1. Collocation
1.1 Description

1.1.1	General
A.	Collocation provides for access to central office cross connect points that may serve as a point of interconnection for the exchange of traffic with the Telephone Company, or for purposes of accessing unbundled network elements in those Telephone Company central offices.
B.	Physical and virtual collocation are available through fiber optic, microwave facilities or leased facilities of a third party. Collocation may be accomplished through physical collocation, virtual collocation or both, except in those instances where insufficient space is available to accommodate physical collocation.

1.1.2	Service and Installation Intervals for Physical Collocation	(C)
A.	The Telephone Company and the CLECs shall work cooperatively in meeting the standard implementation milestones and deliverables as determined during the joint planning process. The physical collocation arrangement implementation interval is 76 business days for all standard arrangement requests which were properly forecast six 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 15 business days, resulting in a 91 business day interval. Intervals for non-standard arrangements shall be mutually agreed upon by the CLEC and the Telephone Company. The interval for collocation augments which were properly forecast six months prior to the application date, subject to the tariff provisions for forecasting and capacity, is 45 business days where the necessary infrastructure is installed and available for use. Such augments are limited to the following.	(C)
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 CLEC is eligible for line sharing/line splitting, or	(C)
4.	28 DS1 terminations; or	
5.	24 DS3 terminations; or	
6.	12 fiber terminations; or	
7.	Conversion of 2W voice grade to 4W voice grade terminations (minimum 100, maximum 800). All pairs must be spare and in consecutive 100 pair counts; or	(T) (C)
8.	2 feeds (1A and 1B) DC power fused at 60 amps or less; or	(T)
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 CLEC 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 CLEC can demonstrate to the Telephone 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 CLEC can demonstrate other good cause or causes to the Telephone Company that the CLEC cross connect capacity may be exceeded by the end of the 45 business day augment interval.	(N) (N)

1. Collocation

1.1 Description

1.1.2	**Service and Installation Intervals for Physical Collocation**	(C)
B.	The forty-five (45) business day augment interval is also subject to the following requirements:	(X)
1.	Infrastructure to support the requested augment must be in place (e.g., cable racking from common area to distribution frame, relay racks for splitter shelves (Option C), frame capacity for termination blocks, cable holes, fuse positions at existing BDFBs, etc.).	(C) (C)
2.	The CLEC must install sufficient equipment in its collocation space to support the requested terminations/facilities.	
3.	In large central office premises with complex cable runs (i.e., multiple floors), the Telephone Company may request to negotiate extensions to the forty-five (45) day interval.	(C)
C.	Intervals for non-standard arrangements, including Adjacent Collocation, shall be mutually agreed upon by the CLEC and the Telephone Company.	(C) (C)(X)
D.	The following standard implementation milestones will apply, in business days, unless the Telephone Company and the CLEC jointly decide otherwise.	(C) (C)
1.	**Day 1—**CLEC submits completed application and associated fee.	
2.	**Day 8—**The Telephone Company notifies CLEC that request can be accommodated and advises of due date.	(C)
3.	**Day 17—**CLEC notifies the Telephone Company of its intent to proceed and submits 50% payment.	
4.	**Day 30**—Material ships and is received at vendor warehouse; CLEC provided splitters delivered to vendor warehouse (Line Sharing Option C only, and applicable only where the CLEC is eligible for line sharing/line splitting.)	(C)
5.	**Day 45—**Augment (as defined herein) completes.	
6.	**Day 76—**The Telephone Company and the CLEC attend collocation acceptance meeting, and the Telephone Company turns over the collocation arrangement to the CLEC. Day 76 also applies to completion of other augments not included in Section 1.1.2A preceding.	(C)
E.	A preliminary schedule will be developed outlining major milestones. The CLEC and the Telephone Company control various interim milestones they must meet to meet the overall intervals. The interval clock will stop, and the final due date will be adjusted accordingly, for each milestone the CLEC misses (day for day). The Telephone Company and the CLEC shall conduct additional planning meetings, as reasonably required, to ensure all known issues are discussed and to address any that may impact the implementation process.	(C) (C)
1.	When the Telephone Company becomes aware of possible vendor delays, it will first contact the CLEC(s) involved to attempt to negotiate a new interval. If the Telephone Company and the CLEC cannot agree, the dispute will be submitted to the PUC for prompt resolution.	(N) (N)
F.	In the case of extended intervals resulting from within the Telephone Company's control or resulting from vendor delays, and provided the necessary security is in place, the Telephone Company will permit the CLEC 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 CLEC work does not impair or interfere with the Telephone Company in completing the Telephone Company's work. Prior to the CLEC beginning the installation of its equipment, the CLEC must sign a conditional acceptance of the collocation arrangement. If the CLEC elects to accept the space prior to the scheduled completion, occupancy fees shall commence upon signing a conditional acceptance of the space by the CLEC.	(C) (C)

1. Collocation

1.1 Description

1.1.2	Service and Installation Intervals for Physical Collocation	(C)
G.		(D)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
H.		(D)

1. Collocation
1.1 Description

1.1.2	Service and Installation Intervals for Physical Collocation	(C)
I.	Raw space conversion timeframes are negotiated on an individual case basis based upon negotiations with the site preparation vendor(s). The Telephone Company will use its best efforts to minimize the additional time required to condition collocation space, and will inform the CLECs of the time estimates as soon as possible.	(C)
1.	The Telephone Company will inform the PUC as soon as it knows it will require raw space conversion to fulfill a request based on application or forecast.	
2.		(D) (D)
J.	**Forecast Requests**.	
1.	The Telephone Company will request from the CLECs forecasts on a semi-annual basis, with each forecast covering a two-year period. The CLECs will be required to update the near-term (6–month) forecasted application dates.	
2.	Information requested will include central office, month applications are expected to be sent, requested in-service month, preference for virtual or physical, and square footage required (physical) or high-level list of equipment to be installed (virtual), and anticipated splitter arrangements where the CLEC is eligible for line sharing/line splitting. For augments the CLEC may elect to substitute alternative CLLI codes within a LATA for the forecasted demand.	(C) (C)
K.	**Use of Forecasting Data**.	
1.		(D) (D)
2.	The Telephone Company will perform initial reviews of requested central offices forecasted for the next six months to identify potential problem sites; consider forecasts in staffing decisions; and enter into planning discussions with forecasting CLECs to validate forecasts, discuss flexibility in potential trouble areas and assist in application preparation.	(C)
3.	Unforecasted demand (including augments) will be given a lesser priority than forecasted demand. The Telephone Company will make every attempt to meet standard intervals for unforecasted requests. However, if unanticipated requests push demand beyond the Telephone Company's capacity limits, the Telephone Company will negotiate longer intervals as required (and within reason). In general, if forecasts are received less than two months prior to the application date, the interval start day may be postponed as follows. Any such interval adjustments will be discussed with the CLEC at the time the application is received.	(C) (C)
a.	**No Forecast Received—** Interval start date commences two months after application receipt date.	(C)
b.	**Forecast Received One Month or Less Prior to Application Date—** Interval start date commences two months after application receipt date.	(C)

1. Collocation

1.1 Description

1.1.2	**Service and Installation Intervals for Physical Collocation**	(C)
K.	(Continued)	
c.	**Forecast Received Greater Than One Month and Less Than Two Months Prior to Application Receipt Date—** Interval start date commences one month after the application receipt date.	(C)
d.	**Forecast Received Two Months or More Prior to Application Receipt Date—** Interval start date commences on the application receipt date.	(C)
4.	If the Telephone 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 CLECs to determine the required space to be conditioned.	
5.	If the Telephone Company commits to condition space based on forecasts, CLECs assigned space will give the Telephone Company a non-refundable deposit equal to the application fee.	
L.	**Telephone Company Collocation Capacity—** The Telephone 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 Telephone Company will attempt to smooth the demand via negotiations with the forecasting CLECs. If the Telephone Company and the CLEC fail to agree to smooth demand, the Telephone Company will determine if additional expenditures would be required to satisfy the spikes in demand and will work with the PUC to determine whether such additional expenditure is warranted and to evaluate cost recovery options.	
1.	If the Telephone Company augments its work force based on CLEC forecasts, the CLECs refusing to smooth demand as described in Section 1.1.2.L. will be held accountable for the accuracy of their forecasts.	(C) (C)
M.	**Vendor Delays—**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.	(N)
N.	**Vendor Capacity—**The Telephone Company will continuously seek to improve vendor performance for all central office work, including collocation. Since the vendors require notice in order to meet increases in demand, the Telephone Company will share CLEC actual and forecasted demand with appropriate vendors, as required, subject to the appropriate confidentiality safeguards.	(N)

1. Collocation
1.1 Description

1.1.3	Confidential Information
A.	CLECs are required to keep confidential all information obtained from a central office tour or review of a central office floor plan, including but not limited to the type of equipment within the central office, the location of particular equipment, and any customer names marked on the equipment. The CLEC is not permitted to take photographs during the central office tour. Notes taken and other information obtained as a result of the central office tour or examination of the Telephone Company's written materials shall be kept in confidence, shall not be open to public inspection, and disclosed only to those CLEC employees that have a need to know this information. Information learned by the CLEC as a result of the central office tour, including written materials provided in connection with the tour, may only be used in proceedings before the PUC or the FCC associated with the Telephone Company's provision of collocation in Rhode Island.
1.	Any documents submitted to the PUC or the FCC that use information from the central office tour or related written materials shall be filed under seal. Any examination of witnesses which is likely to include reference to information from the central office tour or related written materials shall be conducted during in camera proceedings, and transcripts of such proceedings shall be sealed.
2.	If any CLEC violates this section, the Telephone Company may file a complaint with the PUC seeking appropriate sanctions.

1.1.4	Access
A.	CLECs shall have unrestricted access to their designated collocation space and reasonable access to common areas (e.g., restrooms, elevators, etc.) within the Telephone Company's central office in which the CLEC's collocation space is located.

1. Collocation
1.2 Termination of Arrangement

1.2.1	Description
A.	The Telephone Company shall have the right to terminate a collocation arrangement at any time with respect to any area(s) of the Telephone Company central office premises which becomes the subject of a taking by eminent authority having such power. The Telephone Company shall notify the CLEC of such termination immediately after it receives notice of the taking. The CLEC shall have no claim against the Telephone Company for any relocation expenses, any part of any award that may be made for such taking or value of any unexpired arrangement that results from a termination by the Telephone Company under this provision, or any loss of business from full or partial interruption or interference due to any such termination. Nothing herein shall be construed as preventing the CLEC from making its own claim against the eminent authority ordering the taking of the collocated space area of the Telephone Company office premises for the CLEC's relocation expenses.
B.	If at anytime the Telephone Company reasonably determines that any CLEC's facilities or equipment or the installation of the CLEC's facilities or equipment does not meet the requirements of these terms and conditions, the CLEC will be responsible for the costs associated with the removal or modifications of such facilities to render it compliant. If the CLEC fails to correct any non-compliance with these standards within fifteen days written notice to the CLEC, the Telephone Company may have the facilities or equipment removed or the condition corrected at the CLEC's expense, subject to the dispute resolution procedures.
C.	If the Telephone Company reasonably determines that any CLEC's activities, equipment or facilities are unsafe, or are in violation of any applicable fire, environmental, health, safety or other laws or regulations, or pose an immediate threat to the safety of the Telephone Company's employees or others or to the Telephone Company's network, the Telephone Company has the right to immediately stop such activities or the operation of such facilities or equipment without prior notice. The CLEC will be charged for any costs incurred as a result of such actions.
D.	The Telephone Company may also discontinue service or cancel an application for the arrangement without incurring any liability for any of the following reasons.
1.	Upon nonpayment of any sum owing to the Telephone Company for more than thirty days beyond the date of rendition of the bill for the arrangement, the Telephone Company may, on thirty days advance notice in writing to the CLEC without incurring any liability, discontinue the furnishing of a new or existing arrangement.
2.	The Telephone Company shall be prohibited from furnishing services by order of a court or other government authority having jurisdiction.
3.	In the event of fraudulent use of the Telephone Company's network, the Telephone Company may discontinue the arrangement without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.