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E5. ORDERING OPTIONS FOR BELLSOUTH SPECIAL ACCESS (A.K.A. BELLSOUTH 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 Tariff.
- **B.** An Access Order is the IC's request for the Company to provide the IC with BellSouth Special Access (a.k.a. BellSouth SPA) service or Fast Packet Access Services or to provide modifications to existing services. 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.** For purposes of ordering Access Service, an end user who orders Access Service will be considered to be an IC and will be required to provide the same information that a non-end user IC must provide when placing an order.

E5.1.2 Ordering Conditions

- A. DELETE
- **B.** The IC shall supply all the necessary information to provide service, e.g., IC name and terminal location, end user name and location, facility interface, etc. All details for a particular order must be identical except for those for multipoint service. The minimum order requirements are set forth in Section E5.2
- C. DELETE
- D. DELETE
- E. DELETE
- **F.** 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 three o'clock p.m. Eastern Standard Time (EST)*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 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.

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.

G. The time required to provision the service (i.e., the interval between the Application Date and the Service Date) is known as the service interval. Such intervals will be established in accordance with published service date interval guidelines, which are available to ICs upon request, whether the IC's service is subject to standard or negotiated intervals. The IC may request a service date other than that established pursuant to the service date interval guidelines, and the Company, where possible, will establish the service date in accordance with such request, subject, however, to other applicable provisions of this Tariff.

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I. 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 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 Guidebook.

1. Per Service Order

			Nonrecurring Charge	USOC
(a)	Special	Access (a.k.a. BellSouth SPA)	\$220.00	SOCSP
(b)	BellSou	th SPA	280.00	SOCSW
	Note 1:	Access Orders received after three o'clo	ck p.m. EST will be processed the r	next business day,
		which will be the Application Date.		-

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

E5.2 Access Order (Cont'd)

E5.2.1 (DELETED)(Cont'd)

E5.2.2 Access Order Modifications

A. The IC *or end user* may request a modification of its Access Order at any time prior to notification by the Company that service is available for the IC's use. The Company will make every effort to accommodate 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, overtime installation charges as stated in Section 13.2.6 may be applicable. All charges for Access Order modifications will apply on a per occurrence basis.

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

E5.2 Access Order (Cont'd)

E5.2.2 Access Order Modifications (Cont'd)

- **B.** Any increase in the number of Special Access (a.k.a. BellSouth SPA) service channels, signaling connections will be treated as a new Access Order (for the increased amount only).
- **C.** If order modifications are necessary to satisfy the transmission performance for a Special Access (a.k.a. BellSouth SPA) service ordered by an IC, these changes will be made at no charge to the IC.
- **D.** Service Date Change Charge
 - 1. Service dates for installation of new services or rearrangements of existing services may be changed at no charge to the customer provided that the change does not require service to be made available on an expedited basis.
 - 2. A new service date may be established that is prior to the original service date if the Company determines it can accommodate the IC's request without delaying service dates for orders of other ICs.
 - 3. A Service Date Charge Will apply, on a per order per occurrence basis, for each service date changed. The applicable charge is:

		Nonrecurring	
		Charge	USOC
	(a) Service Date Change Charge, per Order	\$26.21	OMC
4.	4. Service Installation Guarantee, as set forth in Section E2.4.10, is not applicable for Service Date Change charges.		

5. An exception to the Service Date Change Charge provisions in Sections E5.2.2.D.1 and 2 applies for BellSouth Metro Ethernet Service and AT&T Switched Ethernet Service. The following provisions apply:

If an IC is unable to accept Service on the original due date, the IC 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 IC 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 E5.2.2.D.3(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 an IC 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 E5.2.2.D.3.(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.

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E. Partial Cancellation Charge

1. Any decrease in the number of Special Access (a.k.a. BellSouth SPA) services or Dedicated Access Lines (a.k.a. BellSouth Dedicated Access Lines) signaling connections will be treated as a partial cancellation.

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

E5.2 Access Order (Cont'd)

E5.2.2 Access Order Modifications (Cont'd)

- F. Design Change Charges
 - 1. The IC may request a design change to the service ordered. A design change is any change to an Access Order which requires engineering review. An engineering review is a review by Company personnel of the service ordered and the requested changes to determine what changes in the design, if any, are necessary to meet the changes requested by the IC. A design change 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. It does not include a change of IC terminal location, End User Premises, End Office Switch, or BellSouth SWA FG type. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate charges applied. The Design Changes will be made at no charge to the IC.
 - 2. (DELETED)
 - 3. (DELETED)

G. Expedited Order Charge (Optional Priority Installation and Repair Service)

- 1. If an IC desires that service be provided on an earlier date than that which has been established for the Access Order, the IC may request that service be provided on an expedited basis. If the Company agrees to provide the service on an expedited basis, *overtime installation charges as stated in Section E13.2.6 may be applicable.*
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- 3. (DELETED)
- 4. (DELETED)

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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 Cancellation of an Access Order

- **A.** An IC may cancel an Access Order for the installation of service at any time prior to notification by the Company that service is available for the IC's use. The cancellation date is the date the Company receives written notice from the IC that the order is to be cancelled.
- B. When an IC cancels an Access Order for the installation of service, a Cancellation Charge will apply as follows:

Costs incurred in conjunction with the provision of Switched Access Service or Special Access Service starts on the Application Date as defined in Section E5.2.3.B.2.a.

When the IC cancels an Access Order prior to the Design Layout Report Date, as defined in Section E5.2.3.B.2.c, no charges shall apply.

When the IC 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 E5.2.3.B.2.

Charges applicable as specified preceding are based on the estimated costs incurred by the Company at the time the order is cancelled. The estimated costs incurred are determined based on the following:

- 1. Certain Company critical dates are associated with an Access Order provisioning interval, whether standard or negotiated. These dates are used by the Company to monitor the progress of the provisioning process. At any point in the Access Order interval the Company is able to determine which critical date was last completed and can thus determine what percentage of the Company's provisioning costs have been incurred as of that critical date.
- 2. The critical dates tracked by the Company are as follows:
 - a. Application Date (APP): The date the IC provides to the Company, (1) a firm commitment for service and (2) sufficient information as detailed in Section E5.1 to enable the Company to begin service provisioning. This is also the order date.
 - b. Scheduled Issue Date (SID): The date that the order is to enter the Company's order distribution system.
 - c. Design Layout Report Date (DLRD): The date the Design Layout Report (DLR) is forwarded to the IC.
 - d. Records Issue Date (RID): The date that all design and assignment information is to be sent to the central office and installation forces.
 - e. Wired and Office Tested Date (WOT): The date by which all intraoffice wiring is to be 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 to be installed and tested.
 - f. Plant Test Date (PTD): The date on which overall testing of the service is to be started.

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E5.2 Access Order (Cont'd)

E5.2.3 Cancellation of an Access Order (Cont'd)

- B. (Cont'd)
 - 5. Cancellation Charge Percentages (Cont'd)
 - b. Cancellation Charge Percentages Listing No. 2

Type Service/						
Critical	After:	DVA	WOT	FCD	PTD	DD
Dares	Before:	WOT	FCD	PTD	DD	
SPECIAL ACCESS (a.k.a BellSouth SPA)						
WATS (a.k.a. BellSouth SPA)		29.50%	36.20%	51.80%	83.40%	100.00%
Voice Grade (a.k.a. BellSouth SPA DS0 VG))	29.40%	36.20%	52.00%	83.50%	100.00%
High Capacity (a.k.a. BellSouth SPA High C	apacity)	55.70%	66.20%	69.90%	86.20%	100.00%
Digital Data Access (a.k.a. BellSouth SPA D	S0 Digital Data)	28.50%	35.40%	46.20%	78.20%	100.00%
BellSouth Metro Ethernet service		53.10%	69.90%	85.60%	94.90%	100.00%

6. The provisions of Sections E5.2.3.B.1-5 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 Sections E7.4 and E29.1.2 of this *Guidebook* at the month-to-month rates set forth in Sections E7.5 and E29.1.6 of this *Guidebook*. Such charges will be billed in addition to and subsequent to the cancellation charges set forth in Section E5.2.3.B.
- D. When an IC 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 IC may cancel the Access Order without incurring cancellation charges.

E5.2.4 Selection of Facilities For Access Orders

- A. When an IC places an Access Order, it may choose to utilize facilities it previously purchased. If the IC has a high capability interface, or has purchased a facility, the IC must request that specific channels be used to implement the Access Order. If a facility assignment is not provided by the IC, the Company will provide the service from available inventory as discussed in E5.3 following.
- **B.** For all other Access Orders, the option to request a specific transmission path or channel is not provided, except as provided for under Special Facilities Routing as set forth in Section E11 of this Guidebook.

E5.2.5 Minimum Period

- **A.** Except as set forth preceding, and in Sections E5.2.5.B., C., D., E., H. and I and E9.4.3 of this Guidebook, the minimum period for which Access Service is provided and for which charges are applicable is six months.
- **B.** The minimum period for which Access Service ordered under a Short Notice Interval is provided, and for which charges are applicable, is one month.
- **C.** Except as set forth in Section E2.4.9 of this Guidebook, the minimum period for analog and digital high capacity services (facilities) to a Hub is twenty-four months. The twenty-four month minimum period applies in lieu of the normal minimum six month period because the activation date and service date on such orders are always the same date.

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

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