Verizon business

Litigation and Regulatory 5055 North Point Pkwy Alpharetta, GA 30022

October 30, 2008

VIA E-FILING

Ms. Beth Salak, Director Division of Competitive Markets and Enforcement Florida Public Service Commission Attn: Tariff Section 2540 Shumard Oak Boulevard Tallahassee, Florida 32399-0850

RE: <u>Verizon Access Transmission Services: Price List No. 2</u> Transmittal Letter No. 08-08 Revise Verizon Business Service 90 Day Satisfaction Guarantee and Verizon Business Service Install Guarantee Language, and Introduce Calling Plans

Dear Ms. Salak:

On September 29, 2008, MCImetro Access Transmission Services LLC d/b/a Verizon Access Transmission Services ("Verizon Access") filed with your office revisions to its F.P.S.C. Price List No. 2 with an effective date of October 1, 2008. The purpose of these revisions is to 1) revise the Verizon Business Service 90 Day Satisfaction Guarantee and Verizon Business Install Guarantee language; and 2) introduce the following Calling Plans: Regional Checkbook 2006 Monthly Option Plan, Checkbook 2006 Monthly Option Plan, Verizon Business Services Billing Guarantee Plan, Checkbook Plan 2004, and Regional Checkbook Plan 2004.

Per my discussion with Ms. Brenda Hawkins, Verizon Access would like to file the attached replacement filing to revise eligibility language under the Regional Checkbook 2006 Monthly Option Plan, Checkbook 2006 Monthly Option Plan, Checkbook Plan 2004, and Regional Checkbook Plan 2004.

Letter to Ms. Beth Salak October 30, 2008 Page 2

If you have any questions regarding this filing, please contact me either at (888) 215-5680 or sandy.chandler@verizonbusiness.com.

Respectively submitted Sandy Chandler Tariff Manager Verizon Business

Enclosure

MCImetro ACCESS TRANSMISSION SERVICES LLC d/b/a VERIZON ACCESS TRANSMISSION SERVICES

F.P.S.C. PRICE LIST NO. 2 174TH REVISED SHEET NO. 2 CANCELS 173RD REVISED SHEET NO. 2

LOCAL EXCHANGE SERVICE

CHECK SHEET

Pages 1 - 163 inclusive of this price list are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original price list in effect on the date indicated.

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* New or Revised Page

Sandy Chandler Tariff Manager 5055 North Point Pkwy, 2nd FL Alpharetta, GA 30022

MCImetro ACCESS TRANSMISSION SERVICES LLC d/b/a VERIZON ACCESS TRANSMISSION SERVICES

F.P.S.C. PRICE LIST NO. 2 25TH REVISED SHEET NO. 5.5 CANCELS 24TH REVISED SHEET NO. 5.5

LOCAL EXCHANGE SERVICE

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MATERIAL PREVIOUSLY LOCATED ON THIS SHEET CAN NOW BE FOUND ON SHEET NO. 5.6.

* New or Revised Page

Issued: September 29, 2008

Sandy Chandler Tariff Manager 5055 North Point Pkwy, 2nd FL Alpharetta, GA 30022 Effective: October 1, 2008

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MCImetro ACCESS TRANSMISSION SERVICES LLC d/b/a VERIZON ACCESS TRANSMISSION SERVICES

LOCAL EXCHANGE SERVICE

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ALL MATERIAL LOCATED ON THIS SHEET WAS PREVIOUSLY FOUND ON SHEET NO. 5.5.

* New or Revised Page

Issued: September 29, 2008

Sandy Chandler Tariff Manager 5055 North Point Pkwy, 2nd FL Alpharetta, GA 30022 Effective: October 1, 2008

MCImetro ACCESS TRANSMISSION SERVICES LLC d/b/a VERIZON ACCESS TRANSMISSION SERVICES

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LOCAL EXCHANGE SERVICE

11. CALLING PLANS

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Employee Benefit Plan II 1/

The Employee Benefit Plan II is available to new and existing customers who are also members of a qualified commercial affinity group or employees of a participating affinity of the Company.

Customers enrolled in this plan will receive the following benefits:

A 10% discount off the monthly recurring charge for Residential RLA Service in each month they remain subscribed to Residential RLA Service. By subscribing to this service customers understand all other rates, terms and conditions applicable to Residential RLA Service shall apply.

A 5% discount off the monthly recurring charge for Residential RLH Service in each month they remain subscribed to Residential RLH Service. By subscribing to this service customers understand all other rates, terms and conditions applicable to Residential RLH Service shall apply.

Verizon Business Services 90 Day Satisfaction Guarantee Plan

<u>Offer</u>: Subject to the Conditions below, a Customer signing a new Verizon Business service agreement ("Agreement") may terminate such Agreement (and all services under it) at any time within 90 days of the Agreement Effective Date by providing written notice of termination to Verizon within that 90-day period.

Eligibility: Customer:

- must sign the Agreement including this promotion, and submit it to Company; and,

- may not have had any Verizon billing for services received within the 90 days before signing the Agreement.

Other Conditions:

Customer must provide Company with at least 30 days written notice in advance of their requested date of termination in accordance with the Notice provision in the Agreement (longer notice is required for international service). Company will implement that termination within 60 days of the date it receives Customer notification.

Customers who terminate service by invoking this 90 Day Satisfaction Guarantee will be required to repay all credits, including installation credits, received up to the service termination date, as well as the pro-rata value of any promotional benefits for which Customer has not met the full requirements for those benefits (including without limitation any credits already received or charges waived).

Customer will have no obligation to fulfill any Annual Volume Commitment applicable under the Agreement.

MATERIAL PREVIOUSLY LOCATED ON THIS SHEET CAN NOW BE FOUND ON SHEET NO. 145.0.1.

Beginning February 23, 2006, this service will no longer be available to new subscribers.

Issued: September 29, 2008

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Sandy Chandler Tariff Manager 5055 North Point Pkwy, 2nd FL Alpharetta, GA 30022 Effective: October 1, 2008

LOCAL EXCHANGE SERVICE

CALLING PLANS

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Verizon Business Services Install Guarantee Plan

Offer: Subject to the Conditions below, a Customer signing a new Verizon Business service agreement ("Agreement") is eligible to receive a credit if Company fails to install an eligible service ordered under the Agreement and this tariff so that it is available to Customer for use on or before the date Company has told Customer it will be installed and available for Customer use ("Late Installation"). The credit amount will equal the amount paid by Customer for the installation of the service subject to the Late Installation, and will be applied against charges for interstate service under the Agreement, excluding third-party charges, passthrough charges and expedite charges.

Eligibility:

- Customer must execute the Agreement including this plan, and submit it to Company;

- Customer must successfully submit a completed Installation Commitment Submission Form, using the online process established by Company for this purpose (https://customercenter.verizon.com/installguarantee), within 30 days of the date Company has told the Customer the service will be installed and available for Customer use;

- the Late Installation must not result from a Customer change to an order or any other Customer act or omission;

- eligible services must be provided and located entirely in the U.S. Mainland; and

- eligible services are those provided under the Agreement by an MCI Legacy Company.

Other Conditions:

Customer may not receive any discounts based on term and volume commitments, excluding affinity program discounts, or the benefits of a Special Customer Arrangement (SCA) or Product Package, other than Product Packages, (other than Product Packages Guide Types 13, 14, 15, 16, 18, 19, 20, 21, 22 and 23) as provided in the "Service Publication and Price Guide" (The Guide) located on the Company's website at <u>www.verizonbusiness.com/publications/service_guide</u> ("Companion Interstate Service").

The credit amount is based on Company installation charges only. Vendor, LEC or other third-party installation charges are not included in the credit amount.

The credit may only be applied against invoices for services provided, under this Agreement, by MCI Legacy Company.

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ALL MATERIAL LOCATED ON THIS SHEET WAS PREVIOUSLY LOCATED ON SHEET NO. 145.

Sandy Chandler Tariff Manager 5055 North Point Pkwy, 2nd FL Alpharetta, GA 30022

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LOCAL EXCHANGE SERVICE

11. CALLING PLANS

25. Regional Checkbook 2006 Monthly Option Plan

<u>Offer</u>: Subject to the Conditions below, a Customer signing a new Verizon Business service agreement ("Agreement"), Customer will receive a monthly credit, not to exceed \$100,000 per Customer, equal to 10 percent of the Customer's Total Volume Commitment (defined as the Annual Volume Commitment multiplied by the number of years in the initial Term) of the Agreement (the "Checkbook Credit").

Customer will receive the first credit in the 3rd month following the Effective Date of the Agreement. The amount received will also include the credit amounts for months 1 and 2. The remaining credit amount will be divided into equal amounts for the remaining months of the initial Term (months 4 through 12 for a one year Term; months 4 through 24 for a two year Term and months 4 through 36 for a 3, 4, or 5 year Term).

Eligibility: Customer must:

- enroll in this Regional Checkbook 2006 Monthly Option Plan in a signed Agreement with the Company;

- execute a contract after April 18, 2006 with a minimum one-year Term under which Customer subscribes to one or more of the following MCI Legacy Company-provided services: U.S. Private Line Services, Verizon Business Services (VBS) II and VBS III Long Distance Voice Services, and/or Local Service-CLEC service; and,

- demonstrate to the Company's reasonable satisfaction that it will accept a competitor's offer in the absence of any further inducement from the Company to subscribe to, or remain subscribed to MCI Legacy Company-provided service.

Other Conditions:

Customer may not receive (i) any discounts or (ii) the benefits of: any Special Customer Arrangement (SCA) or Product Package, (other than Product Package Guide Types 18, 19, 20, 21, 22 and 23) as provided in the Company's "Service Publication and Price Guide" (The Guide) located on the Company's website at www.verizonbusiness.com/publications/service_guide ("Companion Interstate Service"); Checkbook Promotion/Plan 2004; Regional Checkbook Promotion/Plan 2004; and Checkbook 2006 Monthly Option Promotion/Plan.

The Checkbook credit may not be applied against taxes, charges for unauthorized calls, prior outstanding balances owed to Company, termination or underutilization charges associated with term plans or program commitments, or disputed charges.

If Customer terminates the Agreement prior to the month the next credit is to be applied, Customer will not be eligible for that month's credit and any unused credit amount at the time of termination is forfeited.

The maximum cumulative credit that a Customer may receive under this plan is \$100,000.

The credit may only be applied against invoices for services provided, under this Agreement, by an MCI Legacy Company.

LOCAL EXCHANGE SERVICE

11. CALLING PLANS

26. Checkbook 2006 Monthly Option Plan

Offer: Subject to the Conditions below, a Customer signing a new Verizon Business service agreement ("Agreement"), Customer will receive a monthly credit, not to exceed \$100,000 per Customer, equal to 5 percent of the Customer's Total Volume Commitment (defined as the Annual Volume Commitment multiplied by the number of years in the initial Term) of the Agreement (the "Checkbook Credit").

Customer will receive the first credit in the 3rd month following the Effective Date of the Agreement. The amount received will also include the credit amounts for months 1 and 2. The remaining credit amount will be divided into equal amounts for the remaining months of the initial Term (months 4 through 12 for a one year Term; months 4 through 24 for a two year Term and months 4 through 36 for a 3, 4, or 5 year Term).

Eligibility: Customer must:

- enroll in this Checkbook 2006 Monthly Option Plan in a signed Agreement with the Company;

- execute a contract after April 18, 2006 with a minimum one-year Term under which Customer subscribes to one or more of the following MCI Legacy Company-provided services: U.S. Private Line Services, Verizon Business Services (VBS) II and VBS III Long Distance Voice Services, and/or Local Service-CLEC service; and,

- demonstrate to the Company's reasonable satisfaction that it will accept a competitor's offer in the absence of any further inducement from the Company to subscribe to, or remain subscribed to MCI Legacy Company-provided service.

Other Conditions:

Customer may not receive (i) any discounts or (ii) the benefits of: any Special Customer Arrangement (SCA) or Product Package, (other than Product Package Guide Types 18, 19, 20, 21, 22 and 23) as provided in the Company's "Service Publication and Price Guide" (The Guide) located on the Company's website at

www.verizonbusiness.com/publications/service_quide ("Companion Interstate Service"); Checkbook Promotion/Plan 2004; Regional Checkbook 2006 Monthly Option Promotion/Plan.

The Checkbook credit may not be applied against taxes, charges for unauthorized calls, prior outstanding balances owed to Company, termination or underutilization charges associated with term plans or program commitments, or disputed charges.

If Customer terminates the Agreement prior to the month the next credit is to be applied, Customer will not be eligible for that month's credit and any unused credit amount at the time of termination is forfeited.

The credit may only be applied against invoices for services provided, under this Agreement, by an MCI Legacy Company.

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LOCAL EXCHANGE SERVICE

CALLING PLANS

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27. Verizon Business Services Billing Guarantee Plan

Offer: Subject to the Conditions below, a Customer signing a new Verizon Business service agreement ("Agreement") including an Eligible Service (defined below) will be eligible to receive a credit if, with respect to an Eligible Service, Company fails to do either of the following:

- Respond to a Customer billing inquiry by sending Customer a Resolution Letter (defined below) addressing that inquiry within 45 days of the date Customer submits a Billing Inquiry Form (defined below); and/or,
- Provide Customer with an invoice that reflects the result of that resolution within the first two invoices following the date of the Resolution Letter.

The amount of the credit that a Customer can receive is indicated in the table below, based on the Annual Volume Commitment in Customer's Agreement.

Annual Volume Commitment	Credit
Less than \$60,000	\$500
\$60,000 - \$300,000	\$1,250
\$300,001 - \$600,000	\$2,500
Greater than \$600,000	\$5,000

Definitions: For purposes of this plan offering only, the following definitions apply:

Billing Accuracy Response: Company's written confirmation to Customer of receipt of a Billing Inquiry Form.

Billing Issue: An invoiced charge for MCI Legacy Company-provided service which Customer alleges to differ from the rate specified in Customer's written agreement for that service and which is not in the Customer's favor.

Eligible Service: Long Distance Voice Services-CLEC and U.S. Private Line Services.

<u>Resolution Letter</u>: Company's written notice to Customer in response to a Billing Inquiry Form submission which specifies Company's determination, in the Company's sole discretion, of the rate set forth in Customer's written agreement for the charge which is the basis of Customer's billing issue.

Eligibility:

- Customer must successfully submit a completed Billing Inquiry Form, using the online process established by Company for this purpose (https://customercenter.verizon.com/billingguarantee), within 60 days of the date of the affected invoice, concerning invoiced charges that differ adversely from the charges due under Customer's Agreement and applicable tariffs; and eligible services must be provided and located entirely in the U.S. Mainland.

In order for a Billing Issue to be eligible:

Customer must notify the Company of the Billing Issue via a completed Billing Inquiry Form, which is found at a Companydesignated Internet site, and which must be received by the Company within 60 days of the date of the invoice on which the Billing Issue appears;

the rate or charge which is the basis of a Billing Issue must be a charge for an Eligible Service; and,

the rate or charge which is the basis of a Billing Issue may not be, in the Company's sole determination:

- the subject of another Customer Billing Inquiry Form;

- a pass-through charge or a charge imposed by a third party charges, tax, or Governmental charge or surcharge or the subject of a claim of fraud; and/or

- one for which Customer has received an alternative credit or other credit to resolve the Billing Issue.

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LOCAL EXCHANGE SERVICE

11. CALLING PLANS

27. Verizon Business Services Billing Guarantee Plan (Cont.)

The Billing Inquiry Form must specify a single Billing Issue and:

the Customer's Company account number; the date of the invoice containing the Billing Issue; the service type of the Billing Issue; and, a description of the Billing Issue.

Customer must supply to Company any additional information requested by Company within three business days of the request.

Other Requirements:

Customer may not receive more than one credit for any and all invoices dated in the same month, regardless of the number of its agreements, services, or billing inquiries. If a similar issue arises in a subsequent month, Customer may submit a new Billing Inquiry Form for that subsequent month (subject to the one-credit-per-month limitation stated in the preceding sentence).

Company will determine whether any credit is due, the credit amount, and the account level at which the credit will be applied, in its sole discretion.

If the Agreement's Initial Term expires, or if Customer terminates the Agreement or the service to which the Billing Inquiry Form relates prior to the month the credit is to be applied, Customer will not be eligible for the credit and any unused credit amount at the time of termination of service will be forfeited by the Customer.

The credit may only be applied against invoices for services provided, under this Agreement, by MCI Legacy Company.

Customer may not receive any discounts based on term and volume commitments, excluding affinity program discounts, or the benefits of a Special Customer Arrangement (SCA) or Product Package, other than Product Packages Guide Types 13, 14, 15, 16, 18, 19, 20, 21, 22 and 23 on Eligible Service as provided in the Company's "Service Publication and Price Guide" (The Guide) located on the Company's website at <u>www.verizonbusiness.com/publications/service_guide</u> ("Companion Interstate Service").

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LOCAL EXCHANGE SERVICE -

11. CALLING PLANS

28. Checkbook Plan 2004

<u>Offer:</u> Subject to the Conditions below, a Customer signing a new Verizon Business service agreement ("Agreement"), Customer will receive a credit, not to exceed \$100,000 per Customer, equal to 5% of the Total Volume Commitment (defined as the Annual Volume Commitment multiplied by the number of years in the initial Term) of the Agreement (the "Checkbook Credit") which Customer will receive as a credit on an invoice.

Invoice Credit; For Customers who elect to receive the credit as an invoice credit, the credit will be applied:

in the sixth monthly period following the Effective Date of the Agreement for a Customer who commits to a 1-year Agreement Term,

in an amount which equals 50 percent of the credit amount in each of the sixth and eighteenth monthly periods following the Effective Date of the Agreement for a Customer who commits to a 2-year Agreement Term, and

in an amount which equals 33.33 percent of the credit amount in each of the sixth, eighteenth and thirtieth monthly periods following the Effective Date of the Agreement for a Customer who commits to an Agreement Term which equals or exceeds three years.

Eligibility: Customer must:

- enroll in this Checkbook Plan 2004 in a signed Agreement with the Company;

 - execute a contract for service after December 1, 2003 under which Customer subscribes under term of service which equals or exceeds one year to U.S. Private Line Services, Verizon Business Services (VBS) II and VBS III Long Distance Voice Services, and/or MCI Legacy Company-provided exchange service; and,

- demonstrate to the Company's reasonable satisfaction that it will accept a competitor's offer in the absence of any further inducement from the Company to subscribe to, or remain subscribed to MCI Legacy Company-provided service.

Other Conditions:

Customer may not receive (i) any discounts or (ii) the benefits of: any Special Customer Arrangement (SCA) or Product Package, other than Product Package Guide Types 13, 14, 15, 16, 18, 19, 20, 21, 22 and 23 as provided in the Company's "Service Publication and Price Guide" (The Guide) located on the Company's website at <u>www.verizonbusiness.com/publications/service_quide</u> ("Companion Interstate Service"); and, Regional Checkbook Promotion/Plan 2004.

The Checkbook credit may not be applied against taxes, charges for unauthorized calls, prior outstanding balances owed to Company; termination or underutilization charges associated with term plans or program commitments, or disputed charges.

If Customer terminates all services under the Agreement prior to the month a credit is to be applied, the Customer will not be eligible to receive the credit and any unapplied credit amount at the time of termination of service will be forfeited by Customer.

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LOCAL EXCHANGE SERVICE

11. CALLING PLANS

29. Regional Checkbook Plan 2004

<u>Offer:</u> Subject to the Conditions below, a Customer signing a new Verizon Business service agreement ("Agreement"), Customer will receive a credit, not to exceed \$100,000 per Customer, equal to 10% of the Total Volume Commitment (defined as the Annual Volume Commitment multiplied by the number of years in the initial Term) of the Agreement (the "Checkbook Credit") which Customer will receive as a credit on an invoice.

Invoice Credit: For Customers who elect to receive the credit as an invoice credit, the credit will be applied:

in the sixth monthly period following the Effective Date (as defined in the Agreement) of Customer's Agreement for a Customer who commits to a 1-year Agreement Term,

in an amount which equals 50 percent of the credit amount in each of the sixth and eighteenth monthly periods following the Effective Date of the Agreement for a Customer who commits to a 2-year Agreement Term, and

in an amount which equals 33.33 percent of the credit amount in each of the sixth, eighteenth and thirtieth monthly periods following the Effective Date of the Agreement for a Customer who commits to an Agreement Term which equals or exceeds three years.

Eligibility: Customer must:

- enroll in this Regional Checkbook Plan 2004 in a signed Agreement with the Company;

- execute a contract for MCI Legacy Company-provided service after December 1, 2003 under which Customer subscribes under term of service which equals or exceeds one year U.S. Private Line Services, Verizon Business Services (VBS) II and VBS III Long Distance Voice Services, and/or MCI Legacy Company-provided exchange service; and,

- demonstrate to the Company's reasonable satisfaction that it will accept a competitor's offer in the absence of any further inducement from the Company to subscribe to, or remain subscribed to MCI Legacy Company-provided service.

Other Conditions:

Customer may not receive (i) any discounts or (ii) the benefits of: any Special Customer Arrangement (SCA) or Product Package, other than Product Package Guide Types 13, 14, 15, 16, 18, 19, 20, 21, 22 and 23 as provided in the Company's "Service Publication and Price Guide" (The Guide) located on the Company's website at

www.verizonbusiness.com/publications/service_guide ("Companion Interstate Service"); and Checkbook Promotion/Plan 2004.

The Checkbook credit may not be applied against taxes, charges for unauthorized calls, prior outstanding balances owed to Company, termination or underutilization charges associated with term plans or program commitments, or disputed charges.

If Customer terminates all services under the Agreement prior to the month the credit is to be applied, the Customer will not be eligible to receive the credit and any unapplied credit amount at the time of termination of service will be forfeited by Customer.

The credit may only be applied against invoices for services provided, under this Agreement, by MCI Legacy Company.