCIm collocated space on the day the space is turned over to MCIm by USWC.

3.14 Where available, USWC 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 MCIm personnel and its designated agents.

3.15 USWC shall provide MCIm with written notice five (5) business days prior to those instances where USWC or its subcontractors may be performing work that could reasonably potentially affect MCIm's service. USWC will make reasonable efforts to inform MCIm by telephone of any emergency related activity prior to the start of the activity that USWC or its subcontractors may be performing that could reasonably potentially affect MCIm's service, so that MCIm can take any action required to monitor or protect its service.

3.16 USWC shall provide information regarding the location, type and cable termination requirements (i.e., connector type, number and type of pairs and naming convention) for the USWC point of termination to MCIm within five (5) business days of MCIm's acceptance of USWC's quote for collocated space.

3.17 USWC shall provide the dimensions for MCIm Outside Plant Fiber ingress and egress into MCIm collocated space within five (5) business days of MCIm's acceptance of USWC's quote for collocated space.

3.18 USWC shall provide the sizes and number of power feeders for the collocated space to MCIm within ten (10) business days of MCIm's acceptance of USWC's quote for collocated space.

3.19 USWC shall provide positive confirmation to MCIm when construction of MCIm collocated space is fifty percent (50%) completed. This confirmation shall also include confirmation of the scheduled completion and turnover dates.

3.20 MCIm shall have the right to seek non-binding arbitration in accordance with the provisions of the Dispute Resolution procedures set forth in the General Section of this Agreement to resolve any issues arising from delays in the negotiated completion and turnover dates which create expenditures or delays for MCIm.

3.21 USWC shall provide the following information to MCIm within five (5) business days or as reasonably necessary upon receipt of a written request from MCIm:

(a) additional work restriction guidelines;

(b) USWC or industry technical publication guidelines that impact the design of USWC collocated equipment, unless such documents are already in the possession of MCIm;

(c) appropriate USWC contacts (names and telephone numbers) for the following areas:

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

(d) escalation process for the USWC employees (names, telephone numbers and the escalation order) for any disputes or problems that might arise pursuant to MCIm's collocation.

3.22 Power as referenced in this document refers to any electrical power source supplied by USWC for MCIm equipment. USWC will supply power to support MCIm equipment at equipment specific DC and AC voltages. At a minimum, USWC shall supply power to MCIm at parity with that provided by USWC to itself. If USWC performance, availability or restoration falls below industry standards, USWC shall bring itself into compliance with such industry standards as soon as technologically feasible.

(a) Central office power supplied by USWC into the MCIm equipment area, shall be supplied in the form of power feeders (cables) on cable racking into the designated MCIm equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of MCIm equipment. The termination location shall be mutually agreed upon by the Parties.

(b) USWC power equipment supporting MCIm'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 MCIm equipment, or, at minimum, at parity with that provided for similar USWC equipment at that location;

iii. provide central office ground, connected to a ground electrode located within the MCIm collocated space, at a level above the top of MCIm equipment plus or minus two (2) feet to the left or right of MCIm's final request;

iv. 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; and

vii. ensure that installed equipment meets Bellcore specifications.

Section 4. Collocation Rate Elements

4.1 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 MCIm for the total costs involved in its collocation request.

(b) Entrance Facility. Provides for fiber optic cable on a per two (2) fiber increment basis from the point of interconnection utilizing USWC 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 MCIm 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 MCIm 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 USWC qualified personnel necessary when MCIm requires access to the POI 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 four (4) hours. Maintenance Labor, Inspector Labor, Engineering Labor and Equipment Labor business hours are considered to be Monday through Friday, 8:00 a.m. to 5:00 p.m., and after business hours are after 5:00 p.m. and before 8:00 a.m, Monday through Friday, all day Saturday, Sunday and holidays.

(g) 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 USWC network is of sufficient length to require regeneration.

(h) USWC will provide external synchronization when available.

(i) USWC will provide twenty (20) hertz ringing supply when available.

4.2 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 MCIm or MCIm may choose from USWC approved contractors to construct the cage, meeting USWC's installation Technical Publication 77350. It includes the enclosure (cage or hardwall), air conditioning (to support MCIm loads specified), lighting (not to exceed two (2) watts per square foot), and convenience outlets (three (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 MCIm's requirements, central office structure and arrangements.

4.3 Virtual Collocation Rate Elements

The following rate elements apply only to virtual collocation arrangements:

(a) Maintenance Labor. Provides for the labor necessary for repair of out of service and/or service-affecting conditions and preventative maintenance of the MCIm virtually collocated equipment. MCIm is responsible for ordering maintenance spares. USWC will perform maintenance and/or repair work upon receipt of the replacement maintenance spare and/or equipment for MCIm. A call-out of a maintenance technician after business hours is subject to a minimum charge of four (4) hours. Maintenance Labor, Inspector Labor, Engineering Labor and Equipment Labor business hours are considered to be Monday through Friday, 8:00 a.m. to 5:00 p.m. and after business hours are after 5:00 p.m. and before 8:00 a.m., Monday through Friday, all day Saturday, Sunday and holidays.

(b) Training Labor. Provides for the billing of vendor-provided training for USWC personnel on a metropolitan service area basis, necessary for MCIm virtually collocated equipment which is different from equipment used by USWC. USWC will require three (3) USWC employees to be trained per metropolitan service area in which the MCIm virtually collocated equipment is located. If, by an act of USWC, trained employees are relocated, retired, or are no longer available, USWC will not require MCIm to provide training for additional USWC employees for the same virtually collocated equipment in the same metropolitan area. Fifty percent (50%) of the amount of training billed to MCIm will be refunded to MCIm, should a second collocator or USWC in the same metropolitan area select the same virtually collocated equipment as MCIm. The second collocator or USWC will be charged one half of the original amount paid by the first collocator for the same metropolitan area.

(c) Equipment Bay. Provides mounting space for the MCIm virtually collocated equipment. Each bay includes the seven (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 seventy-eight (78) inches. The monthly rate is applied per shelf.

(d) Engineering Labor. Provides the planning and engineering of the MCIm virtually collocated equipment at the time of installation, change or removal.

(e) Installation Labor. Provides for the installation, change or removal of the MCIm virtually collocated equipment.

Section 5. Collocation Installation Intervals

~~5.1 Intervals for physical collocation shall be a maximum of three (3) months from the date of the request. Virtual collocations shall have a maximum interval of two (2) months from the date of the request.~~

5.1 Initial physical collocation of MCIm equipment shall be accomplished by USWC as soon as technically possible, but in no event more than five (5) months from the requested date. Installation intervals for virtual collocation or for equipment additions or minor equipment modifications for either mode of collocation will be equivalent to those that USWC applies to itself, but in no instance shall any such interval exceed ninety (90) days from the date of request.

Section 6. Technical References

USWC shall provide collocation in accordance with the following standards:

6.1 Institute of Electrical and Electronics Engineers (IEEE) Standard 383, IEEE Standard for Type Test of Class 1 E Electric Cables, Field Splices, and Connections for Nuclear Power Generating Stations;

6.2 National Electrical Code (NEC), use most recent issue;

6.3 TA-NPL-000286, NEBS Generic Engineering Requirements for System Assembly and Cable Distribution, Issue 2 (Bellcore, January 1989);

6.4 TR-EOP-000063 Network Equipment-Building System (NEBS) Generic Equipment Requirements, Issue 3, March 1988;

6.5 TR-EOP-000151, Generic Requirements for 24-, 48-, 130-, and 140- Volt Central Office Power Plant Rectifiers, Issue 1 (Bellcore, May 1985);

6.6 TR-EOP-000232, Generic Requirements for Lead-Acid Storage Batteries, Issue 1 (Bellcore, June 1985);

6.7 TR-NWT-000154, Generic Requirements for 24-, 48-, 130, and 140- Volt Central Office Power Plant Control and Distribution Equipment, Issue 2 (Bellcore, January 1992);

6.8 TR-NWT-000295, Isolated Ground Planes: Definition and Application to Telephone Central Offices, Issue 2 (Bellcore, July 1992);

6.9 TR-NWT-000840, Supplier Support Generic Requirements (SSGR), (A Module of LSSGR, FR-NWT-000064), Issue 1 (Bellcore, December 1991);

6.10 TR-NWT-001275 Central Office Environment Installations/Removal Generic Requirements, Issue 1, January 1993; and

6.11 Underwriters' Laboratories Standard, UL 94.

Section 7. License

7.1 USWC hereby grants MCIm a license to occupy any premises or rack space which contain collocated equipment, including, without limit, all necessary ingress, egress and reasonable use of USWC's property, for the term of this Agreement.