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July 27, 2015

Beth Salak, Director
Division of Regulatory Analysis
Florida Public Service Commission
Attn: Tariff Section
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Dear Ms. Salak:

Attached for filing, please find the following revised page for the AT&T Florida Access Service Tariff.

Access Services Tariff

- Section E5.1 - Fourth Revised Page 1
- Eighth Revised Page 2
- Section E5.2 - Tenth Revised Page 9
- Fifth Revised Page 10
- Second Revised Page 11
- First Revised Page 12
- Sixth Revised Page 15

This filing introduces a Flat-rate Access Order cancellation charge in the Access Services and adds the Customer Not Ready (CNR) policy for Switched Ethernet Services to the state tariff to mirror the language/policy found in the interstate Guidebook.

Acknowledgment, date of receipt and authority number of this filing are requested.

Your consideration and approval will be appreciated.

Yours very truly,

Stan Greer

Area Manager

Attachments

~~ISSUED: July 27, 2015~~
~~ISSUED: May 31, 2013~~

~~EFFECTIVE: July 28, 2015~~
~~EFFECTIVE: July 2, 2013~~

~~BY: Joe York, President - FL~~
~~BY: Marshall M. Criser III, President - FL~~
~~Jacksonville, Florida~~
~~Miami, Florida~~

E5. ORDERING OPTIONS FOR ACCESS SERVICES

E5.1 General

E5.1.1 Scope

- A. This section sets forth the regulations and order related charges for Access Orders for BellSouth SWA and Dedicated Access 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 Telephone Company an order~~ to provide the IC with BellSouth SWA service, Expanded Interconnection Service (EIS), an End User with BellSouth SWA FGB service, an End User with Dedicated Access Service and Fast Packet Access Services or, to provide ~~modifications to existing service, changes to existing Access services.~~ An Access Order may be submitted by Access Service Request (ASR) or by such other ordering processes as the Telephone Company may provide. Depending upon the services, facilities or services intervals dates requested, one or more Access Orders may be required to provide the customer with access service. (C)
(C)
(N)
(N)
(N)
- C. The End User is ultimately responsible for the placing of and payment for all Dedicated Access orders and Dedicated Access charges as set forth in Sections E7. and E13. ~~following~~ with the following exception. Payment for Dedicated Access Service nonrecurring charges required as a result of an IC generated activity is the responsibility of the IC. IC generated activity is defined as the relocation of an IC POP. (D)
- D. The End User is responsible for the placing of and payment for BellSouth SWA FGB and BellSouth SWA TSBSA 1 orders and charges as set forth in Sections E3. and E4. ~~preceding~~ and Section 6 of Tariff FCC No. 1. (E)
- E. Any entity intending to resell private line services must be certificated by the Florida Public Service Commission as an Alternative Access Vendor (AAV) for intraexchange services, and as an AAV or Interexchange Carrier (IC) for interexchange services. Those entities certificated as an AAV or IC may resell private line services only by purchasing the like service from Section E7., Dedicated Access Services, of the Company's intrastate Access Service Tariff. Any entity certificated as an AAV or IC may purchase and resell a Local Exchange Company's (LEC's) private line service only between affiliated entities.
- F. Alternative Access Vendors (AAVs) can resell a Dedicated Access Service which is part of a dedicated interexchange private line between affiliates, and a dedicated access service to an ICs switched network without affiliate restriction. In addition, an IC can resell an interexchange private line service under its existing IC certificate with no affiliate restriction, provided the LEC provides the local channel (LC) on each end of the private line service. However, if an IC utilizes an AAV to provide the LCs, the affiliate restrictions will apply.

E5.1.2 Ordering Conditions

- A. An IC or End User may order any number of services of the same type and between the same locations on a single Access Order. All details for services for a particular order must be identical except for multipoint service.
- B. The IC or End User 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 or End User must also provide: (T)
 - 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. (T)
- D. BellSouth SWA service orders for BellSouth SWA FGA and BellSouth SWA LSBSA shall be in lines.

E5. ORDERING OPTIONS FOR ACCESS SERVICES

E5.1 General (Cont'd)

E5.1.2 Ordering Conditions (Cont'd)

- E.** BellSouth SWA Service orders for BellSouth SWA FGB, BellSouth SWA FGD and BellSouth SWA TSBSA 1 and 3 shall be in trunks.
- F.** Dedicated Access Line service must be ordered in lines for use with a BellSouth SWA FGD and BellSouth SWA TSBSA 3 service which is in service or on order. (D)
- 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 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 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 on orders for services provided jointly with another exchange telephone company.
- H.** 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 and End Users upon request, whether the IC's service is subject to standard or negotiated intervals. The IC or End User 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.
- I.** The following charges will apply for the installation, move or rearrangement of BellSouth SWA or 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 SWA or 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. (T)
1. Per Service Order

Nonrecurring

	Charge	USOC
(a) Special Access (a.k.a. BellSouth SPA)	\$365.00	SOCSP
(b) BellSouth SWA	300.00	SOC SW

- J.** An IC or End User who initiates a conversion (rollover) of a BellSouth SWA DS1 to a BellSouth SWA DS3 High Capacity service is also responsible for submitting Network Channel Interface (NCI) Code Update requests, either mechanically or manually, on all sub-DS1 level circuits that ride the channelized BellSouth SWA DS1 High Capacity service being rolled over. The Company and the IC or End User will work cooperatively to establish the number of circuits which may be submitted monthly for purposes of mechanical NCI Code updates associated with rollovers of BellSouth SWA FG DS1 High Capacity service to BellSouth SWA DS3 High Capacity service.
- K.** An IC who converts from an existing feature group 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. (D)

E5.1.3 Provision of Other Services

- A.** Testing Service, Additional Labor and Special Facilities Routing shall be ordered with an Access Order as set forth in B. following. The rates and charges for these services, as set forth in other sections of this Tariff, will apply in addition to the ordering charges set forth in this section and the rates and charges for the Access Service with which they are associated.

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.

E5. ORDERING OPTIONS FOR ACCESS SERVICES

E5.2 Access Order (Cont'd)

E5.2.1 Provision of Service (Cont'd)

- P. The Service Installation Guarantee, as set forth in [Section E2.4.10](#) ~~of this Tariff~~, is applicable to specified services offered in this Tariff. The Service Installation Guarantee is applied on a per service order basis for BellSouth SWA services. The Service Installation Guarantee is applied on a per circuit basis for Dedicated Access Services. (D)
- Service Installation Guarantee, as set forth in [Section E2.4.10](#) ~~of this Tariff~~, is not applicable for the installation of CCS7 Access Arrangement. (D)
- Q. For BellSouth SWA FGB, BellSouth SWA FGD and BellSouth SWA TSBSA 1 and service to a Mobile Telephone Switching Office (MTSO) directly interconnected to a Company Access Tandem Office, the IC shall provide information to the Company indicating the NXX codes(s) to be accessed.
- R. Expanded Interconnection Service (EIS)
For EIS arrangements, the collocator must specify the type of cross-connect element to be utilized.
- S. When ordering BellSouth Remote Access Service, in addition to subscribing to the service by meeting the conditions set forth in E5.1.2 and E5.2.1.B.1, of this Tariff, the customer shall:
1. coordinate their access service request through a customer account team;
 2. populate the project field on the access service request with "BST-RAS"; and
 3. negotiate service intervals for BellSouth Remote Access Service.
- T. BellSouth SWA *Common Transport IP Option*
For BellSouth SWA *Common Transport IP Option*, as described in Section 6.2 of Tariff FCC No. 1 the IC shall:
1. coordinate their Access Order through a customer account team;
 2. populate fields on the Access Order with information provided by the customer account team.

(DELETED)

E5.2.2 Reserved for Future Use

E5.2.3 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 or End User's use ~~or to the service date whichever is earlier~~. 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 or End User. If the IC or End User 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 Dedicated Access Service channels, EIS cross-connect elements, or BellSouth SWA service lines, trunks or BellSouth SWA Transport facilities or BellSouth SWA 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 Dedicated Access Service ordered by an IC or End User, these changes will be made without order modification charges being incurred by the End user.
- 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 IC or End User 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 IC or End User 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 appropriate cancellation charges applied unless the IC or End User indicates that billing for the service is to commence as set forth in [Section E5.2.8](#) ~~of this Tariff~~. (D)

E5. ORDERING OPTIONS FOR ACCESS SERVICES

E5.2 Access Order (Cont'd)

E5.2.3 Access Order Modifications (Cont'd)

D. Service Date Change Charge (Cont'd)

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 or End User's premises on the scheduled service date and the IC or End User 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 or End User. If the IC or End User 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), following. If the IC or End User 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 following. 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. (M)
3. 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 or End User's request without delaying service dates for orders of other ICs, or End Users. (T)
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 IC's or customer's premises when the customer is not ready for service as specified in Section E5.2.3.D.2 preceding. The applicable charges are: (T)

	Nonrecurring Charge	USOC OMC
(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.
6. Service Installation Guarantee, as set forth in Section E2.4.10 preceding, is not applicable for Service Date Change charges. (T)
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: (N)

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.

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 Telephone Company will cancel the order on the 121st calendar day after the original due date and charges specified in Section E5.2.3.4(a) will apply, or

- If Service has been fully provisioned, the Telephone 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 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 options will apply:

- If Service has not been fully provisioned, the Telephone Company will cancel the order on the 31st calendar day after the original due date and charges specified in Section E5.2.3.4(a) 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.

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ISSUED: May 8, 2003
BY: Joe York, President - FL
BY: Joseph P. Lacher, President - FL
Jacksonville, Florida
Miami, Florida

~~E. Partial Cancellation Charge~~

- ~~1. Any decrease in the number of ordered Dedicated Access Service channels, EIS cross-connect elements, or BellSouth SWA Service Lines, Trunks or BellSouth SWA Transport facilities, CCS7 Signaling Connections and CCS7 Signaling Terminations or WATS Access Lines (a.k.a. BellSouth SPA WATS Lines) will be treated as a partial cancellation and the charges as set forth in E5.2.4.B.4. following will apply.~~

~~F. Design Change Charges~~

- ~~1. The IC or End User 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 or End User. Design changes 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 IC terminal location, End User premises, end office switch, BellSouth SWA FG type, BellSouth SWA Basic Serving Arrangement type, EIS cross-connect elements, or Dedicated 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.~~
- ~~2. Should an IC or End User 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 30 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 or End User whether the change is a design change, if it can be accommodated and if a new service date is required. If the IC or End User 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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BY: Joe York, President - FL
BY: Joseph P. Lacher, President - FL
Jacksonville, Florida
Miami, Florida

E5. ORDERING OPTIONS FOR ACCESS SERVICES

E5.2 Access Order (Cont'd)

E5.2.3 Access Order Modifications (Cont'd)

E. Partial Cancellation Charge

1. Any decrease in the number of ordered Dedicated Access Service channels, EIS cross-connect elements, or BellSouth SWA Service Lines, Trunks or BellSouth SWA Transport facilities, CCS7 Signaling Connections and CCS7 Signaling Terminations or WATS Access Lines (a.k.a. BellSouth SPA WATS Lines) will be treated as a partial cancellation and the charges as set forth in Section E5.2.4.B.4. will apply.

F. Design Change Charges

1. The IC or End User 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 or End User. Design changes 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 IC terminal location, End User premises, end office switch, BellSouth SWA FG type, BellSouth SWA Basic Serving Arrangement type, EIS cross-connect elements, or Dedicated 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.
2. Should an IC or End User 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 30 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 or End User whether the change is a design change, if it can be accommodated and if a new service date is required. If the IC or End User 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.

F. Design Change Charges (Cont'd)

3. (Cont'd)

The applicable charge is:

	Nonrecurring Charge	USOC
(a) Design change charge, per order	\$26.21	H28

Service Installation Guarantee, as set forth in Section E2.4.10, is not applicable for Design Change Charge.

4. If a change of service date is required, the Service Date Change Charge as set forth in Section E5.2.3.D. will also apply.

G. (DELETED)

BELLSOUTH
TELECOMMUNICATIONS
FLORIDA

~~ACCESS SERVICES TARIFF~~ ~~ACCESS SERVICE TARIFF~~ First Revised Page 12 Original Page 12
Cancels Original Page 12

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BY: Joe York, President - FL BY: Joseph P. Lacher, President - FL
Jacksonville, Florida Miami, Florida

E5. ORDERING OPTIONS FOR ACCESS SERVICES¹

(N)

E5.2 Access Order (Cont'd)

E5.2.4 Cancellation of an Access Order

- A. An IC or End User may cancel an Access Order for the installation of service on any day prior to the service date. The cancellation date is the date the Company receives written ~~or verbal~~ notice from the IC or End User that the order is to be cancelled. ~~The verbal notice must be followed by written confirmation within 10 days.~~

(D)

(D)

~~If an IC or an End User is unable to accept Access Service within 30 calendar days after the original service date, the IC or End User has the choice of the following options:~~

- ~~1. The Access Order shall be cancelled and charges set forth in B. following will apply, or~~
- ~~2. Billing for the service will commence.~~

~~In any event, the cancellation date or the billing is to commence, depending on which option is selected by the IC or End User, shall be the 31st day beyond the original service date of the Access Order.~~

(D)

- B. When an IC or End User 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 Switched Access Service, EIS Arrangements/EIS Cross-Connects, or Dedicated Access Service starts on the Application Date as defined in Section E5.2.4.B.4.b. ~~following.~~ Provisions addressing the application of charge for EIS elements are contained in Section E20. ~~following.~~
2. When the IC or End User cancels an Access Order prior to the Design Layout Report Date, as defined in Section E5.2.4.B.4.b. ~~following.~~ no charges shall apply.
3. When the IC or End User 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. ~~following.~~
4. Charges applicable as specified in Section E5.2.4.B.3. ~~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:
 - a. 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.
 - b. The critical dates tracked by the Company are as follows:

(T)

(T)

(T)

(T)

Application Date (APP):

The date the IC or End User provides to the Company a firm commitment for service and sufficient information as detailed in E5.1 preceding to enable the Company to begin service provisioning. This is also the order date.

Scheduled Issue Date (SID):

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

Loop Assignment and Make-up Date (LAM):

The date by which Local Loop Assignment and Make-up information must be available.

Design Layout Report Date (DLRD):

The date the Design Layout Report (DLR) is forwarded to the IC or End User.

Note 1: Text is shown as new due to reissue of all Tariff Sections. No changes in rates or regulations were made with this filing.

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ISSUED: May 31, 2013

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EFFECTIVE: July 2, 2013

BY: Joe York, President - FL
BY: Marshall M. Criser III, President - FL
Jacksonville, Florida
Miami, Florida

E5. ORDERING OPTIONS FOR ACCESS SERVICES

E5.2 Access Order (Cont'd)

E5.2.4 Cancellation of an Access Order (Cont'd)

5. The provisions of Sections E5.2.4.D.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 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:

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

- C. When a customer cancels an order service for BellSouth Dedicated Ring or SMARTRing service (a.k.a. BellSouth Dedicated Ring) 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 or SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring), 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 6.1.3 of Tariff FCC No. 1 and Section E7.4 of this intrastate tariff at the month-to-month rates set forth in Sections E6.8 and E7.5 of this intrastate tariff. Such charges will be billed in addition to and subsequent to the cancellation charges set forth in Section E5.2.4.B. ~~preceding~~.
- D. When an IC or End User 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 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 IC or End User may cancel the Access Order without incurring cancellation charges.

E5.2.5 Selection of Facilities For Access Orders

- A. When an IC or End User places an Access Order, it may choose to utilize facilities it previously purchased as a facility to a Hub. If the IC has a high capacity interface or has a purchased facility, or has a Dedicated Access Service facility purchased to a Hub, the IC or End User must request that specific channels be used to implement the Access Order. If a facility assignment is not provided by the IC or End User, 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 Tariff~~.

E5.2.6 Minimum Period

- A. Except as set forth in Section E2.4.2 ~~of this Tariff~~, B. ~~and Section E5.2.6-C. following~~ and Section E9.4.1 ~~of this Tariff~~, the minimum period for which charges are applicable for Access Service is one month.

E5. ORDERING OPTIONS FOR ACCESS SERVICES

E5.1 General

E5.1.1 Scope

- A. This section sets forth the regulations and order related charges for Access Orders for BellSouth SWA and Dedicated Access 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 Telephone Company to provide the IC with BellSouth SWA service, Expanded Interconnection Service (EIS), an End User with BellSouth SWA FGB service, an End User with Dedicated Access Service 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 Telephone Company may provide. Depending upon the services, facilities or services intervals dates requested, one or more Access Orders may be required to provide the customer with access service. (C)
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- C. The End User is ultimately responsible for the placing of and payment for all Dedicated Access orders and Dedicated Access charges as set forth in Sections E7 and E13 with the following exception. Payment for Dedicated Access Service nonrecurring charges required as a result of an IC generated activity is the responsibility of the IC. IC generated activity is defined as the relocation of an IC POP. (D)
- D. The End User is responsible for the placing of and payment for BellSouth SWA FGB and BellSouth SWA TSBSA 1 orders and charges as set forth in Sections E3 and E4 and Section 6 of Tariff FCC No. 1. (D)
- E. Any entity intending to resell private line services must be certificated by the Florida Public Service Commission as an Alternative Access Vendor (AAV) for intraexchange services, and as an AAV or Interexchange Carrier (IC) for interexchange services. Those entities certificated as an AAV or IC may resell private line services only by purchasing the like service from Section E7., Dedicated Access Services, of the Company's intrastate Access Service Tariff. Any entity certificated as an AAV or IC may purchase and resell a Local Exchange Company's (LEC's) private line service only between affiliated entities.
- F. Alternative Access Vendors (AAVs) can resell a Dedicated Access Service which is part of a dedicated interexchange private line between affiliates, and a dedicated access service to an ICs switched network without affiliate restriction. In addition, an IC can resell an interexchange private line service under its existing IC certificate with no affiliate restriction, provided the LEC provides the local channel (LC) on each end of the private line service. However, if an IC utilizes an AAV to provide the LCs, the affiliate restrictions will apply.

E5.1.2 Ordering Conditions

- A. An IC or End User may order any number of services of the same type and between the same locations on a single Access Order. All details for services for a particular order must be identical except for multipoint service.
- B. The IC or End User 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 IC or End User must also provide: (T)
 - 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. (T)
- D. BellSouth SWA service orders for BellSouth SWA FGA and BellSouth SWA LSBSA shall be in lines.

E5. ORDERING OPTIONS FOR ACCESS SERVICES

E5.1 General (Cont'd)

E5.1.2 Ordering Conditions (Cont'd)

- E. BellSouth SWA Service orders for BellSouth SWA FGB, BellSouth SWA FGD and BellSouth SWA TSBSA 1 and 3 shall be in trunks.
- F. Dedicated Access Line service must be ordered in lines for use with a BellSouth SWA FGD and BellSouth SWA TSBSA 3 service which is in service or on order.
- 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 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 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 on orders for services provided jointly with another exchange telephone company.

- H. 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 and End Users upon request, whether the IC's service is subject to standard or negotiated intervals. The IC or End User 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.
- I. The following charges will apply for the installation, move or rearrangement of BellSouth SWA or 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 SWA or 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. (T)

- 1. Per Service Order

	Nonrecurring Charge	USOC
(a) Special Access (a.k.a. BellSouth SPA)	\$365.00	SOCSP
(b) BellSouth SWA	300.00	SOCSSW

- J. An IC or End User who initiates a conversion (rollover) of a BellSouth SWA DS1 to a BellSouth SWA DS3 High Capacity service is also responsible for submitting Network Channel Interface (NCI) Code Update requests, either mechanically or manually, on all sub-DS1 level circuits that ride the channelized BellSouth SWA DS1 High Capacity service being rolled over. The Company and the IC or End User will work cooperatively to establish the number of circuits which may be submitted monthly for purposes of mechanical NCI Code updates associated with rollovers of BellSouth SWA FG DS1 High Capacity service to BellSouth SWA DS3 High Capacity service.
- K. An IC who converts from an existing feature group 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.

E5.1.3 Provision of Other Services

- A. Testing Service, Additional Labor and Special Facilities Routing shall be ordered with an Access Order as set forth in B. following. The rates and charges for these services, as set forth in other sections of this Tariff, will apply in addition to the ordering charges set forth in this section and the rates and charges for the Access Service with which they are associated.

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.

E5. ORDERING OPTIONS FOR ACCESS SERVICES

E5.2 Access Order (Cont'd)

E5.2.1 Provision of Service (Cont'd)

- P.** The Service Installation Guarantee, as set forth in Section E2.4.10, is applicable to specified services offered in this Tariff. The Service Installation Guarantee is applied on a per service order basis for BellSouth SWA services. The Service Installation Guarantee is applied on a per circuit basis for Dedicated Access Services. (T)
- Service Installation Guarantee, as set forth in Section E2.4.10, is not applicable for the installation of CCS7 Access Arrangement. (T)
- Q.** For BellSouth SWA FGB, BellSouth SWA FGD and BellSouth SWA TSBSA 1 and service to a Mobile Telephone Switching Office (MTSO) directly interconnected to a Company Access Tandem Office, the IC shall provide information to the Company indicating the NXX codes(s) to be accessed.
- R.** Expanded Interconnection Service (EIS)
For EIS arrangements, the collocator must specify the type of cross-connect element to be utilized.
- S.** When ordering BellSouth Remote Access Service, in addition to subscribing to the service by meeting the conditions set forth in E5.1.2 and E5.2.1.B.1, of this Tariff, the customer shall:
1. coordinate their access service request through a customer account team;
 2. populate the project field on the access service request with "BST-RAS"; and
 3. negotiate service intervals for BellSouth Remote Access Service.
- T.** BellSouth *SWA Common Transport IP Option*
For BellSouth *SWA Common Transport IP Option*, as described in Section 6.2 of Tariff FCC No. 1 the IC shall:
1. coordinate their Access Order through a customer account team;
 2. populate fields on the Access Order with information provided by the customer account team.

(DELETED)

E5.2.2 Reserved for Future Use

E5.2.3 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 or End User'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 or End User. If the IC or End User 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 Dedicated Access Service channels, EIS cross-connect elements, or BellSouth SWA service lines, trunks or BellSouth SWA Transport facilities or BellSouth SWA 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 Dedicated Access Service ordered by an IC or End User, these changes will be made without order modification charges being incurred by the End user.
- 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 IC or End User 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 IC or End User 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 appropriate cancellation charges applied unless the IC or End User indicates that billing for the service is to commence as set forth in Section E5.2.8. (T)

E5. ORDERING OPTIONS FOR ACCESS SERVICES

E5.2 Access Order (Cont'd)

E5.2.3 Access Order Modifications (Cont'd)

D. Service Date Change Charge (Cont'd)

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 or End User's premises on the scheduled service date and the IC or End User 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 or End User. If the IC or End User 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 IC or End User 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 new service date may be established that is prior to the original service date, if the Company determines it can accommodate the IC's or End User's request without delaying service dates for orders of other ICs, or End Users. (T)
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 IC's or 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.
6. Service Installation Guarantee, as set forth in Section E2.4.10, is not applicable for Service Date Change charges. (T)
7. An exception to the Service Date Change 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: (N)

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.

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 Telephone Company will cancel the order on the 121st calendar day after the original due date and charges specified in Section E5.2.3.4(a) will apply, or
- If Service has been fully provisioned, the Telephone 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 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 options will apply:

- If Service has not been fully provisioned, the Telephone Company will cancel the order on the 31st calendar day after the original due date and charges specified in Section E5.2.3.4(a) 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. (N)

E5. ORDERING OPTIONS FOR ACCESS SERVICES

E5.2 Access Order (Cont'd)

E5.2.3 Access Order Modifications (Cont'd)

E. Partial Cancellation Charge

1. Any decrease in the number of ordered Dedicated Access Service channels, EIS cross-connect elements, or BellSouth SWA Service Lines, Trunks or BellSouth SWA Transport facilities, CCS7 Signaling Connections and CCS7 Signaling Terminations or WATS Access Lines (a.k.a. BellSouth SPA WATS Lines) will be treated as a partial cancellation and the charges as set forth in Section E5.2.4.B.4 will apply.

F. Design Change Charges

1. The IC or End User 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 or End User. Design changes 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 IC terminal location, End User premises, end office switch, BellSouth SWA FG type, BellSouth SWA Basic Serving Arrangement type, EIS cross-connect elements, or Dedicated 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.
2. Should an IC or End User 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 30 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 or End User whether the change is a design change, if it can be accommodated and if a new service date is required. If the IC or End User 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.

F. Design Change Charges (Cont'd)

3. (Cont'd)

The applicable charge is:

(a) Design change charge, per order

Service Installation Guarantee, as set forth in Section E2.4.10, is not applicable for Design Change Charge.

4. If a change of service date is required, the Service Date Change Charge as set forth in Section E5.2.3.D will also apply.

G. (DELETED)

Nonrecurring Charge	USOC
\$26.21	H28

(M)

(M)

(T)

(T)

E5. ORDERING OPTIONS FOR ACCESS SERVICES¹

(N)

E5.2 Access Order (Cont'd)

E5.2.4 Cancellation of an Access Order

- A. An IC or End User may cancel an Access Order for the installation of service on any day prior to the service date. The cancellation date is the date the Company receives written notice from the IC or End User that the order is to be cancelled.

(D)

(D)

- B. When an IC or End User cancels an Access Order for the installation of service, a Cancellation Charge will apply as follows:

(D)

1. Costs incurred in conjunction with the provision of Switched Access Service, EIS Arrangements/EIS Cross-Connects, or Dedicated Access Service starts on the Application Date as defined in Section E5.2.4.B.4.b. Provisions addressing the application of charge for EIS elements are contained in Section E20. (T)
2. When the IC or End User 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. (T)
3. When the IC or End User 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. (T)
4. Charges applicable as specified in Section E5.2.4.B.3. 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: (T)
 - a. 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.
 - b. The critical dates tracked by the Company are as follows:

Application Date (APP):

The date the IC or End User provides to the Company a firm commitment for service and sufficient information as detailed in E5.1 preceding to enable the Company to begin service provisioning. This is also the order date.

Scheduled Issue Date (SID):

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

Loop Assignment and Make-up Date (LAM):

The date by which Local Loop Assignment and Make-up information must be available.

Design Layout Report Date (DLRD):

The date the Design Layout Report (DLR) is forwarded to the IC or End User.

Note 1: Text is shown as new due to reissue of all Tariff Sections. No changes in rates or regulations were made with this filing.

E5. ORDERING OPTIONS FOR ACCESS SERVICES

E5.2 Access Order (Cont'd)

E5.2.4 Cancellation of an Access Order (Cont'd)

5. The provisions of Sections E5.2.4.D.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 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

- C. When a customer cancels an order service for BellSouth Dedicated Ring or SMARTRing service (a.k.a. BellSouth Dedicated Ring) 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 or SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring), 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 6.1.3 of Tariff FCC No. 1 and Section E7.4 of this intrastate tariff at the month-to-month rates set forth in Sections E6.8 and E7.5 of this intrastate tariff. Such charges will be billed in addition to and subsequent to the cancellation charges set forth in Section E5.2.4.B..
- D. When an IC or End User 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 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 IC or End User may cancel the Access Order without incurring cancellation charges.

E5.2.5 Selection of Facilities For Access Orders

- A. When an IC or End User places an Access Order, it may choose to utilize facilities it previously purchased as a facility to a Hub. If the IC has a high capacity interface or has a purchased facility, or has a Dedicated Access Service facility purchased to a Hub, the IC or End User must request that specific channels be used to implement the Access Order. If a facility assignment is not provided by the IC or End User, 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.

E5.2.6 Minimum Period

- A. Except as set forth in Section E2.4.2 B. *and* Section E5.2.6C. and Section E9.4.1, the minimum period for which charges are applicable for Access Service is one month.