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<u>TARIFF SECTION</u>	<u>PAGE NUMBER</u>	<u>PAGE REVISION</u>
E005	1	0012
E005	4	0010
E005	5	0008
E005	6	0005
E005	6.1.1	0007
E005	6.2	0006

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 TELECOMMUNICATIONS
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ACCESS SERVICES TARIFF

Twelfth Revised Page 1
 Cancels Eleventh Revised Page 1

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E5. ORDERING OPTIONS FOR BellSouth SWA AND 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 and Planned Facilities Orders for BellSouth SWA and 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 customer's request for the Company to provide the IC with BellSouth SWA service, Fast Packet Access services, Special Access (a.k.a. BellSouth SPA) service 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. An IC may order any number of services of the same type and between the same location on a single Access Order. All details for services for a particular order must be identical except for multipoint service.
- B. The IC 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 following, the IC must also provide: (T)
 - Customer name and premises address(s).
 - 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. (T)
- D. BellSouth SWA service orders for BellSouth SWA FGA and BellSouth SWA LSBSA shall be in lines.
BellSouth SWA service orders for BellSouth SWA FGB and BellSouth SWA FGD, and BellSouth SWA TSBSA 1, BellSouth SWA TSBSA 2 and BellSouth SWA TSBSA 3 shall be in trunks.
- E. Dedicated Access Line Special Access (a.k.a. BellSouth SPA) service must be ordered in lines for use with a BellSouth SWA FGD 2 or BellSouth SWA TSBSA 3 service which is in service or on order.
- 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)* 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.
- 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.
- H. An IC who converts from an existing BellSouth FG service to an equivalent unbundled service (i.e., BellSouth SWA FGA to BellSouth SWA LSBSA, BellSouth SWA FGB to BellSouth SWA TSBSA 1, and BellSouth SWA FGD to BellSouth SWA TSBSA 3) shall do so on no lower than an end office level. The Company and the IC will work cooperatively to accomplish these conversions.

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

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

E5.2 Access Order (Cont'd)

E5.2.2 Access Order Modifications

- A. The IC may request a modification of its Access Order prior to notification by the Company that the service is available for the IC'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 IC. If the IC 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. (D)
- B. Any increase in the number of Special Access (a.k.a. BellSouth SPA) service channels, BellSouth SWA service lines, trunks or BellSouth SWA Transport facilities or CCS7 Signaling Connections and CCS7 Signaling Terminations, 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 without order modification charges being incurred by the IC.
- 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 thirty calendar days. When, for any reason, the IC indicates that services cannot be accepted for a period not to exceed thirty calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. If the IC requested service date is more than thirty calendar days after the original service date, the order will be canceled by the Company and reissued with appropriate cancellation charges applied unless the IC indicates that billing for the service is to commence as set forth in Section E5.2.3. If the Company determines it can accommodate the IC's request without delaying service dates for orders of other ICs, a new service date may be established that is prior to the original standard or negotiated interval service date. (T)
 - 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 IC's premises on the scheduled service date and the IC has failed to notify the Company before three o'clock p.m. EST 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 IC. If the IC 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 E5.2.2.D.3(a). If the IC 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. (T)
 - 3. 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 IC's premises when the IC is not ready for service as specified in E5.2.2.D.2. The applicable charges are:* (T)

	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
 - 4. 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. (T)
 - 5. Service Installation Guarantees, as set forth in Section E2.4.10 of this Tariff, are not applicable for Service Date Change Charges. (T)
 - 6. 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 date for orders of other ICs. (T)

Material previously appeared on this page now appears on Eighth Revised Page 5.

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

E5.2 Access Order (Cont'd)

E5.2.2 Access Order Modifications (Cont'd)

D. (Cont'd)

8. 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: (N)

If a 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 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 an IC 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.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 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.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. (N)

E. Partial Cancellation Charge (M)

1. Any decrease in the number of ordered Special Access (a.k.a. BellSouth SPA) service channels, BellSouth SWA service lines, trunks or BellSouth SWA Transport Facilities, CCS7 Signaling Connections or Dedicated Access Lines will be treated as a partial cancellation and the charges as set forth in E5.2.3.D will apply. (T)(M)

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. Design changes include such things as the addition or deletion of optional features, BSEs 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 IC terminal location, end user premises, end office switch, BellSouth SWA FG 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 cancellation charges applied.
2. Should an IC or end user requested design change be received on a pending access order shall result in the establishment of a new service date that exceeds the original service date by more than thirty days, the IC or end user shall not be required to cancel and reissue a new order, but shall be billed a Design Change Charge and a Service Date Change Charge.
3. The Company will review the requested change, notify the IC whether the change is a design change, if it can be accommodated and if a new service date is required. If the IC 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.

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**E5. ORDERING OPTIONS FOR BellSouth SWA
 AND 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

4. The applicable charge is:

(a) Design change charge, per order
 Service Installation Guarantees, as set forth in E2.4.10 preceding, are not applicable for Design Change Charges.

Nonrecurring Charge	USOC
\$26.21	HZ8

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

G. (DELETED)

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 the 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 canceled.

B. When an IC 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 SWA* or Special Access (*a.k.a. BellSouth SPA*) service starts on the Application Date as defined in Section E5.2.3.B.4.b.
2. When the IC cancels an Access Order prior to the Design Layout Report Date, as defined in 4.b. following, no charges shall apply.
3. 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.4.
4. Charges applicable as specified in Section E5.2.2.F.3 are based on the estimated costs incurred by the Company at the time the order is canceled. The estimated costs incurred are determined based on the following:
 - a. Certain Company critical dates are associated with an Access Order provisioning interval. 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.
 - b. The critical dates tracked by the Company are as follows:

Application Date (APP):

The date the IC provides a firm commitment and sufficient information as detailed in Section E5.1 preceding to the Company. This is also the order date.

Scheduled Issue Date (SID):

The date that the order is to enter the Company's order distribution system.

Design Layout Report Date (DLRD):

The date the Design Layout Report is forwarded to the IC.

Records Issue Date (RID):

The date that all design and assignment information is to be sent to the central office and installation forces.

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.

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

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)

a. Cancellation Charge Percentages Listing No. 1 (Cont'd)

Type Service/ Critical Dates	After: Before:	APP SID	SID LAM	LAM EIRD	EIRD DLRD	DLRD RID	RID DVA
High Capacity (a.k.a. BellSouth SPA High Capacity)		12.9%	29.2%	33.1%	35.5%	37.5%	42.9%
Program Audio (a.k.a. BellSouth SPA Program Audio)		1.4%	4.1%	5.8%	8.3%	11.5%	16.2%
Digital Data Access (a.k.a. BellSouth SPA DSO Digital Data)		1.5%	4.6%	6.1%	9.2%	13.5%	18.6%
BellSouth Metro Ethernet Service		11.6%	33.1%	42.9%	44.8%	47.3%	53.1%
BELLSOUTH SWA							
Trunks or Lines		7.0%	18.9%	23.7%	24.9%	26.3%	35.6%
BellSouth SWA High Capacity Facilities		12.9%	29.2%	33.1%	35.5%	37.5%	42.9%
BellSouth Wavelength Service		12.9%	29.2%	33.1%	35.5%	37.5%	42.9%

b. Cancellation Charge Percentages Listing No. 2

Type Service/ Critical Dates	After: Before:	DVC WOT	WOT FCD	FCD PTD	PTD DD	DD
SPECIAL ACCESS (a.k.a. BellSouth SPA)						
WATS (a.k.a. BellSouth SPA)		33.2%	44.6%	56.6%	83.6%	100.0%
Voice Grade (a.k.a. BellSouth SPA DSO VG)		33.2%	44.6%	56.6%	83.6%	100.0%
Telegraph Grade (a.k.a. BellSouth SPA Telegraph)		34.7%	43.9%	56.9%	84.6%	100.0%
Metallic Grade (a.k.a. BellSouth SPA Metallic)		30.3%	39.7%	53.6%	83.3%	100.0%
High Capacity (a.k.a. BellSouth SPA High Capacity)		55.7%	66.2%	69.9%	86.2%	100.0%
Program Audio (a.k.a. BellSouth SPA Program Audio)		28.0%	37.1%	49.5%	80.5%	100.0%
Digital Data Access (a.k.a. BellSouth SPA DSO Digital Data)		28.5%	35.4%	46.2%	78.2%	100.0%
BellSouth Metro Ethernet Service		53.1%	69.9%	85.6%	94.9%	100.0%
BELLSOUTH SWA						
Trunks or Lines		51.4%	58.3%	69.4%	90.3%	100.0%
BellSouth SWA High Capacity Facilities		55.7%	66.2%	69.9%	86.2%	100.0%
BellSouth Wavelength Service		55.7%	66.2%	69.9%	86.2%	100.0%

6. The provisions of Sections E5.2.3.1-5 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 an IC 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

(N)

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

E5.2 Access Order (Cont'd)

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

- 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 6.7.2 of Tariff FCC No. 1 and Sections E5.2.6, E7.4 and E29.1.2 of this intrastate Tariff at the month-to-month rates set forth in Section 6.8 of Tariff FCC No. 1 and Sections E7.5 and E29.1.6 of this intrastate Tariff. Such charges will be billed in addition to and subsequent to the cancellation charges set forth in B. preceding.
- D. 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.
- E. When an IC cancels an order for the discontinuance of service, no charges apply for the cancellation.

(M)

(M)

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 capacity 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. following.

E5.2.5 Minimum Period

- A. Except as set forth in E2.4.2 *of this Tariff* and B., C., D. and E. following, the minimum period^d for which Access Service is provided and for which charges are applicable is one month.

Note 1: Specific regulations for BellSouth Metro Ethernet service minimum period, service rearrangements (reconfigurations) and changes are provided in E7.4.32 of this Tariff.