3. Ordering of Service
3.1 Orders for Resold Services

3.1.0	General Restrictions on Availability	
A.	Notwithstanding any other provisions of this Section 3, the availability under this Tariff of services purchased for resale is subject to the limitations set forth in paragraph 1.1.0.	(N) (N) (N)

3.1.1	General
A.	The reseller shall supply all the information reasonably necessary for the Telephone Company to provide and bill for the requested service, and to include the reseller's end user in its directory listing service, (e.g., end user name and premises location, configuration of service, and facility interface).
1.	The reseller is responsible to submit complete and accurate orders. Failure to do so may result in service order rejection and/or service discrepancies for which the Telephone Company will not be responsible.
B.	If the reseller assumes the account of an existing Telephone Company end user at the end user's existing premises, the order must identify the end user's billing telephone number and line(s) and indicate that the end user's existing service (or any specified modification to and/or cancellation of the existing service) is to be transferred to the reseller.
1.	**Authorization to Assume an Account—**A reseller placing an order under which it will assume the account of an existing Telephone Company end user customer, or the account of an existing end user customer of another reseller must obtain appropriate authorization from that end user for the change of service provider. The reseller must verify and confirm that authorization is in accordance with the laws and provisions that govern such matters as established or may be established in the State of Rhode Island.
C.	Resellers may not order services in a particular building or other location where a reseller has not yet obtained end users at the time that the reseller's order is placed with the Telephone Company.
D.	Resellers may not order service in a particular building or other location when doing so would preclude or delay other potential providers from offering services in that particular building or other location.
E.	Resellers may not order service under this tariff without a reasonable basis for believing that such services will actually be needed by the reseller to meet anticipated demand.
F.	The Telephone Company will not process any orders, complaints or other requests received from the reseller's end user.
G.	**Primary Interexchange Carrier (PIC) and/or LPIC Changes—**The Telephone Company will accept an order to change the PIC and/or LPIC for a resold Telephone Company exchange service line only from the reseller of that line. The Telephone Company will accept an order to freeze the PIC and/or LPIC only from the reseller of that line. The reseller will be responsible for all PIC/LPIC change charges.
H.	If the order is for modification or discontinuance of service, the order shall identify the billing telephone number and telephone number of the service and the changes desired, and any additional information required by the Telephone Company.

3. Ordering of Service
3.1 Orders for Resold Services

3.1.2	Automated Order Interface
A.	Orders for resold services and modifications to or cancellation of an existing order must be placed by the reseller with the Telephone Company through the appropriate operational interface established by the Telephone Company. Such interface will facilitate the following order processes.
1.	Establishment of end user accounts
2.	Assignment of telephone numbers
3.	Entry of service orders into Telephone Company systems
4.	Installation scheduling and negotiation with end users
5.	Reservation of installation appointments
6.	Entry of end user service and repair inquiries
7.	Verification of the network status of an associated telephone line in conjunction with Telephone Company systems
8.	Other processes that would facilitate the processing of the reseller's order.
B.	The Telephone Company will establish automated interface specifications (e.g. formats) for data, delivery (transport) and network descriptions, etc.
1.	Resellers must comply with methods, procedures and operational guidelines in utilizing the interface specifications established by the Telephone Company.
2.	Any use of the interface(s) by the reseller or any other party for unauthorized purposes (e.g., access to data or to enter false information) will be considered abuse or fraudulent use of the interface and is prohibited. Such action may result in the Telephone Company terminating the reseller's use of the interface.
3.	If the Telephone Company determines or suspects that abuse or fraudulent use of the interface has occurred, the Telephone Company will, as required by law, refer the matter to the appropriate law enforcement agency.

3.1.3	Additional Engineering and Special Construction
A.	Additional charges will be applied to an order for service when the Telephone Company determines additional engineering or special construction is necessary to accommodate a reseller request.
1.	When it is required, the reseller will be so notified and will be furnished with a written statement setting forth the reason(s) for the additional engineering and/or special construction as well as an estimate of the charges in conjunction with the terms and conditions specified in PUC RI No. 15.

3. Ordering of Service
3.2 Responsibility of the Telephone Company

3.2.1	Refusal and Discontinuance of Service
A.	If the reseller fails to comply with the rules and regulations of this tariff, or if it fails to pay any sum owing to the Telephone Company for more than 30 days beyond the date of rendition of the bill for service, the Telephone Company may, on 30 days written notice by Certified U.S. Mail to the person designated by that reseller to receive such notice of noncompliance, refuse additional applications for service and/or refuse to complete any pending orders for service by the noncomplying reseller at any time thereafter. Copies of such notice shall be mailed to the State Division of Public Utilities and Carriers (the Division), concurrently with the mailing to the reseller. If the Telephone Company does not refuse additional applications for service on the date specified in the 30 days' notice, and the reseller's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service to the noncomplying reseller without further notice.
B.	If the reseller fails to comply with the rules and regulations of this tariff, or if it fails to pay any sum owing to the Telephone Company for more than 30 days beyond the date of rendition of the bill for service, the Telephone Company may on 30 days written notice by Certified U.S. Mail to the person designated by that reseller to receive such notice of noncompliance, discontinue the provision of existing service to the noncomplying reseller at any time thereafter. Copies of such notice shall be mailed to the Division, concurrently with the mailing to the reseller.
1.	In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If the Telephone Company does not discontinue the provision of the services involved on the date specified in the 30 days notice, and the reseller's noncompliance continues, nothing herein shall preclude the Telephone Company's right to discontinue the provision of the services to the noncomplying reseller without further notice.
C.	The preceding regulations not withstanding, the Telephone Company will not exercise its rights to refuse and discontinue service if the reseller submits charges to the Telephone Company it believes in good faith were billed in error and such charges are accepted by the Telephone Company for investigation.
D.	The Telephone Company may discontinue service or cancel an application for service without notice in the event the Telephone Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.
E.	In the event of fraudulent use of the Telephone Company's network, including but not limited to fraudulent end user orders for transfer of service, the Telephone Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.

3. Ordering of Service
3.2 Responsibility of the Telephone Company

3.2.2	Disclosure of Reseller Information
A.	Neither Telephone Company personnel involved in the marketing of services to end user customers, nor other resellers will have access to information relating to specific orders or demand forecasts provided by resellers under this tariff. This provision shall not preclude or prohibit the Telephone Company from undertaking the following activities.
1.	The disclosure to any local exchange carrier (including the Telephone Company or any reseller), of the fact that a particular end user who was previously a customer of such carrier is no longer one of its customers.
2.	The use by the Telephone Company of aggregate data relating to sales to all resellers in a particular geographic area for any legitimate business purpose of the Telephone Company.
3.	Sale of Telephone Company services by Telephone Company employees who have access to information relating to specific orders placed by resellers under this tariff so long as the employee spends a minimal amount of his or her time involved in the marketing of Telephone Company services and the employee does not utilize the reseller information in such sales attempts.
B.	The provisions of 3.2.2A shall not preclude the following activities.
1.	The disclosure to Telephone Company retail marketing personnel or to other resellers of information pertaining to a reseller's customer where the customer consents to such disclosure.
2.	The disclosure to Telephone Company marketing personnel of the identity of the reseller providing service to an end user for the purpose of responding to a question from the end user about the identity of their service provider.
C.	In the case of a customer who chooses to switch their service from a reseller to the Telephone Company, or to another reseller, 3.2.2A and 3.2.2B shall not prohibit the disclosure to Telephone Company marketing personnel, or to such other reseller, of information necessary to enable the Telephone Company or such other reseller to assume the account, including the customer's service configuration and billed name and address.

3.2.3	Disclosure of End User Information
A.	The Telephone Company will not provide information on any end user customer to a reseller without the consent of such end user, except under the following circumstances.
1.	The Telephone Company will, upon the request of the end user customer, provide the reseller with all information necessary to enable it to assume the end user's account, including the customer's service configuration and billed name and address.

3. Ordering of Service
3.2 Responsibility of the Telephone Company

3.2.3	Disclosure of End User Information
B.	The provisions contained herein shall not preclude disclosure of information pursuant to industry-wide arrangements for the exchange of information on end user credit histories consistent with Commission requirements.

3. Ordering of Service
3.3 Responsibility of the Reseller

3.3.1	Relaying of Information
A.	The reseller shall provide any information that is reasonably necessary in order for the Telephone Company to fulfill its obligations under this tariff.

3.3.2	Point of Contact for End Users
A.	The reseller shall serve as the single point of contact for its end users on all matters relating to the services provided by the reseller, including but not limited to, billing, requests for new service, requests for the modification or discontinuance of existing services, service trouble reports, repair requests, complaints. etc. The reseller shall be obligated to transmit such requests or reports to the Telephone Company through the automated order interface to the extent reasonably necessary to enable the Telephone Company to fulfill its obligations under this tariff.

3.3.3	Forecasting of Service Requirements
A.	To the extent reasonably necessary for the planning of Telephone Company facilities, the reseller shall provide, upon request of the Telephone Company, forecasts of the approximate number of units of exchange and other services (e.g., operator and directory assistance services) that the reseller expects to require in specific geographic areas. Such forecasts are considered by the Telephone Company as confidential information of the reseller and will be treated in accordance with the provisions specified in this tariff for confidential reseller information.

3.3.4	Refusal, Discontinuance or Transfer of Service	
A.	Where a reseller discontinues its provision of service to all or substantially all of its end users, whether by its own decision, as a result of involuntary bankruptcy, or for any other reason, the reseller must send advance written notice of such discontinuance to the Division, and the reseller's end users no later than 15 calendar days prior to the date on which the reseller intends to discontinue service. Concurrent with the reseller end user notification, the reseller must provide to the Division a list of the reseller's end users' bill name and address.	
1.	In these instances, the reseller has the responsibility to notify its end user customers via a letter, that it is no longer providing service. The letter should state that the end user should select another local service provider within 15 days. If no selection is made within the 15 days, the end user's telephone service will not be interrupted while the Telephone Company performs a credit check on the end user. The end user's service will generally be transferred to the Telephone Company, provided the Telephone Company has access to the necessary end user information. If the end user information is not available or is not provided to the Telephone Company, a possibility exists that the reseller's end user's service could be discontinued. The letter should also state that migration to the Telephone Company is subject to a credit check and that a security deposit may be required. Standard service order charges for transferring the service to the Telephone Company will be borne by the reseller.	(C) (C)

3. Ordering of Service
3.3 Responsibility of the Reseller

3.3.4	Refusal, Discontinuance or Transfer of Service	
A.	(Continued)	
2.	In the event that the reseller does not send the letter to its end user customers, the Division will send the letter. The reseller must provide the Division with the billing name and address of each of its end user customers, in order for the letter to be sent to the end user responsible billing party. In the absence of this information from the reseller, the Telephone Company will work with the Division to develop a process that will ensure that end users will receive adequate notice. In this case, the Telephone Company will provide the Division the reseller's end user's listed name and address, if available, as the Telephone Company does not have access to the reseller's end user's bill name and address. The letter sent by the Division should advise the end user that the reseller is no longer providing service. The letter should also state that the end user should select another local service provider within 15 days. If no selection is made within 15 days, the end user customer's service will generally be migrated to the Telephone Company, provided the Telephone Company has access to the necessary end user information. Absent that information, a possibility exists that the reseller's end user's service could be discontinued. The letter should also state that migration to the Telephone Company is subject to a credit check and that a security deposit may be required. Standard service order charges for transferring the service to the Telephone Company will be borne by the reseller.	(C) (C)
3.	For those end user customers who choose the Telephone Company, or no local service provider, telephone service will not be interrupted while the Telephone Company performs a credit check following the standard Telephone Company credit and collection practices. Once a credit check has been completed, the following actions will be taken.	
a.	If the end user customer has good credit, or previous good credit with the Telephone Company, the end user account will be migrated to the Telephone Company.	
b.	If the end user customer has an outstanding Telephone Company bill, the end user customer will be disconnected with the reseller's account. Upon settlement of outstanding charges, the end user may request new service from the Telephone Company.	
c.	If the customer has no outstanding Telephone Company bill, but is a credit risk, the end user will be disconnected with the reseller's account. The end user may request new service from the Telephone Company. Such a request will be handled in the same manner as all requests for new service.	
d.	In the event there is no end user information available to the Telephone Company, the Telephone Company will disconnect the account. The end user may request new service from the Telephone Company. Such a request will be handled in the same manner as all requests for new service.	