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# LOCAL NETWORK ACCESS SERVICES

# **COLLOCATION SERVICE**

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- 3. ORDERING CONDITIONS (Cont'd)
  - 3.1 <u>Application</u> (Cont'd)
    - (C) Reserved for Future Use
    - (D) Changes

The first application form submitted by the CLP shall be designated the original application. Original applications for collocation arrangements that have not been inspected and approved by the Company are subject to requests for minor or major changes to the services requested in the application. Changes will not be initiated until a completed application has been submitted along with the appropriate Engineering Fee, if applicable.

Major changes are requests that add telecommunications equipment that requires additional AC or DC power systems; heating, ventilation and air conditioning (HVAC) system modifications; or change the size of the cage. At the election of the CLP, major changes may be handled in one of the following two methods to the extent technically feasible.

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# 3. ORDERING CONDITIONS (Cont'd)

# 3.2 Space Availability

Subject to forecasting requirements, the Company will inform the CLP whether space is available to accommodate the CLPs request within eight (8) business days after receipt of an application. The Company's response will be one of the following:

- (1) There is space and the Company will proceed with the arrangement.
- (2) There is no space. The Company will proceed in accordance with tariff provisions pertaining to verification of space limitations.
- (3) There is no readily available space, however, the Company will determine whether space can be made available and will notify the CLP within twenty (20) business days. At the end of this period, the Company will proceed as described in (1) or (2) above.

# 3.3 Collocation Schedule

If space is available, the Company will provide to the CLP a collocation schedule describing the Company's ability to meet the physical collocation request within eight (8) business days. The CLP shall have nine (9) business days from receipt of a Company provided collocation schedule to pay 50% of the applicable non-recurring charges associated with the ordered collocation services.

If the application is deficient, the Company will specify in writing, within eight (8) business days, the information that must be provided by the CLP in order to complete the application. A CLP that resubmits a revised application curing any deficiencies in its original application within ten (10) calendar days after being informed of them shall retain its position within the collocation application queue.

# 3.4 <u>ASR</u>

Upon notification of available space, the CLP will be required to send a completed Access Service Request (ASR) form to the Company's collocation point of contact. A copy of an ASR form is included in the Collocation Services Packet.

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# 3. ORDERING CONDITIONS (Cont'd)

# 3.7 Relocation

CLP requests for relocation of the termination equipment from one location to a different location within the same premises will be handled on an ICB basis. The CLP will be responsible for all costs associated with the relocation of its equipment.

# 4. INSTALLATION AND OPERATION

- 4.1 <u>Joint Planning and Implementation Intervals for Physical Collocation</u>
  - (A) The Company and CLP shall work cooperatively in meeting the standard implementation milestones and deliverables as determined during the joint planning process. The physical (Caged and Cageless) implementation interval is seventy-six (76) business days for all standard arrangement requests which were properly forecast six (6) months prior to the application date, subject to tariff provisions for forecasting and capacity. Major construction obstacles or special applicant requirements may extend the interval by fifteen (15) business days resulting in a ninety-one (91) business day interval. The interval for collocation augments which were properly forecasted six (6) months prior to the application date, subject to tariff provisions for forecasting and capacity, is forty-five (45) business days where the necessary infrastructure is installed and available for use. Such augments are limited to the following:
    - (1) 800 2-wire voice grade terminations, or
    - (2) 400 4-wire voice grade terminations, or
    - (3) 600 line sharing/line splitting facilities, where line sharing/splitting already exists within the central office and where the CLP is eligible for line sharing/line splitting, or
    - (4) 28 DS1 terminations, or
    - (5) 24 DS3 terminations, or
    - (6) 12 fiber terminations, or
    - (7) Conversion of 2-wire to 4-wire voice grade terminations (minimum of 100 maximum of 800), or
    - (8) 2 feeds (1A and 1B) DC Power fused at 60 amps or less, or
    - (9) DC Power as defined in (8) preceding, plus any one (1) additional item as defined in (1) through (7) preceding; or 2 of the following: a) 28 DS1 terminations, b) 3 DS3 terminations or c) 12 Fiber Terminations. The CLP must have 100% of all cables terminated to the existing cross connects for the one additional item selected and the in-service capacity of that selection must be at 85% utilization or above; unless the CLP can demonstrate to the Company that: a) the previous two months trend in growth would exceed 100% of the available capacity by the end of the 45 business day augment interval or b) the CLP can demonstrate other good cause or causes to the Company that the CLP's cross-connect capacity may be exceeded by the end of the 45 business day augment interval.

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#### LOCAL NETWORK ACCESS SERVICES

### **COLLOCATION SERVICE**

# 4. <u>INSTALLATION AND OPERATION</u>

- 4.1 <u>Joint Planning and Implementation Intervals for Physical Collocation</u>
  - (B) For 2-wire to 4-wire voice grade conversions, all pairs must be spare and in consecutive 100 pair counts.
  - (C) The following standard implementation milestones, in business days, will apply unless the CLP and Company jointly decide otherwise:
    - Day 1 CLP submits completed application and associated fee.
    - Day 8 The Company notifies CLP that request can be accommodated and advises of due date.
    - Day 17 CLP notifies the Company of its intent to proceed and submits 50% payment.
    - Day 30 Material ships and is received at vendor warehouse; CLP provided splitters delivered to vendor warehouse (Line Sharing Option C only, and applicable only where the CLP is eligible for line sharing/line splitting.)
    - Day 45 Augment (as defined herein) completes.
    - Day 76 The Company and CLP attend a collocation acceptance meeting and the Company turns over the collocation arrangement to the CLP. Day 76 also applies to completion of other augments not defined herein.
  - (D) The forty-five (45) business day interval is subject to the following requirements:
    - Infrastructure to support the requested augment must be in place (e.g. cable racking from collocation space to distribution frames, relay racks for splitter shelves (Option C), frame capacity for termination blocks, cable holes, fuse positions at existing BDFBs, etc.).
    - The CLP must install sufficient equipment in its collocation space to support the requested terminations/facilities.
    - In large central office premises with complex cable runs (i.e. multiple floors), the Company may request to negotiate extensions to the forty-five (45) day interval.

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#### LOCAL NETWORK ACCESS SERVICES

### **COLLOCATION SERVICE**

# 4. INSTALLATION AND OPERATION

- 4.1 <u>Joint Planning and Implementation Intervals for Physical Collocation</u>
  - (E) A preliminary schedule will be developed outlining major milestones. The CLP and the Company control various interim milestones they must complete in order to meet the overall intervals. The interval clock will stop, and the final due date will be adjusted accordingly, for each milestone the CLP misses (day for day). When the Company becomes aware of the possibility of vendor delays, the Company will first contact the CLP to attempt to negotiate a new interval. If the Company and the CLP cannot agree, the dispute will be submitted to the Commission for prompt resolution. The Company and CLP shall conduct additional joint planning meetings, as reasonably required, to ensure that all known issues are discussed and to address any that may impact the implementation process. The Company will permit the CLP to schedule one escorted visit to the CLP's collocation space during construction. The applicable labor rates in Section 14 following will be applied for the escorted visit. In the case of extended intervals resulting from within the Company's control or resulting from vendor delays, and provided the necessary security is in place, the Company will permit the CLP access to the collocation arrangement to install equipment while the delayed work is completed, so long as it is safe to do so and the CLP work does not impair or interfere with the Company in completing the Company's work. Prior to the CLP beginning the installation of its equipment, the CLP must sign a conditional acceptance of the collocation arrangement. If the CLP elects to accept the space prior to the scheduled completion, occupancy fees shall commence upon signing a conditional acceptance of the space by the CLP.
  - (F) Interval for non-standard arrangement, including, but not limited to, adjacent collocation shall be mutually agreed upon by the CLP and the Company.
  - (G) The Company will inform the Commission as soon as it knows it will require raw space conversion to fulfill a request based on an application or forecast. Raw space conversion timeframes are negotiated on an individual case basis based on negotiations with the site preparation vendor(s). The Company will use its best efforts to minimize the additional time required to condition collocation space, and will inform the CLP of the time estimate as soon as possible.

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### **COLLOCATION SERVICE**

# 4. <u>INSTALLATION AND OPERATION</u> (Cont'd)

# 4.2 <u>Forecasting and Use of Data</u>

The Company will request from the CLP forecasts on a semi-annual basis, with each forecast covering a two-year period. The CLP will be required to update the near-term (6-month) forecasted application dates. Information requested will include central office, the month applications are expected to be sent, requested in-service month, preference for Virtual or Physical (Caged or Cageless) collocation, square footage required (Caged), number of bays (Cageless), a high-level list of equipment to be installed (Virtual), and anticipated splitter arrangements where the CLP is eligible for line sharing/line splitting. For augments, the CLP may elect to substitute alternative CLLI codes within a LATA for the forecasted demand.

If the Company has a written guarantee of reimbursement, it will examine forecasts for offices in which it is necessary to condition space, and discuss these forecasts with CLPs to determine the required space to be conditioned. If the Company commits to condition space based on forecasts, CLPs assigned space will give the Company a non-refundable deposit equal to the Engineering/Major Augment fee. The Company will perform initial reviews of requested central offices forecasted for the next six months to identify potential problem sites. The Company will consider forecasts in staffing decisions and will enter into planning discussions with forecasting CLPs to validate forecasts, discuss flexibility in potential trouble areas, and assist in application preparation.

Unforecasted demand (including augments) will be given a lesser priority than forecasted demand. The Company will make every attempt to meet standard intervals for unforecasted requests. However, if unanticipated requests push demand beyond the Company's capacity limits, the Company will negotiate longer intervals as required (and within reason). Interval adjustments will be discussed with the CLP at the time the application is received. In general, if forecasts are received less than two (2) months prior to the application date, the interval start day may be postponed as follows:

- No forecast: Interval Start Date commences 2 months after application receipt date.
- Forecast received 1 month or less prior to application receipt date: Interval Start Date commences 2 months after application receipt date.
- Forecast received greater than 1 month and less than 2 months prior to application receipt date: Interval Start Date commences 1 month after application receipt date.
- Forecast received two (2) months or more prior to application receipt date: Interval start date commences on the application receipt date.

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### COLLOCATION SERVICE

#### **INSTALLATION AND OPERATION (Cont'd)** 4.

#### 4.3 Collocation Capacity

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

If the Company augments its workforce based on CLP forecasts, the CLPs refusing to smooth demand as described in the preceding paragraph will be held accountable for the accuracy of their forecasts.

#### 4.4. **Vendor Capacity**

The Company will continuously seek to improve vendor performance for all premises work, including collocation. Since the vendors require notice in order to meet increases in demand, the Company will share CLP actual and forecasted demand with appropriate vendors, as required, subject to the appropriate confidentiality safeguards.

#### Responsibility for Vendor Delays 4.5

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

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## VIRTUAL COLLOCATION

# 16.1 <u>Description</u>

Under virtual collocation, the Company installs and maintains CLP provided equipment, which is dedicated to the exclusive use of the CLP in a collocation arrangement. A CLP provides fiber-optic facilities through Company entrance manholes for connection to the CLP virtually collocated transmission equipment that provides interconnection to Company facilities located in the premises.

The physical point of interface for connection to the virtual arrangement is referred to as manhole zero. From this manhole into the premises, the Company shall assume ownership of and maintain the fiber. From this manhole toward the CLP's location, the fiber optic cable remains the CLP's responsibility, with the CLP performing all servicing and maintaining full ownership. If the CLP is purchasing Company provided unbundled interoffice facilities as transport, the CLP entrance fiber is not required. All elements/services shall be connected to the output cables of the virtual collocation arrangement using Company designated cable assignments, not channel assignments.

Virtual collocation is offered on a first come, first served basis and is provided subject to the availability of space and facilities in each premises where virtual collocation is requested.

If the CLP requests virtual collocation of equipment other than the standard virtual arrangement, the CLP and Company will mutually agree upon the type of equipment to be virtually collocated.

# 16.2 <u>Implementation Intervals and Planning</u>

The Company and the CLP shall work cooperatively to jointly plan the implementation milestones. The Company and the CLP shall work cooperatively in meeting those milestones and deliverables as determined during the joint planning process. A preliminary schedule will be developed outlining major milestones including anticipated delivery dates for the CLP-provided transmission equipment and for training.

The Company will notify the CLP of issues or unanticipated delays, as they become known. The Company and the CLP shall conduct additional joint planning meetings, as reasonably required, to ensure all known issues are discussed and to address any that may impact the implementation process. Planning meetings shall include establishment of schedule, identification of tests to be performed, spare plug-in/card requirements, test equipment, and determination of the final implementation schedule.

The implementation interval is 76 business days for all standard arrangement requests which were properly forecast six months prior to the application dates subject to the tariff provisions governing forecasting and capacity. The CLP shall deliver the virtual collocation equipment to the Company premises by business day 40. The Company and the CLP shall work cooperatively to schedule each site on a priority-based order. The Company and the CLP shall mutually agree upon intervals for non-standard arrangements.

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#### LOCAL NETWORK ACCESS SERVICES

### **COLLOCATION SERVICE**

# 16. <u>VIRTUAL COLLOCATION(Cont'd)</u>

# 16.3 <u>Transmission Failure</u>

In the event of a transmission failure, the obligation to determine fault location, regardless of whether the fiber span is equipped with optical regeneration equipment, lies with the transmitting end. It is the responsibility of the receiving end to report incoming signal loss to the transmitting end.

## 16.4 <u>Accommodations</u>

Upon receipt of a completed application and associated Virtual Engineering fee, the Company will conduct an application review, engineering review and site survey at the requested premises. The Company will notify the CLP within eight business days of the results of this review and site survey.

The dedicated terminal equipment inside the Company's premises shall be provided by the CLP and leased to the Company for the sum of one dollar after successful installation and equipment testing by the Company. The term of the operating lease will run for the duration of the virtual collocation arrangement, at which time the CLP will remove the equipment. The CLP will retain ownership of this equipment inside the premises. The Company will operate and maintain exclusive control over this equipment inside the premises.

Where the Company uses approved contractors for installation, maintenance or repair of virtual collocation arrangements, the CLP may hire the same approved contractors directly for installation, maintenance or repair of CLP designated equipment.

Where the Company does not use contractors, CLP designated equipment and CLP provided facilities used in the provision of virtual collocation will be installed, maintained and repaired by the Company. The Company will maintain and repair the CLP designated equipment under the same timeframe and standards as its own equipment.

CLP personnel are not allowed on the Company premises to maintain and repair on virtual collocation equipment.

The Company shall monitor local premises and environmental alarms to support the equipment. The Company will notify the CLP if a local office alarm detects an equipment affecting condition.

The Company will be responsible to pull the fiber into and through the cable entrance facility (i.e., vault) to the virtual collocation arrangement. All installations into the cable entrance facility are performed by Company personnel or its agents.

No virtual collocation arrangement will be placed in service by the Company until necessary training has been completed (refer to 16.11 following).

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