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AZ CORP COMMISSION
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1 **LEWIS**
2 **AND**
3 **ROCA**
4 **LLP**
5 **LAWYERS**

6
7 **BEFORE THE ARIZONA CORPORATION COMMISSION**

8 **WILLIAM A. MUNDELL**
9 **Chairman**

10 **JAMES M. IRVIN**
11 **Commissioner**

12 **MARC SPITZER**
13 **Commissioner**

Arizona Corporation Commission

DOCKETED

DEC 10 2001

DOCKETED BY 

14 **IN THE MATTER OF U S WEST**
15 **COMMUNICATIONS, INC.'S**
16 **COMPLIANCE WITH § 271 OF THE**
17 **TELECOMMUNICATIONS ACT OF 1996**

Docket No. T-00000A-97-0238

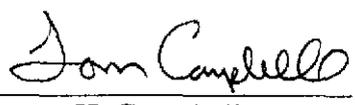
18 **WORLDCOM, INC.'S NOTICE OF FILING ERRATTA**

19
20 On December 7, 2001, WorldCom, Inc. filed its Response to Qwest's Status Report
21 on Change Management Process. Attached as Exhibit 2 to that filing was a copy of an
22 escalation request. WorldCom requests that you replace the Exhibit 2 attached to the
23 December 7, 2001 filing with the Exhibit 2 attached to this notice.
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RESPECTFULLY submitted this 10th day of December, 2001.

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- AND -

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Attorneys for WorldCom, Inc.

ORIGINAL and ten (10)
copies of the foregoing filed
this 10th day of December, 2001,
with:

Arizona Corporation Commission
Docket Control - Utilities Division
1200 W. Washington Street
Phoenix, Arizona 85007

COPY of the foregoing hand-
delivered this 10th day of December, 2001,
to:

Maureen Scott
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Jane Rodda, Administrative Law Judge
Arizona Corporation Commission
1200 W. Washington Street
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6 COPY of the foregoing mailed
7 this 10th day of December, 2001, to:

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Betty J. Griffin

CMP Escalations and Dispute Submittal Form
Items marked by a red asterisk (*) are required.

*** CLEC Company Name:**

This escalation is submitted jointly by:

Eschelon Telecom, Inc.
Covad Communications
Allegiance Telecom Inc.

Referred to jointly as "CLECs."

*** Action Type:**

- select an action type -

Escalation

**Entering a change request number is optional, but you are required to select a status (select "no change request number" if you choose not to enter a number).
Change Request Number:**

CR #PC100101-5

Change Request Status:

- select one - no change request number Submitted Clarification/Evaluation
Presented Implementation CLEC Test Completed

CLECs believe that the appropriate status is "Denied" by CLECs. Qwest has listed the status as "Development."

NOTE: (Status choices on web need to be revised to include "denied" and "development.")

*** Description:**

Qwest provided this description of the CR: "Currently, CLECs' are responsible for testing UNE's prior to submitting a trouble report to Qwest. CLECs' are to provide test diagnostics including specific evidence that the trouble is in the Qwest Network along with the associated Qwest circuit identification number. If the CLEC elects not to perform the necessary UNE testing, Qwest will offer to do such testing on CLECs' behalf. If such testing is requested by the CLEC, Qwest will perform the additional testing and bill the CLEC the appropriate charges that are in their Interconnection agreement.

If the CLEC does not provide test diagnostics and elects not to have Qwest perform additional testing on their behalf, Qwest will not accept a trouble report. Additional

Charges may apply when the testing determines the trouble is beyond the Loop Demarcation Point This additional testing option is available on the Unbundled Loop Product Suite, Unbundled Dedicated Transport (UDIT), Enhanced Extended Loop (EEL) and Loop Mux."

*** History of Item:**

Qwest provides the following status history in its Interactive Report (*see* http://www.qwest.com/wholesale/downloads/2001/011203/CLEC_CMP_ProductProcess_Interactive_Report.PDF):

"10/01/01 - CR received by Deb Smith of Qwest
10/01/01 - CR status changed to Submitted
10/01/01 - Updated CR sent to Deb Smith
10/17/01 - CMP Meeting: Qwest presented "Description of Change" and agreed to provide detailed package for CLEC review.
Walk through meeting to be scheduled by Qwest in the late October/early November 2001 time frame.
10/31/01 - CR presented to the participating CLECs at the Redesign Session. CLECs to provide comments.
11/08/01 - Qwest Notification (Document No. PROD.11.08.R.00197.Mtce&Repair Language; Subject: Update to Product Information on Maintenance and Repair Language within EEL, UDIT, LMC and Unbundled Loop General) transmitted to CLEC"

Eschelon provided Qwest with the following summary on 12/3/01:

" We have objected to this CR on several occasions. Other CLECs have objected as well. Terry Wicks of Allegiance has said that, at a minimum, there are too many unanswered questions at this time to implement it. There is no acceptance or consensus from CLECs. (Eschelon does not believe that rates can be established through a CR.) Yet, Qwest has said that it would implement the CR on December 1st. While we can continue to deal with the process issues raised by this approach in Re-Design, today is December 3rd, so we need to know ASAP that this particular CR has not been implemented (or, if implemented, in which states). Qwest does not have the authority to implement the rates in this CR in all states and circumstances described or to refuse trouble tickets, at least as to Eschelon (and others that have opted in to the same AT&T/WCOM contracts). Because it appears that Qwest plans to show the charges on the bill as "miscellaneous" charges, the charges will be difficult, if not impossible, to identify. We need to ensure that no unauthorized charges are placed on our bill. **Please let us know what activities were taken pursuant to this CR and what steps have been taken to ensure that unauthorized charges will not appear on our bill.**

As we discussed, Qwest did not provide citations to any interconnection agreements in its CR. Terry Wicks said at last week's re-design meeting that, when Qwest presented its CR at the CMP meeting, he asked whether Qwest had reviewed all contracts to be sure that all interconnection agreements required the process and rates in

the CR. Terry said that Qwest said it had done so. Eschelon asked Qwest to provide the citations to all of its contracts upon which Qwest relied for its CR. At a later meeting, Qwest agreed to do so. Qwest was later able to provide citations to interconnection agreements for only 3 of the 6 states in which Eschelon has switches (*see* email, copied at end of this email, from Dennis Pappas of Qwest). The rates cited are from the collocation sections of the rate attachments, and it is at least unclear that these rates were intended to apply to this situation. Moreover, the cited interconnection agreement language refers to a trouble isolation charge. It appears that Qwest plans to charge a testing charge, in addition to a trouble isolation charge, in some circumstances. For a fourth contract (Colorado), Qwest provided a citation to language but said "the rates were not noted in your ICA." (*See* email copied below.) Qwest provided no language or rates for MN or OR. Although the CR specifically states that Qwest will "bill the CLEC the appropriate charges that are in their Interconnection agreement," Qwest said on telephone and conference calls that it plans to charge CLECs retail or SGAT rates when a rate is not in the interconnection agreement. (Qwest's rates and basis for charging rates should be formally documented and not gathered from telephone conversations.) Qwest has provided no basis for charging Eschelon retail or SGAT rates, nor does Eschelon agree that those rates apply to Eschelon (which has not opted in to an SGAT). Moreover, Eschelon also provides testing in similar circumstances, and Qwest has not indicated that it intends to pay Eschelon for that testing. If Qwest can charge this rate, Eschelon should also be able to charge Qwest, particularly when Eschelon has to dispatch a technician to prove to Qwest that the trouble is in Qwest's network. Nonetheless, Dennis Pappas of Qwest has said that Qwest will not pay CLECs for providing the same services. Eschelon disagrees.

As Eschelon has previously indicated to Qwest, for the three interconnection agreements for which Qwest provided citation to language and rates (AZ, UT, WA), Eschelon does not agree that the language necessarily applies in the way that Qwest plans to implement it. For example, none of the contract language states that Qwest may refuse to accept a trouble ticket without test results, but Qwest's CR says that it will do so (and, in fact, Qwest has already started doing so, according to participants at the re-design meeting). The number of questions that CLECs have raised in meetings and conference calls is a reasonable indication that the documentation provided by Qwest to date is inadequate. Also, if Qwest is applying the testing process and charges consistently with interconnection agreements (and only when authorized by interconnection agreements, it is unclear why a CR was necessary. What is the "change" that Qwest is requesting?

At last week's re-design meeting, Michael Zulevic of Covad said that the CR is also not consistent with the SGAT language on this issue. I am not familiar with that issue, so I suggested to you on a break that you should follow up with him on that. Eschelon has not opted in to the SGAT.

As we have discussed with Qwest, Eschelon already performs testing. While it plans to continue doing so, its greatest objections to this CR are the rates, the manner in which Qwest plans to show the information on the bill (which is not specific enough for verification of charges), and the way this CR/process has been handled. Eschelon does not want it to set a precedent suggesting that this is acceptable going forward.

Many issues remain disputed, unanswered, or unclear. The interconnection agreement language cited by Qwest specifically requires the parties to work

"cooperatively." As we discussed at the re-design meeting, the process used for collocation decommissioning has aspects that could be used as a model in the future for cooperatively reaching agreement. In the meantime, however, Eschelon's immediate concern is ensuring that this CR is not implemented inappropriately. Please let me know what Qwest has in place today and, if this CR has not been suspended, whether it will be.

EMAIL FROM DENNIS PAPPAS OF QWEST:

[NOTE: Dennis called Garth Morrisette of Eschelon to indicate that the "critical sentence," referred to below, was that Qwest is relying upon tariffs for the rates not found in the contracts. On separate calls, Qwest has said that, if there is no rate in the interconnection agreement, Qwest will charge the SGAT rate. Eschelon has not opted in to the SGAT.

With respect to the citations to language below (except rates), the cites below are from Attachment 5 to the interconnection agreements."]

-----Original Message-----

From: Dennis Pappas
Sent: Wednesday, November 14, 2001 3:55 PM
To: Morrisette, Garth M.
Subject: Re: Optional Testing Response

Call me at your convience, there is a critical sentence that I left out that I need to clarify. Thanks!

"Morrisette, Garth M." wrote:

Thanks Dennis - I'll review this and call you or our account team if I have questions.

Garth.

-----Original Message-----

From: Dennis Pappas
Sent: Wednesday, November 14, 2001 2:19 PM
To: gmmorrisette
Subject: Optional Testing Response

Good afternoon Garth

Just a recap for you. The language mentioned during our meeting was in AZ, UT and WA. In all three agreements, 3.2.17 spoke to responsibility for trouble resolution and 6.2.20.1.1 speaks to the billing of charges depending on where the trouble was isolated.

In CO, the language is in sections 5.1.17, 5.1.25 and 5.2.20.

The rates associated with these sections in AZ is in schedule 1 - attachment 1 under Common elements. Maintenance 1/2 hour increments - Regular is \$22.20 for each 1/2 hour and Overtime is \$31.57 for each 1/2 hour.

Rates in the UT and WA agreement are noted as "Maintenance Labor" and are - Basic \$26.97 / Overtime \$35.87 in UT and Basic \$25.36 / Overtime \$33.73 in WA.

Language existed in CO but the rates were not noted in your ICA. In this instance, we referenced the Tariff to get rates for Basic, Overtime and Premium "Additional Labor other" of \$28.91, \$38.61 and \$48.33 respectively.

Call me with any questions or contact your Account Team representative for additional details. Thank You

Dennis Pappas - Product Manager"

Eschelon has reviewed its bills relating to these issues and provides the following supplemental information (on 12/6/01):

Rates

CLEC have a legitimate concern that Qwest is charging SGAT rates even when CLECs have not opted in to the SGAT and the interconnection rates contain no rate or different rates for the corresponding item. A review of Eschelon's bills shows that Qwest appears to be have been charging SGAT rates for maintenance services for some time, even though Eschelon has *not* opted in to any SGAT. In Arizona, SGAT rates appear in Eschelon's bill as early as June. At least some of these charges appear to be related to the work for which Qwest said rates would not be charged until December 1st per its CR. In Arizona, for example, Qwest billed Eschelon more than \$11,000 in October and November for Maintenance charges at SGAT rates. Qwest charged the rates of \$27.75 for Maintenance for "Basic Time" and \$84.60 for "Maintenance, Dispatch, No Trouble Found" in its bills to Eschelon.

When asked to provide support from the interconnection agreements for charging rates pursuant to its Additional Testing CR, however, Qwest said: "The rates associated with these sections in AZ is in schedule 1 - attachment 1 under Common elements. Maintenance 1/2 hour increments - Regular is \$22.20 for each 1/2 hour and Overtime is \$31.57 for each 1/2 hour." (See Qwest email from Dennis Pappas, copied above.) This quoted section of Arizona schedule 1 to the interconnection agreement relates to collocation. Similarly, the collocation section of the Arizona SGAT contains rates of \$22.2 and \$31.57. Qwest's CR, however, does not relate to collocation. And, the rates quoted by Qwest do not appear in Eschelon's bill. Qwest's CR and the charges billed to Eschelon relate to Unbundled Network Element (UNE) testing. There are no UNE testing rates in Attachment 1 to the interconnection agreement, and Qwest has not negotiated such rates with Eschelon. If Qwest had attempted such negotiations, Eschelon would have raised reciprocity, since Eschelon also tests for Qwest.

Section 9.0 of the SGAT deals with UNEs. Section 9.19 of Exhibit A to the Arizona SGAT contains rates for UNE Maintenance. Those rates include rates of \$27.75 for “Additional Other Labor – Basic” and “Maintenance of Service – Basic” and \$84.60 for “Additional Dispatch.” (See AZ SGAT Version 8, 10/25/01.)¹ A notation to Exhibit A explains that, unless otherwise indicated, all rates are pursuant to the Arizona Commission’s cost docket. In other words, rates for which there is no corresponding footnote have been established by the Commission. The Miscellaneous Charges, however, are accompanied by footnote 1, which indicates that the rates are still pending in an open docket. Therefore, Qwest is currently charging Eschelon rates that should not apply for at least the following reasons:

1. The rates billed to Eschelon are not in Eschelon’s interconnection agreement with Qwest.
2. The rates are SGAT rates, and Eschelon has not opted in to any SGAT.
3. The rates are Qwest proposed rates that have not been approved by a Commission and thus have not been established as cost-based rates.

¹ http://www.qwest.com/about/policy/sgats/SGATSdocs/arizona/Arizona_8th_Revised_10-24-01_Final_Exhibit_A.pdf

Application of Rates

An examination of the rates that Qwest charged Eschelon shows that not only is the amount of the rate itself inaccurate, but also that Qwest is inappropriately applying rates (both under the interconnection agreement and the SGAT). As support for its CR, Qwest cited Paragraph 3.2.17.7 of Attachment 5 of Eschelon's interconnection agreement with Qwest in Arizona. (See Qwest email from Dennis Pappas, copied above.) Paragraph 3.2.17.7 provides that a charge "may" apply if Qwest dispatches to perform tests on an unbundled loop "and the fault is not in Qwest's facilities" (emphasis added). It appears, however, that Qwest intends to charge CLECs in some circumstances when the trouble is in Qwest's facilities. Although Qwest stated in its CR that charges may apply "when the testing determines the trouble is beyond the Loop Demarcation Point," discussions of the CR since then have suggested that Qwest will apply charges in other situations as well, including when the fault is in Qwest's facilities. [Basically, it appears that Qwest will charge for testing, if a CLEC requests it (regardless of whether the CLEC's interconnection agreement requires CLEC testing), even if the testing shows that the fault is in Qwest's facilities. It also appears that this testing charge may be in addition to other maintenance charges for the same activities, which could lead to double recovery. See below.] According to Eschelon's bill, for example, Qwest charged Eschelon the SGAT rate of \$84.60 for a "Maintenance Dispatch - No Trouble Found" on October 16, 2001. The service ticket history for this ticket (#SC012648) shows that the trouble was found - in Qwest's facilities. This charge is inconsistent with the interconnection agreement language relied upon by Qwest.

If the CLEC has to perform testing to demonstrate that the trouble is in Qwest's facilities, this is a double expense to the CLEC. The CLEC incurs charges from Qwest for Qwest's testing and expenses of CLEC's own when doing its testing. To date, Qwest has said that it will not pay CLECs for such testing.

Given that Eschelon has discovered now that Qwest has been charging these types of charges since at least June, the CR's implementation date of December 1, 2001, raises the concern that Qwest plans to implement another charge, in addition to those already appearing on Eschelon's bills. Qwest needs to clarify this.

Allegiance provided the following information on 12/3/01:

"Allegiance Telecom has strong concerns regarding Qwest's implementation of the Additional Testing CR and insists that Qwest suspend implementation of Additional Testing charges until Qwest demonstrates the needs for such charges and terms, rates, and conditions for Additional Testing are mutually agreed to by both parties. As Terry Wicks has been stating in the CMP meetings, Allegiance is concerned about numerous unanswered questions concerning the Additional Testing CR, including the rates that Qwest is proposing to charge and the manner in which those rates would be included on an invoice. Since Qwest has not adequately responded to Allegiance's and other CLEC's repeated requests for clarification of this process, Allegiance requests that this CR be immediately suspended and that Qwest clarify the terms, rates and conditions it is proposing for such testing.

It is Allegiance's position that rates must be contained in an effective tariff or an interconnection agreement. Thus, until such time as Qwest has clearly articulated the terms, rates and conditions for Additional Testing and our companies have concluded an amendment or Qwest has an effective tariff, Allegiance can not be held liable for any charges for Additional Testing."

Covad provided the following information to Qwest on 12/4/01:

"I could not agree more strongly with Karen on the issue of additional testing. As I stated at last week's meetings, not only does Covad find the proposal made by Dennis Pappas and Bill Campbell unacceptable, but it is also inconsistent with the language negotiated during the SGAT 271 workshops. This is exactly the kind of unilateral action historically taken by Qwest that has led to the need to redesign the Change Management Process. It was my understanding that the proposal was being tabled and re-thought and that Qwest would seek agreement with CLECs through the Change Management Process prior to implementation. I sincerely hope this is still Qwest's plan."

*** Reason for Escalation / Dispute:**

Qwest has denied the request of CLECs to suspend the CR at least while clarifying the unanswered questions and attempting to gain consensus when possible. Implementation of the CR violates interconnection agreements with CLECs. Many questions remain unanswered. Escalation is urgent, because Qwest has already implemented the CR over CLECs' objections. With so many unanswered questions, CLECs cannot even determine exactly what has been implemented and whether their individual interconnection agreements are being handled differently. Also, because of the manner in which Qwest is handling the billing of the charges per this CR, bill verification is difficult if not impossible.

CLECs believe that Qwest should be the party responsible for initiating an escalation in this case, because Qwest did not clarify the process and was unable to gain CLEC consensus or approval before implementing its CR. Because Qwest has not initiated the escalation, however, CLECs initiate this escalation.

*** Business Need and Impact:**

For all of the reasons stated above and in meetings and conference calls on this issue, the business need/impact associated with this CR is substantial. This is particularly true because of the potential precedent set by this CR for the handling of future CRs and implementation of rates.

*** Desired CLEC Resolution:**

Suspend implementation of Qwest-initiated CR #PC100101-5 (process and rates).

Review any steps that Qwest has taken to make system changes, train people, or otherwise implement this CR universally at Qwest to ensure compliance with particular interconnection agreements (e.g., interconnection agreements with Eschelon, Covad, and Allegiance in each state). This includes re-training, etc., as to the differences among various interconnection agreements, as well as difference from the SGAT. (Eschelon, Covad, and Allegiance each has an interconnection agreement with Qwest, and none of these CLECs has opted into the SGAT.)

Provide documentation showing that Qwest has trained its personnel and taken other steps to ensure compliance with individual interconnection agreements, including differences in those agreements as compared with the SGAT.

Begin a collaborative effort (similar to that used for collocation decommissioning) to develop an improved process and, when possible, gain consensus before implementation. Ensure that part of the process is to provide accurate bills that reflect interconnection agreement rates and provide sufficient information for bill verification. Ensure that CLECs receive notification, at the time of the activity, if a charge will be applied, because CLECs should not have to wait until the bill arrives to discover that Qwest charged for an activity. If no consensus can be reached, Qwest should then be responsible for escalation before implementation.

Ensure reciprocity so that CLECs may recover their costs in the same circumstances in which Qwest is allowed to recover its costs for such testing.

Explain the rates being charged before December 1, 2001 for loop maintenance and testing and explain how these rates and their application differ, if at all, from the procedures after December 1, 2001.

CLEC Contact Information

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