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June 16, 2003

VIA OVERNIGHT DELIVERY

Ms. Blanca S. Bayo, Director
Division of the Commission Clerk
and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

**Re: Docket No. 020960-TP
Petition for arbitration of open issues resulting from interconnection
negotiations with Verizon Florida Inc. by DIECA Communications, Inc.
d/b/a Covad Communications Company**

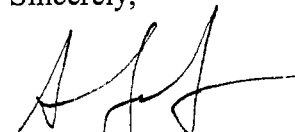
Dear Ms. Bayo:

Please find enclosed for filing an original and 15 copies of the corrected Exhibit A for the Post-Hearing Brief of Verizon Florida Inc., which was filed with the PSC on June 16, 2003. The Exhibit A that was inadvertently attached to the brief involves an unrelated case. A diskette with a copy of the corrected exhibit in Word format is included in this filing. Service has been made as indicated on the Certificate of Service.

Also enclosed is one extra copy of the exhibit. Please date-stamp and return the copy in the enclosed, self-addressed stamped envelope.

I apologize for the confusion. If you have any questions, please call me at 202-326-7959.

Sincerely,



Scott H. Angstreich

Enclosures

DOCUMENT NUMBER 020960-TP

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FPSC-COMMISSION CLERK

CERTIFICATE OF SERVICE

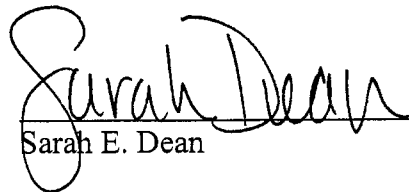
I HEREBY CERTIFY that copies of the corrected Exhibit A to the Post-Hearing Brief of Verizon Florida Inc. in Docket No. 020960-TP were sent via U.S. mail on June 16, 2003 to the following parties:

Staff Counsel
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Sarah E. Dean

Revised Proposed Language Matrix – Florida

Section	Covad Position	Verizon Position	Associated Issue(s)
AGREEMENT			
4. Applicable Law			
4.7	<p>Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law, Verizon is not required by Applicable Law to provide any Service, payment or benefit, otherwise required to be provided to Covad hereunder, then Verizon may discontinue immediately the provision of any arrangement for such Service, payment or benefit, except that existing arrangements for such Services that are already provided to Covad shall be provided for a transition period of up to forty-five (45) days, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff) or Applicable Law for termination of such Service in which event such specified period and/or conditions shall apply.</p> <p>During the pendency of any renegotiation or dispute resolution, the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Agreement, unless the Commission, the FCC, or a court of competent jurisdiction determines that modifications to this Agreement are required to bring it into compliance with the Act, in which case the Parties shall perform their obligations in accordance with such determination or ruling.</p>	<p>Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law, Verizon is not required by Applicable Law to provide any Service, payment or benefit, otherwise required to be provided to Covad hereunder, then Verizon may discontinue immediately the provision of any arrangement for such Service, payment or benefit, except that existing arrangements for such Services that are already provided to Covad shall be provided for a transition period of up to forty-five (45) days, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff) or Applicable Law for termination of such Service in which event such specified period and/or conditions shall apply.</p>	Issue 1
9. Billing			
9.1.1	<p><u>Neither Party will bill the other Party for previously unbilled charges that are for services rendered more than one year prior to the current billing date.</u></p>		Issue 2
9.3	<p>If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall give notice to the billing Party of the amounts it disputes (“Disputed Amounts”) and include in such notice the specific details and reasons for disputing each item. A Party may also dispute</p>	<p>If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall give notice to the billing Party of the amounts it disputes (“Disputed Amounts”) and include in such notice the specific details and reasons for disputing each item. A Party may also dispute</p>	Issue 4

Revised Proposed Language Matrix – Florida

Section	Covad Position	Verizon Position	Associated Issue(s)
	<p>prospectively with a single notice a class of charges that it disputes.</p> <p>Notice of a dispute may be given by a Party at any time, either before or after an amount is paid. The billing Party shall use the claim number, if any, that the billed Party specifies in the notice of the dispute when referencing the Disputed Amounts with the billed Party. <u>The billing Party shall acknowledge receiving notices of Dispute Amounts within 2 business days. In responding to notices of Disputed Amounts, the billing Party shall provide an explanation for its position within 30 days of receiving the notice.</u></p> <p>A Party's payment of an amount shall not constitute a waiver of such Party's right to subsequently dispute its obligation to pay such amount or to seek a refund of any amount paid. The billed Party shall pay by the Due Date all undisputed amounts. Billing disputes shall be subject to the terms of Section 14, Dispute Resolution. If the billing Party determines that the disputed amounts are not owed to it, it must provide to the billed Party information identifying the bill and Bill Account Number (BAN) to which an appropriate credit will be applied. Where the billing Party's billing systems permit, the billing Party will provide the claim number specified by the billed Party on the bill to which the adjustment is applied. If the billed Party's claim number cannot be provided on the bill, then where the billing Party's billing systems permit, the billing Party will provide its claim number on the bill to which the adjustment is applied.</p>	<p>prospectively with a single notice a class of charges that it disputes.</p> <p>Notice of a dispute may be given by a Party at any time, either before or after an amount is paid. The billing Party shall use the claim number, if any, that the billed Party specifies in the notice of the dispute when referencing the Disputed Amounts with the billed Party. A Party's payment of an amount shall not constitute a waiver of such Party's right to subsequently dispute its obligation to pay such amount or to seek a refund of any amount paid. The billed Party shall pay by the Due Date all undisputed amounts. Billing disputes shall be subject to the terms of Section 14, Dispute Resolution. If the billing Party determines that the disputed amounts are not owed to it, it must provide to the billed Party information identifying the bill and Bill Account Number (BAN) to which an appropriate credit will be applied. Where the billing Party's billing systems permit, the billing Party will provide the claim number specified by the billed Party on the bill to which the adjustment is applied. If the billed Party's claim number cannot be provided on the bill, then where the billing Party's billing systems permit, the billing Party will provide its claim number on the bill to which the adjustment is applied.</p>	
9.4	<p>If the billing Party fails to receive payment for outstanding charges by the Due Date, it is entitled to assess a late payment charge to the billed Party <u>for all such charges except past late payment charges</u>. The late payment charge shall be in an amount specified by the billing Party which shall not exceed a rate of one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed late payment charges) per month. <u>Late payment charges shall be tolled during any period in which Verizon is analyzing the validity of a bill disputed by Covad</u></p>	<p>If the billing Party fails to receive payment for outstanding charges by the Due Date, it is entitled to assess a late payment charge to the billed Party. The late payment charge shall be in an amount specified by the billing Party which shall not exceed a rate of one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed late payment charges) per month.</p>	Issue 5

Section	Covad Position	Verizon Position	Associated Issue(s)
	<p>and Verizon takes longer than 30 days to provide a substantive response to Covad.</p>		
9.5	<p>Although it is the intent of both Parties to submit timely statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, <u>subject to Section 9.1.1 above</u>, and, except for assertion of a provision of Applicable Law that limits the period in which a suit or other proceeding can be brought before a court or other governmental entity of appropriate jurisdiction to collect amounts due, the billed Party shall not be entitled to dispute the billing Party's statement(s) based on the billing Party's failure to submit them in a timely fashion.</p>	<p>Although it is the intent of both Parties to submit timely statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and, except for assertion of a provision of Applicable Law that limits the period in which a suit or other proceeding can be brought before a court or other governmental entity of appropriate jurisdiction to collect amounts due, the billed Party shall not be entitled to dispute the billing Party's statement(s) based on the billing Party's failure to submit them in a timely fashion.</p>	Issue 2
14. Dispute Resolution			
14.3	<p><u>If the issue to be resolved through the negotiations referenced in Section 14 directly and materially affects service to either Party's end user customers, then the period of resolution of the dispute through negotiations before the dispute is to be submitted to binding arbitration shall be five (5) Business Days. Once such a service affecting dispute is submitted to arbitration, the arbitration shall be conducted pursuant to the expedited procedures rules of the Commercial Arbitration Rules of the American Arbitration Association (i.e., rules 53 through 57).</u></p>		Issue 7
43.2 Termination/ Assignment Upon Sale	<p>Notwithstanding any other provision of this Agreement, Verizon may <u>assign</u> terminate this Agreement to the purchaser of as-to a specific operating territory or portion thereof if Verizon sells or otherwise transfers its operations in such territory or portion thereof to a third-person. Verizon shall provide Covad with 150 calendar days prior written notice, if possible, but not less than 90 calendar days prior written notice, of such <u>assignment</u> termination, which shall be effective upon the date specified in the notice.</p>	<p>Notwithstanding any other provision of this Agreement, Verizon may terminate this Agreement as to a specific operating territory or portion thereof if Verizon sells or otherwise transfers its operations in such territory or portion thereof to a third-person. Verizon shall provide Covad with 150 calendar days prior written notice, if possible, but not less than 90 calendar days prior written notice, of such termination, which shall be effective upon the date specified in the notice.</p>	Issue 8
48. Waiver	<p><u>Except as provided in Section 9.1.1, a</u> A-failure or delay of either Party to enforce any of the provisions of this Agreement, or any right or remedy available under this</p>	<p>A failure or delay of either Party to enforce any of the provisions of this Agreement, or any right or remedy available under this Agreement or at law or in equity, or to</p>	Issue 9 Issue 10

Revised Proposed Language Matrix – Florida

Section	Covad Position	Verizon Position	Associated Issue(s)
	<p>Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option which is provided under this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.</p> <p>The Parties agree that Covad may seek in the future to negotiate and potentially arbitrate (pursuant to 47 U.S.C. §§ 251 and 252) rates, terms, and conditions regarding unbundled switching and interconnection of their networks for the purpose of exchanging voice traffic. Such negotiated and/or arbitrated interconnection and switching provisions would be added to this Principal Document as an amendment.</p> <p><u>No portion of this Principle Document or the parties' Agreement was entered into "without regard to the standards set forth in the subsections (b) and (c) of section 251," 47 U.S.C §§ 251 (b) & (c), and therefore nothing in this Principal Document or the Parties' Agreement waives either Party's rights or remedies available under Applicable Law, including 47 U.S.C. §§ 206 & 207.</u></p>	<p>require performance of any of the provisions of this Agreement, or to exercise any option which is provided under this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.</p> <p>The Parties agree that Covad may seek in the future to negotiate and potentially arbitrate (pursuant to 47 U.S.C. §§ 251 and 252) rates, terms, and conditions regarding unbundled switching and interconnection of their networks for the purpose of exchanging voice traffic. Such negotiated and/or arbitrated interconnection and switching provisions would be added to this Principal Document as an amendment.</p>	
Glossary			
2.11	<p>All effective federal and state laws, government regulations and orders (including orders related to merger commitments), applicable to each Party's performance of its obligations under this agreement. <u>References to Applicable Law in this Principal Document are meant to incorporate verbatim the text of that Applicable Law as if set forth fully herein.</u></p>	<p>All effective federal and state laws, government regulations and orders (including orders related to merger commitments), applicable to each Party's performance of its obligations under this agreement.</p>	Issue 10
ADDITIONAL SERVICES ATTACHMENT			
8.0 (OSS)			
8.1.4	<p><u>Verizon OSS Information:</u> Any information accessed by, or disclosed or provided to, Covad through or as a part of Verizon OSS Services, including all information set forth in the definition "Pre-ordering and ordering" in 47 CFR 51.5, to the extent that the rule remains Applicable Law. The term "Verizon OSS Information" includes, but is not limited to: (a) any Customer Information related to a Verizon Customer or a Covad Customer accessed by, or disclosed</p>	<p><u>Verizon OSS Information:</u> Any information accessed by, or disclosed or provided to, Covad through or as a part of Verizon OSS Services, including all information set forth in the definition "Pre-ordering and ordering" in 47 CFR 51.5, to the extent that the rule remains Applicable Law. The term "Verizon OSS Information" includes, but is not limited to: (a) any Customer Information related to a Verizon Customer or a Covad Customer accessed by, or disclosed</p>	Issue 12

Revised Proposed Language matrix – Florida

Section	Covad Position	Verizon Position	Associated Issue(s)
	or provided to, Covad through or as a part of Verizon OSS Services; and, (b) any Covad Usage Information (as defined in Section 8.1.6 below) accessed by, or disclosed or provided to, Covad. <u>Verizon will provide such information about the loop to Covad in the same manner that it provides the information to any third party and in a functionally equivalent manner to the way that it provides such information to itself.</u>	or provided to, Covad through or as a part of Verizon OSS Services; (b) any Covad Usage Information (as defined in Section 8.1.6 below) accessed by, or disclosed or provided to, Covad.	
8.2 Verizon OSS Services			
8.2.3	Verizon, as part of its duty to provide access to the pre-ordering function, <u>must</u> will-provide Covad with nondiscriminatory access to the same detailed information about the loop <u>at within the same time and manner that</u> as is available to Verizon and/or its affiliate.	Verizon, as part of its duty to provide access to the pre-ordering function, will provide Covad with nondiscriminatory access to the same detailed information about the loop within the same time interval as is available to Verizon and/or its affiliate.	Issue 12
8.2.4	<u>For stand-alone loops, Verizon shall return 95% of firm order commitments electronically within two (2) hours after receiving an LSR that has been pre-qualified mechanically. Verizon shall return 95% of firm order commitments for UNE DS1 loops within twenty-four (24) clock hours, and 90% of firm order commitments for UNE DS3 loops within forty-eight (48) clock hours.</u>		Issue 13
UNE ATTACHMENT			
1.2 Combination of UNEs	Verizon shall be obligated to combine UNEs that are not already combined in Verizon's network only to the extent required by Applicable Law. Except as otherwise required by Applicable Law: (a) Verizon shall be obligated to provide a UNE or Combination pursuant to this Agreement only to the extent such UNE or Combination, and the equipment and that the facilities necessary to provide such UNE or Combination, are available in Verizon's network (even if they do not have telecommunications services currently transmitted over them or are not currently being utilized by Verizon); and (b) Verizon shall have no obligation to construct or deploy new facilities or equipment to offer any UNE or Combination <u>except to the extent that such UNE or Combination would be constructed or deployed, upon request of a Verizon end user.</u>	Verizon shall be obligated to combine UNEs that are not already combined in Verizon's network only to the extent required by Applicable Law. Except as otherwise required by Applicable Law: (a) Verizon shall be obligated to provide a UNE or Combination pursuant to this Agreement only to the extent such UNE or Combination, and the equipment and facilities necessary to provide such UNE or Combination, are available in Verizon's network (even if they do not have telecommunications services currently transmitted over them or are not currently transmitted over them or are not currently being utilized by Verizon); and (b) Verizon shall have no obligation to construct or deploy new facilities or equipment to offer any UNE or Combination.	Issue 19 (includes Issue 24 and Issue 25)
1.5	Without limiting Verizon's rights pursuant to Applicable	Without limiting Verizon's rights pursuant to Applicable	Issue 1

Revised Proposed Language Matrix – Florida

Section	Covad Position	Verizon Position	Associated Issue(s)
	<p>Law or any other section of this Agreement to terminate its provision of a UNE or a Combination, if Verizon provides a UNE or Combination to Covad, and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines or has determined that Verizon is not required by Applicable Law to provide such UNEs or Combination, Verizon may terminate its provision of such UNE or Combination to Covad <u>subject to Sections 4.6 and 4.7 of the General Terms and Conditions of this Agreement.</u> If Verizon terminates its provision of a UNE or a Combination to Covad pursuant to this Section 1.5 and Covad elects to purchase other Services offered by Verizon in place of such UNE or Combination, then: (a) Verizon shall reasonably cooperate with Covad to coordinate the termination of such UNE or Combination and the installation of such Services to minimize the interruption of service to Customers of Covad; and, (b) Covad shall pay all applicable charges for such Services, including, but not limited to, any applicable transition charges.</p>	<p>Law or any other section of this Agreement to terminate its provision of a UNE or a Combination, if Verizon provides a UNE or Combination to Covad, and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines or has determined that Verizon is not required by Applicable Law to provide such UNEs or Combination, Verizon may terminate its provision of such UNE or Combination to Covad. If Verizon terminates its provision of a UNE or a Combination to Covad pursuant to this Section 1.5 and Covad elects to purchase other Services offered by Verizon in place of such UNE or Combination, then: (a) Verizon shall reasonably cooperate with Covad to coordinate the termination of such UNE or Combination and the installation of such Services to minimize the interruption of service to Customers of Covad; and, (b) Covad shall pay all applicable charges for such Services, including, but not limited to, any applicable transition charges.</p>	
<p>1.9</p>	<p>In provisioning loops that require Verizon to dispatch a technician to an end user's premises, Covad may request an appointment window during business hours on the day of the dispatch pursuant to the ordering processes set forth in Verizon's business rules. Any changes to those rules shall be implemented in accordance with the Verizon Change Management process. Verizon shall make good faith efforts to meet that appointment window, but does not guarantee that it will do so and failure to meet an appointment window shall not constitute a missed appointment for purposes of any performance measurements adopted by the state commission. On the day of the dispatch, the Verizon technician shall make good faith efforts to contact the end user upon arriving at the premises. Covad shall not be required to pay the non-recurring dispatch charge for dispatches that do not occur. However, Covad will be required to pay this charge when the Customer contact as designated by Covad is not available on the day of the dispatch, so long as Verizon did not cause the Customer contact to be unavailable.</p> <p>If a dispatch does not occur (other than if the Covad end</p>	<p>In provisioning loops that require Verizon to dispatch a technician to an end user's premises, Covad may request an appointment window during business hours on the day of the dispatch pursuant to the ordering processes set forth in Verizon's business rules. Any changes to those rules shall be implemented in accordance with the Verizon Change Management process. Verizon shall make good faith efforts to meet that appointment window, but does not guarantee that it will do so and failure to meet an appointment window shall not constitute a missed appointment for purposes of any performance measurements adopted by the state commission. On the day of the dispatch, the Verizon technician shall make good faith efforts to contact the end user upon arriving at the premises. Covad shall not be required to pay the non-recurring dispatch charge for dispatches that do not occur. However, Covad will be required to pay this charge when the Customer contact as designated by Covad is not available on the day of the dispatch, so long as Verizon did not cause the Customer contact to be unavailable.</p>	<p>Issue 22</p>

Revised Proposed Language Matrix – Florida

Section	Covad Position	Verizon Position	Associated Issue(s)
	<p><u>user was not available or upon the request of Covad), Covad may request a new appointment window outside of the normal provisioning interval by contacting Verizon's provisioning center directly and Covad shall not be required to pay the non-recurring dispatch charge for such appointment. Moreover, each additional instance in which the Verizon technician fails to meet the same customer during future scheduled windows, Verizon will pay to Covad the missed appointment fee that will be equivalent to the nonrecurring dispatch charge that Verizon would have assessed to Covad had the Verizon technician not missed the appointment.</u></p>		
3. Loop Transmission Types			
3.1	<p>"2-Wire ISDN Digital Grade Loop" or "BRI ISDN" provides a channel with 2-wire interfaces at each end that is suitable for the transport of 160 kbps digital services using the ISDN/IDSL 2B1Q line code, as described in ANSI T1.601.1998 and Verizon TR 72575 (as TR 72575 is revised from time to time). In some cases loop extension equipment may be necessary to bring the line loss within acceptable levels. Verizon will provide loop extension equipment only upon request. A separate charge will apply for loop extension equipment. Verizon will relieve capacity constraints in the loop network to provide ISDN loops to the same extent and on the same rates, terms, and conditions that it does so for its own customers. Covad connecting equipment should conform to the limits for SM1 in T1-417-2001, as revised from time to time.</p>	<p>"2-Wire ISDN Digital Grade Loop" or "BRI ISDN" provides a channel with 2-wire interfaces at each end that is suitable for the transport of 160 kbps digital services using the ISDN/IDSL 2B1Q line code, as described in ANSI T1.601.1998 and Verizon TR 72575 (as TR 72575 is revised from time to time). In some cases loop extension equipment may be necessary to bring the line loss within acceptable levels. Verizon will provide loop extension equipment only upon request. A separate charge will apply for loop extension equipment. Covad connecting equipment should conform to the limits for SM1 in T1-417-2001, as revised from time to time.</p>	<p>Issue 19 (includes Issue 24 and Issue 25) Issue 23</p>
3.2 ADSL	<p>"2-Wire ADSL-Compatible Loop" or "ADSL 2W" provides a channel with 2-wire interfaces at each end that is suitable for the transport of digital signals up to 8 Mbps toward the Customer and up to 1 Mbps from the Customer. ADSL-Compatible Loops will be available only where existing copper facilities are available and meet applicable specifications. Verizon will not build new copper facilities <u>except to the extent that it does so for its own customers.</u> The upstream and downstream ADSL power spectral density masks and dc line power limits in Verizon TR 72575, Issue 2, as revised from time to time, must be met, or alternatively, connecting equipment should conform to</p>	<p>"2-Wire ADSL-Compatible Loop" or "ADSL 2W" provides a channel with 2-wire interfaces at each end that is suitable for the transport of digital signals up to 8 Mbps toward the Customer and up to 1 Mbps from the Customer. ADSL-Compatible Loops will be available only where existing copper facilities are available and meet applicable specifications. Verizon will not build new copper facilities. The upstream and downstream ADSL power spectral density masks and dc line power limits in Verizon TR 72575, Issue 2, as revised from time-to-time, must be met, or alternatively, connecting equipment should conform to the limits for SMC5 or SMC9 in T1-417-2001, as revised</p>	<p>Issue 19 (includes Issue 24 and Issue 25) Issue 23</p>

Revised Proposed Language Matrix – Florida

Section	Covad Position	Verizon Position	Associated Issue(s)
	the limits for SMC5 or SMC9 in T1-417-2001, as revised from time to time.	from time to time.	
3.3 HDSL	<p>“2-Wire HDSL-Compatible Loop” or “HDSL 2W” consists of a single 2-wire interfaces at each end that is generally suitable for the transport of digital signals simultaneously in both directions. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, Issue 2, as revised from time to time, must be met or alternatively, cConnecting equipment should conform to the limits for SMC2, SMC3 and SMC4 in T1-417-2001, as revised from time to time. 2-wire HDSL-compatible local loops will be provided only where existing facilities are available and can meet applicable specifications. Verizon will not build new copper facilities <u>except to the extent that it does so for its own customers</u>. The 2-wire HDSL-compatible loop is only available in Bell Atlantic service areas. Covad may order a GTE Designed Digital Loop to provide similar capability in the GTE service area.</p>	<p>“2-Wire HDSL-Compatible Loop” or “HDSL 2W” consists of a single 2-wire interfaces at each end that is generally suitable for the transport of digital signals simultaneously in both directions. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, Issue 2, as revised from time-to-time, must be met or alternatively, connecting equipment should conform to the limits for SMC2, SMC3 and SMC4 in T1-417-2001, as revised from time to time. 2-wire HDSL-compatible local loops will be provided only where existing facilities are available and can meet applicable specifications. Verizon will not build new copper facilities. The 2-wire HDSL-compatible loop is only available in Bell Atlantic service areas. Covad may order a GTE Designed Digital Loop to provide similar capability in the GTE service area.</p>	<p>Issue 19 (includes Issue 24 and Issue 25) Issue 23</p>
3.4 4 wire HDSL	<p>“4-Wire HDSL-Compatible Loop” or “HDSL 4W” consists of a channel with 4 wire interfaces at each end that is generally suitable for the transport of digital signals simultaneously in both directions. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, as revised from time to time, must be met or alternatively, cConnecting equipment should conform to the limits for SMC2, SMC3 and SMC4 in T1-417-2001. 4-Wire HDSL-compatible local loops will be provided only where existing facilities are available and can meet applicable specifications. Verizon will not build new copper facilities <u>except to the extent that it does so for its own customers</u>. The 4-Wire HDSL compatible loop is available in former Bell Atlantic service areas. Covad may order a GTE 4-Wire Designed Digital Loop to provide similar capability in the former GTE service area.</p>	<p>“4-Wire HDSL-Compatible Loop” or “HDSL 4W” consists of a channel with 4 wire interfaces at each end that is generally suitable for the transport of digital signals simultaneously in both directions. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, as revised from time-to-time, must be met or alternatively, connecting equipment should conform to the limits for SMC2, SMC3 and SMC4 in T1-417-2001. 4-Wire HDSL-compatible local loops will be provided only where existing facilities are available and can meet applicable specifications. Verizon will not build new copper facilities. The 4-Wire HDSL compatible loop is available in former Bell Atlantic service areas. Covad may order a GTE 4-Wire Designed Digital Loop to provide similar capability in the former GTE service area.</p>	<p>Issue 19 (includes Issue 24 and Issue 25) Issue 23</p>
3.5 DS-1	<p>“4-Wire DS1-compatible Loop” provides a channel with 4-wire interfaces at each end. Each 4-wire channel is suitable for the transport of 1.544 Mbps digital signals simultaneously in both directions using PCM line code. DS-1-compatible Loops will be available only where existing facilities can meet the specifications, <u>unless</u></p>	<p>“4-Wire DS1-compatible Loop” provides a channel with 4-wire interfaces at each end. Each 4-wire channel is suitable for the transport of 1.544 Mbps digital signals simultaneously in both directions using PCM line code. DS-1-compatible Loops will be available only where existing facilities can meet the specifications. In some</p>	<p>Issue 19 (includes Issue 24 and Issue 25)</p>

Revised Proposed Language Matrix – Florida

Section	Covad Position	Verizon Position	Associated Issue(s)
	<p>Verizon upgrades existing facilities for its own end users. In some cases loop extension equipment may be necessary to bring the line loss within acceptable levels, Verizon will provide loop extension equipment upon request. A separate charge will apply for such equipment.</p>	<p>cases loop extension equipment may be necessary to bring the line loss within acceptable levels, Verizon will provide loop extension equipment upon request. A separate charge will apply for such equipment.</p>	
<p>3.6 IDSL</p>	<p>“2-Wire IDSL-Compatible Metallic Loop” consists of a single 2-wire non-loaded, twisted copper pair that meets revised resistance design criteria. This UNE loop is intended to be used with very-low band symmetric DSL systems that meet the Class 1 signal power limits and other criteria in the draft T1E1.4 loop spectrum management standard (T1E1.4/2000-002R3) and are not compatible with 2B1Q 160 kbps ISDN transport systems. The actual data rate achieved depends upon the performance of Covad-provided modems with the electrical characteristics associated with the loop. This loop cannot be provided via IDLC or UDLC. Verizon will not build new copper facilities <u>except to the extent that it does so for its own customers. Verizon will relieve capacity constraints in the loop network to provide DSL loops to the same extent and on the same rates, terms, and conditions that it does so for its own customers.</u></p>	<p>“2-Wire IDSL-Compatible Metallic Loop” consists of a single 2-wire non-loaded, twisted copper pair that meets revised resistance design criteria. This UNE loop is intended to be used with very-low band symmetric DSL systems that meet the Class 1 signal power limits and other criteria in the draft T1E1.4 loop spectrum management standard (T1E1.4/2000-002R3) and are not compatible with 2B1Q 160 kbps ISDN transport systems. The actual data rate achieved depends upon the performance of Covad-provided modems with the electrical characteristics associated with the loop. This loop cannot be provided via IDLC or UDLC. Verizon will not build new copper facilities.</p>	<p>Issue 19 (includes Issue 24 and Issue 25)</p>
<p>3.11</p>	<p>Covad and Verizon will follow Applicable Law governing spectrum management and provisioning of xDSL services.</p> <p>If Covad seeks to deploy over Verizon's network a new loop technology that is not among the loop technologies described in the loop types set forth above (or in the cross-referenced sections of Verizon's tariff), then Covad shall submit to Verizon a written request, citing this sub section 3.6, setting forth the basis for its claim that the new technology complies with the industry standards for one or more of those loop types. Within 45 calendar days of receiving this request, Verizon shall either (a) identify for Covad the loop type that Covad should order when it seeks to deploy that loop technology, or (b) indicate that it does not agree with Covad's claim that the new technology complies with industry standards. With respect to option (b), if Covad does not agree with Verizon's position, Covad may immediately institute an appropriate proceeding before the Commission, the FCC, or a court of competent</p>	<p>Covad and Verizon will follow Applicable Law governing spectrum management and provisioning of xDSL services.</p> <p>If Covad seeks to deploy over Verizon's network a new loop technology that is not among the loop technologies described in the loop types set forth above (or in the cross-referenced sections of Verizon's tariff), then Covad shall submit to Verizon a written request, citing this sub section 3.6, setting forth the basis for its claim that the new technology complies with the industry standards for one or more of those loop types. Within 45 calendar days of receiving this request, Verizon shall either (a) identify for Covad the loop type that Covad should order when it seeks to deploy that loop technology, or (b) indicate that it does not agree with Covad's claim that the new technology complies with industry standards. With respect to option (b), if Covad does not agree with Verizon's position, Covad may immediately institute an appropriate proceeding before the Commission, the FCC, or a court of competent</p>	<p>Issue 27</p>

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Section	Covad Position	Verizon Position	Associated Issue(s)
	<p>jurisdiction to resolve the dispute, without first pursuing dispute resolution in accordance with Section 14 of the General Terms and Conditions of this Agreement. With respect to option (a), if Verizon subsequently creates a new loop type specifically for the new loop technology, Covad agrees to convert previously-ordered loops to the new loop type, <u>at no cost</u>, and to use the new loop type on a going-forward basis. Verizon will employ good faith efforts to ensure that any such conversions are completed without any interruption of service.</p>	<p>jurisdiction to resolve the dispute, without first pursuing dispute resolution in accordance with Section 14 of the General Terms and Conditions of this Agreement. With respect to option (a), if Verizon subsequently creates a new loop type specifically for the new loop technology, Covad agrees to convert previously-ordered loops to the new loop type and to use the new loop type on a going-forward basis. Verizon will employ good faith efforts to ensure that any such conversions are completed without any interruption of service.</p>	
<p>3.13.4</p>	<p>Covad may submit an order for a loop notwithstanding having received notice from Verizon during the pre-qualification process that the loop is “loop not qualified – T1 in the binder group” or in the same binder group as a “known disturber” as defined under FCC rules. Upon receipt of a valid LSR for such loop, Verizon will process the order in accordance with standard procedures. If Verizon needs to use manual procedures to process this LSR, it will do so at no charge to Covad. If necessary, and as available, <u>and after obtaining Covad’s approval</u>. Verizon will perform a line & station transfer (LST) <u>subject to applicable charges-at no additional charge if Verizon does not charge its own customers for performing LSTs during the process of provisioning service</u>. Upon the request of Covad, Verizon will provide Digital Designed Loop products for the loop in accordance with the Pricing Attachment or other forms of loop conditioning to be agreed upon by the Parties, subject to applicable charges.</p>	<p>Covad may submit an order for a loop notwithstanding having received notice from Verizon during the pre-qualification process that the loop is “loop not qualified – T1 in the binder group” or in the same binder group as a “known disturber” as defined under FCC rules. Upon receipt of a valid LSR for such loop, Verizon will process the order in accordance with standard procedures. If Verizon needs to use manual procedures to process this LSR, it will do so at no charge to Covad. If necessary and as available, Verizon will perform a line & station transfer (LST) subject to applicable charges. Upon the request of Covad, Verizon will provide Digital Designed Loop products for the loop in accordance with the Pricing Attachment or other forms of loop conditioning to be agreed upon by the Parties, subject to applicable charges.</p>	<p>Issue 35</p>
<p>3.13.5</p>	<p>In the former GTE Service Areas only, in those cases where Verizon does not have the ability to provide electronic prequalification information for a particular loop (or group of loops) to itself or to a Verizon affiliate, Covad may request loop makeup information for that loop (or those loops) through a manual process, by submitting a query form, prior to submitting a valid electronic service order for an ADSL, HDSL, SDSL, or IDSL Loop. Verizon will complete such a request within the same intervals that Verizon completes such requests for itself or a Verizon affiliate in the former GTE Service Area. In general, Verizon will provide the requested loop qualification</p>	<p>In the former GTE Service Areas only, in those cases where Verizon does not have the ability to provide electronic prequalification information for a particular loop (or group of loops) to itself or to a Verizon affiliate, Covad may request loop makeup information for that loop (or those loops) through a manual process, by submitting a query form, prior to submitting a valid electronic service order for an ADSL, HDSL, SDSL, or IDSL Loop. Verizon will complete such a request within the same intervals that Verizon completes such requests for itself or a Verizon affiliate in the former GTE Service Area. In general, Verizon will provide the requested loop qualification</p>	<p>Issue 32</p>

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Section	Covad Position	Verizon Position	Associated Issue(s)
	<p>information within five (5) business days, although Verizon may require additional time due to poor record conditions, spikes in demand, or other unforeseen events.</p> <p>If the Loop is not listed in the mechanized database available from Verizon Florida or the listing is defective, Covad may request a manual loop qualification at no additional charge prior to submitting a valid electronic service order for an ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loop. Verizon will complete a manual loop qualification request within one business day.</p>	<p>information within five (5) business days, although Verizon may require additional time due to poor record conditions, spikes in demand, or other unforeseen events.</p>	
3.13.7	<p>If Covad submits a service order for an ADSL, HDSL, SDSL, or IDSL Loop that has not been prequalified, Verizon will query the service order back to Covad for qualification and will not accept such service order until the Loop has been prequalified on a mechanized or manual basis. Verizon will accept service orders for BRI ISDN Loops without regard to whether they have been prequalified. The Parties agree that Covad may contest the prequalification <u>finding requirement</u> for an order or set of orders. At Covad's option, and where available facilities exist, Verizon will provision any such contested order or set of orders as Digital Designed Loops, pending negotiations between the Parties and ultimately Covad's decision to seek resolution of the dispute from either the Commission or the FCC.</p>	<p>If Covad submits a service order for an ADSL, HDSL, SDSL, or IDSL Loop that has not been prequalified, Verizon will query the service order back to Covad for qualification and will not accept such service order until the Loop has been prequalified on a mechanized or manual basis. Verizon will accept service orders for BRI ISDN Loops without regard to whether they have been prequalified. The Parties agree that Covad may contest the prequalification finding for an order or set of orders. At Covad's option, and where available facilities exist, Verizon will provision any such contested order or set of orders as Digital Designed Loops, pending negotiations between the Parties and ultimately Covad's decision to seek resolution of the dispute from either the Commission or the FCC.</p>	Issue 33
3.13.10	<p>The Parties will make reasonable efforts to coordinate their respective roles in order to minimize provisioning problems. In general, where conditioning or loop extensions are requested by Covad, the shortest of the following intervals applies for conditioning and/or extending loops <u>provisioning of loops</u>: (1) the interval that Verizon provides to itself, or third parties or; (2) the Commission-adopted interval; or (3) <u>ten business days</u>.</p> <p>After the engineering and conditioning tasks have been completed, the standard Loop provisioning and installation process will be initiated, subject to Verizon's standard provisioning intervals.</p>	<p>The Parties will make reasonable efforts to coordinate their respective roles in order to minimize provisioning problems. Where conditioning or loop extensions are requested by Covad, the shortest of the following intervals applies for conditioning and/or extending loops: (1) the interval that Verizon provides to itself, or third parties or (2) the Commission-adopted interval.</p> <p>After the engineering and conditioning tasks have been completed, the standard Loop provisioning and installation process will be initiated, subject to Verizon's standard provisioning intervals.</p>	Issue 34
3.13.12	<p>If Covad orders a loop that is determined to be xDSL</p>	<p>If Covad orders a loop that is determined to be xDSL</p>	Issue 35

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Section	Covad Position	Verizon Position	Associated Issue(s)
	<p>Compatible, but the Loop serving the service address is unusable or unavailable to be assigned as an xDSL Compatible Loop, Verizon will search the Customer's serving terminal for a suitable spare facility. If an xDSL Compatible Loop is found within the serving terminal, Verizon will perform, upon request of Covad, a Line and Station Transfer (or "pair swap") whereby the Verizon technician will transfer the Customer's existing service from one existing Loop facility onto an alternate existing xDSL Compatible Loop facility serving the same location. Verizon performs Line and Station Transfers in accordance with the procedures developed in the DSL Collaborative in the State of New York, NY PSC Case 00-C-0127. Standard intervals do not apply when Verizon performs a Line and Station Transfer for line sharing loops, and additional charges shall apply as set forth in the Pricing Attachment.</p>	<p>Compatible, but the Loop serving the service address is unusable or unavailable to be assigned as an xDSL Compatible Loop, Verizon will search the Customer's serving terminal for a suitable spare facility. If an xDSL Compatible Loop is found within the serving terminal, Verizon will perform a Line and Station Transfer (or "pair swap") whereby the Verizon technician will transfer the Customer's existing service from one existing Loop facility onto an alternate existing xDSL Compatible Loop facility serving the same location. Verizon performs Line and Station Transfers in accordance with the procedures developed in the DSL Collaborative in the State of New York, NY PSC Case 00-C-0127. Standard intervals do not apply when Verizon performs a Line and Station Transfer, and additional charges shall apply as set forth in the Pricing Attachment.</p>	
<p>3.13.13</p>	<p>In the former Bell Atlantic Service Areas only, Covad may request Cooperative Testing in conjunction with its request for an xDSL Compatible Loop or Digital Designed Loop. "Cooperative Testing" is a procedure whereby a Verizon technician, either through Covad's automated testing equipment or jointly with a Covad technician, verifies that an xDSL Compatible Loop or Digital Designed Link is properly installed and operational prior to Verizon's completion of the order. When the Loop test shows that the Loop is operational, the Covad technician will provide the Verizon technician with a serial number to acknowledge that the Loop is operational.</p> <p>Verizon will cooperatively test jointly with a Covad technician (i) all stand alone loops ordered by Covad and provide demarcation information during the cooperative test and (ii) any loop on which Covad has opened a maintenance ticket to close out any loop troubles. Cooperative testing is a procedure whereby a Verizon technician and a Covad technician jointly perform the following tests: (1) Loop Length Testing; (2) DC Continuity Testing; (3) Foreign Battery/Conductor Continuity Testing; (4) AC Continuity Testing; and (5) Noise Testing. At the conclusion of such testing, Covad will either accept or reject the loop. If Covad rejects the loop, then Verizon</p>	<p>In the former Bell Atlantic Service Areas only, Covad may request Cooperative Testing in conjunction with its request for an xDSL Compatible Loop or Digital Designed Loop. "Cooperative Testing" is a procedure whereby a Verizon technician, either through Covad's automated testing equipment or jointly with a Covad technician, verifies that an xDSL Compatible Loop or Digital Designed Link is properly installed and operational prior to Verizon's completion of the order. When the Loop test shows that the Loop is operational, the Covad technician will provide the Verizon technician with a serial number to acknowledge that the Loop is operational. If the Parties mutually agree to modify the existing procedures, such procedures shall be effective notwithstanding anything in this section. Charges for Cooperative Testing are as set forth in the Pricing Attachment.</p> <p>Where a technician is dispatched to provision a loop, the Verizon technician shall provide clear and precise circuit identification by tagging the demarcation point. Where tagging is deemed an unnecessary method of identifying a demarcation point because the demarcation is a customer distribution frame or a terminal with clearly labeled/stenciled/stamped terminations (such as cable and pair or jack and pin) or by another mutually agreed upon</p>	<p>Issue 30</p>

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Section	Covad Position	Verizon Position	Associated Issue(s)
	<p>shall correctly provision the loop and re-contact the Covad representative to repeat the cooperative test. Verizon shall deliver loops that perform according to the characteristics of the described loop types set forth in Sections 3.1-3.7, above. Covad will make its automated testing equipment (“IVR”) available for Verizon technicians to utilize to sectionalize troubles on loops connected to Covad’s network, either during provisioning or maintenance activities.</p> <p><u>If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Agreement or any state Commission or FCC ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. modify the existing procedures, such procedures shall be effective notwithstanding anything in this section. Any charges for Cooperative Testing are in accordance with Applicable Law and as set forth in Verizon’s PSC NY No. 10-Tariff, Section 5.5.2 (under Installation-Dispatch).</u></p> <p>Where a technician is dispatched to provision a loop, the Verizon technician shall provide clear and precise circuit identification by tagging the demarcation point. Where tagging is deemed an unnecessary method of identifying a demarcation point because the demarcation is a customer distribution frame or a terminal with clearly labeled/stenciled/stamped terminations (such as cable and pair or jack and pin) or by another mutually agreed upon method, the appropriate cable and pair information or terminal identification shall be provided to Covad. Where a technician is not dispatched by Verizon, Verizon will provide Covad with the demarcation information Verizon possesses regarding the location of the circuit being provisioned.</p> <p><u>Verizon will not bill Covad for loop repairs when the repair resulted from a Verizon problem.</u></p>	<p>method, the appropriate cable and pair information or terminal identification shall be provided to Covad. Where a technician is not dispatched by Verizon, Verizon will provide Covad with the demarcation information Verizon possesses regarding the location of the circuit being provisioned.</p>	
3.14	The provisioning interval for all <u>stand-alone</u> loops not requiring conditioning shall be the shortest of the following:	The provisioning interval for all loops not requiring conditioning shall be the shortest of the following: (a) the	Issue 34

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Section	Covad Position	Verizon Position	Associated Issue(s)
	(a) the interval Verizon provides to itself or an affiliate; or (b) the Commission-ordered interval; or (c) <u>five business days</u> .	interval Verizon provides to itself or an affiliate; or (b) the Commission-ordered interval.	
4. Line Sharing			
New 4.2.1 Line Partitioning	Verizon will also offer Line Partitioning, which is identical to Line Sharing except that the analog voice service on the loop is provided by a 3rd party carrier reselling Verizon's voice services. <u>In order for a Loop to be eligible for Line Partitioning, the following conditions must be satisfied for the duration of the Line Partitioning arrangement: (i) the Loop must consist of a copper loop compatible with an xDSL service that is presumed to be acceptable for shared-line deployment in accordance with FCC rules; (ii) a reseller must be using Verizon's services to provide simultaneous circuit-switched analog voice grade service to the Customer served by the Loop in question; (iii) the reseller's Customer's dial tone must originate from a Verizon End Office Switch in the Wire Center where the Line Partitioning arrangement is being requested; and (iv) the xDSL technology to be deployed by Covad on that Loop must not significantly degrade the performance of other services provided on that Loop. Line Partitioning is otherwise subject to all terms and conditions applicable to Line Sharing.</u>		Issue 36
4.4.3	If the Loop is prequalified by Covad using Verizon's loop prequalification tools, and if a positive response is received and followed by receipt of Covad's valid, accurate and pre-qualified service order for Line Sharing, Verizon will return an LSR confirmation in accordance with applicable industry-wide performance standards within two (2) business hours (weekends and holidays excluded).	If the Loop is prequalified by Covad using Verizon's loop prequalification tools, and if a positive response is received and followed by receipt of Covad's valid, accurate and pre-qualified service order for Line Sharing, Verizon will return an LSR confirmation in accordance with applicable industry-wide performance standards.	Issue 37 •
4.4.6	The standard Loop provisioning and installation process will be initiated for the Line Sharing arrangement only once the requested engineering and conditioning tasks have been completed on the Loop. Scheduling changes and charges associated with order cancellations after conditioning work has been initiated are addressed in the terms pertaining to Digital Designed Loops, as referenced	The standard Loop provisioning and installation process will be initiated for the Line Sharing arrangement only once the requested engineering and conditioning tasks have been completed on the Loop. Scheduling changes and charges associated with order cancellations after conditioning work has been initiated are addressed in the terms pertaining to Digital Designed Loops, as referenced	Issue 34

Section	Covad Position	Verizon Position	Associated Issue(s)
	<p>in Section 3.9, above. The standard provisioning interval for the Line Sharing arrangement shall be as set out in the Verizon Product Interval Guide; provided that the standard provisioning interval for the Line Sharing arrangement shall not exceed the shortest of the following intervals: (a) six (6) two (2) business days; (b) the standard provisioning interval for the Line Sharing arrangement that is stated in an applicable Verizon Tariff; or, (c) the standard provisioning interval for the Line Sharing arrangement that is required by Applicable Law. The standard provisioning interval for the Line Sharing <u>when Covad purchases Digital Designed Loop products shall be consistent with Section 3.13.10 arrangement shall commence only once any requested engineering and conditioning tasks have been completed.</u> Line Sharing arrangements that require pair swaps or line and station transfers in order to free-up facilities may have a provisioning interval that is longer than the standard provisioning interval for the Line Sharing arrangement. In no event shall the Line Sharing interval offered to Covad be longer than the interval offered to any similarly-situated aAffiliate of Verizon.</p>	<p>in Section 3.9, above. The standard provisioning interval for the Line Sharing arrangement shall be as set out in the Verizon Product Interval Guide; provided that the standard provisioning interval for the Line Sharing arrangement shall not exceed the shortest of the following intervals: (a) six (6) business days; (b) the standard provisioning interval for the Line Sharing arrangement that is stated in an applicable Verizon Tariff; or, (c) the standard provisioning interval for the Line Sharing arrangement that is required by Applicable Law. The standard provisioning interval for the Line Sharing arrangement shall commence only once any requested engineering and conditioning tasks have been completed. Line Sharing arrangements that require pair swaps or line and station transfers in order to free-up facilities may have a provisioning interval that is longer than the standard provisioning interval for the Line Sharing arrangement. In no event shall the Line Sharing interval offered to Covad be longer than the interval offered to any similarly situated Affiliate of Verizon.</p>	
<p>4.7.2</p>	<p>Where a new splitter is to be installed as part of an existing Collocation arrangement, or where the existing Collocation arrangement is to be augmented (e.g., with additional terminations at the POT Bay or Covad's collocation arrangement to support Line Sharing), the splitter installation or augment may be ordered via an application for Collocation augment. Associated Collocation charges (application and engineering fees) apply. Covad must submit the application for Collocation augment, with the application fee, to Verizon. Unless a different interval is stated in Verizon's applicable Tariff, aAn interval of seventy-six (76) <u>no greater than forty-five (45)</u> calendar business days shall apply.</p>	<p>Where a new splitter is to be installed as part of an existing Collocation arrangement, or where the existing Collocation arrangement is to be augmented (e.g., with additional terminations at the POT Bay or Covad's collocation arrangement to support Line Sharing), the splitter installation or augment may be ordered via an application for Collocation augment. Associated Collocation charges (application and engineering fees) apply. Covad must submit the application for Collocation augment, with the application fee, to Verizon. Unless a different interval is stated in Verizon's applicable Tariff, an interval of seventy-six (76) business days shall apply.</p>	<p>Issue 38</p>
<p>8. Dark Fiber</p>			
<p>New Section 8.1.4</p>	<p><u>Verizon will splice strands of Dark Fiber IOF together wherever necessary, including in the outside plant network, to create a continuous Dark Fiber IOF strand between two Accessible Terminals (as described above). Where splicing is required, Verizon will use the fusion</u></p>		<p>Issue 43</p>

Section	Covad Position	Verizon Position	Associated Issue(s)
	<p><u>splicing method.</u></p>		
<p>8.1.5</p>	<p>Verizon shall provide Covad with access to Dark Fiber in accordance with, but only to the extent required by, Applicable Law.</p> <p><u>The description herein of three dark fiber products, specifically the Dark Fiber Loop, Dark Fiber Sub-loop, and Dark Fiber IOF products, does not limit Covad's rights to access dark fiber in other technically-feasible configurations consistent with Applicable Law.</u></p>	<p>Verizon shall provide Covad with access to Dark Fiber in accordance with, but only to the extent required by, Applicable Law.</p>	<p>Issue 42</p>
<p>8.2.1</p>	<p>Except as provided in §§ 8.1.5, 13, and 16 of the UNE Attachment, Verizon shall be required to provide a Dark Fiber Loop only where one end of the Dark Fiber Loop terminates at a Verizon Accessible Terminal in Verizon's Wire Center of Central Office that can be cross-connected to Covad's collocation arrangement located in that same Verizon Central Office and the other end terminates at the Customer premise. Except as provided in §§ 8.1.5, 13, and 16 of the UNE Attachment, Verizon shall be required to provide a Dark Fiber Sub-Loop only where (1) one end of the Dark Fiber Sub-Loop terminates at Verizon's Accessible Terminal in Verizon's Wire Center or Central Office that can be cross-connected to Covad's collocation arrangement located in that same Verizon Central Office and the other end terminates at Verizon's Accessible Terminal at a Verizon remote terminal equipment enclosure that can be cross-connected to Covad's collocation arrangement or adjacent structure, or (2) one end of the Dark Fiber Sub-Loop terminates at Verizon's main termination point located within the Customer premise and the other end terminates at Verizon's Accessible Terminal at a Verizon remote terminal equipment enclosure that can be cross-connected to Covad's collocation arrangement or adjacent structure, or (3) one end of the Dark Fiber Sub-Loop terminates at Verizon's Accessible Terminal at a Verizon remote terminal equipment enclosure that can be cross-connected to Covad's collocation arrangement or adjacent structure and the other end terminates at Verizon's Accessible Terminal at another Verizon remote terminal equipment enclosure that can be cross-connected to Covad's collocation arrangement or adjacent structure.</p>	<p>Except as provided in §§ 8.1.5, 13, and 16 of the UNE Attachment, Verizon shall be required to provide a Dark Fiber Loop only where one end of the Dark Fiber Loop terminates at a Verizon Accessible Terminal in Verizon's Central Office that can be cross-connected to Covad's collocation arrangement located in that same Verizon Central Office and the other end terminates at the Customer premise. Except as provided in §§ 8.1.5, 13, and 16 of the UNE Attachment, Verizon shall be required to provide a Dark Fiber Sub-Loop only where (1) one end of the Dark Fiber Sub-Loop terminates at Verizon's Accessible Terminal in Verizon's Central Office that can be cross-connected to Covad's collocation arrangement located in that same Verizon Central Office and the other end terminates at Verizon's Accessible Terminal at a Verizon remote terminal equipment enclosure that can be cross-connected to Covad's collocation arrangement or adjacent structure, or (2) one end of the Dark Fiber Sub-Loop terminates at Verizon's main termination point located within the Customer premise and the other end terminates at Verizon's Accessible Terminal at a Verizon remote terminal equipment enclosure that can be cross-connected to Covad's collocation arrangement or adjacent structure, or (3) one end of the Dark Fiber Sub-Loop terminates at Verizon's Accessible Terminal at a Verizon remote terminal equipment enclosure that can be cross-connected to Covad's collocation arrangement or adjacent structure and the other end terminates at Verizon's Accessible Terminal at another Verizon remote terminal equipment enclosure that can be cross-connected to Covad's collocation arrangement or adjacent structure. A Covad demarcation point at a Customer premise shall be</p>	<p>Issue 41 Issue 43</p>

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Section	Covad Position	Verizon Position	Associated Issue(s)
	<p><u>It is Verizon’s standard practice that when a fiber optic cable is run into a building or remote terminal that all fibers in that cable will be terminated on a Verizon accessible terminal in the building or remote terminal. Should a situation occur in which a fiber optic cable that is run into a building or a remote terminal is found to not have all of its fibers terminated, then Verizon agrees to complete the termination of all fibers in conformance with its standard practices, and to do so as soon as reasonably practicable at the request of Covad. Notwithstanding anything in this section, Verizon shall also be required to combine dark fiber UNEs to the extent required by Applicable Law.</u></p> <p>A Covad demarcation point at a Customer premise shall be established in the main telco room of the Customer premise if Verizon is located in that room or, if the building does not have a main telco room or if Verizon is not located in that room, then at a location to be reasonably determined by Verizon. A Covad demarcation point at a Customer premise shall be established at a location that is no more than thirty (30) (unless the Parties agree otherwise in writing or as required by Applicable Law) feet from Verizon’s Accessible Terminal on which the Dark Fiber Loop or Dark Fiber Sub-Loop terminates. Verizon shall connect a Dark Fiber Loop or Dark Fiber Sub-Loop to the Covad demarcation point by installing a fiber jumper no greater than thirty (30) feet in length (unless the Parties agree otherwise in writing or as required by Applicable Law).</p>	<p>established in the main telco room of the Customer premise if Verizon is located in that room or, if the building does not have a main telco room or if Verizon is not located in that room, then at a location to be reasonably determined by Verizon.</p> <p>A Covad demarcation point at a Customer premise shall be established at a location that is no more than thirty (30) (unless the Parties agree otherwise in writing or as required by Applicable Law) feet from Verizon’s Accessible Terminal on which the Dark Fiber Loop or Dark Fiber Sub-Loop terminates. Verizon shall connect a Dark Fiber Loop or Dark Fiber Sub-Loop to the Covad demarcation point by installing a fiber jumper no greater than thirty (30) feet in length (unless the Parties agree otherwise in writing or as required by Applicable Law).</p>	
8.2.2	<p>Covad may access a Dark Fiber Loop, a Dark Fiber Sub-Loop, or Dark Fiber IOF only at a pre-existing Verizon Accessible Terminal of such Dark Fiber Loop, Dark Fiber Sub-loop or Dark Fiber IOF. and Covad may not access a Dark Fiber Loop, Dark Fiber Sub-loop or Dark Fiber IOF at any other point, including, but not limited to, a splice point. Dark Fiber Loops, Dark Fiber Sub-loops and Dark Fiber IOF are not available to Covad unless such Dark Fiber Loops, Dark Fiber Sub-loops or Dark Fiber IOF already terminate on a Verizon Accessible Terminal. Unused fibers located in a cable vault or a controlled environment vault,</p>	<p>Covad may access a Dark Fiber Loop, a Dark Fiber Sub-Loop, or Dark Fiber IOF only at a pre-existing Verizon Accessible Terminal of such Dark Fiber Loop, Dark Fiber Sub-loop or Dark Fiber IOF, and Covad may not access a Dark Fiber Loop, Dark Fiber Sub-loop or Dark Fiber IOF at any other point, including, but not limited to, a splice point. Dark Fiber Loops, Dark Fiber Sub-loops and Dark Fiber IOF are not available to Covad unless such Dark Fiber Loops, Dark Fiber Sub-loops or Dark Fiber IOF already terminate on a Verizon Accessible Terminal. Unused fibers located in a cable vault or a controlled environment vault,</p>	<p>Issue 41 Issue 43</p>

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Section	Covad Position	Verizon Position	Associated Issue(s)
	manhole or other location outside the Verizon Wire Center, and not terminated to a fiber patch, are not available to Covad	manhole or other location outside the Verizon Wire Center, and not terminated to a fiber patch, are not available to Covad	
8.2.3	Except if and, to the extent required by, Applicable Law, Verizon will not perform splicing (e.g., introduce additional splice points or open existing splice points or cases) to accommodate Covad's request or permit Covad to contract a Verizon approved vendor to perform splicing (e.g., introduce additional splice points or open existing splice points or cases) to accommodate Covad's request.	Except if and, to the extent required by, Applicable Law, Verizon will not perform splicing (e.g., introduce additional splice points or open existing splice points or cases) to accommodate Covad's request.	Issue 43
8.2.9	Except as provided in §§ 8.1.5, 13, and 16 of the UNE Attachment, where a collocation arrangement can be accomplished in a Verizon premises, access to Dark Fiber Loops, Dark Fiber Sub-loops and Dark Fiber IOF that terminate in a Verizon premises, must be accomplished via a collocation arrangement in that Verizon premise. In circumstances where a collocation arrangement cannot be accomplished in a Verizon premises, the Parties agree to negotiate for possible alternative arrangements.	Except as provided in §§ 8.1.5, 13, and 16 of the UNE Attachment, where a collocation arrangement can be accomplished in a Verizon premises, access to Dark Fiber Loops, Dark Fiber Sub-loops and Dark Fiber IOF that terminate in a Verizon premises, must be accomplished via a collocation arrangement in that Verizon premise. In circumstances where a collocation arrangement cannot be accomplished in a Verizon premises, the Parties agree to negotiate for possible alternative arrangements.	Issue 43
8.2.19	Acceptance Testing: After a dark fiber circuit is provisioned, <u>but prior to completion, Verizon will notify Covad that the dark fiber is available for testing and Covad may request testing of the dark fiber circuit to determine actual transmission characteristics. Covad will be charged Verizon's standard time and materials rates for the testing (as set forth in the Pricing Attachment). If Covad subsequently determines that the dark fiber circuit provided by Verizon is not suitable, it must submit a request to cancel disconnect the dark fiber circuit.</u>	Acceptance Testing: After a dark fiber circuit is provisioned, Covad may request testing of the dark fiber circuit to determine actual transmission characteristics. Covad will be charged Verizon's standard time and materials rates for the testing (as set forth in the Pricing Attachment). If Covad subsequently determines that the dark fiber circuit provided by Verizon is not suitable, it must submit a request to disconnect the dark fiber circuit.	Verizon: None Covad: Issue 43
8.2.20.1	<u>Verizon shall provide Covad nondiscriminatory and parity access to fiber maps at the same time and manner that is available to Verizon and/or its affiliate, including any fiber transport maps showing a portion of and/or the entire dark direct and indirect dark fiber routes between any two points specified by the CLEC, TIRKS data, field survey test data, baseline fiber test data from engineering records or inventory management, and other all other available data regarding the location, availability and characteristics of dark fiber. Further, within 30 days of Covad's request Verizon shall provide, at a minimum, the following</u>	A fiber layout map that shows the streets within a Verizon Wire Center where there are existing Verizon fiber cable sheaths. Verizon shall provide such maps to Covad subject to the agreement of Covad, in writing, to treat the maps as confidential and to use them for preliminary design purposes only. Covad acknowledges that fiber layout maps do not show whether or not spare Dark Fiber Loops, Dark Fiber Sub-Loops, or Dark Fiber IOF are available. Verizon shall provide fiber layout maps to Covad subject to a negotiated interval.	Issue 46

Revised Proposed Language Matrix – Florida

Section	Covad Position	Verizon Position	Associated Issue(s)
	<p><u>information for any two points comprising a dark fiber route specified by Covad: a map (hand-drawn, if necessary) showing the spans along the most direct route and two alternative routes (where available), and indicating which spans have spare fiber, no available fiber, and construction jobs planned for the next year or currently in progress with estimated completion dates; the total number of fiber sheaths and strands in between points on the requested routes; the number of strands currently in use or assigned to a pending service order; the number of strands in use by other carriers; the number of strands assigned to maintenance; the number of spare strands; and the number of defective strands. A fiber layout map that shows the streets within a Verizon Wire Center where there are existing Verizon fiber cable sheaths. Verizon shall provide such maps to Covad subject to the agreement of Covad, in writing, to treat the maps as confidential and to use them for preliminary design purposes only. Covad acknowledges that fiber layout maps do not show whether or not spare Dark Fiber Loops, Dark Fiber Sub-Loops, or Dark Fiber IOF are available. Verizon shall provide fiber layout maps to Covad subject to a negotiated interval.</u></p>		
PRICING ATTACHMENT			
1.3	<p><u>1.3 The Charges for a Service shall be the Commission or FCC approved Charges for the Service. Verizon represents and warrants that the charges set forth in Appendix A (attached to this Principal Document) are the Commission or FCC approved charges for Services, to the extent that such rates are available. To the extent that the Commission or the FCC has not approved certain charges in Appendix A, Verizon agrees to charge Covad such approved rates when they become available and on a retroactive basis starting with the effective date of the Agreement stated in the Providing Party's applicable Tariff.</u></p>	<p>The Charges for a Service shall be the Charges for the Service stated in the Providing Party's applicable Tariff</p>	Issue 51
1.4	<p>In the absence of Charges for a Service established pursuant to Section 1.3, the Charges shall be as stated in Appendix A of this Pricing Attachment.</p>	<p>In the absence of Charges for a Service established pursuant to Section 1.3, the Charges shall be as stated in Appendix A of this Pricing Attachment.</p>	Issue 51
1.5	<p>The Charges stated in Appendix A of this Pricing Attachment shall be automatically superseded by Charges</p>	<p>The Charges stated in Appendix A of this Pricing Attachment shall be automatically superseded by any</p>	Issue 51

Section	Covad Position	Verizon Position	Associated Issue(s)
	<p>applicable Tariff Charges. The Charges stated in Appendix A of this Pricing Attachment also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.</p>	<p>applicable Tariff Charges. The Charges stated in Appendix A of this Pricing Attachment also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.</p>	
1.9	<p><u>Notwithstanding anything to the contrary in Sections 1.1 to 1.7 above, Verizon shall provide advance actual written notice to CLEC of any non-tariffed revisions that: (1) establish new Charges; or (2) seek to change the Charges provided in Appendix A. Whenever such rate(s) becomes effective, Verizon shall, within 30 days, provide Covad with an updated Appendix A showing all such new or changed rates for informational purposes only.</u></p>		Issue 52