

ACCESS SERVICE

24. Federal Telecommunications Access Service (FTAS) 200124.1 Description

FTAS 2001 is a custom designed network of special access services offered exclusively to Interexchange Carriers (ICs) selected by the U.S. Government and only when such ICs order service(s) associated with the provision of the Federal Telecommunications System 2001 network. FTAS 2001 provides dedicated access connections between specific government locations and FTAS 2001 service distribution points to each of the participating authorized ICs. (T)
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FTAS 2001 is provided pursuant to a contractual arrangement between the U.S. General Services Administration (GSA) and selected ICs. In addition, FTAS 2001 is also provided to ICs awarded Metropolitan Area Awards (MAA) only when such ICs order service associated with the provision of the Federal Telecommunications System 2001 network. These designated ICs are hereafter referred to as customers. The initial contract period is four years (i.e., expiration September 22, 2003). The contract commences with the tariff effective date, also known as the contract date, and terminates with the expiration of the contract or any extensions thereto. The contract can be extended in 1-year increments up to an additional 4 years. (C)
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FTAS 2001 services, specified in 24.3 following, are provided at the rate levels contained in 31.24 following. Customers are subject to a Minimum Revenue Guarantee as specified in 24.6 following.

24.2 General Regulations

Except as otherwise noted, the regulations specified herein are in addition to other applicable regulations contained in other sections of this tariff for the underlying services, including minimum period requirements, credit allowances, and when applicable, minimum service commitments.

24.3 Service Components

FTAS 2001 includes Voice Grade, DIGIPATH digital service II (DDSII), High Capacity DS1 and DS3 Services (electrical only), Intellilight Shared Assurance Network (ISAN) Service, Intellilight Broadband Transport (IBT) and Intellilight Entrance Facility (IEF).

Lower capacity channels of a multiplexed High Capacity DS1 and DS3 Service, ISAN Service or IEF are permitted with FTAS 2001 provided that the initial order to install the lower capacity channels includes at least one FTAS 2001 service.

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Vice President
2980 Fairview Park Drive, Falls Church, VA 22042

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24. Federal Telecommunications Access Service (FTAS) 2001 (Cont'd)

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24.4 Rate Plan

The FTAS 2001 rate plan includes only the rate elements listed in 31.24 following. Rates and charges for optional features and functions which are not included under the FTAS 2001 rate plan but which may be necessary to provide the total service(s) required by a customer apply as specified in other sections of this tariff

24.5 Shared Use

FTAS 2001 services may not be provided in a Shared Use arrangement.

24.6 Minimum Revenue Guarantee

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Each customer is subject to a minimum revenue guarantee (MRG). The MRG is based upon the recurring revenues from all the customer's FTAS 2001 services within The Bell Atlantic Telephone Companies operating territories (those covered by this tariff and Bell Atlantic Tariff F.C.C. No. 1).

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No MRG applies during an initial period of eighteen months. This period, the ramp-up period, allows time for the Telephone Company and the customer to establish the services in the customer's FTAS 2001 plan. The ramp-up period begins on the date the first FTAS 2001 service is installed. Ninety percent of actual FTAS 2001 revenue billed during the last twelve months of the ramp-up period will be used to establish the initial MRG.

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At the end of each 12-month period following the ramp-up period ("Annual Review"), actual billed revenue is reviewed. The MRG is revised to reflect ninety percent of a customer's preceding year's actual FTAS 2001 billed revenue, or the initial MRG, whichever is greater.

Subsequent additions of FTAS 2001 service(s) are included in the actual billed revenue calculated for an Annual Review. MRG obligations do not change if individual services are disconnected.

If a customer fails to meet its MRG at an Annual Review but wishes to retain its services under the FTAS rate plan, a Shortfall Liability will be assessed as set forth in Section 24.7 following. A customer may change its services to non-FTAS 2001 services as offered under other sections of this tariff, subject to the regulations in Section 24.9 following.

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(x) Material scheduled to become effective September 22, 1999 under Transmittal No. 1186.

(y) Issued under authority of Special Permission No. 99-168 of the Federal Communications Commission.

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24. Federal Telecommunications Access Service (FTAS) 2001 (Cont'd)

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24.7 Shortfall Liability

Shortfall liability applies to any FTAS 2001 customer that fails to meet its MRG. Shortfall liability is based on the difference between the actual billed revenue and the applicable MRG. When applicable, shortfall liability is assessed at the Annual Review.

If the GSA enters into a contractual arrangement with additional customer(s) beyond those in the original contract, causing an original customer to miss its MRG obligation, 25% of the applicable Shortfall Liability will be waived for two Annual Reviews. No more than 25 % of the applicable Shortfall Liability will be waived in a single Annual Review.

24.8 Expiration of Rate Plan

If on the initial or extended expiration date of the FTAS 2001 contract, the customer has not notified the Telephone Company to disconnect its FTAS 2001 services, the Telephone Company will continue to bill FTAS 2001 rates for up to two years.

If the customer still has not notified the Telephone Company to disconnect its FTAS 2001 services by the end of this period, any remaining services will automatically be converted to (1) non-FTAS 2001 services billed at month to month rates; or (2) non-FTAS 2001 services billed at the shortest term plan available; or (3) to non-FTAS 2001 provided in accordance with a customer's existing Commitment Discount Plan.

24.9 Cancellation of Rate Plan

A customer may cancel its entire FTAS 2001 by providing written notice to the Telephone Company. The customer must still meet its then effective MRG obligation, in full, for the regularly scheduled Annual Reviews for both the year service is cancelled and the following year.

However, when FTAS 2001 is cancelled due to the loss of GSA contract, the MRG will be prorated based upon the number of months or major fraction of months the FTAS 2001 was in service during that annual period. For example, if a customer cancels its FTAS 2001 service on May 20th, the MRG will be reduced by 7/12. Only 5/12 of the MRG obligation will apply at the regularly scheduled Annual Review.

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(TR 1186)

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