



**Southern Bell**

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March 31, 1994

ORIGINAL  
FILE COPY

Mr. Steven C. Tribble  
Executive Director  
Division of Records and Reporting  
101 East Gaines Street  
Tallahassee, Florida 32399-0850

Dear Mr. Tribble:

Pursuant to PSC-94-0277-PCO-TL in Docket No. **921074-TP**, we are filing herewith illustrative revisions to our Access Service Tariff. Following are the tariff sections:

Illustrative Access Service Tariff Sections

- Section E2 - General Regulations
- Section E5 - Ordering Options for Switched and Special Access Service
- Section E7 - Special Access Service
- Section E20 - Expanded Interconnection Service

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With this illustrative filing, Southern Bell introduces Expanded Interconnection Service (EIS) and Virtual Expanded Interconnection Service (VEIS) for high capacity Switched Access Service. EIS and VEIS will provide collocators with central office space for placement of certain transmission equipment to interconnect with Southern Bell's Switched Access Services. This illustrative filing is made in compliance with the Florida Public Service Commission's Order No. PSC-94-0277-PCO-TL issued March 10, 1994.

- Attachment A - Executive Summary
- Attachment B - Cost Study Summary

Due to the voluminous nature of this illustrative tariff filing, Southern Bell is not providing a copy of the tariff to all parties of record. If required by a party, Southern Bell will be happy to send a copy of the tariff.

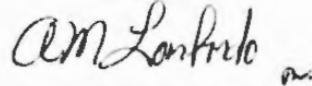
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DOCUMENT NUMBER-DATE  
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Acknowledgment, date of receipt, and authority number of this filing are requested. A duplicate letter of transmittal is attached for this purpose.

Yours very truly

A handwritten signature in cursive script, appearing to read "A.M. Lombardo".

Assistant Vice President  
Regulatory Relations

Attachments

Copy to: All Parties of Record

**CERTIFICATE OF SERVICE**  
**Docket No. 921074-TP**

I HEREBY CERTIFY that a copy of the foregoing has been  
furnished by United States Mail this *31<sup>st</sup>* day of *March*, 1994,  
to:

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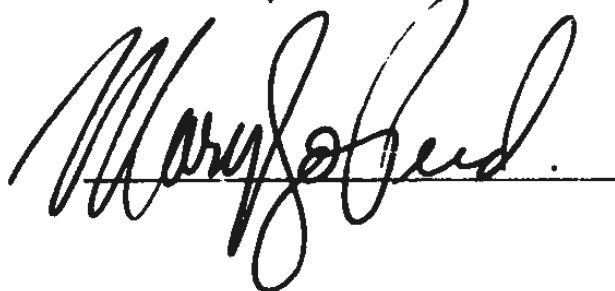
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A handwritten signature in cursive script, appearing to read "Mary Eudy", is written over a horizontal line.

**EXECUTIVE SUMMARY**

With this illustrative filing, Southern Bell introduces Expanded Interconnection Service (EIS) and Virtual Expanded Interconnection Service (VEIS) for high capacity Switched Access Service. EIS and VEIS will provide collocators with central office space for placement of certain transmission equipment to interconnect with Southern Bell's Switched Access Services.

This illustrative filing is made in compliance with the Florida Public Service Commission's Order No. PSC-94-0277-PCO-TL issued March 10, 1994 in Docket No. 921074-TP. With that Order, the Florida Commission required Southern Bell to provide Switched Access expanded interconnection to interested parties pursuant to regulations as set forth in the Federal Communication Commission's Expanded Interconnection With Local Telephone Company Facilities, Second Report and Order and Third Notice of Proposed Rulemaking, CC Docket No. 91-141, Transport Phase 1, released September 2, 1993.

The tariff introducing Special Access Expanded Interconnection regulations rates and charges has been modified to permit expanded interconnection for Switched Access. This filing describes only those modifications which are needed to meet the Florida Commission's Order requirements.

Southern Bell utilizes the same rate structure for both Switched Access and Special Access expanded interconnection. This tariff introduces both a switched DS1 and DS3 Cross-Connect element. Separate Cross-Connect elements for Switched Access and Special Access will enable the Switched Access Cross-Connect element to be subject to the jurisdictional reporting requirements as specified in Section E2.3.14 of Southern Bell's Access Service Tariff.

The service descriptions for EIS and VEIS will specify the locations where Special Access and Switched Access expanded interconnection are offered. Switched Access expanded interconnection locations, in addition to designated serving wire centers, will be made available at designated tandem and remote nodes/switches.

Tariff language is also being added specifying that BellSouth will file tariff revisions to the National Exchange Carrier Association, Inc. Tariff FCC No. 4 within 45 days upon receipt of a **bona fide** request for expanded interconnection at a location for which expanded interconnection has not been tariffed. The costs of providing expanded interconnection are the same for both switched and special access.

**FLORIDA COLLOCATION  
COST SUMMARY  
INTRASTATE SWITCHED ACCESS  
*Expanded Interconnection Service***

<u>Rate Element</u>	<u>Monthly 1994-1996 Levelized Directly Assigned Cost</u>	<u>Nonrecurring 1994 Directly Assigned Cost</u>
Application Fee - per Central Office		\$2,246.49
Space Preparation - per 100 Sq. Ft. Module		\$1,728.41
Space Construction Charge - per 100 Sq. Ft. Module		\$37,407.32
Interconnection Floor Space	\$420.67	
Cross-Connect per DS1 - First	\$6.05	\$106.56
- Additional		\$9.02
Cross-Connect per DS3 - First	\$53.06	\$108.67
- Additional		\$8.49
Back-up AC Power - per Module	\$141.76	\$10.38
Additional DC Power - per Module	\$146.59	\$10.38
Escort Service		
- Basic Time		
- first 1/2 hour		\$33.10
- additional 1/2 hour		\$20.04
- Overtime		
- first 1/2 hour		\$40.40
- additional 1/2 hour		\$24.90
- Premium Time		
- first 1/2 hour		\$47.70
- additional 1/2 hour		\$29.77
<b><i>Virtual Expanded Interconnection Service</i></b>		
Application Fee - per Central Office		\$2,181.07
Cable Installation - per Cable		\$2,331.84
Cable Support Structure	\$10.42	
Cross-Connect per DS1 - First	\$6.05	\$107.53
- Additional		\$9.02
Cross-Connect per DS3 - First	\$53.06	\$108.67
- Additional		\$8.49
Floor Space - per Sq. Ft.	\$2.54	
Floor Space - per Amp	\$2.93	

## E2. GENERAL REGULATIONS

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### E2.3 Obligations of the IC (Cont'd)

#### E2.3.11 Claims and Demands for Damages

- A. With respect to claims of patent infringement made by third persons, the IC shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this Tariff, any circuit, apparatus, system or method provided by the IC or end users.
- B. The IC shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or demands, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the IC's circuits, facilities, or equipment connected to the Company's services provided under this Tariff including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the IC's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the IC to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this Tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the IC, its officers, agents or employees.

#### E2.3.12 Reserved for Future Use

#### E2.3.13 Coordination with Respect to Network Contingencies

The IC shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

#### E2.3.14 Jurisdictional Report Requirements<sup>1</sup>

##### A. Jurisdictional Reports

1. When an IC initially orders Switched Access Service, as defined in E.6. following, or *Switched Expanded Interconnection Service (EIS) as defined in Section E20. following*, the IC shall state in its order the Percent Interstate Usage (PIU) on a statewide, LATA or billing account number level (at the option of the IC) on a local exchange company specific basis, separately for each of the following:
  - Feature Group A (FGA)
  - Feature Group B (FGB)
  - 700 Service Access
  - 800 Service Access
  - 900 Service Access
  - Switched Local Channel
  - Switched Dedicated Interoffice Channel
  - Channelization Equipment
  - Switched EIS Cross-Connect

**Note 1:** Except where indicated herein, references to Feature Groups will also include the applicable Basic Serving Arrangement (BSA) as detailed in the matrix in E.6.1.3.A. (e.g., the term FGA represents both FGA and Line Side Basic Service Arrangement (LSBSA)).

(S)



## E2. GENERAL REGULATIONS

(N)

### E2.3 Obligations of the IC (Cont'd)

#### E2.3.14 Jurisdictional Report Requirements<sup>1</sup> (Cont'd)

##### A. Jurisdictional Reports(Cont'd)

##### I. (Cont'd)

(C)

- DNALs associated with LSBSA<sup>2</sup>

For FGA, FGB, 700, 800 and 900 this PIU will be applicable to the associated Carrier Common Line, Local Switching, Switched Common Interoffice Channel, Interconnection and Access Tandem Switching rate elements, where applicable.

The PIU factor provided for each of the foregoing facilities categories (Switched Local Channel, Switched Dedicated Interoffice Channel, Channelization Equipment and *Switched EIS Cross-Connect*) shall reflect the combination of all traffic types which traverse such facility category.

(C)

Additionally, upon employing the 700 service Access Code over Feature Groups C or D Switched Access Service, the IC must provide the Company the PIU for the 700 calls. A PIU of less than 100 percent is not allowed in those LATAs where the service is not available as an intrastate access service. When an End User initially orders Feature Group B Switched Access Service, where facilities permit the End User will state in its order the PIU for each LATA. The IC and/or End User shall report the PIU on a statewide, LATA or billing account number level (at the option of the IC and/or End User) on a local exchange company specific basis.

Each quarter the IC shall furnish to the Company a report of the PIU on a statewide, LATA or billing account number level (at the option of the IC) on a local exchange company specific basis, separately for each of the following:

- Feature Group A (FGA)
- Feature Group B (FGB)
- 700 Service Access
- 800 Service Access
- 900 Service Access
- Switched Local Channel
- Switched Dedicated Interoffice Channel
- Channelization Equipment
- Switched EIS Cross-Connect
- DNALs associated with LSBSA<sup>2</sup>

(N)

End users must report PIU for FGB Service on a quarterly basis as described in 6 following.

When Special Access service is provided on a Switched Access facility, e.g., Special Access DS1 on a Switched Access DS3, the facility will be apportioned between Switched Access and Special Access. The jurisdiction of the Special Access service shall reflect the composite of the jurisdiction of the lower capacity services, if any, of which it is comprised.

**Note 1:** Except where indicated herein, references to Feature Groups will also include the applicable Basic Serving Arrangement (BSA) as detailed in the matrix in E6.1.3.A. (e.g., the term FGA represents both FGA and Line Side Basic Service Arrangement (LSBSA)).

**Note 2:** Where LSBSA is provisioned with a DNAL, the DNAL rates should be apportioned between interstate and intrastate using the same PIU factor as is applied to the associated LSBSA.

## E5. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE

### E5.1 General

#### E5.1.1 Scope

- A. This section sets forth the regulations and orders related to charges for Access Orders for Switched and Special Access Services. These charges are in addition to other applicable charges as set forth in other sections of this Tariff.
- B. An Access Order is an order to provide the IC with Switched Access Service, *an IC with Switched Expanded Interconnection Service*, an end user with Expanded Interconnection Service, an End User with Feature Group B Switched Access Service, an End User with Special Access Service or, to provide changes to existing Access services.
- C. The End User is ultimately responsible for the placing of and payment for all Special Access orders and Special Access charges as set forth in Sections E7. and E13. following with the following exception: Payment for Special Access Service nonrecurring charges required as a result of an IC generated activity is the responsibility of the IC. IC generated activity is defined as the relocation of an IC POP.
- D. The End User is responsible for the placing of and payment for Feature Group B and TSBSA Technical Option 1 Switched Access orders and charges as set forth in Sections E3. and E4. preceding and Section E6. following.

#### E5.1.2 Ordering Conditions

- A. An IC or End User may order any number of services of the same type and between the same locations on a single Access Order. All details for services for a particular order must be identical except for multipoint service.
- B. The IC or End User shall provide all information necessary for the Company to provide and bill for the requested service. In addition to the order information required in E5.2 following, the IC or End User must also provide:
  - Customer name and premises address(es).
  - Billing name and address (when different from customer name and address).
  - Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.
- C. A customer that orders services from this Tariff as an Enhanced Service Provider (ESP), must provide a signed statement that it meets the ESP definition as provided in E2.6.
- D. Switched Access Service Orders for Feature Group A and LSBSA shall be in lines.
- E. Switched Access Service Orders for Feature Groups B and D and TSBSA Technical Options 1 and 3 shall be in trunks.
- F. Dedicated Access Line service must be ordered in lines for use with a Feature Groups C, D or TSBSA Technical Option 2 or 3 Switched Access Service which is in service or on order.
- G. The day upon which the IC or End User has provided to the Company a firm commitment for the service and sufficient information to allow for the processing of the Access Order is the Application Date. On the Application Date the Company will establish a Service Date. The Service Date is the date on which service is to be made available to the IC or End User and on which billing will commence. The Company will release a firm order confirmation to the IC or End User which includes critical date information not later than one business day following the Scheduled Issue Date.
- H. The time required to provision the service (i.e., the interval between the Application Date and the Service Date) is known as the service interval. Such intervals will be established in accordance with published service date interval guidelines which are available to ICs and End Users upon request, whether the IC's service is subject to standard or negotiated intervals. The IC or End User may request a service date other than that established pursuant to the service date interval guidelines, and the Company, where possible, will establish the service date in accordance with such request, subject, however, to other applicable provisions of this Tariff.

## E5. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE

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### E5.2 Access Order

#### E5.2.3 Access Order Modifications

- B. Any increase in the number of Special Access Service channels, EIS DS1 cross-connect elements, or Switched Access Service lines, trunks or Switched Access Transport facilities or CCSAC signaling connections will be treated as a new Access Order (for the increased amount only).
- C. If order modifications are necessary to satisfy the transmission performance for a Special Access Service ordered by an IC or End User, these changes will be made without order modification charges being incurred by the End user.
- D. Service Date Change Charge
  - 1. Access Order service dates for installation of new services or rearrangements of existing services, may be changed, but the new service date may not exceed the original service date by more than 30 calendar days. When, for any reason, the IC or End User indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. If the IC or End User requested service date is more than 30 calendar days after the original service date, the order will be cancelled by the Company and re-issued with appropriate cancellation charges applied unless the IC or End User indicates that billing for the service is to commence as set forth in E5.2.8 following.

A new service date may be established that is prior to the original service date, if the Company determines it can accommodate the IC's or End User's request without delaying service dates for orders of other ICs, or End Users. If the service date is changed to an earlier date, the IC for Switched Access or End User for Special Access Service will be notified by the Company that Expedited Order Charges as set forth in G. following apply. Such charges will apply in addition to the Service Date Change Charge.

- 2. A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The applicable charge is:

	Nonrecurring Charge	USOC
(a) Service Date Change Charge, per Order	\$26 21	OMC

#### E. Partial Cancellation Charge

- 1. Any decrease in the number of ordered Special Access Service channels, EIS DS1 and/or DS3 cross-connect elements, or Switched Access Services, CCSAC signaling connections or WATS Access Lines will be treated as a partial cancellation and the charges as set forth in E5.2.4.B.4. following will apply.

(C)

**E5. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE**

**E5.2 Access Order(Cont'd)**

**E5.2.3 Access Order Modifications (Cont'd)**

**F. Design Change Charges**

1. The IC or End User may request a design change to the service ordered. A design change is any change to an Access Order which requires engineering review. An engineering review is a review by Company personnel, of the service ordered and the requested changes to determine what changes in the design, if any, are necessary to meet the changes requested by the IC or End User. Design changes include such things as the addition or deletion of optional features or functions or a change in the type of Switched Transport Termination (Switched Access only), type of channel interface, type of Interface Group or technical specification package. Design changes do not include a change of IC terminal location, End User premises, end office switch, Feature Group type, BSA type, EIS DS1 and/or DS3 cross-connect element, or Special Access Service channel type. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.
2. Should an IC or End User requested design change be received on a pending access order that results in the establishment of a new service date that exceeds the original service date by more than 30 days, the IC or End User shall not be required to cancel and reissue a new order, but shall be billed a Design Change Charge and a Service Date Change Charge.
3. The Company will review the requested change, notify the IC or End User whether the change is a design change, if it can be accommodated and if a new service date is required. If the IC or End User authorizes the Company to proceed with the design change, a Design Change Charge will apply. The Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a design change.

The applicable charge is:

	Nonrecurring Charge	USOC
(a) Design change charge, per order	\$26.21	H28

4. If a change of service date is required, the Service Date Change Charge as set forth in D preceding will also apply.

**G. Expedited Order Charge**

1. If an IC or End User desires that service be provided on an earlier date than that which has been established for the Access Order, the IC or End User may request that service be provided on an expedited basis. If the Company agrees to provide the service on an expedited basis, and Expedited Order Charge will apply.

If the Company is subsequently unable to meet an agreed upon expedited service date, no Expedited Order Charge will apply unless the missed service date was caused by the IC or End User.

2. The Expedited Order Charge is based on the extent to which the Access Order has been processed at the time the Company agrees to the service date improvement and is calculated as follows:
  - a. Based on the critical dates associated with the Access Order, as defined in E5.2.4 following, the Company will determine which critical date will be next completed on the order.
  - b. Using the table of E5.2.4 following and the critical date as determined preceding, the Company will determine the percent of the provisioning interval not yet completed.
  - c. The Company will apply this percentage to the sum of all the nonrecurring charges associated with the order and divide this sum by the number of days remaining in the original service interval.

**E5. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE**

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**E5.2 Access Order(Cont'd)**

**E5.2.3 Access Order Modifications (Cont'd)**

**G. Expedited Order Charge (Cont'd)**

**2. (Cont'd)**

e. The resulting cancellation charge is also shown as follows:

**(1) Cancellation Charge Percentages Listing No. 1**

**Type Service**

<b>Critical Dates</b>	<b>After: Before:</b>	<b>APP SID</b>	<b>SID LAM</b>	<b>LAM EIRD</b>	<b>EIRD DLRD</b>	<b>DLRD RID</b>	<b>RID DVA</b>
<b>SPECIAL ACCESS</b>							
WATS		3.8%	9.6%	11.9%	16.2%	21.4%	29.9%
Voice Grade		3.8%	9.5%	11.9%	16.1%	21.3%	29.7%
Telegraph Grade		3.8%	9.5%	11.9%	16.1%	21.3%	29.7%
Metallic Grade		3.8%	9.5%	11.9%	16.1%	21.3%	29.7%
Program Audio		3.6%	9.1%	11.3%	15.3%	20.3%	28.3%
High Capacity		3.7%	9.3%	11.5%	15.6%	20.6%	28.8%
EIS Cross-Connect		3.7%	9.3%	11.5%	15.6%	20.6%	28.8%
Digital Data Access		3.6%	9.1%	11.4%	16.1%	21.9%	28.5%
<b>SWITCHED ACCESS</b>							
Trunk or Lines		7.0%	18.9%	23.7%	24.9%	26.3%	35.6%
High Capacity Facilities		12.9%	29.2%	33.1%	35.5%	37.5%	42.9%
EIS Cross-Connect		3.7%	9.3%	11.5%	15.6%	20.6%	28.8%

(S)

**(2) Cancellation Charge Percentages Listing No. 2**

**Type Service**

<b>Critical Dates</b>	<b>After: Before:</b>	<b>DVA WOT</b>	<b>WOT FCD</b>	<b>FCD PTD</b>	<b>PTD DD</b>	<b>DD</b>
<b>SPECIAL ACCESS</b>						
WATS		39.7%	47.5%	69.6%	93.3%	100%
Voice Grade		39.5%	47.2%	69.5%	93.4%	100%
Telegraph Grade		39.5%	47.2%	69.5%	93.4%	100%
Metallic Grade		39.5%	47.2%	69.5%	93.4%	100%
Program Audio		37.6%	45.0%	68.6%	93.7%	100%
High Capacity		38.3%	45.8%	68.9%	93.6%	100%
EIS Cross-Connect		38.3%	45.8%	68.9%	93.6%	100%

## E5. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE

(N)

### E5.2 Access Order(Cont'd)

#### E5.2.7 Minimum Period Charges

- A. When Access Service is discontinued prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The disconnect date is the final date the IC or End User has use of the service, provided, however, when an IC provides an Access Service Request (ASR), pursuant to Section E.5, requesting a disconnection of service and the Company provides a Firm Order of Confirmation (FOC), pursuant to E5.1.2.G., confirming a date for disconnect, the date confirmed in the FOC shall be the date of disconnect unless the Company can demonstrate that usage occurred on the specific service at a date subsequent to the disconnect date contained in the FOC.

The Minimum Period Monthly Charge, for services provided with a one month minimum period will be determined as follows:

1. For Switched Access Service, usage sensitive rate elements (i.e. Carrier Common Line, Local Switching, Access Tandem Switching, Switched Common Transport, and Interconnection) the charge for each remaining month and/or fraction thereof is equal to the applicable rates for the actual or assumed usage for the month or such fraction thereof.
  2. For Switched Transport components which are not usage sensitive (i.e., Switched Local Channel and Switched Dedicated Interoffice Channel and Channelization Equipment), the charge for a month or fraction thereof is the applicable monthly rates for the service as set forth in E6.8 following.
  3. For Special Access Service and Expanded Interconnection Service, the charge for a month or fraction thereof is the applicable monthly rate for the service as set forth in E7.5, E20.1 and E20.2 following.
  4. For Switched Access Expanded Interconnection Service, the charge for a month or fraction thereof is the applicable monthly rate for the service as set forth in E6.8, E20.1.9 and E20.2.6 following. (N)
  5. For Switched Access Service Dedicated Access Lines, the charge for each remaining month and/or fraction thereof is the applicable monthly rate for the service as set forth in E6.7.3 following. (T)
  6. The Minimum Period Charges for Feature Group D or TSBSA Technical Option 3 Switched Access Service are set forth in E2.4 preceding. (T)
- B. Extraordinary circumstances may exist under which minimum period charges may be waived with Florida Public Service Commission approval.
- C. All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.
- D. Should billing for a service which is disconnected prior to the expiration of the Minimum Period cover multiple billing cycles, the bill reflecting the disconnect of service will be adjusted to account for that portion of the Minimum Period Charge previously billed to the IC. In no event shall the total recurring charge billed to the IC for such service exceed the applicable Minimum Period Charge.

All applicable nonrecurring charges associated with the provision of service will be billed in addition to the Minimum Period Charge. Such nonrecurring charges include the nonrecurring charge for the installation of service and/or optional features, Service Order Modification Charges, Additional Engineering and Labor Charges, if any, etc.

#### E5.2.8 Shared Use Facilities

Shared Use occurs when Switched and Special Access Services are provided over the same high capacity facilities, including an Expanded Interconnection Service (EIS) cross-connect, through a common interface. (C)

Billing will commence for the high capacity facility as soon as the facility is turned over to the IC for use (i.e., on the service date). Such billing will include charges for the Local Channel EIS cross-connect, or Switched Local Channel, the Channelization Equipment (i.e., the multiplexer) and the interoffice transport mileage, if any. Nonrecurring installation charges will also apply at this time. (C)

**E5. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE**

(S)

**E5.2 Access Order(Cont'd)**

**E5.2.3 Access Order Modifications (Cont'd)**

**G. Expedited Order Charge (Cont'd)**

**2. (Cont'd)**

**e. The resulting cancellation charge is also shown as follows.(Cont'd)**

**(2) Cancellation Charge Percentages Listing No. 2 (Cont'd)**

<b>Critical Dates</b>	<b>After: Before:</b>	<b>DVA WOT</b>	<b>WOT FCD</b>	<b>FCD PTD</b>	<b>PTD DD</b>	<b>DD</b>
Digital Data Access		36.0%	45.2%	69.9%	93.9%	100%
<b>SWITCHED ACCESS</b>						
Trunks or Lines		51.4%	58.3%	69.4%	90.3%	100%
High Capacity Facilities		55.7%	66.2%	69.9%	86.2%	100%
EIS Cross-Connect		38.3%	45.8%	68.9%	93.6%	100%

(S)

- C. When an IC or End User cancels an order for the discontinuance of service, no charges apply for the cancellation.**
- D. If the Company misses a service date by more than 30 days due to circumstances over which it has direct control (excluding, e.g., acts of God, government requirements, work stoppages and civil commotions), the IC or End User may cancel the Access Order without incurring cancellation charges.**

## E7. SPECIAL ACCESS SERVICE

(N)

### E7.4 Rate Regulations (Cont'd)

#### E7.4.8 Shared Use Analog and Digital High Capacity Services

Shared use occurs when Special Access Service and Switched Access Service are provided over the same High Capacity facility through a common interface. Shared Use is allowed for services provided under EIS arrangements. When the IC orders Special Access Service the facility will be rated as Special Access Service (i.e., Local Channel, Interoffice Channel, as appropriate, and Basic Channelization System and Central Office Interface(s), if applicable) until such time as the customer chooses to use a portion of the available capacity for providing Switched Access Service as set forth in E5.2.8 preceding. As each individual channel is activated for Switched Access Service, the Special Access Local Channel rates, Interoffice Channel rates, and Basic Channelization System rates, if applicable, will be reduced accordingly (e.g., 1/24th for a DS1 service, etc.). The customer must place an order for each individual Switched or Special Access Service utilizing the Shared Use Facilities and specify the channel assignment for each such service. Switched Access Service rates and charges as set forth in E6.8 preceding will apply for each channel of the shared use facility that is used to provide Switched Access Service. Where Special Access Service is provided utilizing a channel(s) of the shared use facility to the Hub, High Capacity rates and charges will apply for the facility to the Hub as set forth preceding and individual service rates and charges will apply from the Hub to the customer designated premises. The rates and charges that will apply to the portion from the Hub to the customer designated premises will be dependent on the specific type of Special Access Service that is provided (e.g., Voice Grade, Digital Data Access Service, etc.). The applicable rates and charges will include a Local Channel and Interoffice Channel, if applicable.

(C)

#### E7.4.9 Reserved for Future Use

#### E7.4.10 Reserved for Future Use

#### E7.4.11 Reserved for Future Use

#### E7.4.12 FlexServ® Service

##### A. General

FlexServ® service is an optional feature that enables the customer to monitor and reconfigure his Voice Grade, DDAS, and High Capacity special access services without the direct intervention of Company personnel.

##### 1. Basic FlexServ® Service

Basic FlexServ® service includes monitoring and reconfiguration of the customer's private line services equipped with FlexServ® service.

Monitoring consists of unsolicited signals of major and minor facility alarms. These alarms include carrier group alarms, out of service alarms, bit error rate, bipolar violations, slip errors, errored seconds, out-of-frame alarms and invalid connections. Invalid connections are connections between special access services with incompatible signals or between services without FlexServ® service. Customer requests for such connections will be denied. The Company shall not be responsible for service interruptions, troubles, loss of customer data, or any other losses resulting from attempted invalid connections.

Reconfiguration provides the customer with the ability to direct the Company to connect or disconnect circuits equipped with FlexServ® service options to or from each others of like kind at a central office or central offices where the customer has purchased FlexServ® service. Such connections and disconnections may be performed immediately or at a future time prescribed by the customer and are performed without direct interaction by Company personnel.



## E20. EXPANDED INTERCONNECTION SERVICE

### E20.1 Expanded Interconnection Service (EIS) Physical

#### E20.1.1 Service Description

- A. Expanded Interconnection Service (EIS) provides for central office interconnection of collocator-provided transmission equipment to Company *switched and special access services*. *EIS for switched access is provided at designated central offices, tandems and remote nodes/switches*. An EIS collocator provides fiber-optic cable to a Company central office manhole (entry point) and extends the fiber into the collocator's designated interconnection space. In addition, if multiple entry points are available, and the collocator so desires, multiple entry points will be provided to the collocator. The Company will designate a meet-point location within the central office where the Company's special access DS1 service and *Switched Access DS1 and/or DS3 services* will be terminated for interconnection to the collocator's transmission equipment.
- B. Microwave facilities, in lieu of fiber facilities, may be used for interconnection where they may reasonably be provided. Upon receipt of a request for microwave interconnection, the Company will negotiate the arrangements and file appropriate rates and regulations for the service.
- C. EIS is provided pursuant to the regulations, rates, and charges contained in this Tariff.
- D. The Company is solely responsible for determining whether physical interconnection is feasible in its central office sites. EIS will be provided subject to the availability of space and facilities in each central office. The Company's central office site designations are located in the National Exchange Carriers Association (NECA) Tariff F.C.C. No. 4.
- E. Where EIS is offered, if the Company determines there is insufficient space within a central office to accommodate physical interconnection via an EIS arrangement, the Company will provide virtual interconnection arrangements in accordance with prescribed Florida Public Service Commission requirements.

#### E20.1.2 Conditions of Occupancy

- A. The Company will designate the floor space within each identified central office which will serve as the collocator's interconnection space. The collocator's interconnection space will be an enclosed room which complies with safety, building and/or security requirements.
- B. A collocator may occupy interconnection space(s) as set forth in this Tariff. Occupancy for all spaces will be granted upon completion of the design and construction work. Completion date of the construction work will be negotiated between the Company and the collocator. The Company will use its best efforts to provide occupancy of the space(s) on time and will keep the collocator advised of any delays.
- C. The Company shall have the right to terminate the EIS arrangement at any time with respect to any interconnection floor space and associated cable, and conduit space(s) where the central office premises becomes the subject of a taking by eminent domain. The Company shall notify the collocator of such termination and identify the schedule by which the collocator must proceed to have its equipment and property removed from the interconnection floor space(s) and associated cable, and conduit space. The collocator shall have no claim against the Company for any relocation expenses (unless the Company is awarded relocation expense as part of any award made for such taking), any part of any award that may be made for such taking, or any loss of business from full or partial interruption or interference due to any termination. However, nothing herein shall be construed as preventing the collocator from making its own claim against the eminent domain authority ordering the taking of the central office premises.

#### E20.1.3 Service Application

- A. A collocator shall complete a written application for occupancy of any interconnection floor space, cable space, or conduit space.
- B. A collocator must provide the Company with a completed application(s), described preceding, and an application fee per request, per location.

## **E20. EXPANDED INTERCONNECTION SERVICE**

### **E20.1 Expanded Interconnection Service (EIS) Physical (Cont'd)**

#### **E20.1.3 Service Application (Cont'd)**

- C. Subject to the availability of space, the Company will process applications for occupancy on a first-come, first-serve basis by central office as determined through the receipt of the application fee. A response will be provided to the collocator within forty-five (45) days from date of receipt.
- D. The Company will accept letters of agency in conjunction with an application for expanded interconnection service.
- E. When a collocator submits an application for EIS at a location for which EIS has not been tariffed, the Company after determining that physical interconnection is feasible, will file with the National Exchange Carriers Association (NECA) Tariff F.C.C. No. 4 revisions within forty-five (45) days from date of receipt of the application adding the subject location to those locations where expanded interconnection will be offered.

#### **E20.1.4 Space Preparation and Construction**

##### **A. Pre-Construction Survey and Design and Construction**

- 1. Upon receipt of a collocator's application fee, the Company will conduct a pre-construction survey consisting of the following activities:
  - a. engineering record search and review to determine availability of interconnection space, cable space and conduit space, and multiple entry points;
  - b. inspection of central office premises and conduit to verify available space and determine the requirements of the design and construction work, and
  - c. administrative activities required to process the application
- 2. The Company will provide the collocator with an estimated interval to prepare the space
- 3. A collocator shall have thirty (30) days from receipt of an estimated completion date to place a firm order.
- 4. A collocator agrees to meet with the Company on an as needed basis to review the design and construction work plans, schedules for the interconnection space, and the installation of the collocator's equipment within its interconnection space.

##### **B. Acceptance and Turnover of Space(s)**

- 1. The Company will notify the collocator in writing of the completion of the design and construction work.
- 2. The collocator must sign a document indicating acceptance of design and construction work, prior to beginning the installation of equipment or occupancy.
- 3. Before beginning any delivery or installation of equipment and/or facilities located within the collocator's interconnection space, the collocator must notify the Company in order to coordinate use of temporary staging areas and other building facilities.
- 4. Prior to installation of an EIS arrangement, the Company will work cooperatively with the collocator to develop jointly-approved plans governing the following EIS collocator activities:
  - entry point into the manhole
  - entrance conduit
  - routing of cables between manhole entry point and interconnection space
  - splice locations

## E20. EXPANDED INTERCONNECTION SERVICE

### E20.1 Expanded Interconnection Service (EIS) Physical (Cont'd)

#### E20.1.4 Space Preparation and Construction (Cont'd)

##### C. Temporary Staging Area

1. A collocator shall have the right to use a portion of the central office(s) and loading areas, if available, on a temporary basis during the collocator's equipment installation work in its interconnection space. The collocator is responsible for protecting Company equipment and flooring, walls, and ceilings within the staging area and along the staging route. The collocator will store equipment and materials within its interconnection space when work is not in progress (e.g., overnight). No storing of equipment and materials will be permitted in the staging area(s). This temporary staging area will be vacated and delivered to the Company in a broom-clean condition upon completion of the collocator's installation work. The collocator is responsible for removing all trash and debris from the staging area prior to vacating.

##### D. Inspections of Collocator's Facilities

1. The Company has the right to inspect the collocator's equipment and facilities to ensure compliance with the provisions of this Tariff.
2. The Company will conduct an inspection of the collocator's equipment and facilities between the time of the initial turn-over of the interconnection space and prior to activation of the *Special Access DS1* cross-connect element *and Switched Access DS1 and/or DS3 cross-connect element(s)*. The Company also reserves the right to conduct an inspection when additions and/or reconfigurations are made in the interconnection space. Such inspections will be coordinated in advance with the collocator. (1)
3. Subsequent, non-emergency inspections will be conducted at yearly intervals. Two week's notification of said inspections will be provided to the collocator.
4. The Company reserves the right to make subsequent inspections without prior notification to ensure the collocator has taken corrective action for any violations previously observed and reported to the collocator by the Company.
5. In an emergency situation or in the case of inspections conducted by governmental authority, tariff requirements governing frequency and notification of inspections will not be applicable.
6. The collocator has the option of being present during an inspection(s).
7. The Company will not assess a charge against a collocator for any inspection of the collocator's interconnection space.

##### E. Reimbursement Obligation

1. If a collocator withdraws its request for EIS, the collocator is responsible for any costs incurred by the Company on behalf of the collocator up to the time of the withdrawal.
2. A collocator shall reimburse the Company for all reasonable repair or restoration costs incurred by the Company associated with damage or destruction caused by collocator's personnel, equipment, suppliers/vendors or visitors.

#### E20.1.5 Interconnection Space

##### A. Space Allocation

Interconnection space will be made available to each collocator in 100 square foot modules, per central office. Additional space will be made available, where feasible, in 100 square foot modules and may not always be contiguous with the collocator's other module(s)

## E20. EXPANDED INTERCONNECTION SERVICE

### E20.1 Expanded Interconnection Service (EIS) Physical (Cont'd)

#### E20.1.5 Interconnection Space (Cont'd)

##### B. Heat, Air and Power Support

In addition to floor space, the Company will provide heat, air conditioning, -48 volt DC power with battery back-up, central office ground, 110/208 volt AC power, as well as other environmental support, to the collocator's equipment in the same manner that it provides these items to its own equipment and facilities within the central office. The DC power will be provided as two separate feeds of 40 amp (fused) capacity each.

##### C. Use of Space

1. Floor space provided by the Company will be the location where a collocator may install and maintain transmission equipment including:

- Optical Line Terminating Equipment (OLTE)
- DS3 to DS1 Multiplexing Equipment
- 3/1 Digital Cross-Connect Systems

2. In the event the collocator occupies more than one 100 square foot module within the same central office, the collocator will be allowed to interconnect the transmission equipment contained within each of its modules. In these instances, the collocator will be responsible for supplying and installing the cabling between the modules using Company-designated supporting structures and Company-approved technicians.

3. Limitations

- a. Collocators who subscribe to EIS may not permit any other person or entity to use the allocated floor space without written permission of the Company.
- b. Collocators will not be permitted to interconnect facilities with another collocator's facilities within the same central office.
- c. EIS arrangements for *special access* will be DS1 (1.544 Mbps) electrical interconnections. *EIS arrangements for switched access will be DS1 and DS3 electrical interconnections.* (C)
- d. Switched Access traffic as described in Section E6, preceding may be carried on any *special access* DS1 transport service that is connected to an EIS arrangement. Shared Use provisions as outlined in *E5.2.8 and E7.4.8* preceding are applicable to services provided under EIS arrangements. (C)
- e. The EIS collocator may interconnect at the DS3 level with the following Company services: (N)
  - Switched access service as described in Section E6, preceding (N)
- f. The EIS collocator may interconnect at the DS1 (1.544 Mbps) level with the following Company service(s): (T)
  - DS1 (1.544 Mbps) *High Capacity Service for special access service* (C)
  - DS1 Basic Channelization System
  - FlexServ® service port in a Digital Cross-Connect System.
  - Switched access DS1 high capacity service as described in Section E6, preceding (N)
- g. If there is a requirement by the Company for the space, a collocator must place EIS facilities/equipment in unused allocated floor space within thirty (30) days of receipt of notification by the Company or return the allocated space to the Company. (T)

## **E20. EXPANDED INTERCONNECTION SERVICE**

### **E20.1 Expanded Interconnection Service (EIS) Physical (Cont'd)**

#### **E20.1.5 Interconnection Space (Cont'd)**

##### **C. Use of Space (Cont'd)**

##### **3. Limitations (Cont'd)**

- h. The Company reserves the right to reclaim floor space, in use and/or pending use, as well as cable space or conduit space, from an EIS collocator for any violations of the EIS provisions contained in this Tariff which are not corrected within fifteen (15) days of receipt of written notification by the Company. (T)**

## E20. EXPANDED INTERCONNECTION SERVICE

### E20.1 Expanded Interconnection Service (EIS) Physical (Cont'd)

#### E20.1.5 Interconnection Space (Cont'd)

##### C. Use of Space (Cont'd)

##### 4. Access to Space

- a. The Company will permit the collocator's employees, agents, and contractors, as approved by the Company, to have access to the collocator's allocated space at all times, provided that said employees, agents, and contractors comply with all Company policies and practices pertaining to fire, safety, and security. Access to the collocator's cable and any associated equipment will also be granted to the collocator's employees, agents, and contractors.
- b. The collocator will provide emergency access to its interconnection space at all times to allow the Company to react to emergencies. Upon reasonable notice, the collocator will provide the Company access to maintain the space (where applicable) and to ensure compliance with OSHA/Company regulations and standards related to fire, safety, health, and environmental safeguards. In all cases where conditions permit, notification of access will be provided and the collocator will have the option to be present at the time of access.

#### E20.1.6 Insurance

- A. A collocator shall, at its sole cost and expense, procure, maintain, pay for, and keep in force insurance as specified in B.1. and B.2. following. Insurance companies underwriting the coverage must have minimum A.M. BEST's rating of B + VI.
- B. Types of Insurance
  1. Comprehensive general liability coverage written on an occurrence basis with limits of not less than \$25 million per occurrence and in the aggregate for bodily injury, including death, and property damage. Said policy(ies) shall include, but not be limited to, contractual liability, independent contractors, products and completed operations, broad form property damage and personal injury coverages. Said policy(ies) must delete by endorsement the care, custody and control exclusion with respect to the specific location(s) covered by this agreement and include an extension of coverage for pollution resulting from hostile fire. The Company shall be named as an ADDITIONAL INSURED on all policies.
  2. Statutory workers compensation coverage and Employers' Liability coverage with limits of not less than \$100,000 each accident/\$100,000 each employee by disease/\$500,000 policy limit by disease. Such coverage shall be provided by an insurance company licensed to do business in the state of Florida when EIS is requested.
- C. A collocator may elect to purchase All Risk Property coverage on a full replacement cost basis insuring all of the collocator's real and personal property situated on or within a Company location(s), and business interruption and contingent business interruption insurance, knowing that the Company has no liability for such losses, including loss of profit or revenues, should such an interruption occur.
- D. All policies purchased by the collocator shall be endorsed to provide primary coverage and not contributing to or in excess of any similar coverage purchased by the Company.
- E. All insurance must be in effect on or before the occupancy date and shall remain in full force and effect as long as the collocator's facilities remain within any spaces governed by this Tariff.

## E20. EXPANDED INTERCONNECTION SERVICE

### E20.1 Expanded Interconnection Service (EIS) Physical (Cont'd)

#### E20.1.6 Insurance (Cont'd)

- F. Prior to the interconnection site preparation and within thirty (30) days of each policy renewal, the collocator shall submit certificates of insurance and copies of policies and required endorsements reflecting the coverage specified in B.1. and B.2. preceding. The collocator shall arrange for the Company to receive thirty (30) days advance notice of cancellation from the collocator's Insurance Company. Certificates of insurance, copies of policies and endorsements, and notice of cancellation should be forwarded to:

BellSouth Telecommunications, Inc.  
Attn: Insurance Coordinator  
South S9A1  
3535 Colonnade Parkway  
Birmingham, Alabama 35243

- G. A collocator must also conform to the recommendation(s) made by the Company's Property Insurance Carrier and/or recognized inspection companies which the Company has already agreed to or to such recommendations which it shall hereafter agree to.

#### E20.1.7 Installation and Maintenance

##### A. Specifications

1. All collocator fiber cable and splices must comply with Bellcore Generic Requirements for Optical Fiber and Optical Fiber Cable (TR-NWT-000020), as it relates to fire, safety, environmental safeguards or interference with the company's services or facilities.
2. The collocator's equipment to be installed within Company central offices must comply with the Bellcore Network Equipment Building System (NEBS) General Equipment Requirements (TR-NWT-000063), BellSouth Telecommunications "Central Office Equipment Installation Standards" (TR 73503), National Electrical Code standards; and any local, state, or federal statutory and/or regulatory requirements in effect at the time or subsequent to equipment installation.
3. Technical specifications and interface combinations for *special access* DS1 (1.544 Mbps) and *switched access DS1 and DS3* EIS interconnections are contained in BellSouth Telecommunications TR-73572 "Expanded Interconnection Service DS1 and DS3 Level Network Interface." (C)
4. All work for which the collocator is responsible must be performed by Company-authorized vendors. Authorization procedures may be obtained from the Company upon request. Such authorization will not be unreasonably withheld.
5. The Company will designate a meet-point location within each central office as the physical demarcation point between the EIS collocator's equipment and the Company's equipment. The Company will be responsible for all installation, maintenance, and related activities associated with its equipment up to the demarcation point.
6. The collocator will be responsible for providing, installing, maintaining, and repairing the following:
  - fiber optic cable(s) from entry point to interconnection space
  - collocated transmission equipment
  - cable from EIS collocator's transmission equipment to Company-designated meet-point location.

## **E20. EXPANDED INTERCONNECTION SERVICE**

### **E20.1 Expanded Interconnection Service (EIS) Physical (Cont'd)**

#### **E20.1.7 Installation and Maintenance (Cont'd)**

##### **B. Entrance Facilities**

###### **1. Entrance Manhole**

The Company reserves the right to prohibit all equipment and facilities, other than cable, from its entrance manholes. No splicing will be permitted in the entrance manhole. The collocator must provide a length of underground fiber optic cable in the entrance manhole specified by the Company of sufficient length to be pulled through the conduit and into the cable vault splice locations. The collocator is responsible for placement of the fiber optic facility within the manhole and for the maintenance of the fiber optic cable(s). Access to the manhole is covered by the terms and conditions specified by the Company.

###### **3. Conduit Space**

The collocator is responsible for installing collocator-provided fiber optic feeder cable in the conduit space. The Company may provide shared conduit with dedicated inner duct. The collocator will not be permitted to reserve space in the conduit. If new conduit is required, the Company will negotiate with the collocator to determine the specific location.

###### **4. Cable Space - Cable Vault**

The collocator is responsible for installing and maintaining a splice where its fiber optic feeder cable meets its fire retardant inside riser cable within the cable vault or designated splicing chamber. The splice in the cable vault must be a mechanical splice; to avoid safety hazards, no fusion splicing will be permitted. The Company will provide space and racking for the placement of an approved secured fire retardant splice enclosure. The collocator must tag all entrance facilities to indicate ownership. To avoid unnecessary reinforcements or rearrangements, the collocator agrees to place facilities necessary to accommodate a ten year demand forecast. The collocator will be accompanied by a Company security escort in all manhole and vault locations.

###### **5. Cable Space - Risers and Cable Racks**

The collocator will provide the cable for installation between the manhole and the collocator's interconnection space. All riser fiber cables must meet the requirements specified in the current National Electrical Code. The collocator will be responsible for installing the cable using Company-approved contractors.

##### **C. Maintenance**

- 1. The collocator will be responsible for notifying the Company of significant outages which could impact or degrade Company switches and services, and will provide collocator's estimated time for restoration.**
- 2. The Company will maintain assignment control up to the street/pole location.**
- 3. The collocator is responsible for providing a contact number for maintenance support that is readily accessible 24 hours per day, 7 days per week.**
- 4. The collocator is responsible for providing trouble report status when requested.**
- 5. Troubles reported to or observed by the collocator should be tested and isolated by the collocator prior to reporting the trouble to the Company.**



## **E20. EXPANDED INTERCONNECTION SERVICE**

### **E20.1 Expanded Interconnection Service (EIS) Physical (Cont'd)**

#### **E20.1.7 Installation and Maintenance (Cont'd)**

##### **D. Non-Compliant Installations**

If at any time, the Company reasonably determines that either the equipment or the installation does not meet the requirements outlined in this Tariff, the collocator will be responsible for the costs associated with the removal of equipment or modification of the equipment or installation to render it compliant. If the collocator fails to correct any non-compliance with these standards within thirty (30) days written notice to the collocator, the Company may have the equipment removed or the condition corrected at the collocator's expense. If, during the installation phase, the Company determines any collocator activities and/or equipment are unsafe, or in violation of any applicable fire, environmental or other laws or regulations, the Company has the right to suspend the work upon reasonable notice to the collocator. Such suspension will remain in effect until appropriate action is taken by the collocator to correct the condition. However, when such a condition poses an immediate threat to the safety of Company employees, interferes with the performance of Company service obligations, or poses an immediate threat to the physical integrity of the conduit system or the cable facilities of the Company, the Company may perform such work and/or take such action that the Company deems necessary without prior notice to the collocator. The reasonable cost of said work and/or actions shall be borne by the collocator.

##### **E. Removals, Relocations and Rearrangements**

1. Upon termination of service provided under this Tariff, a collocator must remove its equipment from the interconnection space within thirty (30) days. Upon removal by the collocator of all its equipment from the interconnection space or portion thereof, the collocator must restore that interconnection space to its original condition at the time of occupancy. Due to physical and technical constraints, removal of cable is at the Company's option.
2. In the event that the Company vacates its space within a central office, it will be necessary for any collocators within that central office to vacate as well. The Company will not be liable for any of the expenses associated with removal or relocation of the collocator's equipment and property from the central office, or for any loss and/or interference of business as a result of the collocator vacating the central office. However, the Company will make reasonable efforts to minimize any interruption and/or interference to a collocator's service during the relocation. The Company will also provide six (6) months notice of its intent to vacate a central office to all collocators located within the affected office.
3. Should a collocator wish to move equipment from one location to another, the collocator will be responsible for removing and transporting its equipment to the new site and installing it. The Company will treat the relocation as a new installation under the terms and conditions of this Tariff.
4. Should the Company need to install additional facilities in any conduit system, in which the collocator occupies conduit space, for the purpose of meeting its own service requirements or providing for another collocator, the Company will, after notifying the collocator of the additional occupancy requirements, use the collocator's facilities in the conduit system as reasonably determined by the Company so the additional facilities of the Company, or other collocator, may be accommodated.
5. In an emergency, the Company will use reasonable efforts to notify the collocator, but nevertheless may rearrange the collocator's facilities occupying a conduit, manhole, cable vault, riser system or cable support structure without prior notification. Such rearrangements will be at the collocator's expense, if such an emergency is a result of a collocator's occupancy of space(s) under this Tariff or as a result of any act or omission on the part of the collocator, its employees, agents, or vendors.

## E20. EXPANDED INTERCONNECTION SERVICE

### E20.1 Expanded Interconnection Service (EIS) Physical (Cont'd)

#### E20.1.7 Installation and Maintenance (Cont'd)

##### E. Removals, Relocations and Rearrangements (Cont'd)

6. When a collocator intends to modify, move, replace or add to equipment or facilities within or about the interconnection space and requires special services (e.g. use of freight elevators, loading dock, staging area, etc.), the collocator must provide advance notification to the Company in order to coordinate use of the facilities.

##### F. Shared Building Facilities

The reasonable use of shared building facilities (e.g., elevators, unrestricted corridors, designated restrooms, etc.) will be permitted. If the collocator requires access to cable risers and racking for maintenance purposes, a Company security escort will be provided at the collocator's expense. Charges for a security escort are assessed in half-hour increments as set forth in E20.1.9 following.

##### G. Security Arrangements

1. The collocator agrees to abide by all Company security practices for non-Company employees with access to Company central offices.
2. The collocator will supply the Company with a list of its employees or approved vendors who require access. The list will include Social Security numbers of all such individuals.
3. The Company will issue non-employee photo identification cards for each collocator employee/vendor listed in accordance with 2. preceding. These cards must be displayed at all times.
4. The Company will issue access cards to each listed employee/vendor where access card systems are available. This card will permit access to the location of the collocator's interconnection space. The collocator is responsible for returning cards of its terminated employees. All cards must be returned upon termination of the service provided under this Tariff. Where card access is not available, a Company security escort may be required at the expense of the collocator.
5. Where a collocator provides the security device for its interconnection space, the collocator will provide access for the Company to be used in the event of an emergency.
6. During the installation phase, or for subsequent maintenance, the collocator or its approved vendor will have access to the interconnection space and any room or area required by them to necessitate the installation. The collocator will be escorted in unsecured areas outside its interconnection space by a Company security escort at the collocator's expense.
7. In the event of work stoppages, separate entrances will be established for the collocator(s), where possible.

##### H. Rules of Conduct

The collocator agrees that its employees/vendors with access to the Company central office(s), manholes, vaults, etc., shall at all times adhere to the rules of conduct established by the Company for the central office and Company personnel and vendors. Such rules will be provided to the collocator. The Company reserves the right to make changes to such procedures and rules to preserve the integrity and operation of the Company network or facilities or to comply with applicable laws and regulations. The Company will provide the collocator with written notice of such changes.

## E20. EXPANDED INTERCONNECTION SERVICE

### E20.1 Expanded Interconnection Service (EIS) Physical (Cont'd)

#### E20.1.7 Installation and Maintenance (Cont'd)

##### I. Liability and Damages

1. The Company reserves to itself, its successors and assigns, the right to utilize the space within its central office(s) in such a manner as will best enable it to fulfill its own service requirements. The Company shall not be liable to the collocator for physical damage to the collocator's facilities or equipment occupying a Company central office unless caused by the negligence or willful misconduct of the Company. The Company shall not be liable to a collocator or customers of the collocator for any interruption collocator's service or for interference with the operation of the collocator's facilities arising in any manner out of the collocator's use of space in a Company central office(s) unless said interruption or interference results from the negligence of the Company, its employees or agents.
2. The collocator shall indemnify, defend, and save harmless the Company from and against any and all losses, claims, demands, causes or action, and costs, including attorneys' fees, whether suffered, made, instituted, or asserted by the collocator or by any other party or person for damages to property and injury or death to persons, including payments made under any Worker's Compensation Law or under any plan for employees' disability and death benefits, which may arise out of or be caused by the installation, maintenance, repair, replacement, presence, use or removal of a collocator's equipment or facilities or by their proximity to the equipment or facilities of all parties occupying space in a Company central office(s), or by any act or omission of the Company, its employees, agents, former or striking employees, contractors, in connection therewith.
3. The collocator shall indemnify, defend, and save harmless the Company from and against any and all losses, claims, demands, causes of action, damages and costs, including but not limited to attorney's fees and damages, costs, and expense of relocating conduit systems resulting from loss of right of way or property owner consents, which may arise out of or be caused by the presence in, or the occupancy of the central office by the collocator, and/or acts by the collocator, its employees, agents, or contractors.
4. In no event shall the Company or any of its directors, officers or employees or agents be liable for any loss of profit or revenue by the collocator or for any loss of AC or DC power, HVAC interruptions, consequential, incidental, special, punitive or exemplary damages incurred or suffered by the collocator, even if the Company has been advised of the possibility of such loss or damage. The collocator shall indemnify, defend, and hold harmless the Company, its directors, officers and employees, servants, agents, affiliates and parent, from and against any and all claims, cost, expenses or liability arising out of the collocator's installation and operation of its facilities and equipment within the interconnection space.
5. The collocator represents, warrants and covenants that it shall not cause or permit any other party to cause any environmental conditions in, at or affecting the central office which violate any federal, state or local law, ordinance, rule or regulation. The collocator shall indemnify, defend, and hold harmless the Company from any and all liability, damage claim or cost of any kind, including reasonable attorneys' fees, resulting from or arising out of any breach of the foregoing sentence.
6. The collocator shall be responsible for the actions of all persons under its control when working in the Company's central office and cable space.
  - a. If the interconnection space or any part thereof shall be damaged by fire or other casualty, the collocator shall give immediate notice thereof to the Company and the provisions of this Tariff shall continue in full force and effect except as hereinafter set forth.

## **E20. EXPANDED INTERCONNECTION SERVICE**

### **E20.1 Expanded Interconnection Service (EIS) Physical (Cont'd)**

#### **E20.1.7 Installation and Maintenance (Cont'd)**

##### **I. Liability and Damages(Cont'd)**

###### **6. (Cont'd)**

- b. If the interconnection space is partially damaged or rendered partially unusable by fire or other casualty not caused by the collocator, the damages thereto shall be repaired by and at the expense of the Company. The interconnection space fee, until such repair shall be substantially completed, shall be reduced from the day following the casualty according to the portion of the interconnection space and/or associated cable and conduit spaces which are rendered unusable.
- c. If the interconnection floor space, cable space, or conduit space is totally damaged or rendered wholly unusable by fire or other casualty not caused by the collocator, then the occupancy fees shall be paid up to the time of the casualty and thenceforth shall cease until the date when the space shall have been repaired and restored by the Company, subject to the Company's right to elect not to restore the same as hereinafter provided.
- d. If the interconnection space, cable space, or conduit space is rendered wholly unusable through no fault of the collocator, or (whether or not the interconnection space is damaged in whole or in part) if the building shall be so damaged that the Company shall decide to demolish it or not to rebuild it, then, in any of such events, the Company may elect to terminate service under this Tariff by written notice to the collocator given within ninety (90) days after such fire or casualty specifying a date for the cessation of service, which date shall not be more than sixty (60) days after the giving of such notice, and upon the date specified in such notice service under this Tariff shall cease and the collocator shall forthwith quit, surrender and vacate the interconnection space without prejudice however to the Company's rights and remedies against the collocator under the tariff provisions in effect prior to such termination, and any occupancy fee owing shall be paid up to such date and any payments of the occupancy fee made by the collocator which were on account of any period subsequent to such date shall be returned to the collocator. Unless the Company shall serve a termination notice as provided for herein, the Company shall make the repairs and restorations under the conditions of a. and b. preceding, with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond the Company's reasonable control. After any such casualty, the collocator shall cooperate with the Company's restoration by removing from the interconnection space as promptly as reasonably possible, all of the collocator's salvageable inventory and movable equipment, furniture and other property. The collocator's liability for occupancy fees shall resume either upon occupancy by collocator or thirty (30) days after written notice from the Company that the Interconnection Floor Space, cable space, or conduit space is restored to a condition comparable to that existing prior to such casualty.
- c. Nothing contained herein shall relieve the collocator from liability that may exist as a result of damage from fire or other casualty. The collocator acknowledges that the Company will not carry insurance on the collocator's furniture and/or furnishings or any fixtures or equipment, improvements, or appurtenances removable by the collocator, and agrees that the Company will not be obligated to repair any damage thereto or replace the same.

## **E20. EXPANDED INTERCONNECTION SERVICE**

### **E20.1 Expanded Interconnection Service (EIS) Physical (Cont'd)**

#### **E20.1.7 Installation and Maintenance (Cont'd)**

##### **J. Confidential Information**

1. The Company agrees to hold in confidence information provided to it by a collocator pursuant to this Tariff; and information known to the Company as a result of the interconnection of equipment contained in the interconnection space to Company facilities and services if such information is of a competitive nature. Similarly, the collocator agrees to hold in confidence information provided to it by the Company pursuant to this Tariff; and information known to the collocator as a result of its presence in Company spaces if such information is of a competitive nature. Neither party is obligated to hold in confidence information that:
  - a. was already known to the party free of any obligation to keep said information confidential;
  - b. was or becomes publicly available by other than unauthorized disclosure; or
  - c. was rightfully obtained from a third party not obligated to hold such information in confidence.

##### **K. Title**

This Tariff does not convey to a collocator any right, title or interest in the Company central office facility; the interconnection space; interconnection space enclosure; cable space; cable racking; vault space or conduit space.

##### **L. Force Majeure**

The Company shall not be liable for any delay or failure in performance of any part of this Tariff to the extent that such failure or delay is caused by acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers or other causes beyond the control of the Company.

#### **E20.1.8 Rate Regulations**

##### **A. EIS Element**

Regulations governing the application of EIS rates and charges are described following. Rates and charges for each element are specified in E20.1.9 following.

##### **1. Application Fee**

An Application Fee in the amount specified in E20.1.9 following must be submitted with the collocator's application for EIS. The first-come, first-serve policy of allocating interconnection space will be determined based upon the order of receipt of application for EIS along with the Application Fee. The Application Fee will be used for the pre-construction survey which includes the design of the interconnection space, including cable and conduit space, construction requirements, and engineering and construction intervals.

An Application Fee is required with each EIS arrangement application submitted per central office. If more than one interconnection space module within the same central office is ordered on the initial EIS arrangement application, then only one Application Fee will apply. A subsequent application for an additional interconnection space module(s) within the same central office must be submitted with another Application Fee.

## E20. EXPANDED INTERCONNECTION SERVICE

### E20.1 Expanded Interconnection Service (EIS) Physical (Cont'd)

#### E20.1.8 Rate Regulations (Cont'd)

##### A. EIS Element (Cont'd)

##### 2. Space Preparation Charge

The Space Preparation Charge applies for each interconnection space module ordered regardless of whether an additional module(s) is requested as part of the initial EIS application.

Space preparation involves processing the order for the interconnection space including interexchange carrier service center activities, network coordination activities, and outside plant provisioning activities between the central office manhole and the interconnection space.

Payment of the Space Preparation Charge must be made prior to the start of the space construction.

##### 3. Space Construction Charge

The Space Construction Charge applies for each interconnection space module designed and constructed for a collocator's occupancy.

Space construction involves space design and preparation, including design and preparation of the interconnection space enclosure, design and placement of required environmental, electrical, and fire safety support features, and design and placement of required support structures.

Payment of the Space Construction Charge must be made prior to the start of the space construction. Should a collocator vacate an interconnection space, the collocator will be credited with the remaining unamortized amount of the Space Construction Charge upon subsequent occupancy of the same interconnection space by another collocator. The subsequent collocator will be responsible for payment of the remaining unamortized amount of the Space Construction Charge prior to occupying the interconnection space.

##### 4. Interconnection Floor Space

Interconnection floor space ("interconnection space") consists of a minimum 100 square foot enclosure constructed to accommodate the collocator's interconnection equipment. The recurring charge for the interconnection floor space applies per 100 square foot module and includes heat, ventilation, air conditioning (HVAC), standard DC power with battery back-up, AC power, environmental alarms, card access, dust partitions, circuit and associated breaker, etc.

##### 5. Cross-Connect

A recurring charge applies for the *special access DS1 (1.544 Mbps) Cross-Connect element and the switched access DS1 and DS3 cross-connect element(s)* which consists of the cable connection between the collocator's transmission equipment and interconnection space as well as cross-connect panels, terminal blocks, intraoffice repeaters, cable rack, bay framework and other supporting hardware. (C)

The DS1 cross-connect element is designated as switched or special access, depending on the type of service to which it cross-connects. The switched DS1 and/or DS3 cross-connect element is subject to the jurisdictional report requirements as set forth in E2.3.14 of this Tariff. (N)

Nonrecurring charges for the DS1 (*switched and special*) and *switched DS3* Cross-Connect(s) are assessed on a "First" and "Additional" basis. (C)

##### 6. Security Escort

A security escort is provided to a collocator for security purposes whenever the collocator, or approved agent, desires access outside of the collocator's interconnection space in an unsecured area of the Company's office.

## E20. EXPANDED INTERCONNECTION SERVICE

### E20.1 Expanded Interconnection Service (EIS) Physical (Cont'd)

#### E20.1.8 Rate Regulations (Cont'd)

##### A. EIS Element (Cont'd)

##### 6. Security Escort (Cont'd)

Charges for a security escort are assessed in half-hour increments as either Basic, Overtime, or Premium Time charges. A request resulting in the dispatch of a Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of three hours.

##### 7. Back-Up AC Power

Collocators have the option of ordering Back-Up AC Power consisting of 40 amp, 110/208 volt, Single Phase to be provided on a per module basis.

##### 8. Additional DC Power

Collocators have the option of ordering Direct Current 48 volt power with battery back-up on a per module basis.

##### B. Access Service Elements

1. The access service elements, as set forth in Section E3., Carrier Common Line Access Service; Section E6., Switched Access Service; Section E9., Directory Assistance; and Section E18., Operator Service Access Service, ordered and/or working in association with Switched DS1 and/or DS3 Cross-Connect Service will be billed to and paid for by the customer of record for the service involved.

2. For Switched Access Service line or trunk activation charges, see E6.8.1.F. of this Tariff.

(N)  
 (N)  
 (N)

#### E20.1.9 Rates and Charges

##### A. Expanded Interconnection Service (EIS) Physical

##### 1. Application Fee

	Monthly Rate	Nonrecurring Charge	USOC	
(a) Per Location	\$-	\$3,460.00	ECS	
2. Space Preparation Charge				
(a) Per 100 Square Foot Module	-	2,390.00	ESPSP	
3. Space Construction Charge				
(a) Per 100 Square Foot Module	-	37,410.00	ESPSC	
4. Interconnection Floor Space				
(a) Per 100 Square Foot Module	456.47	-	ESPFS	
5. Cross-Connect - Per DS1 (1.544 Mbps)				
	Monthly Rate	Nonrecurring Charge		USOC
(a) Special	\$7.92	First \$155.00	Additional \$14.00	CNC1X
(b) Switched	7.92	155.00	14.00	CNDS1 (N)
6. Cross-Connect - Per DS3				(N)
(a) Switched	68.41	155.00	13.00	CNDS3 (N)

**E20. EXPANDED INTERCONNECTION SERVICE**

**E20.1 Expanded Interconnection Service (EIS) Physical (Cont'd)**

**E20.1.9 Rates and Charges (Cont'd)**

**A. Expanded Interconnection Service (EIS) Physical (Cont'd)**

**7. Security Escort**

	First Half Hour Or Fraction Thereof	Each Additional Half Hour Or Fraction Thereof	USOC
(a) Basic Time, normally scheduled work hours	\$41.00	\$25.00	SPTBX
(b) Overtime, outside of normally scheduled working hours on a scheduled work day	48.00	30.00	SPTOX
(c) Premium Time, outside of scheduled work day	55.00	35.00	SPTPX

(T)

**8. Optional Features and Functions**

	Monthly Rate	Nonrecurring Charge	USOC
(a) Back-Up AC Power <sup>1</sup> - Per Module (40 amp, 110/208 volts, Single phase)	\$169.58	\$17.00	OFFAX
(b) Additional DC Power <sup>2</sup> - Per Module (Two separate - 48 volts DC feeds (A&B) of 40 amp (fused) capacity)	174.20	17.00	OFFDX

(T)

**Note 1:** Nonrecurring charges for Back-Up AC Power do not apply if the power option is ordered coincident with the initial EIS arrangement.

**Note 2:** Nonrecurring charges for additional DC Power do not apply if the power option is ordered coincident with the initial EIS arrangement.



## E20. EXPANDED INTERCONNECTION SERVICE

### E20.2 Virtual Expanded Interconnection Service (VEIS)

#### E20.2.1 Service Description

- (C)
- A. Virtual Expanded Interconnection Service (VEIS) provides for central office interconnection of collocator-provided fiber optic facilities to Company *switched and special access services VEIS for switched access service is provided at designated central offices, tandems, and remote nodes/switches*. Under VEIS, a collocator provides fiber optic cable to a Company-designated interconnection point outside of the central office, such as a manhole. The Company will pull the cable from the interconnection point into the central office for connection to the VEIS collocator-provided transmission equipment. A VEIS arrangement may interconnect with Company special access DS1 and Company *switched access DS1 and DS3* high capacity services within the central office.
  - B. VEIS will be made available subject to the availability of space and facilities in each Company central office and will be offered when physical interconnection via EIS arrangements is not offered and/or when a request for a VEIS arrangement has been satisfactorily negotiated between the Company and the collocator. The Company's central office site designations are located in the National Exchange Carriers Association (NECA) Tariff F.C.C. No. 4. In addition, the provisioning in E20.1.3 will also apply.
  - C. General regulations, rates, and charges applicable to all VEIS arrangements are contained in this Tariff. Rates, terms, and conditions that are unique to a VEIS arrangement will be negotiated between the Company and the VEIS collocator and subsequently filed in this Tariff.

#### E20.2.2 Regulations

- A. The Company will designate the point of interconnection in proximity to the central office building. VEIS collocators will be responsible for providing, placing, and maintaining their fiber optic cable up to the point of interconnection and for leaving sufficient cable length to enable the Company to extend the cable into the cable vault or other central office entrance.
- B. The Company will pull the cable from the interconnection point to the cable vault where the cable will be spliced to collocator-provided fire retardant riser cable which the Company will install. The riser cable must be compatible with the collocator's outside fiber, must meet the requirements of Article 770 of the National Electric Code for fire retardant sheath, and must have an all dielectric sheath and core, i.e., no metallic strength member or sheath component.
- C. The Company will provide the VEIS collocator with information on the length of cable required from the point of interconnection to the cable vault, and the length of riser cable required.
- D. The VEIS collocator must furnish the terminating equipment that the Company will use to provide the VEIS arrangement. The equipment must comply with the Bellcore Network Equipment Building System (NEBS) General Equipment Requirements (TR-NWT-000063); National Electrical Code standards; and any local, state or federal statutory and/or regulatory requirements in effect at the time or subsequent to equipment installation.
- E. In addition to providing the central office terminating equipment, e.g., fiber optic terminals, DS3/DS1 channelization equipment, fiber terminating device, etc., the VEIS collocator must also set all software options for the transmission equipment and associated plug-ins as well as provide the following:
  - 1. all necessary plug-ins/circuit packs (both working and spare) including any required options that must be physically set on the plug-ins
  - 2. all unique tools and test equipment
  - 3. rack mounted storage unit to house spare plug-ins, tools, and test equipment
  - 4. any desired equipment for remote monitoring and control
  - 5. fuse panel(s) with sufficient capacity for all collocator-provided equipment
  - 6. network facility rack(s), i.e., relay racks, to mount all of the preceding referenced equipment and Company-provided interconnection panel(s).

## E20. EXPANDED INTERCONNECTION SERVICE

### E20.2 Virtual Expanded Interconnection Service (VEIS)(Cont'd)

#### E20.2.2 Regulations (Cont'd)

- F. All VEIS provided equipment may be provided already mounted in the necessary rack(s)
- G. Performance monitoring and control of all facilities and equipment used in provisioning a VEIS arrangement will be the responsibility of the VEIS collocator. The VEIS collocator will be responsible for initiating maintenance requests for said facilities and equipment.
- H. The Company will have responsibility for installation and repair of the facilities and equipment used to provide VEIS from the point of interconnection up to and including the VEIS central office terminating equipment.
- I. The Company will designate a meet-point location within the central office where the Company's special access DS1 service and switched access DS1 and/or DS3 service will be terminated for interconnection with the VEIS central office equipment. The VEIS DS1 network interfaces (NIs) will be identical to those for EIS interconnections and are contained in TR 73572 "Expanded Interconnection Service DS1 and DS3 Level Network Interface Specifications." (C)
- J. The Company will work cooperatively with the VEIS collocator to facilitate joint testing and maintenance related activities.

#### E20.2.3 Limitations of Service

Provisions addressing VEIS interconnections to the Company network and service prohibitions for VEIS arrangements are the same as those for physical EIS arrangements as described in E20.1.5 C.3.c. through e. preceding. Additional regulations applicable to VEIS collocation arrangements are as follows:

- A. Collocators who subscribe to VEIS will not have access to the Company building, except as provided in E20.2.4.D. following.
- B. A Company security escort will accompany the VEIS collocator at the interconnection point outside of the central office. The security escort will be provided at the collocator's expense in accordance with charges described in E20.1.9.A.7 preceding.
- C. The Company will not interconnect facilities between two or more different collocators within the same central office.
- D. The Company and the VEIS collocator will negotiate an arrangement whereby the collocator-provided facilities and equipment will be furnished to the Company. Upon termination of a VEIS arrangement, the collocator-provided equipment will be removed and returned to the collocator.

#### E20.2.4 Provision of Service

##### A. Service Application

- 1. A collocator shall complete and provide to the Company a written application requesting a VEIS service arrangement and an Application Fee per request, per central office. Details on the specific requirements of the requested VEIS arrangement, including interconnect drawings technical specifications, and other equipment related documentation, must be provided with the written application.
- 2. The Company will process applications for VEIS arrangements on a first-come, first-serve basis by central office as determined through the receipt of the Application Fee.
- 3. The Company will accept letters of agency in conjunction with an application for virtual expanded interconnection service.
- 4. Upon receipt of the Application Fee, the Company will conduct the following design and planning activities:
  - a. engineering record search and review to determine availability of conduit, rack, and floor space

## E20. EXPANDED INTERCONNECTION SERVICE

### E20.2 Virtual Expanded Interconnection Service (VEIS)(Cont'd)

#### E20.2.4 Provision of Service (Cont'd)

##### A. Service Application (Cont'd)

###### 4. (Cont'd)

- b. determine requirements of the requested VEIS design.
- c. administrative activities required to process the application including development of the installation charge and interval quotation.
5. Once the Company has completed the design and planning activities, the collocator will be provided with a quote of the equipment installation charge and informed of the floor space and power requirements and time intervals.
6. A collocator shall have thirty (30) days from receipt of the information to place a firm order.
7. Payment of the Cable Installation and Equipment Installation nonrecurring charges must be made prior to the Company commencing work on the VEIS arrangement work order.
8. A collocator agrees to meet with the Company on an as needed basis to review the design and work plans and schedules for the installation of the collocator-designated terminating equipment and facilities.

##### B. Service Activation

1. The Company will notify the collocator in writing upon completion of the installation work and prior to activating the VEIS arrangement.
2. The Company will provide the VEIS collocator with the circuit identification associated with the collocator-provided terminating equipment as well as the specific location of the equipment, e.g., central office, bay location, shelf, etc., at the time of installation.
3. The Company will utilize existing central office test equipment, or the collocator-provided unique test equipment, for acceptance and repair in cooperation with the VEIS collocator.

##### C. Training

If a collocator selects terminating equipment hardware and/or software which is not currently in use in the Company central office where VEIS will be provided, the collocator will be responsible for payment of training for Company personnel on the installation and repair of said equipment. Charges for training will be assessed and negotiated on an individual case basis.

##### D. Inspections

A VEIS collocator may request permission to enter the central office building(s) for the purpose of inspecting its terminating equipment. A Company security escort will accompany the VEIS collocator during said inspections at the expense of the collocator. Security escort rates are as set forth in E20.1.9.A.7 preceding.

##### E. Insurance

1. A VEIS collocator shall, at its sole cost and expense, procure, maintain, pay for, and keep in force insurance as specified in 2. following. Insurance companies underwriting the coverage must have a minimum A.M. BEST's rating of B + VI.
2. Type of Insurance
  - a. Comprehensive general liability coverage written on an occurrence basis with limits of not less than \$1 million per occurrence and \$3 million in the aggregate for bodily injury, including death, and property damage. The Company shall be named as an ADDITIONAL INSURED under this policy.

## E20. EXPANDED INTERCONNECTION SERVICE

### E20.2 Virtual Expanded Interconnection Service (VEIS)(Cont'd)

#### E20.2.4 Provision of Service (Cont'd)

##### E. Insurance (Cont'd)

##### 2. Type of Insurance (Cont'd)

b. Statutory workers compensation coverage and Employer's Liability coverage with limits of not less than \$100,000 each accident/\$100,000 each employee by disease/\$500,000 policy limit by disease. Such coverage shall be provided by an insurance company licensed to do business in the respective state(s) for which VEIS is requested.

3. All insurance must be in effect on or before the service due date and shall remain in full force and effect as long as the collocator's facilities and equipment remain within a Company central office(s).
4. Prior to activation of the service, and within thirty (30) days of each policy renewal, the collocator shall submit certificates of insurance reflecting the coverage specified in 2. preceding. The collocator shall arrange for the Company to receive 30 days advance notice of cancellation from the collocator's Insurance Company. Certificates of insurance and notice of cancellation should be forwarded to:

BellSouth Telecommunications, Inc.  
Attn: Insurance Coordinator  
South S9A1  
3535 Colonnade Parkway  
Birmingham, Alabama 35243

5. A VEIS collocator may elect to purchase All Risk Property coverage on a full replacement cost basis insuring all of the collocator's real and personal property situated on or within a Company location(s), and business interruption insurance, knowing that the Company has no liability for such losses, including loss of profit or revenues, should such an interruption occur.

##### F. Maintenance

Except in emergency situations, the collocator-provided fiber optic cable facilities and terminating equipment will be maintained only upon request of the VEIS collocator. In an emergency, the Company will use reasonable efforts to notify the collocator, but nevertheless may perform such maintenance as deemed necessary without prior notification. When initiating maintenance requests on VEIS equipment, the collocator must provide the Company with the associated circuit identification and specific location of the equipment, as well as a detailed description of the trouble. Charges for maintenance performed upon request from, or on behalf of, the VEIS collocator will be billed to the collocator on a time sensitive basis as described in E13.3.1 preceding. No charges will be assessed to the VEIS collocator for maintenance if said maintenance is required as a result of negligence or willful misconduct on the part of the Company, or from incidental damage resulting from Company activities or equipment malfunctions.

##### G. Liability and Damages

1. The Company reserves to itself, its successors and assigns, the right to utilize the space within its central office(s) in such a manner as will best enable it to fulfill its own service requirements. The Company shall not be liable to the collocator for physical damage to the collocator's facilities or equipment occupying a Company central office(s) unless caused by the negligence or willful misconduct of the Company. The Company shall not be liable to a collocator or customers of the collocator for any interruption of the collocator's service or for interference with the operation of the collocator's facilities in a Company central office(s) unless said interruption or interference results from the negligence of the Company, its employees or agents.

## **E20. EXPANDED INTERCONNECTION SERVICE**

### **E20.2 Virtual Expanded Interconnection Service (VEIS)(Cont'd)**

#### **E20.2.4 Provision of Service (Cont'd)**

##### **G. Liability and Damages (Cont'd)**

2. The collocator shall indemnify, defend, and save harmless the Company from and against any and all losses, claims, demands, causes of action, and costs, including attorneys' fees, whether suffered, made, instituted, or asserted by the collocator or by any other party or person for damages to property and injury or death to persons, including payments made under any Workers' Compensation Law or under any plan for employees' disability and death benefits, which may arise out of or be caused by the installation, repair, use, or removal of a VEIS collocator's equipment or facilities, or by their proximity to the equipment or facilities of other collocators' facilities and equipment occupying space in a Company central office(s), or by any act or omission of the Company, its employees, agents, former or striking employees, or contractors, in connection therewith.
3. The collocator shall indemnify, defend, and save harmless the Company from and against any and all losses, claims, demands, causes of action, damages and costs, including but not limited to attorney's fees and damages, costs, and expense of relocating conduit systems resulting from loss of right of way or property owner consents, which may arise out of or be caused by the collocator's presence in the central office and/or acts by the collocator, its employees, agents, or contractors.
4. In no event shall the Company or any of its directors, officers or employees or agents be liable for any loss of profit or revenue by the collocator or for any loss of AC or DC power, HVAC interruptions, consequential, incidental, special, punitive or exemplary damages incurred or suffered by the collocator, even if the Company has been advised of the possibility of such loss or damage. The collocator shall indemnify, defend, and hold harmless the Company, its directors, officers and employees, servants, agents, affiliates and parents, from and against any and all claims, cost, expenses or liability arising out of the installation and operation of the collocator's facilities and equipment within the central office.
5. The collocator represents, warrants and covenants that it shall not cause or permit any other party to cause any environmental conditions in, at or affecting the central office which violate any federal, state or local law, ordinance, rule or regulation. The collocator shall indemnify, defend, and hold harmless the Company from any and all liability, damage claim or cost of any kind, including reasonable attorney's fees, resulting from or arising out of any breach of the foregoing sentence.
6. The collocator shall be responsible for the actions of all persons under its control when working in a Company manhole, or other point of interconnection outside of the central office.
  - a. If the interconnection floor space or any part thereof shall be damaged by fire or other casualty, the Company shall give immediate notice thereof to the collocator and the provisions of this Tariff shall continue in full force and effect except as hereinafter set forth.
  - b. If the interconnection floor space is partially damaged or rendered partially unusable by fire or other casualty not caused by the collocator, the damages thereto shall be repaired by and at the expense of the Company. The interconnection floor space fee, until such repair shall be substantially completed, shall be reduced from the day following the casualty according to the portion of the interconnection space and/or associated cable and conduit spaces which are rendered unusable.
  - c. If the interconnection floor space, cable space, or conduit space is totally damaged or rendered wholly unusable by fire or other casualty not caused by the collocator, then the occupancy fees shall be paid up to the time of the casualty and thenceforth shall cease until the date when the space shall have been repaired and restored by the Company, subject to the Company's right to elect not to restore the same as hereinafter provided.

## E20. EXPANDED INTERCONNECTION SERVICE

### E20.2 Virtual Expanded Interconnection Service (VEIS)(Cont'd)

#### E20.2.4 Provision of Service (Cont'd)

##### G. Liability and Damages (Cont'd)

###### 6. (Cont'd)

- d. If the interconnection floor space, cable space, or conduit space is rendered wholly unusable through no fault of the collocator's facilities and equipment, or if the building shall be so damaged that the Company shall decide to demolish it or not to rebuild it, then, in any such events, the Company may elect to terminate service under this Tariff by written notice to the collocator given within ninety (90) days after such fire or casualty specifying a date for the cessation of service, which date shall not be more than sixty (60) days after the giving of such notice, and upon the date specified in such notice service under this Tariff shall cease and the VEIS arrangement with the collocator shall forthwith be terminated and the collocator's remaining equipment removed and returned to the collocator without prejudice on the part of the collocator however to the Company's rights and remedies against the collocator under the Tariff provisions in effect prior to such termination, and any facility/equipment fees owing shall be paid up to such date and any payments of the fees made by the collocator which were on account of any period subsequent to such date shall be returned to the collocator. Unless the Company shall serve a termination notice as provided for herein, the Company shall make the repairs and restorations under the conditions of b. and c. preceding, with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond the Company's reasonable control. After any such casualty, the collocator shall cooperate with the Company's restoration by removing from the interconnection floor space all of the collocator's salvageable inventory and movable equipment. The collocator's liability for facility/equipment fees shall resume upon reactivation of service after the Company has notified the collocator that the interconnection floor space, cable space, or conduit space is restored to a condition comparable to that existing prior to such casualty.
- e. Nothing contained herein shall relieve the collocator from liability that may exist as a result of damage from fire or other casualty. The collocator acknowledges that the Company will not carry insurance on the collocator's facilities or equipment, and agrees that the Company will not be obligated to repair any damage thereto or replace the same.

##### H. Confidential Information

The Company agrees to hold in confidence information provided to it by a collocator pursuant to this Tariff; and information known to the Company as a result of the interconnection of collocator-provided equipment to Company facilities and services if such information is of a competitive nature. Similarly, the collocator agrees to hold in confidence information provided to it by the Company pursuant to this Tariff if such information is of a competitive nature. Neither party is obligated to hold in confidence information that:

- (1) was already known to the party free of any obligation to keep said 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.

##### I. Title

This tariff does not convey to a collocator any right, title or interest in the Company central office facility interconnection space; cable space; cable racking; vault or conduit space used in the provisioning of a VEIS arrangement.

##### J. Force Majeure

Force majeure provisions for VEIS arrangements are contained in Section E20.1.7 preceding.

## E20. EXPANDED INTERCONNECTION SERVICE

### E20.2 Virtual Expanded Interconnection Service (VEIS)(Cont'd)

#### E20.2.5 Rate Regulations

##### A. VEIS Elements

Regulations governing the application of VEIS rates and charges are described following. Rates and charges for each element are specified in E20.2.6 following.

##### 1. Application Fee

An Application Fee in the amount specified in E20.2.6 following must be submitted with the collocator's application for VEIS. The first-come, first-served policy of processing applications for VEIS arrangements will be determined based upon the order of receipt of applications for VEIS along with the Application Fee. The Application Fee will be used for design and planning activities which include an engineering record search for conduit, rack, and floor space availability, determining requirements of the requested VEIS design, and development of the installation charges and intervals quotes.

An Application Fee is required with each VEIS arrangement application submitted per central office. If more than one VEIS arrangement is ordered on the initial VEIS arrangement application, then only one Application Fee will apply. A subsequent application for an additional arrangement within the same central office must be submitted with another Application Fee.

##### 2. Cable Installation Charge

The Cable Installation Charge applies for each VEIS cable ordered within a location. Cable installation involves activities associated with pulling the collocator-provided fiber cable from the interconnection point to the central office vault, installing collocator-provided riser cable, and splicing the entrance fiber cable to the riser cable.

Payment of the Cable Installation Charge must be made prior to the Company commencing work on the VEIS arrangement work order. The Cable Installation Charge will not apply on subsequent VEIS arrangement orders within the same location for the same VEIS collocator if the collocator determines that sufficient cable facilities exist to accommodate the VEIS arrangement(s).

##### 3. Equipment Installation Charge

The Equipment Installation Charge applies for each piece of collocator-provided terminating equipment that is used by the Company to provision a VEIS arrangement.

Equipment installation involves the assembly, installation, turn-up and acceptance testing, and disconnect activities associated with VEIS collocator equipment. This charge will be determined on an individual case basis and quoted to the collocator as part of the design and planning activities.

Payment of the Equipment Installation Charge must be made prior to the Company commencing work on the VEIS arrangement work order.

##### 4. Cable Support Structure

The Cable Support Structure recurring charge applies for the use of conduit from the point of interconnection to the cable vault or other central office entrance, and for entrance and riser cable rack space.

##### 5. Cross-Connect

A recurring charge applies for the *special access DS1 and switched access DS1 and/or DS3* Cross-Connect element which consists of the cable connection between the Company-provided interconnection panel and the cross-connect panel as well as terminal blocks, intraoffice repeaters, cable racks, bay framework and other supporting hardware.

## E20. EXPANDED INTERCONNECTION SERVICE

### E20.2 Virtual Expanded Interconnection Service (VEIS)(Cont'd)

#### E20.2.5 Rate Regulations (Cont'd)

##### A. VEIS Elements (Cont'd)

##### 5. Cross-Connect (Cont'd)

Nonrecurring charges for the DS1 (*switched and special*) and the *switched access DS3* Cross-Connect elements are assessed on a "First" and "Additional" basis. (C)

The DS1 Cross-Connect element is designated a switched or special access depending on the type of service to which it cross connects. The switched DS1 and/or DS3 Cross-Connect element is subject to the jurisdictional report requirements as set forth in E2.3.14 of this Tariff. (N)

##### 6. Floor Space

Floor Space consists of two recurring rate elements that apply as follows:

**Per Square Foot** - The Per Square Foot element applies for the floor space required to provision the VEIS arrangement and includes heat, ventilation, and air conditioning (HVAC), lighting, and AC power.

**Per Ampere** - The Per Ampere element consists of two separate -48 volts direct current feeds (A&B) with battery back-up and applies per ampere up to the equipment maximum power requirement.

##### 7. Training

Charges for training Company personnel on collocator-provided central office terminating equipment and any associated tools, equipment, and software will be assessed on an individual case basis in negotiation with the collocator. No training charges will be assessed if the equipment that the collocator selects for the VEIS arrangement is already in use in the Company location where the VEIS arrangement will be provided.

#### E20.2.6 Rates and Charges

##### A. Virtual Expanded Interconnection Service (VEIS)

##### 1. Application Fee

	Monthly Rate	Nonrecurring Charge		USOC	
(a) Per Location	\$-	\$3,130.00		EAJ	
2. Cable Installation Charge					
(a) Per Cable	-	2,750.00		ESPCX	
3. Equipment Installation Charge					
(a) Per Installation <sup>1</sup>	-	-		ESD	
4. Cable Support Structure					
(a) Per Cable	15.00	-		ESPSX	
5. Cross-Connect-Per DS1					(T)
	Monthly Rate	Nonrecurring Charge		USOC	
(a) Special	\$7.92	First \$155.00	Additional \$14.00	CNC1X	(C)
(b) Switched	7.92	155.00	14.00	CNDS1	(N)

Note 1: Individual Case Basis.



**E20. EXPANDED INTERCONNECTION SERVICE**

**E20.2 Virtual Expanded Interconnection Service (VEIS)(Cont'd)**

**E20.2.6 Rates and Charges (Cont'd)**

**A. Virtual Expanded Interconnection Service (VEIS) (Cont'd)**

**6 Cross-Connect - Per DS3**

(N)

		Monthly Rate	Nonrecurring Charge		USOC	
			First	Additional		
	(a) Switched	\$60.41	\$155.00	\$13.00	CNDS3	(N)
7.	Floor Space					(T)

		Monthly Rate	Nonrecurring Charge		USOC	
	(a) Per Square Foot	\$5.00		\$-	ESPVX	
	(b) Per Ampere	4.00		-	ESPAX	
8.	Training					(T)
	(a) Each <sup>1</sup>	-		-	ESU	

**Note 1:** Individual Case Basis.