
ACCESS SERVICE

16. Expanded Interconnection Services

16.1 Service Description

16.1.1 General

Expanded Interconnection Service (EIS) provides Customers with the capability to collocate equipment used for interconnection and/or access to unbundled network elements (UNEs) in the Telephone Company central offices and access tandems and interconnect those facilities with switched and special access facilities of the Telephone Company. EIS will be provided in Telephone Company central offices and access tandems where space is available and in accordance with Sections 64.1401 and 64.1402 of the FCC Rules and Regulations in 47 C.F.R. EIS includes both physical and virtual collocation.

Expanded Interconnection Service is offered pursuant to Federal Communications Commission Orders in Docket Nos. 91-141, 96-98, and 98-147.

16.1.2 Physical Collocation

Physical Collocation occurs when the collocator's equipment is actually located within the central office.

Caged Collocation-provides a collocator with an individual enclosure. This enclosure is an area designated by The Telephone Company within the Central Office structure to be used by the collocator for the sole purpose of installing, maintaining and operating the collocator-provided equipment. The Telephone Company will provide floor space based on a square foot basis, and other associated requirements such as power and environmental conditioning.

Cageless Collocation-is a method of provisioning which is similar to that which The Telephone Company would perform in its own lineups and bays. Cageless collocation is offered on a per bay basis. The Telephone Company will provide the infrastructure, cable racks and lighting to support a bay layout. No enclosure is provided with cageless collocation.

16.1.3 Virtual Collocation

Virtual Collocation is a type of collocation in which the collocator is considered to be located in the Central Office or tandem, even though it is physically located externally.

Virtual Collocation is provided, as a solution, when available space in the Central Office has been exhausted. Virtual collocation arrangement occurs outside the central office in a manhole or other similar location. The Telephone Company's personnel install, maintain and repair the facilities equipment up to the point of interconnection at the customer's physical collocation.

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16. Expanded Interconnection Services (Cont'd)16.2 Provision of EIS16.2.1 General

- (A) EIS is available only from company central offices where suitable technical capability exists. When EIS is provided as Physical EIS, the Customer's equipment is installed and maintained by the Customer's personnel or agents.
- (B) The customer's equipment must conform to reasonable safety regulations and requirements, which are the same as that imposed by the Company on its own equipment.
- (C) The Company will permit collocation of all equipment used for interconnection and/or access to unbundled network elements (UNEs), even if it includes a switching or enhanced services function. Furthermore, the Company will not require that the switching or enhanced services functionality of equipment be disengaged.
- (D) Caged physical collocation is provided subject to a minimum space requirement of 50 square feet.
- (E) Cageless Collocation will be assigned in 10 or 18 square foot increments on a first-come-first-serve basis. Cageless will be offered to accommodate two (2) sizes. The typical standard size bay type will be 19/23-inches wide, 12/15-inches deep, 7 feet high. Due to egress needs the minimum size of space is 10 square feet for one standard bay. The larger bay size cabinet will require a 36-inch deep cabinet with swing out doors and will require a minimum of 18 square feet. The Telephone Company will provide Collocators with cageless physical collocation in any space in the eligible structure which is not occupied by the Company's personnel and/ or occupied or reserved for the Company's network or needed for access to equipment in use.
- (F) Virtual Collocation is not subject to any space restrictions, but must be in reasonable proximity to the Company's central office.
- (G) The Company provides standard testing and coordination functions as part of its provisioning and rates. Additional installation coordination and testing will result in additional charges for use of the Company's employee's on the basis of the time required. Rates for such additional labor are found in Sections 20.1.9, 20.2.9, 20.4.9, and 20.5.9, of this Tariff.

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16. Expanded Interconnection Services (Cont'd)16.2 Provision of EIS (Cont'd)16.2.1 General (Cont'd)

- (H) The provision of Expanded Interconnection as set forth in this tariff does not constitute a joint undertaking of the Telephone Company and the Interconnector for the furnishing of any service.
- (J) When facilities are not available to meet an order for Expanded Interconnection, the Telephone Company may construct additional facilities in accordance with the provisions for Special Construction as set forth in the applicable Interstate Special Construction Tariff. (C)
- (K) Customer provided facilities and equipment are subject to the regulations, terms and conditions, and rates and charges specified in all sections of this Tariff.
- (L) The Telephone Company is not responsible for the design, engineering, testing, maintenance or performance of the Customer's equipment and facilities.
- (M) The Telephone Company is not required to purchase additional plant or equipment, to relinquish floor space or facilities designated for Telephone Company use, to undertake construction of new central office or to construct additions to existing central offices to satisfy a Customer request (except as required by applicable FCC regulations).
- (N) The Company will require collocation personnel to undergo the same level of security and safety training, or it's equivalent, as is required of the Company's own employees.

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16. Expanded Interconnection Services (Cont'd)

16.2 Provision of EIS (Cont'd)

16.2.2 Responsibility of the Telephone Company

- (A) The Telephone Company will provide EIS, within the limitations of space and facilities, to Customers on a first-come, first-served basis. Establishment of the order in which the central office space will be offered to Customers will be determined by the date and time that the ordering Customer's completed Application Form and Processing Fee, as set forth following, are received by the contact point at the Telephone Company.
- (B) The emergency provisioning and restoration of interconnection service shall be in accordance with Part 64, Subpart D, Paragraph 64.401, of the FCC's Rules and Regulations, which specifies the priority for such activities.
- (C) The Telephone Company may not refuse to permit collocation of equipment on the grounds that it does not meet performance, rather than safety, requirements.
- (D) The Telephone Company may not impose safety requirements on Interconnectors that are more stringent than the safety requirements it imposes on its own equipment that is located within its premises.
- (E) If the Interconnector is denied collocation space for their equipment, citing safety standards, the Telephone Company must provide to the Interconnector, within five business days, a list of all equipment that the Telephone Company locates within the premises in question.
- (F) In the event the Telephone Company determines it is necessary for the Customer to move its floor space within a central office or to another central office, the Customer will be required to do so. When the move is initiated by the Telephone Company, the Telephone Company will be responsible for the direct costs associated with the removal, transport and reinstallation of the Customer's equipment. The Telephone Company will make reasonable efforts to minimize disruption of the Customer's service. In a non-emergency situation, the Telephone Company will provide the Customer with at least 180 days' advance, written notice of the move.

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16. Expanded Interconnection Services (Cont'd)16.2 Provision of EIS (Cont'd)16.2.2 Responsibility of the Telephone Company (Cont'd)

- (G) The Telephone Company will establish points of contact for the Customer to place a request for EIS. The point of contact will provide the Customer with a packet of general information, including an Application Form and a list of applicable technical, fire, safety and network specifications and procedures.
- (H) The Telephone Company shall provide stand alone fire extinguishers in common areas as required by applicable fire codes.
- (I) The Telephone Company shall be liable for damage to or destruction of Customer's equipment and other property to the extent such damage or destruction is caused by the Telephone Company's negligence or willful misconduct. Except for claims for Physical injuries to individuals, the Telephone Company will not be liable for (a) any special, incidental, or consequential damages, (b) any commercial loss of any kind (including, but not limited to, loss of business profits), or (c) any loss, damage or expense directly or indirectly arising from customer's use of or inability to use the Premises or the tariffed service, either separately or in combination with other equipment or software, based upon breach of warranty, breach of contract, negligence, strict tort or any other legal theory, whether or not the Telephone Company has been advised of the possibility of such a damage or loss.
- (J) In the event of a catastrophic loss, resulting in damage to the central office or access tandem and the Physical collocation space, The Telephone Company will notify the Customer of plans to rebuild as soon as is practicable and will restore service to interconnectors as soon as practicable.
- (K) The Telephone Company will maintain a publicly available document, posted on its Internet web page, indicating all premises that are full. This document will be updated as required.

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16. Expanded Interconnection Services (Cont'd)

16.2 Provision of EIS (Cont'd)

16.2.3 Rights of the Telephone Company

- (A) The Telephone Company retains ownership of central office floor space and equipment used to provide EIS.
- (B) The Telephone Company reserves the right to refuse use of Customer designated interconnection equipment which does not meet network reliability standards and fire and safety codes.
- (C) The Telephone Company will allow the Customer to designate the channel facility assignment for non-multiplexed channels.
- (D) The Telephone Company reserves the right, upon two weeks written notice, to access the floor space to perform inspections, no more than once a month, to ensure compliance with Telephone Company installation, safety and security practices.
- (E) The Telephone Company reserves the right, without prior notice, to access the floor space in an emergency, such as fire or other unsafe conditions, or for purposes of averting any threat of harm imposed by the Customer or the Customer's equipment upon the operation of the Telephone Company's equipment, facilities and/or employees located outside the floor space.
- (F) The Telephone Company reserves for itself and its successors and assignees, the right to utilize the central office space in such a manner as will best enable it to fulfill the Telephone Company's service requirements.
- (G) The Telephone Company is not responsible for the compatibility of services provided under this tariff when used in conjunction with Interconnector- provided transport facilities, except to the extent that services and facilities provided by the Telephone Company shall comply with industry approved standards.

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16. Expanded Interconnection Services (Cont'd)

16.2 Provision of EIS (Cont'd)

16.2.3 Rights of the Telephone Company (Cont'd)

- (H) The Telephone Company shall not be responsible for changes in technical criteria or facilities, operations or procedures of the Telephone Company which might render Interconnector-provided facilities obsolete or require modification, alteration, or otherwise affect performance of such equipment or facilities, when such action is consistent with applicable laws, rules regulations, or industry standards. The Company will continue to upgrade and modernize its equipment, facilities, and software to provide improved service to customers. The Telephone Company will make every reasonable effort to ensure that such changes do not adversely affect Interconnector-provided facilities. The Telephone Company will provide reasonable notification of such modification.
- (I) The Telephone Company shall have the right to reduce heat, light, water and power as required by any mandatory or voluntary conservation programs.

16.3 Obligations of the Customer

16.3.1 Responsibility of the Customer

- (A) The Customer is responsible for coordinating with the Telephone Company to ensure that services are installed in accordance with the service request. The Customer agrees to meet with the Telephone Company, if requested by the Telephone Company, to review, design and work plans for installation of the Customer's designated equipment within the Telephone Company premises.
- (B) The provisions set forth in this section apply in addition to any limits, liability, or indemnification set forth in other sections of the tariff.
- (C) The Telephone Company and the Collocator will work cooperatively to test and clear trouble reports.

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16. Expanded Interconnection Services (Cont'd)16.3 Obligations of the Customer (Cont'd)16.3.1 Responsibility of the Customer (Cont'd)

- (D) The Customer will provide access to the floor space at all times to allow the Telephone Company to react to emergencies, to maintain the building operating systems (where applicable and necessary) and to ensure compliance with OSHA/Telephone Company regulations and standards related to fire, safety, health and environment safeguards.
- (E) The Customer's employee, agent, or contractor with access to a Telephone Company central office shall adhere at all times to all applicable laws, regulations and ordinances and to rules of conduct established by the Telephone Company for the central office and the Telephone Company's employees, agents and contractors. The Telephone Company reserves the right to make changes to such procedures and rules to preserve the integrity and operation of the Telephone Company network or facilities or to comply with applicable laws and regulations. The Telephone Company will provide written notification 15 days in advance of such changes.
- (F) The Customer is responsible for payment of all charges as set forth in Section 2.4. Disputed bills will be subject to provisions in Section 2.4. Failure to make payment will result in disconnection of service in accordance with Section 2.1.8.
- (G) The Customer will be responsible to obtain appropriate insurance coverage including, but not limited to fire, theft, and liability as described in 16.7.6.
- (H) The Customer is responsible for and will be held liable for the actions and inactions of its employees, vendors, or contractors having access to Telephone Company central office equipment, manholes, property and facilities. No escort is required, but the customer must ensure the legal, safe performance of its employees.
- (I) The Customer is responsible for the purchase and delivery of Customer designated equipment to be installed in the Telephone Company wire center or access tandem for Virtual EIS.

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16. Expanded Interconnection Services (Cont'd)

16.3 Obligations of the Customer (Cont'd)

16.3.2 Claims and Demands for Damage

In addition to the provisions in Section 2.3.8, the Customer shall defend, indemnify and save harmless the Telephone Company from and against any and all suits, claims and demands by third persons caused by, arising out of or in any way related to the installation, maintenance, repair, replacement, presence, use or removal of the Customer's equipment or by the proximity of such equipment to the equipment of other parties occupying space in the Telephone Company's central office or caused by, arising out of or in any way related to the Customer's failure to comply with any of the terms of this tariff.

16.3.3 Limitations

- (A) Other than marking equipment for identification purposes, the Customer shall not paint or affix any signs, posters, advertisements or notices on any portion of, or any equipment located in the Telephone Company central office.
- (B) Customer shall, with the prior written consent of the Telephone Company, have the right to provide additional fire protection systems within the Premises; provided, however, that Customer may not install or use sprinklers or any other water or carbon dioxide fire suppression systems within the Building or the Premises.
- (C) The Customer may not bring hazardous materials onto the Premises without permission from the Telephone Company (which permission shall not be unreasonably withheld). Customer, its agents and employees shall transport, store and dispose of Hazardous Materials in accordance with all applicable federal, state or local laws, ordinances, rules and regulations. The Customer will promptly notify the Telephone Company of any releases of Hazardous Materials and will copy the Telephone Company on any notification of or correspondence with any governmental body as a result of such release.
- (D) If the Telephone Company discovers that the Customer has brought onto the Telephone Company's property hazardous materials without notification, or is storing or disposing of such materials in violation of any applicable environmental law, the Telephone Company may, at the Telephone Company's option and without penalty, terminate this service agreement.
- (E) Customer shall not exceed the Uniformly Distributed Live Load Capacity of the floor space.

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16. Expanded Interconnection Services (Cont'd)16.3 Obligations of the Customer (Cont'd)16.3.4 Mechanic's or Materialmen's Liens

The Customer shall not permit to be placed upon the central office or any of the Telephone Company's property any mechanic's or materialmen's liens caused by or resulting from any work performed, materials furnished or obligations incurred by or at the request of the Customer. In the case of the filing of any such lien, the Customer shall immediately pay the lien in full.

If default in the payment continues for ten (10) days after written notice from the Telephone Company to the Customer, the Telephone Company will have the right, at the Telephone Company's option, of paying the lien or any portion of the lien, without inquiry as to the validity of the lien, and the Customer shall reimburse the Telephone Company for any amounts paid, including expenses and interests, within ten (10) days after delivery to the Customer of an invoice. Failure to remit payment to the Telephone Company within ten (10) days will result in disconnection of service as set forth in Section 2.1.8.

16.3.5 Confidentiality

The Customer shall hold in confidence all information of a competitive nature provided to the Customer by the Telephone Company in connection with EIS or known to the Customer as a result of the Customer's access to the Telephone Company's central office or as a result of the interconnection of the Customer's equipment to the Telephone Company's facilities; provided, however, that the Customer shall not be obligated to hold in confidence information that:

- (1) was already known to the Customer free of any obligation to keep such information confidential;
- (2) was or becomes publicly available by other than unauthorized disclosure; or
- (3) was rightfully obtained from a third party not obligated to hold such information in confidence.

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16. Expanded Interconnection Services (Cont'd)

16.3 Obligations of the Customer (Cont'd)

16.3.6 Network Outage, Damage and Reporting

- (A) The Customer shall be responsible for any damage or network outage occurring as a result of termination of Customer owned equipment in the Telephone Company central office or access tandem.
- (B) The Customer is responsible for providing trouble report status when requested.
- (C) The Customer is responsible for providing a contact number that is readily accessible 24 hours a day, 7 days a week.
- (D) The Customer shall be responsible for notifying the Telephone Company of significant outages which could impact or degrade the Telephone Company's switches and services and provide estimated clearing time for restoral.
- (E) The Customer is responsible for testing its equipment to identify and clear a trouble report when the trouble has been sectionalized (isolated) to a Customer service.
- (F) Credit for interruption of service will be given only for the switched and special access facility and associated cross connects as set forth in Sections 6 and 7.

16.4 Discontinuance of Service

16.4.1 Customer Initiated

- (A) The Customer shall provide 60 days advance written notification of its intention to discontinue EIS and relinquish the floor space.
- (B) Upon discontinuance of service, the Customer shall disconnect and remove its equipment from the floor space. The Telephone Company reserves the right to remove the Customer's equipment if the Customer fails to remove and dispose of the equipment within 15 days of discontinuance. The Customer will be charged the appropriate Additional Labor Charge in Section 20 for the removal of such equipment.
- (C) The Customer's failure to remove its equipment within 15 days of discontinuance of service shall constitute an abandonment of such equipment and the Customer shall forfeit all rights and title to such equipment.

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16. Expanded Interconnection Services (Cont'd)

16.4 Discontinuance of Service

16.4.2 Company Initiated

- (A) The Telephone Company will make every effort to contact the Customer in the event the Customer's equipment disrupts the network. If the Telephone Company is unable to make contact with the Customer, the Telephone Company shall temporarily disconnect the Customer's service as set forth in Section 2.2.1(B).
- (B) The Telephone Company reserves the right to terminate EIS, in the event the Customer is not in conformance with Telephone Company standards and requirements and/or in the event the Customer imposes continued disruption and threat of harm to Telephone Company employees and/or network, or the Telephone Company's ability to provide service to other Customers. Before terminating a Customer's service, the Telephone Company will give the Customer notice and an opportunity to remedy the violation.

16.5 Ordering Options for EIS

16.5.1 Physical and Virtual EIS

- (A) Customers requesting Physical and Virtual EIS will be required to comply with the Application procedures in Section 16.6.
- (C) The Customer is responsible to have cable and other equipment ready for installation on the date scheduled. If the Customer fails to notify the Telephone Company of a delay in the installation date, the Customer will be subject to the appropriate Additional Labor charges in Sections 20.1.9, 20.2.9, 20.4.9, and 20.5.9.
- (D) The Telephone Company will advise the Customer of any delay in completion of the preparation of the central office space, and reschedule a new installation date for earliest possible date.
- (E) Provisioning of EIS will occur under mutually agreed upon conditions, so long as such conditions comply with the FCC's rules.

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16. Expanded Interconnection Services (Cont'd)

16.5 Ordering Options for EIS (Cont'd)

16.5.2 Bona Fide Request for EIS

- (A) Customers requesting EIS will be required to initiate a bona fide request. Submission of a completed Application Form and payment of the Processing Fee meets the requirements of a bona fide request.
- (B) Within 10 days from receipt of the completed request form, the Telephone Company will verbally notify the Customer if existing suitable space is available. If existing suitable space is not available, the Customer will be notified in writing.

16.5.3 Other Technologies

EIS through non-tariffed technologies will be evaluated on a case-by-case basis

16.6 EIS Service Request

16.6.1 Application Process for EIS

- (A) Customers requesting EIS will be required to submit a Processing Fee as set forth in Sections 20.1.9, 20.2.9, 20.4.9, 20.5.9 for each central office or access tandem(s) ordered.
- (B) Receipt of the Application Form and Processing Fee payment will constitute a bona fide request and will establish the order of priority.
- (C) The Customer must complete the Application Form, providing all required information before the Telephone Company will begin work on the request. The Customer will be required to provide information such as, central office location, number and type of terminations, amount of square footage, type of equipment, etc.
- (D) If existing suitable space is not available, or the Customer cancels the request within 10 days, the Telephone Company will refund the Processing Fee to the Customer. After the 10 day period, the Telephone Company will not make any refund of the Processing Fee to the Customer.
- (E) The Telephone Company will provide an information packet containing a list of fire, safety, security policies and procedures.

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16. Expanded Interconnection Services (Cont'd)

16.6 EIS Service Request (Cont'd)

16.6.1 Application Process for EIS (Cont'd)

- (F) Customers initiating a bona fide request must have the capability of collocating their equipment at the Telephone Company central office on the move-in date supplied to Customer by the Telephone Company, or jointly agreed upon between the Telephone Company and the Customer. Monthly recurring charges will commence on the move-in date.
- (G) If the Customer has been denied collocation due to space constraints, a representative will be permitted to tour the entire premises in question, not just the room in which space was denied, without charge, within ten days of the denial of space.
- (H) Upon receipt of the completed Application Form and Processing Fee, the Telephone company will schedule a meeting with the Customer to determine engineering and network requirements.
- (I) Upon acceptance of the Price Quote, Customers will be required to pay 50% of all non-recurring costs, in addition to the Processing Fee which has already been paid. The Telephone Company will initiate necessary modifications to the central office to accommodate the Customer's request. The Customer and the Telephone Company will work cooperatively to ensure that services are installed in accordance with the service requested. The balance of all non-recurring charges is due at the time the space is turned over to the Customer.

16.6.2 Relocation Within Same Central Office

Customer requests for relocation of equipment from one location to a different location for the same Customer within the same central office are allowed subject to the availability of existing suitable space as set forth in section 16.7.2. This request will be treated as a new service application.

16.6.3 Expansion of Existing Space

Customer requests for expansion of existing space within a specific central office or access tandem will be treated as a new service application. The Telephone Company will make reasonable efforts to provide contiguous space to the Customer requesting an expansion of existing space. Where contiguous space is not available, direct cabling between non-contiguous spaces will be offered at the tariffed rates.

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16. Expanded Interconnection Services (Cont'd)16.7 Physical EIS16.7.1 Availability of Service

- (A) The Company will make Physical EIS available to all Customers with the following exceptions:
- Where the Telephone Company does not have sufficient existing suitable space and other required conditions available to accommodate Physical EIS. This will be listed on the Company's internet web page.
 - Where the Customer requests interconnection via Virtual EIS.
- (B) Physical EIS will be made available only in central offices where there is existing suitable space as defined in 16.7.2.
- (C) Existing suitable space in Telephone Company central offices available for Physical EIS will be provided to Customers on a first-come, first-served basis as specified in 16.7.2.

16.7.2 Existing Suitable Space

- (A) Existing suitable space is defined as space in which power, heat and air conditioning, and other requirements necessary for provision of central office equipment currently exists and is not required space and facilities designated for use by the Telephone Company.
- (B) The Telephone Company and the Customer will work cooperatively to determine proper space requirements and to ensure that Customer space, reserved for the Customer's projected growth, is utilized within a reasonable time.
- (C) The Customer must specify the amount of floor space requested in each central office at the time of the initial application. The Telephone Company may enclose the Customer's space in a cage or room.
- (D) The Telephone Company reserves the right to require Customers to relinquish space which is not being used. Each Customer's space requirements will be reviewed periodically to determine if unused space should be relinquished. Stockpiling unused space will not be permitted.

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16. Expanded Interconnection Services (Cont'd)16.7 Physical EIS (Cont'd)16.7.2 Existing Suitable Space (Cont'd)

- (E) The Customer shall use the floor space solely for the purposes of installing, maintaining and operating the Customer's equipment to interconnect with the facilities of the Telephone Company in accordance with Sections 64.1401 and 64.1402 of the FCC Rules and Regulations in 47 C.F.R. and for no other purposes.
- (F) The Customer shall not construct improvements or make alterations or repairs to the floor space without the prior written approval of the Telephone Company.
- (G) The Telephone Company's consent shall not be unreasonably withheld or unduly delayed for non-structural interior alterations to the premises that do not adversely affect the Building's appearance, value, structural strength and mechanical integrity. Such work shall be done at the sole expense of the Customer. Work shall be performed at such times and in such manner as to cause a minimum of interference with the Telephone Company's transaction of business. Customer shall permit the Telephone Company to inspect all construction operations within the Premises and to approve contractors, which approval shall not be unreasonably withheld.

Customer and its contractors shall hold the Telephone Company harmless from all claims, costs, damages, liens and expenses that may arise out of or be connected in any way with installations, alterations or additions.

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16. Expanded Interconnection Services (Cont'd)

16.7 Physical EIS (Cont'd)

16.7.3 Power, Environmental Conditioning, and dc Power

- (A) The Telephone Company will provide, at rates set forth in Sections 20.1.9, 20.2.9, 20.4.9, and 20.5.9, ac power, dc power with generator and/or battery back-up, heat, air conditioning and other environmental support to the Customer's equipment in the same standards and parameters required for Telephone Company equipment. The customer may not provide its own power and environmental services.
- (B) The Customer will provide the Telephone Company with specifications for any non-standard or special requirements at the time of application. The Telephone Company reserves the right to assess the Customer any additional charges on an individual case basis associated with complying with the requirements or to refuse an application where extensive modifications are required.
- (C) Electricity shall be provided by the Telephone Company in sufficient amount to provide ordinary lighting, heating and air conditioning of the Premises. If Customer requires additional electrical capacity such capacity will be supplied by the Telephone Company; provided however, that the provision of such electricity shall never exceed the capacity of existing feeders to the Building or the Premises when reviewed in conjunction with electrical usage of other occupants in the Building.

16.7.4 Customer Equipment Requirements

- (A) Customer equipment installed in the Telephone Company central office must comply with either the Telephone Company's list of approved products, or equipment that complies with central office environmental and transmission standards in effect at the time the interconnection is made.
- (B) The Customer shall be responsible for servicing, supplying, repairing and maintaining its own equipment and facilities.

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- (C) The interconnection point for Physical EIS is the point where the Customer-owned cable facilities connect to the Telephone Company equipment.

The Telephone Company will designate a DSX panel(s) as the point(s) of termination within each central office as the point(s) of Physical demarcation between the Customer's maintenance and ownership responsibilities and the Telephone Company's maintenance and ownership responsibilities. Maintenance and related activities up to the Telephone Company side of the point of termination will be the responsibility of the Telephone Company.

- (D) The Customer shall be responsible for bringing its copper and fiber-optic cable to the central office manhole and leave sufficient cable length in order for the Telephone Company to be able to fully extend such cable through to the Customer's space. No splicing will be permitted in the manhole. Upon discontinuance of EIS, the Customer relinquishes all rights, title, and ownership of cable to the Telephone Company.

- (E) The Telephone Company is responsible for installing Customer provided copper and fiber-optic cable in the cable space or conduit from the manhole to the central office. This may be shared conduit with dedicated inner duct.

- (F) The Telephone Company is responsible for installing a cable splice where the Customer provided copper and fiber-optic cable meets Customer provided fire retardant riser cable within the central office cable vault or designated splicing chamber. The Telephone Company will provide space and racking for the placement of the splice enclosure. The Telephone Company will tag all entrance facilities to indicate ownership. The Telephone Company is responsible for placing the Customer's fire retardant riser cable from the cable vault to the floor space. The Customer is responsible for providing fire retardant riser cable that meets Telephone Company standards.

- (G) Customer interconnection equipment installed with the Telephone Company's central office facilities shall be subject to and comply with Telephone Company practices for ac/dc bonding and grounding requirements.

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- (H) Upon installation of the Customer's equipment, with prior notice, the Telephone Company will schedule time to work with the Customer during the turn-up phase of the equipment to ensure proper functionality between the Customer's equipment and the connections to the Telephone Company equipment. The time period for this to occur will correspond to the Telephone Company's maintenance window time period. Additional testing will incur the rates listed in Section 20.
- (I) The Customer shall be required to provide any required repeater equipment and such equipment must be located inside the Customer's cage or floor space. If distance limitations require such repeater equipment to be located outside the Customer's space, the Customer shall be required to acquire such additional space to be enclosed in a cage or floor area.
- (J) All equipment installed within the Telephone Company central office facilities shall meet the industry standard requirements as applicable for the following:

TR-NWT-000499	Transport Systems Generic Requirements (TSGR). Issue 4, November 1991
TR-NWT-000063	Network Equipment Building System (NEBS) Generic Equipment Requirements. Issue 4, July 1991
TR-TSY-000191	Alarm Indication Signal Requirements and Objectives. Issue 1, May 1986
TR-TSY-000487	Generic Requirements for Electronic Equipment Cabinets. Issue 1, July 1989
TR-NPL-000320	Fundamental Generic Requirements for Metallic Digital Signal Cross Connect Systems DSX-1, -1C, -2, -3. Issue 1, April 1988
Part 15.109	47 C.F.R. FCC Rules and Regulations, Unintentional Radiated Emissions.
UL 94	Test for Flammability of Plastic Materials.
ANSI T1.102	Digital Hierarchy - Electrical Interfaces.

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16. Expanded Interconnection Services (Cont'd)16.7 Physical EIS (Cont'd)16.7.5 Security Requirements for Customer Access to Telephone Company Buildings

- (A) The Telephone Company shall permit the Interconnector's authorized employee's, agents and contractors to have access to the Interconnector's cable, associated equipment, and collocation space twenty-four hours a day, seven days a week, provided that the Interconnector's employee's, agents, and contractors comply with Telephone Company policies and practices pertaining to work stoppages, fire, safety, and security.
- (B) All employees, agents and contractors must meet the same requirements established by the Telephone Company for its own personnel. This information will be provided to the Customer. The Customer must submit a list of employees, agents and contractors and the associated Telephone Company central office where access is requested. The Customer must also certify that each of the individuals on the list meets the requirements established by the Telephone Company.
- (C) Access cards or keys will be provided to the employees, agents and contractors of the Customer for each Telephone Company central office. The Customer must provide all employees, agents, and contractors a photo identification card.
- (D) The Telephone Company reserves the right to deny access to Telephone Company buildings for any Customer's employee, agent or contractor who cannot meet the Telephone Company's established security standards.
- (E) The Telephone Company also reserves the right to deny access to Telephone Company buildings for any Customer's employee, agent and contractor for falsification of records, violation of fire, safety or security practices and policies or other just cause.

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16. Expanded Interconnection Services (Cont'd)16.7 Physical EIS (Cont'd)16.7.5 Security Requirements for Customer Access to Telephone Company Buildings
(Cont'd)

- (F) The Customer is required to immediately notify the Telephone Company by the most expeditious means, when any Customer's employee, agent or contractor with access privileges to Telephone Company buildings is no longer in its employ, or when keys, access cards or other means of obtaining access to Telephone Company buildings are lost, stolen or not returned by an employee, agent or contractor no longer in its employ.
- (G) The Customer is responsible for the immediate retrieval and return to the Telephone Company of all keys, access cards or other means of obtaining access to Telephone Company buildings upon termination of employment of the Customer's employee and/or discontinuance of service. The Customer shall be responsible for the replacement cost of keys, access cards or other means of obtaining access when lost, stolen or failure of the Customer or the Customer's employee, agent or contractor to return to the Telephone Company.

16.7.6 Insurance & Liability Requirements

- (A) The Customer shall, at its sole cost and expense, obtain, maintain, pay for and keep in force insurance as specified following and underwritten by an insurance company(s) having a best insurance rating of at least AA-12.
- (B) The Telephone Company shall be named as an additional insured and a loss payee on all applicable policies as specified following.
 - (1) Comprehensive general liability coverage on an occurrence basis in an amount of \$2,000,000 combined single limit for bodily injury and property damage with a policy aggregate of \$4,000,000. This coverage shall include the contractual, independent contractors products/completed operations, broad form property and personal injury endorsements.
 - (2) Umbrella/Excess Liability coverage in an amount of \$10,000,000 excess of coverage specified in (1) above.

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16. Expanded Interconnection Services (Cont'd)16.7 Physical EIS (Cont'd)16.7.6 Insurance & Liability Requirements (Cont'd)

(B) (Cont'd)

- (3) All Risk Property coverage on a full replacement cost basis insuring all of the Customer's real and personal property located on or within the Telephone Company central office. The Customer may also elect to purchase business interruption and contingent business interruption insurance, knowing that the Telephone Company has no liability for loss of profit or revenues should an interruption of service occur.
 - (4) Statutory Workers Compensation coverage.
 - (5) Contractual Liability coverage.
 - (6) Automobile Liability coverage.
 - (7) Employees Liability coverage in an amount of \$2,000,000.
- (C) All policies purchased by the Customer shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by the Telephone Company.
- (D) All insurance must be in effect on the date the Customer occupies the floor space or on the date that the Customer or its contractors access the Telephone Company's premises, whichever is sooner. The insurance shall remain in force as long as the Customer's facilities remain within any space governed by this tariff. If the Customer fails to maintain the coverage, the Telephone Company may pay the premiums and seek reimbursement from the Customer. Failure to make a timely reimbursement will result in disconnection of service as set forth in Section 2.1.8.
- (E) The Customer shall submit certificates of insurance and copies of policies reflecting the coverage specified in (B) above at the time the ASR is placed. Commencement of work by the Telephone Company will not begin until these are received.
- (F) The Customer shall arrange for the Customer's insurance company to provide the Telephone Company with thirty (30) days advance written notice of cancellation.

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16. Expanded Interconnection Services (Cont'd)

16.8 Virtual EIS

16.8.1 Availability of Service

- (A) Virtual EIS will be available to Customers who prefer Virtual form of EIS and where existing suitable space or other conditions prohibit the provision of Physical EIS.
- (B) Virtual EIS provides the means to interconnect, to The Telephone Company's network. Virtual EIS provides:
 - (1) Connection between Customer provided and Telephone Company provided facilities at a meet point within the mutually agreed to Telephone Company designated space outside a Telephone Company central office, such as a manhole and
 - (2) The Interconnector must obtain the electronic and peripheral equipment necessary for terminating its network in the Telephone Company's central office. The Telephone Company will lease such equipment from the Interconnector for \$1 in each central office where the Interconnector subscribes to virtual collocation. Upon termination of the lease, the Interconnector is responsible for the cost of removing the equipment from the Telephone Company's central office.
- (C) The interconnection point for Virtual EIS is the demarcation between ownership of the cable facilities.
- (D) The Telephone Company has exclusive control of and responsibility for installation and maintenance of all terminating equipment dedicated to the Interconnector and located in the Telephone Company's central office.

16.8.2 Obligations of the Customer

- (A) When ordering Virtual EIS, the Customer shall designate the type of equipment dedicated to their use. The Customer may, subject to terms mutually acceptable to the Customer and the Telephone Company, specify the multiplexing and other equipment that the Telephone Company uses to provide Virtual EIS to the Customer, which may be different from the equipment normally used by the Telephone Company to provide interstate Access Services.

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16. Expanded Interconnection Services (Cont'd)16.8 Virtual EIS (Cont'd)16.8.2 Obligations of the Customer (Cont'd)

- (B) The Customer may monitor and control the performance of all facilities and equipment used in the provision of Virtual EIS.
- (C) The Customer is responsible for initiating a request for maintenance of Customer's facilities and equipment.
- (D) The Customer is responsible for costs associated with training Telephone Company employees to install and maintain equipment other than equipment normally used by the Telephone Company. The Virtual EIS Customer will be responsible for the arrangement and payment for required training seminars, including tuition and related course materials. The technicians' training time will be based on labor rates set forth in Sections 20.1.9, 20.2.9, 20.3.9 and 20.4.9 and will be billed per hour or fraction thereof. When travel is required, travel expenses associated with training will be charged to the interconnecting Customer.
- (E) The Telephone Company and the Customer will work cooperatively to determine equipment and facilities requirements.
- (F) The Customer must provide, at its own 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 Customer for installation or placement in the Telephone Company's central office.
- (G) The Customer is responsible for purchasing and providing all connecting cabling in sufficient quantities to complete the necessary cabling as determined by the Company.
- (H) The Customer must provide, at its own expense, the minimum number of usable equipment spares specified by the manufacturer. Replacements must be delivered to the Company's central office using the circuit spare within 5 days after the Telephone Company notifies the Customer that a spare was used or had tested defective. Immediate replacement of unusable spares is required to allow the Telephone Company to restore the Customer's service when necessary or suffering from an outage.
- (I) The Customer and the Telephone Company will work cooperatively for all installation, repair, maintenance, training for, and assurance of sufficient replacement and supply of materials related to the operation of Customer-owned equipment.

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16. Expanded Interconnection Services (Cont'd)

16.8 Virtual EIS (Cont'd)

16.8.3 Operation and Maintenance

Equipment and facilities used in the provision of Virtual EIS will be installed, maintained and repaired by the Telephone Company. The Telephone Company will maintain and repair the Customer's equipment under the same time frame and standards rate as its own equipment.

16.8.4 Customer Equipment Requirements

- (A) Customer equipment installed in the Telephone Company manhole or similar location must comply with either the Telephone Company's list of approved products, or equipment that complies with central office environmental and transmission standards in effect at the time the interconnection is made. This list of approved products and/or equipment is the same as used by the Telephone Company and its contractors. EIS Customers will be notified of any change in the Telephone Company's list of approved products and/or equipment.
- (B) The Customer shall be responsible for supplying the following:
- Copper, Fiber-Optic Cable and Fire Retardant Sheath and equipment located within the central office or access tandem.
- (C) The Customer shall be responsible for bringing its copper and fiber-optic cable to the central office or access tandem manhole and leave sufficient cable length in order for the Telephone Company to be able to fully extend such cable through to the Customer's space. No splicing will be permitted in the manhole. Upon discontinuance of EIS, the Customer relinquishes all rights, title and ownership of cable to the Telephone Company.
- (D) The Telephone Company is responsible for installing Customer provided copper and fiber-optic cable in the cable space or conduit from the manhole to the central office. This may be shared conduit with dedicated inner duct. The Customer shall not be permitted to reserve central office cable space or conduit. If new conduit is required, the Telephone Company will negotiate with the Customer to determine the specific location. The Telephone Company reserves the right to manage its own central office conduit requirements and to reserve vacant space for planned facility additions.

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16. Expanded Interconnection Services (Cont'd)16.8 Virtual EIS (Cont'd)16.8.4 Customer Equipment Requirements (Cont'd)

- (E) The Telephone Company is responsible for installing a cable splice where the Customer provided copper and fiber-optic cable meets Customer provided fire retardant riser cable within the central office cable vault or designated splicing chamber. The Telephone Company will provide space and racking for the placement of the splice enclosure. The Telephone Company will tag all entrance facilities to indicate ownership. The Telephone Company is responsible for placing the Customer's fire retardant riser cable from the cable vault to the terminating equipment. The Customer is responsible for providing fire retardant riser cable that meets Telephone Company standards.
- (F) Customer interconnection equipment installed with the Telephone Company's central office facilities shall be subject to and comply with Telephone Company practices for ac/dc bonding and grounding requirements. This information will be provided to the Customer in the general information packet.
- (G) Upon installation of the Customer's equipment, with prior notice, the Telephone Company will schedule time to work with the Customer during the turn-up phase of the equipment to ensure proper functionality between the Customer's equipment and the connections to the Telephone Company equipment. The time period for this to occur will correspond to the Telephone Company's maintenance window time period. Additional testing will be charged at the rates found in Section 20, following.
- (H) All equipment installed within the Telephone Company central office facilities shall meet the industry standard requirements as applicable for Physical EIS as in 16.7.4.

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16. Expanded Interconnection Services (Cont'd)16.9 Rate Regulations

This section contains specific regulations governing the rates and charges that apply for EIS. These charges are in addition to the applicable rates and charges for Switched or Special Access Service ordered, as specified in Section 6 and 7 of this tariff.

There are two types of rates and charges. These are monthly rates and nonrecurring charges.

16.9.1 Monthly Rates

Monthly rates are recurring charges that apply each month or fraction thereof that an EIS is provided. Rates are found in Sections 20.1.9, 20.2.9, 20.4.9, and 20.5.9. Monthly rates for EIS will commence upon completion of the Customer's floor space, irrespective of when the Switched or Special Access service is connected.

(A) Floor Space Charge

Floor Space is a monthly recurring charge associated with the provision of the environmentally conditioned space in a specific central office. The Floor Space Charge applies on a per square foot basis for Physical and Virtual EIS.

(B) DC Power Charge

The dc Power Charge is a monthly recurring charge associated with the provision of dc power to the Customer's space for Physical and Virtual EIS. The dc Power Charge applies per 40 Amp increments.

(C) AC Power Charge

The AC power equipment charge is a monthly recurring charge associated with the provision of AC power to the Customer's space for both Physical and Virtual EIS. The Power Equipment charge applies per 20 AMP increment.

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16. Expanded Interconnection Services (Cont'd)16.9 Rate Regulations (Cont'd)16.9.1 Monthly Rates (Cont'd)(D) Cross Connect Charge

Monthly DS0, DS1, and DS3 cross connect charges are associated with the cable and associated facilities connecting the equipment owned by or dedicated to the use of the Customer with the Telephone Company's equipment and facilities and apply to Physical and Virtual EIS.

(E) Maintenance Charge

The Maintenance Charge is a monthly recurring charge which is applied to Virtual EIS arrangements for costs associated with maintenance of the Customer provided equipment. The charge is applicable per relay rack for Virtual EIS, where a relay rack is defined as a cabinet or rack that houses the Customer-provided equipment.

16.9.2 Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for specific work activity. The types of nonrecurring charges that apply for EIS are those listed below.

(A) Processing Fee

The Processing Fee recovers the cost of processing the application for expanded interconnection and provides for the preliminary work needed to determine if Telephone Company premises space and facilities are available to meet the collocation request.

(B) Engineering Fee

The Engineering Fee is associated with the work performed by the Telephone Company in connection with determining Telephone Company floor space requirements, designing cage space or separate room, engineering adequate amount of power to the area, calculating and designing heat, ventilation and air conditioning, ensuring adequate fire protection, and designing proper access and security for Customer entry.

The Engineering Fee applies to Physical and Virtual EIS on a per order, per central office basis, including request to expand or relocate existing floor space for the same Customer.

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16. Expanded Interconnection Services (Cont'd)

16.9 Rate Regulations (Cont'd)

16.9.2 Nonrecurring Charges (Cont'd)

(C) Cable Pull Charge

The Cable Pull Charge provides for the work performed by the Telephone Company, on the basis of time and materials, required to pull and splice the Customer's cable from the manhole to the cage or from the Customer designated equipment. This charge applies per wire center or access tandem, per 100 ft. of cable terminated for Physical and Virtual EIS to the Telephone Company's equipment.

(D) Office Arrangement Charge

The Office Arrangement Charge is associated with work performed by the Telephone Company for the extension of power and construction of the cage or separate room where the Customer's facilities will terminate. This charge applies on a per order, per central office basis for Physical EIS.

(E) Building Modification Charge

The Building Modification Charge is associated with work performed by the Telephone Company to provide modifications to the central office to accommodate provisioning of Physical EIS. These include, but are not limited to, security access card swipe equipment, construction of separate entrance/exit, construction of separate pathway or corridors, and/or additional security locks.

The building modification charge will be determined in accordance with the applicable Interstate Special Construction Tariff. (C)

(F) Installation Charge

The installation charge is associated with work performed by the Telephone Company to install Customer designated equipment for Virtual EIS. This includes both customer provided and Telephone Company provided equipment. Installation charges are applied on a per relay rack and per card basis, where a "relay rack" is defined as a cabinet or shelf that houses the Customer-provided equipment. Installation fees for services and equipment other than those in Sections 20.1.9, 20.2.9, 20.4.9, and 20.5.9 will be determined using Special Construction procedures in the applicable Interstate Special Construction Tariff or calculated on an Individual Case Basis. (C)

ACCESS SERVICE

16. Expanded Interconnection Services (Cont'd)16.9 Rate Regulations (Cont'd)16.9.2 Nonrecurring Charges (Cont'd)(G) AC Power Charge

The AC power non-recurring charge is associated with the power cable, circuit breaker and labor required to provision the service. This charge applies per 20 Amps increments for both Physical and Virtual EIS.

(H) Cross Connect Charge

The Cross Connect non-recurring charge is associated with the labor involved in circuit engineering, ordering and installation. This charge applies per DS0, DS1, or DS3 for Physical and Virtual EIS.

(I) DC Power Charge

The DC Power non-recurring charge is associated with the labor required to provision the service. This charge applies per 40 Amp increment for Physical and Virtual EIS.

(J) Training Charge

The Training Charge is associated with the costs incurred by the Telephone Company to train Telephone Company employees on equipment that the Telephone Company does not use in normal operations within the requested central office for the provision of Virtual EIS. The interconnecting Customer will be responsible for the arrangement and payment for required training seminars, including tuition and related course materials. The technicians' training time will be based on labor rates set forth in Sections 20.1.9, 20.2.9, 20.4.9 or 20.5.9 and will be billed per hour or fraction thereof. When travel is required, travel expenses associated with training will be charged to the interconnecting Customer.

16.9.3 Minimum Periods

(A) The Minimum Period applicable to monthly EIS rate elements specified is six months.

(B) When EIS is discontinued prior to the expiration of the Minimum Period, charges are applicable for the remaining month(s) and/or fraction thereof of the Minimum Period.