

ORIGINAL

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October 1, 1998

Ms. Blanco Bayo, Director  
Division of Records and Reporting  
Florida Public Service Commission  
Betty Easley Conference Center  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

via Hand Delivery

RECEIVED AND REPORTING

90 OCT - 1 PM 4:00

RECEIVED - FISC

In Re: Docket 980000B - Undocketed Special Project  
Access by Telecommunications Companies to Customers  
in Multi-Tenant Environments.

Dear Ms. Bayo:

Enclosed for filing please find an original and fifteen copies of Time Warner's Reply Comments. You will also find a copy of this letter enclosed. Please date-stamp this copy to indicate that the original was filed and return a copy to me.

If you have any questions regarding this matter, please feel free to contact me. Thank you for your assistance in processing this filing.

RECEIVED & FILED

Respectfully,

FPSC BUREAU OF RECORDS

*Cynthia S. Turnwiff for*  
Barbara D. Auger

ACK \_\_\_\_\_  
AFA \_\_\_\_\_  
APP \_\_\_\_\_  
DAF \_\_\_\_\_  
CMIU \_\_\_\_\_  
CTR \_\_\_\_\_  
EAG \_\_\_\_\_  
LEG 2 \_\_\_\_\_  
LIN 5 \_\_\_\_\_  
DPT \_\_\_\_\_  
RCH 2 \_\_\_\_\_  
SEC 1 \_\_\_\_\_  
WAS \_\_\_\_\_  
DTH \_\_\_\_\_

BDA/kab

Enclosures: As noted

DOCUMENT NUMBER - DATE  
10815 OCT-1 98  
FPSC-RECORDS/REPORTING

ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Undocketed Special Project  
Access by Telecommunications  
Companies to Customers in Multi-  
Tenant Environments.

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Docket No. 980000B-SP  
Filed: October 1, 1998

REPLY COMMENTS OF TIME WARNER AxS OF FLORIDA, L.P.

In response to the opportunity to submit reply comments in this proceeding, Time Warner AxS of Florida, L.P. ("Time Warner"), by and through its undersigned counsel, does hereby file the following:

DEFINITIONS

- Access to multi-tenant environments - means the ability for any telecommunications company certified in Florida to offer and provide its telecommunications services to all tenants of any residential or commercial facility or complex.
- Multi-tenant environments ("MTEs") - means any and all residential or commercial building facilities occupied or to be occupied by two or more tenants which require and purchase or will require and purchase telecommunications services from an authorized telecommunications service provider.
- Demarcation point - parties should negotiate the definition of the demarcation point, but as a default, it should be defined and moved to the Minimum Point of Entry ("MPOE") in a multi-tenant environment as defined in the FCC's Report and Order in CC Docket No. 88-57 RM 5643.
- Reasonable non-discriminatory accommodations - means arrangements for provisioning services in MTEs which are offered to all telecommunications carriers on the same terms and conditions.

DOCUMENT NUMBER-DATE

10815 OCT-1 98

FFSC-RECORDS/REPORTING

## SCENARIOS

A. Move the demarcation point to FCC MPOE. The parties should negotiate the demarcation point, but as a default, it should be moved to the FCC MPOE in a multi-tenant environment. Establishment of the default demarcation point will facilitate telecommunications carrier access to tenants in MTEs, will minimize disruption to an MTE caused by the entrance of additional telecommunications carrier facilities, and will lessen ALEC reliance in the ILEC network.

B. All telecommunications companies shall have access to all customers in MTEs for resale, i.e., where no additional telecommunications facilities must be installed; all tenants have access to COLR. - The Telecommunications Act of 1996 envisioned three forms of market entry for local exchange competition: 1) resale, 2) entry via UNES and 3) facilities-based entry. Resellers do not have any issues in this matter as they get direct access to customers using the same ILEC facilities to the end user customer. Only facilities-based carriers or carriers using a combination of their own facilities and UNES are impeded by not having direct access to MTEs.

C. Customers shall be entitled to access to telecommunications service from any certificated telecommunications company; and landlord and telecommunications companies must reach reasonable and

non-discriminatory accommodations for access. - In order for competition to develop, competing carriers must have direct access to the customers which comprise these most lucrative markets - MTEs. Access must be on a nondiscriminatory and competitively neutral basis as compared to the ILECs so that new competitors are not unfairly disadvantaged in their efforts to win market share. In many instances, ALECs have been denied free access to MTEs by property owners who have no particular motivation to accommodate the ALEC's request since tenants are already receiving required services. Additionally, the ALEC may be offered an opportunity to purchase direct access; however, these arrangements make it difficult, if not impossible, for the ALEC to compete for new business when it incurs costs not charged to its ILEC competitors. This scenario (with the addition of "and nondiscriminatory") would best balance the interests between the telecommunications carriers, the property owners and the customers. Time Warner supports the ability of the parties to privately negotiate the issues relevant to accommodations for access with a legislative directive that access be non-discriminatory.

D. Article V, Section 1 of the Constitution of the State of Florida provides in pertinent part:

The judicial power shall be vested in a supreme court,

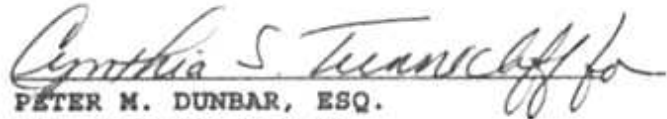
district courts of appeal, circuit courts and county courts. No other courts may be established by the state, any political subdivision or any municipality.

Commissions established by law, or administrative officers or bodies may be granted quasi-judicial power in matters connected with the functions of their offices.

The Florida Public Service Commission ("PSC") is a commission established by the legislature, which creation is codified in Chapter 350, Florida Statutes. The PSC's powers are enumerated, in part, in Chapters 350 and 364, Florida Statutes. This docket was established by a directive from the 1998 Legislature contained in §364.163 (section 5), Florida Statutes, stating that "the Legislature has determined that access to tenants by certificated telecommunications companies may be an important component in the promotion of competition in the delivery of telecommunications services in this state." Thereafter, the Legislature directed this Commission to study the issues associated with serving MTEs.

It is within the discretion of the Legislature to establish a procedure for dispute resolution within the jurisdiction of the Commission. The Commission would be best able to resolve issues regarding accommodations for access and initiate uniform policies regarding these issues. The Commission would additionally be best suited to determine appropriate compensation for access, if any.

Such compensation determinations could be reviewed by the Circuit Court for approval. Parties to any PSC dispute resolution proceedings would retain any and all appellate rights authorized by law.



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**CERTIFICATE OF SERVICE**

**DOCKET NO. 980000B**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served by U.S. Mail on this 1<sup>st</sup> day of October, 1998, to the following parties of record:

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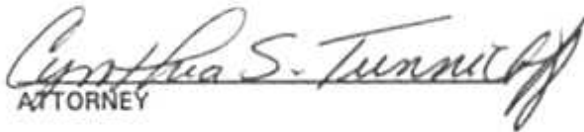
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ATTORNEY

TAMPA'S BUILDING INVENTORY			
Updated: 5/21/97			
BLDG.			
CODE	BUILDING NAME	ADDRESS	TYPE
T01	AM South	100 N. Tampa Street	Multi
T02	Barnett Plaza	101 E. Kennedy Blvd.	Multi
T03	First Florida Tower	111 Madison Street	Multi
T04	Enterprise Plaza	201 E. Kennedy Blvd.	Multi
T05	NationsBank Plaza	400 N. Ashley Street	Multi
T06	One Mack Center	501 E. Kennedy Blvd.	Multi
T07	Witel POP	1103 N. 22nd Street	IXC POP
T08	LDOS POP	412 E. Macdon Street	Multi
T09	ATT POP	2261 Massaro Blvd.	IXC POP
T-10	City Center	3 Tampa City Center	Multi
T-11	Tampa Main	810 Zack Street	GTE
T-12	Eastside C.O.	3403 Orient Road	GTE
T-13	The Pointe	2502 Rocky Point Drive	Multi
T-14	Island Center	2701 Rocky Point Drive	Multi
T-15	Waterford Plaza	7650 Courtney Campbell	Multi
T-16	Not assigned		
T-17	Tower Place	1511 N. Westshore Blvd.	Multi
T-18	Westshore Center	1715 N. Westshore Blvd.	Multi
T-19	Urban Center I & II	4830/99 W. Kennedy Blvd.	Multi
T-20	Centropointe	5100 W. Lemon Street	Multi
T-21	Paragon Center	5201 W. Kennedy Blvd.	Multi
T-22	Lincoln Center	5401 W. Kennedy Blvd.	Multi
T-23	Cypress Center I	5404 Cypress Center Dr.	Multi
T-24	Chase Bank I	4915 Independence Pkwy.	Single
T-25	Chase Bank II	4925 Independence Pkwy.	Single
T-26	Tampa Commons	1 N. Dale Mabry Hwy.	Multi
T-27	One Metrocenter	4010 Boy Scout Rd.	Multi
T-28	Continental Airlines	4101 W. Columbus Dr.	Single
T-29	Westshore Node	4200 W. Cypress Street	Multi
T-30	Westshore Place II	4300 W. Cypress Street	Multi
T-31	Landmark Center	401 E. Jackson Street	Multi
T-32	Westshore Place I	4350 W. Cypress Street	Multi
T-33	Westside C.O.	3712 Walnut Street	GTE
T-34	NationsBank Data	5519 W. Idlewild	Single
T-35	Opened		
T-36	Northwest Airlines	5729 Hoover Blvd.	Dropped
T-37	Sweetwater C.O.	7502 W. Hillborough Aven.	GTE
T-38	Austin Center West II	1408 N. Westshore Blvd.	Dropped
T-39	Austin Center West I	1410 N. Westshore Blvd.	Multi
T-43	Westshore C.O.	Beach Park Street	GTE
T-51	Corporate Oaks	5505 W. Cypress Street	Multi
T-52	Corporate Oaks	6405 W. Cypress Street	Multi
T-53	Digital C.O.	8905 John Road	Single
T-57	AT&T	4570 Seeding Circle	Single





## UTILITY ACCESS AGREEMENT

This License Agreement for Public Utility Telecommunications Services (the "Agreement") made as of this \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_, its successors and assigns, with an office at \_\_\_\_\_ ("Licensor"), and Time Warner Telecom of \_\_\_\_\_, L.P., a \_\_\_\_\_ limited partnership (a telecommunications utility certified and regulated by the state of \_\_\_\_\_ and regulated by the Federal Communications Commission), its successors and assigns, with an office at \_\_\_\_\_ ("Licensee").

WHEREAS, Licensor wishes to grant Licensee access to the building located at \_\_\_\_\_, (the "Building") in order to provide telecommunications services to the occupants under the conditions described herein; and

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, Licensee and Licensor hereby covenant and agree as follows:

1. License.

(a) Licensor hereby grants to Licensee a license (the "License") to install, operate, maintain, repair and replace fiber optic cable and associated equipment (the "Facilities") in and to the Building

(b) Licensor will provide approximately \_\_\_\_\_ square feet of floor space located on the \_\_\_\_\_ floor, (the "Equipment Space") in mutually agreeable location in the building-the, such location to be designated on the a plan to be annexed hereto. The Equipment Space will be used by Licensee as the Building service site.

(c) Licensor will give Licensee reasonable access to vertical and horizontal shafts to enable Licensee to provide Licensee's public utility telecommunications services to occupants of the Building.

(d) Following notice to and approval of Licensor, as set forth in Section 4, Licensee will have right of access to the Building and the right to construct, where necessary and at its expense, building entrance and conduit facilities connecting Licensee's Facilities in the Building to licensee's distribution network..

(e) Licensee will have the right to permit occupants of the Building who subscribe to Licensee's services to locate telecommunications equipment in the Equipment Space.

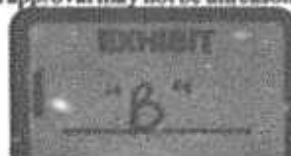
(f) The License granted herein is not exclusive. Licensor hereby reserves the right to grant, renew or extend similar licenses to others.

(g) Nothing contained herein shall be construed as granting to Licensee any property or ownership rights in the Building or to create a partnership or joint venture between Licensor and Licensee.

2. Use. Licensee may use the Equipment Space and the Facilities installed within the Building to provide public utility telecommunications services to or for the benefit of the occupants of the Building.

3. Electric Utilities. At the request of Licensor, Licensee will pay the costs associated with installation of a separate electrical panel and meter for the Facilities in the Equipment Space and shall be responsible for the electrical and any HVAC costs attributable to such Facilities. Licensor will use all reasonable efforts to notify Licensee in advance of any planned utility outages which may interfere with Licensee's use.

4. Construction. Prior to the commencement of any work, Licensee will, at its cost and expense, prepare and deliver to Licensor working drawings, plans and specifications (the "Plans"), detailing the location and size of the Facilities and/or the Equipment Space specifically describing the proposed construction and work. No work shall commence until Licensor has approved the Plans, which approval may not be unreasonably withheld or unduly delayed.



Approval is deemed to have been given if approval is not denied by a written notice to Licensee specifying in reasonable detail the reasons for denial within 15 calendar days after submission of the plans and specifications. Licensee will:

(a) perform such construction in a safe manner consistent with generally accepted construction standards;

(b) perform such construction and work in such a way as to reasonably minimize interference with the operation of the Building; and

(c) obtain, prior to the commencement of any construction and work, necessary federal, state and municipal permits, licenses and approvals.

5. Licensee's Covenants. Licensee hereby covenants and agrees:

(a) to keep the Equipment Space and the Facilities in good order, repair and condition throughout the Term (as hereinafter defined) and promptly and adequately repair all damage to the Building caused by Licensee, other than ordinary wear and tear;

(b) to comply with federal, state and municipal laws, orders, rules and regulations applicable to the Facilities; and

(c) except as contemplated by Section 4(b), not to disrupt, adversely affect or interfere with other providers of services in the Building or with any occupant's use and enjoyment of its leased premises or the common areas of the Building.

6. Facilities. The Facilities, and any other personal property in the Building, are Licensee's property, and Licensor shall not be liable for damage thereto or theft, misappropriation or loss thereof, except in the event of Licensor's gross negligence or willful misconduct. Licensee is responsible for personal property insurance coverage for its Facilities. At the termination of this Agreement, Licensee will, upon notice by the Licensor, at Licensee's sole cost and expense, remove the Facilities, and Licensee's personal property from the Building, and repair all damage caused by such removal. Any property not so removed within 60 days after the expiration of this Agreement will be deemed the property of Licensor.

7. Condition of Equipment Space and Building. Licensor makes no warranty or representation that the Equipment Space or the Building is suitable for the use described in Section 2 of this Agreement, it being assumed that Licensee has inspected the Equipment Space and the Building, accepts the same "as is" and agrees that Licensor is under no obligation to perform any work or provide any materials to prepare the Equipment Space or the Building for Licensee.

8. Access. Licensor shall provide Licensee access to the Building, including the Equipment Space, 24 hours a day, 7 days a week, 365 days a year, so that Licensee may perform installation, operation, maintenance, replacement and repair functions all in accordance with Licensor's rules and regulations.

9. Term. Commencing on the date first written above, this Agreement shall have a term of five (5) years (the "Term"). The Term granted hereby may not be revoked during the Term or any renewal hereof, except as provided in Section 15.

10. Indemnification. Licensee will indemnify, and hold Licensor, its principals, officers, directors, and employees harmless from and against any loss, cost, damage and expense of whatever kind (with the exception of special, consequential and incidental damages) arising directly or indirectly from the construction, operation, maintenance and repair of Licensee's Facilities or from Licensee's breach of this Agreement, including, but not

limited to, reasonable attorneys' fees and court costs, except to the extent such loss, damage, cost or expense is due to the gross negligence or willful misconduct of Licensor or its employees, agents or invitees. The provisions of this Section 10 will survive termination of this Agreement.

11. Insurance.

Licensee will provide Licensor with certificates evidencing the following insurance coverage before Licensee begins any construction work on the Premises and will maintain such insurance coverage during the term of this Agreement:

- (a) General Liability Insurance with a limit per occurrence of at least \$1,000,000 and a general aggregate of \$5,000,000.
- (b) Worker's Compensation insurance in accordance with applicable state law.

12. Liens. Licensee is responsible for the satisfaction or payment of any liens for any provider of work, labor, material or services claiming by, through or under Licensee. Licensee will also indemnify, hold harmless and defend Licensor against any such liens, including the reasonable fees of Licensor's attorneys. Such liens must be discharged by Licensee within 30 days after notice of filing thereof by bonding, payment or otherwise, provided that Licensee may contest, in good faith and by appropriate proceeding any such liens.

13. Performance of Work. Licensee may contract or subcontract any portion of work within the Building contemplated by this Agreement to any person or entity competent to perform such work. In no event does such subcontract relieve Licensee of any of its obligations under this Agreement.

14. Events of Default. Each of the following occurrences constitutes an "Event of Default" under this Agreement:

- (a) Breach by either party of any material non-monetary provision of the Agreement.
- (b) Licensee abandons or deserts the Facilities during the Term hereof or Licensee removes from the Building (and does not replace or substitute equipment for) all of the Facilities, including equipment in the Equipment Space.
- (c) Licensee fails to meet its monetary obligations hereunder when due and such failure continues for 5 business days of receipt of written notice by Licensor.

15. Termination; Remedies. Upon occurrence of an Event of Default the non-defaulting party must give written notice to the defaulting party, setting forth the nature of the Default. The defaulting party will have the cure period set forth with respect to the applicable Event of Default describing in Section 14 above or if no such cure period is stated, 30 days to cure such Default. If the defaulting party fails to cure the Default within the applicable cure period, the non-defaulting party may elect to terminate this Agreement, whereupon Licensee will forthwith remove its Facilities from the Equipment Space and elsewhere in the Building in a neat and orderly manner in accordance with Section 6 and as of the date of such removal neither party shall have any claim against the other, except for claims that may have arisen prior to such termination, and this Agreement will be deemed terminated and of no force and effect.

16. Assignment. Licensee may not assign or transfer this Agreement without the written consent of the Licensor, which consent will not be unreasonably withheld or unduly delayed; except that, upon written notice to the Licensor, Licensee may, without obtaining Licensor's prior consent, make such assignment to:

- (a) any firm or corporation which Licensee controls, is controlled by or is under common control with;
- (b) any partnership in which Licensee has a controlling interest; or



(c) to any entity which succeeds to all or substantially all of Licensee's assets whether by merger, sale or otherwise, provided that the assignee assumes in full the obligation of Licensee under this Agreement. Licensor will assign its rights and obligations under this Agreement to any transferee of its interest in the Premises. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties and their respective successor and assigns.

17. Notice. Every notice required or permitted hereunder must be in writing and is deemed to have been duly given if personally delivered or mailed by certified or registered mail, return receipt requested, to the party's address set forth below its signature. Notice is effective upon receipt or refusal as indicated by the return receipt. Either party may change its address for the purpose of notice hereunder by providing the other party with notice of the new address.

18. License Fee. Licensee shall pay Licensor in lawful money of the United States of America, at the office of the Licensor or at such other place as Licensor may designate from time to time, a fixed monthly license fee of \_\_\_\_\_ and No/100 (\$ \_\_\_\_\_), payable on the first day of the month beginning 30 days after Licensor's approvals provided for in Section 4 are given or deemed to have been given

19. Governing Law. This Agreement shall be governed by and construed under the laws of the State where the Premises is located.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written,

LICENSOR:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Notice Address: \_\_\_\_\_

LICENSEE:

Time Warner Telecom of \_\_\_\_\_, L.P.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Notice Address: 5700 S. Quebec Street  
Greenwood Village, Colorado 80111  
Attn: General Counsel





*"Building Relationships"*

September 2, 1998

Mr. Rich Santoro  
Time Warner Communications  
3030 N. Rocky Point Drive West  
Suite 150  
Tampa, Florida 33607

**Re: Tenant Telecommunications Service Carriers, Contractors and Vendors**

Dear Mr. Santoro:

As you know, Federal and Florida legislation has been enacted within the last few years which allows numerous "new" alternative telecommunications companies to provide your company with various telecommunications services, including alternative local telephone service. In past years, only one carrier, BellSouth (or GTE, if applicable), was authorized to provide these services to you in the building.

As a result of the new laws, the building owner and building manager have been approached by numerous telecommunications companies which are seeking access to this building in order to provide you with various telecommunications services. You may also have been contacted by them yourself. Some of these companies include affiliates of AT&T, Ameritech, BellSouth, E \* Spire (fka ACSI), Excel, FiveCom, GTE, Intelcom Group (ICG), InterMedia, Kivca, LCI, Level 3 Communications, MCI, MFS/WorldCom, Nextel, Nextlink, Optel, Sprint, Teleport (TCG), Teligent, Time-Warner, US West, WinStar, etc. just to name a few.

We are currently soliciting and evaluating proposals from all of those companies, among others, to determine what additional benefits, if any, they will be able to provide to our building and its tenants. Of course, the ultimate cost of service to you, both in the form of local telephone exchange service and equipment charges, as well as additional common area maintenance (CAM) expenses to be incurred and attendant risks in managing the various telecommunications carriers' access to the building, will be of concern in our decisions and recommendations to the building owner as to which carriers to allow access to the building. It is also our view that, by negotiating with these telecommunications carriers directly on behalf of all tenants, i.e., on a "collective bargaining" basis, in many instances we will be in a better position to negotiate more favorable terms and prices for your service than you may be able to negotiate individually.



Moreover, no new telecommunications carriers, contractors and/or vendors will be granted access to this building unless and until they have agreed to be bound by the terms of a written license agreement in form satisfactory to the owner of this property.

Therefore, we suggest that you refrain from entering into any binding agreement with any telecommunications carrier which offers to provide you alternative local exchange, or any other telecommunications services, without previously discussing the same with us.

Please understand that it is our intention to periodically apprise you of the status of any decisions we make with respect to telecommunications services available at this building, but rest assured, our ultimate goal will be to ensure that your company is provided access to the best and least expensive telecommunications services which meet your needs.

As always, if you have any questions with respect to these issues, please do not hesitate to call me.

Very Truly Yours,

OXFORD PROPERTIES FLORIDA, INC.



Christopher D. Bastas  
General Manager

CDB/maf



*"Building Relationships"*

September 2, 1998

Mr. Rich Santoro  
Time Warner Communications  
3030 N. Rocky Point Drive West  
Suite 150  
Tampa, Florida 33607

Re: **Telecommunications Service Providers; Tenant Survey**

Dear Mr. Santoro:

In our attempt to evaluate the numerous proposals submitted to us by telecommunications carriers seeking licensed access to our building, and consequently, our tenants, we thought it prudent to conduct a survey at this time to determine the identities of those, if any, telecommunications service providers with which you have already contracted or intend to contract for the provision of telecommunications services for your business.

We assume that several of you may have already contracted in the last twelve months or so, with more than one of these telecommunications service providers such as, but not limited to, AT&T, Ameritech, BellSouth, E\*Spire (W/a ACSI), Excel, FiveCom, GTE, Intelcom Group (ICG), InterMedia, Kivex, LCI, Level 3 Communications, MCI, MFS/WorldCom, Nextel, Nextlink, Optel, Sprint, Teleport (TCG), Teligent, Time-Warner, US West, WinStar, etc. just to name a few. Therefore, please complete the attached survey questionnaire and return the same to us by September 11, 1998 in order that we may accurately evaluate the status of our tenants' needs, on one hand, and their telecommunications service providers' needs for access to the building, on the other.

We thank you in advance for your cooperation in this survey. If you have any questions, please do not hesitate to call me.

Very Truly Yours

**OXFORD PROPERTIES FLORIDA, INC.**

Robert C. Loida, RPA, CFM  
Operations Manager

## PLEASE RETURN VIA FAX AT 281-0069

## TELECOMMUNICATIONS USAGE SURVEY

We appreciate your assistance in completing this survey which will assist us in determining how we should concentrate our telecommunications efforts to best meet your needs. Enclosed with this survey is a Glossary of Telecommunications Terms that you find useful in completing the survey. Please be as thorough as possible in your responses, but feel free to submit a partially completed survey if the information is not readily available.

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Type of Business: \_\_\_\_\_ Phone: \_\_\_\_\_

Number of Employees: \_\_\_\_\_ Fax: \_\_\_\_\_

Square Footage of Office Space: \_\_\_\_\_ E-mail: \_\_\_\_\_

## Communications Services

- What type of phone system do you have?  Key  PBX  Centrex
- Do you have a LAN?  Yes  No
- Do you have a WAN?  Yes  No
- Which of the following services does your company use (specify provider)? \_\_\_\_\_
  - Local  Long Distance
  - Data Services  Internet Services
  - Wireless Services  Business Television
- Which of the following facilities do you use? (please specify number of lines in box provided)
  - POT  ISDN  T1 or DS1  Frame
  - Relay  ATM  Other Switched  Other \_\_\_\_\_
  - Dedicated  Satellite  Cable/Video
- Do you have any plans for communication upgrades? (please describe) \_\_\_\_\_
- What are your mission-critical applications? \_\_\_\_\_

- Do you feel that you have adequate redundancy/diversity for mission-critical applications? \_\_\_\_\_

- Please rank the following decision factors in choosing service providers, with 1 being the most significant factor:

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Price            | <input type="checkbox"/> Integration w/services | <input type="checkbox"/> Ease of Provisioning |
| <input type="checkbox"/> Customer Service | <input type="checkbox"/> Integration w/services | <input type="checkbox"/> Provisioning Speed   |
| <input type="checkbox"/> Speed of Repair  | <input type="checkbox"/> Bundled Services       | <input type="checkbox"/> Upgrade Capability   |
| <input type="checkbox"/> Promotions       | <input type="checkbox"/> Other _____            |   |

- Which telephone companies do you use? \_\_\_\_\_

- Are you satisfied with these companies?  Yes  No

#### Internet

- Do you have an Internet connection?  Yes  No

If so,

- What type of Internet connection do you have?

- |   |                                    |                                      |
|---|------------------------------------|--------------------------------------|
| <input type="checkbox"/> Dial-up        | <input type="checkbox"/> Dedicated | <input type="checkbox"/> POTS        |
| <input type="checkbox"/> 56k            | <input type="checkbox"/> ISDN      | <input type="checkbox"/> Frame Relay |
| <input type="checkbox"/> Fractional T-1 | <input type="checkbox"/> T-3       | <input type="checkbox"/> Other _____ |

- How many employees use the Internet? \_\_\_\_\_

- What is the approximate daily usage per person? \_\_\_\_\_

- What is the primary reason your employees access the Internet?

- |                                   |   |                              |
|-----------------------------------|---|------------------------------|
| <input type="checkbox"/> E-mail   | <input type="checkbox"/> Browsing Research              | <input type="checkbox"/> FTP |
| <input type="checkbox"/> Web Site | <input type="checkbox"/> Supplier/Customer Transactions |                              |

- Do you plan to establish or upgrade your connection in the future?  Yes  No  
If yes, when? \_\_\_\_\_

- How many users do you anticipate? \_\_\_\_\_

- Please check all items critical to your decision on what Internet service to use:

- Price                       Ability to conform to your needs    E-mail Integration  
 Reliability                 Web Design                               Housing Services  
 Customer Service         Flexibility                               Security  
 Speed of Browsing         Speed of Downloading    Other \_\_\_\_\_

- Given the information provided in the table to the right, which type of service would your firm be inclined to select?

- 28.8 modem  
 ISDN Dialup  
 ISDN Dedicated  
 256k Frame  
 ADSL (Asymmetric Digital Subscriber Line)  
 T1 or equivalent

Type of Service	Download Rate	Cost per Month
28.8 modem	28.8 kbps	\$20
ISDN Dialup	128 kbps	\$140
ISDN Dedicated	128 kbps	\$350
256k Frame	256,000 kbps	\$900
ADSL	1,500,000 kbps	\$700
T1 or equivalent	1,500,000 kbps	\$2,800

The rates included in the above table have been provided by others and are only provided as a reference. Your selected service provider will determine your actual monthly costs.

#### Business Television

- Does your company have business television?  Yes    No  
 If not, or if you are interested in changing/upgrading?  Yes    No
- How would your company prefer to receive business television?  TV    Computer
- How many televisions will you have in your office space? \_\_\_\_\_
- Where will the television be located within your office space? \_\_\_\_\_
- Would your company be interested in a manual feed (e.g. for music on hold)?  Yes    No
- Please rank how important it is to receive the following channels on a 1 (very important) to 10 (not important) scale:
 

<input type="checkbox"/> Local Channels	<input type="checkbox"/> CNN	<input type="checkbox"/> Headline News
<input type="checkbox"/> Bloomberg	<input type="checkbox"/> CNN Financial	<input type="checkbox"/> Court TV
<input type="checkbox"/> CNBC	<input type="checkbox"/> MSNBC	<input type="checkbox"/> Newsworld International
<input type="checkbox"/> Other _____		

Please use the space below to address any other telecommunications issues of concern that we have not addressed in the survey, including specific reliability or procurement problems you may have experienced.

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Please return the survey you the management office, at \_\_\_\_\_

Thank you very much.