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September 15, 2005

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

Dear Ms. Salak:

Attached are copies of a new tariff page filed as part of Verizon Florida Inc. Facilities for Intrastate Access Tariff. Impacted tariff sheets are listed on Attachment A.

The purpose of this filing is to remove obsolete balloting and allocation equal access language.

If you require additional information, please contact Carlton A. Ball at (813) 483-2529.

Sincerely,
David M. Christian
Assistant Vice President
Regulatory Affairs Florida

DMC:sv
Attachments

Attachment A

**VERIZON FLORIDA INC.
FACILITIES FOR INTRASTATE ACCESS**

13. Miscellaneous Services

Third Revised Page 7
Ninth Revised Page 8
First Revised Page 8.1
Eighth Revised Page 9
Third Revised Page 9.1

13. MISCELLANEOUS SERVICES

13.5 Balloting and Allocation Process for Equal Access (Cont'd)

(C) (Held for Future Use)

(D) (Held for Future Use)

(D)

(D)

13. MISCELLANEOUS SERVICES

13.5 Balloting and Allocation Process for Equal Access (Continued)

(E)

(F) IPIC Charge Application

(D)
 (D)
 (D)

In end offices converted to Equal Access new end users and the owner of Pay telephones must presubscribe to the IPIC of their choice at the time an order is placed for service. Upon the end user, end user agent's or reseller's selection of the IPIC, at the time of placing an order, a confirmation notice will be sent the IC or LEC selected as the IPIC. From the date of the confirmation notice, the end user, end user agent or reseller, or pay phone owner will have 90 days to change his presubscription selection without a charge. If an IPIC is not chosen at the time the order for service is submitted, the end user, end user agent or reseller will be sent a confirmation notice which contains a list of ICs and LECs providing intraLATA service, and will be informed that they have 90 days to contact the IC and/or LEC of their choice or the Telephone Company to apply for the IPIC arrangement. If notice is received by the Telephone Company within 90 days of the in-service date for local service, no charge will be billed to the end user, end user agent or reseller. If notice is received after 90 days, the end user, end user agent or reseller will be billed a nonrecurring charge for each IPIC as in 13.5(L). Until the end user, end user agent or reseller receives service from the selected carrier, he may access the carrier of his choice by dialing the appropriate 101XXXX carrier identification code.

(D)
 (D)
 (D)
 (D)
 (D)
 (D)
 (D)

The Telephone Company will make post conversion changes in the end user's, end user agent's or reseller's IPIC assignment pursuant to an IC or LEC provided list of Customers. Should an end user, end user agent or reseller dispute authorization of the change within two years of the IPIC assignment, the Telephone Company will place the end user on the previous carrier network where possible and the carrier will be billed according to 13.5 (G).

(D)
 (D)
 (D)

13. MISCELLANEOUS SERVICES

13.5 Balloting and Allocation Process for Equal Access (Continued)(G) Unauthorized Primary IntraLATA Carrier (IPIC) Restoral Change (D)

An Unauthorized IPIC Change is a change in the preferred IPIC IC that the end user or Pay Telephone Service Provider denies authorizing. (D)

If an end user or Pay Telephone Service Provider denies requesting a change of IPIC IC as submitted by the alleged unauthorized IC, the alleged unauthorized IC will be assessed the IPIC Charge as specified in 13.5(L) for: (D)

- Changing the end user or Pay Telephone Service Provider to the disputed IC, and
- Placing the end user or Pay Telephone Service Provider on their previous IC network or the IC network of their choice.

In accordance with the Federal Communications Commission's Slamming Liability Rules in CC Docket 94-129, if an alleged unauthorized carrier is ultimately exonerated of liability, the alleged unauthorized IC is entitled to receive full payment from the end user or Pay Telephone Service Provider for all services provided. In such situations, any IPIC Charges assessed against the alleged unauthorized IC by the Telephone Company are subject to rebilling to the end user or Pay Telephone Service Provider by the alleged unauthorized IC. (D)

13. MISCELLANEOUS SERVICES

13.5 Balloting and Allocation Process for Equal Access (Continued)

(H) (Reserve for Future Use)

(D)

(I) Liability of the Telephone Company

(D)

If through the fault of the Telephone Company, the end user, end user agent or reseller is not subscribed to its chosen IPIC, the nonrecurring charges in 13.5(L) do not apply to reassign the end user or agent to his chosen IPIC. (D)

(J) (Reserved for Future Use)

(K) Carrier Desired Due Date (ICDDD) for IPIC Installation

(D)

An IC or LEC may request a desired due date for IPIC installation for a specific, single end user, end user agent or reseller acting on behalf of an end user post equal access conversion. This ICDDD is a mutually agreed upon negotiated due date, determined to be between 3 and 45 business days from the date of receipt of the order. The carrier must coordinate the ICDDD with the Telephone Company prior to sending in the first order. (D)

The ICDDD does not apply to routine lists provided by the carrier. The Nonrecurring Charge for IPIC as set forth in 13.5(L), applies to each line converted to the carrier requesting ICDDD. This charge will be billed to the carrier's end user Customer. (D)

13. MISCELLANEOUS SERVICES

13.5 Balloting and Allocation Process for Equal Access (Continued)

(L) Nonrecurring Charge for Primary IntraLATA Carrier (IPIC) (D)

The nonrecurring charge for IPIC is as follows: (T)

	<u>Nonrecurring Charge</u>	
Per Telephone Company Local Service Line or Trunk	\$ 4.14	(T)
	1.24 ¹	(T)

13.6 Additional Testing

The Telephone Company will perform acceptance testing as specified in 6.2.7 and 7.1.5 preceding to insure that FIA ordered by the customer are functioning properly, prior to turning over such FIA to the customer. In addition, the Telephone Company will perform ongoing tests as specified in 6.2.1 and 6.2.2 preceding to assure the continued satisfactory performance of Switched Access Services ordered by the customer.

Testing offered under this section of the tariff is in addition to those tests described above and will be provided, when requested by the customer, at an additional charge.

Testing is provided by Telephone Company personnel at Telephone Company locations. However, provisions are made in 13.6(A)(5) and 13.6(B)(2) following, to allow a customer to request Telephone Company personnel to perform testing at the customer designated location or the end user premises.

¹ 30% of the IPIC apply when both the PIC and the IPIC change to the same carrier on a single order. (D) (T)

13. MISCELLANEOUS SERVICES

13.5 Balloting and Allocation Process for Equal Access (Cont'd)

(C) Interexchange Carrier Customer Lists(Reserved for Future Use) (D)

~~The Telephone Company will accept IC and/or LEC customer lists identifying end users and agents who have made individual arrangements with the IC and/or LEC to designate the IC and/or LEC as their primary long distance carrier. The list should be in the form of magnetic tape or paper printout.~~ (D)
(D)
(D)

(D) End User Choice Discrepancy(Reserved for Future Use) (D)

~~An IC is required to certify at the time it submits end user and/or agent lists to the Telephone Company that it has on file, or has instituted steps designed to obtain signed letters of agency or confirmations of choice from the end user or agent. The IC is not required to submit letters of agency when submitting end user or agent lists to the Telephone Company, but should maintain the confirmations or letters on file for use in dispute resolution. The IC should request written confirmation of choice from its customers no later than the date of submission of its first bill to the customer.~~

~~When the Telephone Company identifies a conflict between lists submitted by two or more ICs and/or LECs, the Telephone Company will notify, within 10 days, all affected ICs and/or LECs via a conflict report. Those ICs and/or LECs not involved in any conflicts will receive a zero conflict report from the Telephone Company.~~ (D)

13. MISCELLANEOUS SERVICES

13.5 Balloting and Allocation Process for Equal Access (Continued)

(E)

(F) PIC and IPIC Charge Application

(D)

~~Initial end user, end user agent and a local service provider that resells services (herein referred to as reseller) selection of a PIC or IPIC will not incur a charge. Notification of a change in a PIC or IPIC may be coordinated by the end user or agent with either the IC or LEC selected or with the Telephone Company, if it is not the selected LEC. When both the interLATA PIC and the intraLATA PIC change to the same carrier on a single order, the PIC Change Charge and 30% of the IPIC Change Charge will apply.~~

~~In end offices converted to Equal Access new end users, end user agents and resellers of Pay telephones must presubscribe to the PIC of their choice at the time an order is placed for service. In end offices converted to Equal Access new end users and the owner of Pay telephones must presubscribe to the IPIC of their choice at the time an order is placed for service. Upon the end user, end user agent's or reseller's selection of the PIC and/or IPIC, at the time of placing an order, a confirmation notice will be sent identifying the IC selected as the PIC and/or the IC or LEC selected as the IPIC. From the date of the confirmation notice, the end user, end user agent or reseller, or pay phone owner will have 90 days to change his presubscription selection without a charge. If an PIC and/or IPIC is not chosen at the time the order for service is submitted, the end user, end user agent or reseller will be sent a confirmation notice which contains a list of ICs with FGD or BSA-D providing interLATA service and/or a list of ICs and LECs providing intraLATA service, and will be informed that they have 90 days to contact the IC and/or LEC of their choice or the Telephone Company to apply for the PIC or IPIC arrangement. If notice is received by the Telephone Company within 90 days of the in-service date for local service, no charge will be billed to the end user, end user agent or reseller. If notice is received after 90 days, the end user, end user agent or reseller will be billed a nonrecurring charge for each PIC or IPIC as in 13.5(L). Until the end user, end user agent or reseller receives service from the selected carrier, he may access the carrier of his choice by dialing the appropriate 101XXXX carrier identification code.~~

~~The Telephone Company will make post conversion changes in the end user's, end user agent's or reseller's PIC or IPIC assignment pursuant to an IC or LEC provided list of Customers, accepted by the Telephone Company under conditions in (C) and (D). Should an end user, end user agent or reseller dispute authorization of the change within two years of the PIC or IPIC assignment, the Telephone Company will place the end user on the previous carrier network where possible and the carrier will be billed according to 13.5 (G).~~

13. MISCELLANEOUS SERVICES

13.5 Balloting and Allocation Process for Equal Access (Continued)(G) Unauthorized ~~Primary InterLATA Carrier (PIC) or Primary IntraLATA Carrier (IPIIC)~~ Restoral Change (D)

An Unauthorized ~~PIC or IPIIC~~ Change is a change in the preferred ~~PIC or IPIIC~~ IC that the end user or Pay Telephone Service Provider denies authorizing. (D)

If an end user or Pay Telephone Service Provider denies requesting a change of ~~PIC or IPIIC~~ IC as submitted by the alleged unauthorized IC, the alleged unauthorized IC will be assessed the ~~PIC or IPIIC~~ Charge as specified in 13.5(L) for: (D)

- Changing the end user or Pay Telephone Service Provider to the disputed IC, and
- Placing the end user or Pay Telephone Service Provider on their previous IC network or the IC network of their choice.

In accordance with the Federal Communications Commission's Slamming Liability Rules in CC Docket 94-129, if an alleged unauthorized carrier is ultimately exonerated of liability, the alleged unauthorized IC is entitled to receive full payment from the end user or Pay Telephone Service Provider for all services provided. In such situations, any ~~PIC or IPIIC~~ Charges assessed against the alleged unauthorized IC by the Telephone Company are subject to rebilling to the end user or Pay Telephone Service Provider by the alleged unauthorized IC. (D)

13. MISCELLANEOUS SERVICES

13.5 Balloting and Allocation Process for Equal Access (Continued)

(H) Cancellation of a Carrier Participation

(D)

~~If an IC or LEC cancels all of its FGD or BSA-D service in the converting end office prior to the conversion date or discontinues all of its FGD or BSA-D service within two years after the introduction of FGD or BSA-D in the converting end office, the carrier is obligated to do the following:~~

~~(1) Notify the Telephone Company of the cancellation of their FGD or BSA-D service, and~~

~~(2) Contact in writing all end users, end user agents or resellers who have selected the canceling carrier as their PIC or IPIC, inform these end users, end user agents or resellers of the cancellation, request the end users, end user agents or resellers to select a new PIC or IPIC, and state that the canceling carrier will pay the nonrecurring charge as set forth in 13.5(L).~~

~~The Telephone Company will bill the canceling IC or LEC for a period of two years from the discontinuance of FGD or BSA-D service, the nonrecurring charge as set forth in 13.5(L) for each end user, end user agent or reseller this carrier has currently designated to it. Such charge will not apply to the canceling carrier where the canceling IC or LEC transfers or assigns its FGD or BSA-D services and the associated 101XXXX code to another carrier in such manner that the Telephone Company does not change end user, end user agent or reseller records or if another carrier elects to pay nonrecurring charge on behalf of the canceling IC or LEC.~~

(D)

(I) Liability of the Telephone Company

~~If through the fault of the Telephone Company, the end user, end user agent or reseller is not subscribed to its chosen PIC or IPIC, the nonrecurring charges in 13.5(L) do not apply to reassign the end user or agent to his chosen PIC or IPIC.~~

(D)
(D)

(J) (Reserved for Future Use)

(K) Carrier Desired Due Date (ICDDD) for PIC or IPIC Installation

(D)

~~An IC or LEC may request a desired due date for PIC or IPIC installation for a specific, single end user, end user agent or reseller acting on behalf of an end user post equal access conversion. This ICDDD is a mutually agreed upon negotiated due date, determined to be between 3 and 45 business days from the date of receipt of the order. The carrier must coordinate the ICDDD with the Telephone Company prior to sending in the first order.~~

(D)

~~The ICDDD does not apply to routine lists provided by the carrier, as set forth in 13.5(C) and (D). The Nonrecurring Charge for PIC or IPIC as set forth in 13.5(L), applies to each line converted to the carrier requesting ICDDD. This charge will be billed to the carrier's end user Customer.~~

(D)
(D)

13. MISCELLANEOUS SERVICES

13.5 Balloting and Allocation Process for Equal Access (Continued)

(L) Nonrecurring Charge for Primary InterLATA Carrier (PIC) or IntraLATA Carrier (IPIC) (D)

(a) The nonrecurring charge for IPIC is as follows:

	Nonrecurring Charge	GSEC	IOSC	
Per Telephone Company Local Service Line or Trunk	\$ 4.14	NAAPS (IPIC) 20189		(T)
	1.24 ¹	NEAPS 20206		(T)

(b) ~~The nonrecurring charge for PIC is as set forth in Section 6.5 of the GTOC Tariff FCC No. 1.~~ (T)

13.6 Additional Testing

The Telephone Company will perform acceptance testing as specified in 6.2.7 and 7.1.5 preceding to insure that FIA ordered by the customer are functioning properly, prior to turning over such FIA to the customer. In addition, the Telephone Company will perform ongoing tests as specified in 6.2.1 and 6.2.2 preceding to assure the continued satisfactory performance of Switched Access Services ordered by the customer.

Testing offered under this section of the tariff is in addition to those tests described above and will be provided, when requested by the customer, at an additional charge.

Testing is provided by Telephone Company personnel at Telephone Company locations. However, provisions are made in 13.6(A)(5) and 13.6(B)(2) following, to allow a customer to request Telephone Company personnel to perform testing at the customer designated location or the end user premises.

¹ ~~The PIC and~~ 30% of the IPIC apply when both the PIC and the IPIC change to the same carrier on a single order. (D) (T)