

UT-031995 (p)

December 3, 2003

NANCY E. DICKERSON
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HAND DELIVERED

Ms. Carole Washburn
Secretary
Washington Utilities and Transportation Commission
P.O. Box 47250
1300 South Evergreen Park Dr. S.W.
Olympia, WA 98504-7250

Re: Petition For Waiver of Certain Provisions of WAC 480-120-560(3)

Dear Ms. Washburn:

Enclosed please find the original and 19 copies of the Petition of Verizon Northwest Inc. for Waiver of WAC 480-120-560(3) in the above-referenced matter.

If you should have any questions, please call Judy Endejan. Her direct line is 206-340-9694. Thank you.

Sincerely,

GRAHAM & DUNN PC



Nancy E. Dickerson
Assistant to Judith A. Endejan

Enclosures

cc Mary Taylor
Greg Kopta
Barb Young
Joan Gage
Patty Nelson
Chuck Carrathers

m29376-461515.doc

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STATE OF WASH.
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BEFORE THE WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION

Petition for Waiver of Certain Provisions of) WAC 480-120-560(3)) <hr style="width: 300px; margin-left: 0;"/>	Docket No.))) PETITION OF VERIZON) NORTHWEST INC. FOR WAIVER OF) WAC 480-120-560(3)
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This petition is brought by Verizon Northwest Inc., 1800 Forty-First Street, Everett, Washington 98201 ("Verizon").

I. RELIEF SOUGHT

Verizon petitions the Commission, pursuant to WAC 480-120-015, for a waiver of the requirement in WAC 480-120-560(2) & (3) regarding implementation intervals for requests for collocation. Verizon requests that the Commission grant a waiver from this rule and allow Verizon to apply the implementation intervals for requests for collocation contained in the terms of the attached Settlement Agreement between Verizon, Covad, AT&T and Sprint, including the proposed terms and conditions at Exhibit 3 thereto ("Attachment A") addressing collocation provisioning issues. Verizon also hereby includes as Attachment B the tariff revisions (Advise No. 3110) that it has filed with the Commission pursuant to Section I.A.1 of the Settlement Agreement to implement Exhibit 3 of that agreement. Verizon originally requested an effective date of November

27, 2003 but has asked for an extension of this effective date until January 15, 2004 to allow for Commission approval to be coincident with the waiver grant requested in this Petition.

For the reasons described in more detail below, this Settlement Agreement is in the public interest. Verizon therefore requests that the Commission issue a waiver from WAC 480-120-560 (2) & (3) on collocation provisioning intervals to the extent that they conflict with the terms and conditions set forth in the Settlement Agreement. In support of its Petition, Verizon states as follows:

II. BACKGROUND

A. The Rule

On November 30, 2002, the Commission filed with the Code Reviser General Order No. R-475 in Docket No. UT-990582¹, which included the newly developed rule regarding provisioning intervals for incumbent local exchange carriers (ILECs) to make collocation space in the incumbents' offices available to competitive local exchange carriers (CLECs).

As adopted, WAC 480-120-560(2) and (3) read as follows:

(2) ILEC response to CLEC order for collocation. Within ten calendar days of receipt of an order for collocation, an ILEC must notify the CLEC whether sufficient space exists in the ILEC premises to accommodate the CLEC's collocation requirements. As part of that notification, the ILEC must also notify the CLEC of any circumstance that may delay delivery of the ordered collocation space and related facilities.

(3) Provisioning collocation. If the ILEC notifies a CLEC that sufficient space exists to accommodate the CLEC's order for collocation, the following procedures apply:

(a) Within twenty-five calendar days of receipt of the order, the ILEC must provide the CLEC with a written quote detailing the nonrecurring and recurring charges applicable to provisioning the ordered collocation. After providing the written quote and upon reasonable notice of a request by the CLEC to verify and inspect the space the ILEC offers for collocation. The

¹ *In the Matter of Adopting WAC 480-120-560 Relating to Telephone Companies' Collocation* filed with the Code Reviser's Office November 30, 2000.

CLEC's acceptance of the written quote and payment of one-half of the nonrecurring charges specified in the quote must be within seven calendar days and does not preclude the CLEC from later disputing the accuracy or reasonableness of those charges.

(b) If the ordered collocation space was included in a periodic forecast submitted by the CLEC to the ILEC at least three months in advance of the order, **the ILEC must complete construction of, and deliver, the ordered collocation space and related facilities within forty-five calendar days** after the CLEC's acceptance of the written quote and payment of one-half of the nonrecurring charges specified in the quote.

(c) If the ordered collocation space was not included in a periodic forecast submitted by the CLEC to the ILEC at least three months in advance of the order, the Commission declines to apply the forty-five calendar day interval in (3)(b) and the national standards adopted by the FCC shall apply. (emphasis supplied).

A. History of the Settlement

Earlier this year, Verizon companies (including Verizon Northwest Inc.), Sprint, Covad and AT&T ("the Parties") negotiated a multi-jurisdictional agreement whose subject matter overlaps with WAC 480-120-560 (2) & (3) on collocation provisioning. The result of these negotiations is the attached Settlement Agreement, which was executed on August 27, 2003.

The terms and conditions contained in the Settlement Agreement and Exhibit 3 to the Settlement Agreement are intended to apply in 28 states (including Washington) and the District of Columbia. The Pennsylvania Public Utility Commission has 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)

III. ARGUMENT: The Settlement Agreement Intervals Are Appropriate Even Though They Do Not Match Those In The Rule.

Allowing a waiver of WAC 480-120-560 (2) & (3), and approval of Verizon's filed tariff (Advice No. 3110) would be in the public interest for several reasons.

The Settlement Agreement required Verizon to file tariff provisions regarding a variety of collocation-related provisioning intervals that are to apply in a wide range of jurisdictions, including Washington. Certain of these provisions vary from the intervals adopted in WAC 480-120-560 (2) & (3). In some instances the agreed-upon interval is shorter than the one set forth in WAC 480-120-560.

For instance, where space is available, under the Settlement Agreement Verizon will proceed with the collocation arrangement and will provide CLECs with a schedule to meet collocation requests within eight business days. The Washington rule, however, gives Verizon 25 days from receipt of an order to provide quotes to a CLEC.

The Settlement Agreement also provides that when a CLEC's collocation application is deficient, Verizon 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 collocation application processing.

In addition, the Settlement Agreement provides for the provisioning of selected augment requests within 45 business days of the application receipt date. There is no similar expedited augment interval in the WAC.

Thus, the Settlement Agreement provides many benefits to CLECs that go beyond the requirements of WAC 480-120-560. The only significant variant between the Settlement Agreement and the rule deals with the actual provisioning interval. Under the Settlement Agreement the physical collocation arrangement implementation interval is 76 business days for all standard assignment requests that were properly

forecast six months prior to the application date. (Settlement Agreement, Exhibit 3 Sec. VII.(A))

WAC 480-120-560(3)(b) requires Verizon to complete an ordered collocation space within 45 calendar days if the ordered collocation space was included in a periodic forecast submitted by a CLEC within three months of the order. If no forecast is provided, the default provisioning interval is 76 business days for initial applications and 45 business days for selected augment applications (both within the application receipt date), consistent with the FCC's Waiver Order DA 00-2528 for the Collocation Reconsideration Order of CC Docket No. 98-147. The parties to the Settlement Agreement recognize that Verizon's ability to meet the WAC interval of 45 calendar days is impossible under normal circumstances, due to the time it takes to engineer, order, deliver, and install transmission and power cables for collocation arrangements.

The Settlement Agreement interval was the result of negotiation between Verizon and three strong CLEC advocates, who are clearly representative of the greater CLEC community. Since the Settlement Agreement interval is acceptable to these competitors, it is in the public interest to grant Verizon a waiver and allow it to conform its Washington tariff and practices to the Settlement Agreement.

The Settlement Agreement 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. The Settlement Agreement gives CLECs a longer time period within which to submit forecasts in exchange for a slightly longer provisioning interval. It will allow Verizon to forecast CLEC demand for collocation services and manage its provisioning of those services more effectively.

Failure to grant a waiver of WAC 480-120-560 (2) & (3) under these circumstances would create a substantial hardship for the parties to the Settlement

Agreement. 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. Carving out Washington from the Settlement Agreement's standard provisioning intervals would create unnecessary administrative burdens for the companies. Therefore, the Commission should waive WAC 480-120-560 (2) & (3) and allow Verizon and CLECs seeking to collocate at Verizon facilities to benefit from the Settlement Agreement.

conclusion

Wherefore, Verizon respectfully requests that the Commission approve this Petition for waiver of the provisions of WAC 480-120-560(2)&(3) and approve Verizon Advice 3101, the tariff revisions specified in Attachment B to this Petition.

RESPECTFULLY SUBMITTED this 3rd day of December 2003.

VERIZON NORTHWEST INC.

By Judith A. Endejan
Judith A. Endejan, WSBA# 11016
Email: jendejan@grahamdunn.com
Attorneys for Verizon Northwest Inc.

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

Ellen Mc Graw

For: AT&T Corporation and its affiliates

8/18/03

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 Washington Utilities and Transportation Commission for prompt resolution. 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

October 24, 2003

Advice No. 3110

Ms. Carole J. Washburn, Executive Secretary
Washington Utilities and
Transportation Commission
Chandler Plaza Building
1300 S. Evergreen Park Drive SW
Olympia, Washington 98504

Dear Ms. Washburn:

Verizon Northwest Inc. submits for filing Advice No. 3110 containing the attached tariff sheets to become part of the Local Network Access Services Collocation Tariff, WN U-20.

This filing is made to comply with the terms and conditions of an Agreement executed on August 27, 2003 between Verizon and AT&T, Sprint, and Covad. The Agreement was reached to settle Pennsylvania Public Utility Commission Docket No. R-00038348 and serves as a complete and final settlement with respect to Verizon Northwest Inc. collocation provisioning intervals.

Sections of the tariff that address joint planning and implementation intervals for physical and virtual collocation, forecasting and use of data, collocation capacity, vendor delays, vendor capacity, space availability, and raw space conversion are being amended to align with Exhibit 3 of the Agreement. The Agreement and Exhibits are enclosed.

There is no revenue impact for this filing. A copy of the Public Notice is attached. The requested effective date is November 27, 2003.

If there are questions regarding this filing, please contact Lin Fogg at (425) 261-6380.

Very truly yours,

Allan T. Thoms
Vice President – Public Policy and External Affairs

Attachments
(WAIGOU-20-0098)

Ms. Carole J. Washburn
October 24, 2003
Advice No. 3110

Attachment A

Local Network Access Services, Collocation Service Tariff, WN U-20

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**VERIZON NORTHWEST INC.
EVERETT, WASHINGTON**

NOTICE

Verizon Northwest Inc. filed Advice No. 3110 with the Washington Utilities and Transportation Commission at Olympia to become part of the Local Network Access Services Collocation Service Tariff, WN U-20.

This filing is made to comply with the terms and conditions of an Agreement executed on August 27, 2003 between Verizon and AT&T, Sprint, and Covad. The Agreement was reached to settle Pennsylvania Public Utility Commission Docket No. R-00038348 and serves as a complete and final settlement with respect to Verizon Northwest Inc. collocation provisioning intervals.

Sections of the tariff that address joint planning and implementation intervals for physical and virtual collocation, forecasting and use of data, collocation capacity, vendor delays, vendor capacity, space availability, and raw space conversion are being amended to align with Exhibit 3 of the Agreement. The Agreement and Exhibits are enclosed.

There is no revenue impact for this filing. A copy of the Public Notice is attached. The requested effective date is November 27, 2003.

A copy of this tariff is available for public inspection at the following Verizon Plus store locations:

189 Cascade Mall Drive
Burlington
Burlington Verizon Phone Mart

1402 SE Everett Mall Way
Everett
Everett Verizon Phone Mart

511 Valley Mall Parkway
East Wenatchee
East Wenatchee Verizon Phone Mart

18700 - 33rd Ave. West, Suite D
Lynnwood
Alderwood Verizon Phone Mart

Posted at _____

by _____

Post in above business offices.

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LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

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Advice No. 3110

Issued: October 24, 2003
 Issued by Verizon Northwest Inc.
 By Allan T. Thoms, Vice President-Public Policy and External Affairs

Effective: November 27, 2003

LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

3. ORDERING CONDITIONS (Cont'd)

3.1 Application (Cont'd)

(C) Reserved for Future Use

(D) (T)

(D)

(D) Changes

The first application form submitted by the CLP shall be designated the original application. Original applications for collocation arrangements that have not been inspected and approved by the Company are subject to requests for minor or major changes to the services requested in the application. Changes will not be initiated until a completed application has been submitted along with the appropriate Engineering Fee, if applicable.

Major changes are requests that add telecommunications equipment that requires additional AC or DC power systems; heating, ventilation and air conditioning (HVAC) system modifications; or change the size of the cage. At the election of the CLP, major changes may be handled in one of the following two methods to the extent technically feasible.

LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

3. ORDERING CONDITIONS (Cont'd)

3.2 Space Availability

Subject to forecasting requirements, the Company will inform the CLP whether space is available to (T)
accommodate the CLPs request within eight (8) business days after receipt of an application. The Company's (T)
response will be one of the following: (T)

- (1) There is space and the Company will proceed with the arrangement.
- (2) There is no space. The Company will proceed in accordance with tariff provisions pertaining to (T)
verification of space limitations. (T)
- (3) There is no readily available space, however, the Company will determine whether space can be
made available and will notify the CLP within twenty (20) business days. At the end of this period, the
Company will proceed as described in (1) or (2) above.

3.3 Collocation Schedule

If space is available, the Company will provide to the CLP a collocation schedule describing the Company's
ability to meet the physical collocation request within eight (8) business days. The CLP 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 CLP in order to complete the application. A CLP that resubmits a revised (D)
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. (N)

3.4 ASR

Upon notification of available space, the CLP will be required to send a completed Access Service Request
(ASR) form to the Company's collocation point of contact. A copy of an ASR form is included in the Collocation
Services Packet.

LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

3. ORDERING CONDITIONS (Cont'd)

3.7 Relocation

CLP 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 CLP will be responsible for all costs associated with the relocation of its equipment.

4. INSTALLATION AND OPERATION

4.1 Joint Planning and Implementation Intervals for Physical Collocation

(T)

(A) The Company and CLP shall work cooperatively in meeting the standard implementation milestones and deliverables as determined during the joint planning process. The physical (Caged and Cageless) implementation interval is seventy-six (76) business days for all standard arrangement requests which were properly forecast six (6) 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 fifteen (15) business days resulting in a ninety-one (91) business day interval. The interval for collocation augments which were properly forecasted six (6) months prior to the application date, subject to tariff provisions for forecasting and capacity, is forty-five (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 CLP 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 to 4-wire voice grade terminations (minimum of 100 – maximum of 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 CLP 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 CLP 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 CLP can demonstrate other good cause or causes to the Company that the CLP's cross-connect capacity may be exceeded by the end of the 45 business day augment interval.

(N) (T)
(N) (T)
(T)
(C)
(K¹) (C)
(M) (K¹)
(T)
(K²)(T)

(M)
(N)
(N)
(M)

(M) (T)
(K²)(T)
(N)

(N)

(K¹) Material transferred to 2nd Revised Sheet 15.1.
(K²) Material transferred to 2nd Revised Sheet 15.
(M) Material moved from 2nd Revised Sheet 15.1.

LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

4. INSTALLATION AND OPERATION

4.1 Joint Planning and Implementation Intervals for Physical Collocation

- (T)
- (B) For 2-wire to 4-wire voice grade conversions, all pairs must be spare and in consecutive 100 pair counts. (M²)(T) (K)
- (C) The following standard implementation milestones, in business days, will apply unless the CLP and Company jointly decide otherwise: (M¹)(T)
- Day 1 – CLP submits completed application and associated fee. (T)
 - Day 8 – The Company notifies CLP that request can be accommodated and advises of due date. (C) (N)
 - Day 17 – CLP notifies the Company of its intent to proceed and submits 50% payment. (M¹)(C) (K)
 - Day 30 - Material ships and is received at vendor warehouse; CLP provided splitters delivered to vendor warehouse (Line Sharing Option C only, and applicable only where the CLP is eligible for line sharing/line splitting.) (N) (D)
 - Day 45 – Augment (as defined herein) completes. (N)
 - Day 76 – The Company and CLP attend a collocation acceptance meeting and the Company turns over the collocation arrangement to the CLP. Day 76 also applies to completion of other augments not defined herein. (M¹)(T) (M¹)(N) (N) (T)
- (D) The forty-five (45) business day interval is subject to the following requirements: (M²)(T)
- Infrastructure to support the requested augment must be in place (e.g. cable racking from collocation space to distribution frames, relay racks for splitter shelves (Option C), frame capacity for termination blocks, cable holes, fuse positions at existing BDFBs, etc.). (N)
 - The CLP must install sufficient equipment in its collocation space to support the requested terminations/facilities. (D)
 - In large central office premises with complex cable runs (i.e. multiple floors), the Company may request to negotiate extensions to the forty-five (45) day interval. (D) (C) (M²)

(K) Material transferred to 2nd Revised Sheet 15.1.
(M¹) Material moved from 2nd Revised Sheet 14.
(M²) Material moved from 2nd Revised Sheet 15.1.

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Canceling
1st Revised Sheet 15.1

LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

4. INSTALLATION AND OPERATION

4.1 Joint Planning and Implementation Intervals for Physical Collocation

- (E) A preliminary schedule will be developed outlining major milestones. The CLP and the Company control various interim milestones they must complete in order to meet the overall intervals. The interval clock will stop, and the final due date will be adjusted accordingly, for each milestone the CLP misses (day for day). When the Company becomes aware of the possibility of vendor delays, the Company will first contact the CLP to attempt to negotiate a new interval. If the Company and the CLP cannot agree, the dispute will be submitted to the Commission for prompt resolution. The Company and CLP shall conduct additional joint planning meetings, as reasonably required, to ensure that all known issues are discussed and to address any that may impact the implementation process. The Company will permit the CLP to schedule one escorted visit to the CLP's collocation space during construction. The applicable labor rates in Section 14 following 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 CLP 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 CLP work does not impair or interfere with the Company in completing the Company's work. Prior to the CLP beginning the installation of its equipment, the CLP must sign a conditional acceptance of the collocation arrangement. If the CLP elects to accept the space prior to the scheduled completion, occupancy fees shall commence upon signing a conditional acceptance of the space by the CLP.
- (F) Interval for non-standard arrangement, including, but not limited to, adjacent collocation shall be mutually agreed upon by the CLP and the Company.
- (G) 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 CLP of the time estimate as soon as possible.

(T)
(K¹) (M¹) (C)
(C)
(C)
(K¹) (M¹) (N)
(K²)
(N)
(M²) (T)
(M²)
(T) (N)
(N)
(K²)

(K¹) Material transferred to 2nd Revised Sheet 14.
(K²) Material transferred to 2nd Revised Sheet 15.
(M¹) Material moved from 2nd Revised Sheet 15.
(M²) Material moved from 2nd Revised Sheet 14.

(D)
(D)

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Canceling
Original Sheet 15.1.1

LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

4. INSTALLATION AND OPERATION (Cont'd)

4.2 Forecasting and Use of Data

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

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 CLPs to determine the required space to be conditioned. If the Company commits to condition space based on forecasts, CLPs 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 forecasts in staffing decisions and will enter into planning discussions with forecasting CLPs to validate forecasts, discuss flexibility in potential trouble areas, and assist in application preparation. (N)

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 CLP at the time the application is received. In general, if forecasts are received less than two (2) months prior to the application date, the interval start day may be postponed as follows: (N)

- No forecast: Interval Start Date commences 2 months after application receipt date. (T)
- Forecast received 1 month or less prior to application receipt date: Interval Start Date commences 2 months after application receipt date. (T)
- 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. (T)
- Forecast received two (2) months or more prior to application receipt date: Interval start date commences on the application receipt date. (D) (N)

(D)

Advice No. 3110

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Issued by Verizon Northwest Inc.
By Allan T. Thoms, Vice President-Public Policy and External Affairs

Effective: November 27, 2003

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LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

4. INSTALLATION AND OPERATION (Cont'd)

4.3 Collocation Capacity

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 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 CLPs. If the Company and the CLP 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 CLP forecasts, the CLPs refusing to smooth demand as described in the preceding paragraph will be held accountable for the accuracy of their forecasts. (T)
(T)

4.4. Vendor Capacity

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

4.5 Responsibility for 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. (T)
(T)

LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

16. VIRTUAL COLLOCATION

16.1 Description

Under virtual collocation, the Company installs and maintains CLP provided equipment, which is dedicated to the exclusive use of the CLP in a collocation arrangement. A CLP provides fiber-optic facilities through Company entrance manholes for connection to the CLP 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 CLP's location, the fiber optic cable remains the CLP's responsibility, with the CLP performing all servicing and maintaining full ownership. If the CLP is purchasing Company provided unbundled interoffice facilities as transport, the CLP 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.

If the CLP requests virtual collocation of equipment other than the standard virtual arrangement, the CLP and Company will mutually agree upon the type of equipment to be virtually collocated.

16.2 Implementation Intervals and Planning

The Company and the CLP shall work cooperatively to jointly plan the implementation milestones. The Company and the CLP 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 CLP-provided transmission equipment and for training.

The Company will notify the CLP of issues or unanticipated delays, as they become known. The Company and the CLP 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.

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 CLP shall deliver the virtual collocation equipment to the Company premises by business day (T) (N) 40. The Company and the CLP shall work cooperatively to schedule each site on a priority-based order. The (N) Company and the CLP shall mutually agree upon intervals for non-standard arrangements.

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By Allan T. Thoms, Vice President-Public Policy and External Affairs

Effective: November 27, 2003

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LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

16. VIRTUAL COLLOCATION(Cont'd)

16.3 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.

16.4 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 CLP within eight business days of the results of this review and site survey. (C)

The dedicated terminal equipment inside the Company's premises shall be provided by the CLP 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 CLP will remove the equipment. The CLP 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 CLP may hire the same approved contractors directly for installation, maintenance or repair of CLP designated equipment.

Where the Company does not use contractors, CLP designated equipment and CLP 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 CLP designated equipment under the same timeframe and standards as its own equipment.

CLP personnel are not allowed on the Company premises to maintain and repair on virtual collocation equipment.

The Company shall monitor local premises and environmental alarms to support the equipment. The Company will notify the CLP 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 16.11 following).