5. Ordering Options (Cont'd)

- 5.1 General (Cont'd)
 - 5.1.1.1 Negotiated Interval

The Telephone Company will negotiate a service date interval with the customer when:

- (A) There is no standard interval for the service, or
- (B) The quantity of Access Services ordered exceeds the quantities specified in Section 5.2.2(C)(1), or
- (C) The customer requests a service date beyond the applicable standard interval service date:

Standard Intervals							
Analog/Voice Grade/DS0	10 days						
DS1/Fractional DS1	7 days						
DS3	7 days ⁽¹⁾						

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

5. <u>Ordering Options</u> (Cont'd)

5.2 Access Order (Cont'd)

(B) The following applies when placing an order for Special Access Services:

For all Special Access Services, the customer must specify the customer-designated premises or hubs involved, the type of service (e.g. Video, Voice Grade, High Capacity, etc.) the channel interface, technical specification package and optional features and functions desired. For Multipoint services, the channel interface at each premises may at the request of the customer be different but all such interfaces shall be compatible.

For WATS Access Line Service, the customer must also specify the type of calling (i.e., originating only, terminating only or two way calling) for which the service is to be provided. Additionally, when the wire center which serves the customer premise is not a WATS serving office, the Telephone Company will provide the service to the nearest wire center where the screening function exists. In these circumstances, the customer will be so notified and the order will be changed to designate the appropriate premises. No service order change charge will apply.

- 5. Ordering Options (Cont'd)
- 5.2 Access Order (Cont'd)
 - 5.2.2 Access Order Modifications (Cont'd)
 - (A) Service Date Change Charge/Dispatch Charge

A Service Date Change Charge will apply when a Customer modifies an Access Order service date for the installation of new services or rearrangements of existing services.

(2) For Generic Digital Transport Service (GDTS), Fractional DS1, and High Capacity DS1, DS3, DS3X3, and DS3X12 special access services:

If a Customer does not accept Access Service within 30 calendar days after the original service date, the Customer will, at its option:

- (a) Cancel its Access Order, in which case Section 5.2.3(B) shall apply; or
- (b) Accept billing within 30 calendar days after the original service date, in which case billing will begin; or
- (c) Neither cancel the Access Order nor accept service, in which case the following will apply. If the Customer neither cancels the Access Order nor accepts service, all applicable service charges shall begin to accrue on the 31st calendar day after the original service date (the Effective Billing Date). If the Customer accepts service within 90 calendar days after the original service date, the Telephone Company will commence billing upon the Customer's acceptance of service and such billing will apply as of the Effective Billing Date. If the Customer fails to accept service within 90 calendar days after the original service date, the Telephone Company will cancel the relevant Access Order(s) and will bill the Customer for cancellation charges, as set forth in Section 5.2.3(B), following, plus all charges accrued between the Effective Billing Date and the date of cancellation using the rate associated with the shortest term available for the service being cancelled.

- 5. Ordering Options (Cont'd)
 - 5.2 Access Order (Cont'd)
 - 5.2.2 Access Order Modifications (Cont'd)
 - (C) Expedite Charges
 - (1) Analog (Metallic, Telegraph, DS0 (Generic Digital Transport), Fractional DS1⁽²⁾, High Capacity Services (DS1 and Fiber Advantage DS1, DS3, DS3x3 and DS3x12) Access Services⁽¹⁾

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 (PT), Monday-Friday.

When the customer requests a 0-2 day expedite interval, on DS3, Analog (Metallic, Telegraph, Direct Analog), DS0 (Base Rate), DS1 128, 256, 384, 512, 768 Kbps, Entrance Facilities (Voice Grade, DS1, DS3) and DS1/DS3 Access Service, the request must be received by the Telephone Company by 8:30AM (PT), Monday-Friday. All 0-2 day expedite interval requests received after 8:30AM (PT) 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.

⁽¹⁾ If, upon reviewing availability of equipment, facilities and scheduled workload, the Telephone Company agrees to provide service on an expedited basis and the customer accepts this proposal, an Expedite Order Charge (in case of Analog, DSO, Fractional DS1, Voice Grade/DS1 Entrance Facilities and High Capacity DS1 Access Services) or Expedite Circuit Charge (in case of DS3 Entrance Facilities, High Capacity DS3, DS3x3 and DS3x12 Access Services, ⁽¹⁾ will apply.

The maximum number of circuits, which may be expedited, is limited to twelve (12) two-point or six (6) multi-point Analog/DS0 circuits at the same location; a limit of nine (9) DS1 circuits at the same location; a limit of four (4) Fractional DS1 circuits at the same locations; and a limit of two (2) DS3 circuit at the same location. ⁽¹⁾ 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 (in case of Analog, DSO, Fractional DS1, Voice Grade/DS1 Entrance Facilities and High Capacity DS1 Access Services) applies on a per order basis, regardless of the number of circuits. The Expedited Circuit Charge (in case of DS3 Entrance Facilities, High Capacity DS3, DS3x3 and DS3x12 Access Services) ⁽¹⁾ applies on a per circuit basis.

- ⁽¹⁾ Material in this Section has been de-tariffed as required by the Commission upon use of the forbearance relief pursuant to FCC Memorandum Opinion and Order No. 07-180, released October 12, 2007. Terms and Conditions associated with de-tariffed services are available at <u>www.att.com/guidebook</u>.
- (2) Effective October 27, 2016, Fractional DS1 Service is limited to existing Customers for existing service arrangements; no new or additional term commitments of any kind, including any otherwise available renewals, will be available; and no move, add, or change orders will be accepted.

PART 14 - Competitive BDS Services - West - CA Original Page 5 SECTION 5 - Ordering Options for Switched and Special Access Service

- 5. Ordering Options (Cont'd)
- 5.2 <u>Access Order</u> (Cont'd)
 - 1) 5.2.2 Access Order Modifications (Cont'd)
 - (C) Expedite Charges
 - (1) Analog (Metallic, Telegraph), DS0 (Generic Digital Transport), Fractional DS1, High Capacity Services (DS1 and Fiber Advantage DS1, DS3, DS3x3 and DS3x12) Access Services (Cont'd)

	Analog/Voice Grade/DSO Access Services								
USOC	Expedited Service Intervals	Expedited Order Charge							
EODXN	9 days	\$375.00							
EODXL	8 days	\$425.00							
EODXJ	7 days	\$475.00							
EODXG	6 days	\$525.00							
EODXE	5 days	\$575.00							
EODXC	4 days	\$625.00							
EODXA	3 days	\$675.00							
EODWR	2 days	\$1,500.00							
EODWQ	1 day	\$2,000.00							
EODWP	0 days	\$2,500.00							
USOC	DS1/Fractional DS1 Access Services								
0200	Expedited Service Intervals	Expedited Order Charge							
EODXV	6 days	\$525.00							
EODXT	5 days	\$575.00							
EODXR	4 days	\$625.00							
EODXP	3 days	\$675.00							
EODWO	2 days	\$1,500.00							
EODWN	1 day	\$2,000.00							
EODWM	0 days	\$2,500.00							
USOC	Fiber Advantage DS3, DS3x3 and	DS3x12 Access Services							
	Expedited Service Intervals	Expedited Circuit Charge							
EODWL	6 days	\$1,500.00							
EODWK	5 days	\$2,000.00							
EODWJ	4 days	\$2,500.00							
EODWH	3 days	\$3,000.00							
EODWG	2 days	\$3,500.00							
EODWF	1 day	\$4,000.00							
EODWE	0 days	\$4,500.00							

- 5. Ordering Options (Cont'd)
 - 5.2 Access Order (Cont'd)
 - 5.2.2 Access Order Modifications (Cont'd)
 - (C) Expedite Charges (Cont'd)
 - (1) Analog (Metallic, Telegraph), DS0 (Generic Digital Transport), Fractional DS1, Entrance Facilities (Voice Grade, DS1, DS3), High Capacity Services (DS1 and Fiber Advantage DS1, DS3, DS3x3 and DS3x12) Access Services_ (Cont'd)
 - (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 (A), preceding, 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 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).

- 5. Ordering Options (Cont'd)
 - 5.2Access Order (Cont'd)
 - 5.2.3 Cancellation of an Access Order (Cont'd)
 - (B) (Cont'd)

The critical dates tracked by the Telephone Company are as follows:

- Application (APP) Date: The date by which the Customer must provide to the Telephone Company both (1) a firm commitment for service and (2) sufficient information to enable the Telephone Company to begin service provisioning. This is also the order date.
- Scheduled Issue Date (SID): The date that the order is entered into the Telephone Company's order distribution system.
- Loop Assignment and Make-up (LAM) Date: The date by which Local Loop Assignment and Make-up information is available.
- Engineering Information Report Date (EIRD): The date that the engineering information report for facilities and station equipment is received by the engineering control office (ECO).
- Design Layout Report Date (DLRD): The date the Design Layout Report is forwarded to the Customer.
- **Records Issue Date (RID):** The date that all design and assignment information is sent to the central office and installation forces.
- Designed, Verified, and Assigned (DVA) Date: The date by which field implementation groups report that all documents and materials have been received.
- Wired and Office Tested (WOT) Date: The date by which all intraoffice wiring is completed, all plug-ins optioned, aligned, and frame continuity established, and the interoffice facilities, if applicable, tested. In addition, switching equipment, including translation loading, is installed and tested.
- Frame Continuity Date (FCD): The date on which frame-to-frame testing is completed. This is sometimes referred to as the Facility Continuity Check Date.
- Plant Test Date (PTD): The date on which overall testing of the service is performed.
- Service Date (DD): The date on which service is made available to the Customer. This is sometimes referred to as the Due Date.

- 5. Ordering Options (Cont'd)
 - 5.2 <u>Access Order</u> (Cont'd)
 - 5.2.3 Cancellation of an Access Order (Cont'd)
 - (B) (Cont'd)

Table of Cancellation Charge Percentages											
	Critical Dates (Percentage of Total Provisioning Cost)										
On or After:	APP	SID	LAM	EIRD	DLRD	RID	DVA	WOT	FCD	PTD	DD
Before:	SID	LAM	EIRD	DLRD	RID	DVA	WOT	FCD	PTD	DD	
Special Access Services											
Metallic Service	1.6	4.9	6.9	9.8	13.5	18.2	30.3	39.7	53.6	83.3	100
Telegraph Grade Service	1.6	4.8	8.9	13.6	17	22.2	34.7	43.9	56.9	84.6	100
Voice Grade	1.6	4.7	6.6	9.5	13.2	18.7	33.2	44.6	56.6	83.6	100
Program Audio Service	1.4	4.1	5.8	8.3	11.5	16.2	28	37.1	49.5	80.5	100
Generic Digital Transport	1.5	4.6	6.1	9.2	13.5	18.6	28.5	35.4	46.2	78.2	100
High Capacity Service	12.9	29.2	33.1	35.5	37.5	42.9	55.7	66.2	69.9	86.2	100
Video	12.9	29.2	33.1	35.5	37.5	42.9	55.7	66.2	69.9	86.2	100
Switched Access Services											
Trunks or Lines	7.0	18.9	23.7	24.9	26.3	35.6	51.4	58.3	69.4	90.3	100
High Capacity Service	12.9	29.2	33.1	35.5	37.5	42.9	55.7	66.2	69.9	86.2	100

- 5. Ordering Options (Cont'd)
- 5.2 Access Order (Cont'd)
 - 5.2.6 Minimum Period
 - (B) The minimum service period for Fiber AdvantageSM DS3 and DS3x3 services is a 1-year Term Plan. After the 1-, 3- or 5year Rate Stability Payment Plan is satisfied, the customer must select a renewal option as referenced in Section 7.4.11(C).

The minimum service period for Fiber Advantage^(sm) DS3 and DS3x3 services is one month.*

- (C) The minimum period for Fiber AdvantageSM DS3x12 service is a 3-year Rate Stability Payment Plan. After the 3- or 5-year Rate Stability Payment Plan is satisfied, the customer must select a renewal option as referenced in Section 7.4.11(C).
- (E) The minimum period for part-time Video and Program Audio Special Access Services is one day even though the service will be provided only for the duration of the event specified on the order (e.g., one-half hour, two hours, five hours, etc.)

- 5. Ordering Options (Cont'd)
 - 5.2 Access Order (Cont'd)
 - 5.2.6 Minimum Period (Cont'd)
 - (G) (Cont'd)
 - (2) (Cont'd)

A change from Switched Access Transport (e.g., Entrance Facility or Direct Trunk Transport) to the same capacity (e.g. DS3 Entrance Facility to DS3 Channel Termination) in non-SONET Special Access Service where there is no other change to any part of the service (other than the change from Switched to Special and associated circuit identification change) and will be charged equal to a Rollover with a Change in Point of Termination as described in Section 7 following. This charge will apply per service being changed. When the change involves DS3x3 or DS3x12 service multiply the rate applicable by the 3 for a DS3x3 or 12 for a DS3x12 (when the rate is stated "per DS3"). When the service multiplexes, only the highest speed service will be charged with the subtending services changing at no charge. The minimum period of the service being changed does not change so no Termination Liability applies to this change. Qualifying orders for this activity must be placed during the effective period of this regulation and may be completed after this regulation expires. This regulation expires at the end of 90 days after the effective date of this regulation, unless sooner canceled, changed or extended.

5. Ordering Options (Cont'd)

- 5.2 <u>Access Order</u> (Cont'd)
 - 5.2.7 Minimum Period Charges

The Minimum Period Charge applies when the customer requests disconnect of Special Access Service prior to the expiration of the minimum period. Except as set forth in 9.4 following, the Minimum Period Charge consists of the following:

(C) For part-time Television and Program Audio Special Access Services, the minimum period charge will be the applicable daily rate.

- 5. Ordering Options (Cont'd)
- 5.2 Access Order (Cont'd)
 - 5.2.8 Service Rearrangements (Cont'd)
 - (B) Service Changes (Cont'd)
 - If a Special Access change involves the addition of another leg to an existing multipoint service, the nonrecurring charge for the channel termination rate element will apply. The charge will apply only for the leg that is being added.
 - If a Special Access change involves changing the type of signaling on a Voice Grade service, a charge equal to the Voice Grade channel termination rate element nonrecurring charge will apply. The charge will apply per service termination affected.
 - For all other Special Access changes, including the addition of optional features without separate nonrecurring charges, a charge equal to a channel termination rate element nonrecurring charge will apply.
 Only one such charge will apply per service, per change.
 - If a Special Access change involves changing a Multiplexer Cross Connect that will be considered to be a discontinuance and installation of the Multiplexer Cross Connect and all applicable nonrecurring charges shall apply.

- 5. Ordering Options (Cont'd)
- 5.2 Access Order (Cont'd)
 - 5.2.9 Moves (Cont'd)
 - (C) Moves for Fiber AdvantageSM Service

When a Fiber AdvantageSm DS3x3 or DS3x12 service is hubbed into individual DS3 services, and the customer desires to move the location of one of the Fiber AdvantageSm DS3 services, and the Fiber AdvantageSm DS3x3 or Fiber AdvantageSm DS3x12 service results in no change, then the nonrecurring charge associated with the individual Fiber AdvantageSm DS3 service channel termination under their current payment plan will apply. The fixed period associated with the payment plan for the rearranged Fiber AdvantageSm DS3 will not change.

When a Fiber AdvantageSm DS3 service is hubbed into individual Fiber AdvantageSm DS1 service under a Rate Stability Payment Plan, and the customer desires to move the location of that Fiber AdvantageSm DS1 service, and there is no change to Fiber AdvantageSm DS3, then the nonrecurring charge associated with the individual Fiber AdvantageSm DS1 service channel termination under that current Rate Stability Payment Plan will apply. The fixed period associated with the payment plan for the rearranged Fiber AdvantageSm DS1 service will not change.

During a 3 or 5 year Fiber Advantage DS3, DS3x3 or DS3x12 Rate Stability Payment Plan term, a customer may move one end of a Fiber Advantage DS3, DS3x3 or DS3x12 Service to another location, within the same LATA, without incurring termination charges, provided the following conditions are met:

- The Fiber Advantage DS3, DS3x3 or DS3x12 Service has satisfied the twelve month minimum service period requirement at the old location;

5. Ordering Options (Cont'd)

5.2 Access Order (Cont'd)

5.2.9 Moves (Cont'd)

- (C) Moves for Fiber AdvantageSM Service (Cont'd)
 - The customer subscribes to a new Fiber Advantage DS3, DS3x3 or DS3x12 Rate Stability Payment Plan term at the new location, dependent upon the remaining months of their current contract.

The following conditions apply:

- 42 months or less the customer may purchase a new 3 or 5 year Rate Stability Plan.
- 43 months or greater the customer may purchase only a new 5 year Rate Stability Plan.
- The expiration date for the new Rate Stability Payment Plan term is beyond the end of the original Rate Stability Plan term;
- No lapse in service occurs;
- Nonrecurring Charges will apply, when applicable;
- The new service is provided for the same customer of record as the disconnected service;
- The monthly rates for the new service at the new location will be those rates in effect at the time the new service is installed; and
- Spare facilities must be available or a nonrecurring upfront payment, which is a special construction charge, may apply.
- (D) Moves for High Capacity Enhanced Access Diversity

For Special Access High Capacity Service Enhanced Access Diversity Option 3, any existing local loop which the customer orders to be rearranged from one wire center to another wire center will be treated as an outside move, even if there is no change in the point of termination.