



Davis Wright Tremaine LLP

ANCHORAGE BELLEVUE CHARLOTTE HONOLULU LOS ANGELES NEW YORK PORTLAND SAN FRANCISCO SEATTLE
WASHINGTON, D.C. SHANGHAI

GREGORY J. KOPTA
Direct (206) 628-7692
gregkopta@dwt.com

2600 CENTURY SQUARE
1501 FOURTH AVENUE
SEATTLE, WA 98101-1688

TEL (206) 622-3150
FAX (206) 628-7699
www.dwt.com

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**VIA ELECTRONIC MAIL
ORIGINAL VIA FEDEX**

Carole J. Washburn, Executive Secretary
Washington Utilities & Transportation Commission
1300 S. Evergreen Park Drive SW
P.O. Box 47250
Olympia WA 98504-7250

Re: Qwest SGAT and Section 271 Compliance, Docket Nos. UT-003022 & UT-003040

Dear Ms. Washburn:

Advanced TelCom Group, Inc., Electric Lightwave, Inc., Focal Communications Corporation of Washington, and XO Washington, Inc. (collectively "Joint CLECs"), provide the following additional comments on the filings made by Qwest Corporation ("Qwest") on March 20 and April 20, 2001, purporting to conform Qwest's Statement of Generally Available Terms ("SGAT") to the Initial Orders in the above-referenced proceeding.¹ The Joint CLECs are concerned with Qwest's proposed compliance language with respect to the following three SGAT provisions governing interconnection:

Section 7.2.2.8.6.1 – This section governs deposits Qwest may demand to construct interconnection facilities to a disputed higher forecast. The last two sentences fail to capture the requirements of the Initial Order. The penultimate sentence provides that Qwest will refund a pro rata share of the deposit if Qwest fails to provision facilities for which the CLEC has paid a deposit, while the last sentence guarantees the availability of facilities for which the CLEC has paid a deposit. The Initial Order required the concept in the last sentence, but it is meaningless when combined with the pro rata refund Qwest originally proposed. If Qwest does not make good on its guarantee, Qwest should refund the entire deposit, as well as be responsible for any and all additional penalties applicable to any other failure to provision interconnection facilities

¹ On March 30, 2001, the Joint CLECs filed comments on Qwest's March 20, 2001 Motion to Admit SGAT Changes. The Joint CLECs continue to adhere to those comments but will not repeat them here.

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in a timely manner. Such penalties are the subject of future discussion, but this section should be clarified to ensure that Qwest's guarantee is not merely an empty promise.

In addition, Qwest notes that the Initial Order requires the parties to work out an appropriate pro rata formula for refundable deposits but nevertheless proposes an interim formula. The Joint CLECs are not aware of any discussions that have taken place with respect to this issue since the workshops on interconnection concluded. If such discussions are taking place, the Joint CLECs request to be included in those discussions. If no such discussions are occurring, this issue will remain open until they do and are concluded. The Commission should not permit Qwest to rely on an interim proposal while failing to negotiate a final resolution consistent with the Initial Order.

Section 7.2.2.9.3.2 – This section requires Qwest to permit the exchange of local and toll traffic on the same Qwest facilities. The language Qwest has proposed would limit such facilities to those “leased from [sic] Qwest by a CLEC's Interexchange Carrier affiliate.” The parties may use facilities other than those provided by Qwest, and many CLECs do not have an IXC affiliate but provide both local and toll services themselves. Accordingly, the quoted language should be revised to provide “leased from Qwest by CLEC or its Interexchange Carrier affiliate or provided by CLEC.”

Section 7.2.2.9.6 – This section governs the Qwest switches at which the CLEC may interconnect to deliver local traffic. For clarity, the Joint CLECs recommend that the third sentence in this section be deleted and that the first sentence be revised as follows: “CLEC may interconnect at the Qwest local tandem, the Qwest access tandem, Qwest End Office Switch, or any combination thereof.” In addition, the CLEC may provide the facilities to the local tandem if traffic volumes dictate, rather than order facilities from Qwest. Accordingly, the phrase “CLEC will order” in the second sentence should be replaced with “the Parties shall establish”.

The Joint CLECs recommend that the Commission require Qwest to further amend its SGAT consistent with these comments.

Very truly yours,

Davis Wright Tremaine LLP

Gregory J. Kopta

cc: Service List
Kath Thomas
Tim Peters
Matt Berns
Rex Knowles