

TARIFF DISTRIBUTION

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E5. ORDERING OPTIONS FOR BellSouth SPECIAL ACCESS (a.k.a. BELL SOUTH SPA) SERVICE

E5.1 General

E5.1.1 Scope

- A. This section sets forth the regulations and order related charges for Access Orders for BellSouth Special Access (a.k.a. BellSouth SPA) services. These charges are in addition to other applicable charges as set forth in other sections of this Guidebook.
- B. An Access Order is the customer's request for the Company to provide the customer BellSouth Special Access service (a.k.a. BellSouth SPA) and Fast Packet Access Services or to provide modifications to existing service. An Access Order may be submitted by Access Service Request (ASR) or by such other ordering processes as the Company may provide. Depending upon the services, facilities or service interval dates requested, one or more Access Orders may be required to provide the customer with access service. (C)
(C)
(N)
(N)
(N)

E5.1.2 Ordering Conditions

- A. A customer may order any number of services of the same type and between the same premises on a single Access Order. All details for services for a particular order must be identical except for those for multipoint service.
- B. The customer shall provide all information necessary for BellSouth to provide and bill for the requested service. In addition to the order information required in Section E5.2, the customer 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 Section E2.6.
- D. **DELETE**
- E. **DELETE**
- F. **DELETE**
- G. The day upon which the customer has provided to BellSouth a firm commitment for the service and complete and accurate information to allow for the processing of the Access Order *by two* o'clock p.m. **Central** Standard Time (**CST**)¹ is the Application Date. BellSouth will release an optional initial Pending Order Confirmation, which will include the BellSouth order number and circuit identification. At the customer's request, when the BellSouth facility availability is verified, either a Firm Order Confirmation, which will include critical date information, or a Design and Ordering Confirmation, which will include design as well as critical date information, will be released. Critical date information will include the Service Date. The Service Date (also sometimes referred to as the due date) is the date service is to be made available to the customer and billing will commence. (N)

A Pending Order Confirmation is available for orders for BellSouth-provided switched access dedicated transport services, where ordered separately from other switched access services, and for BellSouth-provided special access services. A Design and Ordering Confirmation is not available for orders submitted by end users. A Pending Order Confirmation and a Design and Ordering Confirmation are not available for orders for services provided jointly with another Exchange Telephone Company.
- H. The following charges will apply for the installation, move or rearrangement of BellSouth Special Access (a.k.a. BellSouth SPA) service orders with an agreed upon service date interval of four business days or less following the Application Date of the order. These charges are in addition to other applicable BellSouth Special Access (a.k.a. BellSouth SPA) nonrecurring charges for installations, moves or rearrangements of service. These charges will not apply to services provided on a Special Services Arrangement or on an Individual Case Basis, or in the event the agreed upon Service Date, as set forth preceding, is not met, or at the request of the customer to convert from a lower to higher order of service as provided for in Section E2.4.9A in this Tariff.
 - 1. Per Service Order

	Nonrecurring Charge	USOC SOCSP
(a) Special Access (a.k.a. BellSouth SPA)	\$345.00	
(b) DELETE		

Note 1: Access Orders received after two o'clock p.m. CST will be processed the next business day, which will be the Application Date.

E5. ORDERING OPTIONS FOR BELLSOUTH SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE

E5.2 Access Order (Cont'd)

E5.2.3 Access Order Modifications

- A. The customer may request a modification of its access order at anytime prior to notification by the Company that service is available for the customer's use. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. If the modification cannot be made with the normal work force during normal business hours, the Company will notify the customer. If the customer still desires the access order modification, the Company will schedule a new service date. All charges for access order modification will apply on a per occurrence basis.
- B. Any increase in the number of Special Access (a.k.a. BellSouth SPA) service channels 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 (a.k.a. BellSouth SPA) service ordered by a customer, these changes will be made without order modification charges being incurred by the customer.
- 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 customer 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 customer 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 the appropriate cancellation charges applied, unless the customer indicates that billing for the service is to commence as set forth in Section E5.2.4.A.
 - 2. Failure to notify the Company prior to the original service date to request a different service date may result in the application of a Service Date Change-Additional Dispatch Charge for installations, moves and rearrangement of services. If a Company technician is dispatched to the Customer's premises on the scheduled service date and the customer has failed to notify the Company before two o'clock p.m. CST on the business day prior to the scheduled service date that it wishes to change the service date, the Company will delay the start of service pending negotiations with the customer. If the customer reschedules the service date, a Service Date Change-Additional Dispatch Charge will apply in addition to a Service Date Change Charge as specified in Section E5.2.3.D.4(a). If the customer cancels the service date, cancellation charges will apply in accordance with terms and conditions for cancellation charges as set forth in Section E5.2.4. Cancellation of the order will not preclude the application of the Service Date Change Charge and Service Date Change-Additional Dispatch Charge assessed for prior occurrences on the same order.
 - 3. A new service date may be established that is prior to the original service date if the Company determines it can accommodate the customer's request without delaying service dates for orders of other customers.
 - 4. A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The Service Date Change-Additional Dispatch Charge will apply for each occurrence of a technician dispatch to the customer's premises when the customer is not ready for service as specified in Section E5.2.3.D.2. The applicable charges are:

	Nonrecurring Charge	USOC
(a) Service Date Change Charge, per Order	\$26.21	OMC
(b) Service Date Change-Additional Dispatch Charge, per occurrence	\$150.00	OMCAD

- 5. For multiple orders with the same service date for the same customer premises, only one Service Date Change-Additional Dispatch Charge will apply. However, a Service Date Change Charge will apply for each order.

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E5. ORDERING OPTIONS FOR BellSouth SPECIAL ACCESS (a.k.a. BellSouth SPA) SERVICE

E5.2 Access Order (Cont'd)

E5.2.3 Access Order Modifications (Cont'd)

D. Service Date Change Charge (Cont'd)

6. Service Installation Guarantees, as set forth in Section E2.4.10 of this Tariff, are not applicable for Service Date Change Charges.
7. An exception to the Service Date Change Charge provisions in Sections E5.2.3.D.1 and 2 applies for BellSouth Metro Ethernet Service 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 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 Company on or before 30 calendar days after the original due date.

If a Customer has opted to issue 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 Company will cancel the order on the 121st calendar day after the original due date and charges specified in Section E5.2.3.D.4(a) will apply, or
- If Service has been fully provisioned, the Company will begin billing for the Service on the 121st 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 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 options will apply:

- If Service has not been fully provisioned, the Company will cancel the order on the 31st calendar day after the original due date and charges specified in Section E5.2.3.D.4(a) will apply, or
- If Service has been fully provisioned, the Company will begin billing for the Service on the 31st calendar day after the original due date.

E. Partial Cancellation Charge

1. Any decrease in the number of ordered Special Access (a.k.a. BellSouth SPA) service channels will be treated as a partial cancellation and the charges as set forth in Section E5.2.4.B will apply.

F. Design Change Charge

1. 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 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 customer. Design changes may include such things as the addition or deletion of optional features or functions or a change in the type of BellSouth SWA Transport Termination, 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, BSA type or Special Access (a.k.a. BellSouth SPA) service channel type. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate charges applied.
2. Should a customer 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 thirty days, the customer 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 customer whether the change is a design change, if it can be accommodated and if a new service date is required. If the customer 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.
4. The applicable charge is:
 - (a) Design Change Charge, per Order **26.21** **H28**
 Service Installation Guarantees, as set forth in Section E2.4.10 of this Tariff, are not applicable for Design Change Charges.
5. If a change of service date is required, the Service Date Change Charge as set forth in D. preceding will also apply.

**E5. ORDERING OPTIONS FOR BELL SOUTH
SPECIAL ACCESS (A.K.A. BELL SOUTH SPA) SERVICE**

E5.2 Access Order (Cont'd)

E5.2.3 Access Order Modifications (Cont'd)

G. (DELETED)

E5.2.4 Cancellation Of An Access Order

A. A customer may cancel an Access Order for the installation of service at any time prior to notification by the Company that the service is available for the customer's use. The cancellation date is the date the Company receives written notice from the customer that the order is to be cancelled.

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

1. Costs incurred in conjunction with the provision of BellSouth Special Access BellSouth SPA service starts on the Application Date as defined in Section E5.2.4.B.4.b.
2. When the customer cancels an access order prior to the Design Layout Report Date, as defined in Section E5.2.4.B.4.b no charges shall apply.
3. When the customer cancels an Access Order on or after the Design Layout Report Date, a charge equal to the estimated costs incurred by the Company shall apply. Such charge is determined as specified in Section E5.2.4.B.4.e.

(D)

**E5. ORDERING OPTIONS FOR BELL SOUTH
SPECIAL ACCESS (A.K.A. BELL SOUTH SPA) SERVICE**

E5.2 Access Order (Cont'd)

E5.2.4 Cancellation Of An Access Order (Cont'd)

B. (Cont'd)

4. (Cont'd)

e. Cancellation Charge Percentages (Cont'd)

Type Service/ Critical Dates	After: Before:	DVA WOT	WOT FCD	FCD PTD	PTD DD	DD
High Capacity (a. k. a. BellSouth SPA High Capacity)		48.1%	57.7%	63.9%	84.1%	100.0%
Digital Data Access (a. k. a. BellSouth SPA DSO Digital Data)		34.2%	41.0%	52.5%	81.5%	100.0%
BellSouth Metro Ethernet service		53.1%	69.9%	85.6%	94.9%	100.0%

5. The provisions of Sections E5.2.B.4.1-4 above shall not apply to cancellations of Access Orders for AT&T Switched Ethernet Service. Cancellation charges for AT&T Switched Ethernet Service are applied based upon the tiered fee schedule outlined below. When a customer cancels an Access Order (or a part of an order) for AT&T Switched Ethernet Service, cancellation charges will apply, even when nonrecurring installation charges would otherwise be waived. Cancellation charges will be calculated based on the number of calendar days between the Company's receipt of the Access Order and the cancellation date. A cancellation charge will apply on a per port connection basis as shown in the table below:

Cancellation Date – Calendar Days After Receipt of Order	Cancellation Charge (Per Port Connection)
0-10	\$0.00
11-30	\$650.00
31-61	\$2,000.00
61+	\$3,000.00

- C.** When a customer cancels an order service for BellSouth Dedicated Ring, SMARTRing service (a.k.a. BellSouth Dedicated Ring) or BellSouth Wavelength service prior to the beginning of the selected service period, the customer will be liable for all capital expenses incurred by the Telephone Company in provisioning the BellSouth Dedicated Ring, SMARTRing service (a.k.a. BellSouth Dedicated Ring) or BellSouth Wavelength service, as of the date the order is canceled by the customer. The charges billed to the customer will not exceed an amount equal to the minimum period for the service as set forth in Section E5.2.6 and E7.4 of this guidebook at the month-to-month rates set forth in Section E7.5 of this Guidebook. Such charges will be billed in addition to and subsequent to the cancellation charges set forth in Section E5.2.4.B.
- D.** When a customer cancels an order for the discontinuance of service, no charges apply for the cancellation.
- E.** If the Company misses a service date by more than thirty 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.

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