

# McLeodUSA and SBC Negotiations Status Matrix

Updated: 9-14-01

## Appendix: PHYSICAL COLLOCATION

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
1	2.2	a) In the 2nd sentence, insert "for physical collocation" between "...only permitted when space" and "is legitimately exhausted inside the..."		b) OK with changes.	Closed 1/30/01
2	Insert following paragraph 2.3 SBC proposed language 1/30/01	c) Unable to locate the criterion within the CLEC Handbook. How do we find it? Can SBC provide a specific site? (4/23/01) e) MCLD was unable to find the vendor approval criterion on SBC's website. (6/21/01) g) MCLD anticipates this will be soon. It is okay to close this issue with the language originally proposed by SBC in 'a'. (7/6/01)		a) Insert a definition for "Approved Vendor": <b>Paragraph reads:</b> ""Approved Vendor" is a vendor who is qualified by SBC-13STATE for installation, and/or removal of central office equipment, which is administered by SBC Procurement on a state by state basis." b) The qualifications are listed in CLEC Handbook. (3/30/01) d) The criterion are located in the Tech Pub 'TP76300MP', which is located in the Collocation Handbook, under the option by state. (5/30/01) f) SBC has discovered that there is not any information on the website. SBC has not established a criterion necessary for a CLEC to qualify as a Vendor, so CLEC's will have to use the SBC approved Vendor from the list on the website. SBC will be setting this up and will notify CLECs when it is available on the website. (7/6/01)	Closed 7/6/01
3	2.10	a) Delete "with the Utility or"; and add to the end of the sentence, "or both"		b) OK	Closed 1/30/01
3a	Insert following paragraph 2.10	a) Insert definition of "Day" means Calendar day unless noted otherwise. (based on definition from 47 CFR, Part 51.5)		b) OK - but SBC will need to review the section to verify that business and other notations are consistent with the new definition.	Closed 3/30/01

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	MCLD proposed language 2/6/01	Paragraph shd read, "Day. Day means calendar day within the Collocation section unless specifically stated otherwise."		c) OK with definition (3/30/01)	
4	2.12 a	a) In the 1st sentence, replace "CLEC or Requesting Carrier" with "ILEC";		b) OK	Closed 1/30/01
5	2.12 b  Issues # 7, 13, 15, 17, and Del.Int 113 are the same  MCLD response (5/21/01)	a) Replace "be provided the collocated space or Dedicated Collocation Space in SBC-Ameritech" with "turn over the completed functional collocation space in accordance with the requesting carrier's application"  d) MCLD to reviewing the term 'functional' within the definition. (3/30/01) <i>Same as Issue # 7, 13, 15, 17, and Del.Int 113.</i>  e) A turned over space must comply with our application and be functional. The FCC Collocation Order states, "To complete provisioning of a collocation arrangement, an incumbent LEC must finish construction in accordance with the requesting carrier's application and turn functional space over to the requesting carrier." (FCC 00-297, # 30, released Aug. 10, 2000.) (5/21/01)  g) MCLD feels that 'functional' is subsumed in the language of the Order, and will reluctantly agree to leaving the term 'functional' out in this instance. (5/30/01)		b) OK  c) SBC reopens issue on 3/30/01  f) SBC stands firm that they do not want functional in the language. It is not necessary in light of the order. (5/30/01)	Closed 5/30/01

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Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
6	2.13	a) Replace "(1) a SBC-13STATE central office, serving...public rights-of-way" with "identical to the definition of "Premises" adopted by the FCC at 47 CFR § 51.5, as amended by the FCC in FCC00-297		b) OK	Closed 1/30/01
7	Insert following paragraph 2.15  MCLD response (5/21/01)	a) Insert a definition for "Functional" ( <i>Same issue as #5</i> )  <b>Paragraph shd read, "Functional space means space ready to perform all functions as set forth in requesting carriers collocation application." (2/15/01)</b>  c) <i>Same as issue #5</i> d) The request for the definition originally came from SBC. MCLD does not have a need to define the term. (5/21/01) f) MCLD is Okay with leaving the definition for the term 'functional' out. (5/30/01)		b) SBC does not want this definition of functional, and does not want 'functional to be a defined term. This definition implies functional as dependent on CLEC's acceptance of space according to application. (3/30/01)  e) SBC stands firm that they do not want a definition for 'functional' in the agreement. (5/30/01)	Closed 5/30/01
8	Section 3	b) OK with concept of replacement, though each paragraph is under separate review. (See Issue #9 - 19 on matrix). Also, this replacement eliminates the issues #20 - 40 on the matrix since those paragraphs are no longer being considered.		a) SBC deletes all paragraphs (3.1 - 3.9.1) under Section 3, Purpose and Scope of Agreement and replaces with paragraphs 3.1 - 3.2.3.	Closed 1/30/01

# McLeodUSA and SBC Negotiations Status Matrix

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## Appendix: PHYSICAL COLLOCATION

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
9	3.1	b) Add to the end of the Paragraph, "In the event the FCC amends its collocation rules, the Parties agree to negotiate in good faith amendments to the collocation requirements, which negotiations must be completed within thirty (30) days of the effective date of any such amendments. The Parties further agree to implement any such modifications to the agreement expeditiously by filing the necessary amendments to the agreement and requesting expedited approval by the appropriate state agency."  d) OK		a) SBC replaces 3.1 with, "The purpose of this Appendix is to set forth the terms and conditions, including pricing, in which SBC-13STATE will provide Physical Collocation to Collocator."  c) OK	Closed 1/30/01
10	3.2	b) OK		a) SBC replaces 3.2 with, "Preparation Prior to Regulatory Approval"	Closed 1/30/01
11	3.2.1	b) Add to the end of the 1st sentence, "of this Interconnection Agreement"		a) SBC replaces 3.2.1 with, "Upon the written request of Collocator, SBC-13STATE shall consider an application for collocation space submitted prior to receiving the approval. Upon such an election, this Appendix shall become effective but only insofar as to be applicable to the consideration of an application for collocation space. In the event that the Appendix does not become fully effective as contemplated by this Section, Collocator shall not be entitled to any refund or return of any such payments beyond any portion of the charges paid but not attributable to costs incurred by SBC-13STATE. To the extent that SBC-13STATE has incurred preparation costs not included within any payment made by Collocator, Collocator shall pay those costs within thirty (30) calendar days of notice by SBC-13STATE."	Closed 1/30/01



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Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
14	3.2.2.1 b	<p>a) Insert "that has been accepted by Collocator" before "is turned over" at the end of the paragraph. (<i>Same as Issue 16</i>)</p> <p>c) SBC's proposed language does not address our concern as to whether the space is acceptable to us before incurring recurring charges. It does not allow us an opportunity to accept the space. (5/30/01)</p> <p>e) Section 5 addresses the situation when there is 'not space available for collocation' - not if the space is not acceptable at the time of turnover. Also, there is no reference any where in the agreement to the 5 day interval that allows CLEC to respond if the space is not acceptable. Nor is there any reference that SBC will refrain from beginning the recurring charges if the CLEC does not accept the turn over space or disputes whether it is in compliance with our application. (5/30/01)</p> <p>g) MCLD's issue is with the process if MCLD does not accept the space because work is still needed by SBC. Does SBC actually do the build out? (6/21/01)</p> <p>i) SBC needs to propose language regarding the 5 day period which MCLD can respond if the space is not acceptable, and delay the billing 'til it is acceptable. (7/6/01)</p> <p>k) MCLD will review language and determine where it would best fit. (7/12/01)</p>		<p>b) SBC proposes, "Monthly recurring charges will commence when space is tuned over, as per the CLEC's completed and approved collocation application." (3/30/01)</p> <p>d) SBC does not begin billing the recurring charges until 5 days after the space is turned over. CLEC can challenge whether the space is acceptable in that 5 days and billing will be stopped until the issue is resolved. The process is covered in Section 5 of this appendix. (5/30/01)</p> <p>f) If CLEC is using a vendor to do the work, there is nothing for CLEC to approve through SBC. CLEC would accept the space from the vendor. (6/21/01)</p> <p>h) SBC does not build-out. SBC provides cable racking, infrastructure like power and then tape-off the floor. (7/6/01)</p> <p>j) SBC references "Testing and Acceptance" language, paragraphs 11.1 - 11.5.</p>	Closed 8/8/01

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	MCLD proposed language (8/7/01)	<p>l) MCLD proposes adding to the end of the paragraph, "and accepted by Collocator in accordance with section 3.3 of this appendix.";</p> <p>MCLD accepts the "Testing and Acceptance" language that SBC proposed as numbered paragraphs 3.3 - 3.3.5 with some additional language: Add to the end of the paragraph 3.3.1 a sentence which reads, "Monthly recurring charges shall not commence until SBC-13STATE had made their corrections and Collocatoer has completed a follow-up acceptance walk through." (8/7/01)</p>		m) SBC agrees to MCLD's proposed changes in in 'l'. (8/8/01)	
15	3.2.2.2 a	<p>b) Insert "functional" before "space"</p> <p>e) <i>Same as Issue #5</i></p>		<p>a) SBC replaces 3.2.2.2 with, "If the Collocator has not received their State Certification prior to completion of the build-out, SBC-13STATE will not process service orders for interconnection or access to UNEs. However, the requested space will be turned over to the Collocator if the final non-recurring costs have been received. Monthly recurring charges will commence when space is turned over."</p> <p>c) OK (1/30/01)</p> <p>d) SBC reopened issue 3/30/01. Does not want to insert the word "functional" (3/30/01)</p>	<b>Closed</b> <b>5/30/01</b>

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		<p>f) A turned over space must comply with our application and be functional. The FCC Collocation Order states, "To complete provisioning of a collocation arrangement, an incumbent LEC must finish construction in accordance with the requesting carrier's application and turn functional space over to the requesting carrier." (FCC 00-297, # 30, released Aug. 10, 2000.) (5/21/01)</p> <p>h) MCLD feels that 'functional' is subsumed in the language of the Order, and will reluctantly agree to leaving the term 'functional' out in this instance. (5/30/01)</p>		<p>g) SBC stands firm that they do not want functional in the language. It is not necessary in light of the order. (5/30/01)</p>	
<b>16</b>	3.2.2.2 b	<p>a) Insert "that has been accepted by Collocator" before "is turned over" at the end of the paragraph. (<i>Same as Issue 14</i>)</p> <p>c) SBC's proposed language does not address our concern as to whether the space is acceptable to us before incurring recurring charges. It does not allow us an opportunity to accept the space. (5/30/01)</p>		<p>b) b) SBC proposes, "<a href="#">Monthly recurring charges will commence when space is tuned over, as per the CLEC's completed and approved collocation application.</a>" (3/30/01)</p> <p>d) SBC does not begin billing the recurring charges until 5 days after the space is turned over. CLEC can challenge whether the space is acceptable in that 5 days and billing will be stopped until the issue is resolved. The process is covered in Section 5 of this appendix. (5/30/01)</p>	<b>Closed 8/8/01</b>

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	<p>MCLD proposed language (8/7/01)</p>	<p>e) Section 5 addresses the situation when there is 'not space available for collocation' - not if the space is not acceptable at the time of turnover. Also, there is no reference any where in the agreement to the 5 day interval that allows CLEC to respond if the space is not acceptable. Nor is there any reference that SBC will refrain from beginning the recurring charges if the CLEC does not accept the turn over space or disputes whether it is in compliance with our application. (5/30/01)</p> <p>g) MCLD's issue is with the process if MCLD does not accept the space because work is still needed by SBC. Does SBC actually do the build out? (6/21/01)</p> <p>i) SBC needs to propose language regarding the 5 day period which MCLD can respond if the space is not acceptable, and delay the billing 'til it is acceptable. (7/6/01)</p> <p>k) MCLD will review language and determine where it would best fit. (7/19/01)</p> <p>l) MCLD proposes adding to the end of the paragraph, "and accepted by Collocator in accordance with section 3.3 of this appendix." (8/7/01)</p>		<p>f) If CLEC is using a vendor to do the work, there is nothing for CLEC to approve through SBC. CLEC would accept the space from the vendor. (6/21/01)</p> <p>h) SBC does not build-out. SBC provides cable racking, infrastructure like power and then tape-off the floor. (7/6/01)</p> <p>j) SBC references "Testing and Acceptance" language, paragraphs 11.1 - 11.5.</p> <p>m) SBC agrees to MCLD's proposed changes in in 'l'. (8/8/01)</p>	

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17	3.2.2.3 a	<p>b) Insert "functional"</p> <p>e) <i>Same as Issue #5</i></p> <p>f) MCLD is okay with deleting "functional" in this sentence. (5/21/01)</p>		<p>a) SBC replaces 3.2.2.3 with, "If the Collocator has not received their State Certification or the State Commission has not approved the ICA by Day one hundred eighty (180) after space turnover, then the Collocator (forfeits) all charges collected to date by SBC-13STATE and the collocation space. The Collocator will have thirty (30) calendar days to remove any equipment and bays placed by the Collocator in the premise."</p> <p>c) OK with inserting "functional" (1/30/01)</p> <p>d) SBC reopened issue 3/30/01. Does not want to insert the word "functional" (3/30/01)</p>	Closed 5/21/01
18	3.2.2.3 b	<p>a) Insert after "eighty (180) after functional space turnover," the phrase "and Collocator is not pursuing certification or regulatory approval on a good faith basis,"</p> <p>d) In an effort to narrow "good faith basis", Replace previous proposed language with, "or CLEC has filed application for certification and has taken reasonable steps to gain approval of application." (5/21/01)</p> <p>g) MCLD accepts SBC proposed language. (7/19/01)</p>		<p>b) Anticipate this OK</p> <p>c) the concept is OK, but want to narrow the language the "good faith basis" language. (5/18/01)</p> <p>e) SME does not want to change, SBC to have legal review this issue. (5/30/01)</p> <p>f) SBC proposes inserting in beginning of sentence: "Unless otherwise mutually agreed by the Parties," if the collocator has not received their state Certification.... (7/16/01)</p>	Closed 7/19/01

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19	3.2.3	b) OK		a) SBC replaces 3.2.3 with, "3.2.3 The Parties agree that billing for all costs incurred in the establishment of Physical Collocation for the Collocator will be provided to the Collocator within one hundred eighty (180) calendar days of the billing cycle. Billing will be subject to true up if interim rates are pending State or Federal Commission approval."	Closed 1/30/01
20	3.6	a) Insert "calendar" in the 1st sentence between "...concurrent with the ten (10)" and "day notification		b) This is moot with the replacement of this section. See Issue #8.	Closed 1/30/01
21	3.6.1	a) Clarify that this is "Per State" by insert "Per State in the heading of the 1st column; Add to the end of the paragraph, "If the Collocation Application is unacceptable, SBC-13STATE shall advise CLEC of any and all deficiencies within this 10 calendar day period. SBC-13STATE shall provide CLEC with sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency within 10 calendar days of notice. CLEC shall retain its place in the queue to obtain the Physical Collocation arrangement if it cures any deficiencies in its Application identified by the ILEC and resubmits such Application within 10 calendar days after being advised of deficiencies. The failure of the ILEC to identify deficiencies in the original application shall not affect the CLEC's position in the queue."; Delete last sentence ("Any material revision to....time intervals set forth above."		b) This is moot with the replacement of this section. See Issue #8.	Closed 1/30/01

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22	3.6.2	a) Clarify that this is "Per State" by insert "Per State" in the heading of the 1st column; Delete "Business" from the timeframes within the chart; Add to the end of the paragraph, "If the Collocation Application is unacceptable, SBC-13STATE shall advise CLEC of any and all deficiencies within this 10 calendar day period. SBC-13STATE shall provide CLEC with sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency within 10 calendar days of notice. n CLEC shall retain its place in the queue to obtain the Physical Collocation arrangement if it cures any deficiencies in its Application identified by the ILEC and resubmits such Application within 10 calendar days after being advised of deficiencies. The failure of the ILEC to identify deficiencies in the original application shall not affect the CLEC's position in the queue."; Delete last sentence ("Any material revision to....time intervals set forth above."		b) This is moot with the replacement of this section. See Issue #8.	<b>Closed</b> <b>1/30/01</b>

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23	3.6.3	a) Clarify that this is "Per State" by insert "Per State in the heading of the 1st column; Add to the end of the paragraph, "If the Collocation Application is unacceptable, SBC-13STATE shall advise CLEC of any and all deficiencies within this 10 calendar day period. SBC-13STATE shall provide CLEC with sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency within 10 calendar days of notice. n CLEC shall retain its place in the queue to obtain the Physical Collocation arrangement if it cures any deficiencies in its Application identified by the ILEC and resubmits such Application within 10 calendar days after being advised of deficiencies. The failure of the ILEC to identify deficiencies in the original application shall not affect the CLEC's position in the queue."; Delete last sentence ("Any material revision to....time intervals set forth above."		b) This is moot with the replacement of this section. See Issue #8.	<b>Closed</b> <b>1/30/01</b>

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24	3.6.4	a) Add to the end of the paragraph, "If the Collocation Application is unacceptable, SBC-13STATE shall advise CLEC of any and all deficiencies within this 10 calendar day period. SBC-13STATE shall provide CLEC with sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency within 10 calendar days of notice. CLEC shall retain its place in the queue to obtain the Physical Collocation arrangement if it cures any deficiencies in its Application identified by the ILEC and resubmits such Application within 10 calendar days after being advised of deficiencies. The failure of the ILEC to identify deficiencies in the original application shall not affect the CLEC's position in the queue."; Delete last sentence ("Any material revision to....time intervals set forth above."		b) This is moot with the replacement of this section. See Issue #8.	Closed 1/30/01
25	3.6.5	a) Add to the end of the paragraph, "If the Collocation Application is unacceptable, SBC-13STATE shall advise CLEC of any and all deficiencies within this 10 calendar day period. SBC-13STATE shall provide CLEC with sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency within 10 calendar days of notice. n CLEC shall retain its place in the queue to obtain the Physical Collocation arrangement if it cures any deficiencies in its Application identified by the ILEC and resubmits such Application within 10 calendar days after being advised of deficiencies. The failure of the ILEC to identify deficiencies in the original application shall not affect the CLEC's position in the queue."; Delete last sentence ("Any material revision to....time intervals set forth above."		b) This is moot with the replacement of this section. See Issue #8.	Closed 1/30/01

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26	3.7.1	a) In the 1st sentence, Delete "and"; Insert "and adjacent" between "...cageless" and "collocation in 90..."; Insert "calendar" between "...collocation in 90" and "days from the receipt..."; Replace "Collocator's acceptance of the quotation or initial COBO (Central Office Build Out)" with "an acceptable collocation application"; To the end of the paragraph, Add, "If, within seven calendar days of the requesting carrier's receipt of any written price quotation provided by the incumbent LEC, the CLEC does not notify the incumbent LEC that physical collocation should proceed, then the incumbent LEC need not complete provisioning of a requested collocation arrangement until 90 calendar days after receiving such notification from the requesting carrier."		b) This is moot with the replacement of this section. See Issue #8.	Closed 1/30/01
27	3.7.1.1	a) Delete entire paragraph		b) This is moot with the replacement of this section. See Issue #8.	Closed 1/30/01
28	3.7.2	a) In the 1st sentence, Replace "180" with "90 calendar"; Replace "Collocator's acceptance of the quotation" with "an acceptable collocation application"; To the end of the paragraph, Add, "If, within seven calendar days of the requesting carrier's receipt of any written price quotation provided by the incumbent LEC, the CLEC does not notify the incumbent LEC that physical collocation should proceed, then the incumbent LEC need not complete provisioning of a requested collocation arrangement until 90 days after receiving such notification from the requesting carrier."		b) This is moot with the replacement of this section. See Issue #8.	Closed 1/30/01
29	3.7.2.1	a) Delete entire paragraph		b) This is moot with the replacement of this section. See Issue #8.	Closed 1/30/01

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30	3.7.3.1	a) Insert "Caged or" between "Dedicated space for" and "Cageless physical collocation..."		b) This is moot with the replacement of this section. See Issue #8.	Closed 1/30/01
31	3.7.3.2	a) Delete entire paragraph		b) This is moot with the replacement of this section. See Issue #8.	Closed 1/30/01
32	3.7.3.3	a) From the 1st sentence, Delete "Where space that is suitable for central office equipment (Active Central Office Space) is available,"; Insert "Cageless and Virtual" between "...will deliver Caged" and "within 120 business..."; Replace "the completion of the" with "receipt of an acceptable collocation"; Delete "process"; Add to the end of the paragraph, "If, within seven calendar days of the requesting carrier's receipt of any written price quotation provided by the incumbent LEC, the CLEC does not notify the incumbent LEC that physical collocation should proceed, then the incumbent LEC need not complete provisioning of a requested collocation arrangement until 90 days after receiving such notification from the requesting carrier."		b) This is moot with the replacement of this section. See Issue #8.	Closed 1/30/01
33	3.7.3.4	a) Delete entire paragraph		b) This is moot with the replacement of this section. See Issue #8.	Closed 1/30/01

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34	3.7.3.5	a) Replace the entire paragraph with "If the Collocation Application is unacceptable, SBC-13STATE shall advise CLEC of any and all deficiencies within this 10 calendar day period. SBC-13STATE shall provide CLEC with sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency within 10 calendar days of notice. n CLEC shall retain its place in the queue to obtain the Physical Collocation arrangement if it cures any deficiencies in its Application identified by the ILEC and resubmits such Application within 10 calendar days after being advised of deficiencies. The failure of the ILEC to identify deficiencies in the original application shall not affect the CLEC's position in the queue."		b) This is moot with the replacement of this section. See Issue #8.	<b>Closed</b> <b>1/30/01</b>
35	3.7.4 et.al	a) Delete entire section (3.7.4 - 3.7.4.4)		b) This is moot with the replacement of this section. See Issue #8.	<b>Closed</b> <b>1/30/01</b>
36	3.7.5.1	a) Replace "determined on an individual case basis (ICB)/Non Standard Collocation Request (NSCR)" with "90 calendar days upon receipt of an acceptable collocation application"; Add to the end of the paragraph, "If, within seven calendar days of the requesting carrier's receipt of any written price quotation provided by the incumbent LEC, the CLEC does not notify the incumbent LEC that physical collocation should proceed, then the incumbent LEC need not complete provisioning of a requested collocation arrangement until 90 days after receiving such notification from the requesting carrier."		b) This is moot with the replacement of this section. See Issue #8.	<b>Closed</b> <b>1/30/01</b>

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37	3.7.6.1	a) In the 3rd sentence, Replace "CLEC fails to do so" with "after"; Replace "may, upon" with "issues"; Insert "a thirty (30) day written" before "notice"; Insert "of its intent to terminate the CLEC does not install its telecom equipment, SBC-13STATE may" between "...notice" and "terminate that Physical Collocation..."; Delete "and, further, shall continue to be bound...viability or applicability beyond termination" from the end of the 3rd sentence.		b) This is moot with the replacement of this section. See Issue #8.	Closed 1/30/01
38	3.8.1	a) Numbering is awkward: Shd be 3.8.1		b) This is moot with the replacement of this section. See Issue #8.	Closed 1/30/01
39	3.9	a) Insert a new paragraph heading: "Collocation Renegotiations"		b) This is moot with the replacement of this section. See Issue #8.	Closed 1/30/01
40	3.9.1	a) Insert paragraph: "3.9.1 In the event the FCC amends its collocation rules, the Parties agree to negotiate in good faith amendments to the collocation requirements, which negotiations must be completed within thirty (30) days of the effective date of any such amendments. The Parties further agree to implement any such modifications to the agreement expeditiously by filing the necessary amendments to the agreement and requesting expedited approval by the appropriate state agency."		b) This is moot with the replacement of this section. See Issue #8.	Closed 1/30/01
41	4.1.1.1 a	a) Delete "and subsequent" from the 1st sentence.		b) OK	Closed 1/30/01
42	4.1.1.1 b	a) MCLD does not want to be precluded from space because it is not in units of 50 square feet.			Closed 5/30/01

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## Appendix: PHYSICAL COLLOCATION

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
	MCLD proposed language 2/15/01	<p>Replace the 1st sentence with, "In the SBC-13STATes, CLEC may apply for Caged Physical Collocation with a minimum space requirement of fifty (50) square feet. The square footage of subsequent space is determined by CLEC's collocation needs as described on the Collocation Application with a minimum space of 50 square feet."</p> <p>c) If there is 80 sq. ft. of space available for collocation, wld MCLD be able to get that space? Wld MCLD have to pay for the 80 sq. ft or wld we pay for 100 sq. ft.?</p> <p>e) Okay with this understanding. (5/30/01)</p>		<p>b) SBC only builds in 50 sq. ft. increments.</p> <p>d) MCLD may apply for space out of the 50 sq ft increment via the NSCR, and if the space is granted, then CLEC will only pay for the space that is occupied, even if it is less than 50 sq ft increment. (5/30/01)</p>	
43	4.1.2.1.2	<p>a) Change "fifty (50)" to "five (5)"</p> <p>c) MCLD agrees to leave at 50</p>		<p>a) SBC wld like to leave at 50.</p> <p>d) OK</p>	Closed 1/30/01
44	4.1.4.1	<p>a) Insert "for physical collocation" between "When space" and "is legitimately exhausted..."</p>		<p>b) OK</p>	Closed 1/30/01
45	4.1.4.2 a	<p>b) MCLD finds this to be too short -- why the significant reduction in cable length? (1/30/01)</p> <p>d) What state is it tariffed at 50 ft? If there is only one exception, then we wld like to note that exception. We don't want the one state with the tariff to control the remaining 13 states, particularly since this is such a significant change. (3/30/01)</p> <p>f) MCLD will accept 50 feet since tariffed in all 13 states. (5/21/01)</p>		<p>a) SBC is reducing the cable feet for power from 200 cable feet to 50 cable feet.</p> <p>c) This is tariffed now at 50 cable feet.</p> <p>e) SBC mistakenly had 200 ft in the previous agreements. It is suppose to be 50 feet and it is tariffed at 50 feet in all 13 SBC states. (5/18/01)</p>	Closed 5/30/01

# McLeodUSA and SBC Negotiations Status Matrix

Updated: 9-14-01

## Appendix: PHYSICAL COLLOCATION

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
46	4.1.4.2 b  MCLD proposed language 5/18/01	<p>a) Paragraph states CLEC may provide its own AC and DC power -- This contradicts later where required to use approved vendor. This is unclear</p> <p>c) Insert before the last sentence, "In this instance, CLEC must use an SBC-13STATE Approved Power Installation Vendor. If CLEC selects SBC-13STATE to provide power, then" (5/18/01)</p> <p>The end of the paragraph shd read, " At its option, CLEC may choose to provide its own AC and DC power to the Adjacent Structure. In this instance, CLEC must use an SBC-13STATE Approved Power Installation Vendor. If CLEC selects SBC-13STATE to provide power, then SBC-13STATE will provide power and physical collocation services and facilities to such Adjacent Structures, subject to the same nondiscrimination requirements as other physical collocation arrangements in this Agreement." (5/18/01)</p> <p>e) This contradicts SBC's response to Issue #14 concerning power. Who is allowed to provision power? The language needs to be clear as to who has responsibility at what times. (6/21/01)</p>		<p>b) It is CLEC's option whether to supply its own power. If CLEC provides their own power, then they need to use and SBC-13STATE Approved Vender. Need to add "approved vendor" language for clarification. SBC is OK with adding language for clarification. (5/18/01)</p> <p>d) CLEC does not have the option to provision power, this is always done by SBC. If other vendors can be utilized, it would create space exhaustion. (6/21/01)</p> <p>f) SBC provides power to CLEC to the CO. It is SBC's responsibility to see that sufficient power is available at the CO. However, SBC is not required to provide the cabling from the power source to the cage. (7/6/01)</p>	Closed 7/30/01

# McLeodUSA and SBC Negotiations Status Matrix

Updated: 9-14-01

## Appendix: PHYSICAL COLLOCATION

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
		g) If the proposed language in 'c' is not acceptable and MCLD is not allowed to provide power, then MCLD is unclear as to what options are referred to in SBC's original language. MCLD suggests either that the 'option language' be removed b/c there is no option, or, if there is an option, then identify what the options are if our language in 'c' is not correct. (7/18/01)		h) SBC accepts the MCLD proposed language in 'c'. (7/27/01)	
47	4.1.4.2 c	a) MCLD would like to remove the reference to "ICB or NSCR" and possibly consider something that makes it negotiable between the parties.  Replace the 2nd sentence with, "When power requirements are beyond these office capacities and distance limitations, SBC-13STATE and CLEC will mutually agree on a solution for provisioning power." (2/15/01)  d) OK with the addition. End of sentence wld read, "...solution for provisioning power via NSCR." (3/30/01)		b) SBC will accept proposal if add "via NSCR" to the end of the proposed language. (3/30/01)	Closed 3/30/01
48	Insert paragraph 4.1.4.3	a) Insert the paragraph (which will be numbered 4.1.4.3), and will read, "SBC-13STATE rates, terms and conditions for Adjacent Structure Collocation will be determined on an individual case basis (ICB)/Non Standard Collocation Request (NSCR)." (See Issue #118 -- paragraph number 12.7.1)  d) Lisa D. agreed to this change on 1/30/01. The rationale is that this refers to the terms and conditions related to Adjacent Collocation and is better placed here than in the intervals. (5/18/01)		b) OK (1/30/01)  c) Due to SBC rewrite of Delivery Intervals, SBC will review the placement of this paragraph from delivery intervals to placement here. (3/30/01)	Closed 5/30/01

# McLeodUSA and SBC Negotiations Status Matrix

Updated: 9-14-01

## Appendix: PHYSICAL COLLOCATION

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
				e) SBC is okay with the paragraph in 'a' being placed here and numbered as paragraph 4.1.4.3. (5/30/01)	
49	4.3 a	<p>b) It is unclear whether SBC wld do the work -- is using a vendor the only choice available?</p> <p>d) Delete "and the cabling arrangement to provide grounding...Power Plant, which ever is applicable."  <b>Paragraph wld read, "The Collocators SBC-13STATE Approved Vendor will be permitted access to the SBC-13STATE Main Distribution Frame and/or other interconnection points for placement and termination of interconnection cabling."</b> (3/30/01)</p>		<p>a) SBC replaces entire paragraph with "The Collocator's SBC-13STATE Approved Vendor will be permitted access to the SBC-13STATE Main Distribution Frame and/or other interconnection points for placement and termination of interconnection cabling and the cabling arrangement to provide grounding for equipment. Collocator must use an SBC-13STATE Approved Power Installation Vendor place power cable leads from the Collocator's dedicated space to SBC-13STATE's Battery Distribution Fuse Bay (BDFB) or Power Plant, whichever is applicable. Check sections 10.5.4 and 10.6 of this appendix for further requirements."</p> <p>c) SBC agrees this is unclear. Possibly the paragraph is placed poorly. Paragraph shd be somewhere else where it is better suited. (1/30/01)</p> <p>e) SBC is trying to get out of the cabling business. Thus, it is SBC's intent that if MCLD uses this collocation appendix then MCLD will have to have an approved power installation vendor do the cabling. However, MCLD can always select SBC to do the cabling, but then that will be priced out of the tariffs and not covered within this agreement. (5/18/01)</p>	<p><b>Agree to Disagree</b>  <b>7/12/01</b></p>

# McLeodUSA and SBC Negotiations Status Matrix

Updated: 9-14-01

## Appendix: PHYSICAL COLLOCATION

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
		<p>f) MCLD understands that SBC wants out of the cabling business, however, MCLD doesn't see how SBC's obligation to provide power means just to have a power source and not provide the power to the CLEC. (5/30/01)</p> <p>h) This contradicts SBC's response to Issue #14 concerning power. Who is allowed to provision power? The language needs to be clear as to who has responsibility at what times. (6/21/01)</p> <p>j) The space will not be functional if there is no cabling of power to the collocation. MCLD disagrees with SBC on this. Agree to Disagree. (7/18/01)</p>		<p>g) CLEC does not have the option to provision power, this is always done by SBC. If other vendors can be utilized, it would create space exhaustion. (6/21/01)</p> <p>i) SBC provides power to CLEC to the CO. It is SBC's responsibility to see that sufficient power is available at the CO. However, SBC is not required to provide the cabling from the power source to the cage. (7/6/01)</p>	
<b>50</b>	4.3 b	<p>a) Last paragraph referencing sections 10.5.4 and 10.6 shd be deleted, or SBC shd replace with new references that are appropriate.</p> <p>c) OK with the deletion of the references. (3/30/01)</p>		b) Remove the references from paragraph. (3/30/01)	<b>Closed 3/30/01</b>
<b>50a</b>	4.3 c	<p>a) MCLD proposes adding, "<b>Collocator and</b>" to the beginning of the paragraph. (This is to be consistent with changes in Issue #52) (1/30/01)</p> <p>c) OK without addition. (3/30/01)</p>		b) Do not want addition. (3/30/01)	<b>Closed 3/30/01</b>
<b>51</b>	4.4	<p>b) Delete is OK if CLEC connecting to other CLECs is addressed somewhere else in the agreement -- did not find? (1/30/01)</p> <p>d) MCLD needs to the reference. (6/21/01)</p>		<p>a) SBC Deletes entire paragraph.</p> <p>c) The CLEC to CLEC connection is only mentioned once, but I don't have that reference. (6/21/01)</p>	<b>Closed 7/6/01</b>

# McLeodUSA and SBC Negotiations Status Matrix

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## Appendix: PHYSICAL COLLOCATION

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
		f) OK to strike paragraph 4.4. (7/6/01)		e) There is language allowing CLEC to CLEC connection in paragraph 4.5. (7/6/01)	
51a	4.5, 4.5.1 and 4.6 MCLD proposed language 9/4/01	a) In light of the new Collocation Order, MCLD proposes replacing the paragraphs 4.5, 4.5.1 and 4.6 with "Cross-connects between CLEC and other telecommunications carriers collocated at SBC-13STATE premises will be allowed as specified in the rules, regulations and orders of the FCC." (9/4/01)	SBC to review new proposed language (9/4/01)		Open
52	4.7	b) MCLD proposes adding, "or Approved Vendor" between "SBC-13STATE shall permit CLEC" and "to place its own..." in the 1st sentence. (2/15/01) d) OK to leave as is		a) Strike "CLEC shall not have access...and/or Intermediate Distribution Frame." c) This addresses the purchase of the cable.	Closed 3/30/01
52a	5.2.2	a) MCLD has identified an inconsistency: This paragraph states that in Pacific and NV gets all money back except application fee when a space is not provisioned. In paragraph 7.1.1, application fees are returned is space is not provisioned for all 13-states. (9/7/01) c) MCLD wants to stay with the Birch language with the changes we have agreed to so far. To address the inconsistency, MCLD proposes deleting paragraph 5.2.2. It does not exist in the 13STATE agreement and wld be consistent with those changes. (9/11/01)	SBC to review 'c' (9/11/01)	b) SBC is referring to the new updated 13STATE agreement, which does not have the 5.2.2 paragraph, nor does it say that Pacific or NV get to keep the Application Fee. SBC suggests updating the section to eliminate the inconsistency. SBC to send Section 5 for review. (9/7/01)	Open

# McLeodUSA and SBC Negotiations Status Matrix

Updated: 9-14-01

## Appendix: PHYSICAL COLLOCATION

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
53	5.1	a) In the 1st sentence, Replace "is not required to" with "will"; Replace "if" with "unless"; Replace "practical for technical reasons" with "technically feasible"		b) OK	Closed 1/30/01
54	5.2 a	a) Replace "business" with "calendar"; Replace "is" with "has" in the last phrase.		b) OK	Closed 1/30/01
55	5.2 b	b) MCLD is OK with add contingent on the proposed changes identified in issues #56 - 58 on the matrix.  c) With SBC's acceptance of language in issues 56, 57 and 58, MCLD is okay with the paragraph. (5/30/01)		a) SBC adds new language, "If SBC-13STATE determines that Collocator's Physical Collocation Application is unacceptable, SBC-13STATE shall advise Collocator of any deficiencies within this ten (10) day period. SBC-13STATE shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Physical Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Physical Collocation Application will not be considered a deficiency, but rather as a new Physical Collocation Application with a new ten (10) day space notification and delivery interval."	Closed 5/30/01
56	5.2 c	a) Would clarify that it is 10 "calendar days" (See Issue #55 on matrix)		b) OK	Closed 1/30/01
57	5.2 d	a) MCLD will change opening of 2nd to last sentence with "Any changes requested by Collocator"; (See Issue #55 on matrix)		b) OK	Closed 1/30/01

# McLeodUSA and SBC Negotiations Status Matrix

Updated: 9-14-01

## Appendix: PHYSICAL COLLOCATION

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
58	5.2 e  MCLD proposed language 2/15/01	a) MCLD to add language to previous change (issue #57 on matrix). ", and not resulting from a request of SBC,"; (See issue #55 on matrix)  <b>The last sentence would read, "Any material changes requested by Collocator <u>and</u> not resulting from a request of SBC, to the amount or type of floor space, interconnection terminations, and power from the originally submitted Physical Collocation Application will not be considered a deficiency, but rather as a new Physical Collocation Application with a new ten (10) calendar day space notification and delivery interval."</b>  d) MCLD agrees to delete "material" and close issue. (5/30/01)		b) SBC feels that this is too broad. Wld MCLD propose some other language  c) SBC accepts the proposed language if the term "material" is deleted. (5/30/01)	<b>Closed</b> <b>5/30/01</b>
58a	5.2 f	a) MCLD proposed deleting "requested" from the last sentence.		b) OK	<b>Closed</b> <b>1/30/01</b>
59	5.3	a) Replace "business" with "calendar"		b) OK	<b>Closed</b> <b>1/30/01</b>
60	5.3.1 - 5.3.4.5.9	b) OK		a) SBC to replace paragraphs 5.3.1 - 5.3.4.5.9 with 5.3.1 (Listed as Issue #61 on matrix) and 5.3.2 (Listed as Issue #62 on matrix).	<b>Closed</b> <b>1/30/01</b>

# McLeodUSA and SBC Negotiations Status Matrix

Updated: 9-14-01

## Appendix: PHYSICAL COLLOCATION

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
61	5.3.1	b) OK		SBC inserts a new 5.3.1, "If Collocator disputes SBC-13STATE's determination, Collocator can elect a review to be made by a mutually agreed to third party engineer or a Commission designate, under a non-disclosure agreement. All costs of the third-party inspection including, but not limited to, all payments to the third-party engineer or Commission designate in connection with the inspection, shall be shared equally by SBC-13STATE and the Collocator. The engineer shall take into consideration SBC-13STATE's planned use for the Eligible Structure under review and, to the extent it can be determined Collocator space and how it is used."	Closed 1/30/01
62	5.3.2	b) OK		a) SBC inserts a new 5.3.2, "If SBC-13STATE denies a Collocator's request for Physical Collocation because of space limitations and, after touring the applicable Eligible Structure, the Parties are unable to resolve the issue of whether the denial of space was proper, SBC-13STATE shall, in connection with any complaint filed by Collocator, file with the appropriate Commission detailed floor plans or diagrams of such Eligible Structure along with whatever additional information has been ordered by such Commission, subject to protective order. These floor plans or diagrams must show what space, if any, SBC-13STATE or any of its affiliates has reserved for future use, and must describe in detail the specific future uses for which the space has been reserved and the length of time for each reservation. "	Closed 1/30/01

# McLeodUSA and SBC Negotiations Status Matrix

Updated: 9-14-01

## Appendix: PHYSICAL COLLOCATION

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
63	5.3.4.1	a) Insert "calendar" between "Within ten (10)" and "days of CLEC submitting..."		b) This is moot with the replacement of this section. (See Issue #3a on matrix.)	Closed 1/30/01
64	5.4	a) Insert "calendar" before "days of the date at..."		b) OK	Closed 1/30/01
65	5.5	a) Insert "calendar" before "days of the submission of..." in the 1st sentence;		b) OK	Closed 1/30/01
66	5.5	a) At both occurrences within the 4th sentence, Replace "business" with "calendar"; Insert "calendar" before "days" at the end of the last sentence. MCLD concerned that the interval for the 1-5 is inconsistent with the opening requirement of 10 calendar days.  c) MCLD proposes deleting the last two sentences of the paragraph. If SBC would not delete the last 2 sentences, then MCLD proposes the following language: <b>The last 2 sentences of the paragraph should read, "When CLEC makes multiple requests on any given day, SBC-13STATE will provide a report for 2 to 5 requests in 10 calendar days and 6 to 20 requests in 20 calendar days, unless the Parties agree otherwise. Should the CLEC submit more than 20 requests at once for central offices where there is no current collocation or collocation forecasted, SBC-13STATE will provide the information on a scheduled basis of ten additional offices every ten calendar days." (2/15/01)</b>		b) These changes from business to calendar wld be inconsistent with the tariffs. Possibly the 1st interval shd be changed from "1-5" to "2-5" so that there wld not be inconsistency.  d) SBC accepts proposed language. (3/30/01)	Closed 3/30/01
67	5.10	a) Delete "for like equipment" from the 1st sentence		b) OK	Closed 1/30/01

# McLeodUSA and SBC Negotiations Status Matrix

Updated: 9-14-01

## Appendix: PHYSICAL COLLOCATION

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
68	Section 6	b) MCLD has concern with SBC's definition and restrictions on "Multifunctional Equipment" throughout the new section. ( <i>See Issues #69 - 84</i> ).		a) SBC deletes the entire section of "Denial of Collocation Equipment" (paragraphs 6.1-6.2) with Eligible equipment for Collocation (paragraphs 6.1 - 6.13);  c) SBC will not substitute with original language which describes Eligible Equipment. (3/30/01)	Closed 3/30/01
69	6.1	b) Same issue as #68.  c) OK		a) SBC proposes new language: "In accordance with Section 251(c)(6) of the Telecommunications Act, CLEC may collocate equipment "necessary for interconnection or access to unbundled network elements." For purposes of this section, "necessary" means directly related to and thus necessary, required, or indispensable to interconnection or access to unbundled network elements. Such uses are limited to interconnection to the SBC-13STATE's network "for the transmission and routing of telephone exchange service or exchange access," or for access to SBC-13STATE's unbundled network elements "for the provision of a telecommunications service." Equipment that may be collocated solely for these purposes includes: (1) transmission equipment including, but not limited to, optical terminating equipment and multiplexers; and (2) equipment being collocated to terminate basic transmission facilities pursuant to sections 64.1401 and 64.1402 of 47 C.F.R. (Expanded Interconnection) as of August 1, 1996."	Closed 1/30/01

# McLeodUSA and SBC Negotiations Status Matrix

Updated: 9-14-01

## Appendix: PHYSICAL COLLOCATION

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
70	6.2	<p>b) MCLD would replace the entire paragraph with "Multifunctional equipment may be collocated consistent laws, rules, regulations and orders." (<i>Same issue as #68 - Multifunctional language</i>)</p> <p>d) A final decision has not been rendered by the courts regarding the definition of Multifunctional Equipment. Consequently, MCLD is not prepared to agree to SBC's proposed definition. (4/23/01)</p> <p>e) The FCC has some additional responses to multifunctional. MCLD requests SBC to revisit their proposed language in light of this. (7/18/01)</p>		<p>a) SBC proposes new language:</p> <p>c) SBC would want to see laws supporting MCLD position; SBC feels intervening law in Gen T&amp;Cs meets our needs so that we could leave the language as is.</p> <p>f) The Order is not final. SBC does not think it is required to comply with it at this time. SBC stands firm on its language proposal. (7/30/01)</p>	Agree to Disagree 7/30/01
71	6.3 a	<p>b) MCLD wld delete 2nd sentence, (<i>Same issue #68 - Multifunctional language</i>)</p> <p>d) MCLD stands firm on taking 2nd sentence out, so MCLD "Agree to Disagree" on the 2nd sentence. (<i>Multifunctional language</i>) (4/18/01)</p> <p>e) MCLD stands firm on deleting the 2nd and 3rd sentences from the end, which read, "To qualify for collocation, the complete units of Advanced Services Equipment must either...functionality would disqualify the equipment from collocation." (5/30/01)</p> <p>f) The FCC has some additional responses to multifunctional. MCLD requests SBC to revisit their proposed language in light of this. (7/12/01)</p>		<p>a) SBC proposed new language (paragraph)</p> <p>c) SBC wants to leave the 2nd sentence.</p> <p>g) The Order is not final. SBC does not think it is required to comply with it at this time. SBC stands firm on its language proposal. (7/30/01)</p>	Agree to Disagree 07/30/2001
72	6.4	<p>b) MCLD not sure what SBC is referring to. (<i>Same issue as #68 - Multifunctional language</i>)</p> <p>d) MCLD proposes striking the paragraph in its entirety. (4/23/01)</p>		<p>a) SBC proposes new language:</p> <p>c) Referencing back to requirements to full 60% of space. (3/30/01)</p>	Agree to Disagree 07/30/2001

# McLeodUSA and SBC Negotiations Status Matrix

Updated: 9-14-01

## Appendix: PHYSICAL COLLOCATION

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
		f) The FCC has some additional responses to multifunctional. MCLD requests SBC to revisit their proposed language in light of this. (7/18/01)		g) The Order is not final. SBC does not think it is required to comply with it at this time. SBC stands firm on its language proposal. (7/30/01)	
73	6.5	b) <i>Same issue as #68 - Multifunctional language</i> . c) The FCC has some additional responses to multifunctional. MCLD requests SBC to revisit their proposed language in light of this. (7/18/01)		a) SBC proposes new language: d) The Order is not final. SBC does not think it is required to comply with it at this time. SBC stands firm on its language proposal. (7/30/01)	Agree to Disagree 07/30/2001
74	6.6	b) Clarification needed c) MCLD opposes this language because we do rely on our own host switch and we are currently looking at the Lucent Pathstar (in addition to others), which is one of the prohibited items listed. Specifically, what is the rationale for the Lucent Pathstar being on this list? (7/6/01) f) The FCC has some additional responses to multifunctional. MCLD requests SBC to revisit their proposed language in light of this. (7/18/01) h) Based on the order regarding multifunctional language and our reliance on our host switch, MCLD stands firm on our position. (8/2/01)		a) SBC proposes new language: d) The Lucent Pathstar is a Class 5 Switch. We do not allow stand-alone switches to be used for interconnection in our collocation space. We also do not allow use of the host switch functionalities because this would bypass our network. (7/9/01) e) SBC does not agree, b/c then the CLEC wld be able to by-pass the SBC ntwk. (7/18/01) g) The Order is not final. SBC does not think it is required to comply with it at this time. SBC stands firm on its language proposal. (7/30/01)	Agree to Disagree 07/30/2001
75	6.7	b) MCLD wld delete 1st sentence and change 2nd sentence to begin with "Collocator may place in its...";		a) SBC proposes new language	Agree to Disagree 7/30/01

# McLeodUSA and SBC Negotiations Status Matrix

Updated: 9-14-01

## Appendix: PHYSICAL COLLOCATION

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
		d) The issue of whether Ancillary equipment is not "necessary" for interconnection or access to UNEs is unsettled by the courts at this time. Consequently, MCLD is not prepared to agree to the 1st sentence as it is written. (4/23/01) e) The FCC has some additional responses to multifunctional. MCLD requests SBC to revisit their proposed language in light of this. (7/18/01)		c) SBC is only allowing it on a case by case basis. SBC wld leave 1st sentence and change 2nd sentence to read, "SBC-13STATE may voluntarily allow..."  f) The Order is not final. SBC does not think it is required to comply with it at this time. SBC stands firm on its language proposal. (7/30/01)	
76	6.7	a) MCLD to delete the last 2 sentences		b) OK	Closed 1/30/01
77	6.8	b) OK		a) SBC proposes new language:	Closed 1/30/01
78	6.9	b) Add to the end of the paragraph, "in the Collocator's physical collocation space."		a) SBC proposes new language:  c) OK	Closed 1/30/01
79	6.9	a) Where is Virtual Collocation covered since it has been deleted?		b) SBC to send new Virtual Collocation Appendix to MCLD;	Closed 3/30/01
80	6.10	b) OK		a) SBC proposes new language	Closed 1/30/01
81	6.11	b) OK		a) SBC proposes new language	Closed 1/30/01
82	6.12	b) Add to the end the remaining portion of the paragraph (in the order) that describes the contents of the affidavit.		a) SBC proposes new language	Closed 3/30/01

# McLeodUSA and SBC Negotiations Status Matrix

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## Appendix: PHYSICAL COLLOCATION

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
		The proposed language shd read, "The affidavit will set forth in detail: the exact safety requirement that the CLEC's equipment does not satisfy; SBC's basis for concluding that CLEC's equipment does not meet this safety requirement; and SBC's basis for concluding why collocation of equipment not meeting this safety requirement would compromise network safety." (This language is from the FCC 00-297, paragraph 57.) (2/6/01)		c) SBC is OK with changes (3/30/01)	
83	6.13 a	b) Add "within 10 business days"		a) SBC proposed new language c) SBC OK with proposed language (3/30/01)	Closed 3/30/01
84	6.13 b  MCLD proposed language (4/23/01)	a) Want to delete the 2nd to last sentence. MCLD would be in dispute resolution, and would not want to be removing the equipment while in the process; b) Replace the 2nd to last sentence with, "If Collocator disputes such determination the status quo will be maintained pending resolution of dispute, except that corrections to meet minimum safety requirements shall be completed within the 10 day period." (4/23/01)		c) SBC is okay with language change. (5/30/01)	Closed 5/30/01
84a	7.1.1	a) Paragraph mentions project management fee, but it is not described or referenced anywhere else in the Appendix. Could SBC provide some information? (9/7/01) c) MCLD wishes to keep original "Birch Agreement" language with agreed to modifications to date. MCLD requests explanation of Project Management fees referenced in paragraph 7.1.1 (9/11/01)	SBC to respond to question in 'c' (9/11/01)	b) SBC proposes that MCLD review the newer 13STATE agreement and consider that language update. SBC will forward the language for review. (9/7/01)	Open

# McLeodUSA and SBC Negotiations Status Matrix

Updated: 9-14-01

## Appendix: PHYSICAL COLLOCATION

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
85	7.1.1	<p>b) OK</p> <p>a) Insert a sentence following the 1st sentence that reads, "SBC-13STATE shall refund the application fee if it is unable to provision the collocation space to the CLECs specifications."; Add to the end of the paragraph, "However, a reduced fee shall apply to all subsequent requests to place equipment."</p>		<p>a) SBC proposes deleting paragraphs 7.1.1 - 7.1.4.2 and replacing them with a new 7.1.1. The new 7.1.1 that SBC proposes is, "For each Eligible Structure in which Collocator desires to physically collocate equipment, Collocator must submit a Physical Collocation Application with the applicable Application and Project Management Fees. A copy of the Physical Collocation Application may be obtained from the SBC-13STATE Collocation Services Account Manager or from the SBC-13STATE web-site(s). The Physical Collocation application must also be used for each subsequent request to place equipment in an Eligible Structure."</p> <p>b) OK</p>	<b>Closed 1/30/01</b>
86	7.1.2	<p>a) Change the reference from "2.6" to "3.6"</p> <p>c) Not applicable due to Issue #85</p>		b) This moot since SBC Deleted this paragraph	<b>Closed 1/30/01</b>
87	7.5	a) Delete "on SBC-8STATE to start any preparation...prior to occupancy by the CLEC." Pick up the continuation of the sentence in 7.5.1, which will be deleted as a separate numbered paragraph.		b) OK	<b>Closed 1/30/01</b>

# McLeodUSA and SBC Negotiations Status Matrix

Updated: 9-14-01

## Appendix: PHYSICAL COLLOCATION

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
88	7.5.1	<p>a) Delete "7.5.1 SBC-AMERITECH requires, before any obligation"; Replace "SBC-AMERITECH" with "SBC-13STATE"; Delete "SBC-AMERITECH" following "...that CLEC shall pay"; Add to the end of the paragraph, "CLEC also has the option of submitting a surety bond in lieu of payments due before the final payment."</p> <p>c) OK</p>		<p>b) SBC proposes changing the new 2nd sentence to read, "Fifty Percent (50%) of the COBO charge is due at the completion of the Dedicated Collocation Space."</p> <p><b>The paragraph wld read:</b> "Payment of Preparation Charge - Prior to any obligation by SBC-13STATE to begin any preparation work associated with the Dedicated Collocation Space that CLEC shall pay fifty percent (50%) of the COBO charge in states where the COBO is a non-recurring charge. Fifty percent (50%) of the COBO charge is due at the completion of the Dedicated Collocation Space. Any extraordinary expenses, if applicable, must be agreed to by the CLEC prior to actual commencement of the physical construction of the Dedicated Collocation Space. CLEC also has the option of submitting a surety bond in lieu of payments due before the final payment."</p>	Closed 1/30/01
89	7.6	<p>a) Delete "not" from the 1st phrase; Insert "non-operational" between "...space for any" and "purpose"; Replace "other than inspection" with "such as planning or inspection"; Add to the end of the last sentence, "after which the CLEC shall have access for operational purposes."</p>		b) OK	Closed 1/30/01
90	7.7	<p>a) In the last phrase of the paragraph, Insert "directly" between "...and any other" and "associated costs"</p>		b) OK	Closed 1/30/01

# McLeodUSA and SBC Negotiations Status Matrix

Updated: 9-14-01

## Appendix: PHYSICAL COLLOCATION

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
91	7.9	a) Replace "made the" with "turns over a functional"; delete "available"; Insert "the" before "CLEC" at the end of the paragraph		b) OK	Closed 1/30/01
92	7.10	a) Insert "functional" between "...turned over the" and "dedicated space to the ..."; Add to the end of the last sentence, "so long as the remaining work does not materially impair the CLEC from operating in the space."		b) OK	Closed 1/30/01
93	8.1	a) Delete "within SBC-13STATE's Eligible Structure for interconnection with SBC-13STATE's network"		b) OK	Closed 1/30/01
94	8.4	a) In the 1st sentence, Replace "new" with "n amended" following "to SBC-13STATE a"; Delete "and any Applicable charges" c) MCLD OK with striking paragraph		b) SBC counter proposes striking the entire paragraph.	Closed 1/30/01
95	8.5	a) Replace "used or useful" with "used and useful"; MCLD wld like it to be as it was originally stated, "used or useful"		b) OK to put back as originally ("used or useful")	Closed 1/30/01
96	8.10.2	a) Add to the end of the paragraph, "However, modifications of the handbook cannot supercede or modify terms of this interconnection agreement, or attempt to interpret provisions of this agreement unless first approved by the appropriate state regulatory commission."		b) OK	Closed 1/30/01
97	8.11	a) Insert "subject to 8.10.2" between "...agreement from the attached" and "the following shall apply."		b) OK	Closed 1/30/01
98	8.11.1	a) In the 1st sentence, Replace "those" with "a list of those"; Replace "listing or noting the" with "separately highlighting all such"; Delete "as appropriate" at the end of the 1st sentence.		b) OK	Closed 1/30/01

# McLeodUSA and SBC Negotiations Status Matrix

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## Appendix: PHYSICAL COLLOCATION

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
99	9.5	a) Replace "thirty (30)" with "ninety (90)" in the 1st sentence.  b) OK with language as is. (3/30/01)		b) SBC meant to take back to "thirty". Concern is CLECs that go bankrupt and leave their equipment -- want it out as quickly as possible.	Closed 3/30/01
99a	9.6	a) There is some confusion here. (3/30/01)  c) MCLD accepts the paragraph. (6/21/01)		b) SBC does not know what the confusion is. (5/30/01)	Closed 6/21/01
99b	9.6 - 9.6.6  SBC proposed language 7/6/01	a) Why are paragraphs 9.6.3 and 9.6.6 specific to SBC-8State? (6/21/01)  c) MCLD accepts paragraphs. (7/18/01)		b) These were part of an old draft. SBC proposes replacing paragraphs 9.6.3 - 9.6.6 with <b>new language, which reads:</b> 9.6 Collocator is solely responsible for the design, engineering, installation, testing, performance, and maintenance of the Collocator Telecom Equipment used by Collocator in the Physical Collocation Space. Collocator may not disassemble, remove or otherwise reconfigure the cage enclosure (Physical Collocation Space) at any time unless it has been provided by the Collocator. Collocator is also responsible for servicing, supplying, repairing, installing and maintaining the following facilities within the Physical Collocation Space in the SBC-13STATES:  9.6.1 Its fiber optic cable(s); 9.6.2 Its Collocator Telecom Equipment;	Closed 7/30/01

# McLeodUSA and SBC Negotiations Status Matrix

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## Appendix: PHYSICAL COLLOCATION

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
		<p>d) MCLD had <b>two clarifying questions</b>: 1st, <b>In paragraph 9.6.5, MCLD to verify that we are not required to use a specific power panel, just one that meets the standard requirements, Correct?</b>  <b>And 2nd, Can MCLD request that 100 or 200 amp feeds be made available in AIT offices, so that MCLD can place our own CIPP, and manage our own power, as opposed to requesting individual power runs to each piece of our equipment from the SBC BDFB?</b>                      (7/30/01)</p> <p>g) Okay to close this (7/30/01)</p>		<p>9.6.3 Collocator requested dedicated point of termination frame maintenance, including replacement of fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within Collocator's Physical Collocation Space; and</p> <p>9.6.4 The connection cable and associated equipment which may be required within Collocator's Physical Collocation Space to the point(s) of termination of that cable within Collocator's Physical Collocation Space.</p> <p>9.6.5 SBC-13STATE requires that a Collocation Interconnect Power Panel (CIPP) must be used when the Physical Collocation arrangement is not served from SBC-13STATE's BDFB. No CIPP is required for 20, 40 or 50 amp arrangements, which are served from SBC-13STATE's BDFB. The CIPPs are designed to provide 20, 40, 50 or 100/200 (maximum) amp redundant increments of DC power. The CIPP is always required for 100/200 amp or greater power arrangements. The Collocator will furnish and install the (CIPP) within a Collocator-provided equipment bay designated by Collocator. The CIPP must meet TP76200MP Level 1 requirements...</p> <p>e) McLeod USA can provide their own power panel as long as it meets the tech pub. 76200 MP.</p> <p>f) McLeod USA can also order 100 amp feed increments. It will depend on the regional requirements which are broken up in # of amps on the website. Look up the collocation application and it has a grid with the region and their amp increments.</p>	

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Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
		h) Need further clarification: Does MCLD have to request individual power runs to each piece of our equipment in the collocation form the SBC BDFB, or, can MCLD place our own CIPP and manage our own power? (7/31/01)		i) CLEC can manage their own power from the CIPP. Note: there are minimum requirements of usage. MCLD will be charged the minimum requirements of ampere drawn from the power source if actual usage is lower than the minimum requirements. (8/2/01)	
<b>99c</b>	9.7.1	a) Why is this paragraph specific to SBC-8State? (6/21/01)  c) MCLD is okay with this delete. (7/18/01)		b) SBC proposes deleting paragraphs 9.7.1 because it is no longer a part of our generic guidelines. (7/6/01)	<b>Closed 7/19/01</b>
<b>99d</b>	9.8	a) Why is this paragraph specific to SBC-8State? (6/21/01) c) MCLD is okay that this shd be 13 state. (7/12/01)		b) This should be SBC-13STATE. (7/6/01)	<b>Closed 7/19/01</b>

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## Appendix: PHYSICAL COLLOCATION

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
100	9.11	<p>b) Insert "Collocator and" before the 1st sentence; Insert "mutually" between "SBC-13STATE will be" and "responsible for determining equipment..." The 1st sentence shd read, "Collocator and SBC-13STATE will be mutually responsible for determining equipment location within the Eligible Structure." (2/13/01)</p> <p>d) MCLD agrees to leave as original (3/30/01)</p>		<p>a) SBC proposes new paragraph, "SBC-13STATE will be responsible for determining equipment location within the Eligible Structure. Procurement, placement and termination of interconnection cabling between Collocator's dedicated space and SBC- 13STATE Main Distribution Frame and/or other interconnection points will be installed by the Collocator's SBC-13STATE Approved Vendor. The Collocator's SBC-13STATE Approved Vendor must obtain an approved Method of Procedures (MOP) from SBC-13STATE and follow the SBC-13STATE's standards and requirements for installation of equipment and facilities. SBC-13STATE will install and stencil the termination blocks or panels at SBC-13STATE's Main Distribution Frame and/or other interconnection points for the hand off of the Interconnection Connection(s) to the Collocator."</p> <p>c) Can't agree to new language because the COs have a commitment to the other collocators. (3/30/01)</p>	Closed 3/30/01

# McLeodUSA and SBC Negotiations Status Matrix

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## Appendix: PHYSICAL COLLOCATION

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
101	9.12 SBC proposed language			a) <b>SBC proposes new paragraph</b> , "Unless otherwise expressly agreed in writing, SBC-13STATE will provide for all AC and DC power requirements in the Eligible Structure. The Collocator is not permitted to, and will not, place any AC or DC power-generating or power-storing devices (including, for example but not limited to rectifiers, battery plants, AC or DC generators) in the Eligible Structure. Power will support Collocator Telecom Equipment at the specified DC and AC voltages. At a minimum, the Power and SBC-13STATE's associated performance, availability, restoration, and other operational characteristics shall be at parity with that provided to SBC-13STATE's substantially similar telecommunications equipment unless otherwise mutually agreed in writing. Loads specified by the Collocator represent the peak current that will be imposed on a power feeder at any voltage within the emergency operating limits of the equipment and any normal operating condition (i.e. not a short circuit or other malfunction).	<b>Agree to Disagree</b> <b>7/12/01</b>

# McLeodUSA and SBC Negotiations Status Matrix

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## Appendix: PHYSICAL COLLOCATION

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
		<p>b) In 3rd sentence from the end, Delete "Collocator's"; Delete "Approved Power Installation Vendor"; and Insert "supply and" between "...will" and "place the  <b>The beginning of the sentence will now read, "SBC-13STATE will supply and</b> place the power cable leads from the dedicated space..."                      (3/14/01)</p>		<p>Even though circuit design is based on peak current, DC power plant design sizing by the SBC-13STATE's is based on demand management. SBC-13STATE will engineer, design, and place cable racks for all power cable routes within the Eligible Structure. Collocator's SBC-13STATE Approved Power Installation Vendor will place the power cable leads from the dedicated space to SBC-13STATE's Battery Distribution Fuse Bay (BDFB) or Power Plant, whichever is applicable. SBC-13STATE will terminate the Collocator's power cable leads and place fuses at the BDFB or Power Plant, whichever is applicable. The Collocator must contact the assigned SBC-13STATE Project Manager five (5) business days prior to scheduling the power cable terminations and fuse placement. The Collocator's SBC-13STATE Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from SBC-13STATE and follow the SBC-13STATEs standards and requirements for installation of equipment and facilities."</p>	

# McLeodUSA and SBC Negotiations Status Matrix

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## Appendix: PHYSICAL COLLOCATION

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
	<p>MCLD proposed language 3/14/01</p>	<p>c) In the last sentence, Delete "Power Installation" <b>The beginning of the sentence will now read, "The Collocator's SBC-13STATE Approved Vendor</b> must obtain an approved..." (3/30/01)</p> <p>f) MCLD understands that SBC wants out of the cabling business, however, MCLD doesn't see how SBC's obligation to provide power means just to have a power source and not provide the power to the CLEC. (5/30/01)</p> <p>i) The space will not be functional if there is no cabling of power to the collocation. MCLD disagrees with SBC on this. Agree to Disagree. (7/12/01)</p>		<p>d) SBC is trying to get out of the cabling business. Thus, it is SBC's intent that if MCLD uses this collocation appendix then MCLD will have to have an approved power installation vendor do the cabling. However, MCLD can always select SBC to do the cabling, but then that will be priced out of the tariffs and not covered within this agreement. (5/18/01)</p> <p>e) SBC is trying to get out of the cabling business. Thus, it is SBC's intent that if MCLD uses this collocation appendix then MCLD will have to have an approved power installation vendor do the cabling. However, MCLD can always select SBC to do the cabling, but then that will be priced out of the tariffs and not covered within this agreement. (5/18/01)</p> <p>g) Same response as Issue 46. (6/21/01)</p> <p>h) SBC provides power to CLEC to the CO. It is SBC's responsibility to see that sufficient power is available at the CO. However, SBC is not required to provide the cabling from the power source to the cage. (7/6/01)</p>	

# McLeodUSA and SBC Negotiations Status Matrix

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## Appendix: PHYSICAL COLLOCATION

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
102	9.13	<p>b) Delete the last sentence.</p> <p>d) MCLD suggests that the Parties agree on whether the criterion is met -- not SBC's sole discretion. (2/13/01)</p> <p>e) 1st preference is still to delete sentence and have no replacement. If SBC insists on language, then MCLD proposes, "The determination of whether this criterion is met shall be mutually determined by the Parties." (2/15/01)</p>		<p>a) <b>SBC proposes new paragraph</b>, "Orders for additional space or additional Connecting Facility Assignments (CFAs), whether a new arrangement or an augment to an existing space or CFA, will not be accepted until each existing Dedicated Space or specific CFA type (i.e. DS0, DS1, Fiber, etc.) of the Collocator, in the requested Eligible Structure, is "efficiently used." "Efficiently used space" means all existing collocation space, caged and/or cageless, currently existing in a particular Eligible Structure, measured in "single bay" increments, except for one, must be at one hundred percent (100%) utilization, with only one caged or cageless arrangement utilizing between sixty percent (60%) and one hundred percent (100%) of the assigned space. "Efficiently used CFA" means that at least sixty percent (60%) of the specific type of CFA (cable pairs, coaxial or fiber facilities) is currently being used. The determination as to whether this criterion is met is solely within the reasonable judgment of SBC-13STATE."</p> <p>c) SBC wants to leave sentence in (2/13/01)</p> <p>f) Dkt 96-325, #586 limits the situation that appears to be space warehousing. (3/30/01)</p>	<p><b>Closed</b> <b>5/30/01</b></p>

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## Appendix: PHYSICAL COLLOCATION

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
		g) Though Dkt 96-325, #586 does say ILEC may impose 'reasonable restrictions on warehousing space', it does not place the determination on ILEC "solely". MCLD is not disagreeing with the criterion - just that such determinations should be mutually agreed on by the Parties. (4/23/01)		h) SBC will agree to remove the word 'solely' from the statement. (5/30/01)	
		i) MCLD agrees to the language with the removal of the word 'solely'. (5/30/01)			
<b>104</b>	Section 10	b) OK (See issue #79 on matrix)		a) Delete entire section (See issue #79 on matrix).	<b>Closed 1/30/01</b>
<b>105</b>	10.2	a) Replace both occurrences of "110" with "90"; Replace "Business" with "Calendar" in the last phrase of the paragraph.		b) This is moot because SBC deleted the paragraph	<b>Closed 1/30/01</b>
<b>106</b>	Section 12			a) SBC proposes new section, "Delivery Intervals" (which is identified as "Del.Int. 106 - Del.Int. 118". (Issues #106a - 119 on the matrix are closed b/c dealt with previous language.)	<b>Closed 1/30/01</b>

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Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
106a	12.1	b) OK contingent on some additional changes. (See Issue #107 - 112.)		<p><b>New paragraph proposed,</b> "The construction interval relates to the period in which SBC-13STATE shall construct and deliver to the Collocator the requested space. The construction interval begins on the date SBC-13STATE receives an accurate and complete Physical Collocation Application from the Collocator. The Collocator must provide the SBC-13STATE, within seven (7) days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the 50% payment of non-recurring charges (unless payment was received with application) or the construction interval provided in table below will not commence until such time as SBC-13STATE has received such response and payment. If the Collocator has not provided the SBC-13STATE such response and payment by the twelfth (12) day after the date SBC-13STATE notified Collocator its request has been granted, the application will be canceled.</p>	<p><b>Closed per SBC Rewrite sent 3/22/01; (3/30/01)</b></p>

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Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
				<p>Dedicated space is not reserved until SBC-13STATE's receipt of the confirmatory response in writing from the Collocator with applicable fees. SBC-13STATE will complete construction of all Active Collocation Space requests for Physical Collocation in accordance to the following :</p> <p>The chart reflects two columns: (1) Number of Complete and Accurate Applications by One Collocator per state or metering region, and (2) Physical Construction Intervals. The corresponding ranges and days are: 1 - 5 90 Days; 6 - 10 95 Days; 11 - 15 100 Days; 16 - 20 105 Days</p> <p>Should the Collocator submit twenty-one (21) or more applications within five (5) days, the construction interval will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above."</p>	
<b>107</b>	12.1	a) MCLD proposes inserting "calendar" between "within seven (7)" and before "days" in the 3rd sentence. (See issue #106a)		b) OK	<b>Closed</b> <b>1/30/01</b>
<b>108</b>	12.1	a) Insert "(as defined in paragraph 5.2) after "an accurate and complete" in the 2nd sentence. (See issue #106a)		b) OK	<b>Closed</b> <b>1/30/01</b>

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Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
108a	12.1	a) Delete "and deliver to the Collocator" from the 1st sentence. The table is inconsistent with the delivery of the functional space timeframes. (See clarification in issue #111 on matrix.)  b) MCLD wants to keep this sentence as originally submitted by SBC.			Closed per SBC Rewrite sent 3/22/01; (3/30/01)
109	12.1	a) MCLD proposes inserting "calendar" between "by the twelfth (12)" and before "day" in the 4th sentence. (See issue #106a)			Closed per SBC Rewrite sent 3/22/01; (3/30/01)
109a	12.1	a) "Active Collocation Space" is capitalized, yet it is not a defined term. What is the distinction?			Closed per SBC Rewrite sent 3/22/01; (3/30/01)
110	12.1  MCLD proposed language 3/5/01	a) MCLD suggest deleting "or metering region". Unclear as to what this is. (See table heading in Issue #106a.)  c) add to end of the 1st heading, "within 1 business week"		b) Not sure what a 'metering region' is either.	Closed per SBC Rewrite sent 3/22/01; (3/30/01)
111	12.1 (referencing the table in this section)	b) If this includes delivery, then these days shd be calendar days.		a) SBC to clarify that these are business days rather than calendar days. This is per the tariff.	Closed per SBC Rewrite sent 3/22/01;

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Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
	MCLD proposed language 3/5/01	c) Add to end of the 2nd heading, "(including delivery)"			3/22/01; (3/30/01)
112	12.1	a) Replace "fraction thereof" with "more" at the end of the sentence following the table. (See SBC proposed language in Issue #106a on matrix.		b) SBC accepts change (3/30/01)	Closed per SBC Rewrite sent 3/22/01; (3/30/01)
112a	12.1.1	a) MCLD does not see where we have clearly stated where SBC-13STATE has agreed to deliver a functional space to CLEC, regardless of whether construction is complete. (Concern described and discussed in Issue 111 on matrix.) MCLD proposes to insert a paragraph (numbered 12.1.1) stating, "SBC-13STATE will complete provisioning of a requested physical collocation (caged, cageless, shared, and adjacent) arrangement within 90 calendar days after receiving an application that meets SBC-13STATE's established collocation application standards."  b) MCLD wants to eliminate this proposed change. (3/5/01)		c) SBC will not agree to the word "functional" in the paragraph. (3/30/01)	Closed per SBC Rewrite sent 3/22/01; (3/30/01)
113	12.1.2	a) Insert Adjacent Collocation exceptions into this paragraph. (See issue #106a.) (1/30/01)			Closed per SBC Rewrite

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Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
	MCLD proposed language 2/6/01	<p>b) "SBC-13STATE will offer to provide and provide all forms of physical collocation (i.e., caged, cageless, shared, and adjacent) within the delivery timeframes noted in 12.1, except to the extent a state sets its own deadlines or the incumbent LEC has demonstrated to the state commission that physical collocation is not practical for technical reasons or because of space limitations."</p> <p>c) MCLD proposed language noted in b shd be numbered paragraph 12.1.1 (See note b in 112a). (3/5/01)</p>			<b>Rewrite sent 3/22/01; (3/30/01)</b>
<b>114</b>	12.2	b) Insert "functional" before "space being turned over" in the 1st sentence.		<p>a) SBC inserts new paragraph that reads, "The second fifty percent (50%) payment must be received by SBC-13STATE prior to the space being turned over to the Collocator. The cable facility assignments or actual point of termination will not be given to the Collocator by SBC-13STATE until all applicable fees have been received and no earlier than fourteen (14) days before the space turn over due date. Augment cable facility assignments with less than sixty (60) day intervals will not be given to the Collocator by SBC-13STATE until due date."</p> <p>c) OK</p>	<b>Closed per SBC Rewrite sent 3/22/01; (3/30/01)</b>

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Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
115	12.3	b) OK		a) SBC inserts new paragraph that reads, "Unless otherwise mutually agreed to by the Parties in writing, where power does not exist or in Other Central Office Space, SBC-13STATE will complete construction of requests for caged, shared, or cageless collocation within one hundred eighty (180) calendar days from receipt of Collocator's acceptance of the quotation or initial COBO (Central Office Build Out)."	<b>Closed per SBC Rewrite sent 3/22/01; (3/30/01)</b>
116	12.3.1	b) Insert "business" after "five (5)" and before "days" at both occurrences in the paragraph.  d) MCLD agrees to leave as original		a) SBC inserts new paragraph that reads, "Should the Collocator submit six (6) or more applications within five (5) days the provisioning interval will be increased by five (5) days for every five (5) additional applications."  c) SBC wld prefer to leave as original.	<b>Closed per SBC Rewrite sent 3/22/01; (3/30/01)</b>
117	12.4			a) SBC inserts new paragraph that reads, "SBC-13STATE will provide reduced construction intervals for Collocators that request the following interconnection cabling Augments. The Collocator must submit a completed Physical Collocation Application. For this reduced construction interval to apply, this application must include an up-front payment of the Application Fee and fifty percent (50%) of all applicable non-recurring charges . In addition, the application must include an accurate front equipment view (rack elevation drawing) specifying bay(s) for the Collocator's point of termination for the requested cabling.	<b>Closed per SBC Rewrite sent 3/22/01; (3/30/01)</b>

# McLeodUSA and SBC Negotiations Status Matrix

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## Appendix: PHYSICAL COLLOCATION

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
				<p>Physical Collocation Application(s) received with the up-front payment and meeting the criteria below will not require a quote or response and the construction interval will not exceed sixty (60) Calendar days.</p> <ul style="list-style-type: none"> <li>- 168 DS1 connections and/or</li> <li>- 48 DS3 connections and/or</li> <li>- 400 Copper (shielded or nonshielded) cable pair connections</li> <li>- 12 fiber connections</li> </ul> <p>These Augments will apply only when the Collocator provides a complete and accurate Physical Collocation Application and the applicable fees. The job must be an Augment for an existing Physical Collocation arrangement and consist only of connections listed above."</p>	
118	12.5			<p>a) <b>SBC inserts new paragraph that reads, "For Augments in which the Collocator requests power that exceeds current capacity ratings or augments that require placement of additional cable racks within the Active Central Office space, the construction interval will not exceed ninety (90) calendar days from receipt of accurate and complete application for such augment along with the Application Fee and fifty percent (50%) of all applicable nonrecurring charges. For all other augments, SBC-13STATE will work cooperatively with Collocator to negotiate mutually agreeable construction intervals "</b></p>	<p><b>Closed per SBC Rewrite sent 3/22/01; (3/30/01)</b></p>

# McLeodUSA and SBC Negotiations Status Matrix

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## Appendix: PHYSICAL COLLOCATION

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
119	12.6	<p>b) MCLD proposes replacing the paragraph with, "SBC-13STATE will provide to Collocator reasonable access to its designated collocation space while SBC-13STATE prepares the space for collocation. At a minimum Collocator will be allowed access during regular business hours with 2 hours notice. SBC-13STATE may provide an escort at its own expense."</p>		<p>a) SBC inserts new paragraph that reads, "SBC-13STATE and the Collocator will come to agreement regarding Collocator inspection visits during the construction of the Physical Collocation Space. These visits will be allowed during regular business hours only and will require that the Collocator be escorted by an SBC-13STATE employee. These visits will be jointly agreed upon by SBC-13STATE and the Collocator and will be determined on a case by case basis "</p>	<p><b>Closed per SBC Rewrite sent 3/22/01; (3/30/01)</b></p>
120	12.7.1	<p>a) Delete "Delivery Intervals" from the sentence; Then move the sentence to 4.1.4.3, which are the terms and conditions for adjacent collocation. <b>The sentence shd read,</b> "SBC-13STATE rates, terms and conditions for Adjacent Structure Collocation will be determined o an individual case basis (ICB)/Non Standard Collocation Request (NSCR)."</p> <p>b) There will no longer be a paragraph 12.7.1</p>		<p>c) OK</p>	<p><b>Closed per SBC Rewrite sent 3/22/01; (3/30/01)</b></p>
Delivery Intervals (Section 12)				SBC submitted new rewrite of language. Addressed in Del.Int 106 - Del.Int 118	

# McLeodUSA and SBC Negotiations Status Matrix

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## Appendix: PHYSICAL COLLOCATION

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
Del.Int 107	12.1 b <b>MCLD proposed language 3/30/01</b> <i>Also impacts paragraph 12.6.1</i>	<p>a) Replace the 3rd sentence before Table (1) with: "The delivery interval <b>for all forms of physical collocation (I.e., caged, cageless, shared, and adjacent)</b> is determined by SBC-13STATE with the variables in Table (1) below, <b>except to the extent a state sets its own deadlines or SBC-13STATE has demonstrated to the state commission that physical collocation is not practical for technical reasons or because of space limitations.</b>" (See CFR, Title 47, Part 51.323 (k)(3)(1)) (3/30/01)</p> <p>d) The proposed language incorporates the language from the order that is cited in 'a'; adjacent collocation is to be included in the process. (5/30/01)</p> <p>f) This section is addressing 'Delivery Intervals'. The delivery interval for adjacent collocation is the same as caged, cageless, and shared as stated in the language from the CFR. Adjacent collocation is only an option when physical collocation space has been exhausted, as it is stated in paragraph 4.1.4.1 where all the other terms and conditions relating to Adjacent Collocation are addressed. (7/18/01)</p>		<p>b) Need to review proposed language. (3/30/01)</p> <p>c) SBC is okay with the language, except for 'adjacent'. SBC wants to handle those on an ICB basis. (5/30/01)</p> <p>e) There is no Federal Order that states SBC must provide adjacent collocation when space has not been exhausted. (6/21/01)</p> <p>g) SBC requests that MCLD please send the language from the CFR referred to in 'a'. (7/27/01)</p>	Re-Open

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## Appendix: PHYSICAL COLLOCATION

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
		<p>h) MCLD forwarded the language, <b>which reads</b> "An incumbent LEC must offer to provide and provide all forms of physical collocation (i.e., caged, cageless, shared, and adjacent) within the following deadlines, except to the extent a state sets its own deadlines or the incumbent LEC has demonstrated to the state commission that physical collocation is not practical for technical reasons or because of space limitations." (7/30/01).</p> <p>j) MCLD agrees that adjacent collocation has to be ordered via the Collocation Application, which is covered in a previous portion of this section; Also, MCLD agrees that the delivery intervals are those standard intervals that are discussed in the 'Delivery Interval' section of this agreement (i.e., Table in paragraph 12.1). MCLD believes that the language proposed in 'a', (which is from the CFR) clarifies that Adjacent Collocation is delivered using the same intervals as the other physical collocation offerings. (8/7/01)</p> <p>n) MCLD agrees to delete the parenthetical, "(i.e. caged, cageless, shared and adjacent)" from our proposed language in 'a'. This shd address SBC's concern in 'c'. (9/13/01)</p>		<p>i) Per that language in the site that I gave you, SBC's set application practice is that a CLEC would order Adjacent Collocation via the Collocation Application, however, the build out intervals will be set standard intervals as discussed within section 12 for the other forms of Physical collocation.... (47 CFR 51.323.pdf) (7/30/01)</p> <p>k) SBC stands firm that the delivery intervals for Adjacent collocation are to be ICB rather than part of the standard intervals. This will be agree to disagree. (8/8/01)</p> <p>l) SBC wants to open this up for review by another SME. Change from Agree to Disagree to Open. (9/7/01)</p> <p>m) SBC is sending a conditional waiver for MCL's review that states that the 90-day interval in the Order for Reconsideration does not apply. The FCC's conditional waiver states that SBC does not have to meet the intervals in the Order on Reconsideration, but must meet the NY intervals unless a state commission has set other intervals. (9/11/01)</p>	

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## Appendix: PHYSICAL COLLOCATION

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
		p) MCLD to propose additional language to address/acknowledging the waiver. (9/13/01)	MCLD to propose language. (/13/01)	o) Deleting 'adjacent' is not sufficient. SBC does not accept the language b/c it does not acknowledge the waiver they have. (9/17/01)	
Del.Int. 108	12.1 Table	<p>a) What is a metering region? Cld we see the definition or standard that triggers a metering region?</p> <p>c) What is meant by "Active" and "Inactive"? (3/30/01)</p> <p>e) Based on the definitions, MCLD still has some confusion about the chart and when 'active or inactive' applies. Does 'active' imply that the SBC power source is there, or that cabling already exists and CLEC and pull the power, or does it mean that the CLEC will always be inactive b/c they have to provide their own cabling, etc?</p> <p>MCLD understands that the metering regions are high populated areas and are not going to change randomly and unexpectedly. Okay with the metering regions. (5/30/01)</p> <p>g) Does "active" mean the source of power is there and the cabling is complete? And is "inactive" when CLEC has to pull the cabling? (6/21/01)</p> <p>i) MCLD is okay with the Inactive and Active definitions, however, MCLD believes that the order for the 3rd and 4th columns shd be 126 calendar days and 156 calendar days respectively (based on the national standard for SBC). (7/30/01)</p>		<p>b) Metering Region applies to areas that have numerous COs within a state, such as TX and IL. (3/30/01)</p> <p>d) Active means there is power, Inactive means there is no power. (5/30/01)</p> <p>f) The metering regions are as follows: IL - Chicago and the Remaining state; TX - Dallas, Houston, San Antonio, and the Remaining state; and CA - LA, Bay Area, San Diego, and the Remaining state. (5/30/01)</p> <p>h) Active has nothing to do with cabling. It means that there is no power source. (7/6/01)</p> <p>j) SBC has filed tariffs with these timeframes in all the states, so they are state standards and the exception would apply. (8/2/01)</p>	Open

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Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
		<p>k) MCLD wld like to see the state statute or order for all the states indicating that these timeframes are indeed the 'state standards' for all 13 states, which wld qualify for the exception. (8/2/01)</p> <p>m) MCLD is correcting the intervals for Table 1 that we stated in 'i': In the '1-10' row, the 3rd column shd be 105 calendar days and the 4th column shd be 126 calendar days. In the '11-20' row, the 3rd column shd be 110 calendar days and the 4th column shd be 131 calendar days. (These time frames are based on the FCC Memorandum Opinion and Order, DA 00-2528, (Adopted and Released November 7, 2000))</p> <p>SBC states in 'l' that SBC is no longer providing the build out, thus FCC order time frames do not apply. MCLD questions why SBC wld have longer intervals than the FCC intervals if they are not doing the buildout? (8/8/01)</p> <p>o) MCLD wants to clarify that the time frames in the table are based on the NY standards (per the waiver). However, if SBC does not want those, then, since the waiver is in place, MCLD also proposes deleting the table. The waiver wld apply and if that does not apply, then default to state standards. We dont' need to have this table in the agreement. (9/13/01)</p>	<p>SBC to consider the options. (9/13/01)</p>	<p>l) These intervals are in the SBC tariffs. There is not a state order or statute that establishes these as a state standard. However, these intervals in the agreement are more generous than some of the tariffs. Also, SBC is only providing the space, power and basic infrastructure. The time frames referenced in the FCC orders were based on the ILEC doing the buildout. We are not doing the build out, so they don't apply. (8/8/01)</p> <p>n) SBC is sending a conditional waiver for MCL's review that states that the 90-day interval in the Order for Reconsideration does not apply. The FCC's conditional waiver states that SBC does not have to meet the intervals in the Order on Reconsideration, but must meet the NY intervals unless a state commission has set other intervals. (9/11/01)</p>	

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Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
<b>Del.Int 109</b>	12.1 a (after the Table)	a) Replace "or fraction thereof" with "or more". (3/30/01)		b) SBC says OK to this change. (3/30/01)	<b>Closed 3/30/01</b>
<b>Del.Int 110</b>	12.1 b (after the Table)	a) 3rd sentence needs clarification. (3/30/01)		b) This is per state or metering region as it is stated in the charts. MCLD shd propose language if they want to restate that again somewhere else. (5/30/01)	<b>Closed 3/30/01</b>
<b>Del.Int 111</b>	12.1 c (after the Table)  <b>MCLD proposes language 5/30/01</b>	a) What is meant by "roughed in and the assigned space has been distinctly marked by SBC-13STATE?" (3/30/01) b) MCLD does not believe "roughed in and the assigned space has been distinctly marked by SBC-13STATE" is in accordance with the FCC order. The FCC Collocation Order states, "To complete provisioning of a collocation arrangement, an incumbent LEC must finish construction in accordance with the requesting carrier's application and turn functional space over to the requesting carrier." (FCC 00-297, #30, released Aug. 10, 2000) (5/21/01) d) It is unclear that "roughed in" meets the 'end of the provisioning interval' as stated in the FCC order. MCLD proposes replacing the "roughed in" sentence with language from the order. The <b>sentence wld read, " <u>The Physical collocation delivery interval ends when SBC-13STATE finishes construction in accordance with the requesting carrier's application and turns functional space over to CLEC.</u>"</b> (5/30/01)		c) "roughed in" - are those things that SBC needs to do so that CLEC can do their job...Such as making sure there is adequate cable racking , and taping off CLEC's space... If this does not work, then can MCLD propose language? (5/30/01)  e) SBC believes "roughed in" and "in accordance with the application" are the same thing. (6/21/01)	<b>Agree to Disagree</b>

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Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
		<p>f) SBC is defining when the delivery interval ends in this sentence. MCLD's proposed language is directly from the Order, (see note "b" above), and we are firm on wanting this language included. (6/21/01)</p> <p>h) MCLD stands firm on using the language from the order and will not accept the proposed language from SBC. (7/18/01)</p>		<p>g) SBC counter proposes language, "The physical collocation delivery Interval ends when SBC-13STATE finishes construction in accordance with the requesting carrier's SBC approved application, as per the intervals discussed within Section 12." Once again, SBC can not agree to the use of the word "functional". (7/9/01)</p>	
<b>Del.Int 112</b>	<p>12.1 d (after the Table) (Same issue in paragraph 12.3 (following Table 2))</p>	<p>a) Need to have the scope of this defined. There needs to be a distinct beginning and end time frame and need clarification if this is per state. These are the same issues/concerns/questions as in paragraph 12.3 (following table 2). (3/30/01)</p> <p>c) MCLD is okay with state or metering region, however, we are still unclear as to what is meant by staggering (is this the varying dates within the 10 day time frame?), and how does MCLD know when the 10 business days referred to in the process begin or end? (5/30/01)</p> <p>e) MCLD understands that the 10 day interval is not rolling and that it begins when an application is submitted provided we are not currently in a 10 day interval. However, the language does not reflect that concept. (7/18/01)</p>		<p>b) This is per state or metering region as it is stated in the charts. MCLD shd propose language if they want to restate it again else where in the language. (5/30/01)</p> <p>d) The interval begins on the date the application is received...so if CLEC submits 1 application on the 1st day of the month, then a response will be due on the 10th...If the CLEC submits another application on the 2nd, then that application will be due by the 11th. (7/9/01)</p>	<b>Closed 8/8/01</b>

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Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
	MCLD proposes language 8/7/01	f) MCLD proposes adding, "However, for purposes of this paragraph, each physical collocation application shall be deemed submitted no more than ten (10) business days from the date in which it was actually submitted. In addition, for purposes of determining the number of applications submitted within a ten (10) business day period, each ten (10) business day period shall start with a collocation applicaiton and end ten (10) days later. A subsequent ten (10) business day period cannot begin until the previous ten (10) buisness day period has concluded." This wld follow the sentence "All Physical Collocation Applications received by SBC-13STATE from a Collocator...above staggering intervals." (8/7/01)		g) This is as we discussed. SBC agrees to the proposed language. (8/8/01)	
<b>Del.Int 113</b>	12.2  MCLD Response (5/21/01)	a) Insert "functional" before "space being turned over..." (3/30/01) <i>Same as Issue #5</i>  c) MCLD seeking clarification that the space being turned over is functional and in accordance with our application. The FCC Collocation Order states, "To complete provisioning of a collocation arrangement, an incumbent LEC must finish construction in accordance with the requesting carrier's application and turn functional space over to the requesting carrier." (FCC 00-297, #30, released Aug. 10, 2000) (5/21/01)		b) SBC does not want the word functional inserted. (3/30/01)	<b>Agree to Disagree 7/19/01</b>

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Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
		<p>d) MCLD is willing to drop 'functional' here if SBC agrees to the language (derived from the order) in Issue "Del.Int. 111, 'd'". Need to see how that is resolved before addressing this issue. (5/30/01)</p> <p>f) MCLD is firm on their position that 'functional' needs to be included. Agree to Disagree. (7/12/01)</p>		e) SBC is not going to accept the language from the order. (See response in Del.Int. #111, 'g')	
<b>123</b>	<p>13.2 MCLD proposed language change 5/21/01)</p> <p>SBC proposed language 9/11/01</p>	<p>a) In the 2nd to last sentence, Replace "regardless of" with "except to"; Delete "any such other or"; and Delete "and regardless of ". <b>The end of the sentence wld read, "...SBC-13STATE shall have absolutely no liability with respect to any action or omission by any other, except to the degree of culpability of SBC-13STATE whether any claimed SBC-13STATE liability arises in tort or in contract. (5/21/01)</b></p> <p>c) MCLD stands firm on our proposed language. (7/30/01)</p> <p>e) There is no reference to 'willful misconduct'. If SBC is proposing language, then we need to see the proposed change. However, this response may be applying to Issue #125. (9/7/01)</p> <p>h) MCLD does not agree to SBC's proposed language (g). Agree to Disagree</p>		<p>b) SBC disagrees with all proposed changes to 13.2. (7/16/01)</p> <p>d) SBC will not support this change because it is less than the standard. However, SBC will agree to the 'willful misconduct reference' only. (9/7/01)</p> <p>f) Since response appears inconsistent with the language, SBC will take back and verify response and send language accordingly. (9/7/01)</p> <p>g) SBC agrees to replacing "regardless of" with "except to" and propose the following alternate language, "except to the extent that SBC-13STATE has engaged in willfull misconduct. The last 2 sentences of paragraph 13.2 would read as follows:</p>	<b>Agree to Disagree</b>

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Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
				<p>"In addition to any other applicable limitation and except to the extent that SBC-13STATE has engaged in willful misconduct, SBC-13STATE shall have absolutely no liability with respect to any action or omission by any other, regardless of the degree of culpability of any such other or SBC-13STATE, and regardless of whether any claimed SBC-13STATE liability arises in tort or in contract. CLEC shall save and hold SBC-13STATE harmless from any and all costs, expenses, and claims associated with any such acts or omission by any Other acting for, through, or as a result of CLEC."</p>	
125	<p>17.1.1 MCLD proposed language change 5/21/01</p> <p>MCLD proposed language change 7/30/01</p>	<p>a) In the 3rd sentence, Insert "except any such damage caused by SBC-13STATE's negligence or willful misconduct," between "...the Eligible Structure" and "CLEC will hold..." (5/21/01)</p> <p>c) MCLD is okay with proposed language if there are two changes made to the 2nd sentence in paragraph 20.1.1: Replace 'including' with 'excluding'; and insert "or willful misconduct" btw "...negligence" and "of SBC-13STATE, its agents, directors,..." The end of the 2nd sentence wld read, "...regardless of cause or origin, excluding negligence or willful misconduct of SBC-13STATE, its agents, directors, officers, employees, independent contractors, and other representatives." (7/30/01)</p>		<p>b) SBC proposes 10 paragraphs number 20 - 20.7 . (See 7/16/01 email from Kathy K.)</p> <p>d) There is no paragraph 20.1.1 in original language, so MCLD's response in 'c' did not make sense. However, SME did not have the new SBC proposed language referenced in 'b'. SBC will review again. (9/7/01)</p>	<p><b>Agree to Disagree</b></p>

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Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
		f) MCLD accepts SBC's proposal to replace all of Section 17 with the language numbered 20.0 - 20.7 in the email reference above. However, MCLD stands firm on proposed change in paragraph 20.1.1 identified in Issue 125. SBC states above that SBC disagrees with MCLD's proposed change in Paragraph 20.1.1. Agree to Disagree with the SBC position regarding the proposed change to paragraph 20.1.1. (9/11/01)		e) SBC proposes replacing the entire section 17 for Insurance provision with the language that we sent on 7/16/01 email entitled "proposed legal language for Physical Collo appendix". The numbering on the language was 20.0 thru 20.7 and shd be renumbered to paragraph 17.0 thru 17.7 on the final version of the appendix. In regards to the MCLD's proposed changes to SBC's proposed Insurance language in issue 125, SBC disagrees to the changes. (9/11/01)	
126	19.4  MCLD proposed language change 5/21/01)  SBC proposed language	a) Delete the last sentence. (5/21/01)  c) MCLD stands firm on its deletion. (7/30/01)  f) MCLD accepts SBC's proposed language in 'e' contingent upon SBC accepting the insertion of 'undisputed' in the preceding sentence. Paragraph 19.4 wld read as follows:		b) SBC disagrees with all proposed changes. (7/16/01)  d) SBC disagrees. SBC is willing to limit the scope to the state where the breach occurs. SBC suggests that SBC and MCLD legal shd address this issue more appropriately. (9/7/01) e) SBC disagrees with deleting the last sentence in 19.4. We would consider limiting the scope of this limitation to the State where the material breach occurred. For example, a breach in CA would not effect us offering additional space in IL as it would in the same state of CA. For your review, the following is our proposed change to the language which starts at the end of the sentence "with respect to each State where such breach occurred or otherwise relates."	Open

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Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
		<p>"Future Negotiations -- SBC-13STATE may refuse requests for space in any Eligible structure if CLEC is in material breach of this Agreement, including having any <u>undisputed</u> past due charges hereunder. In any and each such event, CLEC hereby releases and holds SBC-13STATE harmless from any duty to negotiate with CLEC or any of its affiliates for any additional space or physical collocation with respect to each State where such breach occurred or otherwise relates." (9/11/01)</p>	<p>SBC to review proposed language (9/11/01)</p>	<p>"In any and each such event, CLEC hereby releases and holds SBC-13STATE harmless from any duty to negotiate with CLEC or any of its affiliates for any additional space or physical collocation with respect to each State where such breach occurred or otherwise relates." (9/11/01)</p>	