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October 27, 2003

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Mrs. Blanca S. Bayó
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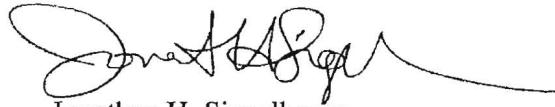
Re: Petition of Verizon Florida Inc. for Variance from Existing Collocation Requirements

Dear Ms. Bayó:

Enclosed please find fifteen copies of the Petition of Verizon Florida Inc. for Variance from Existing Collocation Requirements.

Please let me know if you have any questions.

Very truly yours,



Jonathan H. Siegelbaum

Attachments

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**BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION**

Petition of Verizon Florida Inc. for Variance)
from Existing Collocation Requirements)
_____)

Docket No. _____

PETITION OF VERIZON FLORIDA INC.

Richard A. Chapkis
Verizon Florida Inc.
201 N. Franklin Street
FLTC0717
P.O. Box 110
Tampa, Florida 33601
(813) 483-1256

Catherine Kane Ronis
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2445 M Street, N.W.
Washington, DC 20037
(202) 663-6000

Attorneys for Verizon Florida Inc.

October 27, 2003

Pursuant to Section 28.104 of the Commission's Rules, Verizon Florida Inc. ("Verizon FL") respectfully submits this Petition for Variance from certain portions of Order Nos. PSC-99-1744-PAA-TP and PSC-00-0941-FOF-TP, governing the terms of implementation intervals for requests for collocation. Verizon FL requests that the Commission grant a permanent variance from portions of these Orders and adopt the terms of the attached Settlement Agreement between Verizon, Covad, AT&T and Sprint ("Attachment A"), including the proposed terms and conditions at Exhibit 3 thereto ("Settlement Agreement"), addressing collocation provisioning issues. Verizon FL also hereby includes as Attachment B the tariff revisions that it will file if the Commission approves this Petition.

For the reasons described in more detail below, this Settlement Agreement is in the public interest. Verizon FL therefore requests that the Commission issue a variance from its existing rules on collocation provisioning intervals to the extent that they conflict with the terms and conditions set forth in the Settlement Agreement attached hereto. In support of its Petition, Verizon FL states as follows:

I. SUMMARY OF SETTLEMENT

1. The Settlement Agreement, which represents the culmination of a multi-jurisdictional negotiation between Verizon, Covad, AT&T and Sprint, reflects compromises by all parties in the interest of forging a consensus resolution of all disputes on the issues that are the subject of the Settlement Agreement.

2. The terms and conditions memorialized in the Settlement Agreement fairly and reasonably balance the interests of different segments of the telecommunications industry and the public.

3. Verizon FL proposes that the Commission adopt the terms and conditions described in the Settlement Agreement and incorporated in the language attached as Exhibit 3 to the Settlement Agreement. Verizon FL will file tariff revisions incorporating the terms and conditions of Exhibit 3 to the Settlement Agreement upon Commission approval of this Petition, such tariff revisions to be effective when filed on fifteen days' notice, pursuant to Fla. Stat. § 364.051(5)(a).

II. HISTORY OF PROCEEDING

4. On September 7, 1999, the Commission issued Order No. PSC-99-1744-PAA-TP, and on May 11, 2000, it issued Order No. PSC-00-0941-FOF-TP. These Orders govern a range of collocation issues, including provision of collocation space within ILECs' central offices, schedules for implementation of collocation requests, and the apportionment of the costs associated with collocation.

5. Earlier this year, Verizon, Sprint, Covad and AT&T ("the Parties") negotiated a multi-jurisdictional agreement whose subject matter overlaps with issues addressed in Order Nos. PSC-99-1744-PAA-TP and PSC-00-0941-FOF-TP. The result of these negotiations is the attached Settlement Agreement, which was

executed on August 27, 2003, and which is being presented to the Commission today.

6. The terms and conditions contained in the Settlement Agreement and Exhibit 3 to the Settlement Agreement are intended to apply in 28 states (including Florida) and the District of Columbia. The Pennsylvania Public Utility Commission has already approved the Settlement Agreement as consistent with the public interest. *See Order, Pa. P.U.C. and Covad Communications Company v. Verizon Pennsylvania Inc.*, Docket No. R-00038348 (Pa. P.U.C. Oct. 7, 2003) (“Attachment C”).

III. TERMS AND CONDITIONS

7. The Parties have agreed on tariff provisions regarding a variety of collocation-related provisioning intervals that are to apply in a wide range of jurisdictions, including Florida. Certain of these provisions vary from intervals adopted in previous Commission Orders, including those discussed below.

8. With regard to augment intervals, the Settlement establishes a 45 *business* day interval for augmenting existing collocation arrangements that meet certain specified criteria, as opposed to the 45 *calendar* day interval under Order No. PSC-00-0941-FOF-TP. The Settlement Agreement, however, expands the range of situations in which CLECs are eligible to receive the augment interval. Specifically, the Settlement Agreement provides that CLECs are entitled to receive the following deliverables within a 45 business day interval:

- (1) 800 2 wire voice grade terminations, or
- (2) 400 4 wire voice grade terminations, or
- (3) 600 line sharing/line splitting facilities, where line sharing/splitting already exists within the central office and where the CLEC is eligible for line sharing/line splitting, or
- (4) 28 DS1 terminations, or
- (5) 24 DS3 terminations, or
- (6) 12 fiber terminations, or
- (7) Conversion of 2 wire voice grade to 4 wire (minimum 100 – maximum 800), or
- (8) 2 feeds (1A and 1B) DC power fused at 60 amps or less, or
- (9) DC Power as defined in 8 preceding, plus any one (1) additional item as defined in 1 through 7 preceding; or 2 of the following: a) 28 DS1 terminations b) 3 DS3 terminations or c) 12 fiber terminations. The CLEC must have 100% of all cables terminated to the existing cross connects for the one additional item selected and the in-service capacity of that selection must be at 85% utilization or above; unless the CLEC can demonstrate to the Telephone Company that: a) the previous two months trend in growth would exceed 100% of the available capacity by the end of the 45 business day augment interval or b) the CLEC can demonstrate other good cause or causes to the Telephone Company that the CLECs cross connect capacity may be exceeded by the end of the 45 business day augment interval.

9. With regard to space availability, the Settlement Agreement sets an eight *business* day interval to allow Verizon FL to determine whether space is available to accommodate a CLEC's collocation request, as opposed to a 15 *calendar* day interval under Order No. PSC-00-0941-FOF-TP. Where space is available, Verizon FL will proceed with the collocation arrangement and will provide CLECs with a schedule to meet collocation requests within eight business days. If no space is readily available, Verizon FL will determine if space can be made available and will notify the CLEC concerning its findings within 20 business days. Where no space is available, Verizon FL will follow tariff provisions to verify space limitations.

10. The Settlement Agreement also provides that when a CLEC's collocation application is deficient, Verizon FL will notify the CLEC of the deficiency within eight business days. By curing this deficiency within 10

calendar days of receiving notice, the CLEC can ensure that its position within the collocation application queue will not be affected. This additional provision ensures the timely and efficient functioning of Verizon FL's collocation application processing.

11. With regard to space preparation issues, the Settlement Agreement states that CLECs will provide *semi-annual* forecasts, as opposed to *annual* forecasts required under Order No. PSC-00-0941-FOF-TP, addressing issues such as the timing of CLECs' collocation requests, their preferences for virtual or physical collocation, and required square footage. Requiring semi-annual forecasts will help Verizon better manage its central office space. Where a CLEC's demand forecasts are received less than two months prior to its collocation application and space is limited due to increased demand, Verizon FL may postpone the interval start date pursuant to the parameters established by the Settlement Agreement.

12. With regard to virtual collocation, the Settlement Agreement sets a 76 *business* day implementation interval for all standard arrangement requests which were properly forecast six months prior to the application date, as opposed to the 60 *calendar* day interval prescribed in Order No. PSC-99-1744-PAA-TP. The Settlement Agreement also provides that the CLEC shall deliver the virtual collocation equipment to Verizon FL's premises by the fortieth business day following its request. Although the Settlement Agreement lengthens the existing virtual collocation augment, the Agreement provides many other new benefits to

the CLECs, as discussed above. Indeed, Covad, AT&T, and Sprint were all willing to agree to a longer virtual interval in exchange for these additional benefits.

IV. EFFECTIVE DATE OF SETTLEMENT PROVISIONS; OTHER PROVISIONS

13. Under Section A.2 of the Settlement Agreement, the terms and conditions of the Settlement Agreement will go into effect on the date that Verizon files the proposed tariff revisions with each respective state commission. Under Section A.1 of the Settlement Agreement, Verizon is required to file its tariff revisions in each state covered by the Agreement on or before October 27, 2003. Attachment B represents the tariff revisions that Verizon FL will file with this Commission if this Petition is approved.

V. PUBLIC INTEREST CONSIDERATIONS

14. This Settlement is in the public interest and its terms and conditions should be approved in full. The Settlement represents a fair and mutually beneficial agreement concerning collocation and allows CLECs to achieve greater certainty and predictability in ordering the terms of collocation arrangements in a number of jurisdictions. It provides CLECs the opportunity to receive greater numbers of collocation services from Verizon in shorter time intervals. It also grants Verizon FL additional tariff features that will allow Verizon FL to forecast CLEC demand for collocation services and manage its provisioning of those services more effectively.

15. The Settlement achieves a just and fair compromise by Verizon, Covad, AT&T and Sprint, who represent a variety of interests, of the important and contentious collocation-related issues raised in prior proceedings in Florida and other jurisdictions.

16. Failure to grant a variance from Order Nos. PSC-99-1744-PAA-TP and PSC-00-0941-FOF-TP under these circumstances would create a substantial hardship for the parties to the Settlement Agreement who have reached a fair and mutually beneficial compromise concerning terms of collocation that will apply in many jurisdictions. By standardizing the collocation intervals in a variety of Verizon jurisdictions, the Settlement Agreement provides CLECs requesting collocation with far more predictability and reliability in establishing their business plans.

17. Finally, approval of the Petition and the terms and conditions of the Settlement Agreement will avoid the substantial time, expense, and uncertainty involved in future litigation of the issues identified in the Settlement Agreement.

VI. CONCLUSION

Wherefore, Verizon FL respectfully requests that the Commission approve this Petition and allow Verizon FL to file the tariff revisions specified in Attachment B to this Petition.

Respectfully submitted,



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(813) 483-1256

Attorneys for Verizon Florida Inc.

October 27, 2003

Attachment A

**AGREEMENT GOVERNING
COLLOCATION PROVISIONING INTERVALS**

This Agreement ("Agreement") is made this 27th day of August 2003, by and between AT&T Corp. ("AT&T"), a corporation organized under the laws of the State of New York, with its principal office at 32 Avenue of the Americas, New York, New York 10013 and its subsidiaries; Sprint Communications Company L.P. a Delaware limited partnership having an office at 6200 Sprint Parkway, Overland Park, Kansas 66251 and its competitive local exchange carrier affiliates in the Verizon state jurisdictions set forth in Exhibit 1 ("Sprint"); Covad Communications Company, a California corporation and its affiliates ("Covad"); and Verizon Services Corporation, a Delaware corporation with principal place of business at 1095 Avenue of the Americas, New York, New York, on behalf of itself and its incumbent local exchange carrier affiliates listed in Exhibit 2 (collectively "Verizon"). All of the above parties to this Agreement will hereafter be referred to collectively as the "Parties."

This Agreement is made as a compromise between the Parties for the complete and final settlement of their claims, differences, and any causes of action with respect to Verizon's collocation provisioning intervals, as described below. Nothing in this Agreement, however, limits Covad's right to pursue any billing claims or other claims, including but not limited to claims against Verizon relating to collocation or provisioning delays or any other issue, that have been asserted in conjunction with the antitrust litigation, Civil Action No. 99-1046 (GK) in the District Court for the District of Columbia (hereinafter "the Antitrust Case").

I. TERMS AND CONDITIONS

A. Filing of Tariff and Interconnection Agreement Amendments; Effective Date of Intervals

A.1 On October 26, 2003, sixty (60) days after execution of this Agreement, Verizon will file a state-specific tariff in each of the following Verizon jurisdictions reflecting the terms and conditions governing provisioning intervals set forth in Exhibit 3: New York, Massachusetts, New Hampshire, Maine, Vermont, New Jersey, Pennsylvania, Virginia, Maryland, District of Columbia, West Virginia, California, Florida, Washington, Illinois, Arizona, Hawaii, Indiana, Michigan, Ohio, Nevada, Rhode Island, South Carolina, Texas, and Wisconsin. Verizon will also file a state-specific schedule in Delaware reflecting the terms and conditions governing provisioning intervals set forth in Exhibit 3. If the New York Public Service Commission ("NYPSC") approves the tariff reflecting the terms and conditions governing provisioning intervals set forth in Exhibit 3, Verizon will file that tariff with the Connecticut Department of Public Utility Control within ten (10) days of the NYPSC's approval. In Oregon and Idaho, in lieu of filing tariffs, Verizon will negotiate interconnection agreement amendments with AT&T, Covad, and Sprint reflecting the same terms and conditions set forth in Exhibit 3.

A.2. The terms and conditions in Exhibit 3 will go into effect on the date that Verizon files the proposed tariffs, schedule and interconnection agreements set forth in Section A.1 with the appropriate state commissions. Thus, the terms and conditions in Exhibit 3 will apply to each collocation application submitted to

Verizon on or after October 26, 2003, sixty (60) days after execution of this Agreement.

A.3. The Parties agree that the collocation provisioning intervals set forth in Exhibit 3, and not any shorter intervals, will apply only to Verizon, and not other incumbent local exchange carriers in the states listed in Section A.1, for purposes of determining performance penalties set forth, where applicable, in the appropriate state commission's performance plan.

A.4 In each of the states in which the terms and conditions in Exhibit 3 to this Agreement go into effect as set forth in Section A.2, Verizon agrees to use the corresponding state intervals set forth in Exhibit 3, including applicable augment intervals, to process collocation applications for those activities that pertain to Tariff FCC Nos. 1, 11, 14 and 16. Verizon also agrees that if the Federal Communications Commission ("FCC") denies Verizon's petition in WC Docket No. 02-237 to withdraw Verizon's Tariff FCC Nos. 1 and 11 for physical collocation, Verizon will continue to use the corresponding state intervals set forth in Exhibit 3, including applicable augment intervals, to process collocation applications for those activities that pertain to Tariff FCC Nos. 1 and 11 in each of the states in which the terms and conditions in Exhibit 3 to this Agreement have gone into effect.

B. Effect of Other Rulings on Agreement

B.1. The Parties recognize that various state commissions have in the past issued rulings regarding collocation provisioning intervals that may conflict with the terms and conditions set forth in Exhibit 3. Subject to Section B.3,

below, the Parties agree to substitute these agreed-upon intervals for any existing state approved intervals applicable to Verizon as of 60 days from the date of the execution of this Agreement.

B.2. No Party may petition the applicable state commissions or the FCC to modify the terms and conditions set forth in Exhibit 3 for a period of three (3) years from the execution of this Agreement. After that date, a Party may petition the applicable state commission or the FCC for a change in the collocation provisioning intervals.

B.3. If a commission, agency or court modifies or grants a legal challenge to the tariffs, schedule, or interconnection agreement amendments, as described in Section A, and issues a final order which modifies any material term(s) of the Agreement, then any Party may withdraw, in whole or in part, from this Agreement, upon written notice filed within twenty (20) days of service of the applicable commission, agency or court order; provided, however, that the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to obtain approval. If the Parties are unable to reach agreement on new terms, the Agreement is null and void. The Parties shall have all legal rights that they may have waived by entering into this Agreement.

B.4. If, after the tariffs, schedule, and interconnection agreement amendments contemplated by this Agreement are approved, there is a change in law that materially affects any provision of this Agreement, the tariffs, schedule,

or interconnection amendments, described in Section A, the rights or obligations of a Party hereunder, or the ability of a Party to perform, the affected party shall provide written notice to all the Parties. The Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to applicable law. In the event the parties cannot agree to new terms, any Party may petition the applicable state commission(s) for resolution of the affected provision(s); provided that this Agreement shall remain in effect until such time as the issues are resolved through mutual agreement or a commission order.

B.5. In the event of extraordinary or unforeseeable technological changes that make it unreasonable for the Parties to comply with obligations imposed by this Agreement or that necessitate a modification to this Agreement, any of the parties, individually or jointly, may seek from the applicable commission a modification of the obligations or the Agreement, including the terms and conditions set forth in the applicable tariffs, schedule, and interconnection agreement amendments described in Section A.

C. Scope of Agreement; Support for Agreement

C.1. The obligations under this Agreement shall apply for three (3) years from the date of its execution, subject to Section B above. The Parties may enforce this Agreement in any appropriate forum.

C.2. The Parties agree to jointly promote and affirmatively support the terms and conditions set forth in Exhibit 3 in all Verizon jurisdictions. If requested

by Verizon, all of the other Parties, except Sprint, must jointly or individually file appropriate pleadings in the appropriate forum supporting the tariff or schedule filings described in Section A.1, and to take other actions including participating in hearings, as appropriate, to support the tariff or schedule filing, even if other carriers object to the tariff or schedule filings. Sprint will not oppose the filings specified in Section A.1. To the extent that any state or district commission seeks comment on the tariff or schedule filings by Verizon described in Section A.1, all of the other Parties agree not to file comments on issues that are unrelated to the issues addressed in the tariff or schedule filings described in Section A.1.

C.3. This Agreement resolves, with prejudice, all of the issues specifically addressed herein. This Agreement precludes the Parties from asserting contrary positions during the term of this Agreement with respect to any Verizon collocation provisioning issue addressed in this Agreement during subsequent litigation before the applicable state commission or FCC between Verizon and a party, or parties, including individual arbitration proceedings instituted under Section 252(a)(1), and proceedings under Section 271 of the Telecommunications Act of 1996.

C.4. It is expressly understood and agreed that this Agreement constitutes a negotiated resolution of various collocation provisioning interval disputes and issues between/among the Parties, with the bargained-for concessions only supporting and being consideration for the conditions contained herein. The Parties agree not to use documents produced during the course of

negotiations, including position papers, memoranda, e-mails or other communications otherwise made by and between the parties, their subject matter experts, business representatives or other consultants and agree that such data shall remain confidential and not available for the purposes of litigation or otherwise presented publicly or under seal or other proprietary protection in any forum.

C.5 The Parties acknowledge and agree that this Agreement does not constitute an amendment to the interconnection agreements that the Parties entered into pursuant to or in connection with Sections 251 and 252 of the Communications Act of 1934, 47 U.S.C. § 151, *et seq.*, as amended (the "Communications Act"), 47 U.S.C. §§ 251 & 252, and that this Agreement is not subject to any approval under Section 252 of the Communications Act by the FCC or any state or district commission and is not subject to Section 252(i) of the Communications Act, 47 U.S.C. § 252(i), or any regulations promulgated under the Communications Act by the FCC or any state or district commission.

C.6 Covad agrees that, upon execution of this Agreement, it will withdraw its Complaint in Pennsylvania Public Utility Commission Docket No. R-00038348. Covad further agrees that, for three (3) years from the date of the execution of this Agreement, in any state in which Verizon's collocation tariff contains the terms and conditions set forth in Exhibit 3 to this Agreement, Covad will agree in interconnection agreement negotiations and arbitrations with Verizon, including in the pending arbitrations before the Pennsylvania Public Utility Commission and the Florida Public Service Commission, that the parties'

interconnection agreements should incorporate by reference the provisions of such tariff.

D. Other Provisions

D.1. This Agreement constitutes the entire agreement among the Parties on the matters raised herein, and the Parties agree that it supersedes and controls any and all prior communications, correspondence, memorialization of agreement, or prior agreement between the Parties or their representatives relative to the matters contained herein.

D.2. Except as explicitly set forth in this Agreement, there are no representations, warranties, or inducements, whether oral, written, expressed, or implied, that in any way affect or condition the validity of this Agreement or alter its terms.

D.3. This Agreement is a compromise and settlement of disputed issues and claims and is a product of arms-length negotiations and the drafting of all Parties. Ambiguities in this Agreement are not to be construed by operation of law against any Party. This Agreement has no precedential value other than as to the matters within its scope and then only as among the Parties.

D.4. This Agreement may be modified only by a written document signed by all of the undersigned Parties.

D.5. No waiver of this Agreement or of any of the promises, obligations, terms, or conditions hereof shall be valid unless it is written and signed by the Party against whom the waiver is to be enforced.

D.6. This Agreement shall be binding upon and shall inure to the benefit of the Parties thereto, their successors, parents, subsidiaries, affiliates, assigns, agents, directors, officers, employees, and shareholders.

D.7. Each Party hereby represents and warrants to each of the Parties that: (a) it has full legal right, power and authority to enter into and perform this Agreement; and (b) the execution and delivery of this Agreement by it and the consummation by it of the transactions contemplated hereby have been duly authorized by it.

D.8. Each Party hereby represents and warrants to each other Party that the execution, delivery and performance of this Agreement and the consummation by it of the transactions contemplated hereby will not result in a violation of its certificate of incorporation, partnership agreement or by-laws, or any law, rule, regulation, order, judgment or decree applicable to it or by which any of its properties or assets is bound or affected; or require the consent, authorization or order of, or filing or registration with, any governmental authority or any other person for the execution, delivery and performance by it of this Agreement.

D.9. Each Party warrants that it is represented by competent counsel with respect to this Agreement and all matters covered by it; that it has been fully advised by said counsel with respect to its rights and obligations with respect to the execution of this Agreement; and that it authorizes and directs its attorneys to execute such papers and to take such other action as is necessary and appropriate to effectuate the terms of this Agreement.

D.10. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall constitute one and the same instrument and shall be effective on the latest date signed.

D.11. All notices, requests or other communications in connection with or relating to this Agreement must be in writing and sent by (a) certified mail, with return receipt requested, (b) Federal Express or other overnight service or (c) by facsimile and regular mail. A notice shall be deemed to have been delivered on the date that it was sent. Verizon will send all notices under this Agreement to:

Covad

Susan Jin Davis
Vice President
Covad Communications Company
600 14th Street, NW, Suite 750
Washington, DC 20005

with a copy to:

Anthony Hansel
Senior Counsel
Covad Communications Company
600 14th Street, NW, Suite 750
Washington, DC 20005

AT&T

Ellen McGraw
AT&T
District Manager - Local Supplier Management
3033 Chain Bridge Road
Oakton, VA 22185

Sprint

W. Richard Morris
Vice President, External Affairs

Sprint Communications Company L.P.
6450 Sprint Parkway
Disney A
Overland Park, Kansas 66251-6100
Mailstop: KSOPHN 0214-2A721

AT&T, Sprint, and Covad will send all notices under this Agreement to:

Jack H. White
Vice President and Associate General Counsel
Verizon
1515 N. Court House Road
Suite 500
Arlington, VA 22201

with a copy to:

Catherine Kane Ronis
Wilmer, Cutler & Pickering
2445 M Street, N.W.
Washington, DC 20037

A Party may, by written notice, designate a different address for notices, requests or other communications or different or additional persons to be notified or to receive requests or other communications.

D.12 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of New York, without reference to its choice of law principles.

SO AGREED:

Jack H White

8/27/2003

For: Verizon

For: AT&T Corporation and its affiliates

For: Sprint Communications Company L.P. and
its CLEC affiliates

For: Covad Communications and its Affiliates

SO AGREED:

For: Verizon



8/18/03

For: AT&T Corporation and its affiliates

For: Sprint Communications Company L.P. and
its CLEC affiliates

For: Covad Communications and its Affiliates

SO AGREED:

For: Verizon

For: AT&T Corporation and its affiliates

W. Rich Morris

8-14-03

Rich Morris Vice President – External Affairs

For: Sprint Communications Company L.P. and
its CLEC affiliates

For: Covad Communications and its Affiliates

SO AGREED:

For: Verizon

For: AT&T Corporation and its affiliates

For: Sprint Communications Company L.P. and
its CLEC affiliates



For: Covad Communications and its Affiliates

8/20/03

Exhibit 1

**List of Sprint Communications Company L.P.'s
Competitive Local Exchange Carrier Affiliates
In Verizon's State Jurisdictions**

Sprint Communications Company L.P., a subsidiary of UCOM, Inc. and US Telecom, Inc. through a joint partnership, is authorized to operate as a competitive local exchange carrier in the following Verizon state jurisdictions covered by this Agreement:

Arizona
California
Connecticut
Delaware
District of Columbia
Florida
Hawaii
Idaho
Illinois
Indiana
Maine
Maryland
Massachusetts
Michigan
Nevada
New Jersey
New York
Ohio
Oregon
Pennsylvania
Rhode Island
South Carolina
Texas
Vermont
Washington
West Virginia
Wisconsin

Sprint Communications Company L.P. has the following subsidiaries authorized to operate in two of Verizon's state jurisdictions covered by this Agreement:

Sprint Communications Company of New Hampshire, Inc.

Sprint Communications Company of Virginia, Inc.

Exhibit 2

THE VERIZON TELEPHONE COMPANIES

The Verizon telephone companies are the local exchange carriers affiliated with Verizon Communications Inc. These are:

Contel of the South, Inc. d/b/a Verizon Mid-States
GTE Midwest Incorporated d/b/a Verizon Midwest
GTE Southwest Incorporated d/b/a Verizon Southwest
The Micronesian Telecommunications Corporation
Verizon California Inc.
Verizon Delaware Inc.
Verizon Florida Inc.
Verizon Hawaii Inc.
Verizon Maryland Inc.
Verizon New England Inc.
Verizon New Jersey Inc.
Verizon New York Inc.
Verizon North Inc.
Verizon Northwest Inc.
Verizon Pennsylvania Inc.
Verizon South Inc.
Verizon Virginia Inc.
Verizon Washington, DC Inc.
Verizon West Coast Inc.
Verizon West Virginia Inc.

Exhibit 3

Collocation Provisioning Intervals

I. Forecasting and Use of Data

A. The Telephone Company will request from the CLECs forecasts on a semi-annual basis, with each forecast covering a two year period. The CLECs will be required to update the near-term (six month) forecasted application dates. Information requested will include central office, month applications are expected to be sent, requested in-service month, preference for virtual or physical, and square footage required (physical), high-level list of equipment to be installed (virtual), and anticipated splitters arrangements where the CLEC is eligible for line sharing/line splitting. For augments, the CLEC may elect to substitute alternative CLLI codes within a LATA for the forecasted demand.

B. If the Telephone Company has a written guarantee of reimbursement, it will examine forecasts for offices in which it is necessary to condition space, and discuss these forecasts with CLECs to determine the required space to be conditioned. If the Telephone Company commits to condition space based on forecasts, CLECs assigned space will give the Telephone Company a non-refundable deposit equal to the application fee. The Telephone Company will perform initial reviews of requested central offices forecasted for the next six months to identify potential problem sites. The Telephone Company will consider forecasts in staffing decisions. The Telephone Company will enter into planning discussions with forecasting CLECs to validate forecasts, discuss flexibility in potential trouble areas, and assist in application preparation.

C. Unforecasted demand (including augments) will be given a lesser priority than forecasted demand. The Telephone Company will make every attempt to meet standard intervals for unforecasted requests. However, if unanticipated requests push demand beyond the Telephone Company's capacity limits, the Telephone Company will negotiate longer intervals as required (and within reason).

D. Interval adjustments will be discussed with the CLEC at the time the application is received. In general, if forecasts are received less than two months prior to the application date, the interval start day may be postponed as follows:

- No forecast: Interval Start Date commences 2 months after application receipt date.
- Forecast received 1 month or less prior to application receipt date: Interval Start Date commences 2 months after application receipt date.
- Forecast received greater than 1 month and less than 2 months prior to application receipt date: Interval Start Date commences 1 month after application receipt date.
- Forecast received 2 months or more prior to application receipt date: Interval start date commences on the application receipt date.

II. Collocation Capacity

A. The Telephone Company's estimate of its present capacity (i.e., no more than an increase of 15% over the average number of applications received for the preceding three months in a particular geographic area) is based on current staffing and current vendor arrangements. If the forecasts indicate spikes in demand, the Telephone Company will attempt to smooth the demand via negotiations with the forecasting CLECs. If the Telephone Company and the CLEC fail to agree to smooth demand, the Telephone Company will determine if additional expenditures would be required to satisfy the spikes in

demand and will work with the PSC staff to determine whether such additional expenditure is warranted and to evaluate cost recovery options.

B. If the Telephone Company augments its workforce based on CLEC forecasts, the CLECs refusing to smooth demand as described in Section II.A above will be held accountable for the accuracy of their forecasts.

III. Vendor Delays

No party shall be excused from their obligations due to the acts or omissions of a party's subcontractors, material, person, suppliers or other third persons providing such products or services to such party unless such acts or omissions are the product of a force majeure event, or unless such delay or failure and the consequences thereof are beyond the reasonable control and without the fault or negligence of the party claiming excusable delay or failure to perform.

IV. Vendor Capacity

The Telephone Company will continuously seek to improve vendor performance for all central office work, including collocation. Since the vendors require notice in order to meet increases in demand, the Telephone Company will share CLEC actual and forecasted demand with appropriate vendors, as required, subject to the appropriate confidentiality safeguards.

V. Space Availability

A. Subject to forecasting requirements, the Telephone Company will inform the CLEC whether space is available to accommodate the CLEC's request within eight business days after receipt of an application. The Telephone Company's response will be one of the following:

- (A) There is space and the Telephone Company will proceed with the arrangement.
- (B) There is no space. The Telephone Company will proceed in accordance with tariff provisions pertaining to verification of space limitations.
- (C) There is no readily available space, however, the Telephone Company will determine whether space can be made available and will notify the CLEC within 20 business days. At the end of this period, the Telephone Company will proceed as described in (A) or (B) above.

B. If space is available, the Telephone Company will provide to the CLEC a collocation schedule describing the Telephone Company's ability to meet the physical collocation request within eight business days. The CLEC shall have nine business days from receipt of a Telephone Company provided collocation schedule to pay 50% of the NRCs associated with the ordered collocation services.

C. If the application is deficient, the Telephone Company will specify in writing, within eight business days, the information that must be provided by the CLEC in order to complete the application. A CLEC that resubmits a revised application curing any deficiencies in its original application within 10 calendar days after being informed of them shall retain its position within the collocation application queue.

VI. Raw Space Conversion

The Telephone Company will inform the PSC as soon as it knows it will require raw space conversion to fulfill a request based on application or forecast. Raw space conversion timeframes are negotiated on

an individual case basis based on negotiations with the site preparation vendor(s). The Telephone Company will use its best efforts to minimize the additional time required to condition collocation space, and will inform the CLECs of the time estimates as soon as possible.

VII. Joint Planning and Implementation Intervals for Physical Collocation

A. The Telephone Company and the CLECs shall work cooperatively in meeting the standard implementation milestones and deliverables as determined during the joint planning process. The physical collocation arrangement implementation interval is 76 business days for all standard arrangement requests which were properly forecast six months prior to the application date, subject to tariff provisions for forecasting and capacity. Major construction obstacles or special applicant requirements may extend the interval by 15 business days resulting in a 91 business day interval. The interval for collocation augments which were properly forecast six months prior to the application date, subject to tariff provisions for forecasting and capacity, is 45 business days where the necessary infrastructure is installed and available for use. Such augments are limited to the following:

- (1) 800 2 wire voice grade terminations, or
- (2) 400 4 wire voice grade terminations, or
- (3) 600 line sharing/line splitting facilities, where line sharing/splitting already exists within the central office and where the CLEC is eligible for line sharing/line splitting, or
- (4) 28 DS1 terminations, or
- (5) 24 DS3 terminations, or
- (6) 12 fiber terminations, or
- (7) Conversion of 2 wire voice grade to 4 wire (minimum 100 – maximum 800), or
- (8) 2 feeds (1A and 1B) DC power fused at 60 amps or less, or
- (9) DC Power as defined in 8 preceding, plus any one (1) additional item as defined in 1 through 7 preceding; or 2 of the following: a) 28 DS1 terminations b) 3 DS3 terminations or c) 12 fiber terminations. The CLEC must have 100% of all cables terminated to the existing cross connects for the one additional item selected and the in-service capacity of that selection must be at 85% utilization or above; unless the CLEC can demonstrate to the Telephone Company that: a.) the previous two months trend in growth would exceed 100% of the available capacity by the end of the 45 business day augment interval or b.) the CLEC can demonstrate other good cause or causes to the Telephone Company that the CLECs cross connect capacity may be exceeded by the end of the 45 business day augment interval.

B. For 2 wire to 4 wire voice grade conversions, all pairs must be spare and in consecutive 100 pair counts.

C. The following standard implementation milestones will apply, in business days, unless the Telephone Company and the CLECs jointly decide otherwise:

Day 1—CLEC submits completed application and associated fee.

Day 8—The Telephone Company notifies CLEC that request can be accommodated and advises of due date.

Day 17—CLEC notifies the Telephone Company of its intent to proceed and submits 50% payment.

Day 30—Material ships and is received at vendor warehouse; CLEC provided splitters delivered to vendor warehouse (Line Sharing Option C only, and applicable only where the CLEC is eligible for line sharing/line splitting.)

Day 45—Augment (as defined herein) completes.

Day 76—The Telephone Company and CLEC attend collocation acceptance meeting and the Telephone Company turns over the collocation arrangement to the CLEC. Day 76 also applies to completion of other augments not defined herein.

D. The 45 business day interval is subject to the following requirements:

- (1) Infrastructure to support the requested augment must be in place (e.g., cable racking from common area to distributing frames, relay racks for splitter shelves (Option C), frame capacity for termination blocks, cable holes, fuse positions at existing BDFBs, etc.).
- (2) The CLEC must install sufficient equipment to support requested terminations/facilities.
- (3) In large central offices with complex cable runs (i.e., multiple floors), the Telephone Company may request to negotiate extensions to the 45 business day interval.

E. A preliminary schedule will be developed outlining major milestones. The CLEC and the Telephone Company control various interim milestones they must meet to meet the overall intervals. The interval clock will stop, and the final due date will be adjusted accordingly, for each milestone the CLEC misses (day for day). When the Telephone Company becomes aware of the possibility of vendor delays, it will first contact the CLEC(s) involved to attempt to negotiate a new interval. If the Telephone Company and the CLEC cannot agree, the dispute will be submitted to the (applicable individual at the respective state commission) for prompt resolution (**NOTE: Modify for state specific title**). The Telephone Company and the CLEC shall conduct additional joint planning meetings, as reasonably required, to ensure all known issues are discussed and to address any that may impact the implementation process. In the case of extended intervals resulting from within the Telephone Company's control or resulting from vendor delays, and provided the necessary security is in place, the Telephone Company will permit the CLEC access to the collocation arrangement to install equipment while the delayed work is completed, so long as it is safe to do so and the CLEC work does not impair or interfere with the Telephone Company in completing the Telephone Company's work. Prior to the CLEC beginning the installation of its equipment, the CLEC must sign a conditional acceptance of the collocation arrangement. If the CLEC elects to accept the space prior to the scheduled completion, occupancy fees shall commence upon signing a conditional acceptance of the space by the CLEC.

F. Intervals for non-standard arrangements, including Adjacent Collocation, shall be mutually agreed upon by the CLEC and the Telephone Company.

VIII. Virtual Collocation

A. The implementation interval is 76 business days for all standard arrangement requests which were properly forecast six months prior to the application dates subject to the tariff provisions governing forecasting and capacity. The CLEC shall deliver the virtual collocation equipment to the Telephone Company premises by business day 40. The Telephone Company and the CLEC shall work cooperatively to schedule each site on a priority based order.

B. Intervals for non-standard arrangements shall be mutually agreed upon by the Telephone Company and the CLEC.

Attachment B

19. COLLOCATION SERVICE

19.3 Ordering Conditions

19.3.1 Application

(A) Point of Contact

The CLEC must request collocation arrangements through the Company's point of contact. Completed applications for collocation must be sent directly to the Company's Collocation Project Manager at the following address:

Collocation Project Manager
Verizon
125 High Street, Room 1134
Boston, MA 02110
Fax: (617) 342-8515
Email at: collocation.applications@verizon.com

Additional information and requirements regarding collocation may be obtained from the Company's public website at www.verizon.com.

(B) Application Form/Fee

CLECs requesting collocation at a premises will be required to complete the application form and submit the non-refundable engineering fee set forth in Section 19.16 for each premises at which collocation is requested. The application form will require the CLEC to provide all engineering, floor space, power, environmental and other requirements necessary for the function of the service. The CLEC will also provide the Company with specifications for any non-standard or special requirements at the time of application. The Company reserves the right to assess the CLEC any additional charges not included in Section 19.16 on an Individual Case Basis (ICB) associated with complying with the application request.

(C) Notification of Acceptance/Rejection Reserved For Future Use

The Company will notify the CLEC in writing within fifteen (15) calendar days following receipt of the completed application if the CLEC's requirements cannot be accommodated as specified. Should the CLEC submit ten (10) or more applications within a ten (10) day period, the response interval will be increased as follows: Interval for Applications 10-19: Within 25 calendar days from receipt of the first application; Interval for Applications 20-29: Within 35 calendar days from receipt of the first application; Interval for 30+ applications: 10 additional calendar days (after 35 calendar days from receipt of the first application) for each 10 additional applications.

19. COLLOCATION SERVICE

19.3 Ordering Conditions (Continued)

19.3.2 Space Availability

Subject to forecasting requirements, ~~The the Company will notify inform the CLEC within fifteen (15) calendar days following receipt of the completed application form and non-refundable engineering fee, if space is available at the selected premises whether space is available to accommodate the CLEC's request within eight (8) business days after receipt of an application. If no space is available, the Company will notify the CLEC in writing. If only partial collocation space is available to accommodate the CLEC request, the Company will specify the amount of available collocation space to the CLEC in writing. Space availability and reservation shall be determined in accordance with Section 19.5 following. The Company's response will be one of the following:~~

- ~~(A) There is space and the Company will proceed with the arrangement.~~
- ~~(B) There is no space. The Company will proceed in accordance with tariff provisions pertaining to verification of space limitations.~~
- ~~(C) There is no readily available space, however, the Company will determine whether space can be made available and will notify the CLEC within 20 business days. At the end of this period, the Company will proceed as described in (A) or (B) above.~~

19.3.3 Price Quote Collocation Schedule

~~The Company shall provide the CLEC with a detailed price quote for collocation services required to accommodate the CLEC's request within fifteen (15) calendar days of the application date, provided that the application form is complete and accurate and no Individual Case Basis (ICB) rates are required in the quote. If the Company determines that the application form is incomplete or defective, the Company will inform the CLEC as soon as possible and will identify which sections of the application form are incomplete or defective. The quote will be honored for ninety (90) calendar days from the date of issuance. However, the Company reserves the right to change the price quote at any time prior to acceptance by the CLEC. If the quote is not accepted by the CLEC within such ninety (90) day period, the CLEC will be required to submit a new application form and engineering fee and a new quote will be provided based on the new application form.~~

~~If space is available, the Company will provide to the CLEC a collocation schedule describing the Company's ability to meet the collocation request within eight (8) business days. The CLEC shall have nine (9) business days from receipt of a Company provided collocation schedule to pay 50% of the applicable non-recurring charges associated with the ordered collocation services.~~

~~If the application is deficient, the Company will specify in writing, within eight (8) business days, the information that must be provided by the CLEC in order to complete the application. A CLEC that resubmits a revised application curing any deficiencies in its original application within ten (10) calendar days after being informed of them shall retain its position within the collocation application queue.~~

19.3.4 (Reserved For Future Use)

19.3.5 Augmentation

All requests for an addition, partial reduction or change to an existing collocation arrangement that has been inspected and turned over to the CLEC is considered an augmentation. An augmentation request will require the submission of a complete application form and a non-refundable Engineering or Minor Augment fee. A Minor Augment fee may not be required under certain the circumstances outlined below. The definition of a major or minor augment is as follows:

- A) Major Augments are those requests that require additional AC or DC power, HVAC system upgrade(s), transmission or power cables, or floor space. A complete application and Engineering Fee will be required when submitting a request that requires a major augment.

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19. COLLOCATION SERVICE

19.3 Ordering Conditions (Continued)19.3.5 Augmentation (Continued)

- (B) Minor Augments of collocation arrangements will require the submission of a complete application form and the Augment Fee. Minor augments are those requests that do not require more AC or DC power, HVAC system upgrades, transmission or power cables, or additional floor space. The requirements for a minor augment request can not exceed the capacity of the existing electrical/power or HVAC system. Requests for additional DSO, DS1, and DS3 cross connects for access to unbundled network elements are included as minor augments providing no additional transmission cables are required. (C)

Minor augments that require an augment fee are those requests that require the Company to perform a service or function on behalf of the CLEC including but not limited to: installations of Virtual equipment cards or software upgrades, removal of Virtual equipment, requests to pull cable from exterior microwave facilities and requests to terminate DSO, DS1, and DS3 cables. (C)

Minor augments that do not require a fee are those augments performed solely by the CLEC, that do not require the Company to provide a service or function on behalf of the CLEC, including but not limited to, requests to install additional equipment in the CLEC's cage which do not exceed the power and HVAC engineering specifications for the existing arrangement. Prior to the installation of the additional equipment the CLEC agrees to provide the Company with an application form with an updated equipment listing that includes the equipment to be installed in the CLEC's collocation arrangement. Once the updated equipment list is submitted to the Company, the CLEC may proceed with the augment. The CLEC agrees that changes in equipment provided by the CLEC under this provision will not exceed the engineering specifications for power and HVAC as requested on the original application. All augments will be subject to Company inspection, in accordance with the terms of this Tariff for the purpose of ensuring compliance with Company safety standards.

The Company will notify the CLEC in writing within fifteen (15) calendar days following receipt of the completed augment application if the CLEC's requirements cannot be accommodated as specified. Should the CLEC submit ten (10) or more augment applications within a ten (10) day period, the response interval will be increased as follows: Interval for Applications 10-19: Within 25 calendar days from receipt of the first application; Interval for Applications 20-29: Within 35 calendar days from receipt of the first application; Interval for 30+ applications: 10 additional calendar days (after 35 calendar days from receipt of the first application) for each 10 additional applications. (D)

The Company shall provide the CLEC with a detailed price quote for collocation services required to accommodate the CLEC's augment request within fifteen (15) calendar days of the application date, provided that the augment application form is complete and accurate and no Individual Case Basis (ICB) rates are required in the quote. If the Company determines that the augment application form is incomplete or defective, the Company will inform the CLEC as soon as possible and will identify which sections of the augment application form are incomplete or defective. The augment quote will be honored for ninety (90) calendar days from the date of issuance. However, the Company reserves the right to change the augment price quote at any time prior to acceptance by the CLEC. If the augment quote is not accepted by the CLEC within such ninety (90) day period, the CLEC will be required to submit a new augment application form and engineering fee and a new quote will be provided based on the new augment application form. (D)

19.3.6 Expansion

The Company will not be required to construct additional space to provide for caged, cageless and/or adjacent collocation when available space has been exhausted. Where the CLEC seeks to expand its existing collocation space, the Company shall make contiguous space available to it to the extent possible; provided, however, the Company does not guarantee contiguous space to the CLEC to expand its existing collocation space. CLEC requests for expansion of existing space within a specific premises will require the submission of an application form and the appropriate major augment fee.

19. COLLOCATION SERVICE

19.3.7 Relocation

CLEC requests for relocation of the termination equipment from one location to a different location within the same premises will be handled on an ICB basis. The CLEC will be responsible for all costs associated with the relocation of its equipment.

19.3.8 Conversions

Requests for converting Virtual Collocation arrangements to Caged or Cageless arrangements shall be submitted and designated as an Augment Application described in Section 19.3.5. Requests for converting a Virtual arrangement to a Cageless arrangement which requires no physical changes to the arrangement will be assessed a Minor Augment fee. All other conversion requests for Virtual to Caged or Cageless will be assessed an Engineering/Major Augment Fee and other applicable charges. The Company will notify the CLEC within ~~fifteen (15) calendar~~ eight (8) business days following receipt of the completed Augment Application if the CLEC conversion request is accepted or denied. When converting a Virtual arrangement to a Caged or Cageless arrangement, the CLEC's equipment may need to be relocated. The CLEC will be responsible for all costs associated with the relocation of its equipment as described in Section 19.3.7.

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Certain material appearing on this page formerly appeared on Original Page 4.
(D)*—Removed duplicate section 19.3.7.

(N)

(N)

JOHN A. FERRELLAN F. CIAMPORCERO, PRESIDENT
TAMPA, FLORIDA

EFFECTIVE: July 8, 2000
ISSUED: June 23, 2000

19. COLLOCATION SERVICE

19.4 Installation and Operation

19.4.1 Planning and Coordination Joint Planning and Implementation Intervals for Physical Collocation

Upon receipt of the ASR and fifty percent (50%) of the applicable nonrecurring Charges (NRCs) set forth in Section 19.16, associated with the ordered collocation services, the Company will:

- (A) ~~Schedule a meeting with the CLEC to determine engineering and network requirements.~~
- (B) ~~Initiate the necessary modifications to the premises to accommodate the CLEC's request.~~
- (C) ~~Work cooperatively with the CLEC to ensure that services are installed in accordance with the service requested.~~

~~The CLEC is responsible for coordinating with the Company to ensure that services are installed in accordance with the ASR. The CLEC shall meet with the Company, if requested by the Company, to review design and work plans for installation of CLEC designated equipment within the Company's premises. The CLEC is responsible to have all of its cables and other equipment ready for installation on the date scheduled. If the CLEC fails to notify the Company of a delay in the installation date, it will be subject to the appropriate labor charge(s) set forth in Section 19.16. The Company will permit the CLEC to schedule one escorted visit to the CLEC's collocation space during construction. The labor rates in Section 19.16 will be applied for the escorted visit.~~

The Company and the CLECs shall work cooperatively in meeting the standard implementation milestones and deliverables as determined during the joint planning process. The physical (Caged and Cageless) collocation arrangement implementation interval is 76 business days for all standard arrangement requests which were properly forecast six months prior to the application date, subject to tariff provisions for forecasting and capacity. Major construction obstacles or special applicant requirements may extend the interval by 15 business days resulting in a 91 business day interval. The interval for collocation augments which were properly forecast six months prior to the application date, subject to tariff provisions for forecasting and capacity, is 45 business days where the necessary infrastructure is installed and available for use. Such augments are limited to the following:

- (1) 800 2 wire voice grade terminations, or
- (2) 400 4 wire voice grade terminations, or
- (3) 600 line sharing/line splitting facilities, where line sharing/splitting already exists within the central office and where the CLEC is eligible for line sharing/line splitting, or
 - (4) 28 DS1 terminations, or
 - (5) 24 DS3 terminations, or
- (6) 12 fiber terminations, or
- (7) Conversion of 2 wire voice grade to 4 wire (minimum 100 – maximum 800), or
- (8) 2 feeds (1A and 1B) DC power fused at 60 amps or less, or
- (9) DC Power as defined in (8) preceding, plus any one (1) additional item as defined in (1) through (7) preceding; or 2 of the following: a) 28 DS1 terminations; b) 3 DS3 terminations; or c) 12 fiber terminations. The CLEC must have 100% of all cables terminated to the existing cross connects for the one additional item selected and the in service capacity of that selection must be at 85% utilization or above; unless the CLEC can demonstrate to the Company that: a) the previous two months trend in growth would exceed 100% of the available capacity by the end of the 45 business day augment interval or b) the CLEC can demonstrate other good cause or causes to the Company that the CLEC's cross-connect capacity may be exceeded by the end of the 45 business day augment interval.

For 2 wire to 4 wire voice grade conversions, all pairs must be spare and in consecutive 100 pair counts.

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19. COLLOCATION SERVICE

19.4 Installation and Operation19.4.1 Joint Planning and Implementation Intervals for Physical Collocation (Con't)

The following standard implementation milestones, in business days, will apply unless the Company and the CLECs jointly decide otherwise:

- Day 1: CLEC submits completed application and associated fee.
- Day 8: The Telephone Company notifies CLEC that the request can be accommodated and advises of due date.
- Day 17: CLEC notifies the Telephone Company of its intent to proceed and submits 50% payment.
- Day 30: Material ships and is received at vendor warehouse; CLEC provided splitters delivered to vendor warehouse (Line Sharing Option C only, and applicable only where the CLEC is eligible for line sharing/line splitting.)
- Day 45: Augment (as defined herein) completes
- Day 76: The Company and CLEC attend collocation acceptance meeting and the Company turns over the collocation arrangement to the CLEC. Day 76 also applies to completion of other augments not described herein.

The 45 business day interval is also subject to the following requirements:

- (1) Infrastructure to support the requested augment must be in place (e.g., cable racking from common area to distributing frames, relay racks for splitter shelves (Option C), frame capacity for termination blocks, cable holes, fuse positions at existing BDFBs, etc.).
- (2) The CLEC must install sufficient equipment to support requested terminations/facilities.
- (3) In large central offices with complex cable runs (i.e., multiple floors), the Company may request to negotiate extensions to the 45 business day interval.

A preliminary schedule will be developed outlining major milestones. The CLEC and the Company control various interim milestones they must meet to meet the overall intervals. The interval clock will stop, and the final due date will be adjusted accordingly, for each milestone the CLEC misses (day for day). When the Company becomes aware of the possibility of vendor delays, it will first contact the CLEC(s) involved to attempt to negotiate a new interval. If the Company and the CLEC cannot agree, the dispute will be submitted to the Commission for prompt resolution. The Company and the CLEC shall conduct additional joint planning meetings, as reasonably required, to ensure all known issues are discussed and to address any that may impact the implementation process. The Company will permit the CLEC to schedule one escorted visit to the CLEC's collocation space during construction. The labor rate in Section 19.16 will be applied for the escorted visit. In the case of extended intervals resulting from within the Company's control or resulting from vendor delays, and provided the necessary security is in place, the Company will permit the CLEC access to the collocation arrangement to install equipment while the delayed work is completed, so long as it is safe to do so and the CLEC work does not impair or interfere with the Company in completing the Company's work. Prior to the CLEC beginning the installation of its equipment, the CLEC must sign a conditional acceptance of the collocation arrangement. If the CLEC elects to accept the space prior to the scheduled completion, occupancy fees shall commence upon signing a conditional acceptance of the space by the CLEC.

Intervals for non-standard arrangements, including adjacent collocation, shall be mutually agreed upon by the CLEC and the Company.

The Company will inform the Commission as soon as it knows it will require raw space conversion to fulfill a request based on an application or forecast. Raw space conversion timeframes are negotiated on an individual case basis based on negotiations with the site preparation vendor(s). The Company will use its best efforts to minimize the additional time required to condition collocation space, and will inform the CLECs of the time estimates as soon as possible.

19. COLLOCATION SERVICE

19.4 Installation and Operation

19.4.2 Space Preparation

(A) Cage Construction

For caged collocation, the Company will construct the cage with a standard enclosure or the CLEC may subcontract this work to a Company approved contractor.

(B) Site Selection/Power

The Company shall designate the space within its premises where the CLEC shall collocate its equipment. The Company will assign collocation space to the CLEC in a just, reasonable, and nondiscriminatory manner. The Company will allow the CLEC requesting caged or cageless collocation to submit space preferences on the Application Form prior to assigning caged and cageless collocation space to the CLEC. The Company will assign caged and cageless space in accordance with the following standards: (1) The CLEC's collocation costs cannot be materially increased by the assignment; (2) The CLEC's occupation and use of the Company's premises cannot be materially delayed by the assignment; (3) The assignment cannot impair the quality of service or impose other limitations on the service the CLEC wishes to offer; and (4) The assignment cannot reduce unreasonably the total space available for caged and cageless collocation, or preclude unreasonably, caged and cageless collocation within the Company's premises.

The Company may assign caged and cageless collocation space separate from space housing the Company's equipment, provided that each of the following conditions is met: (1) Either legitimate security concerns, or operational constraints unrelated to the Company's or any of its affiliates' or subsidiaries competitive concerns, warrant such separation; (2) Any caged and cageless collocation space assigned to an affiliate or subsidiary of the Company is separated from space housing the Company's equipment; (3) The separated space will be available in the same time frame as, or a shorter time frame than, non-separated space; (4) The cost of the separated space to the CLEC will not be materially higher than the cost of non-separated space; and (5) The separated space is comparable, from a technical and engineering standpoint, to non-separated space.

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ALAN F. CIAMPORCERO, PRESIDENT
TAMPA, FLORIDA

EFFECTIVE:
ISSUED:

19. COLLOCATION SERVICE

19.4 Installation and Operation (Continued)

19.4.2 Space Preparation (Continued)

(D) Timing Collocation Capacity

(C)

The Company shall use its best efforts to minimize the additional time required to condition collocation space, and will inform the CLEC of the time estimates as soon as possible. For new caged and cageless arrangements, the Company shall complete delivery of the floor space to the CLEC within ninety (90) calendar days of receipt of fifty percent (50%) of the NRCs, assuming that the material shipment and construction intervals for the improvements required to accommodate the request (e.g., HVAC, system/power plant upgrade/ cables) are met. If the Company is unable to accommodate the CLEC caged or cageless request within the applicable number of days and the CLEC does not agree to an extension, the Company shall submit a Motion for Extension of Time to the Commission and CLEC within 45 calendar days of receipt of fifty percent (50%) of the NRCs. The Motion shall explain, in detail, the reasons necessitating the extension.

(D)

For augment to existing Caged and Cageless arrangements, the Company shall complete delivery of the floor space to the CLEC within forty five (45) calendar days of receipt of fifty percent (50%) of the NRCs, assuming that the material shipment and construction intervals for the improvements required to accommodate the request (e.g., HVAC, system/power plant upgrade/ cables) are met. If the Company is unable to accommodate the CLEC's Caged or Cageless augment request within the applicable number of days and the CLEC does not agree to an extension, the Company shall submit a Motion for Extension of Time to the Commission and CLEC within 30 calendar days of receipt of fifty percent (50%) of the NRCs. The Motion shall explain, in detail, the reasons necessitating the extension.

Space delivery within such time frames shall also be subject to the permitting process of the local municipality. Prior to the CLEC beginning the installation of equipment in a cage, bay or cabinet, the CLEC and the Company must conduct a walk through of the designated collocation space. Upon acceptance of the arrangement by the CLEC, billing will be initiated, access cards will be issued and the CLEC may begin installation of equipment.

(D)

The Company's estimate of its present capacity (i.e., no more than an increase of 15% over the average number of applications received for the preceding three (3) months in a particular geographic area) is based on current staffing and current vendor arrangements. If the forecasts indicate spikes in demand, the Company will attempt to smooth the demand via negotiations with the forecasting CLECs. If the Company and the CLEC fail to agree to smooth demand, the Company will determine if additional expenditures would be required to satisfy the spikes in demand and will work with the Commission staff to determine whether such additional expenditure is warranted and to evaluate cost recovery options. If the Company augments its workforce based on CLEC forecasts, the CLECs refusing to smooth demand as described herein will be held accountable for the accuracy of their forecasts.

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(I)

No party shall be excused from their obligations due to the acts or omissions of a party's subcontractors, material, person, suppliers or other third persons providing such products or services to such party unless such acts or omissions are the product of a force majeure event, or unless such delay or failure and the consequences thereof are beyond the reasonable control and without the fault or negligence of the party claiming excusable delay or failure to perform.

The Company will continuously seek to improve vendor performance for all central office work, including collocation. Since the vendors require notice in order to meet increases in demand, the Company will share CLEC actual and forecasted demand with appropriate vendors, as required, subject to the appropriate confidentiality safeguards.

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19. COLLOCATION SERVICE

19.4 **Installation and Operation (Continued)**

19.4.2 **Space Preparation (Continued)**

(E) Forecasting and Use of Data

The Company will request ~~Caged and Cageless forecasts~~ from the CLEC forecast on an semi-annual basis, with each forecast covering a two-year period. The CLEC will be required to update the near-term (6-month) forecasted application dates. Information requested will include central office, month applications are expected to be sent, requested in-service month, preference for Virtual or Physical (Caged or Cageless) collocation, and square footage required (Physical), a high level list of equipment to be installed (Virtual), and anticipated splitter arrangements where the CLEC is eligible for line sharing/line splitting. For augments, the CLEC may elect to substitute alternative CLLI codes within a LATA for the forecasted demand.

If the Company has a written guarantee of reimbursement, it will examine forecasts for offices in which it is necessary to condition space, and discuss these forecasts with CLECs to determine the required space to be conditioned. If the Company commits to condition space based on forecasts, CLECs assigned space will give the Company a non-refundable deposit equal to the Engineering/Major Augment Fee. The Company will perform initial reviews of requested central offices forecasted for the next six months to identify potential problem sites. The Company will consider forecast in staffing decisions and will enter into planning discussions with forecasting CLECs to validate forecasts, discuss flexibility in potential trouble areas, and assist in application preparation.

Unforecasted demand (including augments) will be given a lesser priority than forecasted demand. The Company will make every attempt to meet standard intervals for unforecasted requests. However, if unanticipated requests push demand beyond the Company's capacity limits, the Company will negotiate longer intervals as required (and within reason). Interval adjustments will be discussed with the CLEC at the time the application is received. In general, if forecasts are received less than two (2) months prior to the application date, delivery of the floor space to the CLEC may be postponed by no more than sixty (60) calendar days the interval start day may be postponed as follows.

- No forecast: Interval start date commences two (2) months after application receipt date.
- Forecast received one (1) month or less prior to application receipt date: Interval start date commences two (2) months after application receipt date.
- Forecast received greater than one (1) month and less than two (2) months prior to application receipt date: Interval start date commences one (1) month after application receipt date.
- Forecast received two (2) months or more prior to application receipt date: Interval start date commences on the application receipt date.

19.4.3 **Equipment and Facilities**

(A) Purchase of Equipment

The CLEC will be responsible for supply, purchase, delivery, installation and maintenance of its equipment and equipment bay(s) in the collocation area. If the CLEC chooses, the Company will assist the CLEC in the purchase of equipment by establishing a contact point with Verizon Logistics, Inc. The Company is not responsible for the design, engineering, or performance of CLEC equipment and provided facilities for collocation. Upon installation of all transmission and power cables for collocation services, the CLEC relinquishes all rights, title and ownership of transmission (excluding fiber entrance facility cable) and power cables to the Company.

(M) Material moved to Page 409.

19. COLLOCATION SERVICE

19.12 Virtual Collocation

(A) Description

Under virtual collocation, the Company installs and maintains CLEC provided equipment, which is dedicated to the exclusive use of the CLEC in a collocation arrangement. A CLEC provides fiber-optic facilities through Company entrance manholes for connection to the CLEC virtually collocated transmission equipment that provides interconnection to Company facilities located in the premises.

The physical point of interface for connection to the virtual arrangement is referred to as manhole zero. From this manhole into the premises, the Company shall assume ownership of and maintain the fiber. From this manhole toward the CLEC's location, the fiber optic cable remains the CLEC's responsibility, with the CLEC performing all servicing and maintaining full ownership. If the CLEC is purchasing Company provided unbundled interoffice facilities as transport, the CLEC entrance fiber is not required. All elements/services shall be connected to the output cables of the virtual collocation arrangement using Company designated cable assignments, not channel assignments.

Virtual collocation is offered on a first come, first served basis and is provided subject to the availability of space and facilities in each premises where virtual collocation is requested.

(B) Implementation Intervals and Planning

The Company and the CLEC shall work cooperatively to jointly plan the implementation milestones. The Company and the CLEC shall work cooperatively in meeting those milestones and deliverables as determined during the joint planning process. A preliminary schedule will be developed outlining major milestones including anticipated delivery dates for the CLEC-provided transmission equipment and for training.

The Company will notify the CLEC of issues or unanticipated delays, as they become known. The Company and the CLEC shall conduct additional joint planning meetings, as reasonably required, to ensure all known issues are discussed and to address any that may impact the implementation process. Planning meetings shall include establishment of schedule, identification of tests to be performed, spare plug-in/card requirements, test equipment, and determination of the final implementation schedule.

~~Application and price quote intervals for Virtual collocation requests are described in Section 10.3. For new virtual arrangements, the Company shall complete installation of standard Virtual collocation requests within sixty (60) calendar days of receipt of the application date, assuming that the material shipment, training, and construction intervals for the improvements required to accommodate the request (e.g., HVAC, system/power plant upgrade/cables) are met. The implementation interval is seventy-six (76) business days for all standard arrangement requests which were properly forecast six months prior to the application dates subject to the tariff provisions governing forecasting and capacity. The CLEC shall deliver the virtual collocation equipment to the Company premises by business day forth (40). The Company and the CLEC shall work cooperatively to schedule each site on a priority-based order. The Company and the CLEC shall mutually agree upon intervals for non-standard arrangements. If the Company is unable to accommodate the CLEC's Virtual collocation request within the applicable number of days and the CLEC does not agree to an extension, the Company shall submit a Motion for Extension of Time to the Commission and CLEC within 45 calendar days of the application date. The Motion shall explain, in detail, the reasons necessitating the extension.~~

~~For augments to existing Virtual arrangements, the Company shall complete the augment request within sixty (60) calendar days of the application date, assuming that the material shipment, training and construction intervals for the improvements required to accommodate the request (e.g., HVAC, system/power plant upgrade/ cables) are met. If the Company is unable to accommodate the CLEC's Virtual augment request within the applicable number of days and the CLEC does not agree to an extension, the Company shall submit a Motion for Extension of Time to the Commission and CLEC within 45 calendar days of the application date. The Motion shall explain, in detail, the reasons necessitating the extension.~~

19. COLLOCATION SERVICE

19.12 Virtual Collocation (Continued)(B) Implementation Intervals and Planning (Continued)

~~The Company will request Virtual collocation forecasts from the CLEC on an annual basis, with each forecast covering a two-year period. The CLEC will be required to update the near-term (6-month) forecasted application dates. Information requested will include central office, month applications are expected to be sent, requested in-service month, and square footage required.~~

~~Unforecasted demand will be given a lesser priority than forecasted demand. The Company will make every attempt to meet standard intervals for unforecasted requests. However, if unanticipated requests push demand beyond the Company's capacity limits, the Company will negotiate longer intervals as required (and within reason). In general, if forecasts are received less than two (2) months prior to the application date, delivery of the floor space to the CLEC may be postponed by no more than sixty (60) calendar days.~~

(C) Transmission Failure

In the event of a transmission failure, the obligation to determine fault location, regardless of whether the fiber span is equipped with optical regeneration equipment, lies with the transmitting end. It is the responsibility of the receiving end to report incoming signal loss to the transmitting end.

(D) Accommodations

~~Upon receipt of a completed application and associated Virtual Engineering fee, the Company will conduct an application review, engineering review and site survey at the requested premises. The Company will notify the CLEC within ten business days of the results of this review and site survey.~~

The dedicated terminal equipment inside the Company's premises shall be provided by the CLEC and leased to the Company for the sum of one dollar after successful installation and equipment testing by the Company. The term of the operating lease will run for the duration of the virtual collocation arrangement, at which time the CLEC will remove the equipment. The CLEC will retain ownership of this equipment inside the premises. The Company will operate and maintain exclusive control over this equipment inside the premises.

Where the Company uses approved contractors for installation, maintenance or repair of Virtual collocation arrangements, the CLEC may hire the same approved contractors directly for installation, maintenance or repair of CLEC designated equipment.

Where the Company does not use contractors, CLEC designated equipment and CLEC provided facilities used in the provision of Virtual collocation will be installed, maintained and repaired by the Company. The Company will maintain and repair the CLEC designated equipment under the same timeframe and standards as its own equipment.

CLEC personnel are not allowed on the Company premises to maintain and repair on Virtual collocation equipment.

The Company shall monitor local premise and environmental alarms to support the equipment. The Company will notify the CLEC if a local office alarm detects an equipment affecting condition.

The Company will be responsible to pull the fiber into and through the cable entrance facility (i.e., vault) to the virtual collocation arrangement. All installations into the cable entrance facility are performed by Company personnel or its agents.

No virtual collocation arrangement will be placed in service by the Company until necessary training has been completed (refer to Section 19.12(K)).

Attachment C

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17105-3265

Public Meeting held October 2, 2003

Commissioners Present:

Terrance J. Fitzpatrick, Chairman
Robert K. Bloom, Vice Chairman
Glen R. Thomas
Kim Pizzingrilli
Wendell F. Holland, Abstaining

Pennsylvania Public Utility Commission

R-00038348

Covad Communications Company

R-00038348C0001

v.

Verizon Pennsylvania Inc.

O R D E R

BY THE COMMISSION:

We adopt as our action the Recommended Decision of Administrative Law Judge Marlane R. Chestnut dated September 9, 2003;

THEREFORE,

IT IS ORDERED:

1. That the Complaint filed at Docket No. R-00038348C0001 is sustained or denied consistent with the Commission's final order in this proceeding;
2. That the Joint Petition for Approval of Settlement Agreement is hereby approved without modification;
3. That the rates, terms and conditions contained in the proposed tariff attached to the Settlement Agreement as Exhibit 3 are hereby approved without modification;

4. That within ten days of the entry of the Commission's order, Verizon Pennsylvania Inc. shall file a tariff reflecting the rates, terms and conditions of the settlement to be effective on one day's notice; and

5. That upon the acceptance of the compliance filing, the record at Docket Nos. R-00038348 and R-00038348C0001 be marked closed.

BY THE COMMISSION,

James J. McNulty
Secretary

(SEAL)

ORDER ADOPTED: October 2, 2003

ORDER ENTERED: **October 7, 2003**