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Arizona Corporation Commission

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1 Q. PLEASE STATE YOUR NAME, TITLE AND BUSINESS ADDRESS.

2 A. My name is Thomas T. Priday. I am a Senior Manager for Carrier Management  
3 for WorldCom, Inc. (WCom). My business address is 6312 S. Fiddler's Green Circle,  
4 Suite 600 E, Englewood, CO 80111.

5 Q. PLEASE DESCRIBE YOUR RESPONSIBILITIES FOR WCOM.

6 A. As the Senior Manager for Carrier Management, I manage the overall business  
7 relationship between WCom and Qwest for both local and access issues. In addition, my  
8 team coordinates testing and deployment of local operation support systems with Qwest  
9 and ensures that local contract requirements are met. My team also tracks the overall  
10 performance of Qwest for combined WCom entities.

11 Q. PLEASE DESCRIBE YOUR RELEVANT EXPERIENCE WITH MCI AND  
12 WCOM.

13 A. I have been employed by MCI/WCom for 14 years, in a number of capacities.  
14 (For purposes of this testimony, all references will be to WCom.) I have held a variety of  
15 positions in the areas of revenue planning, local exchange carrier ("LEC") billing and  
16 collections and within the financial operations organization. I joined Carrier  
17 Management in March of 1997. I have an MBA and BA from Brigham Young  
18 University.

19 Q. HAS WCOM ENTERED INTO INTERCONNECTION AGREEMENTS  
20 WITH QWEST AND IS MCI/WCOM PROVIDING LOCAL SERVICE IN THE  
21 QWEST TERRITORY?

22 A. Yes. WCom and Qwest have entered into interconnection agreements as  
23 contemplated by the Telecommunications Act of 1996 in nine states. WCom, through its  
24 MCImetro, MFS, and Brooks Fiber subsidiaries, has constructed and is operating local

1 networks and is serving customers with facilities-based local services in eight cities in  
2 Qwest territory: Seattle/Tacoma, Portland, Minneapolis/St. Paul, Phoenix, Tucson,  
3 Albuquerque, Salt Lake City and Denver.

4 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

5 **A.** The purpose of my testimony is to assist this Commission in making its  
6 recommendations to the Federal Communications Commission regarding Qwest's  
7 application to provide interLATA and interstate long distance service. Specifically, I will  
8 assist this Commission in determining whether Qwest has met some of the 14-point  
9 checklist items for long distance entry as provided by Section 271 of the  
10 Telecommunications Act of 1996. In this testimony, I will address WCom positions on  
11 interconnection and collocation generally discussed in Sections 7.0 and 8.0 and on resale  
12 generally discussed in Section 6.0 of Qwest's SGAT. These areas relate to Checklist  
13 Items 1 and 14 of the Section 271 checklist. For each item, I will first discuss WCom's  
14 general concerns with Qwest's compliance with these checklist items and then  
15 recommend specific modifications to Qwest's SGAT.

16 **Q. PLEASE DISCUSS WCOM'S GENERAL CONCERNS REGARDING**  
17 **CHECKLIST ITEM 1 ON INTERCONNECTION.**

18 **A.** Qwest throughout Mr. Freeberg's testimony paints a bright picture of  
19 accommodating CLEC requests. The reality is that Qwest is providing certain  
20 interconnection services only after having been ordered to do so, by the FCC, state public  
21 utilities commissions, district courts and the U. S. Supreme Court. With that in mind,  
22 WCom will address the SGAT and will note where it is WCom's belief that Qwest has  
23 offered services only as a result of orders and decisions, not on a voluntary basis.

1           Beginning on Page 9 of Mr. Freeberg's Supplemental Affidavit, the quarterly  
2 joint planning process is discussed. WCom believes that a regular planning process  
3 between the CLECs and Qwest can be beneficial. However, we believe that Qwest  
4 should provide additional information to the CLECs to improve the quality of this  
5 planning process. WCom recommends that Qwest provide the following additional  
6 information:

- 7           • Information regarding Qwest End Office port exhaust
- 8           • Utilization on Common Tandem to End Office trunking

9           Having this additional information from Qwest will definitely improve the quality  
10 of the forecasting process and will allow the CLECs to better plan for growth in their  
11 networks. Discussion and use of this information as part of the joint planning process  
12 will better position both the CLEC and Qwest to avoid circuit or switch port exhaust that  
13 can ultimately result in the blockage of end user calls and prevent service orders from  
14 being completed. It is WCom's belief that Qwest's SGAT should be expanded to include  
15 the requirement that Qwest provide this critical information to the CLECs on a regular  
16 basis.

17           On Page 10, Line 20 of Mr. Freeberg's Supplemental Affidavit, Qwest  
18 acknowledges that it has the obligation under the Federal Telecom Act to provide  
19 interconnection "at least equal in quality" to that Qwest provides to itself. One of Qwest's  
20 four standard interconnection arrangements is the mid-span meet proposal. In September  
21 1999, WCom asked to meet with Qwest to discuss our desire to proceed with  
22 implementation of mid-span architecture in the Denver area and in other states in the

1 Qwest region. From WCom's perspective, one of the key advantages of this network  
2 architecture is that it does not require the use of very limited Qwest collocation space.

3 After numerous meetings and discussions with Qwest, WCom has discovered that  
4 Qwest's product offering contains absolutely no type of route diversity. As a result, if  
5 there is any type of fiber cut, both Qwest and CLEC traffic would be impacted due to the  
6 lack of diversity. This would negatively impact both CLEC customer traffic as well as  
7 Qwest customer attempting to terminate calls with CLEC customers. An outage on a  
8 route which lacks diversity could result in the isolation of an end office or tandem switch  
9 (and the customers served by that switch) from the rest of the network. Even after  
10 repeated requests, Qwest refuses to support route diversity for this interconnect product  
11 offering. WCom believes that Qwest provides route diversity in portions of its existing  
12 network. We feel strongly that route diversity is very important to CLEC customers, to  
13 Qwest's customers and probably to the Arizona Commission.

14 Another example of how Qwest has been less than cooperative in making  
15 interconnection available to the CLECs on a nondiscriminatory basis pertains to the issue  
16 of the Single Point of Termination ("SPOT") frame. CLECs have the right to deliver  
17 traffic to USW at any technically feasible point on the network. Up until Qwest filed its  
18 Arizona SGAT, Qwest insisted that CLECs must interconnect via the SPOT frame.  
19 WCom has reiterated in a number of venues our concerns regarding Qwest's SPOT frame  
20 requirement. These concerns include cost increases, additional points of failure,  
21 degradation in the quality of service, and lack of adequate security.

22 WCom concurs with Qwest's statement on Page 32, beginning on Line 9 of Mr.  
23 Freeberg's Supplemental Affidavit, that Qwest no longer requires that CLEC

1 terminations utilize an intermediate device such as the SPOT frame, with the caveat that  
2 the CLECs still need assurances that the underlying documentation within Qwest  
3 supports this position. However, as noted in my earlier testimony filed on the Non-OSS  
4 related checklist items, Qwest, AT&T and WCom have been working on the underlying  
5 documentation and are near completion of that review.

6 Final approval of Checklist Item 1, Interconnection, must await conclusion of the  
7 Third Party Operations Support Systems ("OSS") test. There is a general consensus of  
8 what needs to be measured by the Arizona testing effort, but the final outcome of the  
9 Arizona test will be determined by the audit of the appropriate Performance Measures as  
10 well as the actual results of the Third Party OSS test.

11 **Q. DOES WCOM HAVE SPECIFIC CONCERNS REGARDING QWEST'S**  
12 **SGAT LANGUAGE PERTAINING TO CHECKLIST ITEM 1 ON**  
13 **INTERCONNECTION?**

14 A. WCom has a number of concerns regarding Qwest's SGAT language pertaining  
15 to Interconnection. In the following paragraphs, I will outline the WCom issues and  
16 propose language for consideration.

17 In Section 7.1.1, Qwest provides its own definition of interconnection as "the  
18 connection between networks for the purpose of transmission and routing of telephone  
19 exchange service traffic and exchange access traffic." WCom believes that this definition  
20 is overly limiting, and that interconnection includes the exchange of all types of traffic.  
21 WCom proposes that the definition of Interconnection in Section 7.1.1 be modified as  
22 follows:

23 7.1.1 This Section describes the Interconnection of Qwest's network and  
24 CLEC's own network for the purpose of exchanging Exchange Service

1 (EAS/Local traffic), Exchange Access (IntraLATA Toll) and Jointly  
2 Provided Switched Access (InterLATA and IntraLATA) traffic. Qwest  
3 will provide Interconnection at the trunk side of an end office switch and  
4 on the trunk connection points of a local or access tandem switch. Qwest  
5 will also provide interconnection (see the Unbundled Network Elements  
6 Section of this Agreement) at the line-side of a local switch (i.e., local  
7 switching), central office cross-connection points, signal transfer points  
8 and points of access to unbundled network elements (see the Unbundled  
9 Network Elements Section of this Agreement). "Interconnection" is as  
10 described in the Act and refers to the connection between networks for the  
11 purpose of ~~exchanging transmission and routing of telephone exchange~~  
12 ~~service traffic and exchange access~~ traffic. Interconnection is provided for  
13 the purpose of connecting end office switches to end office switches or  
14 end office switches to local tandem switches for the exchange of  
15 Exchange Service (EAS/Local traffic); or end office switches to access  
16 tandem switches for the exchange of Exchange Access (IntraLATA Toll)  
17 or Jointly Provided Switched Access traffic. Local tandem to local  
18 tandem switch connections will be provided where technically feasible.  
19 Local tandem to access tandem and access tandem to access tandem  
20 switch connections are not provided.

21 Also in Section 7.1.1, WCom has some concerns with the meaning and intent of  
22 the last sentence, "Local tandem to access tandem and access tandem to access tandem  
23 switch connections are not provided." This statement would appear to prevent  
24 interconnection trunking between the CLEC's network and Qwest's network where the  
25 CLEC has a tandem switch which serves both local and long distance traffic. WCom  
26 requests that Qwest provide clarification concerning this statement and how it applies  
27 when a CLEC has a tandem switch which serves both local and long distance traffic, and  
28 desires that interconnection trunks be established between CLEC's tandem and Qwest's  
29 tandem. If Qwest cannot properly clarify this statement, then the sentence should be  
30 stricken from Section 7.1.1, since interconnection trunks between CLEC's network and  
31 Qwest's network are clearly required for the exchange of traffic, regardless of whether  
32 CLEC's switches are Tandem Switches, End Office Switches, or some combination  
33 thereof.

1 Section 7.1.2 of the SGAT requires CLECs to establish a Point of Interconnection  
2 (“POI”) within each Qwest local calling area where the CLEC does business. Qwest is  
3 improperly requiring a POI in each local calling area in Section 7.1.2 of the SGAT.

4 The second sentence of Section 7.1.2 should be stricken and replaced with the  
5 following:

6 At CLEC’s option, CLEC shall determine the most efficient  
7 number of interconnection points and the location of those points, subject  
8 to technical feasibility.

9  
10 Qwest has generally built a “hub and spoke” network. CLECs generally are  
11 building networks with fewer switches, generally beginning with one, using SONET  
12 rings and long loops to provide service. Qwest’s requirement of a POI per local calling  
13 area serves to increase competitor’s expenses by requiring CLECs to install more  
14 switches, preferably in each local calling area from Qwest’s perspective, which not only  
15 increases CLEC expenses, but results in CLECs potentially replicating a network  
16 architecture that is not as efficient as that built by CLECs today using SONET ring  
17 architecture. The most efficient interconnection point for WCom and CLECs in general  
18 is the tandem switch, where a CLEC's local interconnection trunk group is established at  
19 a single Qwest tandem, designated by the CLEC, for termination of all local  
20 interconnection traffic destined for any Qwest office in that LATA, not at every end  
21 office or wire center. WCom believes that LATA-wide interconnection trunking  
22 arrangements are the most efficient and least cost method of interconnecting co-providers  
23 and CLECs. Also, a CLEC should clearly only be obligated to provide physical  
24 interconnection where that CLEC has NXXs and originates traffic. This would eliminate  
25 inefficient deployment of network resources where CLECs terminate very few calls.

1 As the CLEC's volume and geographical distribution of customers increases, it  
2 would be appropriate for the CLEC and Qwest to negotiate additional trunking  
3 arrangements to end offices in addition to the tandem, using typical traffic engineering  
4 criteria. These end office trunks can make use of the initial POI as the physical point of  
5 connection, but would allow traffic coming from that end office or destined for a  
6 customer served by that end office to avoid the use of tandem switch ports. This is an  
7 efficient network arrangement only as the volumes of the CLEC's customers and traffic  
8 begin to increase. Additional physical points of interconnection may also be negotiated  
9 between the CLEC and Qwest as growth and demand cause that to become warranted,  
10 based on traffic engineering and economic considerations. Any disagreement between  
11 the CLEC and Qwest on establishing additional POIs during the life of the agreement  
12 should be subject to appropriate dispute resolution.

13 In addition, in Section 7.1.2 of the SGAT, Qwest outlines four (4) methods of  
14 interconnection available to the CLECs. The Act allows CLECs to interconnect at any  
15 technically feasible point. Therefore, WCom believes that the list provided by Qwest  
16 should not be mutually exclusive, nor should Qwest be given the sole right to dictate the  
17 four methods of interconnection.

18 Therefore, based on the above, WCom recommends that Section 7.1.2 of the  
19 SGAT be modified to read as follows:

20 7.1.2 The parties will negotiate the facilities arrangement used to  
21 interconnect their respective networks. At CLEC's option, CLEC shall  
22 determine the most efficient number of interconnection points and the  
23 location of those points, subject to technical feasibility~~CLEC shall~~  
24 ~~establish a Point of Interconnection in each Qwest local calling area where~~  
25 ~~it does business.~~ The Parties shall establish, through negotiations, one of  
26 the following interconnection agreements ~~within each local calling area:~~  
27 (1) a DS1 or DS3 entrance facility; (2) Collocation; (3) negotiated Mid-

1 Span Meet POI facilities; or (4) Inter Local Calling Area (LCA) Facility in  
2 accordance with Section 7.1.2.4, or (5) Other Methods of Interconnection  
3 mutually agreeable to the Parties.

4 In Section 7.1.2.4, Qwest defines an interconnection option called “LIS InterLocal  
5 Calling Area (LCA) Facility.” WCom requests clarification of this option by Qwest.

6 What is the LIS Inter Local Calling Area Facility option? Is this the equivalent to the  
7 leasing of facilities? For the reasons discussed at Section 7.1.2 above, a CLEC should  
8 only be obligated to provide physical interconnection where that CLEC has NXXs and  
9 originates traffic, and this should apply to LIS InterLCA Facilities as well as any other  
10 method of interconnection. Section 7.1.2.4.1 should therefore be modified as follows:

11 7.1.2.4.1 CLEC may request Qwest-provided facilities to transport  
12 Exchange Service (EAS/Local traffic) from a virtual local POI (“Local  
13 POI”) in a Qwest local calling area to a POI located in an EAS/local  
14 serving area in which the CLEC desires to serve originating NPA NXX  
15 customers, the LIS InterLCA Facility product is available to establish a  
16 [CLEC] POI to serve this distant EAS/local serving area (a “distant POI”).  
17 The Qwest-provided facilities interconnecting a Qwest local calling area  
18 to a distant POI are LIS interLocal Calling Area (LCA) facilities.

19 Also of particular concern are Sections 7.1.2.4.3 through 7.1.2.4.6. Section  
20 7.1.2.4.3 implies that the CLEC would be obligated to pay for this facility even if it is for  
21 a 2-way trunk that would carry Qwest’s traffic; thereby providing Qwest a “free ride” for  
22 transport of calls made by Qwest customers to reach CLEC customers on a facility paid  
23 for by the CLEC. Section 7.1.2.4.5 implies that Qwest will reduce the cost for the first 20  
24 miles for Qwest’s portion of the traffic but not for the mileage exceeding 20 miles; hence,  
25 the CLEC would be paying for a disproportionate amount of the traffic and Qwest would  
26 again receive a “free ride.” Adding insult to injury, Qwest proposes in Section 7.1.2.4.4  
27 and 7.1.2.4.6 that the rates charged to the CLEC would be pulled from the Private Line  
28 Transport Tariff, which are access rates. These rates should instead be based on TELRIC

1 methodology, which is required under the pricing rules established by the FCC for local  
2 interconnection. Since these facilities are being used to provide *local* interconnection,  
3 they should be priced at TELRIC costs – not access rates.

4 Section 7.2 of the SGAT identifies the types of traffic being exchanged between  
5 CLEC and Qwest networks. Mark Argenbright addressed reciprocal compensation issues  
6 in his earlier testimony, and I will not address those issues here since they have been  
7 deferred to a future workshop.

8 In Section 7.2.1.1 of the SGAT, Qwest asks that the parties charge each other  
9 based on Qwest's tariffs for IntraLATA toll traffic. WCom objects to this method of  
10 compensation as being anti-competitive. Where a CLEC exchanges toll traffic with  
11 another carrier, both parties would charge using their respective tariffed intraLATA toll  
12 rates. The CLEC tariffed rates may be the same as Qwest, or they could be higher or  
13 lower. However, Qwest is seeking to impose improper rates by proposing requirements  
14 by asking that the CLEC only charge Qwest rates from Qwest's own tariff. This may not  
15 fully compensate the CLEC for its costs of transporting that traffic. In addition, to the  
16 extent that CLEC rates are tariffed, this provision would force the CLEC to violate the  
17 terms of its approved tariff. WCom recognizes that this will be deferred to the SGAT  
18 docket, Docket No. 99A-577T, but WCom believes it is important to also note its  
19 objection here.

20 WCom has substantial concerns about Section 7.2.2.1.3. Qwest is requiring the  
21 CLEC to deliver direct end office traffic through the CLEC's collocation facility. This  
22 contradicts the Act, which allows CLECs to interconnect where technically feasible -- not  
23 where the ILEC demands. Additionally, interconnecting at the CLEC's collocation

1 places undue burden on the CLEC. Collocation space is limited. In order to interconnect  
2 at the collocation, CLECs must put in fiber optic terminal (FOT) equipment dedicated to  
3 interconnection purpose. This takes away space that could otherwise be used to provide  
4 customer connections (e.g., loops) which are an appropriate use of collocation space, and  
5 speeds up the rate of collocation exhaust. Secondly, in End Offices where there is  
6 little co-carrier traffic, the Qwest approach would result in an inefficient deployment of  
7 resources. CLECs would be required to purchase dedicated FOTs which have the  
8 capacity to carry OC48's worth of bandwidth at an EO where there is, perhaps, less than  
9 a DS1's worth of traffic. Lastly, if the parties choose another method of interconnection,  
10 say using Method 3, Mid Span meet, this requirement would create confusion by  
11 requiring CLECs to sometimes use Method 2, Collocation, even though both parties have  
12 chosen to use the Mid Span meet method. In any event, this requirement by Qwest would  
13 result in delay and further expense experienced by CLECs in their efforts to establish  
14 networks and offer services to end user customers.

15 In the third revision of the AZ SGAT provided by Qwest on July 21, Section  
16 7.2.2.3.1, which addresses transit traffic that will be accepted by Qwest, has been  
17 modified to remove IXCs from the list of parties for which Qwest will accept transit  
18 traffic originated by the CLEC. WCom believes that it is appropriate for Qwest to accept  
19 transit traffic originated by the CLEC for termination to an IXC, and WCom questions  
20 the removal of IXCs from this provision. WCom requests that Qwest clarify its intent in  
21 removing IXCs from this provision.

22 Regarding Section 7.2.2.8.2 entitled LIS Forecasting, although joint planning  
23 meetings are held between Qwest and WCom, and WCom provides forecast information

1 as requested, these forecasts do not guarantee that facilities will be present when orders  
2 are submitted. Qwest still provisions on a "first come, first served" basis. If another  
3 CLEC orders circuits that it does not forecast, and that order is submitted prior to our  
4 forecasted request, their order is provisioned first. In some cases this causes facilities to  
5 be exhausted in spite of the CLEC having forecasted the need for such facilities. Thus,  
6 the CLEC's ability to deliver competitive service to its customers is dependent upon  
7 Qwest's timely provisioning of forecasted facilities. WCom highly recommends that the  
8 Commission monitor the manner in which Qwest is provisioning service within this  
9 State.

10 In Sections 7.2.2.8.13 and 7.2.2.8.14, Qwest's trigger for resizing/reclaiming trunk  
11 groups is a consistent capacity utilization < 60% for a three month period. WCom  
12 recommends that this period of time to analyze capacity utilization be expanded from  
13 three months to six months. This longer measurement period would take into account  
14 critical factors such as seasonality and large customer projects or internal network  
15 enhancements that typically take a number of months to coordinate and implement. Six  
16 months of usage is a better forecasting window for evaluating capacity trends, and is  
17 more appropriate for normal growth planning cycles of both the CLEC and Qwest.

18 In Section 7.2.2.8.16, Qwest needs to clarify this provision and explain when  
19 Construction Charges would apply. If the parties have chosen the Mid-Span Meet  
20 method of interconnection, then both parties bear their own costs on their side of the Mid  
21 Span. The CLEC should not be required to bear its own costs as well as part of Qwest's  
22 costs in the form of Construction Charges.

1 In Section 7.2.2.9.2, Qwest's trunking requirements stipulate that 2-way trunks  
2 will be established wherever possible, with exceptions based on billing, signaling, and  
3 network requirements. Either Party can also establish (and pay for) its own one-way  
4 trunking for delivery of traffic to be terminated at the other's network. The SGAT must  
5 allow for more flexibility on the part of newer CLECs, who may not have the traffic  
6 capacity demands that an established carrier might have. WCom believes this section  
7 should be modified to read as follows:

8 7.2.2.9.2 The sizing of interconnection trunks and trunk groups  
9 provided by the CLEC and Qwest will be based on mutual forecasts and  
10 sound engineering practice. Two-way Trunk groups will be established  
11 wherever possible. Exceptions to this provision will be based on  
12 provisioned as one- or two-way trunks based on need as determined by the  
13 CLEC, taking into consideration its forecasts, billing, signaling, and  
14 network requirements. However, either Party may elect to provision its  
15 own one-way trunks for delivery of traffic to be terminated on the other  
16 Party's network.

17  
18 In the event that the parties are unable to reach agreement under the above  
19 provision, then the dispute resolution process should be used by the parties to reach  
20 resolution.

21 In Section 7.2.2.9.6, Qwest prohibits interconnection at its access tandems, a  
22 practice that is contrary to the FCC requirement to allow interconnection at any  
23 technically feasible point (47 U.S.C. § 251(c)(2)(B)), and which results in inefficient use  
24 of the network where CLEC traffic is concerned. This provision results in unnecessary  
25 expense and market entry delay for the CLEC, due to Qwest's insistence upon dividing  
26 its tandems between "access and local" for the termination of CLEC traffic. In addition,  
27 WCom emphasizes that this policy has no basis in technical feasibility issues: WCom and  
28 Qwest currently exchange traffic at the Qwest access tandem in a number of locations.

1 Therefore, interconnection at Qwest's access tandem is clearly technically feasible, and  
2 Qwest must therefore offer this interconnection option to the CLEC. WCom therefore  
3 recommends that Section 7.2.2.9.6 be modified as follows:

4 7.2.2.9.6 The Parties shall terminate Exchange Service (EAS/Local)  
5 traffic ~~exclusively on local tandems or end office switches, at CLEC's~~  
6 ~~option. No EAS/local trunk groups shall be terminated on Qwest's access~~  
7 ~~tandems. In the absence of a Qwest local tandem, as identified in the~~  
8 ~~LERG, EAS/Local trunk groups will be established directly between~~  
9 ~~CLEC and Qwest end office switches for the exchange of traffic between~~  
10 ~~those end office switches only.~~

11 Although issues concerning facilities compensation were briefly discussed during  
12 earlier workshops, WCom believes that it is important to raise these issues for  
13 consideration during this discussion of Interconnection as well. These issues do not  
14 address reciprocal compensation for the transport and termination of local traffic, but  
15 rather the flat rated monthly charges which are assessed for facilities dedicated to the  
16 exchange of traffic between the two parties' networks which are used by both parties.

17 Section 7.3.1.1.2 provides that if the CLEC uses existing facilities purchased as  
18 Private Line Transport Service for the exchange of EAS/Local Traffic, the CLEC must  
19 continue to pay access tariff rates for those facilities without regard to the fact that those  
20 facilities are actually being used to service local traffic. Because the Entrance Facility is  
21 used for local interconnection purposes, it should be priced at forward-looking rates and  
22 not at rates taken from Qwest's access tariffs. Therefore, section 7.3.1.1.2 should be  
23 modified to read as follows:

24 7.3.1.1.2 If CLEC chooses to use an existing facility purchased as  
25 Private Line Transport Service from the state or FCC Access Tariffs, the  
26 rates from those Tariffs ~~will apply~~ shall be ratcheted to reflect the local  
27 usage and the recurring rate for Entrance Facility shall be priced at the  
28 forward-looking rates contained in Exhibit A. The DS-1 or DS-3 Entrance  
29 Facilities may ride a higher capacity optical carrier SONET Private Line  
30 Transport Services system as part of the interconnection option.

1 Qwest's method for calculating facilities compensation proposed at Sections  
2 7.3.1.1.3.1 and 7.3.2.2(a) excludes Internet-related traffic from the relative use factor to  
3 compensate the provider of the facility for the other party's use of that facility. Without  
4 regard to the parties' disagreement concerning whether reciprocal compensation for the  
5 transport and termination of local traffic should apply to Internet-related traffic, under the  
6 FCC rules the cost of facilities which are dedicated to the transmission of traffic between  
7 the two parties' networks is intended to be shared by the parties based on the total amount  
8 of traffic each party sends over those facilities, whether that traffic is local or otherwise.  
9 In addition, Qwest's language at Sections 7.3.1.2.1, 7.3.2.3 and 7.3.3 does not address the  
10 sharing of the costs associated with those facilities based on any relative use factor at all,  
11 and instead requires that the CLEC bear the total cost of those facilities even where such  
12 facilities are also used by Qwest. Forcing CLEC's to pay for facilities which carry Qwest  
13 traffic without compensation for such usage by Qwest is not justified by the FCC rules,  
14 and provides Qwest with an unfair and anti-competitive advantage by granting Qwest a  
15 "free ride" on the networks of the CLECs. Further, any relative use factor used to  
16 compensate the provider of the facility should be based on actual traffic data, for all  
17 traffic, and not based on an arbitrary percentage or negotiation of a factor to which both  
18 parties must agree. Actual traffic data is available to both parties, and is the most  
19 appropriate, fair and reasonable basis for sharing the costs of jointly used facilities  
20 between the parties. Finally, this basis for sharing the costs of jointly used facilities  
21 should be applied to the recurring and nonrecurring charges for all jointly used facilities,  
22 not just Entrance Facilities and Direct Trunked Transport as Qwest's SGAT currently

1 provides. WCom therefore recommends the following changes to Sections 7.3.1.1.3.1,

2 7.3.1.2.1, 7.3.2.2, 7.3.2.3 and 7.3.3:

3 7.3.1.1.3.1 The provider of the LIS two-way Entrance Facility (EF)  
4 will initially share the cost of the LIS two-way EF by assuming an initial  
5 relative use factor of 50% for a minimum of one quarter. The nominal  
6 charge to the other Party for the use of the Entrance Facility (EF), as  
7 described in Exhibit A, shall be reduced by this initial relative use factor.  
8 Payments by the other party will be according to this initial relative use  
9 factor for a minimum of one quarter. The initial relative use factor will  
10 ~~continue for both bill reduction and payments until the Parties agree to a~~  
11 ~~new factor~~ be adjusted at the end of the first quarter, and quarterly  
12 thereafter unless otherwise agreed by the parties, based upon actual  
13 minutes of use data for non-Internet Related Traffic to substantiate a  
14 change in that factor. If either Party demonstrates with non-Internet  
15 related data that actual minutes of use during the first prior quarter justify  
16 a relative use factor other than fifty percent (50%) the then-current relative  
17 use factor, the Parties will retroactively true-up first the prior quarter  
18 charges. Once negotiation of a new factor is finalized, and the bill  
19 reductions and payments will apply going forward, for a minimum of one  
20 quarter. By agreeing to this interim solution, the parties do not waive their  
21 respective positions concerning the nature of traffic delivered to Enhanced  
22 Service Providers ~~Qwest does not waive its position that Internet Related~~  
23 ~~Traffic or traffic delivered to Enhanced Service Providers is interstate in~~  
24 ~~nature.~~

25 7.3.1.2.1 When Collocation is used to facilitate interconnection, the  
26 EICT rate elements, as specified in Exhibit A, will apply per DS1 and  
27 DS3. The cost of the EICT facilities shall be shared among the parties by  
28 reducing the EICT rate element charges as follows:

29 7.3.1.2.1.1 The provider of the collocation EICT will initially share the  
30 cost of the EICT by assuming an initial relative use factor of 50% for a  
31 minimum of one quarter. The nominal charge to the other Party for the  
32 use of the EICT, as described in Exhibit A, shall be reduced by this initial  
33 relative use factor. Payments by the other Party will be according to this  
34 initial relative use factor for a minimum of one quarter. The initial relative  
35 use factor will be adjusted at the end of the first quarter, and quarterly  
36 thereafter unless otherwise agreed by the parties, based upon actual  
37 minutes of use data to substantiate a change in that factor. If either Party  
38 demonstrates that actual minutes of use during the prior quarter justify a  
39 relative use factor other than the then-current relative use factor, the  
40 Parties will retroactively true up the prior quarter charges, and the bill  
41 reductions and payments will apply going forward, for a minimum of one  
42 quarter. By agreeing to this interim solution, the parties do not waive their

1 respective positions concerning the nature of traffic delivered to Enhanced  
2 Service Providers.

3 7.3.2.2 If the Parties elect to establish LIS two-way DTT trunks,  
4 for reciprocal exchange of Exchange Service (EAS/Local) traffic, the cost  
5 of the LIS two-way DTT facilities shall be shared among the Parties by  
6 reducing the LIS two-way DTT rate element charges as follows:

7 (a) The provider of the LIS two-way DTT facility will initially share  
8 the cost of the LIS two-way DTT facility by assuming an initial relative  
9 use factor of 50% for a minimum of one quarter. The nominal charge to  
10 the other Party for the use of the DTT facility, as described in Exhibit A,  
11 shall be reduced by this initial relative use factor. Payments by the other  
12 Party will be according to this initial relative use factor for a minimum of  
13 one quarter. The initial relative use factor will ~~continue for both bill~~  
14 ~~reduction and payments until the Parties agree to a new factor~~ be adjusted  
15 at the end of the first quarter, and quarterly thereafter unless otherwise  
16 agreed by the parties, based upon actual minutes of use data for non  
17 ~~Internet related traffic~~ to substantiate a change in that factor. If either Party  
18 ~~demonstrates with non-Internet related data~~ demonstrates that actual minutes of use  
19 during the first prior quarter justify a relative use factor other than fifty  
20 ~~percent (50%)~~ the then-current relative use factor, the Parties will  
21 ~~retroactively true-up first the prior quarter charges. Once negotiation of~~  
22 ~~new factor is finalized, and~~ retroactively true-up the prior quarter charges, and the bill  
23 reductions and payments will apply  
24 going forward, for a minimum of one quarter. By agreeing to this interim  
25 solution, the parties do not waive their respective positions concerning the  
26 nature of traffic delivered to Enhanced Service Providers ~~Qwest does not~~  
~~waive its position that Internet Related Traffic is interstate in nature.~~

27 7.3.2.3 Multiplexing options (DS1/DS3 MUX or DS0/DS1 MUX) are  
28 available at rates described in Exhibit A. The cost of the MUX shall be  
29 shared among the parties by reducing the MUX rate element charges as  
30 follows:

31 7.3.2.3.1 The provider of the MUX will initially share the cost of the  
32 MUX by assuming an initial relative use factor of 50% for a minimum of  
33 one quarter. The nominal charge to the other Party for the use of the  
34 MUX, as described in Exhibit A, shall be reduced by this initial relative  
35 use factor. Payments by the other Party will be according to this initial  
36 relative use factor for a minimum of one quarter. The initial relative use  
37 factor will be adjusted at the end of the first quarter, and quarterly  
38 thereafter unless otherwise agreed by the parties, based upon actual  
39 minutes of use data to substantiate a change in that factor. If either Party  
40 demonstrates that actual minutes of use during the prior quarter justify a  
41 relative use factor other than the then-current relative use factor, the  
42 Parties will retroactively true up the prior quarter charges, and the bill  
43 reductions and payments will apply going forward, for a minimum of one

1 quarter. By agreeing to this interim solution, the parties do not waive their  
2 respective positions concerning the nature of traffic delivered to Enhanced  
3 Service Providers.

4 7.3.3 Trunk Nonrecurring charges

5 ~~7.3.3.1 Installation nonrecurring charges may be assessed by the~~  
6 ~~provider for each LIS trunk ordered. Qwest rates are specified in Exhibit~~  
7 ~~A.~~

8 ~~7.3.3.2 Nonrecurring charges for rearrangement may be assessed~~  
9 ~~by the provider for each LIS trunk rearrangement ordered, at one-half the~~  
10 ~~rates specified in Exhibit A.~~

11 CLECs should not be required to pay nonrecurring charges for trunk installation.

12 For example, in the existing MCIIm interconnection agreement with Qwest, the parties do  
13 not charge each other nonrecurring charges for trunk installation. However, if Qwest  
14 insists on using these charges, the same methodology described above should be used to  
15 appropriately allocate such charges. Therefore, if CLECs are forced to pay trunk

16 installation nonrecurring charges, the following language should be added to Section

17 7.3.3.1:

18 7.3.3.1 Installation nonrecurring charges may be assessed by the  
19 provider for each LIS trunk ordered. Qwest rates are specified in Exhibit  
20 A. The cost of the LIS trunk installation shall be shared among the parties  
21 by reducing the installation nonrecurring rate element charges as follows:

22 7.3.3.1.1 The provider of the trunk installation will apportion the  
23 cost of the installation by assuming an initial relative use factor of 50%.  
24 The nonrecurring trunk installation charge to the other Party, as described  
25 in Exhibit A, shall be reduced by this initial relative use factor. The initial  
26 relative use factor will be adjusted at the end of the first quarter, based  
27 upon actual minutes of use data to substantiate a change in that factor, and  
28 the Parties will retroactively true up the nonrecurring trunk installation  
29 charges. By agreeing to this interim solution, the parties do not waive  
30 their respective positions concerning the nature of traffic delivered to  
31 Enhanced Service Providers.

32 A new Section 7.3.4.2.4.1 has been added by Qwest in the updated draft of the

33 Third Revision of the SGAT dated July 21, 2000, distributed by Joanne Ragge of Qwest

1 on July 21, 2000 . This Section 7.3.4.2.4.1 appears to be identical to the deleted language  
2 found in Section 7.3.9 as discussed by the parties during the consideration of Reciprocal  
3 Compensation issues at the Colorado Workshops on June 6-8, 2000. It was WCom's  
4 understanding from those Workshops that Section 7.3.9 was to be stricken in Colorado,  
5 not moved to another part of the SGAT. WCom therefore requests that Qwest clarify  
6 why this language has been added to the SGAT as Section 7.3.4.2.4.1, and recommends  
7 that this language be stricken.

8 In Qwest's third revision of the AZ SGAT, Section 7.3.7.2 has been modified to  
9 reference "Qwest Cataloged Switched Access tandem switching and tandem transmission  
10 rates" rather than, as it originally read in all prior versions, "U S WEST Tariffed  
11 Switched Access tandem switching and tandem transmission rates". Clearly, the change  
12 from U S WEST to Qwest is appropriate. However, the change from "Tariffed" to  
13 "Cataloged" is not appropriate. Tariffed rates are subject to Commission approval,  
14 whereas the approval process for Cataloged rates is not clear. WCom therefore  
15 recommends that this provision be restored to its original wording to reference Tariffed  
16 rates only.

17 Qwest has added language to Section 7.3.8 in its latest revision of the SGAT,  
18 which expands upon the issue of no-CPN traffic. This additional language fails to  
19 address the concerns raised by WCom in the reciprocal compensation workshop;  
20 therefore, WCom addresses those concerns again here. The last three sentences of  
21 Section 7.3.8 are neither appropriate nor necessary. Qwest has the ability to identify  
22 traffic sent without CPN at its tandem, or to work with the originator of the traffic to  
23 determine the jurisdiction of the traffic and be made whole. Further, WCom has

1 proposed the use of a reasonable alternative where CPN cannot be provided, and Qwest  
2 has agreed to this alternative. The last three sentences serve only to unilaterally exclude  
3 Qwest from obligations that both parties bear to provide CPN or a reasonable alternative,  
4 and to cap Qwest's liability for failing to meet this obligation. WCom therefore  
5 recommends that the last three sentences of Section 7.3.8, beginning with "Since Qwest  
6 is a transit provider....", should be stricken in their entirety.

7 Sections 7.5.4 and 7.6.3 provide for Qwest to assess charges against the CLEC for  
8 providing billing records. WCom does not agree that Qwest should be able to charge the  
9 CLEC for providing these records. Each party provides these records to the other, and it  
10 has historically been the practice of both parties not to charge for these records. For  
11 example, under WCom's current Interconnection Agreements with Qwest, neither party  
12 charges the other for the provision of these records. In any case, because both parties  
13 provide these records to each other, both parties should be treated equally and  
14 reciprocally with respect to charges for these records. WCom recommends continuing  
15 the practice that neither party will the other for providing these records; however, should  
16 the Commission determine that charges are appropriate, these sections should be  
17 modified such that both Qwest and the CLEC charge the same rates to the other party for  
18 the records provided to the other party. WCom recommends that Sections 7.5.4 and 7.6.3  
19 be modified to read as follows:

20 7.5.4 ~~A~~No charge will apply for Category 11-01-XX and 11-50-XX  
21 records sent by Qwest to the CLEC in an EMR mechanized format. These  
22 records are used to provide information necessary for CLEC to bill the  
23 Interexchange Carrier for Jointly Provided Switched Access Services and  
24 8XX database queries. ~~The charge is for each record created and~~  
25 ~~transmitted and is listed in Exhibit A of this Agreement.~~

26 7.6.3 ~~A~~No charge will apply for Category 11-01-XX and 11-50-XX  
27 records sent by Qwest to CLEC in an EMR mechanized format. These

1 records are used to provide information necessary for the CLEC to bill the  
2 Originating Carrier for transit when technically feasible. ~~The charge is for~~  
3 ~~each record created and transmitted and is listed in Exhibit A of this~~  
4 ~~Agreement.~~

5 **Q. PLEASE DISCUSS WCOM'S GENERAL CONCERNS REGARDING**  
6 **CHECKLIST ITEM 1 ON COLLOCATION.**

7 A. WCom's experience with Qwest regarding ongoing collocation issues highlights  
8 the fact that Qwest has been less than cooperative in opening its markets to competition  
9 in Arizona. I point first to cageless collocation to illustrate this point. The  
10 implementation of cageless collocation is important to facilitate more efficient use of the  
11 limited collocation space available to CLEC's. Cageless collocation can significantly  
12 reduce the amount of space required for cage walls, common space, etc., resulting in  
13 greater efficiency and cost-effectiveness of CLEC collocations.

14 In Mr. Freeberg's Supplemental Affidavit on Page 29, line 11, Mr. Freeberg states  
15 "More than two years ago, Qwest began offering cageless collocation." This has not  
16 been WCom's experience. WCom and Qwest began to discuss a potential cageless  
17 collocation offering in October 1997. WCom specifically requested a product description  
18 and procedures for ordering this product. At that time, Tom Wentworth of Qwest told us  
19 that Qwest was considering development of this form of collocation.

20 WCom continued to pursue this collocation option with our Qwest account team  
21 throughout the early part of 1998. A letter dated April 20, 1998 was received from Jasmin  
22 Epsy of Qwest stating that "...it is Product Management's intent to provide formal  
23 written notification regarding details of this new product offering in the May 1, 1998  
24 timeframe." In spite of this statement, nothing was received from Qwest. We continued  
25 to request this long-awaited product offering throughout 1998 as part of our regular

1 executive meetings with the Qwest Wholesale Account Team. Qwest repeatedly  
2 indicated to WCom that cageless collocation was still being reviewed within Qwest.

3 Ultimately, on February 25, 1999, WCom received a Product Notification from  
4 the Qwest account team that Qwest would be offering a new cageless collocation product.

5 In addition to the above issues, there appears to be a discrepancy in Qwest's  
6 statements regarding Cageless Physical collocation. Mr. Freeberg's description of  
7 Cageless Physical collocation on Page 23, lines 18-21 discusses a "secure barrier" that is  
8 not mentioned in any of the other documents.

9 See *Tom R Freeberg, Arizona Checklist Item #1 Testimony.doc (Page 23,*  
10 *line 18-21)*:

11 "Cageless Physical -- Cageless physical collocation allows the  
12 CLEC to place its equipment in the Qwest central office adjacent to Qwest  
13 or other CLEC equipment and separated from other equipment by a secure  
14 barrier".

15 Further explanation of a "secure barrier" is required, as this statement seems to  
16 contradict the following definitions:

17 *Summary Brief 063000.doc (Page 3, Under footnote #6)*:

18 "Cageless Physical -- CLEC places its equipment in the Qwest  
19 central office, without the need for a secure cage".

20 *Qwest Arizona SGAT, §8.1.1.3*:

21 "Cageless Physical Collocation - Is a non-caged area within a  
22 Qwest Wire Center".

23 Another illustration of the ongoing problems that WCom has experienced with  
24 Qwest can be seen by reviewing Mr. Freeberg's Supplemental Affidavit and Qwest's  
25 latest Product Notification on collocation. On Page 27, Line 20 of Mr. Freeberg's  
26 Supplemental Affidavit, Mr. Freeberg discusses the March 17th, 2000 decision by the US  
27 Court of Appeals for the District of Columbia Circuit on an appeal of a FCC order on

1 collocation brought by GTE. He states that the Court decision required the FCC to  
2 reconsider certain parts of its collocation order and could impact Qwest's collocation  
3 products and arrangements.

4         Based on this Order, Qwest has issued a Product Notification dated June 2, 2000,  
5 stating that Qwest no longer intends to allow collocation of equipment with switching  
6 functionality, and that Qwest no longer intends to allow or provide cross connects  
7 between carriers, regardless of what is provided for in a CLEC's Interconnection  
8 Agreement. Further, Qwest's Product Notification indicates that Qwest may begin  
9 requiring removal of such equipment and cross-connects in six months, again, despite  
10 what a CLEC's Interconnection Agreement allows.

11         WCom has several concerns with Qwest's statements related to the above-  
12 mentioned Product Notification:

13         First, it is WCom's belief that Qwest has no legal or contractual authority to  
14 unilaterally amend the terms of CLECs' Interconnection Agreements based on the court's  
15 decision. Qwest is required to comply with the terms of these Interconnection  
16 Agreements.

17         Second, although WCom recognizes that this decision could impact collocation in  
18 the future, WCom reminds Qwest that at this time the order is not final. The issues  
19 identified in Qwest's comments have only been remanded to the FCC for reconsideration  
20 and have not been finally determined. Therefore, WCom believes that Qwest's reliance  
21 on this recent court decision is premature until the FCC has reconsidered its collocation  
22 order.

1 Finally, WCom objects to Qwest's attempt to modify the terms of existing, valid  
2 Interconnection Agreements via a Product Notification. Qwest may modify the terms of  
3 a valid Interconnection Agreement only upon a mutually agreed upon amendment  
4 executed by the parties. Qwest and the CLEC may agree to revisit issues related to the  
5 Interconnection Agreements only after the FCC has finally determined the issues.

6 CLEC-to-CLEC cross connections are very important to WCom and our  
7 customers. WCom has several subsidiaries (i.e. Brooks, MFS, and MCImetro) and there  
8 are some Qwest premises where WCom has multiple collocations for these various  
9 subsidiaries. CLECs such as WCom need to have the capability to connect their  
10 subsidiaries and/or other customers with collocation facilities in a given Qwest premises.  
11 CLECs have invested substantial resources in collocation facilities, and it is imperative  
12 that CLECs have the ability to connect these assets as appropriate.

13 **Q. DOES WCOM HAVE SPECIFIC CONCERNS REGARDING QWEST'S**  
14 **SGAT LANGUAGE ADDRESSING COLLOCATION?**

15 **A.** Yes.

16 **Q. PLEASE DESCRIBE THE MODIFICATIONS WCOM SEEKS.**

17 **A.** These comments address subsections of Section 8.0, Collocation.

18  
19 Section 8.1.1 and throughout: The reference to "Wire Center" inappropriately  
20 limits the locations at which CLEC is permitted to collocate. The FCC's order allows  
21 collocation at any premises which house network facilities. Therefore, in this section and  
22 throughout Section 8, references to Wire Center should be changed to "Qwest premises."  
23 In addition, the description of "equipment" in this section should be expanded to include  
24 the concept of equipment that also includes switching functionality, consistent with the

1 FCC's order. Finally, WCom has concerns with Qwest's inclusion of ICDF Collocation  
2 in this section and throughout Section 8. ICDF Collocation is not actually a type of  
3 collocation such as Physical, Virtual, etc., but rather a method of obtaining UNE  
4 combinations. Language concerning requirements for UNE combinations should not be  
5 included as part of the Collocation section of the SGAT, and should therefore be removed  
6 from Section 8.1.1 and throughout Section 8.0. Any language concerning requirements  
7 pertaining to UNE combinations should be addressed in Section 9.0, Unbundled Network  
8 Elements, of the SGAT. Further, WCom believes that it is not appropriate to require  
9 CLECs to interconnect at an ICDF in order to obtain UNE combinations, for numerous  
10 technical, business and legal reasons that WCom will expand upon during the Workshops  
11 for Checklist Item 2, Unbundled Elements. Therefore, WCom recommends that Section  
12 8.1.1 be modified to read as follows:

13 8.1.1 Collocation allows for the placing of equipment owned by CLEC  
14 within premises owned or leased by Qwest's and which house network  
15 facilities ~~Wire Center~~ that is necessary for accessing unbundled network  
16 elements (UNEs), ancillary services, and Interconnection, regardless of  
17 whether such equipment also includes switching functionality.  
18 Collocation includes the leasing to CLEC of physical space in a Qwest  
19 ~~Wire Center~~ premise, as well as the use by CLEC of power; heating,  
20 ventilation and air conditioning (HVAC); and cabling in Qwest's ~~Wire~~  
21 ~~Center~~ premises. ~~Collocation also allows CLECs to access Interconnection~~  
22 ~~Distribution Frames (ICDF) for the purpose of accessing and combining~~  
23 ~~unbundled network elements and accessing ancillary services.~~ There are  
24 ~~five~~ six types of Collocation available pursuant to this Agreement –  
25 Virtual, Caged Physical, Shared Caged Physical, Cageless Physical,  
26 ~~Interconnection Distribution Frame~~, and Adjacent Collocation.

27 In addition, WCom recommends that Section 8.1.1.5, including subsection  
28 8.1.1.5.1, be stricken in its entirety, for the reasons concerning ICDF Collocation  
29 discussed above.

1 Section 8.1.1.3: The FCC's order does not permit ILECs to establish minimum  
2 square footage limitations except as required by the size of a single bay. While this is  
3 currently 9 square feet, language should be added to allow for the reduction of that  
4 amount if smaller bays become available. WCom recommends that Section 8.1.3 be  
5 modified as follows:

6 8.1.1.3 Cageless Physical Collocation -- is a non-caged area within  
7 a Qwest ~~premises~~ ~~Wire Center~~. Space will be made available in single  
8 frame bay increments. The current minimum square footage is nine (9)  
9 square feet per bay; however, if smaller bays are or become available,  
10 Qwest will reduce the minimum square footage accordingly. Space will  
11 be provided utilizing Qwest standard equipment bay configurations in  
12 which CLEC can place and maintain its own equipment. CLEC is  
13 responsible for the procurement, installation and on-going maintenance of  
14 its equipment as well as the cross connections required within CLEC's  
15 leased Collocation space.

16 Section 8.2.1: The language "With respect to any technical requirements or  
17 performance standards specified in this Section" should be removed. Qwest's obligations  
18 to provide Collocation under just, reasonable and non-discriminatory terms, conditions  
19 and rates apply to all aspects of Collocation, not just the technical and performance  
20 standards specifically set forth in the SGAT. WCom recommends that Section 8.2.1 be  
21 modified as follows:

22 8.2.1.1 ~~With respect to any technical requirements or performance~~  
23 ~~standards specified in this Section,~~ Qwest shall provide Collocation on  
24 rates, terms and conditions that are just, reasonable and non-  
25 discriminatory.

26 Section 8.2.1.4: This Section describes two standard Demarcation Points for  
27 UNEs. The first, CLEC-provided cross connection equipment located within the CLEC's  
28 collocation space, creates problems with respect to each party's obligations for  
29 maintenance. Each party is responsible for maintenance of its facilities up to the  
30 demarcation point, and therefore each party must have unrestricted access to the

1 demarcation point. Placing the demarcation point inside the CLEC's collocation space  
2 prevents Qwest's unrestricted access to the demarcation, and requires the CLEC to  
3 dispatch CLEC personnel to provide access to Qwest. WCom suggests that a much more  
4 efficient arrangement is to have the demarcation point located outside of CLEC's  
5 collocation space in a common area. The second standard demarcation point is at an  
6 interconnection distribution frame (ICDF). For all of the reasons discussed at Section  
7 8.1.1 above, WCom maintains that the requirement to use ICDF collocation to combine  
8 UNEs is inappropriate and therefore recommends that this language be removed. WCom  
9 recommends that Section 8.2.1.4 be modified as follows:

10 8.2.1.4 Demarcation Points for unbundled network elements  
11 (UNEs) and Ancillary Services. The demarcation point for unbundled  
12 network elements and ancillary services is that physical point where  
13 Qwest shall terminate its unbundled network elements and ancillary  
14 services for access by CLEC. ~~There are two standard demarcation points~~  
15 ~~where unbundled network elements and ancillary services may be~~  
16 ~~delivered to CLEC.~~ CLEC shall specify its choice of ~~standard~~  
17 demarcation points for its access to UNEs and ancillary services. One  
18 available standard demarcation point is at ~~CLEC~~Qwest-provided cross  
19 connection equipment in outside of CLEC's Physical or Virtual  
20 Collocation space. ~~A second standard demarcation point is at an~~  
21 ~~Interconnection Distribution Frame.~~ Alternatively, the demarcation point  
22 may be established at a location jointly agreed to by CLEC and Qwest. To  
23 the extent CLEC selects a demarcation point outside of its collocated  
24 space, ~~such as an ICDF~~, CLEC shall provide and Qwest shall install the tie  
25 cables from CLEC's collocated equipment to the demarcation point.  
26 Alternatively, Qwest shall provide and install these tie cables, at CLEC's  
27 expense.

28 Section 8.2.1.8 and following: The reference to Network Equipment Building  
29 System (NEBS) standards and Qwest Technical Publications, here and elsewhere in  
30 Section 8, should be changed to only reference NEBS Level 1 standards, as required by  
31 the FCC's order. The incorporation of additional Qwest standards (i.e. Technical  
32 Publications) is not justified under the FCC's order, and creates the opportunity for Qwest

1 to unilaterally change the requirements of collocating at any given premises simply by  
2 changing its Technical Publications. All references to safety requirements, technical  
3 requirements, etc. throughout Section 8 should therefore be changed to reference NEBS  
4 Level 1 requirements, in accordance with the FCC's order. Section 8.2.1.8 should  
5 therefore be modified as follows:

6       8.2.1.8 All equipment placed shall meet and be installed in accordance  
7 with Network Equipment Building System (NEBS) Level 1 standards and  
8 ~~will be installed in accordance with Qwest Technical Publications 77350,~~  
9 ~~77351, 77355, and 77386.~~ Qwest shall provide standard central office  
10 alarming pursuant to Qwest Technical Publication 77385.

11       Similarly, for the reasons described above, Section 8.2.2.5 should be modified as  
12 follows:

13       8.2.2.5       CLEC's virtual collocated equipment must comply with the  
14 Bellcore Network Equipment Building System (NEBS) Level 1  
15 ~~requirements Generic Equipment Requirements TR-NWT-000063, Qwest~~  
16 ~~Wire Center environmental and transmission standards and any statutory~~  
17 ~~(local, state or federal) and/or regulatory requirements in effect at the time~~  
18 ~~of equipment installation or that subsequently become effective.~~ CLEC  
19 shall provide Qwest interface specifications (e.g., electrical, functional,  
20 physical and software) of CLEC's virtual collocated equipment.

21       Section 8.2.1.9: The FCC's order requires Qwest to provide the reports described  
22 in that section within 10 days of CLEC's request; this language should be modified  
23 accordingly:

24       8.2.1.9       Upon request by CLEC, Qwest will submit to a requesting  
25 CLEC, within ten (10) days of CLEC's request, a report including:

26       Section 8.2.1.10: For CLEC requests for additional space at a premises where  
27 CLEC is already Collocated, efforts should be made to provide adjoining space in order  
28 to effect the most efficient, cost effective Collocation possible for both parties. Language  
29 to address this circumstance should be added to Section 8.2.1.10. Also, the FCC's order  
30 requires Qwest to remove obsolete unused equipment from its premises upon request, in

1 order to minimize the likelihood that space exhaust will inappropriately occur due to the  
2 use for storage purposes of space that would otherwise be available for collocation.  
3 Language to this effect needs to be added to this Section to ensure that space exhaustion  
4 does not prematurely occur. WCom recommends that Section 8.2.1.10 be revised as  
5 follows:

6 8.2.1.10 Collocation is offered on a first-come, first-served basis.  
7 Where CLEC requests additional Physical Collocation space on Qwest  
8 premises where CLEC is currently collocated, Qwest shall offer CLEC  
9 space that is adjoining CLEC's current space. Where adjoining space is  
10 not available, Qwest will provide interconnection facilities between the  
11 non-adjoining CLEC collocation spaces. Requests for Collocation may be  
12 denied due to the lack of sufficient space in a Qwest Central Office for  
13 placement of CLEC's equipment. If Qwest determines that the amount of  
14 space requested by CLEC for Caged Physical Collocation is not available,  
15 but a lesser amount of space is available, that lesser amount of space will  
16 be offered to CLEC for Caged Physical Collocation. Alternatively, CLEC  
17 will be offered Cageless Physical Collocation (bay at a time), or Virtual  
18 Collocation as an alternative to Caged Physical Collocation. In the event  
19 the original Collocation request is not available due to lack of sufficient  
20 space, and the CLEC did not specify an alternative form of Collocation on  
21 the original order form, the CLEC will be required to submit a new order  
22 for the CLEC's preferred alternative Collocation arrangement. If CLEC  
23 identifies a second choice for collocation on its original Collocation  
24 request, Qwest will determine the feasibility of the second choice in the  
25 event CLEC's first choice is not available. In the event that Qwest  
26 requires additional Central Office space in order to satisfy its own  
27 business needs, additional space will be taken into consideration for  
28 Collocation as well. Qwest shall remove obsolete unused equipment from  
29 its premises upon request from CLEC or upon order by the Commission.

30 Section 8.2.1.17: This section should be removed in its entirety, as references to  
31 NEBS Level 1 requirements elsewhere in Section 8 sufficiently address safety rating  
32 requirements for collocated equipment. Alternatively, this section should be modified to  
33 reference NEBS Level 1 as follows:

34 8.2.1.17 All equipment and installation shall meet NEBS Level 1  
35 earthquake rating requirements.

1 Section 8.2.1.19: The FCC's order requires Qwest to provide CLEC with  
2 reasonable access to parking; this should be added to this paragraph, as follows:

3 8.2.1.19 Qwest shall provide access to CLEC's collocated  
4 equipment and existing eyewash stations, bathrooms, and drinking water  
5 within the Central Office on a twenty-four (24) hours per day, seven (7)  
6 days per week basis for CLEC personnel and its designated agents. Qwest  
7 shall provide CLEC with reasonable access to parking facilities at Qwest's  
8 premises where CLEC is collocated.

9 Section 8.2.1.23: In order to facilitate efficient and cost-effective use of  
10 collocated space, the CLEC should be permitted to interconnect not only with Qwest and  
11 other CLECs, but also to any dedicated interoffice transport facilities, to any end user's  
12 premise, to any other collocating carrier, as well as between CLEC's own collocations  
13 (i.e. between a physical collocation and a virtual collocation) and between the  
14 collocations of CLEC's affiliates on the same premises. Interconnection methods should  
15 not be limited to the use of coax, copper or fiber as specified in this section, and should  
16 include any other technically feasible methods of interconnection. Language needs to be  
17 added to this section to allow for interconnection of CLEC's network as described herein.  
18 Also, CLEC should not be prohibited from using vendors which are not on Qwest's pre-  
19 approved vendor list, provided that Qwest be given reasonable approval of any additional  
20 vendors that CLEC wishes to use. WCom recommends that Section 8.2.1.23 be modified  
21 to read as follows:

22 8.2.1.23 Qwest shall provide, at the request of CLEC, the fiber, coax, ~~or~~  
23 copper cable, or other technically feasible connection between the CLEC's  
24 equipment in its collocated spaces to the collocated equipment of another  
25 CLEC located in the same Qwest ~~premises~~ ~~Wire Center~~. Alternatively,  
26 CLEC may construct its own connection, using copper, coax, ~~or~~ optical  
27 fiber equipment, or any other technically feasible method, between the  
28 CLEC's equipment and that of another CLEC utilizing an Qwest-approved  
29 vendor or another vendor of CLEC's own choosing, subject to Qwest's  
30 approval which may not be unreasonably withheld. CLEC may place its  
31 own fiber, coax, ~~or~~ copper cable, or other connecting facilities outside of

1 the actual physical Collocation space, subject only to ~~reasonable~~ NEBS  
2 Level 1 safety limitations. CLEC may interconnect its network as  
3 described herein to any other collocating carrier, to any collocated affiliate  
4 of CLEC, to any end user's premise, to any dedicated interoffice transport  
5 facilities, and may interconnect CLEC's own collocated space and/or  
6 equipment (i.e. CLEC's physical collocation and CLEC's virtual  
7 collocation on the same premises).

8 In the third revision of the AZ SGAT, Qwest has introduced a change to Section  
9 8.2.1.25, which WCom believes to be a typographical error. In the term "Single Point of  
10 Termination (SPOT) frame", Qwest has stricken the words "of Termination" so that the  
11 sentence now reads "Single Point (SPOT) frame". WCom suggests that the original  
12 wording is correct and that this paragraph should be modified to read as it was originally  
13 written.

14 Section 8.2.1.27: The requirement to use the Bona Fide Request Process to  
15 convert alternative collocation to physical collocation should not apply in those situations  
16 where CLEC was forced to use alternative collocation due to lack of physical space, and  
17 where Qwest subsequently discovers or creates additional physical space. The BFR  
18 process results in additional costs, time delays, and uncertainties incurred by the CLEC  
19 which are not appropriate where the CLEC initially accepted an alternative form of  
20 collocation due to Qwest's denial of Physical Collocation. Language needs to be added  
21 to address this exception, as follows:

22 8.2.1.27 Conversions of the various Collocation arrangements (e.g.,  
23 virtual to physical) will be considered under the Bona Fide Request  
24 Process described in this Agreement. CLEC must pay all associated  
25 conversion charges. However, if Qwest later discovers or creates  
26 additional space at a premise where CLEC had accepted alternative  
27 collocation because Physical Collocation was denied, CLEC may, at it's  
28 option and without being subject to the Bona Fide Request Process and the  
29 costs associated therewith, convert the alternative collocation to Physical  
30 Collocation.

1 Section 8.2.2.7: This section imposes unreasonable training costs/requirements  
2 on the CLEC for virtually collocated equipment, and should therefore be stricken in its  
3 entirety. CLEC's should have the option to provide such training themselves, or to  
4 contract for such training for Qwest personnel at a reduced rate, rather than having to pay  
5 Qwest Direct Training Charges plus per diem and travel expenses. The parties should  
6 mutually agree upon the training program required and the expenses associated therewith  
7 based on the specific equipment to be installed.

8 Section 8.2.2.8: This section as currently written appears to allow for  
9 maintenance charges to be applied at Qwest's discretion, rather than establishing a  
10 reasonable basis for assessing such charges. Also, this section makes no exception for  
11 costs incurred due to Qwest's fault or negligence, which should not be borne by the  
12 CLEC. Therefore, this section should be modified to reflect that maintenance charges for  
13 virtually collocated equipment are subject to a standard of reasonableness, and are to be  
14 applied in accordance with the Agreement, as follows:

15 8.2.2.8 CLEC will be responsible for payment of reasonable charges  
16 incurred in the maintenance and/or repair of CLEC's virtual collocated  
17 equipment in accordance with this Agreement, unless otherwise agreed by  
18 the parties. Notwithstanding the foregoing, CLEC shall not be responsible  
19 for any costs or charges incurred in the maintenance and/or repair of  
20 CLEC's virtual collocated equipment where such costs or charges result  
21 from Qwest's fault or negligence.

22 Section 8.2.3.3: The requirements imposed by Qwest in this section, to force  
23 CLEC to "efficiently use" the collocated space within a certain period of time, and to  
24 restrict how the space can be used, are unreasonable and arbitrary. A CLEC can be  
25 reasonably expected to begin using the collocated space to provide services to CLEC's  
26 customers within 12 months; however, further restrictions on how the space is to be used

1 are not appropriate. Therefore, the last sentence of Section 8.2.3.3 should be modified as  
2 follows:

3 8.2.3.3 The maximum standard leasable amount of floor space for Caged  
4 Physical Collocation is 400 square feet. Requests greater than 400 square  
5 feet will be considered by Qwest on an individual case basis. Within  
6 twelve (12) months of the actual Ready For Service date or the projected  
7 Ready for Service date, whichever is later, CLEC will begin using the  
8 leased space to provide Telecommunications Services. ~~must efficiently use~~  
9 ~~the leased space; no more than 50% of the floor space may be used for~~  
10 ~~storage cabinets and work surfaces.~~

11 Similarly, Section 8.2.3.7 should be stricken in its entirety, for the same reasons  
12 as described above.

13 Section 8.2.3.9: First, as discussed above, references to requirements in excess of  
14 NEBS Level 1 should be removed. Further, Qwest should not be permitted to stop work  
15 on a CLEC's collocation without agreement of, or at the very least reasonable notice to,  
16 the CLEC. It is reasonable to allow Qwest to correct significant hazardous conditions  
17 where CLEC has failed to comply with NEBS Level 1, and to correct the conditions at  
18 CLEC's expense, but again, this should be tied only to NEBS Level 1 requirements and  
19 not subject to Qwest's interpretation of what may be "non-standard". WCom therefore  
20 recommends that Section 8.2.3.9 be modified as follows:

21 8.2.3.9 If, during installation, Qwest determines CLEC activities or  
22 equipment do not comply with the NEBS Level 1 standards, and listed in  
23 ~~this Section or are otherwise unsafe, non-standard or in violation of any~~  
24 ~~applicable laws or regulations, Qwest has the right to stop all Collocation~~  
25 ~~work until the situation is remedied. If if~~ such conditions pose an  
26 immediate threat to the safety of Qwest employees, interfere with the  
27 performance of Qwest's service obligations, or pose an immediate threat  
28 to the physical integrity of the conduit system, cable facilities or other  
29 equipment in the Central Office, Qwest may perform such work and/or  
30 take action as is necessary to correct the condition at CLEC's expense.

31 Section 8.2.3.10: This section imposes random audit requirements that are neither  
32 reasonable nor necessary to maintain the integrity of the Collocation. Audits of

1 collocated space should be conducted in the same manner as any other audit, with  
2 reasonable notice and reasonable limitations on the quantity and timing of such audits,  
3 and should be handled in accordance with the agreed-upon audit process set forth in the  
4 Agreement. The SGAT specifies an audit process in Section 18; while this has not been  
5 reviewed as part of the proceedings as of yet, once it has been reviewed and agreed upon,  
6 this process should govern audits of collocated space as well. WCom recommends that  
7 Section 8.2.3.10 be stricken in its entirety.

8 Section 8.2.3.12 and following sections: Provided that CLEC complies with  
9 NEBS Level 1 requirements, CLEC should not be restricted to Qwest approved  
10 contractors, and should be allowed to perform construction work itself or with a  
11 contractor of CLEC's own choosing, subject to Qwest's reasonable approval. Also, this  
12 paragraph makes reference to two Qwest Technical Publications which "must be in the  
13 possession of CLEC and its agents at the site during all work activities" which are not  
14 identified. Inclusion of these or any other Technical Publications is not consistent with  
15 the FCC's order requiring the use of NEBS Level 1 standards and requirements.

16 Language requiring the use of Qwest approved contractors and standards in addition to  
17 NEBS Level 1 should be removed from this section as well as any other provisions in  
18 Section 8, and Section 8.2.3.12 should be modified to read as follows:

19 8.2.3.12 For Caged Physical Collocation, CLEC's leased floor space  
20 will be separated from other CLECs and Qwest space through a cage  
21 enclosure. Qwest will construct the cage enclosure or CLEC may choose  
22 from Qwest approved contractors, or may use another vendor of CLEC's  
23 own choosing, subject to Qwest's approval which may not be  
24 unreasonably withheld, to construct the cage in accordance with ~~the~~  
25 ~~technical publications listed below.~~ All CLEC equipment placed will  
26 meet NEBS Level 1 standards, and will comply with any local, state, or  
27 federal regulatory requirements in effect at the time of equipment  
28 ~~installation or that subsequently become effective. These two Qwest~~

1 ~~Technical Publications must be in the possession of CLEC and its agents~~  
2 ~~at the site during all work activities.~~

3 Section 8.2.3.13: As this is the same issue as Section 8.1.3 above, reference to  
4 minimum square footage requirements should be modified to reflect the minimum space  
5 required to house a single rack or bay, as follows:

6 8.2.3.13 For Cageless Physical Collocation, CLEC may use and pay  
7 for as little space as is needed to house a single rack or bay of  
8 equipment~~the minimum square footage is 9 square feet per bay~~. Requests  
9 for multiple bay space will be provided in adjacent bays where possible.  
10 When contiguous space is not available, bays may be commingled with  
11 other CLECs' equipment bays. CLEC may request, through the Qwest  
12 Space Reclamation Policy, a price quote to rearrange Qwest equipment to  
13 provide CLEC with adjacent space.

14 Section 8.2.4.3.3: Fire rating requirements are addressed in the NEBS Level 1  
15 standards, and the language in Section 8.2.4.3.3 should therefore be modified to refer to  
16 NEBS Level 1 fire rating requirements, as follows:

17 8.2.4.3.3 Express Fiber Entrance Facility -- Qwest will place a  
18 CLEC-provided fiber cable from the C-POI directly to CLEC's  
19 Collocation space. The fiber cable placed in the Qwest premises~~Wire~~  
20 ~~Center~~ must meet NEBS Level 1 fire rating requirements. If the CLEC  
21 provided cable does not meet NEBS Level 1 fire rating requirements then  
22 a transition splice will occur in the cable vault to insure that the cable  
23 within the Qwest office meets requirements. This option will not be  
24 available if there is less than one full sized conduit (for emergency  
25 restoration) and 2 innerducts (one for emergency restoral and one for a  
26 shared entrance cable).

27 Section 8.2.4.6: This paragraph should be modified to provide for dual entry into  
28 Qwest's premises where CLEC requests such dual entry for its collocation. To allow  
29 Qwest to refuse dual entry to CLECs would result in discriminatory treatment, where  
30 Qwest provides diversity to itself but not to CLECs, and places CLECs at a competitive  
31 disadvantage when dealing with issues such as cable cuts, etc. WCom recommends that  
32 Section 8.2.4.6 be modified to read as follows:

1 8.2.4.6 Dual entry into a Qwest ~~premises~~ ~~Wire Center~~ will be provided  
2 ~~upon request by CLEC only when two entry points pre-exist and duct~~  
3 ~~space is available. Qwest will not initiate construction of a second,~~  
4 ~~separate Collocation entrance facility solely for Collocation. If Qwest~~  
5 ~~requires a Collocation entrance facility for its own use, then the needs of~~  
6 ~~CLEC will also be taken into consideration.~~

7 Section 8.2.5: WCom recommends that this section, including subsections 8.2.5.1  
8 through 8.2.5.4, be deleted in its entirety. As discussed at Section 8.1.1 above, this  
9 section creates an obligation on the part of CLECs to interconnect at an ICDF in order to  
10 obtain UNE Combinations. Requirements for obtaining UNEs in combination are  
11 properly addressed in Section 9.0 of the SGAT, which deals with UNEs, rather than in  
12 the collocation sections.

13 Section 8.3.1.1: Charges for nonrecurring and recurring Collocation costs should  
14 be based on TELRIC methodology. Language should be added to this section to define  
15 and support the use of TELRIC methodology in establishing costs of Collocation and  
16 preparing quotes, as follows:

17 8.3.1.1 Qwest will recover Collocation costs through both recurring and  
18 nonrecurring charges. The charges are determined by the scope of work to  
19 be performed based on the information provided by CLEC on the  
20 Collocation Order Form. A quote is then developed by Qwest for the  
21 work to be performed. All nonrecurring and recurring charges for  
22 Collocation hereunder shall not exceed the Total Element Long Run  
23 Incremental Cost ("TELRIC"). The TELRIC cost is the forward-looking  
24 cost over the long run of the total quantity of the facilities and functions  
25 that are directly attributable to, or reasonably identifiable as incremental  
26 to, such Collocation. The TELRIC cost incorporates all site conditioning  
27 and preparation costs into the forward-looking per square foot space rental  
28 cost. The forward-looking cost of capital will be used in calculating the  
29 TELRIC cost.

30 Section 8.3.1.8: Although establishment of a minimum labor charge is not  
31 unreasonable, a 3-hour minimum is not reasonable unless this is what Qwest also charges  
32 to itself (i.e. pays its own employee for a call out on Qwest's own equipment) for after

1 hours inspector labor. WCom therefore requests that Qwest provide confirmation that the  
2 3-hour minimum is consistent with what Qwest charges to itself, or modify this section to  
3 be consistent with what Qwest charges to itself.

4 Section 8.3.1.12: Security charges should be cost-based and calculated in  
5 accordance with the TELRIC model described in Section 8.3.1.1 above. Also, it is not  
6 clear why video cameras or other security infrastructure would be required and charged  
7 to CLECs. Such additional infrastructure and the costs associated therewith should be  
8 mutually agreed upon between Qwest and the CLEC, rather than unilaterally determined  
9 by Qwest. WCom recommends that Section 8.3.1.12 be modified as follows:

10 8.3.1.12 Security Charge. This charge applies to the keys/card and  
11 card readers, required for CLEC access to the Qwest Central Office for the  
12 purpose of Collocation. Charges shall be calculated in accordance with  
13 the requirements of Section 8.3.1.1 above, and are assessed per CLEC  
14 employee, per card on a monthly basis. ~~Video cameras and other Central~~  
15 ~~Office Security infrastructure may be required and will be assessed on an~~  
16 ~~Individual Case Basis.~~

17 Section 8.3.2.1 contains the same issue as Section 8.3.1.8 above. Minimum  
18 maintenance labor charges to the CLEC should be consistent with what Qwest charges  
19 itself (i.e. pays its technician) for after hours labor on its own equipment. WCom  
20 therefore requests that Qwest provide confirmation that the 3-hour minimum is consistent  
21 with what Qwest charges to itself, or modify this section to be consistent with what  
22 Qwest charges to itself.

23 Section 8.3.3.1: The FCC's order requires the proration of physical collocation  
24 space construction and site preparation charges based on CLEC's actual usage of space.  
25 Language should be added to this paragraph to ensure the TELRIC-based calculation of  
26 these costs as well as the appropriate allocation of these costs to the CLEC. Also, the  
27 language regarding the use of Qwest approved contractors should be modified and the

1 language requiring compliance to Qwest's technical publications should be removed as  
2 discussed at Section 8.2.3.12 above. Therefore, WCom recommends the following  
3 changes be made to Section 8.3.3.1:

4 8.3.3.1 Space Construction and Site Preparation. Includes the material and  
5 labor to construct and prepare the space, including all support structure,  
6 cable racking and lighting required to set up the space. It also includes air  
7 conditioning (to support CLEC loads specified), lighting (not to exceed 2  
8 watts per square foot), and convenience outlets (3 per caged or cageless  
9 Collocation or number required by building code) and the cost associated  
10 with space engineering. If a new line-up is established for cageless  
11 Collocation, an AC power outlet will be provided at every other bay in the  
12 line-up. Cageless bays placed in existing line-ups will use the existing  
13 outlets. For Caged Collocation, it includes a nine foot high cage enclosure  
14 available in increments up to 400 square feet. CLEC may choose from  
15 Qwest approved contractors, or may use another vendor of CLEC's own  
16 choosing, subject to Qwest's approval which may not be unreasonably  
17 withheld, to construct the space, including the cage in the case of Caged  
18 Collocation, in accordance with NEBS Level 1 requirements~~Qwest's~~  
19 ~~installation Technical Publication 77350.~~ Pricing for the Space  
20 Construction and Site Preparation is described in Exhibit A. Subject to  
21 Section 8.3.1.1 above, in the case of shared collocation, Qwest may not  
22 increase the cost of site preparation or nonrecurring charges above the  
23 TELRIC cost for provisioning such a cage of similar dimensions and  
24 material to a single collocating party, and Qwest must prorate the charge  
25 for site conditioning and preparation by determining the total charge for  
26 site preparation and allocating that charge to CLEC based on the  
27 percentage of the total space used by CLEC. Qwest must in all cases of  
28 shared space collocation allocate space preparation, conditioning, security  
29 measures and other Collocation charges on a pro-rated basis to ensure that  
30 the charges paid by CLEC as a percentage of the total overall space  
31 preparation and conditioning expenses do not exceed the percentage of the  
32 total Collocation space used by CLEC.

33 Section 8.3.4 should be deleted in its entirety, for the same reasons stated above at  
34 Sections 8.1.1, 8.1.1.5 and 8.2.5.

35 Sections 8.4.2.2, 8.4.3.1 and 8.4.3.2: The language concerning ordering intervals  
36 in these sections does not clearly require Qwest to adhere to the stated intervals, and in  
37 fact allows Qwest to revise such intervals at its option. It is reasonable to expect Qwest  
38 to establish fair and achievable ordering and provisioning intervals, and to commit to

1 those intervals in this SGAT. While the FCC's order did not establish required intervals,  
2 it strongly recommended that State Commissions do so. The language in Sections 8.4.2.2  
3 and 8.4.3.1 should be modified to require Qwest to meet the stated intervals, and to  
4 provide shorter intervals for CLEC orders for other than new collocation build-outs.  
5 Section 8.4.3.2 should be stricken in its entirety, to remove Qwest's unilateral ability to  
6 ignore committed intervals, and replaced with a brief statement concerning the remedy  
7 plan applicable to failure to meet committed intervals.

8 8.4.2.2 Virtual Collocation price quotes will be honored for thirty (30)  
9 calendar days from the date the quote is provided. During this period the  
10 Collocation entrance facility and space is reserved pending CLEC's  
11 approval of the quoted charges. If CLEC agrees to terms as stated in the  
12 Collocation Price Quote, CLEC must respond within 30 calendar days  
13 with a signed quote, a down payment check for 50% down of the quoted  
14 charges and proof of insurance. ~~Under normal conditions, Qwest will~~  
15 ~~complete the installation within ninety (90) calendar days from receipt of~~  
16 ~~CLEC's equipment, unless otherwise agreed by the parties. Any portions~~  
17 ~~that cannot be completed within ninety (90) calendar days will be~~  
18 ~~negotiated with CLEC on an individual case basis. The installation of line~~  
19 ~~eards and other minor modifications~~  
20 Any requests for other than a new  
21 Collocation installation shall be performed by Qwest on shorter intervals  
22 and in no instance shall any such interval exceed thirty (30) calendar days.  
Final Payment is due upon completion.

23 8.4.3.1 Upon receipt of a Collocation Order Form and QPF, Qwest will  
24 perform a feasibility study to determine if adequate space and power can  
25 be found for the placement and operation of CLEC's equipment within the  
26 Central Office. The feasibility study will be provided within ten (10)  
27 calendar days from date of receipt of the QPF. If Collocation entrance  
28 facilities and office space are found to be available, Qwest will develop a  
29 quote for the supporting structure within twenty-five (25) calendar days of  
30 providing the feasibility study. Physical Collocation price quotes will be  
31 honored for thirty (30) calendar days from the date the quote is provided.  
32 Upon receipt of the signed quote, 50% down and proof of insurance, space  
33 will be reserved and construction by Qwest will begin. ~~When space and~~  
34 ~~power requirements are available, t~~The leased space (including the cage  
35 for Caged Physical Collocation) will be available to CLEC for placement  
36 of its equipment within ninety (90) calendar days of receipt of the 50%  
37 down payment, unless otherwise agreed by the parties. For any requests  
38 other than a new Collocation build-out, including but not limited to  
39 capacity augments, express fiber augments, and cage to cage connections,

1 the leased space will be made available to CLEC for placement of its  
2 equipment within thirty (30) calendar days of receipt of the 50% down  
3 payment. Depending on specific Qwest premises~~Wire Center~~ conditions,  
4 shorter intervals may be available. Final payment is due upon completion  
5 of work.

6 ~~8.4.3.2 Due to variables in equipment availability and scope of the work to~~  
7 ~~be performed, additional time may be required for implementation of the~~  
8 ~~structure required to support the Collocation request. Examples of~~  
9 ~~structure that may not be completed within ninety (90) calendar days may~~  
10 ~~include additional time for placement of a C POI and DC power upgrades~~  
11 ~~required to meet CLEC's Collocation request.~~Failure by Qwest to meet the  
12 applicable intervals specified in Section 8.4.2.2 and Section 8.4.3.2 above  
13 shall result in all applicable remedies set forth in this Agreement and in  
14 the performance remedy plan to be discussed and established by the  
15 Regional Oversight Committee (ROC) and/or the Commission.

16 Section 8.4.3.3: It is foreseeable that a given CLEC will be collocating at Qwest's  
17 premises in more than one state. The language of the SGAT should be clarified to ensure  
18 that the maximum number of Collocation orders that the intervals will be applied to is  
19 within a given state, and not across all states in which CLEC is ordering Collocation from  
20 Qwest, as follows:

21 8.4.3.3 The intervals in Section 8.4.3.1 above apply to a maximum of five (5)  
22 Collocation orders per CLEC per week per State. If six (6) or more Collocation  
23 orders are required by CLEC in a State in a one-week period, intervals shall be  
24 individually negotiated.

25 Section 8.4.4, including all subsections, should be stricken in its entirety, for the  
26 same reasons stated above at Sections 8.1.1, 8.1.1.5 and 8.2.5.

27 Section 8.5.1: WCom recommends that this section, including subsections 8.5.1.1  
28 and 8.5.1.2, be stricken in its entirety. Section 8.5.1.1 is contradictory and redundant  
29 given the process specified in Section 8.5.3.1. Section 8.5.1.2 is also redundant given the  
30 process specified in Section 8.5.3.1, which gives Qwest the right to begin charging  
31 monthly recurring rent charges upon signing of the completion package.

1 Section 8.6.3, including subsection 8.6.3.1, should be stricken in its entirety, for  
2 the reasons stated above at Sections 8.1.1, 8.1.1.5 and 8.2.5.

3 **Q. PLEASE DISCUSS WCOM'S GENERAL CONCERNS REGARDING**  
4 **CHECKLIST ITEM 14 ON RESALE.**

5 **A.** WCom has had limited experience with Qwest's products and services available  
6 for Resale in Arizona. However, WCom believes that Qwest must demonstrate that it has  
7 resolved a substantial resale migration issue before approval is given with regards to this  
8 Checklist Item.

9 In the latter part of 1997, WCom initiated a customer test of Qwest's provisioning  
10 systems and processes. This test was conducted under the direction of the Colorado  
11 Commission. The objective of this test was two-fold: 1) to determine the effectiveness  
12 of Qwest's pre-order, ordering and billing processes for resale customers, and 2) to  
13 determine the manner in which to migrate customers back to Qwest to ensure a smooth  
14 process for customers wishing to move services among local service providers. WCom  
15 completed the first phase of the test December, 1997. A total of 1800 residential resale  
16 and 180 business resale orders were placed. The majority of these orders were placed in  
17 Colorado, but some were also placed for Arizona customers.

18 In January of 1998, WCom commenced phase two of the test: the effort to either  
19 migrate these test customers back to Qwest or to disconnect their service. This second  
20 phase of the resale test was not a surprise to Qwest. In fact, on May 14, 1998, WCom  
21 notified US WEST in writing that on May 18 the test customers would begin contacting  
22 US WEST's business office to either migrate or disconnect accounts.

1 WCom test customers immediately began to experience problems with the Qwest  
2 migration and disconnect process. The following problems were documented to Qwest:

- 3 • Qwest Customer Service Representatives were not trained to handle the  
4 migration
- 5 • Customer orders were lost by Qwest
- 6 • Qwest kept customers on hold for long periods of time

7 On June 11, 1998, US WEST responded in writing to WCom, revealing no root  
8 cause of the problems, but indicating that a lack of internal understanding of the  
9 migration process added to the confusion and lack of service. Eventually, Qwest had the  
10 test customers work with one assigned Qwest Service Representative to resolve the  
11 majority of the resale migration and disconnect problems. Two years later, WCom is still  
12 in the process of working with Qwest to resolve outstanding billing problems associated  
13 with these test customers.

14 WCom thoroughly documented these resale migration issues to Qwest. Although  
15 these problems occurred 2-3 years ago, all of the outstanding problems have yet to be  
16 resolved, and WCom is not convinced that Qwest has adequately addressed this issue or  
17 is prepared in its service centers to handle resale migration issues in the future. WCom  
18 strongly recommends to this Commission that Qwest assure the Commission and the  
19 CLECs that Qwest service center personnel have been adequately trained on migration  
20 processes and that Qwest's internal systems will support these processes to properly  
21 manage commercial volumes of resale migrations.

22 In conclusion, final approval of Checklist Item 14 must await the successful of the  
23 Third Party Operations Support Systems (OSS) test. In addition, Qwest must

1 demonstrate that the resale migration issues have been resolved. Therefore, it is still too  
2 early to determine whether Qwest is offering resale performance to the CLECs at parity  
3 with that which Qwest offers to its own customers and allowing CLECs a meaningful  
4 opportunity to compete.

5 **Q. DOES WCOM'S HAVE ANY SPECIFIC CONCERNS ABOUT SGAT**  
6 **PROVISIONS ADDRESSING RESALE?**

7 **A.** Yes.

8 In Section 6.1.1, Qwest's SGAT offers for resale any retail services provided to its  
9 subscribers (non-telecommunications carriers). However, a CLEC should be able to  
10 purchase at a discount any service offered by Qwest at retail if so desired, so as to be able  
11 to offer CLEC's customers comparable service related promotions, 911, voice mail, etc.,  
12 on a competitive footing with Qwest. WCom recommends that Section 6.1.1 be modified  
13 to read as follows:

14 6.1.1 Qwest shall offer for resale at wholesale rates any retail  
15 Telecommunications Service that it provides to itself or to any other party  
16 subscribers who are not Telecommunication Carriers, subject to the terms  
17 and conditions of this Section. All Qwest retail telecommunications  
18 services are available for resale from Qwest pursuant to the Act and will  
19 include terms and conditions (except prices) in Qwest's applicable product  
20 Tariffs.

21 Section 6.1.2 speaks to Qwest being able to purchase similar services from a  
22 CLEC if it wished to, and if so, the terms and conditions of the SGAT would apply to the  
23 services provided by the CLEC to Qwest. ILECs are obligated to offer their services for  
24 resale at wholesale rates under the Act. The Act does not apply such requirements to  
25 CLECs. Hence, the CLEC should not be bound by the Resale provisions of this  
26 agreement. Additionally, should a CLEC choose to offer services to Qwest for resale,

1 those provisions need to be negotiated separately from this SGAT. Therefore, WCom  
2 recommends modifying Section 6.1.2 as follows:

3 6.1.2 This Section addresses the provision of certain Qwest services to  
4 CLEC for resale by CLEC. Should Qwest wish to obtain similar services  
5 from CLEC for resale, CLEC will make its telecommunications services  
6 available for resale in accordance with section 251(b)(1) of the Act. ~~the~~  
7 ~~terms and conditions of this Agreement shall apply, and the Parties will~~  
8 ~~negotiate the rates at which Qwest may purchase such services. Any~~  
9 ~~dispute in such negotiations, shall be resolved in accordance with the~~  
10 ~~dispute resolution section of this Agreement.~~

11 In Section 6.2.2.1, promotional offerings of 90 days or less are available for  
12 resale, but without the wholesale discount. Sequentially running such promotions every  
13 90 days would allow Qwest to avoid its wholesale discounting obligations, especially if  
14 the terms of the promotion speak to recurring charges. CLECs should be able to resell  
15 any service or order based promotional offerings, without any timeframe restrictions, if  
16 such restrictions do not exist for Qwest. WCom recommends that Section 6.2.2.1 be  
17 modified as follows:

18 6.2.2.1 Qwest shall offer for resale all of its services available to Qwest's  
19 customers, including, but not limited to, contract services arrangements  
20 (e.g. term plans), special arrangements and promotions. Such contract  
21 services, special arrangements, and Ppromotional offerings of ninety (90)  
22 days or less are available to CLECs for resale as they become tariffed for  
23 Qwest's customers. ~~Such promotions are available for resale under the~~  
24 ~~same terms and conditions that are available to retail end users, with no~~  
25 ~~wholesale discount. Qwest may apply the wholesale discount to the~~  
26 ~~ordinary retail rate rather than to the special promotional rate only in the~~  
27 ~~event (i) such promotions offer rates which will be in effect for less than~~  
28 ~~90 days, and (ii) Qwest does not use such promotional offerings to evade~~  
29 ~~the wholesale rate obligation (e.g. by making available a sequential series~~  
30 ~~of 90-day promotional rates).~~

31 In Section 6.2.2.4, Qwest specifies that 911 service is not available for resale;  
32 however, this section does not address the availability for resale of "N11" such as 311,  
33 411, 611 and others. If Qwest makes N11 services available to its customers, then those

1 services should also be made available to CLECs for resale, with wholesale discounts.

2 Section 6.2.2.4 should be modified as follows:

3 6.2.2.4 Qwest will allow the CLEC to resell any N11 service offered by  
4 Qwest to its customers, including, without limitation, 311, 411, and 611,  
5 except that Universal Emergency Number Service (911) is not available  
6 for resale. These services shall be routed to CLEC and branded or  
7 unbranded as required by CLEC.

8 Section 6.2.3 of the SGAT states that Qwest will provide services for resale in

9 "substantially the same time and manner" that it provides to other resellers and end users.

10 The term "substantially the same" is ambiguous and creates the opportunity for

11 conflicting interpretations by the parties. US WEST should provide these services at

12 parity. WCom recommends that Section 6.2.3 be modified to read as follows:

13 6.2.3 Qwest shall provide to CLEC the capability to provide, at a  
14 minimum, the same level of service quality as Qwest provides to itself, its  
15 customers, subsidiaries, Affiliates and Telecommunications Services for  
16 resale that are at least equal in quality and in substantially the same time  
17 and manner that Qwest provides these services to others, including other  
18 Resellers and retail end users, with respect to all services. Qwest shall  
19 make all of its resale services available to CLEC on terms and conditions  
20 that are reasonable and non-discriminatory, and at parity with the service  
21 terms and conditions provided to itself and others, including other  
22 Resellers and retail end users.

23 Section 6.2.5 of the SGAT requires the CLEC to provide Qwest with annual two-

24 year forecasts, within 90 days of requesting service, with city/state identification,

25 service/quantity of services estimations, and service order quantities. A CLEC should not

26 be required to provide any market information or order forecasts to its competitors for

27 Resale or UNE-P under any conditions. Rather, a CLEC should be willing to generally

28 estimate its use of OSS applications for scaling and throughput/system response time

29 planning on Qwest's part, to allow Qwest to size and plan for its OSS resources.

30 Accordingly, WCom recommends that Section 6.2.5 be modified as follows:

1           6.2.5 If requested by Qwest, within 90 days of requesting resale services  
2 pursuant to this Agreement, CLEC will provide an annual estimate of its  
3 minimum and maximum daily OSS processing needs, to facilitate Qwest's  
4 OSS application scaling and development in support of resale service.  
5 Such estimates will include the start date for the estimate, the applicable  
6 resale services anticipated to be purchased, the estimated maximum and  
7 minimum daily order volume for the period being addressed, and the name  
8 of CLEC's key order interface development personnel ~~two year forecast~~  
9 ~~for resale of Qwest services within ninety (90) calendar days of requesting~~  
10 ~~service pursuant to this Agreement. If requested by Qwest, CLEC's~~ The  
11 annual estimate ~~forecast~~ shall be updated and provided to Qwest on an  
12 annual basis ~~or as requested by Qwest. Each forecast will provide:~~

- 13           ~~\_\_\_\_\_ The date service will be offered (by city and/or state);~~
- 14           ~~\_\_\_\_\_ The type and quantity of service(s) which will be offered;~~
- 15           ~~\_\_\_\_\_ CLEC's anticipated number of service orders; and~~
- 16           ~~\_\_\_\_\_ Name of CLEC's key contact personnel.~~

17           The information provided pursuant to this paragraph shall be considered  
18 Proprietary Information under the Nondisclosure Section of this  
19 Agreement.

20           Section 6.2.9 obligates the CLEC to either use Qwest's branding or pay to have

21 CLEC's branding applied, even if CLEC chooses to have no branding. This places an  
22 undue cost burden on the CLEC to purchase branding when the CLEC's business plan  
23 does not require it. It is clearly technically feasible to order OS, DA, etc., with different  
24 branding than used by Qwest, and it should therefore follow that is technically feasible to  
25 order those services without any branding. Qwest cannot properly charge the CLEC for a  
26 service that the CLEC neither wants nor uses. Further, Qwest does not incur any  
27 additional expense by unbranding; rather, Qwest incurs expense by branding for itself.  
28 Unbranding may in fact reduce expenses incurred by Qwest. It is therefore inequitable to  
29 require a CLEC to pay Qwest to remove their brand. In addition, the Qwest brand should  
30 not be placed on OS/DA calls purchased by the CLEC at all, since such branding would  
31 be misleading to the customer, anticompetitive and possibly fraudulent. For all of the  
32 reasons discussed above, CLECs should be provided the option to order OS, DA, etc.,

1 without branding, at no additional charge for such unbranding. WCom recommends  
2 modifying Section 6.2.9 as follows:

3 6.2.9 If Qwest provides and CLEC requests and accepts operator  
4 services, directory assistance, or intraLATA long distance as a part of the  
5 basic exchange resold line, such services will be offered with standard  
6 Qwest branding, with rebranding in CLEC's name as further described  
7 below, or with no branding, at CLEC's option. CLEC is not permitted to  
8 alter the branding of these services in any manner when the services are a  
9 part of the resold line without the prior written approval of Qwest.  
10 ~~However, a~~At the request of CLEC and where technically feasible, Qwest  
11 will rebrand operator services and directory assistance in CLEC's name, in  
12 accordance with terms and conditions outlined in the Ancillary Services –  
13 Directory Assistance and Toll and Assistance Operator Services Sections  
14 of the Agreement, or will unbrand the services at no additional charge to  
15 CLEC.

16 Section 6.2.12 as currently written allows Qwest to terminate resale service to  
17 CLEC for non-payment of charges; however, this section does not address circumstances  
18 in which CLEC is properly disputing such charges. Qwest should not be allowed to  
19 disconnect a CLEC's service for non-payment due to a legitimate dispute of Qwest's  
20 billing by the CLEC. Qwest is not permitted to disconnect its own retail customer's  
21 services when the customer disputes a billing; similarly, CLEC disputes of improper or  
22 incorrect billing by Qwest should not have the potential to bring forth the threat of  
23 disconnect. WCom therefore recommends that the following language be added to  
24 Section 6.2.12:

25 6.2.12 In the event Qwest terminates the provisioning of any resold  
26 services to CLEC for any reason, including CLEC's non-payment of  
27 charges, CLEC shall be responsible for providing any and all necessary  
28 notice to its end users of the termination. In no case shall Qwest be  
29 responsible for providing such notice to CLEC's end users. Qwest will  
30 provide notice to CLEC of Qwest's termination of a resold service on a  
31 timely basis consistent with Commission rules and notice requirements.  
32 Notwithstanding anything to the contrary specified in this Agreement,  
33 billed amounts which are being investigated, queried, or for which claims  
34 have been filed are not due for payment until such investigations, claims  
35 or queries have been fully resolved by both CLEC and Qwest, and Qwest

1 shall not be permitted to terminate the provisioning of any resold services  
2 to CLEC which are the subject of such investigations, claims or queries.

3 In Section 6.3.4, CLEC is required to pay PIC change charges without wholesale  
4 discount. However, PIC changes should be considered a retail service that CLEC is able  
5 to purchase at the wholesale discount rate, as is the case with other ILECs such as Bell  
6 Atlantic. Section 6.3.4 should therefore be modified to read:

7 6.3.4 CLEC will pay to Qwest the PIC change charge, at the wholesale  
8 ~~without~~ discount level, for CLEC end user changes of interexchange or  
9 intraLATA carriers. Any change in CLEC's end users' interexchange or  
10 intraLATA carrier must be requested by CLEC on behalf of its end user.

11 Section 6.3.6 discusses "miscellaneous charges" to which CLEC may be subject,  
12 without any description of what these charges are for, or when or how they may be  
13 assessed. Qwest must clarify this language. What are these miscellaneous charges? It is  
14 not reasonable to expect the CLEC to agree to miscellaneous charges without specifying  
15 what kinds of charges may be included, how and when these charges may apply, and  
16 what restrictions will be imposed on Qwest's ability to unilaterally charge additional fees  
17 without the prior knowledge or consent of the CLEC. If Qwest cannot sufficiently and  
18 satisfactorily clarify this language, Section 6.3.6 should be stricken in its entirety.

19 **Q. DOES WCOM HAVE ANY CONCLUDING COMMENTS REGARDING**  
20 **CHECKLIST ITEMS 1 AND 14?**

21 **A.** I have addressed in this testimony a number of WCom's business concerns with  
22 respect to these two checklist items. In addition, I have noted numerous substantial  
23 concerns regarding Qwest's proposed SGAT, which is made available to all competitors  
24 who choose not to negotiate their own specific interconnection agreement. WCom may  
25 have additional concerns not raised today, specific to its own unique business plans, that  
26 it will need to negotiate in future interconnection agreements and/or other related

1 agreements with Qwest. WCom may find it necessary to bring some of those issues to  
2 this Commission in an arbitration if such negotiations are not successful.

3 WCom believes that both the business concerns and the concerns related to the  
4 proposed SGAT discussed today demonstrate that it would be premature for the Arizona  
5 Commission to find that Qwest has satisfied either the spirit or the letter of the  
6 Telecommunications Act of 1996 regarding Checklist Items 1 and 14.

7 **Q. DOES WCOM HAVE ANY COMMENTS REGARDING QWEST'S**  
8 **POLICY ON THE ASSIGNMENT OF LOCAL ROUTING NUMBERS WHICH**  
9 **WAS DEFERRED TO THIS WORKSHOP?**

10 **A.** Yes. WCom shares the concerns raised by AT&T in its earlier comments.

11 **Q. DOES THIS CONCLUDE YOUR TESTIMONY REGARDING**  
12 **CHECKLIST ITEMS 1 AND 14?**

13 **A.** Yes, it does. Thank you.

CERTIFICATE OF SERVICE

I hereby certify that on this 2<sup>nd</sup> day of August, 2000, the original and ten copies of the enclosed filing were sent via Airborne Express To the Arizona Corporation Commission.

Arizona Corporation Commission  
Docket Control -Utilities Division  
1200 West Washington Street  
Phoenix, AZ 85007

and that a copy of the foregoing was sent US mail this 2<sup>nd</sup> day of June, 2000 to the following:

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