

APPENDIX VIRTUAL COLLOCATION

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APPENDIX VIRTUAL COLLOCATION

1. GENERAL DESCRIPTION

- 1.1 This Section of the Appendix provides for Virtual Collocation for the purpose of interconnecting to AT&T-13STATE for the transmission and routing of Telephone Exchange Service and Exchange Access pursuant to 47 U.S.C. § 251 (c)(2), and for access to AT&T-13STATE's Lawful Unbundled Network Elements ("Lawful UNEs") pursuant to 47 U.S.C. § 251(c)(3) of the Act when the virtually collocated telecommunications equipment (hereafter referred to as equipment) is provided by the Collocator.
- 1.2 The Parties intend that this Appendix contain the sole and exclusive terms and conditions by which CLEC will obtain Virtual Collocation from AT&T-13STATE pursuant to 47 U.S.C. § 251(c)(6). Except as may be specifically permitted by this Appendix, and then only to the extent permitted, CLEC and its affiliated entities hereby fully and irrevocably waive any right or ability any of them might have to purchase Virtual Collocation directly from any AT&T-13STATE tariff, and agree not to so purchase or attempt to so purchase from any AT&T-13STATE tariff that provides for 251(c)(6) Virtual Collocation. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of AT&T-13STATE to enforce the foregoing (including if AT&T-13STATE fails to reject or otherwise block applications for, or provides or continues to provide, 251(c)(6) Virtual Collocation under tariff to CLEC or any of its affiliated entities) shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder. At its option, AT&T-13STATE may either reject any application or order for 251(c)(6) Virtual Collocation submitted under tariff, or without the need for any further contact with or consent from CLEC, AT&T-13STATE may process any order for any 251(c)(6) Virtual Collocation submitted under tariff, as being submitted under this Appendix and, further, may convert any 251(c)(6) Virtual Collocation provided under tariff, to this Appendix, effective as of the later in time of the (i) Effective Date of this Agreement/Amendment, or (ii) the submission of the order by CLEC.
- 1.3 Upon request from a Collocator, AT&T-13STATE will provide one of the following maintenance alternates for its Virtual Collocation offering:
 - 1.3.1 In all of AT&T-13STATE's premises, AT&T-13STATE will offer Virtual Collocation wherein AT&T-13STATE maintains and repairs the virtually collocated equipment consistent with the rates, terms and conditions as provided for in Sections 1 through 17 of this Appendix.
 - 1.3.2 In Controlled Environmental Vault (CEV), huts and cabinets where Physical Collocation space is not available, a Collocator may opt for Virtual Collocation wherein the Collocator maintains and repairs the virtually collocated equipment as described in Section 17 following and consistent with the rates, terms and conditions as provided for throughout this entire Appendix. AT&T-13STATE may at its option, elect to offer this maintenance alternative in one or more of its Central Offices, and in one or more of its CEVs, huts and cabinets where Physical Collocation space is available. As described in Section 17, this maintenance alternative is contingent on the provision of a security escort paid for by the Collocator. In the event the FCC determines that AT&T-13STATE may not require a security escort paid for by the Collocator, then this Virtual Collocation maintenance alternative as described in this Section and in Section 17 is null and void and all Virtual Collocation will be maintained as described in Section 1 above.
- 1.4 Virtual Collocation in the Central Office is available for interconnection with AT&T-13STATE for the transmission and routing of Telephone Exchange Service and Exchange Access as well as AT&T-13STATE provided Lawful UNEs. Virtual Collocation in CEVs, huts and cabinets is available for interconnection with AT&T-13STATE provided UNEs.
- 1.5 Rates for the individual Lawful UNEs to which the Collocator wants to gain access using Virtual Collocation can be found in the Collocator's Agreement with AT&T-13STATE.

- 1.6 A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to AT&T-13STATE within AT&T-13STATE's Central Offices is contained in Section 12 (Rate Regulations). A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to AT&T-13STATE within AT&T-13STATE's CEVs, huts and cabinets is contained in 19.36.2 (Rate Elements for AT&T-13STATE CEVs, huts and cabinets).
- 1.7 Virtual Collocation provides for Interconnection to AT&T-13STATE for the Transmission and Routing of Telephone Exchange Service and Exchange Access, and for Interconnection with AT&T-13STATE provided Lawful UNEs when the Equipment is Provided by the Collocator.
- 1.8 Virtual Collocation provides for interconnection between AT&T-13STATE and the facilities of a virtual Collocator and is available for the transmission and routing of Telephone Exchange Service and Exchange Access in AT&T-13STATE Central Offices and for interconnection with AT&T-13STATE provided Lawful UNEs in AT&T-13STATE Central Offices and CEVs, huts and cabinets.
- 1.9 Virtual Collocation is available at AT&T-13STATE wire centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4 and in AT&T-13STATE CEVs, huts and cabinets. Upon request, AT&T-13STATE will provide a listing of locations of AT&T-13STATE's CEVs, huts or Cabinets.
- 1.10 The rate elements provided in this Appendix are required when Collocator uses Virtual Collocation equipment to access Lawful UNEs. Such access is provided through cross connects purchased from the Agreement. Lawful UNEs including associated cross connects are obtained from the Agreement between the Collocator and AT&T-13STATE. Cross connects associated with Lawful UNEs establish the circuit between the virtually collocated equipment, and these cross connects are the point at which services provided and purchased from the Agreement begin. Virtually collocated equipment is available as follows:
 - 1.10.1 A Collocator shall purchase from the vendor the equipment to be virtually collocated subject to the provisions as set forth below and the equipment conforming to industry safety standards as described in AT&T-13STATE's Technical Publication <https://clec.sbc.com/clec/>.
 - 1.10.2 In accordance with Section 251(c)(6) of the Act, the Collocator may collocate equipment for Virtual Collocation if such equipment is necessary for interconnection to AT&T-13STATE under 47.U.S.C. § 251(c)(2) or accessing AT&T-13STATE's Lawful UNEs under 47.U.S.C. § 251(c)(3) of the FTA 96. For purposes of this Section, "necessary" means directly related to and thus necessary, required, or indispensable to interconnection or access to Lawful UNEs. Such uses are limited to interconnection to AT&T-13STATE's network "for the transmission and routing of Telephone Exchange Service or Exchange Access," or for access to AT&T-13STATE's Lawful UNEs "for the provision of a telecommunications service."
 - 1.10.3 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. AT&T-13STATE is not required nor shall it permit the collocation of stand-alone switches or enhanced services equipment.
 - 1.10.4 In addition, AT&T-13STATE voluntarily permits Collocator collocation of certain Multifunctional Equipment included in the definition of "advanced services equipment" in section 1.3.d of the AT&T/Ameritech Merger Conditions. Under the AT&T/Ameritech Merger Condition, "advanced services equipment" is defined as follows: "(1) DSLAMs or functionally equivalent equipment; (2) spectrum splitters that are used solely in the provision of Advanced Services; (3) packet switches and multiplexers such as ATMs and Frame Relay engines used to provide Advanced Services; (4) modems used in the provision of packetized data; and (5) DACS frames used only in the provision of Advanced Services. Spectrum splitters (or the equivalent functionality) used to separate the voice grade channel from the Advanced Services channel shall not be

considered Advanced Services Equipment; any such splitters installed after the Merger Closing Date that are located at the Collocator premises shall be considered network terminating equipment."

- 1.10.5 AT&T-13STATE does not allow collocation of other Multifunctional Equipment, except that AT&T-13STATE will voluntarily allow collocation of REMOTE SWITCH MODULE (RSM) solely under the following conditions: (1) the REMOTE SWITCH MODULE (RSM) may not be used as a stand-alone switch; it must report back to and be controlled by a Collocator identified host switch and direct trunking to the REMOTE SWITCH MODULE (RSM) will not be permitted; (2) the REMOTE SWITCH MODULE (RSM) equipment must be used only for the purpose of interconnection with AT&T-13STATE's network for the transmission and routing of Telephone Exchange Service or Exchange Access or for access to AT&T-13STATE's Lawful UNEs for the provision of a telecommunications service. AT&T-13STATE voluntarily will allow Collocator to collocate, on a non-discriminatory basis, other multi-functional equipment only if AT&T-13STATE and Collocator mutually agree to such collocation.
- 1.10.6 For purposes of this Section, "Multifunctional Equipment" means equipment that has (1) functions that make the equipment "necessary for interconnection or access to Lawful UNEs" and (2) additional functions that are not "necessary" for these purposes. Such additional functions include, but are not limited to, switching and enhanced service functions. AT&T-13STATE will not allow collocation of stand-alone switching equipment or any enhanced services equipment.
- 1.10.7 AT&T-13STATE voluntarily allows Collocator to place ancillary equipment, including cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and other ancillary equipment on a non-discriminatory basis only if AT&T-13STATE and Collocator mutually agree to such placement, in AT&T-13STATE's premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.
- 1.10.8 Pending the FCC's reasonably timely remand proceedings in accordance with the Court's Opinion in GTE Service Corporation v. FCC, No. 99-1176, 2000 U.S. App. LEXIS 4111 (D.C. Cir. March 17, 2000) ("GTE Opinion"), AT&T-13STATE voluntarily will not disturb (1) equipment and (2) connection arrangements between different Collocators' equipment in an AT&T-13STATE Eligible Premises, that prior to the May 11, 2000, effective date of the GTE Opinion, were (1) in place in AT&T-13STATE or (2) requested by Collocator and accepted by AT&T-13STATE on the same basis as under the FCC's original, pre-vacated Collocation Order (Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147, First Report and Order (FCC 99-48), 14 FCC Rcd 4761 (1999)). AT&T-13STATE's agreement not to disturb these collocation arrangements pending timely completion of the remand proceedings will immediately expire if a federal or state court or regulatory agency attempts to apply any of the most favored nation provisions of the Act, of any state Merger Conditions, or of the FCC AT&T/Ameritech Merger Conditions to such arrangements or deems such arrangements to be discriminatory vis-à-vis other carriers.
- 1.10.9 All types of network equipment placed in AT&T-13STATE network equipment areas of Eligible Structures by AT&T-13STATE or Collocator must meet AT&T-13STATE minimum safety standards. The minimum safety standards are as follows: (1) Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including AT&T-13STATE) prior to January 1, 1998 with no known history of safety problems. The Collocator will be expected to conform to the same accepted procedures and standards utilized by including AT&T-13STATE and its contractors when engineering and installing equipment.

- 1.10.10 In the event that AT&T-13STATE denied Collocation of Collocator's equipment, citing Safety Standards, AT&T-13STATE will provide within five (5) business days of Collocator's written request to AT&T-13STATE representative(s), a list of AT&T-13STATE equipment placed since January 1, 1998 within the network areas of the Eligible Premise for which Collocation was denied together with an affidavit attesting that all of such AT&T-13STATE equipment met or exceeded the then current Safety Standards when such equipment was placed in the Eligible Premise.
- 1.10.11 In the event AT&T-13STATE believes that collocated equipment is not necessary for interconnection or access to Lawful UNEs or determines that the Collocator's equipment does not meet the minimum safety standards, the Collocator must not collocate the equipment unless and until the dispute is resolved in its favor. The Collocator will be given ten (10) business days to comply with the requirements and/or remove the equipment from the collocation space if the equipment already improperly was collocated. If the Parties do not resolve the dispute pursuant to the dispute resolution procedures set forth in the Agreement, AT&T-13STATE or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute. If it is determined that the Collocator's equipment does not meet the minimum safety standards above, the Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly.
- 1.10.12 Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T-13STATE's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited. Regarding safety, and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Virtual Collocation space shall not create hazards for or cause damage to those facilities, the Virtual Collocation space, or the Eligible Structure in which the Virtual Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Virtual Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix. Disputes regarding proper implementation of operating practices or technical standards may be resolved under the standards of Sections 1.12.3 of this Appendix.
- 1.11 A Collocator may arrange for a mutually agreed upon vendor/contractor to engineer and install the virtually collocated equipment the Collocator purchases and the Collocator may pay the vendor/contractor directly. The installation contractor and their activity will be under the direction and control of Collocator who will ensure that the installation contractor meets all standards and requirements for installation of equipment, as required under this Appendix. If AT&T-13STATE chooses to have its personnel present when the CLEC equipment is installed, then AT&T-13STATE's presence will be at its own expense. However, if AT&T-13STATE demonstrates that the CLEC contractor has or would have violated any standard or requirement for installation of equipment, as required under this Appendix, the CLEC is responsible for the quantifiable expense incurred by AT&T-13STATE.
- 1.12 Federal Telecommunications Act of 1996 (the "Act")
- 1.12.1 AT&T-13STATE provides Virtual Collocation for interconnection to AT&T-13STATE for the transmission and routing of Telephone Exchange Service and Exchange Access pursuant to 47 U.S.C. § 251(c)(2), and for access to AT&T-13STATE's Lawful UNEs pursuant to 47 U.S.C. § 251(c)(3).
- 1.12.2 The use of Virtual Collocation for (1) interconnection to AT&T-13STATE or (2) access to AT&T-13STATE's Lawful UNEs, in either case pursuant to 47 U.S.C. § 251(c), is available at AT&T-13STATE wire centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4, and in AT&T-13STATE CEVs, huts and cabinets.

1.12.3 In addition, the following terms and conditions contained in the **AT&T-13STATE's** Physical Collocation Appendix shall apply to Virtual Collocation arrangements provided under this Appendix, and are incorporated herein by reference: Section 2-Definitions, Section 3-Limitation of Liability and Force Majeure Events, Section 4.5-Casualty Loss, Section 5.1- Certification, Section 5.5-Hazardous Waste & Materials, Section 5.6-Safety, Section 6.5-Cancellation Prior to Due Date, Section 6.6-Billing, Section 6.7- Late Payment Charge, Section 6.8- Allowance for Interruptions, Section 9.4-Threat to Personnel, Network, or Facilities, Section 9.5-Interference or Impairment, Section 9.7-Alterations, Section 11-Re-entry.

2. DEFINITIONS

- 2.1 **Act** - "Act" means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.
- 2.2 **Active Collocation Space** - Denotes the space within an Eligible Structure that can be designated for Physical Collocation which has sufficient telecommunications infrastructure systems, including power. Space within CEVs, huts and cabinets and similar Eligible Structures that can be designated for Physical Collocation is considered to be Active Collocation Space.
- 2.3 **Adjacent Off-site Arrangement** - Where Physical Collocation space within **AT&T-13STATE** Eligible Structure is Legitimately Exhausted, and the Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and **AT&T-13STATE** shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of **AT&T-13STATE's** Central Office or Eligible Structure.
- 2.3.1 Such arrangement shall be used for interconnection or access to Lawful UNEs. When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide its own facilities to **AT&T-13STATE's** premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's Agreement. The rates established in this Appendix for Adjacent Off-site Arrangement apply only if Collocator's Adjacent off-site Arrangement is located on a property that is contiguous to or within one standard city block of **AT&T-13STATE's** Central Office or Eligible Structure.
- 2.3.2 At the time the Collocator requests this arrangement, the Collocator must provide information as to the location of the Adjacent Off-site facility, the proposed method of interconnection, and the time frame needed to complete provisioning of the arrangement. **AT&T-13STATE** shall provide a response to Collocator within ten (10) days of receipt of the application, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site Facility will be interconnected with **AT&T-13STATE's** facilities. **AT&T-13STATE** shall make best efforts to meet the time intervals requested by Collocator and, if it cannot meet the Collocator's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.
- 2.3.3 In the event that interior space in an Eligible Structure becomes available, **AT&T-13STATE** will provide the option to the Collocator to relocate its equipment from an Adjacent or an Adjacent Off-site Facility into the interior space. In the event the Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Eligible Structure will apply.
- 2.4 **Adjacent Structure** - A Collocator-provided structure placed on **AT&T-13STATE** property (Adjacent On-site) or non-Company property (Adjacent Off-site) adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible. **AT&T-13STATE** and telecommunications carrier will mutually agree on

- the location of the designated space on AT&T-13STATE premises where the adjacent structure will be placed. AT&T-13STATE will not unreasonably withhold agreement as to the site desired by Collocator.
- 2.5 **Augment** - A request from a Collocator to add equipment and/or cable to an existing Physical Collocation arrangement.
- 2.6 **Custom Work Charge** - Denotes the charge(s) developed solely to meet the construction requirements of the Collocator, (e.g., painting a cage). Custom work may not be charged to Collocator for any work performed which will benefit or be used by AT&T-13STATE or other collocators. AT&T-13STATE also may not impose a Custom Work Charge without the Collocator's approval and agreement that the custom work is not included in the provision of collocation as provided for in the rate elements contained in this Appendix. In the event an agreement between the Collocator and AT&T-13STATE is not reached regarding the Custom Work Charge, AT&T-13STATE shall complete construction of the Collocator's space pending resolution of the issue by the appropriate Commission and the Collocator may withhold payment for the disputed charges while the issue remains unresolved; however, any disputed Custom Work Charges paid by the Collocator or owed to AT&T-13STATE shall accrue interest at the rate established by the appropriate Commission. All Custom Work Charges that are approved by the appropriate Commission will be the basis for calculating a refund to a Collocator that has overpaid or the amount due to AT&T-13STATE that was not paid or underpaid. These overpaid or underpaid amounts will accrue at the above-stated interest rate on a monthly basis from the date of completion of the work or the date of payment of the disputed amount, as appropriate. In the event that the requested work will benefit all or most collocators, such work shall not be considered custom work; instead, AT&T-13STATE shall file the appropriate interconnection agreement amendment. However, AT&T-13STATE shall not delay completion of such work during the agreement approval process. AT&T-13STATE shall perform such work based upon provisional rates, subject to true up.
- 2.7 **Day** - For purposes of application and/or installation intervals, "day" denotes calendar days unless otherwise specified. However, any time period equal to or less than five days, day denotes business day.
- 2.8 **Dedicated Space** - Denotes the space dedicated for the Collocator's Physical Collocation arrangement located in AT&T-13STATE Eligible Structure.
- 2.9 **Eligible Structure** - Eligible Structure refers to AT&T-13STATE's Central Offices and serving wire centers, as well as all buildings or similar structures owned or leased by AT&T-13STATE that house its network facilities, and all structures that house AT&T-13STATE's facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.
- 2.10 **Infrastructure Systems** - The structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems, power, high efficiency filtration, humidity controls, remote alarms, compartmentation and smoke purge.
- 2.11 **Legitimately Exhausted** - Denotes when all space in a Central Office (CO) or other Eligible Structure that can be used to locate telecommunications equipment in any of the methods of collocation available under this Appendix is exhausted or completely occupied. Before AT&T-13STATE may make a determination that space in an Eligible Structure is legitimately exhausted, AT&T-13STATE must have removed all unused obsolete equipment from the Eligible Structure and made such space available for collocation; however, removal of the equipment shall not cause a delay in AT&T-13STATE's response to a Collocator's application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in Appendix General Terms & Conditions, Section 10. In making this determination, AT&T-13STATE may reserve space for transport equipment for current year plus two years. Additionally, AT&T-13STATE may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of AT&T-13STATE or for future use by AT&T-13STATE or its affiliates under conditions that are more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own use. AT&T-13STATE may reserve space for Switching, Power, Main Distribution Frame (MDF), and Digital Cross

Connect System (DCS)) up to anticipated Collocator growth over a 10-year life expectancy of the ultimate footprint of the equipment.

- 2.12 **Other (Inactive) Collocation Space** - Denotes the space within the Central Office that can be designated for Physical Collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other (Inactive) Collocation Space is applicable to space within Central Offices only; other Eligible Structures such as CEVs, huts, and vaults are considered Active Collocation Space for purposes of this Appendix.
- 2.13 **Preparation Charges** - Denotes those charges associated with the initial preparation of the Collocator's Dedicated Space.
- 2.14 **Technically Feasible** - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. A rebuttable presumption that a collocation arrangement is technically feasible shall arise if the arrangement has been deployed by any incumbent local exchange carrier in the country.
- 2.15 **Telecommunications Infrastructure Space** - Denotes the square footage or linear footage of space, including common areas, used to house telecommunications infrastructure equipment necessary to support collocation space used for interconnection with or access to Lawful UNEs of AT&T-13STATE's network.

3. PROVISIONING

- 3.1 Virtual Collocation for Interconnection to AT&T-13STATE or access to AT&T-13STATE provided Lawful UNEs is ordered as set forth in AT&T-13STATE's Interconnector's Collocation Services Handbook at <https://clec.sbc.com/clec/> for Virtual Collocation in 13-STATES. AT&T-13STATE will designate the location or locations within its wire centers, CEVs, huts and cabinets for the placement of all equipment and facilities associated with Virtual Collocation. Virtual Collocation does not involve the reservation of segregated Central Office or CEV, hut and Cabinet space for the use of Collocator.
- 3.2 AT&T-13STATE will provide Virtual Collocation for comparable equipment as it provides to itself in the Central Office, wire center, CEV, hut or Cabinet, as the case may be.

4. COLLOCATOR RESPONSIBILITIES

- 4.1 The Collocator will provide, under this Section of this Appendix, at its expense, all facilities and equipment required to facilitate interconnection and access to AT&T-13STATE's Lawful UNEs. The Collocator will, at its expense, provide the following:
 - 4.1.1 All plug-ins and/or circuit packs (working, spare, and replacements),
 - 4.1.2 All unique tools and test equipment,
 - 4.1.3 Any ancillary equipment and cabling used for remote monitoring and control,
 - 4.1.4 Any technical publications and updates associated with all Collocator-owned and provided equipment,
 - 4.1.5 All training as described in Section 12.4.16.
- 4.2 The Collocator will provide, at its expense, replacements for any recalled, obsolete, defective or damaged facilities, equipment, plug-ins, circuit packs, unique tools, test equipment, or any other item or material provided by the Collocator for placement in/on AT&T-13STATE property. Suitable replacements are to be immediately provided to AT&T-13STATE to restore equipment.
- 4.3 The Collocator will provide at least the minimum number of usable equipment spares specified by the manufacturer. Replacements must be delivered to AT&T-13STATE Central Office using the equipment spare within five (5) days of notification that a spare was used or tested defective.

5. COOPERATIVE RESPONSIBILITIES

- 5.1 AT&T-13STATE will work cooperatively with the Collocator to develop implementation plans including timelines associated with:
- 5.1.1 Placement of Collocator's fiber into the Central Office vault,
 - 5.1.2 Location and completion of all splicing,
 - 5.1.3 Completion of installation of equipment and facilities,
 - 5.1.4 Removal of above facilities and equipment,
 - 5.1.5 To the extent known, the Collocator can provide forecasted information to AT&T-13STATE on anticipated additional Virtual Collocation requirements,
 - 5.1.6 To the extent known, the Collocator is encouraged to provide AT&T-13STATE with a listing of the equipment types that they plan to virtually collocate in AT&T-13STATE's Central Offices or CEVs, huts and cabinets. This cooperative effort will insure that AT&T-13STATE personnel are properly trained on Collocator equipment.

6. INTERVALS AND PROVISIONING

- 6.1 Quote Intervals
- 6.1.1 Upon receipt of the Collocator's application and initial Planning Fee payment, AT&T-13STATE will begin development of the quotation. AT&T-13STATE will notify the Collocator as to whether its request for a Virtual Collocation arrangement has been granted or denied due to a lack of interconnection facilities or space within ten (10) calendar days of submission of the completed application.
 - 6.1.2 In responding to an application request, AT&T-13STATE shall provide the quotation of the applicable nonrecurring and recurring rates, and the estimated construction interval no later than as specified below. The Collocator has forty-five (45) calendar days from receipt of the quotation to accept the quotation. The quotation expires after forty-five (45) calendar days. After forty-five (45) calendar days, a new application and Planning Fee are required.
 - 6.1.3 Price quote intervals are as follows and will run concurrent with the ten (10) calendar day notification interval for availability of Virtual Collocation interconnection:

Number of Applications By One Collocator	Quotations Interval
1 - 5	10 Calendar Days
6 - 10	15 Calendar Days
11 - 15	20 Calendar Days
16 – 20	25 Calendar Days

- 6.1.4 Should the Collocator submit twenty-one (21) or more applications within five (5) business days, the quotation interval will be increased by five (5) business 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.
- 6.1.5 A Collocator may obtain a shorter quote interval by scheduling a meeting with AT&T-13STATE at least twenty (20) calendar days prior to submission of the first application to discuss, coordinate and prioritize the Collocator applications.
- 6.1.6 Once AT&T-13STATE has completed its review of the Virtual Collocation application form inquiry, the entire completed quote package will be forwarded to the potential Collocator in writing with a cover letter. The Collocator has forty-five (45) calendar days to remit a signed confirmation form along with a check for fifty percent (50%) of all the applicable nonrecurring charges.

6.1.7 If the Collocator fails to respond within the forty-five (45) calendar day interval, should the Collocator decide at a later time to proceed with Virtual Collocation, a new application and Planning Fee will be required.

6.2 Implementation Intervals

6.2.1 A Virtual Collocation arrangement is not reserved until the quotation is accepted. When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, **AT&T-13STATE** will allow the Collocator's vendor to begin equipment installation no later than ninety (90) calendar days from acceptance of the quotation. The Virtual Collocation interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the Virtual Collocation area.

6.2.2 The construction intervals for Virtual Collocation arrangements are noted in Table 2-1. For Virtual Collocation in Active Collocation Space where the Collocator is requesting maximum DC Power of fifty (50) amps, either in a single or in multiple feeds of fifty (50) amps (maximum fifty (50) amps per feed), the Virtual Collocation construction intervals remain as stated below. For Virtual Collocation in Active Collocation Space where a Collocator is requesting DC Power that exceeds fifty (50) amps from a single source (e.g., 100 amps) per feed, the construction interval is ninety (90) calendar days. These same construction intervals apply for Virtual Collocation in Eligible Structures such as CEVs (Vaults), huts and cabinets.

6.2.3 When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, the construction intervals for virtual are as follows:

Table 2-1

<u>Type</u>	<u>Description</u>	<u>Interval</u>	<u>Exception</u>
Virtual	Active Collocation space	90 calendar days	With AT&T-13STATE installation of bays/racks/frames
Virtual	Active Collocation space	90 calendar days	With CLEC installation of bays/racks/frames

6.2.4 Where space is not suitable for Central Office equipment (e.g., it is not Active collocation space), **AT&T-13STATE** shall have an additional thirty (30) calendar days to prepare the space. Virtual Collocation space is not reserved until the quotation is accepted.

6.2.5 When the quotation is accepted unless otherwise mutually agreed to by the Parties in writing, **AT&T-13STATE** will complete construction of Active Collocation Space requests for Virtual Collocation in ninety (90) calendar days from the receipt of the Collocator's acceptance of the quotation where power is available and the Collocator is installing all of its own bays. The Virtual Collocation construction interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the collocation area. **AT&T-13STATE** will complete construction of Active Collocation Space requests for Virtual Collocation in ninety (90) calendar days from the receipt of the Collocator's acceptance of the quotation where **AT&T-13STATE** will be installing all or some of the bays. **AT&T-13STATE** considers power to be available if sufficient power plant capacity exists, the Battery Distribution Fuse Bay (BDFB) (if used) is within 100 feet of the Collocator's space and sufficient termination capacity on the power plant and/or Battery Distribution Fuse Bay (BDFB) exists.

6.2.6 If a completion date outside the time period required herein is not agreed to by the Parties and not resolved through the Agreement's dispute resolution procedures, the issue may be presented by either Party to the appropriate Commission for determination.

6.3 Installation of Virtual Collocation Equipment

- 6.3.1 **AT&T-13STATE** does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's equipment, arrangement, or facilities.
- 6.3.2 **AT&T-13STATE** will be responsible for using the same engineering practices as it does for its own similar equipment in determining the placement of equipment and engineering routes for all connecting cabling between collocation equipment.
- 6.3.3 In this arrangement, telecommunications equipment (hereafter referred to as equipment) is furnished by the Collocator and engineered and installed by a mutually agreed upon vendor for the Collocator. The Collocator will have the authority to select installation vendors. All installations of equipment will be in accordance with the Collocator-provided installation design and must comply with manufacturer's specifications and applicable published national standards approved by the FCC, and other governmental authorities that have jurisdiction.
- 6.3.4 The Collocator and **AT&T-13STATE** must jointly accept the installation of the equipment and facilities prior to the installation of any services using the equipment. As part of this acceptance, **AT&T-13STATE** will cooperatively test the collocated equipment and facilities with the Collocator.
- 6.3.5 **AT&T-13STATE** will provide a Telephone Inventory Record Keeping System (TIRKS) and/or SWITCH print out of Actual Point of Termination/Connection Facilities Assignment (APOT/CFA) to the CLEC at collocation space turnover. This information is used to request access and line sharing services. The CLEC is responsible for payment of all non-recurring charges, where applicable, prior to receiving APOT/CFA information.

6.4 Revisions

- 6.4.1 All Revisions to an initial request for a Virtual Collocation arrangement submitted by the Collocator must be in writing via a new application form.
- 6.4.1.1 Major Revisions include:
- adding telecommunications equipment that requires additional electrical power
 - adding additional Collocator bays or equipment that impact the existing/proposed floor-space area provided to the Collocator in their quote package.
- 6.4.1.1.1 If the revision is major, a new interval for the Virtual Collocation arrangement will be established which shall not exceed two months.
- 6.4.1.2 Minor Revisions include:
- adding bays of equipment that do not significantly impact the existing/proposed electrical systems
 - adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system
 - adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system
- 6.4.1.2.1 However, minor revisions will not require that a new interval be established. No additional Planning Fees shall be applicable if the revision is minor.
- 6.4.1.2.2 This list is not all-inclusive. Any revisions to the Collocator's application not specified above must be reviewed by **AT&T-13STATE** to determine whether the revision is major or minor.

6.5 Augments

- 6.5.1 In order to request an augment, the Collocator must submit a Virtual Collocation Application Form to **AT&T-13STATE** Collocation Service Center (CSC) indicating in Section 3 of the

application that this is an "Augmentation to an Existing Arrangement." The price quote will contain the charges and the construction interval for that application.

- 6.5.2 AT&T-13STATE will work cooperatively with Collocator to negotiate mutually agreeable implementation intervals for augments.

7. EQUIPMENT PROVISIONING

- 7.1 The Collocator will arrange to deliver to AT&T-13STATE Central Office where the equipment is located a reasonable number, as recommended by the manufacturer, of all appropriate plug-ins, circuit packs and cards and any other equipment, plus all necessary circuit design and provisioning information on an agreed-upon date which is no later than two (2) business days prior to the scheduled turn-up of the Collocator's equipment.
- 7.2 For the disconnection of circuits, the Collocator will provide all circuit information no later than two (2) business days prior to the scheduled disconnection of the Collocator's circuit.
- 7.3 AT&T-13STATE does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's circuits.

8. REPAIR OF EQUIPMENT

- 8.1 Except in emergency situations, the Collocator-owned fiber optic facilities and Central Office terminating equipment will be repaired only upon the request of the Collocator. In an emergency, AT&T-13STATE may perform necessary repairs without prior notification. The labor rates specified in Section 12.4.17 apply to AT&T-13STATE Central Offices and AT&T-13STATE CEVs, huts and cabinets and are applicable for all repairs performed by AT&T-13STATE on the Collocator's facilities and equipment.
- 8.2 When initiating repair requests on Collocator owned equipment, the Collocator must provide AT&T-13STATE with the location and identification of the equipment and a detailed description of the trouble.
- 8.3 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, AT&T-13STATE will be responsible for repairing the Virtually Collocated equipment at the same standards that it repairs its own equipment.

9. MAINTENANCE OF EQUIPMENT

- 9.1 The Collocator will request any and all maintenance by AT&T-13STATE on its Virtually Collocated facilities or equipment. When initiating requests for maintenance on collocated equipment, the Collocator must provide AT&T-13STATE with the location and identification of the equipment and a detailed description of the maintenance requested.
- 9.2 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, AT&T-13STATE will be responsible for maintaining the Virtually Collocated equipment at the same standards that it maintains its own equipment.

10. ALARM COLLECTION

- 10.1 The Collocator has the ability to purchase its own remote monitoring and alarming equipment.
- 10.2 Since the maintenance of the Collocator's equipment is at the direction and control of the Collocator, AT&T-13STATE will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of the Collocator.

11. TERMINATION OF VIRTUAL COLLOCATION

- 11.1 Upon termination of the Virtual Collocation arrangement, the Collocator will work cooperatively with AT&T-13STATE to remove the Collocator's equipment and facilities from AT&T-13STATE's property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the Central Office. AT&T-13STATE is not responsible for and

will not guarantee the condition of such equipment. The Collocator is responsible for arranging for and paying for the removal of virtually collocated equipment including all costs associated with equipment removal, packing and shipping. Arrangements for and the removal of the Collocator virtually collocated equipment must be made within thirty (30) business days after termination of the Virtual Collocation arrangement, unless a different time period is mutually agreed upon. AT&T-13STATE shall be responsible for exercising reasonable caution when removing virtually collocated equipment. AT&T-13STATE will only be responsible for damage done to such equipment caused by gross negligence on the part of AT&T-13STATE or its contractors during the removal process. However, Collocator will indemnify and hold AT&T-13STATE harmless for any damage done to virtually collocated equipment if AT&T-13STATE permits the Collocator to hire a contractor approved by AT&T-13STATE to remove virtually collocated equipment. Any equipment not removed in this time frame may be removed by AT&T-13STATE and stored in a non-Company location, at the expense of the Collocator. Upon termination of the Virtual Collocation, the Collocator must remove the fiber entrance cable used for the Virtual Collocation. If the entrance cable is not scheduled for removal within seven (7) days after removal of CLEC Virtual Collocation equipment, AT&T-13STATE may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable. AT&T-13STATE and the Collocator will cooperatively manage the removal process. The Collocator is only responsible for physically removing entrance cables housed in conduits or inner-ducts and will only be required to do so when AT&T-13STATE instructs the Collocator that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the Central Office.

12. RATE ELEMENTS (AT&T-13STATE DOES ALL WORK)

- 12.1 This Section contains specific regulations governing the rates and charges that apply to Virtual Collocation for the purpose of interconnecting to AT&T-13STATE under section 251(c)(2) and for access to AT&T-13STATE provided Lawful UNEs under 251(c)(3), when the Collocator provides the equipment.
- 12.2 There are two types of rates and charges that apply to the various rate elements for Virtual Collocation. These are non-recurring charges and monthly recurring rates.
- 12.3 Rates and charges specific to Virtual Collocation for interconnection with AT&T-13STATE for the transmission and routing of Telephone Exchange Service and Exchange Access under section 251(c)(2), and for access to AT&T-13STATE provided Lawful UNEs under 251(c)(3) in AT&T-13STATE's Central Offices are set forth on Attachment 2 (Rates and Charges for AT&T-13STATE Central Offices). Rates and charges specific to Virtual Collocation for access to AT&T-13STATE provided Lawful UNEs in AT&T-13STATE CEVs, huts and cabinets are set forth on the Collocation Rate Summary (Rates and Charges for AT&T-13STATE CEVs, huts and cabinets).
- 12.4 Rate Elements for AT&T-13STATE Central Offices

Consistent with provisions in Section 6 of this Appendix, the following provides a list of the specific rate elements for Virtual Collocation for interconnection with AT&T-13STATE for the transmission and routing of Telephone Exchange Service and Exchange Access, and for access to AT&T-13STATE's provided Lawful UNEs to be used in conjunction with Virtual Collocation in AT&T-13STATE's Central Offices.

12.4.1 Planning Fee

- 12.4.1.1 The Planning Fee recovers AT&T-13STATE costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for the Collocator's request for a Virtual Collocation arrangement. The Planning Fee also provides for AT&T-13STATE personnel to survey each requested location for availability of space for the placement of entrance cables as well as to determine floor space to physically place Collocator-designated equipment expressed as a non-recurring charge. The Planning Fee is applied on an initial and subsequent

basis. The initial charge will apply to the Collocator's request for a Virtual Collocation arrangement. The subsequent planning charge will apply to any additional interconnection or power arrangements. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.2 Floor Space

12.4.2.1 This sub-element provides for the "occupancy" cost per bay framework associated with using the floor space in AT&T-13STATE's Central Offices expressed as a monthly rate. Charges for the sub-elements are specified on the Collocation Rate Summary.

12.4.3 Relay Rack (Optional)

12.4.3.1 This sub-element provides the cost per Standard Bay relay rack when provided by AT&T-13STATE expressed as a monthly rate. AT&T-13STATE's Standard Bay dimensions are 7' 0" high, and have a 23" interior width, 25" exterior width, and up to 15" deep. In those cases where an individual relay rack and associated floor space are shared by AT&T-13STATE and the Collocator or among Collocators, the floor space and relay rack associated will be apportioned on a quarter rack basis. When the standard bay relay rack is provided by the Collocator, this rate element will not apply. Charges for this element are specified on the Collocation Rate Summary.

12.4.4 Common Systems Materials

12.4.4.1 This sub-element provides the infrastructure installation and maintenance of ironwork, racking, and lighting above the equipment bays. Charges for the sub-elements are specified on the Collocation Rate Summary. The common systems sub-element is distinct for standard and non-standard. In those cases where common systems materials for an individual relay rack and associated floor space are shared with the Collocator or among Collocators, the common systems materials for the floor space and relay rack associated will be apportioned on a quarter rack basis.

12.4.5 Real Estate

12.4.5.1 These rate elements provide for AT&T-13STATE to recover the costs associated with preparing the Eligible Structure for telecommunications equipment (Site Conditioning) and securing the space (Safety and Security).

12.4.5.2 Site Conditioning

12.4.5.2.1 Permits AT&T-13STATE to recover costs associated with preparing space within the Eligible Structure for telecommunications equipment. The nonrecurring charge for this sub-element is specified on the Collocation Rate Summary.

12.4.5.3 Safety and Security

12.4.5.3.1 Permits AT&T-13STATE to recover costs associated with securing the telecommunications area used for Virtual Collocation. The nonrecurring charge for this sub-element is specified on the Collocation Rate Summary.

12.4.6 Entrance Fiber Optic Arrangement

12.4.6.1 This sub-element provides for AT&T-13STATE pulling and splicing fiber cable between the manhole and cable vault, and the subsequent routing of fiber riser cable between the cable vault and Fiber Distribution Frame (FDF). (Note: virtually collocated equipment may also be connected to dedicated transport facilities provided as Lawful UNEs in lieu the entrance fiber. When Virtually Collocated Equipment is connected to dedicated transport facilities in lieu of the entrance fiber, the terms, conditions and charges for such dedicated transport facilities are pursuant to the Agreement. No recurring or non-recurring charges for dedicated transport facilities provided as used are

applicable pursuant to this Appendix). Charges for this rate element are on the Collocation Rate Summary.

12.4.6.2 Entrance Conduit, per sheath

12.4.6.2.1 This sub-element represents any reinforced passage or opening in, on, under, over or through the ground between the first manhole and the cable vault through which the fiber optic cable is placed. Charges for this element are specified on the Collocation Rate Summary.

12.4.7 DC Power Arrangement Provisioning

12.4.7.1 This sub-element is the cable and cable rack including support and fabrication material necessary to support the virtually collocated equipment expressed as a monthly rate for either 2-20 AMP feeds or 2-50 AMP feeds. Fuse panels necessary for terminating power feeds at the Collocator's equipment bay are provided by the Collocator. In the event that a Collocator requires a power arrangement that exceeds 50 AMPS from a single source, AT&T-13STATE will cooperatively work with the Collocator using comparable rate elements as the basis for such arrangements. Cable sizing is based on List 2 design loads. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.8 DC Power Amperage Charge

12.4.8.1 DC Power per AMP

12.4.8.1.1 This is a monthly recurring charge which is determined by multiplying the per DC amp rate by the total amount of DC amps provided over one of the two power feeds ordered by the Collocator for its power arrangement. By way of example, where CLEC orders DC Power in a 20-amp increment, it will be considered to have ordered two 20-amp power feeds and AT&T will provision two (2) twenty (20) AMP DC power leads that have been fused (for a combined total of forty (40) AMPS), but AT&T shall only bill CLEC the monthly recurring charge applicable to DC Power for a total of twenty (20) AMPS. The DC power charge per amp consists of the use of: DC power plant, backup generator, batteries & rectifiers, Battery Distribution Fuse Bay (BDFB), associated hardware & cabling, and AC energy to convert to DC power. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.8.2 Heating, Ventilating, and Air Conditioning (HVAC)

12.4.8.2.1 This sub-element consists of the elements necessary to provide HVAC within the Eligible Structure to the collocation arrangement and is based on the heat dissipation required for each 10 AMPS of DC Power. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.8.3 Ground Cable Arrangement

12.4.8.3.1 The Ground Cable Arrangement is the cabling arrangement designed to provide grounding for equipment per frame expressed as a monthly rate. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. Charges for this element are specified on the Collocation Rate Summary.

12.4.9 DS0 Voice Grade Interconnection Cable Arrangement

12.4.9.1 This sub-element provides for the cost associated with providing DS0 voice grade (100 pairs) non-shielded or shielded between AT&T-13STATE's Distributing Frame and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for these sub-elements are specified on the Collocation Rate Summary.

12.4.10 DS-1 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)

12.4.10.1 This sub-element provides for the cost associated with providing 28 DS-1 cabling arrangement between AT&T-13STATE's Digital Cross Connect System (DCS) functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate.

12.4.10.2 Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.11 DS-1 Interconnection Cable Arrangement to Digital System Cross-Connect Frame (DSX)

12.4.11.1 This sub-element provides for the cost associated with providing 28 DS-1 cabling arrangement between AT&T-13STATE's Digital System Cross-Connect Frame (DSX) functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.12 DS-3 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)

12.4.12.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between AT&T-13STATE's Digital Cross Connect System (DCS) functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.13 DS-3 Interconnection Cable Arrangement to Digital System Cross-Connect Frame (DSX)

12.4.13.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between AT&T-13STATE's Digital System Cross-Connect Frame functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.14 Fiber Interconnection Cable Arrangement

12.4.14.1 This sub-element provides for the cost associated with providing 12 fibers pairs between AT&T-13STATE's FDF and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.15 Timing Source Arrangement (Optional)

12.4.15.1 AT&T-13STATE provided single signal from AT&T-13STATE's timing source to provide synchronization between a Collocator's single network element and AT&T-13STATE's equipment expressed as a recurring and non-recurring rate. Charges for this sub-element, if requested by the Collocator are specified on the Collocation Rate Summary.

12.4.16 Training

12.4.16.1 AT&T-13STATE is responsible for determining when training is necessary and how many of AT&T-13STATE's employees require training to provide 24 hour a day, seven day a week coverage for the installation, maintenance and repair of Collocator's designated equipment not currently used in a wire center selected by the Collocator for Virtual Collocation. AT&T-13STATE will be limited to request training for four (4) of AT&T-13STATE's personnel per location, unless a different number is mutually agreed upon by AT&T-13STATE and Collocator.

12.4.16.2 The Collocator may have AT&T-13STATE arrange for the required training of AT&T-13STATE's personnel. The non-recurring charges applicable for training are listed on the Collocation Rate Summary.

12.4.16.3 If AT&T-13STATE chooses not to coordinate the required training, the Collocator will assume the responsibility for providing the training. It is then the responsibility of the Collocator to:

12.4.16.3.1 arrange and pay to the supplier all costs for training sessions, including the cost of the trainer(s), transportation and lodging of such trainer(s), and required course material, and

12.4.16.3.2 arrange and pay to each individual supplier all costs associated with lodging and other than domestic transportation, such as airfare, required for AT&T-13STATE employee training.

12.4.16.3.3 arrange and pay all costs associated with AT&T-13STATE employee(s) attendance at the training, including lodging and other than local transportation, such as airfare, and employee(s) labor rate for time away from the job, required for AT&T-13STATE employee training.

12.4.16.4 AT&T-13STATE will work cooperatively with the Collocator to schedule AT&T-13STATE's personnel training time required for the installation, maintenance and repair of the Collocator's designated equipment. The Collocator will be assessed two hours of the technician additional labor charge for AT&T-13STATE's personnel time required to coordinate training activities with the Collocator. The Collocator will be responsible for reimbursement of applicable Company contractual compensation obligations for time spent as a result of the necessary training. All other charges, if applicable, specified in Collocation Rate Summary will be assessed to the Collocator.

12.4.17 Maintenance and Repair Labor Rates

12.4.17.1 Maintenance of Equipment

12.4.17.1.1 This rate element is a labor rate charged by AT&T-13STATE to the Collocator for ongoing maintenance of the Collocator's equipment. Any maintenance requirements will be initiated by the Collocator. Labor rates are based upon a 1/4 hour basis and are dependent upon day of week and time of day.

12.4.17.1.2 For purposes of this Appendix, normal weekday is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary.

12.4.17.2 Repair of Equipment

12.4.17.2.1 This rate element is a labor rate charged by AT&T-13STATE to the Collocator for repair of the Collocator's equipment. All repair will be at the direction of the Collocator.

12.4.17.2.2 Labor rates are based upon a charge for Network Operations Center (NOC) personnel to take the trouble report, create a trouble ticket, and dispatch a technician. Labor rates for actual repair of the trouble are based upon a 1/4 hour basis and are dependent upon day of week and time of day.

12.4.17.2.3 For purposes of this Appendix, normal weekday is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday excluding holidays. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary.

12.4.18 Collocation-to-Collocation Connection

This rate element includes virtual-to-virtual, and virtual-to-physical connection options.

12.4.18.1 Fiber Cable (12 Fiber Pair)

12.4.18.1.1 This sub-element provides for direct cabling using fiber cable (12 fibers pairs) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified on the Collocation Rate Summary.

12.4.18.2 Copper Cable (28 DS1s)

12.4.18.2.1 This sub-element provides for direct cabling using copper cable (28 DS1s) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified on the Collocation Rate Summary.

12.4.18.3 Coax Cable (1 DS3)

12.4.18.3.1 This sub-element provides for direct cabling using coaxial cable (1 DS3) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified on the Collocation Rate Summary.

12.4.18.4 Cable Racking and Hole

12.4.18.4.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a monthly rate specified on the Collocation Rate Summary.

12.4.18.5 Route Design

12.4.18.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific on the Collocation Rate Summary.

12.4.19 Equipment Evaluation Cost

12.4.19.1 This rate element is a labor rate charged by **AT&T-13STATE** to the Collocator for evaluating the Collocator's equipment when not meeting Level 1 Safety requirements as set forth in Telcordia Network Equipment - Building Systems (NEBS). Charges for this element are specified on the Collocation Rate Summary.

12.4.20 Test and Acceptance

12.4.20.1 This rate element is a labor rate charged by **AT&T-13STATE** to the Collocator for cooperative assisting the Collocator's approved vendor in testing and accepting the installed virtually collocated equipment. Charges for this element are specified on the Collocation Rate Summary.

12.5 Rate Elements for **AT&T-13STATE**'s CEVs, huts and cabinets

The following provides a list of the specific rate elements for Virtual Collocation for access to **AT&T-13STATE**'s provided Lawful UNEs in **AT&T-13STATE**'s CEVs, huts and cabinets.

12.5.1 Entrance Cable Fiber

12.5.1.1 This sub-element provides for the engineering of a point of appearance cable termination, preparation of work order drawings, postings of the work order and cable

data in the appropriate databases for inventory and provisioning purposes, excavation to expose existing subsurface facilities, pulling the Collocator-provided cable into the Eligible Structure, routing, securing and preparing the end for splicing or termination.

12.5.1.2 Charges for these sub-elements are specified on the Collocation Rate Summary.

12.5.2 Entrance Conduit

12.5.2.1 Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between AT&T-13STATE CEV, hut, or Cabinet and the Collocator structure. Rates and charges are as found on the Collocation Rate Summary.

12.5.3 DC Power Amperage Charge

12.5.3.1 This sub-element provides for the use of power in the hut, CEV, or cabinet based on the amount of mounting space that is used by the Collocator as measured in 2-inch increments. Charges for this sub-element are expressed as a recurring charge and can be found on the Collocation Rate Summary.

12.5.4 24-Foot CEV

12.5.4.1 This sub-element provides for the use of mounting space within a 24-foot CEV. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.5 16-Foot CEV

12.5.5.1 This sub-element provides for the use of mounting space within a 16-Foot CEV. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.6 Maxi-Hut

12.5.6.1 This sub-element provides for the use of mounting space within a maxi-hut. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.7 Mini-Hut

12.5.7.1 This sub-element provides for the use of mounting space within a mini-hut. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.8 Large Cabinet

12.5.8.1 This sub-element provides for the use of mounting space within a Large Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.9 Medium Cabinet

12.5.9.1 This sub-element provides for the use of mounting space within a Medium Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.10 Small Cabinet

12.5.10.1 This sub-element provides for the use of mounting space within a Small Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.11 Project Coordination Fee

12.5.11.1 The project coordination fee provides for AT&T-13STATE personnel to survey each requested CEV, Hut and Cabinet for availability of space for placement of copper or

fiber cables as well as to determine space for any Collocator-designated equipment. This sub-element is expressed as a non-recurring charge and is specified on the Collocation Rate Summary.

13. ALTERNATIVE VIRTUAL COLLOCATION ARRANGEMENT DESCRIPTION

- 13.1 Virtual Collocation wherein the Collocator maintains and repairs the virtually collocated equipment.
- 13.2 For purposes of virtually collocating equipment, AT&T-13STATE shall determine which Eligible Structures require access to CEVs, huts, or manholes containing concentrated cabling and other forms of equipment that requires drawings, schematics, or other engineering documents that aide in the prevention of accidental network outages. The drawings, schematics, or other engineering documents shall denote the location of the requesting Collocator's equipment and cabling without disclosing identity of equipment and cabling belonging to AT&T-13STATE and other Collocators.
- 13.3 After Collocator has been provided with written notification by AT&T-13STATE that access to CEVs, huts, or manholes containing concentrated cabling and other forms of equipment requires drawings, schematics, or other engineering documents that aide in the prevention of accidental network outages, Collocator may not enter an Eligible Structures without obtaining updated copies of drawings, schematics, or other engineering documents. Upon request, AT&T-13STATE shall immediately make available to Collocator those drawings, schematics, or other engineering documents that identify the location of the requesting Collocator's equipment and cabling. In the event the requested documents are not immediately available, AT&T-13STATE shall not prevent the Collocator from entering the Eligible Structure. If AT&T-13STATE does not immediately make the requested documents available to a Collocator and the Collocator enters the Eligible Structure, AT&T-13STATE shall deliver the requested documents to Collocator immediately upon locating same.
- 13.4 AT&T-13STATE will provide a security escort with the Collocator paying the expense for the escort. AT&T-13STATE will provide the security escort as soon as reasonably possible, or within the time frame agreed to by the Parties, at the time of notice. In the event the FCC determines that AT&T-13STATE may not require a security escort paid for by the Collocator, then this Virtual Collocation maintenance alternative as described in this Section and in Section 1.24 of this Appendix is null and void, and all Virtual Collocation will be maintained by AT&T-13STATE as described in Section 1.3 of this Appendix.
- 13.5 Prior to entering an Eligible Structure that requires drawings, schematics, or other engineering documents, Collocator must provide AT&T-13STATE with reasonable notice of the entry. Notice will be provided to AT&T-13STATE's Local Operations Center, which will be available to receive notice twenty-four (24) hours a day, seven (7) days a week. Collocator providing notice to AT&T-13STATE's Local Operations Center must specify the title and date of all drawings, schematics, or other engineering documents that will be used while in the Eligible Structure.
- 13.6 The Collocator shall conduct background checks of the technicians who have access to the collocation space. Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of AT&T-13STATE security standards. Disciplinary procedures shall be established in accordance with Section 14.3 of this Appendix to ensure the safety and integrity of the Eligible Structure, including, e.g., procedures that require the responsible employee to be terminated for certain specified actions that damage or place the equipment of AT&T-13STATE or other Collocators in jeopardy.
- 13.7 AT&T-13STATE may use security devices, e.g., identification swipe cards, keyed access, and/or logs, as appropriate for the Eligible Structure where collocation will take place.
- 13.8 AT&T-13STATE shall be permitted to recover the cost of such security devices from the Collocator in a reasonable manner. The Collocator shall provide indemnification and insurance to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by AT&T-13STATE's equipment suppliers with equivalent access.

- 13.9 Provisioning of equipment required for Virtual Collocation, e.g., power arrangements and interconnection arrangements will be provided in accordance with this Appendix.

14. OBLIGATIONS OF THE COLLOCATOR

14.1 Indemnification of AT&T-13STATE

14.1.1 Except as otherwise provided, the indemnity provisions of the Agreement between AT&T-13STATE and the Collocator shall apply and are incorporated herein by this reference. However, in no event will the provisions in this Section supersede or override the indemnification provisions contained in the Agreement between AT&T-13STATE and Collocator. Additionally, in the event of a conflict between indemnification provisions in the Agreement and this Appendix, the provisions in the Agreement will control.

14.1.2 Collocator shall indemnify and hold harmless AT&T-13STATE, the agents, employees, officers, directors and shareholders of any of them ("Indemnities"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorney's fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and any other employer obligations which may be asserted against AT&T-13STATE where such liabilities arise in connection with Collocator's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Appendix; (d) attachments, liens or claims of material persons or laborers arising out of or resulting from or in connection with this Appendix or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Collocator or a contractor or a representative of Collocator or an employee of any one of them, except to the extent such Liabilities arise from the negligence or willful or intentional misconduct of AT&T-13STATE or its employees. The provisions in this Section are reciprocal and applicable also to AT&T-13STATE.

14.1.3 AT&T-13STATE shall make best efforts to promptly notify Collocator of any suit or other legal proceeding asserting a claim for Liabilities. Upon request, Collocator shall, at no cost or expense to the Indemnitee, defend any such suit or legal proceeding asserting a claim for Liabilities, and Collocator shall pay any costs and attorneys' fees that may be incurred by any Indemnitee in connection with any such claim, proceeding or suit. Collocator shall also (a) keep AT&T-13STATE and any other Indemnitee subject to any such claim fully informed as to the progress of such defense, and (b) afford AT&T-13STATE and such Indemnitee, each at its own expense, an opportunity to participate on an equal basis with Collocator in the defense or settlement of any such claim.

14.2 Insurance

The Collocator agrees to maintain, at all times, the following minimum insurance coverages and limits and any additional insurance and/or bonds required by law:

14.2.1 Workers' Compensation insurance with benefits afforded under the laws of the State of AT&T-13STATE and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.

14.2.2 Commercial General Liability insurance with minimum limits of: \$2,000,000 General Aggregate limit; \$1,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$2,000,000 Products/Completed Operations Aggregate limit, with a \$1,000,000 each occurrence sub-limit for Products/Completed Operations.

- 14.2.2.1 Fire Legal Liability sub-limits of \$300,000 are required for lease agreements. AT&T-13STATE will be named as an Additional Insured on the Commercial General Liability policy.
- 14.2.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles. All Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure.
- 14.2.4 Collocator releases AT&T-13STATE from and waives any and all right of recovery, claim, action or cause of action against AT&T-13STATE, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of AT&T-13STATE, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against AT&T-13STATE, and any rights of Collocator against AT&T-13STATE for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that AT&T-13STATE has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Virtual Collocation arrangement provided under this Appendix.
- 14.2.5 AT&T-13STATE requires that companies affording insurance coverage have a B+ VII or better rating, as rated in the A.M. Best Key rating Guide for Property and Casualty Insurance Companies.
- 14.2.6 A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. The insurance provisions and requirements are reciprocal to AT&T-13STATE as well. If a certificate is not received, AT&T-13STATE will notify the Collocator and the Collocator will have five (5) business days to cure the deficiency.
- 14.2.7 If the Collocator does not cure the deficiency within five (5) business days, Collocator hereby authorizes AT&T-13STATE, and AT&T-13STATE may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. AT&T-13STATE will invoice Collocator for the costs incurred to so acquire insurance.
- 14.2.8 The cancellation clause on the certificate of insurance will be amended to read as follows:
"SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER."
- 14.2.9 The Collocator shall also require all contractors who may enter the Eligible Structure to maintain the same insurance requirements listed above.
- 14.2.10 Self-insurance in lieu of the insurance requirements listed preceding shall be permitted if the Collocator 1) has a tangible net worth of Fifty (50) Million dollars or greater, and 2) files a financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability to self-insure shall continue so long as the Collocator meets all of the requirements of this Section. If the Collocator subsequently no longer satisfies this Section, the coverage requirements described above shall immediately apply.

14.3 Conduct While in AT&T-13STATE Eligible Structures

14.3.1 Collocator and AT&T-13STATE will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other property of AT&T-13STATE for certain specified actions that damage, or place the equipment, facilities, or the network or the personnel of the Collocator or AT&T-13STATE in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the Collocator or AT&T-13STATE in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other property of AT&T-13STATE:

14.3.1.1 Theft or destruction of AT&T-13STATE's or Collocator's property;

14.3.1.2 Use/sale or attempted use/sale of alcohol or illegal drugs on AT&T-13STATE's property;

14.3.1.3 Threats or violent acts against other persons on AT&T-13STATE's property;

14.3.1.4 Knowing violations of any local, state or federal law on AT&T-13STATE's property;

14.3.1.5 Permitting unauthorized persons access to AT&T-13STATE or Collocator's equipment on AT&T-13STATE's property; and

14.3.1.6 Carrying a weapon on AT&T-13STATE's property.

14.3.2 In addition, Collocator and AT&T-13STATE will take appropriate disciplinary steps as determined by each Party to address any violations reported by AT&T-13STATE or the Collocator of AT&T-13STATE's policies and practices on security, safety, network reliability, and business conduct as defined in AT&T-13STATE's Interconnector's Collocation Services Handbook at <https://clec.sbc.com/clec> for Virtual Collocation in 13-STATES, provided the Handbook and any and all updates to it are timely provided to Collocator at no charge.

14.3.3 Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of AT&T-13STATE security standards. Collocator personnel and technicians will undergo the same level of security training, or its equivalent that AT&T-13STATE's own employees and authorized contractors must undergo. AT&T-13STATE will not, however, require Collocator to receive security training from AT&T-13STATE, but will provide information to Collocator on the specific type of training required. Collocator can then provide its employees with their own security training. Qualification program and security training details shall be included in AT&T-13STATE's Interconnector's Collocation Services Handbook for Virtual Collocation in AT&T-13STATE.

15. COOPERATIVE RESPONSIBILITIES

15.1 Qualification of Collocator

15.1.1 Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of AT&T-13STATE's security standards. Collocator personnel and technicians will undergo the same level of security training, or its equivalent that AT&T-13STATE's own employees and authorized contractors must undergo. AT&T-13STATE will not, however, require Collocator to receive security training from AT&T-13STATE, but will provide information to Collocator on the specific type of training required. Collocator can then provide its employees with their own security training. Qualification program and security training details shall be included in AT&T-13STATE's Interconnector's Collocation Services Handbook at <https://clec.sbc.com/clec> for Virtual Collocation in 13-STATES.

16. RATE REGULATIONS

The rate element descriptions and rates and charges included in Section 14 preceding apply to this Virtual Collocation alternative wherein the Collocator maintains and repairs the virtually collocated equipment. Additional rate elements and rates apply to this alternative as provided for below.

16.1 Rate Elements for AT&T-13STATE's Offices

16.1.1 This security escort charge consists of the charges for AT&T-13STATE provided security escorts for Collocator Vendor's access to their Virtual Collocation space in staffed and unstaffed Central Offices. Any escort requirements will be initiated by the Collocator. Labor rates are based upon a ¼ hour basis and are dependent upon day of week and time of day. For purposes of this Appendix, normal week day is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. The billing period will start at the time the technician is contacted. This will allow for travel time to reach the agreed meet point. Access requests outside of normal business hours or for unstaffed Central Offices which are cancelled will be subject to the minimum four (4) hour call out charge. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary.

16.2 Rate Element for AT&T-13STATE's CEV, Hut, and Cabinets

16.2.1 The security escort charge consists of the charges for AT&T-13STATE provided security escorts for Collocator Vendor's access to their Virtual Collocation space in CEVs, huts and cabinets. Any escort requirements will be initiated by the Collocator. Labor rates are based upon a 1/4 hour basis. The billing period will start at the time the technician is contacted. This will allow for travel time to reach the agreed upon meet point. Access requests which are cancelled will be subject to the minimum four (4) hour call-out charge. Rates and charges are as found on the Collocation Rate Summary.

16.3 Application of Rates and Charges

16.3.1 Beginning on and after the Effective Date of this agreement, the Parties agree that the rates and charges for Collocation shall be as set forth in this Appendix and in the Pricing Schedule applicable to collocation ("Collocation Rates"). The Parties agree that the Collocation Rates shall apply, on a prospective basis only, beginning on the Effective Date of this agreement, to all existing CLEC collocation arrangements, including those established before the Effective Date of this agreement. Because the Collocation Rates will apply on a prospective basis only, neither Party shall have a right to retroactive application of the Collocation Rates to any time period before the Effective Date, and there shall be no retroactive right of true-up for any time period before the Effective Date.

17. CDOW (CLECs DOING OWN WORK) - COLLOCATOR RESPONSIBILITIES

When the Collocator selects the option to provide, install, and terminate its interconnection and power cabling with an AT&T-13STATE Approved Vendor, the following Sections will apply. However, the terms and conditions within CDOW are not comprehensive. There are terms and conditions from the preceding Sections of this same Appendix that still apply for CDOW for rate elements that are not specifically addressed within Section 17 following.

17.1 Interconnection Cable

17.1.1 The Collocator has the option to provide, install and terminate its interconnection cabling between the Collocator's dedicated space and AT&T-13STATE Main Distribution Frame (MDF) or its equivalent by AT&T-13STATE Approved Vendor. This option is only available if Collocator does all three (3) activities associated with interconnection cabling: provide, install and terminate. The Collocator may not elect to do some but not all the activities. Collocator must indicate on its Virtual Collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its power cable leads described in Section 17.2. If Collocator selects this option, AT&T-13STATE will install and stencil termination blocks or panels at AT&T-13STATE Main Distribution Frame (MDF) or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to the Collocator's AT&T-13STATE Approved Vendor. Intervals and provisioning for this offering are found in Section 17.3.1 through 17.3.5. The Collocator's AT&T-13STATE Approved Vendor

must obtain an approved Method Procedure (MOP) from AT&T-13STATE and follow AT&T-13STATE's Technical Publication TP 76300MP for installation of equipment and cable facilities.

17.2 DC Power Arrangement Provisioning

17.2.1 The Collocator has the option to provide, install and terminate its power cable leads between the Collocator's Dedicated Space and AT&T-13STATE's Battery Distribution Fuse Bay (BDFB) by AT&T-13STATE Approved Power Installation Vendor. When AT&T-13STATE designated power termination point is at the Power Plant Primary Distribution, the Collocator's AT&T-13STATE Approved Power Installation Vendor will provide and install the power cable leads, but not terminate.

17.2.2 The Collocator must contact AT&T-13STATE project manager five (5) business days prior to scheduling a request for the termination of the Collocator's power cable leads to AT&T-13STATE Power Plant Primary Distribution, which will be performed by AT&T-13STATE. This option is only available if the Collocator does all three (3) activities associated with the power cable lead unless described otherwise within this Section.

17.2.3 The Collocator may not elect to do some but not all the activities unless otherwise permitted in this Section. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its interconnection cabling described in Section 17.1. Intervals and provisioning for this offering are found in Section 17.3.1 through 17.3.5. The Collocator's AT&T-13STATE Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from AT&T-13STATE and follow AT&T-13STATE's Technical Publication TP 76300MP for installation of equipment and cable facilities.

17.3 Intervals and Provisioning

17.3.1 Implementation Intervals when CLEC hires AT&T-13STATE Approved Vendor Installs Interconnection and Power Cabling.

17.3.1.1 AT&T-13STATE will provide Virtual Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. The determination whether there is sufficient space to accommodate Virtual Collocation at a particular Eligible Structure will be made initially by AT&T-13STATE. AT&T-13STATE will notify Collocator as to whether its request for space has been granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Virtual Collocation Application. If AT&T-13STATE determines that Collocator's Virtual Collocation Application is unacceptable, AT&T-13STATE shall advise Collocator of any deficiencies within this ten (10) calendar day period. AT&T-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 Virtual Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of the deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Virtual Collocation Application will not be considered a deficiency, but rather as a new Virtual Collocation Application with a new ten (10) calendar day space notification and a new delivery interval. The delivery intervals set forth in this Section 17.3 is for new and augment Virtual Collocation Applications apply only when the Collocator installs interconnection and power cabling.

17.3.1.2 The delivery interval relates to the period in which AT&T-13STATE shall construct and turnover to the Collocator's AT&T-13STATE Approved Vendor the requested Virtual Collocation Space. The delivery interval begins on the date AT&T-13STATE receives a complete and accurate Virtual Collocation Application from the Collocator. The Collocator must provide AT&T-13STATE, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of non-recurring

charges (unless payment was received with application) or the delivery interval provided in table below will not commence until such time as **AT&T-13STATE** has received such response and payment. If the Collocator has not provided **AT&T-13STATE** such response and payment by the twelfth (12th) calendar day after the date **AT&T-13STATE** notified Collocator its request has been granted, the application will be canceled. Dedicated space is not reserved until **AT&T-13STATE**'s receipt of the confirmatory response in writing from the Collocator with applicable fees. The delivery interval for Virtual Collocation is determined by **AT&T-13STATE** taking into consideration the various factors set forth in Table (1) below including, without limitation, the number of all Virtual Collocation Applications submitted by Collocator and the need for additional preparation of the space such as overhead racking, additional power or HVAC. The delivery interval assigned will be provided to the Collocator by **AT&T-13STATE** with the ten (10) calendar day space notification. Each complete and accurate Virtual Collocation Application received by **AT&T-13STATE** from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Table 1

Number of All Applications submitted by One Collocator per state or <u>metering region</u>	Overhead Iron/Racking Exists for Virtual Collocation <u>Space Use</u>	Overhead Iron/Racking Does Not Exist for Virtual Collocation <u>Space Use</u>	Additional Power or HVAC is Required for Virtual Collocation <u>Space Use</u>
1 – 10	60 calendar days	80 calendar days	180 calendar days
11 - 20	65 calendar days	85 calendar days	185 calendar days

17.3.1.3 Should the Collocator submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals 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 the delivery intervals set forth in Table (1) above will be re-started. All Virtual Collocation Applications received by **AT&T-13STATE** from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals. The Virtual Collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by **AT&T-13STATE**.

17.3.1.4 For example, but not by way of limitation, if a Collocator submits twelve (12) complete and accurate Virtual Collocation Applications in a state, the delivery intervals assigned by **AT&T-13STATE** will depend on which variables apply within each Eligible Structure Virtual Collocation is requested:

17.3.1.5 If Applications (1-4) are for Virtual Collocation Space where overhead racking exists, the delivery intervals assigned will be sixty (60) days. If Applications (5-11) are for Virtual Collocation Space where overhead racking does not exist, the delivery intervals assigned to Applications (5-10) will be eighty (80) calendar days and Application (11) will be assigned eighty five (85) calendar days. The Virtual Collocation Application (12) was requested in an Eligible Structure that needs additional HVAC added and would be assigned one hundred and eight five (185) calendar days.

17.3.2 Payment

- 17.3.2.1 The second fifty percent (50%) payment must be received by AT&T-13STATE prior to the space being turned over to the Collocator's AT&T-13STATE Approved Vendor. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator's AT&T-13STATE Approved Vendor by AT&T-13STATE.

17.3.3 Cable Augments

- 17.3.3.1 For the following interconnection cabling Augments, the Collocator must submit a complete and accurate Virtual Collocation Application:
- 17.3.3.1.1 168 DS1 connections and/or
 - 17.3.3.1.2 48 DS3 connections and/or
 - 17.3.3.1.3 400 Copper (shielded or nonshielded) cable pair connections and/or
 - 17.3.3.1.4 12 fiber pair connections
- 17.3.3.2 This application must include an up-front payment of the Application Fee and fifty percent (50%) of all applicable non-recurring charges.
- 17.3.3.3 The cabling Augment interval is determined by AT&T-13STATE taking into consideration the various factors set forth in Table (2) below including, without limitation, the number of all Virtual Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead racking and additional power. The cabling Augment interval assigned will be provided to the Collocator by AT&T-13STATE with the ten (10) calendar day Augment notification. Each complete and accurate Virtual Collocation Application received by AT&T-13STATE from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Number of All Applications submitted by One Collocator per state <u>or metering region</u>	Necessary Elements such as Iron/Racking and Power exist for Virtual Collocation <u>Use</u>	Necessary Elements such as Iron/Racking and Power does not exist for Virtual Collocation <u>Use</u>
1 – 10	30 calendar days	60 calendar days
11 - 20	35 calendar days	65 calendar days

- 17.3.3.4 Should the Collocator submit twenty-one (21) or more Virtual Collocation Applications for cabling Augments within ten (10) business days, the above cabling Augment intervals will be increased by five (5) days for every five (5) additional application or fraction thereof. Any material revision to a Virtual Collocation Application for cabling Augments will be treated as a new application and the cabling Augment delivery intervals set forth in Table (2) above. All cabling Augment applications received by AT&T-13STATE from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.
- 17.3.3.5 For example, but not by way of limitation, if a Collocator submits twelve (12) Virtual Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Eligible Structure requested:
- 17.3.3.6 If Applications (1-4) are for Virtual Collocation cabling Augments where necessary elements such as overhead racking and power exists, the delivery interval assigned will be thirty (30) calendar days. If Applications (5-12) are for Physical Collocation where

necessary elements such as overhead racking and power does not exist, the delivery interval assigned to Applications (5-10) will be sixty (60) calendar days and for Applications (11-12) sixty five (65) calendar days.

17.3.4 All Other Augments

17.3.4.1 For all Augments other than provided above, **AT&T-13STATE** will work cooperatively with Collocator to negotiate a mutually agreeable delivery intervals.

17.3.5 Walk-Through Visit

17.3.5.1 Within twenty (20) calendar days or mutually agreed upon time, from **AT&T-13STATE**'s receipt of the confirmatory response in writing to continue construction on the Virtual Collocation job requested along with the 50% payment of non-recurring charges (unless payment was received with application), Network Support and/or appropriate departments will schedule a walk through visit with the CLEC and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

17.4 Rates Elements for **AT&T-13STATE** Central Offices

17.4.1 DC Power Arrangement Provisioning

17.4.1.1 When the Collocator selects the option to install the power cable by **AT&T-13STATE** Approved Power Installation vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. This is expressed as a monthly rate as specified on the Collocation Rate Summary.

17.4.2 DS0 Voice Grade Cable Arrangement

17.4.2.1 When the Collocator selects the option to provide and install the interconnection cabling by a **AT&T-13STATE** approved vendor, the DS0 Voice Grade Terminal blocks at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.3 DS-1 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)

17.4.3.1 When the Collocator selects the option to provide and install the interconnection cabling by **AT&T-13STATE** approved vendor, the DS-1 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.4 DS-1 Interconnection Cable Arrangement to Digital System Cross-Connect Frame

17.4.4.1 When the Collocator selects the option to provide and install the interconnection cabling by **AT&T-13STATE** approved vendor, the Digital System Cross-Connect Frame at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.5 DS-3 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)

17.4.5.1 When the Collocator selects the option to provide and install the interconnection cabling by **AT&T-13STATE** approved vendor, the DS-3 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.6 DS-3 Interconnection Cable Arrangement to Digital System Cross-Connect Frame

17.4.6.1 When the Collocator selects the option to provide and install the interconnection cabling by **AT&T-13STATE** approved vendor, the Digital System Cross-Connect Frame at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed

as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.7 Fiber Interconnection Cable Arrangement

17.4.7.1 When the Collocator selects the option to provide and install the interconnection cabling by a **AT&T-13STATE** approved vendor, the Fiber terminating panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.8 Collocation to Collocation Connection

17.4.8.1 This rate element include virtual to virtual and virtual to physical connection options.

17.4.8.1.1 Fiber Cable (12 Fiber Pair)

17.4.8.1.1.1 When the Collocator selects the option to provide and install the interconnection cabling by a **AT&T-13STATE** approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.8.2.1 Copper Cable

17.4.8.2.1.1 When the Collocator selects the option to provide and install the interconnection cabling by a **AT&T-13STATE** approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.8.3.1 Coax Cable

17.4.8.3.1.1 When the Collocator selects the option to provide and install the interconnection cabling by a **AT&T-13STATE** approved vendor, the charge for on-going maintenance will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.8.4.1 Cable Racking and Hole

17.4.8.4.1.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two collocation arrangements and the required terminations at each Virtual Collocation arrangement(s) at an Eligible Structure. This sub-element is expressed as a monthly rate specified on the Collocation Rate Summary.

17.4.8.5.1 Route Design

17.4.8.5.1.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific on the Collocation Rate Summary.