

SECTION 3

General Terms and Conditions

3.1 Contract Negotiations

For Physical Collocation, an agreement must be entered into between the collocator and BellSouth. This agreement may be a separately negotiated collocation agreement or the adoption of BellSouth's SGAT. To initiate the negotiation process, the collocator submits a Request for Negotiations letter to BellSouth. A sample request letter is included in this Handbook. Contract negotiations may take place concurrently with the Application Inquiry phase described below. **However, an agreement must be executed with BellSouth before the collocator may proceed with a Bona Fide Firm Order for Physical Collocation.**

3.2 Space Availability

BellSouth assigns space for collocation based on space availability on a first come, first served basis. For Virtual Collocation, space is assigned within the BellSouth equipment line-up based on the rack requirements for the equipment installation. Physical Collocation space is assigned based on the customer's request, where space permits. BellSouth will consider in its designation for cageless collocation any unused space within the BellSouth's central office,

3.2.1 Space Notification

BellSouth will respond within ten (10) business days of the receipt of an Application as to the availability or unavailability of space in a particular central office. Should BellSouth determine that there is no available space in the requested central office, BellSouth will provide a letter to the collocator denying the collocation request (Denial of Application). BellSouth will also notify the appropriate state commission of its intent to file a collocation waiver petition. Both the letter to the applicant and the notice to the Commissions will include the central office designation, the reason for the denial and any available information used by BellSouth to determine that there was no space available. (In Georgia, BellSouth will schedule a walkthrough pursuant to the consensus procedures reached in Docket # 10429-U. BellSouth will set forth the date and time of the walkthrough in the denial letter and the notice to the Commission. The walkthrough will be held during the period between the notice of denial and the filing of the waiver petition). If BellSouth determines there is no space within a BellSouth location to accommodate Physical Collocation, BellSouth will refund the Physical Collocation Application Fee. The collocator may request Virtual Collocation, in lieu of Physical Collocation, at the same premises by submitting a Virtual Collocation BSTEF form with the appropriate Application Fee.

3.2.2 Tour of Premises

In the event BellSouth denies a request due to space exhaust, BellSouth will, upon request, conduct a tour of the entire premises in question for the requesting carrier, without charge, within ten (10) days of the receipt of BellSouth's denial of space.

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3.2.3 Petition for Waiver

BellSouth will submit to the state commission, subject to any protective order the state commission may deem necessary, detailed floor plan or diagrams of any premises where BellSouth claims that physical collocation is not practical because of space limitations. In the state of Georgia, the petition will be filed in accordance with the procedures set forth in the Workshop Consensus Document filed with the Georgia Public Service Commission in Docket No. 10429-U.

3.2.4 Public Notification

BellSouth will maintain on its Interconnection website a notification document indicating all central offices that are without space. BellSouth will update this document within ten (10) business days of the date of the first Denial of Application that causes space to become exhausted. At BellSouth's Interconnection website, CLECs may subscribe to an automatic email notification process, which will include, among other notices, a notice that the space exhaust list has been updated. BellSouth will also post a document in its Interconnection website that contains a general notice indicating where space has become available in a Central office previously on the space exhaust list. BellSouth will allocate said available space pursuant to the waiting list referenced in 3.2.5.

3.2.5 Waiting List

BellSouth will maintain a waiting list on a first come, first served basis of requesting carriers who have either received a Denial of Application, or, where it is publicly known that the central office is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available in a particular central office based upon the amount of space that becomes available and the position of telecommunications carriers on said waiting list. Upon request, BellSouth will notify a telecommunications carrier as to its position on the list.

3.2.6 Request for Report

Upon request from a telecommunications carrier, BellSouth will provide a written report specifying the amount of collocation space available at the central office premises requested, the number of collocations present at the central office premises, any modifications in the use of the space since the last report of the central office and the measures BellSouth is taking to make additional space available for collocation arrangements. The request from a telecommunications carrier must be written and must include the central office premises address and Common Language Location Identification (CLLI) code. Such information regarding central office premises and CLLI code is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4. BellSouth will respond to a request for a particular Central office location within ten (10) business days of receipt of such a request. BellSouth will make best efforts to respond in ten (10) business days to such a request when the request includes up to and including five (5) Central office locations within the same state. The response time for requests of more than five (5) must be negotiated between the Parties.

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3.3 Application Process

The application process for collocation is a two-phase process consisting of the Application Inquiry phase and the Bona Fide Firm Order phase. Both phases use BellSouth Expanded Interconnection forms (BSTEI forms).

For the Application Inquiry phase, a collocator must submit a complete and accurate BSTEI-1 Application Inquiry document, with the appropriate Application Fee, for review and planning by BellSouth equipment engineers, space planners and facility planners. A proposed equipment layout, an estimate of the square footage or bay space required and an application fee must accompany each Application Inquiry as indication of a bona fide request. BellSouth will inform the CLEC within ten (10) business days of receipt of an Application whether the Application is denied as a result of space availability and whether the Application is considered Bona Fide, or if it is not Bona Fide, the items necessary to cause the Application to be Bona Fide.

For physical collocation requests, BellSouth will provide a comprehensive written response ("Application Response") within thirty (30) business days of receipt of the complete application and Application Fee. When multiple applications are submitted within a fifteen business day window, BellSouth will respond to the applications as soon as possible, but no later than the following: within thirty (30) business days for applications 1-5; thirty six (36) business days for applications 6-10; within forty two (42) days for applications 11-15. Response intervals for applications in the same state in excess of 15 must be negotiated. For virtual collocation requests, BellSouth will provide an Application Response within twenty (20) business days of receipt of the complete application and Application Fee. When multiple applications are submitted within a fifteen business day window, BellSouth will respond to the applications as soon as possible, but no later than the following: within twenty (20) business days for applications 1-5; within twenty six (26) business days for applications 6-10; within thirty two (32) business days for applications 11-15. Response intervals for applications in the same state in excess of 15 must be negotiated. All negotiations will consider the total volume of all requests from telecommunications companies for collocation. The Application Response will detail whether the amount of space requested is available or, if the amount of space requested is not available, the amount of space that is available. The response will also include the configuration of the space.

As stated above, requesting collocators may begin the Application Inquiry process prior to the execution of Physical Collocation agreement with BellSouth. However, the agreement must be executed prior to proceeding to the Firm Order phase. A collocator may contact their BellSouth Interconnection Services Account Team contact noted in Section 5 of this Handbook for copies of BellSouth's Request for Negotiations, BSTEI forms and BSTEI line by line instructions.

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3.4 Establishment of a Firm Order

Requesting collocators will have 30 days to review BellSouth's written response to the Application Inquiry and submit a Bona Fide Firm Order for each location for which the collocator wishes to proceed. A detailed equipment drawing must accompany the Firm Order request along with the pre-payment of applicable fees in order for the request to be Bona Fide. A Bona Fide firm order requires the collocator to complete the Application/Inquiry Process and submit a BellSouth Expanded Interconnection Bona Fide Firm Order document (BSTEI-1P-F) indicating acceptance of the written application response provided by BellSouth (Bona Fide Firm Order) and all applicable fees. BellSouth no longer requires the resubmission of the Application Inquiry document when placing a firm order.

The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) days after BellSouth's Application Response. If a collocator makes changes to its application following BellSouth's Application Response, BellSouth will be required to reevaluate and respond the change(s). In this event, BellSouth's provisioning interval will not start until the reevaluation and response to the change(s) is complete and the Bona Fide Firm Order is received by BellSouth and all appropriate fees and duties have been executed. If BellSouth needs to reevaluate the collocator's application as a result of changes requested by the collocator to its original application, then BellSouth will charge the collocator a fee based upon the additional engineering hours required to do the reassessment. Major changes, such as requesting additional space or adding additional equipment may require the collocator to resubmit the application with an application fee.

Once the Firm Order is placed, the collocator may negotiate with a BellSouth Certified vendor for the equipment placement. Collocation equipment placement may not begin until BellSouth's space and infrastructure work is complete. This date is identified as the **Space and Infrastructure Complete Date** or **Space Ready Date**. BellSouth may, at its sole discretion, agree to an equipment installation date prior to the completion of its infrastructure work, provided the area is properly secured. For these exceptions, BellSouth will report this date as the **Space Available for Occupancy Date**. In these cases, the collocator must sign a liability waiver before such work may begin.

BellSouth will establish a Firm Order Date, per request, based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of the Bona Fide Firm Order within five business days of receipt indicating that the Bona Fide Firm Order has been received. The acknowledgment will be a **Firm Order Confirmation**, which will indicate the Firm Order Date. BellSouth's provisioning interval will begin on the Firm Order date. As mentioned above, if a collocator makes changes to its original application, BellSouth will be required to reevaluate and respond to the changes. In this event, the Firm Order Date will not be established until the application review, response and customer acceptance of the response, via BellSouth's receipt of the Bona Fide Firm Order, document is completed.

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3.5 Provisioning Intervals

3.5.1 Physical Collocation

Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete Physical Collocation space when construction is under ordinary conditions within ninety (90) business days of receipt of complete and accurate Bona Fide Firm Order document and applicable fees, except where otherwise specified (e.g. negotiated contract terms or PSC decision). Ordinary conditions are defined as central office conditions where space can be made available with only minor changes to network or building infrastructure. Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction of collocation space under extraordinary conditions within one hundred thirty (130) business days of the receipt of a complete and accurate Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; mainframe addition; environmental hazard or hazardous materials abatement.

3.5.2 Virtual Collocation

Utilizing the definitions described above, BellSouth will complete its work for Virtual Collocation under ordinary conditions within fifty (50) business days and under extraordinary conditions within seventy (75) business days. Although not generally required for Virtual Collocation preparation activities, the time interval required to secure any governmental licenses and permits will be excluded from BellSouth's Virtual Collocation Provisioning interval.

3.6 Enclosure Options (Physical Collocation only)

3.6.1 Arrangement Enclosure (Caged Collocation)

A collocator may enclose its equipment and facilities within an arrangement enclosure (e.g. cage) at its option or if required by local building code. The collocator must arrange with a BellSouth certified contractor to construct the collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications and at its sole expense. BellSouth will provide these guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, the collocator and its BellSouth certified contractor must comply with building code requirements. Under certain conditions, the collocator may be permitted to construct power plant facilities. Power equipment installed by the collocator must be enclosed within fire rated walls, which must be constructed in accordance with BellSouth and local building code specifications utilizing a BellSouth certified contractor. The collocator's BellSouth certified contractor is responsible for filing and receiving any and all necessary permits and/or licenses for such construction. The Certified vendor must bill the collocator directly for all work performed for the collocator and

General Terms and Conditions (cont'd)

3.6 Enclosure Options (cont'd)

3.6.1 Arrangement Enclosure (Caged Collocation) (cont'd)

BellSouth will have no liability for nor responsibility to pay such charges imposed by the Certified vendor. The collocator must provide the local BellSouth building contact with two access keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access the collocator's locked enclosure prior to notifying the collocator.

3.6.2 Unenclosed Space (Cageless Collocation)

Except where local building code does not allow cageless collocation, BellSouth allows the placement of equipment and facilities without requiring the construction of a cage or similar structure and without requiring the creation of a separate entrance to the Collocation Space. BellSouth will make cageless (Unenclosed) collocation available in single bay increments. Except where the collocator's equipment requires special technical considerations (e.g. special cable racking, isolated ground plane), BellSouth will assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, the collocator must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and will be responsible for constructing all special technical requirements associated with such equipment. The collocator must select a vendor which has been approved as a BellSouth Certified vendor to perform all engineering and installation work required in the Collocation Space. BellSouth will consider in its designation of cageless collocation any unused space within BellSouth's central office. A collocator designating certain technical requirements may necessitate a specific amount of Unenclosed space (e.g. oversized non-standard bays), given that such designation is adequate to accommodate the requested equipment installation per industry standards. Otherwise, aisle space for wiring and maintenance will be designated to the collocator based on a factor as described in section 4.2.3 following. The minimum requirement for Unenclosed Collocation space is one bay.

3.7 Entrance Facilities

Requesting collocators may place collocator-owned fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in proximity to the premises housing the collocation space, such as an entrance manhole or cable vault. When a private entrance facility is used, the collocator must provide and place a sufficient length of fiber cable at the point of interconnection to be pulled through to a splice location, where the entrance fiber will be spliced to collocator-provided fire retardant riser cable. When non-metallic riser rated fiberoptic cable is used as the entrance facilities as splice is not needed. Alternatively, requesting carriers may splice a new fire-retardant riser into the spare capacity of an existing fiber entrance facility. collocators are not permitted unrestricted access to BellSouth's serving manhole(s) and must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole.

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3.7 Entrance Facilities (cont'd)

BellSouth will provide at least two interconnection points at each central office where there are at least two such interconnection points available and where capacity exists. Upon receipt of an application requesting dual entrance, BellSouth will provide information regarding BellSouth's capacity to accommodate dual entrance facilities. The provision of dual entrance does not guarantee fiber route diversity to serve the collocation arrangement. BellSouth will evaluate its ability to provide for entrance facilities associated with microwave antennae on an individual case basis.

3.8 Equipment

3.8.1 Equipment Type

BellSouth permits the collocation of any type of equipment used or useful for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services. Such equipment used or useful for interconnection and access to unbundled network elements includes, but is not limited to, optical terminating equipment, multiplexers, digital subscriber line access multiplexers, routers, asynchronous transfer mode multiplexers, and remote switching modules. BellSouth is not required to permit collocation of equipment used solely to provide enhanced services; provided, however, that BellSouth may not place any limitations on the ability of requesting carriers to use all the features, functions, and capabilities of equipment collocated pursuant to this section.

3.8.2 Equipment Standards

Equipment placed in collocation space must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards.

3.8.3 Installation of Equipment

The collocator must select an equipment installation vendor who has achieved BellSouth Certified Vendor status to perform all engineering and installation work associated with the equipment collocation arrangement. This ensures that BellSouth's standards for safety and quality are met. The certified vendor(s) are responsible for installing the collocation equipment and components, running power feed(s) to the BellSouth Bus Distribution Fuse Bay (BDFB), installing cabling and terminations at the designated demarcation point, performing operational tests after the equipment installation is completed, and notifying the local BellSouth central office foreman and the collocator upon successful completion of the installation, and acceptance testing. Arrangements must be made such that the collocator is billed directly by the certified vendor for activities associated with the arrangement installation. The collocator and its vendor

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3.8.3 Installation of Equipment (cont'd):

must comply with USTA environmental and safety guidelines for installation and operation of the collocation arrangement. Once acceptance testing is complete, the collocator will notify BellSouth in writing that their equipment is installed, tested and ready for service provisioning. This date is the Installation Complete Date. Without this notification from the collocator, BellSouth may not accept requests to connect service to the collocation arrangement. For Virtual Collocation only, the Certified vendor must supply BellSouth a complete and accurate list of all equipment and facilities installed as part of the arrangement for insurance purposes. This list will become a bona fide attachment to the equipment lease. The lists of certified vendors effective as of the issue date of this Handbook are contained in Section 5. For the most current list, a collocator may contact their BellSouth Interconnection Services Account Team contact noted in Section 5.

3.8.4 Interference or Impairment

Equipment and facilities placed in the collocation space must not interfere with or impair service provided by BellSouth or by any other interconnector located in the central office; must not endanger or damage the facilities of BellSouth or of any other interconnector, the collocation space, or the central office; must not compromise the privacy of any communications carrier in, from, or through the central office; and must not create an unreasonable risk or injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of the collocator violates the requirements provisions of this section, BellSouth will give written notice to the collocator, this notice will direct the collocator to cure the violation within forty eight (48) hours of the collocator's actual receipt of the written notice or, at a minimum, to initiate corrective measures within twenty four (24) hours and to exercise reasonable diligence to complete these measures as soon as possible thereafter. After receipt of the notice, BellSouth and the collocator agree to consult immediately and, if necessary, to inspect the arrangement. If the collocator fails to take corrective action within forty eight (48) hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or interference/impairment of the services provided by BellSouth or any other interconnector, then and only in that event BellSouth may take action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to the collocator's equipment. BellSouth will endeavor, but is not required, to provide notice to the collocator prior to taking such action and will have no liability to collocator for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

3.9 Occupancy of Space

The collocator must complete the collocation equipment installation within 180 calendar days from the Complete Space Ready Date or forfeit the right to use the space. BellSouth may, at its discretion, extend the 180 calendar day interval when best efforts have been demonstrated by the collocator in attempting to complete installation work within the 180 calendar days.

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3.10 Commencement Date

The Commencement Date of an arrangement depends upon the Installation Complete Date and the notification of such date to BellSouth. Upon completion of the collocation equipment installation, the collocator and the collocator's vendor must jointly agree the collocator's equipment is operational and connected to BellSouth's network. This date will be the **Installation Complete Date**. The collocator must notify BellSouth of the Installation Complete Date in writing.

For Physical Collocation, the Commencement Date will be the Installation Complete Date. For Virtual Collocation, BellSouth will prepare the Equipment Lease agreement upon receipt of both the notification of the Installation Complete Date and the complete and accurate "as installed" equipment and facilities list. The Virtual Collocation Commencement Date will be the date the Lease is executed.

3.11 Alarm, Monitoring and Maintenance

The collocator is responsible for the placement and remote monitoring of equipment alarms, environmental alarms, and/or power alarms. BellSouth will place environmental alarms in collocation areas for its own use and protection. Upon request, BellSouth will provide to the collocator dedicated data circuits for use in remote monitoring activities at the tariff rate for the service requested. For Physical Collocation, the collocator or its agent is responsible for the maintenance and repair of the collocated equipment and facilities. For Virtual Collocation, BellSouth assumes the maintenance responsibility for the collocated equipment at the initiation and direction of the collocator.

3.12 Ordering Interconnected Service

Virtual collocators may interconnect to BellSouth's network at the DS3, DS1, 2-wire and 4-wire DS0 cross-connect levels. (A DS0 equivalent is available in Florida only). Interconnection to Physical Collocation is available at the 2-wire or 4-wire, DS1, DS3 or Fiber Optic interface levels on a negotiated basis only. Please ask your BellSouth contact for specific information. Services to be interconnected to a collocation arrangement must be submitted on Access Service Request (ASR) forms or Local Service Request (LSR) forms using industry standards and code sets for accurate and complete requests. For information regarding the ASR ordering process and field definitions, please reference the Access Service Ordering Guide, Bellcore's Special Reports SR STS-471001 and 471004. For information regarding the LSR ordering process and field definitions, please reference BellSouth's Local Interconnection and Facility Based Ordering Guide.

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3.13 Assignment of Facilities

BellSouth assigns and pre-wires interconnection facilities from within its network to the collocation demarcation point. These facilities will be named as TIE cables or cable and pair. Physical Collocation interconnection facilities are built between the BellSouth frame, DSX or LGX and the point of demarcation. The interconnection facilities for Virtual Collocation are built between the BellSouth frame, DSX or LGX and the collocator's equipment. BellSouth provides the facility interconnection information on the Design Layout Record (DLR) for DS1 and DS3 interconnection and on the Cable and Pair Assignment Matrix for 2-wire and 4-wire (DS0) and fiber optic interconnection. The customer must specify interconnection facility information as a Circuit Facility Assignment (CFA) or cable and pair/channel assignment, respectively, on the Access Service Request or Local Service Request when ordering cross-connects to unbundled network elements or tariffed services.

3.14 Combining UNEs via Collocation

When a collocator orders unbundled network elements (UNEs) in order to recombine them within the collocation space, the facility designation described in the previous section must be used to facilitate this combination. An example of how a collocator might combine individual unbundled network elements is the combination of an unbundled loop and an unbundled switch port. BellSouth will wire each UNE to the cable and pair or TIE pair designated by the collocator on the UNE order. Both the loop and the switch port are terminated on the Distributing Frame within the BellSouth central office. Upon request of the collocator, BellSouth will wire the loop to the cable and pair facility designation indicated on the unbundled loop order. BellSouth will also wire the unbundled switch port to the cable and pair facility designation indicated on the unbundled switch port order.

For Physical Collocation, BellSouth's wiring of the UNEs to the cable and pair interconnection facilities designated by the collocator correlates to a pre-designated position(s) at the point of demarcation. The collocator may complete the combination via connections within their collocated equipment either manually or electronically.

To facilitate combinations in Virtual Collocation, the collocator may employ one of several options which may include, but is not limited to: pre-wired terminations on their transmission equipment, electronic digital cross-connects or other means of performing cross-connects remotely, or connections on a per request basis. An example of using pre-wired terminations might include the collocator arranging the pre-wiring of "position 100" to "position 200", "position 101" to "position 201" and etc. Should the collocator wish to combine two elements, such as combining an unbundled loop with an unbundled switch port, the collocator would specify the BellSouth cable and pair assignment correlating to slot 100 on the unbundled loop order and would specify the BellSouth cable and pair assignment correlating to slot 200 for the unbundled switch port. With slot 100 and slot 200 being pre-connected by the Certified vendor, the elements are automatically combined once BellSouth completes its connection of each of the elements to the designated interconnection facility cable and pair assignments.

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3.15 Access to BellSouth Central offices

Access to Virtual Collocation is permitted for BellSouth employees and certified vendors. Virtual collocators are permitted to view the completed installation for inspection only as referenced in the preceding paragraphs. Access to Physical Collocation is permitted for authorized collocator employees, authorized collocator's agents, BellSouth certified vendors, and BellSouth employees twenty four hours a day, seven days a week. All physical collocators are required to provide their employees and authorized agents a picture identification. This identification must have the employee name and company name clearly printed and must be visible at all times while the individual is inside a BellSouth facility. In addition, collocators must comply with all requirements in Section 3.18 "Liability and Security Requirements".

3.16 Conversion of VEIS to Physical Collocation

Collocators who have existing VEIS arrangements may convert these arrangements to Physical Collocation provided the terms and conditions for Physical Collocation are met. The collocator will be responsible for the issuance of service order requests and the payment of fees associated with Physical Collocation, rearrangement of existing services and vendor costs for the relocation/removal of the virtual collocation equipment.

3.17 Inspections

BellSouth will conduct an inspection of the collocator's equipment and facilities between the time of the initial turn over of the space and the activation of cross-connect elements. Subsequent inspections may occur with equipment additions or on a predetermined interval basis. For such inspections, BellSouth will provide a minimum of 48 hours advance notification. BellSouth reserves the right to conduct inspections without prior notification to ensure compliance with the terms and conditions of the tariff or agreement. Collocator personnel have the right to be present for inspections.

A collocator may inspect their Virtual Collocation arrangement upon completion of the arrangement installation. A security escort is required for these inspections. Additional inspections must be coordinated with BellSouth and also require a security escort. Only collocators or their certified vendors are permitted for such inspections. Collocators may not use their inspection privilege to work on, test, or modify their virtual equipment installation. Equipment installation, upgrades or testing must be performed by a Certified vendor following BellSouth's receipt of a written application requesting such work.

3.18 Liability & Security Requirements

The collocator is responsible and accountable for the actions of their employees their Guests (as defined in Section 2 of this document) and their agents. The collocator will be required to pay damages to BST for damage to BST property, equipment or facilities as a result of the actions or behaviors of either the collocator employees or their agents.

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3.18.1 Background Checks and Security Training for Collocator Employees

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In order to provide reasonable security measures, BellSouth requires all collocator employees to undergo the same level of security training, or its equivalent, that BellSouth's own employees, or third party contractors providing similar functions, must undergo. Only BellSouth employees, authorized Guests, (as defined in Section 2 of this document), or authorized agents of the collocator will be permitted in the BellSouth central office. Each collocator must provide its employees with picture identification, which must be worn and visible at all times in the collocation space or other areas in and around the central office. The Photo Identification card must bear, at a minimum, the employee's name and photo, and the collocator company name. BellSouth reserves the right to remove from its premises any employee of a collocator not possessing identification issued by the collocator. Collocators must hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. The collocator will be solely responsible for ensuring that any Guest(s) of the collocator is in compliance with this section.

3.18.2 Criminal Investigation

Collocators will be required, at their own expense, to conduct an investigation of criminal history records for each collocator employee being considered for work within or upon a BellSouth premises, for the states/counties where the collocator employee has worked and lived for the past five years. A statewide inquiry is preferred. Where the law does not permit statewide collection or reporting, a check of the applicable counties is acceptable.

Collocators will not be permitted to assign to BellSouth premises any personnel with records of felony criminal convictions. Collocators may not assign to BellSouth premises any personnel with records of misdemeanor convictions without first advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any collocator personnel who have been identified to have misdemeanor criminal convictions. For each collocator employee requiring access to a BellSouth central office, the collocator must furnish BellSouth an affidavit certifying that the aforementioned background check was completed. The affidavit will contain a statement certifying that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, the collocator will disclose the nature of the convictions to BellSouth at that time.

At BellSouth's request, collocators must promptly remove from BellSouth's premises any employee, Guest or agent of the collocator to whom BellSouth does not wish to grant access to its premises pursuant to any investigation conducted by BellSouth.

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3.18 Liability & Security Requirements (cont'd)

3.18.3 Security Training

Collocators are required to administer to their personnel, Guests and agents assigned to BellSouth premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.

3.18.4 Notification to BellSouth

The collocator and its contractors must cooperate fully with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by or involving collocator's employees, agents, or contractors. As part of such investigation, BellSouth reserves the right to interview a collocator's employees, Guests, agents, or contractors. Additionally, BellSouth reserves the right to bill the collocator for all costs associated with investigations involving its employees, Guests, agents, or contractors if it can reasonably be established that the collocator's employees, Guests, agents, or contractors are responsible for the alleged act. BellSouth will bill the collocator for BellSouth property which is stolen or damaged where an investigation determines the culpability of the collocator's employees, Guests, agents, or contractors. The collocator must notify BellSouth in writing immediately in the event that the collocator discovers one of its employees already working on the BellSouth premises is a possible security risk to BellSouth or any other collocator, or has violated BellSouth policies set forth in the BellSouth CLEC Security Training. The collocator must hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

3.18.5 Use of BellSouth Supplies by collocator employees

Use of any BellSouth supplies by a collocator employee, whether or not used routinely to provide telephone service, will be considered theft and will be handled accordingly. Costs associated with such unauthorized use of BellSouth property may be charged to the collocator, as may be all associated investigative costs. At BellSouth's request, collocator must promptly and permanently remove from BellSouth's premises any employee of the collocator found to have violated this restriction.

3.18.6 Use of Official Lines by collocator employees

Except for local calls necessary in the performance of their work, collocator employees must not use the telephones on BellSouth premises. Charges for unauthorized telephone calls made by a collocator's employee may be charged to the collocator as may be all investigative costs. At BellSouth's request, collocator must promptly and permanently remove from BellSouth's premises any employee of the collocator found to have violated this rule.

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3.18.7 Accountability

Full compliance with the security requirements enumerated in this handbook will in no way limit the accountability of any collocator for the improper action of its employees.

3.19 Insurance Requirements

For Physical Collocation, BellSouth requires the following coverage: (1) \$10 million in commercial general liability insurance or a combination of commercial general liability and excess umbrella coverage totaling \$10 million; (2) workers compensation coverage/employers liability coverage with limits not less than \$100,000 each accident; (3) \$100,00 each employee by disease, \$500,000 policy limit by disease. BellSouth will review requests for self-insurance on a case by case basis.

Insurance coverage for Physical Collocation must be in effect on or before the date work commences or equipment is delivered, whichever is sooner, and must remain in effect until departure of all collocator personnel and property from the central office. Insurance for Virtual Collocation is the responsibility of BellSouth per the arrangement lease agreement. Virtual collocators must submit annually to BellSouth an updated list of facilities and equipment contained in their Virtual Collocation arrangement to assist BellSouth in ensuring adequate insurance coverage is in place should a disaster occur.

3.20 Subsequent Activity

Should a collocator require subsequent activity to its collocation space, whether for itself or its Guest(s), the collocator must submit an Application and the appropriate Application Fee to BellSouth to evaluate the impact on support mechanisms or space. Subsequent activity may include, but not be limited to: additional equipment placement, additional square footage build-out, additional cross-connects, equipment rearrangement or equipment exchange.

3.21 Recovery of Extraneous Expenses

Should BellSouth discover that unexpected major renovation or upgrade will be required in order to facilitate physical collocation, BST will share the costs of these expenses among collocators benefiting from such work based on the number of square feet being requested. Major renovation may include, but not be limited to, ground plane addition, asbestos abatement, mechanical upgrade, major HVAC upgrade, separate egress, ADA compliance.

General Terms and Conditions (cont'd)

3.22 Cancellation of a Request In Progress

If, at any time, a telecommunications carrier cancels its order for the Collocation Space(s), the telecommunications carrier will reimburse BellSouth for any expenses incurred up to the date that written notice of the cancellation is received. In no event will the level of reimbursement under this paragraph exceed the maximum amount the telecommunications carrier would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

3.23 Disconnection/Relocation of an In-Service Arrangement

When a collocation arrangement is disconnected or relocated, the collocator must contract directly with its selected BellSouth Certified vendor to remove/relocate all equipment and facilities associated with the decommissioned arrangement at the expense of the collocator. In this event, the collocator must relinquish the Collocation Space to BellSouth in the same condition as when first occupied except for ordinary wear and tear. The collocator is responsible for the cost of removing any enclosure, including an Adjacent Arrangement structure, together with all support structures (e.g. racking, conduits), at the termination of occupancy and restoring the space or grounds to their original condition.

3.24 Special Reports

BellSouth will negotiate with requesting parties for the development of administrative reports, based on the availability of the data being requested. A fee structure will be based on the complexity of the request and resources required to produce the report(s). BellSouth will provide Space Availability Reports pursuant to Section 3.2.6.

SECTION 4

Rate Components

4.1 Virtual Collocation

The rate element components of Virtual Collocation are contained in BellSouth's FCC #1 tariff, Section 20 and in the Florida Dedicated Services tariff, Section 20. Please refer to these references for the application of charges for Virtual Collocation.

4.2 Physical Collocation

Physical Collocation offers a menu-style ordering provision so you may select only the items required for your individual arrangement(s). Some components are required for all physical collocation arrangements as indicated by an (R) designation next to the item in the descriptions following.

4.2.1 Application Fee (R)

The application fee is required for each application to cover the engineering and administrative expense associated with assessing the Application Inquiry request. This fee is a one time charge per location, per request and must accompany the Application Inquiry document before BellSouth will begin assessing the request. A subsequent request by the same customer in the same premises will be treated as "new" if the initial collocation installation design work is completed and work has commenced. An Application fee will apply if BellSouth must expend capital to accommodate the request.

4.2.2 Subsequent Application Fee

A Subsequent Application fee may apply in lieu of the Application fee when subsequent requests for Physical Collocation by the same customer in the same premises do not require BellSouth to expend capital and the collocator has this option negotiated as part of their collocation agreement with BellSouth. A Subsequent Application fee may apply for items including, but not limited to: exchange of existing equipment, adding equipment, addition of cross-connections (including BellSouth's "side" of the demarcation point), addition of equipment racking.

4.2.3 Floor Space (R)

The floor space charges include reasonable charges for lighting, heat, air conditioning, ventilation (except for adjacent structures) and other allocated expenses associated with maintenance of the Central office but does not include amperage necessary to power the collocator's equipment.

Rate Components (cont'd)

4.2.3 Floor Space (R) (cont'd)

4.2.3.1 Caged Collocation: When the Collocation Space is enclosed by walls or other divider, the collocator will pay floor space charges based upon the number of square feet so enclosed.

4.2.3.2 Cageless Collocation: When the Collocation Space is not enclosed, the collocator will pay floor space charges based upon the [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 wiring aisle depth)] X (width of rack and spacers). Floor space charges are due beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date the collocator first occupies the Collocation Space, whichever is sooner. Should the customer request a specified amount of non-enclosed space due to special technical considerations, floor space charges will be assessed based upon the number of square feet requested, provided such space is adequate to accommodate the requested equipment layout and industry standard forward and rear aisle space. BellSouth requires an enclosure if a collocator places power equipment or requires a desk or terminal stand.

4.2.4 Power (R)

Except for Adjacent Arrangements, BellSouth provides -48DC power to collocation arrangements within the central office. Charges for -48V DC power are assessed per ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B), cable rack to the collocated equipment or equipment arrangement enclosure, and emergency back-up power. Fuses and power feed cables (A&B) must be engineered (sized), furnished and installed by a BellSouth certified vendor. A collocator may have breaker positions installed within their Physical Collocation space. The Interconnector's certified vendor must provide a copy of the engineering power specification prior to the Commencement Date.

For Adjacent Arrangements, BellSouth will provide an AC power source upon request from the collocator. Charges for AC power will be assessed per breaker ampere per month based upon the certified vendor engineered and installed power feed fused capacity. Rates include the provision of commercial and stand-by AC power.

When a collocator requests collocation of equipment that requires BellSouth to construct an addition and/or an upgrade to the power plant in a specific central office, these additions and/or upgrades will be part of the Space Preparation charge. Under limited circumstances, the collocator has the option of accepting responsibility for construction of such upgrades or additions per BellSouth specifications and assuming all costs associated with the construction. Power equipment placed by the collocator must be enclosed within fire rated walls.

Rate Components (cont'd)

4.2.5 Cross-Connect (R)

This element provides the one-for-one interconnection to Unbundled Network Elements (i.e. 2-wire or 4-wire unbundled loop, unbundled ports) or BellSouth's tariffed service offerings (i.e. DS0, DS1 or DS3 services). Cross Connects are flat rated, non-distance sensitive elements and will be assessed a non-recurring and recurring charge.

4.2.6 POT Bay

When a Point of Termination (POT) bay or frame supplied by BellSouth for demarcation is utilized with physical collocation, a recurring monthly charge applies on a per cross-connect basis. There is no non-recurring charge for this element. Effective June 1, 1999 BellSouth no longer utilizes a POT Bay as a demarcation point.

4.2.7 Cable Installation

The cable installation charge applies only to collocators who install private entrance facilities to their collocation arrangement. This is a one time (non-recurring) charge per cable installed to arrange the punch through to the manhole, pull fiber cable length from the serving manhole to the Central office cable vault, perform splicing to collocator's connectorized fire retardant riser, and pull cable length through cable support structure to the collocation arrangement location.

4.2.8 Cable Support Structure

The component covers the use and maintenance of the Central office duct, riser and overhead racking structure when the collocator elects to provide private fiber entrance facility to their equipment.

4.2.9 Space Preparation Fee

This one time fee applies for physical collocation only, per arrangement, per location and covers the survey, engineering, design, and building / support system modifications for the shared physical collocation area within a central office plus additional "make ready work" specific to the collocator which is not included in the enclosure construction fee. Except in Georgia where the Commission has set a standard rate per square foot, BellSouth will assess standard space preparation charges for mechanical (HVAC), security access systems and project management. All other fees will be pro-rated among all collocators at a given central office based on the actual preparation costs and the number of square feet requested per collocator. In states other than Georgia, this charge may vary dependent on the location and type of arrangement requested.

BellSouth will provide the collocator an estimate of construction costs in writing as part of the Application Response. For arrangements in Georgia, the charge will be calculated by multiplying the amount of enclosed or non-enclosed space designated to the collocator by the

Rate Components (cont.)

4.2.9 Space Preparation Fee (cont'd)

per square foot fee set by the Georgia Commission. As designated in the Application Response, a portion of the estimated Space Preparation charge must be paid prior to BellSouth beginning construction work.

Under the limited circumstances where the collocator elects to directly arrange the necessary construction of DC power plant capacity, the construction of the power equipment enclosure must be directly arranged with a BellSouth certified contractor. Such enclosure, will become the property of BellSouth upon termination of the collocation arrangement.

4.2.10 Enclosure Construction Fee

BellSouth no longer offers the construction of enclosures for Physical Collocation. This rate element applies only to equipment arrangement enclosures constructed by BellSouth for requests received prior to June 1, 1999.

4.2.11 Additional Engineering

BellSouth's engineering and other labor time associated with establishing the equipment arrangement and establishing tie cables will be billed as additional engineering. This charge will also apply for modifications to an application in progress which result in architectural, design or engineering changes.

4.2.12 Security Escort

A security escort is required for all equipment inspections under VEIS. A security escort may be required at no cost to the collocator for physical collocation if the collocator or their agent must traverse a restricted area in order to access their collocation space.

4.2.13 Reports

Collocators who request administrative reports will be assessed a report fee on an individual case basis.

SECTION 5

Contacts

Physical Collocation contract negotiation:

<u>Contact Name</u>	<u>Telephone</u>
Jerry Hendrix	404 927-7503

New accounts or accounts that have not been assigned a Collocation Coordinator:
 Call 1-888-560-CLEC (2532) for assistance

Competitive Local Exchange Companies (CLEC) or Competitive Access Providers (CAP):

<u>Contact Name</u>	<u>Account</u>	<u>Telephone</u>	<u>Fax Number</u>
Brenda Burkholder	AT&T	770-492-7574	770-492-9412
Connie Butrill	Wireless	770-454-2983	205-454-2907
Debbie Evans	ACS*	205-321-7737	205-321-7790
Valerie Gray	AT&T	770-492-7563	770-492-9412
Barbara Hunter	CIS	205-321-4933	205-321-5058
Ruby Neely	SprintMetro	205-321-4621	205-321-4637
Nancy Nelson	CIS*	205-321-4986	205-321-5058
Kim Reid	CIS	205-321-4980	205-321-5058
Linda Walker	BSLD	770-592-4352	770-592-3453
Fran Wilemon	MCI/Worldcom	770-492-7541	770-621-0632
Cindy Woolsey	ACS*	205-321-7177	205-321-7790
Charlie Wright	CIS	205-321-4978	205-321-5058

*CIS = collocator Interconnection Sales

*ACS = Access Customer Sales

Accounts not listed:

Please contact your BellSouth Account Team Representative,
 or call 1-888-560-CLEC (2532) for assistance.

To obtain a copy of BellSouth's current Application / Inquiry document:

**Contact your Account Representative
 or
 Visit BellSouth's Interconnect website at:
www.interconnection.bellsouth.com**

Example
BellSouth Certified Transmission Vendor List
Engineering and Installation of Collocation Arrangements

<u>Vendor</u>	<u>Contact</u>	<u>Phone</u>
ADC Communications	Ken Reeves Doug Guildry	800-223-9773 318-684-2860
ADC Da Tel	Basem Anshasi	205-655-9898
Alcatel	Ed Boatwright Alex Baber	770-270-8335 800-869-4869
E F & I Services Co.	Reed Tillis	904-355-7930
Fujitsu Network Communications, Inc.	J. Quinta Evans	770-246-4102
<i>* Certified - Collocation (OEM) Fujitsu Equipment Only</i>		
Lucent Technologies, Inc.	(SC) Adrian Dye (MS) Larry Montgomery (GA) Mike Chancey (NFL) Wayne Stricklen (NC) Abe Jenkins (NC) (AL) Marc Haze (S/SEFL) Charles Barrett	803-926-5213 601-949-8277 404-573-6521 407-636-1421 704-529-0693 910-299-0326 334-265-1291 561-837-9649
Mintel	Bill Quinn	770-923-0304
Nortel	Joe Salazar	972-685-7587
<i>* Field Trial - Collocation (OEM) Physical Collocation only</i>		
Quality Telecommunications, Inc.	Jerry Miller	770-953-1410
Rapid Response Comm.	Ted Pellaux	423-546-2886
Reltec Services	Woody Bell	770-449-0840
Six "R" Comm., Inc.	Ken Koontz or Dick Phillips	704-289-5522
Tele-Tech Company	Rod Trawick	770-389-3043
Telpro Technologies, Inc.	Robert West, Jr.	404-629-1093
Trans Global Comm.	Dale White	407-290-1453
Volt Information Science	George Maquieira	908-245-0100
W. E. Tech, Inc.	Wes Evans	954-587-6996

Note:

The certification status of any listed vendor is subject to change monthly, therefore please ensure you have current information by contacting your BellSouth Collocation Coordinator. @This indicates a Certified vendor is temporarily unavailable for collocation selection.

**Example
BellSouth Certified Switch Vendors
Engineering and Installation for Physical Collocation**

<u>Vendor</u>	<u>Contact</u>	<u>Phone</u>
DSC Corporation (STP)	John Mastoras	214-491-1870
Ericsson(STP)	Karen A Caulk	972-583-5158
Fujitsu Network Communications, Inc. *Certified – Collocation (OEM) Broadband	J. Quinta Evans	770-246-4102
Lucent Technologies, Inc.	(SC) Adrian Dye	803-926-5213
	(MS) Larry Montgomery	601-949-8277
	(GA) Mike Chancey	404-573-6521
	(NFL) Wayne Stricklen	407-636-1421
	(NC) Abe Jenkins	704-529-0693
	(NC)	910-299-0326
	(AL) Marc Haze	334-265-1291
(S/SEFL) Charles Barrett	561-837-9649	
	(LA, TN, KY) Unknown	Use a number above
Nortel	Margaret Skeen	770-661-4303
Siemens Stromberg – Carlson	Manfred Schmidtk Installation	407-942-5665
	Karl Hoskins Engineering	561-955-8621

Note:

The certification status of any listed vendor is subject to change monthly, therefore please ensure you have current information by contacting your BellSouth Collocation Coordinator. @This indicates a Certified vendor is temporarily unavailable for collocation selection.

**Example
BellSouth Certified Power Vendors
Engineering and Installation for Physical Collocation**

Note: Installation of Power equipment requires special BellSouth conditions and approval.

<u>Vendor</u>	<u>Contact</u>	<u>Phone</u>
Charles E. Singleton	Sam Wetzel	305-960-0158
Reltec Services	Bob Dietz	216-353-2070
Six R Communications	Ken Kootnz	704-535-7607
Lucent Technologies, Inc.	(SC) Adrian Dye (MS) Larry Montgomery (GA) Mike Chancey (NFL) Wayne Stricklen (NC) Abe Jenkins (NC) (AL) Marc Haze (S/SEFL) Charles Barrett	803-926-5213 601-949-8277 404-573-6521 407-636-1421 704-529-0693 910-299-0326 334-265-1291 561-837-9649

Note:

The certification status of any listed vendor is subject to change monthly, therefore please ensure you have current information by contacting your BellSouth Collocation Coordinator. @This indicates a Certified vendor is temporarily unavailable for collocation selection.

SECTION 6

Exhibits

Example Letter: Request for Negotiations

(Date)

Mr. Jerry Hendrix
Senior Director - Marketing Interconnection Services
BellSouth Telecommunications, Inc.
675 W. Peachtree Street, N.E.
Room 34S91
Atlanta, Georgia 30375

Dear Mr. Hendrix:

(Company name) hereby requests to begin the negotiations process to reach a mutually acceptable Physical Collocation Agreement with BellSouth Telecommunications, Inc. in the state(s) of _____.

Please contact **(name of your contact)** at your earliest convenience to establish the appropriate company contacts and the desired procedural schedule necessary to implement the negotiation process.

Sincerely,

Contact Name and Title
Company Name and Address
Contact Phone Number, Fax Number

Exhibits

Virtual Collocation Example Schematic

This schematic shows the placement of the Virtual Collocation equipment within the BellSouth line-up. The interconnection point between the collocator's equipment arrangement and BellSouth's network occurs at the frame (TMDF) or DSX (DSX1 or DSX3), depending on the service being interconnected. The "local channel" is shown as an example of the type of connection which can be made between a collocation arrangement and BellSouth's network but does not constitute the only option for such interconnection.

