

Verizon

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UTILITIES COMMISSION



17933 N.W. Evergreen Pkwy  
P.O. Box 1100  
Beaverton, OR 97076

September 11, 2003

Ms. Jean Jewell  
Commission Secretary  
Idaho Public Utilities Commission  
472 W. Washington  
Boise, Idaho 83702

VZIN-T-03-06

RE: Amendment 1 to Interconnection Agreement between Verizon Northwest Inc. and  
MCI Worldcom Communications, Inc.

Dear Ms. Jewell,

Enclosed for Commission approval are the original and three copies of a Amendment  
No. 1 to the agreement between Verizon Northwest Inc. and MCI Worldcom  
Communications, Inc. Please call me at (503) 645-7909 if you should have any  
questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Renee M. Willer".

Renee M. Willer  
Verizon Northwest Inc.

Enclosure

AMENDMENT NO. 1

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to the

INTERCONNECTION AND UNBUNDLING AGREEMENT

2003 SEP 11 AM 10:49

between

PUBLIC UTILITIES COMMISSION

VERIZON NORTHWEST INC.

and

VZ-N-T-03-06

MCI WORLDCOM COMMUNICATIONS, INC.

THIS AMENDMENT No. 1 (this "Amendment") is made this 14<sup>th</sup> day of July, 2003 (the "Effective Date"), by and between Verizon Northwest Inc., a Washington corporation ("Verizon") with its principal place of business at 1800 41<sup>st</sup> Street, Everett, WA 98201 and MCI WORLDCOM Communications, Inc., a Delaware corporation ("MCIW") with its principal place of business at 22001 Loudoun County Parkway, Ashburn, VA 20147. (Verizon and MCIW may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties"). This Amendment covers services in state of Idaho (the "State").

**WITNESSETH:**

**WHEREAS**, pursuant to an adoption letter dated June 23, 2003 (the "Adoption Letter"), MCIW adopted in the State of Idaho, the voluntarily negotiated terms of the Interconnection Agreement between ICG Telecom Group Inc. ("ICG") and Verizon California Inc., f/k/a GTE California Incorporated ("Verizon California") that was approved by the California Public Utilities Commission as an effective agreement in the State of California, as such agreement existed on the date of the Adoption Letter after giving effect to operation of law (the "Terms"); and

**WHEREAS**, subsequent to the approval of the Terms, MCIW notified Verizon that it desired to amend the Terms as set forth herein; and

**NOW, THEREFORE**, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Collocation Terms. The Parties agree that the Terms should be amended by the addition of the Collocation Attachment and Pricing Appendix to the Collocation Attachment attached hereto as Appendix A, which terms shall govern the provisions of Collocation services and shall be substituted in place of any Collocation terms contained in the Verizon California Terms.

2. Conflict between this Amendment and the Terms. This Amendment shall be deemed to revise the terms and provisions of the Terms to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Terms, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Terms, or in the Terms but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5. Scope of this Amendment. This Amendment shall amend, modify and revise the Terms only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1

of this Amendment, the terms and provisions of the Terms shall remain in full force and effect after the Effective Date of this Amendment.

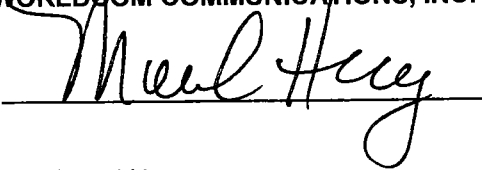
6. Choice of Law. This Amendment shall be governed by, and construed in accordance with, the laws of the state of Idaho, without reference to its choice of law principles.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

**MCI WORLDWIDE COMMUNICATIONS, INC.**

By:

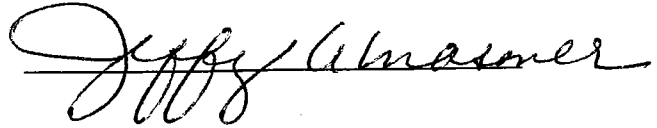


Printed: Marcel Henry

Title: Vice President – National Carrier and Contract Management

**VERIZON NORTHWEST INC.**

By:



Printed: Jeffrey A. Masoner

Title: Vice President – Interconnection Services Policy & Planning

**APPENDIX A  
COLLOCATION ATTACHMENT**

**1. Verizon's Provision of Collocation**

Verizon shall provide to MCIW, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, Collocation for the purpose of facilitating MCIW's interconnection with facilities or services of Verizon or access to Unbundled Network Elements of Verizon; provided, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide Collocation to MCIW only to the extent required by Applicable Law and may decline to provide Collocation to MCIW to the extent that provision of Collocation is not required by Applicable Law. Subject to the foregoing, Verizon shall provide Collocation to MCIW in accordance with the rates, terms and conditions set forth in Verizon's Collocation tariff, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective.

Because the Commission rejected Verizon's Collocation Tariff Advice No. 00-05 in Order No. 28490 on August 29, 2000, Verizon shall provide Collocation according to the following terms and conditions in the State of Idaho on an interim basis only until such time as the Commission's decision is reversed and Verizon's Collocation Tariff Advice No. 00-05 is permitted to go into effect or until such time as Verizon files another Collocation Tariff in Idaho. At such time as the Commission's decision is reversed and Verizon's Collocation Tariff Advice No. 00-05 is permitted to go into effect or at such time as there is a Verizon Collocation tariff on file with the Commission, and subject to the foregoing, the following terms and conditions will be rendered ineffectual, and Verizon shall provide Collocation to MCIW in accordance with the terms and conditions set forth in Verizon's Collocation tariff, and Verizon shall do so regardless of whether or not such terms and conditions are effective.

Section 1 of this Collocation Attachment ("Attachment"), in conjunction with the rest of this Attachment, set forth the terms and conditions under which Verizon shall provide collocation services to MCIW. Collocation provides for access to Verizon's "Premises", for the purpose of interconnection and/or access to Unbundled Network Elements (UNEs). Verizon's Premises include Verizon's central offices, serving Wire Centers, and all other buildings or similar structures owned, leased, or otherwise controlled by Verizon that house Verizon's network facilities. Collocation at Verizon's Wire Centers and access tandems shall be accomplished through caged, cageless, virtual or microwave service offerings, as described below, except if not practical for technical reasons or due to space limitations. In such event, Verizon shall provide adjacent collocation or other methods of collocation, subject to space availability and technical feasibility. As required by Applicable Law, Verizon shall also offer rates, terms and conditions for collocation services that are not expressly addressed in this Attachment or other Verizon tariffs on an individual case basis, and in doing so, shall comply with all applicable federal or state requirements.

1.1 Types of Collocation.

1.1.1 Single Caged. A single caged arrangement is a form of caged collocation, which allows a single CLEC to lease caged floor space to house its equipment within Verizon Premises.

1.1.2 Shared Caged. A shared caged arrangement is a newly constructed caged collocation arrangement that is jointly applied for and occupied by two or more CLECs within a Verizon Premise. When two or more CLECs request establishment and jointly apply for a new caged collocation arrangement to be used as a shared caged arrangement, one of the participating CLECs must agree to be the host CLEC (HC) and the other(s) to be the guest CLEC (GC). The HC and GC(s) are solely responsible for determining whether to share a shared caged collocation arrangement and if so, upon what terms and conditions. The HC and GC(s) must each be interconnected to Verizon for the exchange of traffic with Verizon and/or to access unbundled network elements. Verizon will not issue separate billing for any of the rate elements associated with the shared

caged collocation arrangement between the HC and the GC(s), but Verizon will provide the HC with information on the proportionate share of the NRCs for each CLEC in the shared arrangement. The HC will be responsible for ordering and payment of all collocation applicable services ordered by the HC and GC(s). The HC and GC will be responsible for ordering their own unbundled network elements from Verizon. Verizon will separately bill the HC and/or GC(s) for unbundled network elements ordered. The HC and GC(s) are Verizon's customers and have all the rights and obligations applicable hereunder to CLECs purchasing collocation-related services, including, without limitation, the obligation to pay all applicable charges, whether or not the HC is reimbursed for all or any portion of such charges by the guest(s). All terms and conditions for caged collocation as described in this Attachment will apply to shared caged collocation requirements.

- 1.1.3 Subleased Caged. Vacant space available in a CLEC's caged collocation arrangement may be made available to a third party(s) for the purpose of interconnection and/or for access to UNEs in Verizon Premises via the subleasing collocation arrangement. The CLEC subleases the floor space to the third party(s) pursuant to terms and conditions agreed to by the CLEC and the third party(s) involved. The CLEC and third party(s) must each be interconnected to Verizon for the exchange of traffic with Verizon and/or to access unbundled network elements. The CLEC is solely responsible for determining whether to sublease a shared caged collocation arrangement and if so, upon what terms and conditions. Verizon will not issue separate billing for any of the rate elements associated with the subleased caged collocation arrangement between the CLEC and the third party(s). The CLEC will be responsible for ordering and payment of all collocation applicable services ordered by the CLEC and the third party(s). Each CLEC and third party will be responsible for ordering their own unbundled network elements from Verizon. Verizon will separately bill the CLEC and third party/parties for unbundled network elements ordered. The CLEC and third party(s) are Verizon's customers and have all the rights and obligations applicable hereunder to CLECs purchasing collocation-related services, including, without limitation, the obligation to pay all applicable charges, whether or not the CLEC is reimbursed for all or any portion of such charges by the third party(s). All terms and conditions for caged collocation as described in this Attachment will apply to subleased caged collocation requirements.
- 1.1.4 Cageless. Cageless collocation is a form of collocation in which CLECs can place their equipment in Verizon Premises. A cageless collocation arrangement allows a CLEC, using Verizon approved vendors, to install equipment in single bay increments in an area designated by Verizon. The equipment location will be designated by Verizon and will vary based on individual Verizon Premise configurations. CLEC equipment will not share the same equipment bays with Verizon equipment.
- 1.1.5 Adjacent. An adjacent collocation arrangement permits a CLEC to construct or procure a structure on Verizon property for collocation for the purposes of interconnection and/or access to UNEs in accordance with the terms and conditions of this Agreement. Adjacent collocation is only an option when the following conditions are met: (1) space is legitimately exhausted in Verizon's Premise for caged and cageless collocation; and (2) it is technically feasible to construct or procure a hut or similar structure on Verizon property that adheres to local building code, zoning requirements, and Verizon building standards. MCIW is responsible for complying with all zoning requirements, any federal, state or local regulations, ordinances and laws, and obtaining all associated permits. Verizon may, where required, participate in the zoning approval and permit acquisitions. MCIW may not take any action in establishing an adjacent structure

that will force Verizon to violate any zoning requirements or any federal, state, or local regulations, ordinances, or laws.

Any construction by MCIW on Verizon property must comply with Verizon's technical specifications as they relate to environmental safety and grounding requirements. Verizon will make available power and physical collocation services to MCIW in the same non-discriminatory manner as it provides itself for its own remote equipment buildings (REBs).

1.1.6 Virtual. Under virtual collocation, Verizon installs and maintains MCIW provided equipment which is dedicated to the exclusive use of the MCIW in a collocation arrangement. Additional details on Virtual Collocation are set forth in Section 1.9.

1.1.7 Microwave. Physical collocation of microwave transmission facilities will be permitted on a first-come, first-served basis except where such collocation is not practical for technical reasons or because of space limitations. Microwave collocation provides for the interconnection of MCIW or Verizon provided facilities, equipment and support structures located in, on or above the exterior walls and roof of Verizon premises. Additional details on Microwave Collocation are set forth in Section 1.10.

## 1.2 Ordering.

### 1.2.1 Application.

1.2.1.1 Point of Contact. Verizon will establish points of contact for MCIW to contact to place a request for collocation. The point of contact will provide MCIW with general information and requirements, including a list of engineering and technical specifications, fire, safety, security policies and procedures, and an application form.

1.2.1.2 Application Form/Fee. MCIW requesting collocation at a Verizon Premise will be required to complete the application form and submit the non-refundable engineering fee set forth in Appendix A, described in Section 1.5.1, for each Verizon Premise at which collocation is requested. The application form will require MCIW to provide all engineering, floor space (where applicable), power, environmental and other requirements necessary for the function of the service. MCIW will provide Verizon with specifications for any non-standard or special requirements at the time of application. Verizon reserves the right to assess the customer any additional charges on an individual case basis ("ICB") associated with complying with the requirements. Any such charges shall be noticed to MCIW.

Verizon will process collocation requests from CLECs on a first-come, first-serve basis pursuant to Verizon's receipt of a completed application form and the non-refundable engineering fee.

1.2.1.3 Notification of Acceptance/Rejection. Verizon will notify MCIW in writing within eight (8) Business Days following receipt of the completed application if MCIW's requirements cannot be accommodated as specified. If the application is deficient, Verizon will specify in writing, within eight (8) Business Days, the information that must be provided by MCIW in order to complete the application. If MCIW resubmits a revised application curing any deficiencies in their original application within ten (10) calendar days after being informed of them, MCIW shall retain its position within the collocation application queue.

- 1.2.2 Space Availability. Verizon will notify MCIW, in writing, within eight (8) Business Days following receipt of the completed application form and non-refundable engineering fee if space is available at the selected Verizon Premise. The response will be one of the following:
- 1.2.2.1 There is space and Verizon will proceed with the arrangement.
  - 1.2.2.2 There is no space. Verizon will proceed as described in Section 1.4.1.
  - 1.2.2.3 There is no readily available space, however, Verizon will determine whether space can be made available and will notify MCIW within twenty (20) Business Days. At the end of this period, Verizon will proceed as described in 1.2.2.1 or 1.2.2.2 above.
- 1.2.3 Price Quote. Verizon shall provide MCIW with a price quote for collocation services required to accommodate MCIW's request within eight (8) Business Days of MCIW's application date, provided that no ICB rates are required in the quote. MCIW shall have five (5) Business Days from receipt of the quote to inform Verizon, in writing, of its intent to proceed with their collocation request and pay fifty percent (50%) of the applicable Non-Recurring Charges (NRCs), set forth in Appendix A as described in Section 1.5.1, associated with the ordered collocation services. The remaining 50% will be billed by Verizon upon completion of the collocation request.
- 1.2.4 [Intentionally Left Blank].
- 1.2.5 Augmentation. All requests for an addition or change to an existing collocation arrangement that has been inspected and turned over to MCIW is considered an augmentation. An augmentation request will require the submission of a complete application form and a non-refundable Engineering or Minor Augment fee. A Minor Augment fee may not be required under the circumstances outlined below. The definition of a major or minor augment is as follows:
- 1.2.5.1 Major Augments of collocation arrangements are those requests that:  
(a) require AC or DC power; (b) add equipment that generates more BTU's of heat, or (c) increase the floor space over what MCIW requested in its original application. A complete application and Engineering Fee will be required when submitting a request that requires a Major Augment.
  - 1.2.5.2 Minor Augments of collocation arrangements will require the submission of a complete application form and the Minor Augment Fee. Minor augments are those requests that: (a) do not require additional DC and AC power, (b) do not add equipment that generates more BTU's of heat, or (c) do not increase floor space, over what MCIW requested in its original application. The requirements of a Minor Augment request cannot exceed the capacity of the existing/proposed electrical, power or HVAC system. Requests for additional DS0, DS1, and DS3 facility terminations to access Verizon's unbundled network elements are included as Minor Augments.
- Minor Augments that require an augment fee are those requests that require Verizon to perform a service or function on behalf of MCIW including but not limited to: installation of Virtual equipment cards or software upgrades, removal of Virtual equipment, requests to pull cable from exterior microwave facilities, and requests to terminate DS0, DS1 and DS3 cables.



Minor Augments that do not require a fee are those augments performed solely by MCIW, that do not require Verizon to provide a service or function on behalf of MCIW, including but not limited to, requests to install additional equipment in MCIW collocation space. Prior to the installation of the additional equipment, MCIW agrees to provide Verizon an application form with an updated equipment listing that includes the new equipment to be installed in MCIW's collocation arrangement. Once the equipment list is submitted to Verizon, MCIW may proceed with the augment. MCIW agrees that changes in equipment provided by MCIW under this provision will not exceed the engineering specifications for power and HVAC as requested on original application. All augments will be subject to Verizon inspection, in accordance with term of this contract for the purpose of ensuring compliance with Verizon safety standards.

- 1.2.6 Expansion. Verizon will not be required to construct additional space to provide for MCIW collocation when available space has been exhausted. Where MCIW seeks to expand its existing collocation space, Verizon shall make contiguous space available to the extent possible; provided, however, Verizon does not guarantee contiguous space to MCIW to expand its existing collocation space. MCIW requests for expansion of existing space within a specific Verizon Premise will require the submission of an application form and the appropriate Major Augment fee.
- 1.2.7 Relocation. MCIW requests for relocation of the termination equipment from one location to a different location within the same Verizon Premise will be handled on an ICB basis. MCIW will be responsible for all costs associated with the relocation of its equipment.

1.3 Installation and Operation.

- 1.3.1 Joint Planning and Implementation Levels. Where conditioned space is readily available, the implementation interval for Caged and Cageless collocation requests is seventy-six (76) Business Days for all standard requests which were properly forecast six (6) months prior to the application date, subject to the conditions set forth. Should unique circumstances arise such as major construction obstacles or special MCIW requirements, upon notification to MCIW, a time extension of no greater than fifteen (15) Business Days will apply. Intervals for non-standard arrangements, including, but not limited to, Adjacent collocation shall be mutually agreed upon by MCIW and Verizon.

- 1.3.1.1 The following standard implementation milestones, in Business Days, will apply unless MCIW and Verizon jointly decide otherwise:
- 1.3.1.1.1 Day 1: MCIW submits completed application and associated Engineering/Major Augment Fee.
  - 1.3.1.1.2 Day 9: Verizon notifies MCIW that request can be accommodated.
  - 1.3.1.1.3 Day 14: MCIW notifies Verizon of its intent to proceed and submits 50% payment as set forth in Section 1.2.3.
  - 1.3.1.1.4 Day 76: Verizon and MCIW attend a Joint Inspection meeting and Verizon turns over the collocation space to the MCIW.

Verizon and MCIW shall work cooperatively in meeting these milestones and deliverables as determined during the joint planning process. Verizon will schedule a meeting with MCIW to determine engineering and network requirements. A preliminary schedule will be developed outlining major milestones. MCIW and Verizon control various interim milestones they must complete in order to meet the overall intervals. The interval clock will stop, and the final due date will be adjusted accordingly, for each milestone MCIW misses (day for day). When Verizon becomes aware of the possibility of vendor delays, Verizon will first contact MCIW to attempt to negotiate a new interval. Verizon and MCIW shall conduct additional joint planning meetings, as reasonably required, to ensure that all known issues are discussed and to address any that may impact the implementation process. Verizon will permit MCIW to schedule one escorted visit to MCIW's collocation space during construction. The applicable labor rates in Appendix A will be applied for the escorted visit.

- 1.3.1.2 Prior to MCIW beginning the installation of its equipment, MCIW must sign Verizon work completion notice, indicating acceptance of the collocation space. MCIW may not install any equipment or facilities in the collocation space until the receipt by Verizon of the work completion notice. Prior to MCIW beginning the installation of equipment in a cage, bay or cabinet, MCIW and Verizon must conduct a joint inspection of the designated collocation space. Verizon shall notify MCIW of the date the collocation arrangement is ready for the joint inspection. MCIW has ten (10) Business Days to meet Verizon at the site of the collocation arrangement. Upon acceptance of the arrangement by MCIW, billing will be initiated, access cards will be issued and MCIW may begin installation of equipment. If MCIW does not attend the joint inspection within the specified ten (10) Business Days, Verizon will initiate billing for all monthly and nonrecurring charges.
- 1.3.1.3 Unconditioned space conversion timeframes fall outside the normal intervals and are negotiated on an individual case basis based on negotiations with the site preparation vendor(s). Verizon will use its best efforts to minimize the additional time required to condition collocation space, and will inform MCIW of the time estimates as soon as possible.

### 1.3.2 Forecasting and Use of Data.

- 1.3.2.1 Verizon will request Caged and Cageless forecasts from MCIW on a semi-annual basis, with each forecast covering a two-year period. MCIW will be required to update the near-term (6-month) forecasted application dates. Information requested will include central office, month applications are expected to be sent, requested in-service month, preference for Caged or Cageless collocation, and square footage required.
- 1.3.2.2 Unforecasted demand will be given a lesser priority than forecasted demand. Verizon will make every attempt to meet standard intervals for unforecasted requests. However, if unanticipated requests push demand beyond Verizon's capacity limits, Verizon will negotiate longer intervals as required (and within reason). In general, if forecasts are received less than two (2) months prior to the application date, the interval start day may be postponed as follows:

- 1.3.2.2.1 No forecast: Interval Start Date commences two (2) months after application date.

1.3.2.2.2 Forecast received one month prior to application date: Interval Start Date commences two (2) months after application date.

1.3.2.2.3 Forecast received two (2) months prior to application date: Interval Start Date commences one month after application date.

Any such interval adjustments will be discussed with MCIW at the time the application is received.

1.3.3 Collocation Capacity.

1.3.3.1 Verizon's estimate of its present capacity (i.e., no more than an increase of 15% over the average number of applications received for the preceding three months in a particular geographic area) is based on current staffing and current vendor arrangements. If the forecasts indicate spikes in demand, Verizon will attempt to smooth the demand via negotiations with the forecasting CLECs. If Verizon and MCIW fail to agree to smooth demand, Verizon will determine if additional expenditures would be required to satisfy the spikes in demand and will work with the Commission Staff to determine whether such additional expenditure is warranted and to evaluate cost recovery options.

1.3.3.2 If Verizon augments its workforce based on forecasts, Verizon reserves the right to hold CLECs accountable for the accuracy of their forecasts.

1.3.4 Vendor Capacity. Verizon will continuously seek to improve vendor performance for all premises work, including collocation. Since the vendors require notice in order to meet increases in demand, Verizon will share MCIW actual and forecasted demand with appropriate vendors, as required, subject to the appropriate confidentiality safeguards. Verizon will seek assistance from the CLECs to resolve vendor inability to meet demands.

1.3.5 Responsibility for Vendor Delays. No party shall be excused from their obligations due to the acts or omissions of a Party's subcontractors, material, men, suppliers or other third persons providing such products or services to such Party unless such acts or omissions are the product of a Force Majeure Event, or unless such delay or failure and the consequences thereof are beyond the reasonable control and without the fault or negligence of the Party claiming excusable delay or failure to perform.

1.3.6 Space Preparation.

1.3.6.1 Cage Construction. For caged collocation, MCIW may construct the cage with a standard enclosure if they are a Verizon approved contractor or MCIW may subcontract this work to a Verizon approved contractor.

1.3.6.2 Site Selection/Power. Verizon shall designate the space within its Premise where MCIW shall collocate its equipment. Verizon will assign collocation space to MCIW in a just, reasonable, and nondiscriminatory manner. Verizon will allow MCIW requesting caged or cageless collocation to submit space preferences on the Application Form prior to assigning caged and cageless collocation space to MCIW. Verizon will assign caged and cageless space in accordance with the following standards: (1) MCIW's collocation costs cannot be materially increased by the assignment; (2) MCIW's occupation and use of Verizon's

premises cannot be materially delayed by the assignment; (3) The assignment cannot impair the quality of service or impose other limitations on the service MCIW wishes to offer; and (4) The assignment cannot reduce unreasonably the total space available for caged and cageless collocation, or preclude unreasonably, caged and cageless collocation within Verizon's premises.

Verizon may assign caged and cageless collocation to space separate from space housing Verizon's equipment, provided that each of the following conditions is met: (1) Either legitimate security concerns, or operational constraints unrelated to Verizon's or any of its affiliates' or subsidiaries competitive concerns, warrant such separation; (2) Any caged and cageless collocation space assigned to an affiliate or subsidiary of Verizon is separated from space housing Verizon's equipment; (3) The separated space will be available in the same time frame as, or a shorter time frame than, non-separated space; (4) The cost of the separated space to MCIW will not be materially higher than the cost of non-separated space; and (5) The separated space is comparable, from a technical and engineering standpoint, to non-separated space.

Where applicable, Verizon shall provide, at the rates set forth in Appendix A described in Section 1.5.1, 48V DC power with generator and/or battery back-up, heat, air conditioning and other environmental support to MCIW's equipment in the same standards and parameters required for Verizon equipment within that Verizon Premise. MCIW may install AC convenience outlets and overhead lighting if MCIW is a Verizon approved contractor, or this work may be subcontracted to a Verizon approved contractor.

- 1.3.6.3 DC Power. Verizon will provide DC power to the collocation arrangement as specified by MCIW in its Collocation application. The MCIW will specify the load on each feed and the size of the fuse to be placed on each feed. Charges for DC power will be applied based on the total number of load amps ordered on each feed.

For example, if MCIW orders a total of 40 load amps of DC power and an A and B feed, MCIW could order 20 load amps on the A feed and 20 load amps on the B feed. Verizon will permit MCIW to order a fuse size up to 2.5 times the load amps ordered provided that applicable law permits this practice. Thus, MCIW could order that each feed be fused at 50 amps if MCIW wants one feed to carry the entire load in the event the other feed fails. Accordingly, MCIW will be charged on the basis of the total number of load amps ordered, i.e., 40 amps, and not based on the total number of amps available for the fuse size ordered.

- 1.3.6.4 MCIW is responsible for engineering the power consumption in its Collocation arrangements and therefore must consider any special circumstances in determining the fused capacity of each feed. Verizon will engineer the power feeds to the Collocation arrangement in accordance with industry standards based upon requirements ordered by MCIW in its Collocation application. Any subsequent orders to increase DC power load at a Collocation arrangement must be submitted on a Collocation application.
- 1.3.6.5 Verizon reserves the right to perform random inspections to verify the actual power load being drawn by a Collocation arrangement. At any

time, without written notice, Verizon may measure the DC power drawn at an arrangement by monitoring the power distribution point. In those instances where Verizon needs access to the Collocation arrangement to make these measurements, Verizon will schedule a joint meeting with MCIW.

- 1.3.6.6 If the inspection reveals that the power being drawn does not exceed the total number of load amps ordered, no further action will apply.
- 1.3.6.7 If the inspection reveals that the power being drawn is greater than 100% and up to 110% of the total number of load amps ordered, Verizon will provide MCIW with written notification by certified U.S. Mail to the person designated by MCIW to receive such notice that more power is being drawn than was ordered. Within five (5) Business Days of the date of notification, MCIW must reduce the power being drawn to match its ordered load or revise its power requirement to accommodate the additional power being drawn. Failure to reduce the power being drawn or submit a revised application within the five (5) Business Days will result in an increase in the amount of power being billed to 110% of the power ordered in the application on file.
- 1.3.6.8 If the inspection reveals that the power being drawn is greater than 110% of the total number of load amps ordered, that arrangement is subject to the following treatment:
  - 1.3.6.8.1 Verizon will provide MCIW with written notification by certified U.S. Mail to the person designated by MCIW to receive such notice that it has exceeded its ordered power.
  - 1.3.6.8.2 Additional Labor charges, as set forth in Appendix A, apply for the cost associated with performing this inspection.
  - 1.3.6.8.3 Verizon will bill MCIW for the full fused capacity for each of the next six (6) bill periods following the inspection.
  - 1.3.6.8.4 After six (6) months of full fused capacity billing, and upon receipt of an application to revise the power required at that arrangement, Verizon will adjust the billing to reflect MCIW's revised power requirement. In the event that a revised application is not submitted, billing at full fused capacity will continue until a revised application is received.
  - 1.3.6.8.5 Within fifteen (15) Business Days of the date of notification, MCIW must submit a non-scheduled attestation of the power being drawn at each of its remaining Collocation arrangements. Failure to submit this non-scheduled attestation will result in the application of Additional Labor charges set forth in Appendix A for any subsequent DC power inspections Verizon performs prior to receipt of the next scheduled attestation. Scheduled attestations are described in Section 1.3.6.9 following.
- 1.3.6.9 Annually, MCIW must submit a written statement signed by a responsible officer of MCIW, which attests that it is not exceeding the total load of power as ordered in its Collocation applications. This attestation, which must be received by Verizon no later than the last day of June, shall individually list all of MCIW's completed Collocation arrangements provided by Verizon in all of its operating territories. If

MCIW fails to submit this written statement by the last day in June, Verizon will notify MCIW in writing that it has thirty (30 days) to submit its power attestation. Failure to submit the required statement within the 30 day notice period will result in the billing of DC power at each Collocation arrangement to be increased to the total number of amps fused.

- 1.3.6.10 Whenever Verizon is required to perform work on an Collocation arrangement as a result of MCIW's order for a reduction in power requirements (e.g., change in fuse size), Verizon will assess a nonrecurring charge for the additional labor. The nonrecurring charge applies for the first half hour (or fraction thereof) and for each additional half hour (or fraction thereof) per technician, per occurrence as shown in Appendix A.
- 1.3.6.11 If MCIW orders a change in the power configuration requiring new -48 volt DC power feeds to the Collocation arrangement, Verizon will require an Engineering/Major Augment Fee with an application, as set forth in Appendix A, subject to the terms and conditions described in Section 1.2.5. In addition, if MCIW's order for a reduction in DC power triggers the deployment of power cabling to a different power distribution point, the Engineering/Major Augment Fee as set forth in Appendix A applies. Verizon will work cooperatively with MCIW to configure the new power distribution cables and disconnect the old ones.

### 1.3.7 Equipment and Facilities.

- 1.3.7.1 Purchase of Equipment. MCIW will be responsible for supply, purchase, delivery, installation and maintenance of its equipment and equipment bay(s) in the collocation area. Verizon is not responsible for the design, engineering, or performance of MCIW's equipment and provided facilities for collocation. Upon installation of all transmission and power cables for collocation services, MCIW relinquishes all rights, title and ownership of transmission (excluding fiber entrance facility cable) and power cables to Verizon.
- 1.3.7.2 Permissible Equipment. Verizon shall permit the collocation and use of any equipment necessary for interconnection or access to unbundled network elements in accordance with the following standards: (1) Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude MCIW from obtaining interconnection with Verizon at a level equal in quality to that which Verizon obtains within its own network or Verizon provides to any of its affiliates, subsidiaries, or other parties; and (2) Equipment is necessary for access to an unbundled network element if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude MCIW from obtaining nondiscriminatory access to that unbundled network element, including any of its features, functions, or capabilities.

Multi-functional equipment shall be deemed necessary for interconnection or access to an unbundled network element if and only if the primary purpose and function of the equipment, as MCIW seeks to deploy it, meets either or both of the standards set forth in the preceding paragraph. For a piece of equipment to be utilized primarily to obtain equal in quality interconnection or nondiscriminatory access to one or more unbundled network elements, there also must be a logical

nexus between the additional functions the equipment would perform and the telecommunication services MCIW seeks to provide to its customers by means of the interconnection or unbundled network element. The collocation of those functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth in the preceding paragraph must not cause the equipment to significantly increase the burden on Verizon's property.

Whenever Verizon objects to collocation of equipment by MCIW for purposes within the scope of Section 251(c)(6) of the Act, Verizon shall prove to the state commission that the equipment is not necessary for interconnection or access to unbundled network elements under the standards set forth above.

MCIW may place in its caged collocation space ancillary equipment such as cross connect frames, and metal storage cabinets. Metal storage cabinets must meet Verizon Premise environmental standards.

- 1.3.7.3 Specifications. MCIW equipment must fully comply with Bellcore Network Equipment Building Systems (NEBS) Generic Equipment Requirements (GR-63-CORE), Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunications Equipment (GR-1089-CORE) and the Network Equipment Installation Standards Information Publication (IP-72201), Workmanship Requirement Profile and Verizon's central office, engineering, environmental and transmission standards as they relate to fire, safety, health, environmental safeguards, or interference with Verizon's services or facilities.

MCIW equipment must conform to the same specific risk/safety/hazard standards which Verizon imposes on its own central office equipment as defined in Verizon's NEBS requirements RNSA-NEB-95-0003, Revision 10 or higher. MCIW equipment is not required to meet the same performance and reliability standards as Verizon imposes on its own equipment as defined in Verizon's RNSA-NEB-95-0003, Revision 10 or higher.

In addition, MCIW may install equipment that has been deployed by Verizon for five (5) years or more with a proven safety record.

Verizon reserves the right to remove facilities and equipment from its list of approved products if such products, facilities, and equipment are determined to be no longer compliant with NEBS standards or Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunications Equipment (GR-1089-CORE). Verizon will provide 90 days' notice of the change unless it is due to an emergency that renders notice impossible.

- 1.3.7.4 Cable. MCIW is required to provide proper cabling, based on circuit type (VF, DS0, xDSL, DS1, DS3, etc.) to ensure adequate shielding. Verizon cable standards are required to reduce the possibility of interference. MCIW is responsible for providing fire retardant riser cable that meets Verizon standards. Verizon is responsible for placing MCIW's fire retardant riser cable from the cable vault to the collocation space. Verizon is responsible for installing MCIW provided fiber optic cable in the cable space or conduit from the first manhole to the premises. This may be shared conduit with dedicated inner duct. If

MCIW provides its own fiber optic facility, then MCIW shall be responsible for bringing its fiber optic cable to the Verizon Premise manhole. MCIW must leave sufficient cable length for Verizon to be able to fully extend such cable through to MCIW's collocation space.

- 1.3.7.5 Manhole/Splicing Restrictions. Verizon reserves the right to prohibit all equipment and facilities, other than fiber optic cable, in its manholes. MCIW will not be permitted to splice fiber optic cable in the first manhole outside of the Verizon Premise. Where MCIW is providing underground fiber optic cable in Manhole #1, it must be of sufficient length as specified by Verizon to be pulled through the Verizon Premise to MCIW's collocation space. Verizon is responsible for installing a cable splice, if necessary, where MCIW provided fiber optic cable meets Verizon standards within the Verizon Premise cable vault or designated splicing chamber. Verizon will provide space and racking for the placement of an approved secured fire retardant splice enclosure.
- 1.3.7.6 Access Points and Restrictions. Points of interconnection and demarcation between MCIW's facilities and Verizon's facilities will be designated by Verizon. This point(s) will be a direct connection(s) to MCIW's network. Verizon shall have the right to require MCIW to terminate collocation facilities onto a Point of Termination (POT) Bay. MCIW must tag all entrance facilities to indicate ownership. MCIW will not be allowed access to Verizon's DSX line-ups, MDF or any other Verizon facility termination points. Only Verizon employees, agents or contractors will be allowed access to the MDF, DSX, or fiber distribution panel to terminate facilities, test connectivity, run jumpers and/or hot patch in-service circuits.
- 1.3.7.7 Staging Area. For caged and cageless collocation arrangements, MCIW shall have the right to use a designated staging area, a portion of the Verizon Premise and loading areas, if available, on a temporary basis during MCIW's equipment installation work in the collocation space. MCIW is responsible for protecting Verizon's equipment Verizon Premise walls and flooring within the staging area and along the staging route. MCIW will meet all Verizon fire, safety, security and environmental requirements. The temporary staging area will be vacated and delivered to Verizon in an acceptable condition upon completion of the installation work. MCIW may also utilize a staging trailer, which can be located on the exterior premises of Verizon Premise. Verizon may assess MCIW a market value lease rate for the area occupied by the trailer.
- 1.3.7.8 Testing. Upon installation of MCIW's equipment, and with prior notice, Verizon will schedule time to work with MCIW during the turn-up phase of the equipment to ensure proper functionality between MCIW's equipment and the connections to Verizon equipment. The time period for this to occur will correspond to Verizon's maintenance window installation requirements. It is solely the responsibility of MCIW to provide their own monitor and test points, if required, for connection directly to its terminal equipment.
- 1.3.7.9 Interconnection Between Collocated Spaces. Dedicated Transit Service (DTS), which allows for interconnection between MCIW and another CLEC, provides a dedicated electrical or optical path between collocation arrangements (caged, cageless, and virtual) of the same or of two different CLECs within the same Verizon premises, using Verizon



