

5. Ordering for Access Service

5.1 General

This section contains the conditions and order related charges for Access Services provided in this Guidebook. These charges are in addition to applicable charges contained in other sections of this Guidebook.

An access order is the Customer's request for the Telephone Company (C) to provide the Customer with Access Services or to provide (T) modifications to existing services. An access order may be submitted (N) by an Access Service Request (ASR) or by such other ordering (N) processes as the Telephone Company may provide. Depending upon the (N) services, facilities or service interval dates requested, one or more access orders may be required to provide the Customer with access (T) service.

Access orders are processed on a first come-first served basis. First come-first served shall be based upon the received time and date stamped by the Telephone Company on Customer orders which (T) contain the information as required for each respective service as delineated in this Guidebook. Customer orders shall not be deemed to have been received until such information is provided. When necessary, the Telephone Company will attempt to seek clarification on a verbal basis. The Telephone Company will initiate the order process within one working day of receipt of the Customer's order. (T)

Available inventory is limited and does not include facilities previously ordered. The Telephone Company will make every reasonable effort to maintain sufficient available inventory to provide Access Service in accordance with a Customer's requested service date interval. To the extent that service can be provided, Access Orders will be satisfied from available inventory. (T)

5.2 Access Order

5.2.1 Ordering Conditions

An order for Access Service is subject to the following conditions:

- (A) A Customer may order any number of services of the same (T) type and between the same premises on a single Access Order, except when requested activity involves more than ten Carrier Identification Codes. An additional Access Order is required for each additional group of ten Carrier Identification Codes requiring establishment, removal, or changes. All details for services for a particular order must be identical except for those for multipoint service. All services on an Access Order must have the same Customer requested service date. (T)
- (B) The Customer shall provide all information necessary for (T) the Telephone Company to provide and bill for the requested service. Such information is described in Section 5.2.2. (D)
- (C) The Telephone Company will establish a service date when (T) the Customer has provided an access order that contains the required information for each respective service. The date on which the service date is established is considered to be the application date. The Telephone Company will provide a firm order confirmation to the Customer and will advise the Customer of the application (T) date and the service date. (T)

- (D) For Expanded Interconnection, an interconnector may, within a single wire center, order multiple quantities of designated basic transmission equipment associated with a single entrance cable on the same virtual collocation application form.
- The interconnection cross connect is limited to one single point of termination address (e.g., aisle, bay, panel and jack) per access order.
- (E) A Design and Central Office Connection Charge applies any time a customer initiated order for service requires engineering design and/or connection or changes at the Telephone Company central office. This charge applies once per circuit for Special Access Services, Switched Access Entrance Facilities, Direct Transport Services, Tandem-Switched Services, and Dedicated Network Access Link Service. A separate Design and Central Office Connection Charge applies for each Switched Access Service line or trunk activated on Switched Transport Services or Special Access circuits.
- (F) At the request of the customer the Telephone Company will provide to the customer the make-up of the facilities and services to aid the customer in designing its overall service. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the customer at no charge, and will be reissued or updated whenever these facilities are materially changed.

Except as provided below, the Telephone Company shall permit a requesting telecommunications carrier to commingle an unbundled network element or a combination of unbundled network elements with wholesale services obtained from the Telephone Company, to the extent provided by and subject to the terms and conditions of the requesting telecommunications carrier's interconnection agreement with the Telephone Company (or, if applicable, of the Telephone Company intrastate tariffs).

In the event the Commission or a court, pursuant to any regulatory or judicial review of the Commission's *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, Report and Order and Order on Remand and Further Notice of Proposed Rulemaking, CC Docket No. 01-338, FCC 03-36, para. 581 (released Aug. 21, 2003) (*Triennial Review Order*), vacates, stays, remands, reconsiders, or rejects the portion of the Triennial Review Order requiring ILECs to permit commingling, the terms and conditions of this Guidebook authorizing commingling, which are identified with a footnote, shall cease to be effective as of the effective date of the Commission order or the issuance of the court's order. In that event, the Telephone Company will provide customers that have commingled UNE(s) and/or UNE Combination(s) with wholesale services obtained under this Guidebook written notice that, within 30 days, customers must either convert such UNE(s) or UNE Combination(s) to a

comparable service, or disconnect such UNE(s) and/or UNE Combination(s) from those wholesale services. Failure to provide the Telephone Company instructions to convert or disconnect such UNE(s) and/or UNE Combination(s) within 30 days, as described above, shall be deemed authorization to convert the UNE(s) and/or UNE Combination(s) to comparable access services at month-to-month rates.

5.2.2 Ordering Requirements

If a PIU is required, the customer must provide its PIU when placing an order for Access Services in accordance with Section 2 of this Guidebook.

When placing an order for Access Services the customer is required to provide the following information:

- Customer or End User name and premise(s) where service will be terminated
- Billing name and address (when different from customer name and address)
- Customer contact name(s) and telephone number(s) for the provisioning activities of order negotiation, order confirmation, interactive design, installation and billing

In addition to the information listed above, the customer shall provide, at a minimum, information for the specific services requested as described herein.

For services which involve remote switching offices, remote switching office to host relationships are provided to all customers by the Telephone Company. Customers who want to receive this information should contact their Telephone Company Account Manager, Access Service Center (ASC) or Business Service Center (BSC).

Except for virtual collocation, selection of facilities, equipment and traffic routing of Switched Access Services are based on standard engineering methods, available facilities and equipment, Telephone Company traffic routing plans, and the customer's access order. If the customer desires routing or directionality different from that determined by the Telephone Company, the Telephone Company will work cooperatively with the customer in determining the routing and directionality of the service.

For virtual collocation, selection of the general type of equipment to be dedicated to the Interconnector's use will be done by the interconnector. Selection of locations within the re center for the placement of all virtual collocation

facilities and basic transmission equipment and SBI equipment will be done by the Telephone Company. All other ordering requirements set forth in Section 5.2.2 apply. (T)

All line side connections provided in the same access group (feature group or BSA) will be limited to the same features and operating characteristics. All trunk side connections provided in the same access group will be limited to the same features and operating characteristics. The features and operating characteristics for line side and trunk side connections are specified in Section 6.

Conditions concerning the ordering of Testing Service, Additional Labor, and Special Construction are contained in Section 5.2.6. (D)

(A) Special Access Service

For all Special Access Services, the Customer must specify the Customer designated premises, interconnection cross connects or hubs involved, the type of service, the channel interface, technical specification package and features desired. For multipoint services, the Customer may request different channel interfaces at each premises; however, all such interfaces must be compatible. (T)

If Special Access Services are exempt from the Special Access Surcharge, as described in Section 7, the Customer shall furnish the required certification when placing the access order. (T)

In addition, the Customer must specify the pricing plan under which they are to be billed. (T)

5.2.3 Service Provisioning Intervals

Access Service is provided with one of the following Service Date Intervals:

- Standard Interval
- Negotiated Interval

To the extent the Access Service can be made available with reasonable effort, the Telephone Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions: (T)

(1) Standard Interval

The time required to provision the service (i.e., the period between the application date and the service date) is known as the service interval. Such intervals will be established in accordance with published interval guidelines and where possible, will reflect the Customer's requested service date. (T)

Schedules that specify installation intervals will also specify the services and quantities of the services that can be provided. The Telephone Company will adhere to the intervals as specified in Section 5.3.2(C) (1), except during (T)

circumstances beyond its direct control (i.e., acts of God, governmental requirements, work stoppages and civil commotions). Standard Intervals only apply when facilities and equipment are available.

Standard Intervals	
OC3 and OC12	7 days ⁽¹⁾

⁽¹⁾Interval will begin once the Telephone Company determines facilities and equipment exist.

A schedule of intervals applicable for Expanded Interconnection is located in the Telephone Company's Technical Publication for Expanded Interconnection. The Telephone Company's intervals for equipment are subject to equipment availability from the manufacturer and the published intervals will be adhered to except:

- during circumstances beyond its direct control (i.e., acts of God, governmental requirements, work stoppages and civil commotions) and
- when an interconnector designates equipment that is not used by the Telephone Company to provision its other access services and the Telephone Company must, therefore, first obtain training regarding the installation, maintenance and administration of the equipment designated as well as obtain the equipment itself.

Access Services will be installed during Telephone Company business days. If a Customer requests that installation be done outside of normally scheduled work hours, and the Telephone Company agrees to this request, the Customer will be subject to applicable charges described in Section 13. (T)

(2) Negotiated Interval

The Telephone Company will negotiate a service date interval with the Customer when: (T)

- (A) There is no standard interval for the service, or
- (B) The quantity of Access Services ordered exceeds the quantities specified in Section 5.3.2(C) (1), or
- (C) The Customer requests a service date beyond the applicable standard interval service date. (T)

The Telephone Company will offer a service date based on the type and quantity of Access Services the Customer has requested. The negotiated interval may not exceed by more than (T)

six months the standard interval service date, or, when there is no standard interval, the Telephone Company offered service date.

5.2.4 Selection of Facilities for Access Orders

When there are digital high capacity facilities to the Customer's serving wire center for Switched Access or to a hub for Special Access, the Customer may specify a channel assignment for each service ordered. In addition, when a Customer requests a Service Facility Move (SFM) or Reconfiguration, the Connecting Facility Assignments (CFAs) or specific point of termination (for interconnection cross connects) may be specified for the facilities involved in the SFM or Reconfiguration for each service. The Customer will provide this information to the Telephone Company/Interconnector during the order process. (T)

For all other access orders, the option to request a specific transmission path or channel is not available unless specifically provided for under Section 9 (Special Construction) or other parts of this Guidebook.

5.2.5 Shared Use, Shared Network Arrangement and Jointly Provided Services

Shared Use (i.e., Switched and Special Access Services provided over the same digital high capacity facilities) is allowed. Shared use facilities to a Hub will be ordered and provided as Special Access Service. While shared use is allowed, individual services utilizing these facilities must be ordered either as Switched Access Service or Special Access Service. When placing the order for the individual service(s), the Customer must specify a channel assignment for each service ordered. In addition, when shared use is provided on an interconnection cross connect, the Customer/interconnector must specify the number of channels that will be interconnected to Switched Access. (T)

For Shared Network Arrangements, the Telephone Company will undertake to connect the Service User's circuits to the Host's service and to establish and maintain separate billing for the Service User's portion of the service. Additionally, the Service User must: (i) obtain a letter of authorization for the Shared Network Arrangement from the Host Subscriber, and (ii) provide a written copy of the letter of authorization to the Telephone Company if a dispute arises with respect to the authorization for the applicable Services. In the event that the Service User is requesting a subtending circuit from a Host Shared Network Arrangement with a third-party Host (a cascading Shared Network Arrangement), the Service User must also obtain and provide to the Telephone Company the appropriate HBAN and CFA of the third-party Host, in order to identify the complete circuit for purposes of maintenance and testing continuity. In addition, when a Customer/interconnector requests an SFM or Reconfiguration, the Connecting Facility Assignments (CFAs) must be specified for the facilities involved in the SFM or Reconfiguration for each service in order to identify the complete circuit for purposes of maintenance and testing continuity. (C)

Jointly Provided Services are services where one end of the Switched Transport, Directory Transport or Channel Mileage element is in the operating territory of one Telephone Company and the other end of the element is in the operating territory of a different Telephone Company.

The ordering procedure for this service is dependent upon the billing arrangement, as set forth in General Conditions, to be used by the Telephone Companies involved in providing the Access Service. The ordering and design arrangements will be consistent with the provisions contained in this section and the ordering and Billing Forum standards, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD). The Telephone Company will notify the customer which of the ordering procedures will apply.

(1) Not in Use

(2) Meet Point Billing Ordering

Each Telephone Company will provide its portion of the Access Service within its operating territory to an interconnection point(s) (IP) with the other Telephone Company(s). The interconnection point(s) Billing Percentages will be determined by the Telephone Companies involved in providing the Access Service and listed in National Exchange Carrier Association, Inc. Tariff F.C.C. (T) No. 4. Each Telephone Company will bill the customer for its portion of the service. All other appropriate charges in each Telephone Company interstate tariff and this Guidebook are applicable.

(a) Not in Use

(b) Not in Use

Company subtending the access tandem.

- (c) Customers ordering Special Access Service to be interconnected with Switched Access Services at Telephone Company designated WATS Serving Offices for the provision of WATS or WATS-type Services must place an order with each Telephone Company in whose territory the end office and the WATS Serving Office are located, if they are not collocated.
- (d) Except for Special Access Service as set forth in (c) above or as set forth in (e) below, the customer may place the order for a Special Access Service with either Exchange Telephone Company.
- (e) For Special Access Service involving a hub(s) the customer must place the order with the Telephone Company in whose territory the hub(s) is located.
- (f) Not in Use

For the service(s) ordered as set forth preceding, the customer must also supply a copy of the order to the Telephone Company in whose operating territory a customer designated premises is located and any other Telephone Company(s) involved in providing the service.

5.2.6 Provision of Other Services

(A) Testing Service, Additional Labor, and Special Facilities Routing

Testing Service and Additional Labor may be ordered with an access order concurrent with the associated Access Services. Alternatively, with the agreement of the Telephone Company, Testing Service, Additional Labor, and Special Facilities Routing may subsequently be added to the access order at any time, up to and including the service date for the Access Service. When added subsequently, Design Change Charges described in 5.3.2(A) (Design Change Charges) may apply.

In addition to the rates and charges specified in this Guidebook for Testing Service, Additional Labor, and Special Facilities Routing, rates and charges for the associated Access Services and ordering charges contained in this section will also apply.

(B) Additional Engineering

Additional Engineering is not an ordering option but will be applied to an access order when the Telephone Company determines additional engineering is necessary to accommodate a customer request. Additional engineering will only be required as specified in 13.1 (Additional Engineering). When additional engineering is required, the customer will be notified and furnished with a written statement setting forth the justification for the additional engineering as well as an estimate of the charges. If the customer agrees to the additional

engineering, a firm order will be established. If, after being notified that additional engineering of Telephone Company facilities is required, the Customer does not want the service or facilities, the order will be withdrawn and no charges will apply. Once a firm order has been established, the total charge to the Customer for the additional engineering may not exceed the estimated amount by more than 10%. (T)

Conditions, Rates and Charges for Additional Engineering are specified in Section 13 and are in addition to the conditions, rates and charges specified in this section.

(C) Special Construction

The conditions, rates and charges for special construction are in addition to the conditions, rates and charges specified in this Guidebook.

5.3 Rate Conditions

5.3.1 Access Order Charges

- (A) An Access Order Charge applies, per access order, for the installation, addition, change, rearrangement or move of Access Services provided in this Guidebook (in addition to other applicable Access Service charges) with the following exceptions:
- Nonchargeable administrative changes where so specified in this Guidebook;
 - Access order modifications as specified in Section 5.3.2;
 - Installation, modification or rearrangement of Dedicated SONET Ring Service.
 - When additional Access Orders are required as set forth in Section 5.2.1(A), for establishment of, removal of, or changes to multiple Carrier Identification Codes and are submitted at the same time, with the same due date, for the same central office and the same trunk group. In such cases only one Access Order Charge shall apply for the group of orders.
- (B) An Access Order Charge will also apply per access order when a Customer elects to have existing Special Access Services billed under a payment plan, elects to terminate a payment plan and revert to monthly billing or elects to increase the minimum monthly revenue commitment associated with a payment plan. (T)
- (C) An Access Order Charge will apply per order for access order cancellations as specified in Section 5.3.3. (T)
- (D) Access Order Charges are specified in Section 5.4. (T)

5.3.2 Access Order Modification Charges

The Customer may request a modification of its access order at any time prior to the service date or notification by the Telephone Company that service is available for the Customer's use, whichever is later. The Telephone Company will make every (T)

effort to accommodate a requested modification when it is able to do so during normal business hours with the normal work force assigned to complete such an order. If the modification cannot be made with the normal work force during normal business hours, the Telephone Company will notify the customer. If the customer still desires the access order modification, the Telephone Company will schedule a new service date. All charges for access order modifications will apply on a per occurrence basis.

Any increase in the number of Special Access Service channels or Switched Access Service lines, trunks or busy hour minutes of capacity will be treated as a new Access Order (for the increased amount only).

If the Telephone Company specifies that order modifications are necessary to satisfy the transmission performance for a Special Access Service ordered by a customer (e.g., the upgrading by the Telephone Company of the channel termination from effective two-wire to effective four-wire) and the customer authorizes the suggested order modifications, these changes will be made without order modification charges being incurred by the customer. However, charges for the Special Access Service provided to the customer will apply.

Rate conditions for access order modification charges are specified following.

(A) Design Change Charge

The customer 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 Telephone Company personnel of the service ordered and the requested changes to determine what change in the design, if any, are necessary to meet the changes requested by the customer. Design changes include such things as the addition or deletion of optional features or functions or a change in the type of 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 customer premises, end user premises, end office switch, Feature Group type 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.

A design change also includes changes to an Expanded Interconnection arrangement.

The Telephone Company will review the requested change and notify the customer whether the change is a design change, if it can be accommodated and if a new service date is required. If a change of service date is required, the Service Date Change Charge described in Section 5.3.2(B) will also apply. (T)

The Design Change Charge will apply on a per access order per occurrence basis, for each access order requiring a design change. Design Change Charges are specified in Section 5.4. (T)

Credit for Missed Installation on Confirmed Due Date does not apply to the Design Change Charge.

(B) Service Date Change Charge/Dispatch Charge

- (1) A Customer may request a change in the access order service date for the installation of new services or rearrangements of existing services provided the new service date is no more than 30 calendar days beyond the original service date. When such a request is made, the Telephone Company will accordingly delay the start of service and a Service Date Change Charge will apply. The application date will not change as a result of a service date change.

If a design change has been requested as described in Section 5.3.2(A), and the engineering review cannot (T) be completed within the 30 calendar day timeframe, the new service date may exceed the original service date by more than 30 calendar days. If a service date change is necessary to accommodate a Customer requested design change, both the Service Date Change Charge and the Design Change Charge apply.

In all other cases, except as specified in Section (T) 5.3.2(B)(4), if the Customer requests a service date (T) which exceeds the allowable service date change period previously described, the order must be cancelled by the Customer. Appropriate cancellation charges will be applied. The Customer must issue a new order specifying the desired service date if Access Service is still required.

- (2) A new service date may be established that is prior to the original service date if the Telephone Company determines it can accommodate the Customer's request without delaying service dates for orders of other Customers. If the service date is changed to an earlier date, and the Telephone Company determines that additional labor or extraordinary costs are necessary to meet the earlier service date requested by the Customer, the Customer will be notified by the Telephone Company that an Expedited Order Charge, as specified in Section 5.3.2(C), applies. The Expedited (T) Order Charge is in addition to the Service Date Change Charge.

- (3) Failure to notify, as noted below, the Telephone Company prior to the original service date to request a different service date will result in the application of a Service Date Change Dispatch Charge for installation, moves and rearrangement of services. If a Telephone Company technician is dispatched to the Customer's premises on the scheduled service date and the Customer is not ready to accept service or the Customer has failed to notify the Telephone Company before 3:00PM (CT) on the business day prior to the scheduled service date that the service date needs to be changed, a Service Date Change Dispatch Charge will apply.

If the Customer reschedules the service date, a Service Date Change Charge, as set forth following will also apply. If the Customer cancels the service date, cancellation charges will also apply in accordance with terms and conditions for cancellation charges as set forth in Section 5.3.3. Cancellation of the order will not

preclude the application of the Service Date Change Charge and/or the Service Date Change Dispatch Charge assessed for prior occurrences on the same order. A Service Date Change Charge is applicable on a per order per occurrence basis for each service date changed. A Service Date Change Dispatch Charge will apply per occurrence when a technician is dispatched to the Customer's premises and the Customer is not ready for service. Service Date Change Charges and Service Date Change Dispatch Charges are specified in Section 5.4. Credit for Missed Installation on Confirmed Due Date, as described in Section 2.5.5, does not apply to the Service Date Change Charge.

(T)
(D)

(T)
(T)
(D)

- (4) An exception to the Service Date Change Charge provisions in Section 5.3.2(B)(1) applies for OPT-E-MAN[®] and AT&T Switched Ethernet Service. The following provisions apply:

If a Customer is unable to accept service on the original due date, the Customer may issue one or more supplements to an access order to change the original due date to a date no more than 120 calendar days after the original due date. When such requests are made, the Telephone Company will accordingly delay the start of service and the Customer will incur a Service Date Change Charge. The first supplement to the access order must be received by the Telephone Company on or before 30 calendar days after the original due date.

(T)

If a Customer issues a supplement to an access order to extend the original due date but is unable to accept Service within 121 calendar days after the original due date, one of the following will apply:

- If Service has not been fully provisioned, the Telephone Company will cancel the order on the 121st calendar day after the original due date and the charges specified in Section 5.3.3.6(B)(2) will apply, (T)
or
- If Service has been fully provisioned, the Telephone Company will begin billing for the Service on the 121st calendar day after the original due date.

If a Customer is unable to accept Service within 31 calendar days after the original due date, and the Telephone Company has not received a supplement to the access order to extend the due date within 30 calendar days after the original due date, one of the following will apply:

- If Service has not been fully provisioned, the Telephone Company will cancel the order on the 31st calendar after the original due date and charges specified in Section 5.3.3.6(B)(2) will apply, or
- If Service has been fully provisioned, the Telephone Company will begin billing for the Service on the 31st calendar day after the original due date.

(C) Expedite Charges

(1) Applicable to the following services:

- (a) Not in use.
- (b) Not in use.
- (c) Not in use.
- (d) Not in use.
- (e) Not in use.
- (f) Not in use.
- (g) Not in use.
- (h) Not in use.
- (i) Not in use.
- (j) OC-3 Point-to-Point Services
- (k) OC-12 Point-to-Point Services

(2) If a Customer desires that service be provided on a due date earlier than the standard interval, the Customer may request that service be provided on an expedited service interval. To qualify for an expedited interval the Customer must provide End User premises access, where needed, until 11PM (time zone of premise location), Monday-Friday. (T) (T) (T)

Customer requests for 0-2 day expedite intervals must be received by the Telephone Company by 8:30AM (CT), Monday-Friday. All 0-2 day expedite interval requests received after 8:30AM (time zone of premise location) will reflect an application date of the next business day and the due date will also be changed to the next business day. Expedite charges will be determined by the interval between the application date and the expedited due date.

On OC-3/OC-12 Point-to-Point Services, when a Customer requests a 4, 5, or 6 day expedite, the request must be received by the Telephone Company no later the 8:30AM (time zone of premise location) (T)

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Monday-Friday. If received after 8:30AM (time zone of premise location), the order will reflect an application date of the next business day and the due date will also be changed to the next business day. Expedite charges will be determined by the interval between the application date and the expedite due date. APP day 0 does not begin until The Telephone Company verifies facilities or determines facilities are not in place.

The maximum number of circuits per location, which may be expedited, is limited to the quantities indicated in the following table:

SERVICE	MAXIMUM EXPEDITE QUANTITY PER LOCATION
OC-3 Point-to-Point Services	2
OC-12 Point-to-Point Services	2

When the number of access circuits exceeds the maximum threshold the interval will be negotiated.

If the Telephone Company determines that service can be provided on an expedited basis, the following charges will apply based upon agreed upon expedited service interval. The Expedited Order Charge or the Expedited Circuit Charge apply on a per circuit basis.

These charges are detailed in the tables below.

(D)

(D)

USOC	OC-3 Point-to-Point Service	
	Expedited Service Intervals	Expedited Circuit Charge
EODJG	6 days	\$1,900.00
EODJF	5 days	\$2,500.00
EODJE	4 days	\$3,200.00

USOC	OC-12 Point-to-Point Service	
	Expedited Service Intervals	Expedited Circuit Charge
EODJO	6 days	\$2,400.00
EODJN	5 days	\$3,200.00
EODJM	4 days	\$4,000.00

- (a) In addition to Expedited Order Charges or Expedite Circuit Charges, special construction charges may apply if the Telephone Company determines that additional cost will be incurred.
- (b) When the request for expediting occurs subsequent to the issuance of the Access Order, a Service Date Change Charge as specified in Section 5.3.2(B) also applies. (T)
- (c) If the Telephone Company is subsequently unable to meet an agreed upon expedited service date, no Expedite Order Charge or Expedite Circuit Charge will apply unless the missed service date was caused by the customer. (T)
- (d) The Telephone Company will adhere to the expedite intervals as specified above, except during

- (d) The Telephone Company will adhere to the expedite intervals as specified above, except during circumstances beyond its direct control (i.e., acts of God, governmental requirements, work stoppages and civil commotions).
- (3) For all Access Services, excluding services listed in 5.3.2 (C)(1)

If the customer desires that service be provided on an earlier date than that which has been established for the access order or the provision of the Access Service, the customer may request that service be provided on an expedited basis. If the Telephone Company determines that service can be provided on the requested date and that additional labor costs or extraordinary costs are required to meet the requested service date, the customer will be notified and will be provided with an estimate of the additional charges involved. The total charge to the customer for the Additional Engineering may not exceed the estimated amount by more than 10%. If the customer instructs the Telephone Company to proceed, such additional charges will be determined and billed to the customer as follows:

To calculate the additional labor charges, the Telephone Company will, upon authorization from the customer to incur the additional labor charges, keep track of the additional labor hours used to meet the request of the customer and will bill the customer at the applicable additional labor charges as set forth in Section 13.

- (a) Extraordinary Costs: Special Construction terms and conditions will be used by the Telephone Company to determine charges to recover the extraordinary costs which may be involved.
- (b) When the request for expediting occurs subsequent to the issuance of the access order, a Service Date Change Charge as specified in 5.3.2(B) also applies.
- (c) If the Telephone Company is subsequently unable to meet an agreed upon expedited service date, no Expedite Order Charge or Expedite Circuit Charge will apply, unless the missed service date was caused by the customer.
- (d) The Telephone Company will adhere to customer requested expedites approved by the Telephone Company, except during circumstances beyond its direct control (i.e., acts of God, governmental requirements, work stoppages and civil commotions).

5.3.3 Access order Cancellations

5.3.3.1 Cancellation of an Access Order (excluding the following Special Access Services: Optical Carrier Network (OCN) Point-to-Point Service, Dedicated Ring Service, Gigabit Ethernet Metropolitan Area Network (GigaMAN), Multi-service Optical Network (MON) Ring Service, AT&T Switched Ethernet Service, Optical Ethernet Metropolitan Area Network (OPT-E-MANSM) - IL, IN, MI, OH, WI

(N)

- (A) A customer may cancel an Access Order for the installation of service on any date prior to the installation of service. The

cancellation date is the date the Telephone Company receives written or verbal notice from the customer that the order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days. If a customer or a customer's end user is unable to accept Access Service within 30 calendar days after the original service date, the customer has the choice of the following options:

- The Access Order shall be cancelled and charges set forth in Section 5.3.3.1(B) will apply, or (T)
- Billing for the service will commence. (T)

In such instances, the cancellation date or the billing date, depending on which option is selected by the customer, shall be the 31st day beyond the original service date of the Access Order.

(B) When a customer cancels an Access Order for the installation of service, a Cancellation Charge will apply as follows:

- (1) Installation of Switched or Special Access Service (as applicable in this section) facilities is considered to have started when the Telephone Company incurs any cost in connection therewith or in preparation thereof which would not otherwise have been incurred.
- (2) When the customer cancels an Access Order prior to the start of installation of access facilities, no charges shall apply.
- (3) When installation of access facilities has been started prior to the cancellation, the charges specified in Sections 5.3.3.1(B) (1) (a) or (b), whichever is lower, shall apply. (T) (D)
 - (a) A charge equal to the costs incurred in such installation, less estimated net salvage. Such charge is determined as detailed in Section 5.3.3.1(B) (4). (T)
 - (b) The charge for the minimum period of Switched or Special Access Service (as applicable in this section) ordered by the customer, including all applicable nonrecurring charges.
- (4) Charges applicable, as specified in Section 5.3.3.1(B) (3) (a), include the nonrecoverable cost of equipment and material ordered, provided or used, plus the nonrecoverable costs of installation and removal including the costs of engineering, labor, supervision, transportation, rights-of-way and other associated costs. (T)

(C) When a customer cancels an order for the discontinuance of service, no charges apply for the cancellation.

(D) If the Telephone 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, governmental requirements, work stoppages and civil commotions), the customer may cancel the Access Order without incurring cancellation charges.

5.3.3.2 Cancellation of an Access Order (excluding the following Special Access Services: Gigabit Ethernet Metropolitan Area Network (GigaMAN), Multi-service Optical Network (MON) Ring Service, OC-192 Dedicated SONET Ring Service, Optical Carrier Network (OCN) Point-to-Point Service, AT&T Switched Ethernet Service, Optical Ethernet Metropolitan Area Network (OPT-E-MANSM)) - CA

- (A) A customer may cancel an Access Order for the installation of service. The Access Order must be cancelled at least 1 business day before the service date. The cancellation date is the date the Telephone Company receives written or verbal notice from the customer that the order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days. If a customer is unable to accept Access Service within 30 calendar days of the original service date, the customer has the choice of the following options:
- The Access Order shall be cancelled and charges set forth in Section 5.3.3.2(B) will apply, or (T)
 - Billing for the service will commence.

In such instances, the cancellation date or the billing date, depending on which option is selected by the customer, shall be the 31st day beyond the original service date of the Access Order.

- (B) When a customer cancels an Access Order for the installation of service, a Cancellation Charge will apply as follows:
- (1) Installation of Expanded Interconnection Service facilities is considered to have started when the Telephone Company incurs any cost in connection therewith or in preparation thereof which would not otherwise have been incurred.
 - (2) Where the customer cancels an Access Order prior to the start of installation of access facilities, no charges shall apply.
 - (3) Where installation of access facilities has been started prior to the cancellation, the lesser of the charges specified in Sections 5.3.3.2(B) (3) (a) (T) or (b) shall apply except for Switched Access, (D) Special Access Metallic and Telegraph services. For Switched Access and Special Access Metallic and Telegraph services, Section 5.3.3.2(B) (3) (b) will (T) always apply.
 - (a) The charge for the minimum period of Switched or Special Access service (as applicable in this section) ordered by the customer. (Recurring and Nonrecurring charges)
 - (b) The Cancellation Charge equals:
 - the number of business days from the access order application date through the access order cancellation date (i.e., the service interval)
 - multiplied by the average daily charge
 - plus the access order charge.

Notes:

- (i) The service interval is the number of business days from the access order application date through the access order cancellation date with the application date being day one. Service installation costs incurred by the Telephone Company start on the application date.
 - (ii) If the customer has requested a service date change beyond the original service date, the number of business days beyond the original service date are included in the service interval.
 - (iii) Average daily charge equals installation charges plus rearrangement charges divided by the number of business days in the service interval.
- (c) A separate charge will be assessed for Switched Transport (i.e., EF, DTT and TST) and Switched Access lines or trunks.
- (C) When a customer cancels an order for the discontinuance of service, no charges apply for the cancellation.
 - (D) If the Telephone 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 customer may cancel the Access Order without incurring cancellation charges.
 - (E) When a customer cancels an Access Order for ADSL, ADSL-TPP or ADSL-VDP, no charges apply for the cancellation.

5.3.3.3 Cancellation of an Access Order (excluding the following Special Access Services: Gigabit Ethernet Metropolitan Area Network (GigaMAN), Multi-service Optical Network (MON) Ring Service, AT&T Switched Ethernet Service, Optical Carrier Network (OCN) Point-to-Point Service) - NV

- (A) A customer may cancel an Access Order for the installation of service on any date prior to the service date. The cancellation date is the date the Telephone Company receives written or verbal notice from the customer that the order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days. If a customer or a customer's end user is unable to accept Access Service within 30 calendar days after the original service date, the customer has the choice of the following options:
 - The Access Order shall be cancelled and charges set forth in Section 5.3.3.3(B) will apply, or (T)
 - Billing for the service will commence.

In such instances, the cancellation date or the billing date, depending on which option is selected by the customer, shall be the 31st day beyond the original service date of the Access Order.

- (B) When a customer cancels an Access Order for the installation of service, a Cancellation Charge will apply as follows:
- (1) Installation of Switched or Special Access Service facilities is considered to have started when the Telephone Company incurs any cost in connection therewith or in preparation thereof which would not otherwise have been incurred.
 - (2) Where the customer cancels an Access order prior to the start of installation of access facilities, no charges shall apply.
 - (3) Where installation of access facilities has been started prior to the cancellation, the lesser of the charges specified in Sections 5.3.3.3(B)(3) (T) (a) or (b), shall apply except for Switched Access (D) service. For Switched Access, Section (T) 5.3.3.3(B)(3)(b) will always apply. (T)
- (a) The charge for the minimum period of Switched or Special Access service (as applicable in this section) ordered by the customer. (Recurring and Nonrecurring charges)
 - (b) The Cancellation Charge equals:
 - the number of business days from the access order application date through the access order cancellation date (i.e., the service interval)
 - multiplied by the average daily charge
 - plus the access order charge.
- Notes:
- (i) The service interval is the number of business days from the access order application date through the access order cancellation date with the application date being day one. Service installation costs incurred by the Telephone Company start on the application date
 - (ii) If the customer has requested a service date change beyond the original service date, the number of business days beyond the original service date are included in the service interval
 - (iii) Average daily charge equals installation charges plus rearrangement charges divided by the number of business days in the service interval.
- (c) A separate charge will be assessed for Switched Transport (i.e., EF, DTT, TST) and Switched Access lines or trunks.
- (C) When a customer cancels an order for the discontinuance of service, no charges apply for the cancellation.

- (D) If the Telephone 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, governmental requirements, work stoppages and civil commotions), the customer may cancel the Access Order without incurring cancellation charges.

5.3.3.4 Access Order Cancellation Charges (excluding the following Special Access Services: Optical Carrier Network (OCN) Point-to-Point Service, Self-healing Transport Network (STN), Dedicated SONET Ring Service, OC-192 Dedicated SONET Ring Service, Multi-service Optical Network (MON) Ring Service, Gigabit Ethernet Metropolitan Area Network (GigaMAN), AT&T Switched Ethernet Service, Optical Ethernet Metropolitan Area Network (OPT-E-MANsm) - AR, KS, MO, OK, TX (N) (N)

(A) Cancellation of an Access Order

A customer may cancel an access order at any time prior to (1) the service date or (2) notification by the Telephone Company that service is available for the customer's use, whichever is later. The cancellation date is the date the Telephone Company receives written or verbal notice from the customer that the order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days.

(B) When Cancellation Charges Apply

If a customer/interconnector, a customer's end user or an interconnector's customer or end user is unable to accept Access Service and the new service date requested is beyond the allowable service date change time period specified in 5.3.2(B) (1) (Service Date Change Charge), the access order will be cancelled. When the customer cancels an access order on or after the application date, a Cancellation Charge will apply as specified below in addition to any other applicable charges specified in 5.3.2 (Access Order Modification Charges).

- (1) For Access Services (as applicable in this section) the Cancellation Charge equals:

- the number of business days from the access order application date through the access order cancellation date (i.e., the service interval)
- multiplied by the average daily charge
- plus the access order charge.

Notes:

- (a) The service interval is the number of business days from the access order application date through the access order cancellation date with the application date being day 1. Service installation costs incurred by the Telephone Company start on the application date.
- (b) If the customer has requested a service date change beyond the original service date, the number of business days beyond the original service date are included in the service interval.
- (c) Average daily charge equals installation charges plus

rearrangement charges divided by the number of business days in the service interval.

(C) When Cancellation Charges Do Not Apply

- (1) When a customer cancels an order for the discontinuance of service, no charges apply for the cancellation.
- (2) When a customer cancels an access order prior to the application date, no charges apply for the cancellation.
- (3) If the Telephone Company or the customer misses a service date by more than 30 days, due to circumstances over which it has no direct control (i.e., acts of God, governmental requirements, work stoppages and civil commotion's), the customer may cancel the access order without incurring Cancellation Charges.

5.3.3.5 Not in use

(T)

(D)

(D)

- 5.3.3.6 Access Order Cancellation Charges (for the following Special Access Services: Optical Carrier Network (OCN) Point-to-Point Service, Self-healing Transport Network (STN, Dedicated SONET Ring Service, OC-192 Dedicated SONET Ring Service, Multi-service Optical Network (MON) Ring Service, Gigabit Ethernet Metropolitan Area Network (GigaMAN), AT&T Dedicated Ethernet, AT&T Switched Ethernet Service, Optical Ethernet Metropolitan Area Network (OPT-E-MANSM)

(N)
(N)

A Customer may cancel an Access Order for installation of service. The Access Order must be cancelled at least one (1) day before the due date. The Cancellation Date is the date the Telephone Company receives written notice from the Customer that the order is to be cancelled.

Cancellation charges are applied based upon the type of special access service being cancelled which is categorized as either, 1) "point to point" service or 2) "non-point to point" service. However, at no time will cancellation charges apply until costs for installation of facilities have been incurred by the Telephone Company. Service installation costs incurred by the Telephone Company start on the application date, when the Telephone Company confirms the order with the Customer.

(A) When Cancellation Charges Apply for "Point to Point" Services

Cancellation charges for "point to point" services are based upon the date that a Customer cancels an Access Order with respect to the Design Layout Report Date (DLRD) of the service being provisioned. The DLRD is the date the Design Layout port is forwarded to the Customer. The DLRD is

provided to the Customer upon firm order confirmation.

The table below lists services defined as "point to point" services for the purposes of this section: (C)

"Point to Point" Services	
OC-3 Optical Carrier Network-Point to Point Service	(D)
OC-12 Optical Carrier Network-Point to Point Service	
OC-48 Optical Carrier Network-Point to Point Service	
OC-192 Optical Carrier Network-Point to Point Service	
GigaMAN	
AT&T Dedicated Ethernet	(N)

When a Customer cancels an Access Order (or a part of an order) for a "point to point" service, cancellation charges will apply, even when nonrecurring installation charges would otherwise be waived, as follows:

- (1) When a "point to point" service is cancelled on or before the Design Layout Report Date (DLRD), a cancellation charge will apply on a per circuit basis as shown in the table below. When a lower-speed "point to point" service (e.g., OC-3c OCN Point-to-Point Service) with a Connecting Facility Assignment (CFA) of a higher-speed "point to point" or "non-point to point" service (e.g., OC-12 OCN Point-to-Point Service) is cancelled, and a cancelled service has no channel termination or local distribution channel, a cancellation charge will apply on a per circuit basis as shown in the table below:

Service	Cancellation Charge (Per Circuit)	
OC-3 Optical Carrier Network-Point to Point Service	\$600.00	(C)
OC-12 Optical Carrier Network-Point to Point Service	\$800.00	
OC-48 Optical Carrier Network-Point to Point Service	\$1,200.00	
OC-192 Optical Carrier Network-Point to Point Service	\$2,500.00	
GigaMAN	\$800.00	
AT&T Dedicated Ethernet	\$800.00	(N)

- (2) When a "point to point" service is cancelled after the Design Layout Report Date (DLRD), a cancellation charge will apply on a per circuit basis as shown in the table below:

Service	Cancellation Charge (Per Circuit)	
OC-3 Optical Carrier Network-Point to Point Service	\$2,900.00	(C)
OC-12 Optical Carrier Network-Point to Point Service	\$3,100.00	
OC-48 Optical Carrier Network-Point to Point Service	\$3,700.00	
OC-192 Optical Carrier Network-Point to Point Service	\$4,000.00	
GigaMAN	\$3,200.00	
AT&T Dedicated Ethernet	\$3,200.00	(N)

(D)

(B) When Cancellation Charges Apply for "Non-Point to Point" Services (Type A)

(N)
(N)

Cancellation charges for "non-point to point" services (Type A) are applied based on actual costs incurred by the Telephone Company as described below. The table below lists the "non-point to point" services (Type A) pertaining to this section:

(C)
(M)
(T)
(C)

"Non-Point to Point" Services (Type A)
OC-192 Dedicated SONET Ring Service
Dedicated SONET Ring Service
Multi-service Optical Network Ring Service
Optical Ethernet Metropolitan Area Network (OPT-E-MAN [®])

(C)

(D)

(D)

When a Customer cancels an Access Order (or a part of an order) for a "non-point to point" service (Type A), cancellation charges will apply, even when nonrecurring installation charges would otherwise be waived, as follows:

(N)

When an order for "non-point-to-point" service (Type A) is cancelled, applicable charges will be calculated from the costs incurred by the Telephone Company at the time the Access Order is cancelled. The Cancellation Charge equals:

- (1) Non-recoverable cost of equipment and material ordered, provided or used, and
- (2) Non-recoverable cost of installation and removal including the cost of engineering, labor, supervision, transportation, rights-of-way and other associated costs.

(N)

Some material appearing on this page previously appeared on 3rd Revised page 24.

(C) When Cancellation Charges Apply for "Non-Point to Point" Services (Type B)

Cancellation charges for "non-point to point" services (Type B) are applied based upon the tiered fee schedule outlined below. The table below lists the "non-point to point" services (Type B) pertaining to this section:

"Non-point to Point" Services (Type B)
AT&T Switched Ethernet Service

When a Customer cancels an Access Order for a "non-point to point" service (Type B), cancellation charges will apply, even when nonrecurring installation charges would otherwise be waived, as follows:

When an Access Order for a new "non-point-to-point" service (Type B) Customer Port Connection is cancelled, cancellation charges will apply, even when nonrecurring installation charges would otherwise be waived. Applicable charges will be calculated based on the number of calendar days between the Telephone Company's receipt of the Access Order and the Cancellation Date. A cancellation charge will apply on a per circuit basis as shown in the table below:

(C)
|
(C)

Cancellation Date - Calendar Days After Receipt of Order	USOC	Cancellation Charge (Per Port Connection)
0-10	NRFSC	\$0.00
11-30	NRFSD	\$0.00
31-60	NRFSE	\$2,000.00
61+	NRFSE	\$3,000.00

(D) When Cancellation Charges Do Not Apply

Cancellation charges do not apply under the following circumstances:

- (a) If the Telephone Company misses a service due date by more than 30 days due to circumstances over which it has direct control (excluding, e.g., Force Majeure conditions);
- (b) If an order is cancelled because Customer does not agree to pay applicable Special Construction charges as described in Part 1, Section 8.
- (c) If the Telephone Company requests that the Customer cancel and re-submit an order; or
- (d) If the Customer cancels an order and, within 90 days after the cancellation date of that order, submits a new order for service to the same service address with bandwidth equal to or greater than the bandwidth requested in the cancelled order. Customer may be required to submit a claim for a credit for, or reversal of, the cancellation charge in order to establish that the new order is related to the cancelled order and meets the criteria specified above.

(N)
(N)
(D)
(T)
(C)
(C)
(D)
(N)
|
(N)

5.3.4 Cancellation of a letter of agreement

- (1) When facilities must be constructed prior to the Telephone Company receipt of an Access Order (e.g., construction where facility assignment is not yet available, due to lack of spare capacity), excluding special construction as described in Section 9, the Customer will be required to submit a written letter of agreement to the Telephone Company which includes a maximum estimate as previously provided by the Telephone Company of the cancellation charges as defined in Section 5.3.4(2). A Customer may cancel a written letter of agreement. (D) (T)

The cancellation date is the date the Telephone Company receives written or verbal notice from the Customer that the letter of agreement is to be cancelled. If verbal notice is given, it must be followed by written confirmation within 10 days or it shall be deemed to be void. If a Customer does not place an Access Order for the services within 30 days of receiving notification that the network is ready for the services ordered, the letter of agreement will be deemed cancelled.

- (2) When a Customer cancels a letter of agreement, cancellation charges will apply as follows:
- (a) Installation of facilities is considered to have started when the Telephone Company incurs any cost in connection therewith or on preparation thereof which would not otherwise have been incurred.
- (b) Applicable letter of agreement cancellation charges will be calculated from the costs incurred by the Telephone Company at the time the letter of agreement is cancelled. The cancellation charge equals:
- (i) Non-recoverable cost of equipment and material ordered, provided or used, and
 - (ii) Non-recoverable cost of installation and removal including the cost of engineering, labor, supervision, transportation, rights-of-way and other associated costs.
 - (iii) Less previously collected special construction charges, if applicable.

This Section 5.3.4 does not apply to AT&T Switched Ethernet Service. (N) (N)

Some material previously appearing on this page now appears on 1st Revised Page 26.

5.3.5 Minimum Period Requirements

(T)

The minimum period for which Access Service is provided and for which charges are applicable is set forth in each section of this Guidebook.

(M)

When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. A disconnect constitutes facilities being returned to available inventory. This terminology does not refer to when billing is stopped, but rather distinguishes a disconnect from a service rearrangement.

Service rearrangements may be made without a change in minimum period requirements where so specified in this Guidebook.

5.4 Rates and Charges

5.4.1 Rates and Charges - IL, IN, MI, OH, WI

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

Service Date Change Charge, - per order	<u>USOC</u> OMC	<u>Charge</u> \$26.50
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A Service Date Change Dispatch Charge will apply per occurrence when a technician is dispatched to the customer's premises and the customer is not ready for service. The applicable charge is:

Service Date Change Dispatch Charge -per occurrence	<u>USOC</u> VT6DN	<u>Charge</u> \$200.00
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Design Change Charge, - per order	<u>USOC</u> H28	<u>Charge</u> \$58.00
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If a change of service date is required, the Service Date Change Charge as set forth in 5.3.2(B) will also apply.

(M)

Material on this page previously appeared on Original Page 27.

5.4.2 Rates and Charges - CA

The following access order charge applies to Special Access Service and Expanded Interconnection, but does not apply to OC-192 Dedicated SONET Ring Service or Optical Carrier Network (OCN) Point-to-Point Service:

	<u>USOC</u>	<u>Charge per Access Order/Request</u>
Special Access Order Charge	NRBAO	\$22.00

A Service Date Change Charge will apply on a per order, per occurrence basis for each service date changed. A Service Date Change Dispatch Charge will apply per occurrence when a technician is dispatched to the customer's premises and the customer is not ready for service. The applicable charge is:

	<u>USOC</u>	<u>Charge</u>
Service Date Change Charge per order, per occurrence	OMC/OMCSD	\$26.50
Service Date Change Dispatch Charge per occurrence	VT6DN	\$200.00

The Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a design change. The applicable charge is:

	<u>USOC</u>	<u>Charge</u>
Design Change Charge, per order, per occurrence	H28	\$17.00

5.4.3 Rates and Charges - NV

A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. A Service Date Change Dispatch Charge will apply per occurrence when a technician is dispatched to the customer's premises and the customer is not ready for service. The applicable charge is:

	<u>USOC</u>	<u>Charge</u>
Service Date Change Charge, per order	OMC	\$26.50
Service Date Change Dispatch Charge, per occurrence	VT6DN	\$200.00

The Design Change Charge will apply on a per order per occurrence basis, for each order requiring a design change. The applicable charge is:

	<u>USOC</u>	<u>Charge</u>
Design Change Charge, per order	H28	\$60.00

5.4.4 Rates and Charges - AR, KS, MO, OK, TX

All rates and charges contained in this section are applicable to Arkansas, Kansas, Missouri, Oklahoma and Texas. The applicable FIDs or USOCs are included when appropriate.

Access Order Charges (NRB1X)

- (1) Not in use
- (2) The following access order charge applies to the Special Access Service, MegaLink Custom Services, STN and Expanded Interconnection, but does not apply to OC-192 Dedicated SONET Ring Service:

	<u>Charge per Access Order</u>
Special Access Order Charge	\$14.00

Access Order Modification Charges

	<u>Charge per order per occurrence</u>
(1) <u>Design Change Charge</u> (H28)	\$32.96
	<u>Charge per order per occurrence per service date changed</u>
(2) <u>Service Date Change Charge</u> (OMC)	\$26.50
	<u>Charge per order per occurrence</u>
(3) <u>Service Date Change Dispatch Charge</u> (VT6DN)	\$200.00

(D)

(D)