

**BEFORE THE WASHINGTON STATE
UTILITIES AND TRANSPORTATION COMMISSION**

In the Matter of the Request of
Preferred Long Distance, Inc.
and
QWEST CORPORATION
For Approval of Negotiated Agreement
Under Telecommunications Act of 1996

DOCKET NO. UT-043023

REQUEST FOR APPROVAL OF
AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN PREFERRED LONG
DISTANCE AND QWEST

Preferred Long Distance, Inc. ("Preferred") submits this request for approval of a negotiated amendment between Preferred and Qwest Corporation ("Qwest") consisting of two integrated parts entitled: QPP Master Service Agreement ("QPP MSA"), and Amendment to Interconnection Agreement for Elimination of UNE-P and Implementation of Batch Hot Cut Process and Discounts ("BHC Amendment"). The Preferred interconnection agreement with Qwest was first approved in this docket on March 31, 2004.

1. General Description of Agreements

A. QPP Master Service Agreement, including Service Exhibit 1 – Qwest Platform PlusTM Service, Attachment A to Exhibit 1 -- Performance Targets for Qwest QPP Service, Rate Sheets, and Qwest Platform PlusTM (QPPTM) Rate Page - Port Rate Increases.

B. Amendment to Interconnection Agreement for Elimination of UNE-P and Implementation of Batch Hot Cut Process and Discounts, including Attachment A thereto.

2. Description of the services provided pursuant to the agreement or amendment and, the means by which the services are provided pursuant to the agreement or amendment.

A. QPP Master Service Agreement – Under its existing interconnection agreement with Qwest, Preferred is entitled to purchase on an unbundled basis from Qwest certain combinations of network elements, ancillary functions, and additional features, including without limitation the local loop, port, switching, and shared transport combination commonly known as unbundled network element platform (“UNE-P”). However, there is ongoing regulatory uncertainty with respect to the future existence, scope, and nature of Qwest’s obligation to provide such UNE-P arrangements under the federal Communications Act of 1934 (the “Act”). Therefore, in order to address such uncertainty in a manner that will create a stable arrangement for the continued availability to Preferred from Qwest of services technically and functionally equivalent to the UNE-P arrangements available under Preferred’s interconnection agreement, the parties have entered into the Master Service Agreement for the provision of Qwest Platform Plus™ service (the “QPP™ MSA”).

Under the QPP™ MSA, Preferred may obtain and use QPP™ services to provide any telecommunications services, information services, or both that Preferred chooses to offer. QPP™ services consist of the Local Switching Network Element (including the basic switching function, the port, plus the features, functions, and capabilities of the switch including all compatible and available vertical features, such as hunting and anonymous call rejection, provided by the Qwest switch) and the Shared Transport Network Element in combination, at a minimum to the extent available on UNE-P under the parties’ interconnection agreement. Unbundled loops used in the provision of QPP™ services will continue to be leased by Preferred

pursuant to its then-current interconnection agreement with Qwest. Qwest Advanced Intelligent Network (AIN) services (such as Remote Access Forwarding/Call Following), Qwest Digital Subscriber Line (DSL), and Qwest Voice Messaging Services (VMS) may also be purchased with compatible QPP™ services. The term of the Amendment begins on August 14, 2004, and remains in effect through July 31, 2008.

The monthly recurring charges (“MRC”), nonrecurring charges (“NRC”), and applicable usage-based rates and miscellaneous charges for QPP™ services are stated in the attached Rate Sheets. The rates for loops and any other services not included in the QPP™ MSA will be as set forth under Preferred’s then-existing interconnection agreement with Qwest, or Qwest’s SGAT or tariff, if applicable.

Qwest will provide commercial performance measurements and reporting against established performance targets with QPP™ service. The following performance measurements will apply to QPP™ Residential and QPP™ Business: (a) Firm Order Confirmations (FOCs) On Time, (b) Installation Commitments Met, (c) Order Installation Interval, (d) Out of Service Cleared within 24 Hours, (e) Mean Time to Restore, and (f) Trouble Rate. Commercial measurement definitions, methodologies, performance targets and reporting requirements are attached as Attachment A. Qwest will provide Preferred with the raw data necessary to allow Preferred to disaggregate results at the state level.

B. BHA Amendment – The BHA Amendment modifies and supersedes those provisions of Preferred’s existing and any future interconnection agreements that relate to the offering of unbundled mass market switching or unbundled enterprise switching and unbundled shared transport in combination with other network elements as part of a UNE-P combination, or that relate to Batch Hot Cuts. Upon deployment of Qwest’s Batch Hot Cut Status Tool and

amendment of Appointment Scheduler to accommodate Batch Hot Cut orders, Qwest shall provide Batch Hot Cuts to Preferred upon the rates, terms and conditions stated in the Agreement. The base Batch Hot Cut price is \$27.50 per line unless the incentive thresholds specified in the BHA Amendment are met, in which case, the per line rate will be lower.

Integrated Digital Loop Carrier (“IDLC”) is not a part of the standard Batch Hot Cut process. However, the pricing for Batch Hot Cuts will apply to IDLC loops. IDLC loops will be batched together in quantities of no more than 40 IDLC loops per state, per day. Line Splitting to Loop Splitting conversions can be included the Batch Hot Cut process at the same pricing for Batch Hot Cuts stated above. Batch Hot Cut limits are in effect as established in the Batch Hot Cut Process described in Attachment A to the BHA Amendment.

3. The facts upon which the parties will rely to demonstrate that the agreement or amendment does not discriminate against other telecommunications carriers who are interconnected with any of the parties.

Both the QPP MSA and the BHC Amendment are available in their entirety to any telecommunications carrier under the same rates, terms and conditions. Qwest has posted the QPP MSA at <http://www.qwest.com/wholesale/clecs/commercialagreements.html> (*see, also*, Customer Specific Agreements on that same site) and has posted the BHC Amendment at: <http://www.qwest.com/wholesale/downloads/2004/040722/UNE-Pelim-BatchHotCut7-20-04.doc>.

Finally, by Preferred’s filing these agreements for review and approval, Preferred submits that the terms will be available for opt-in purposes if this motion is approved.

4. The facts upon which the Parties will rely to demonstrate that the Interconnection Agreement or Amendment is in the public interest.

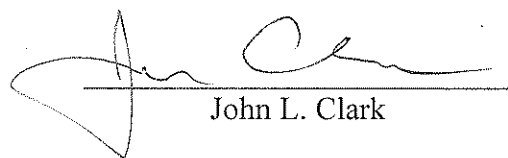
These agreements are consistent with the Commission's pro-competitive policies described in its rules, statutes, FCC rules and the Communications Act of 1934, as amended in 1996. Further, these agreements are consistent with general policies encouraging parties to settle disputes and calling upon parties to negotiate in good faith on wholesale rates, terms and conditions for UNEs. These agreements may permit Preferred to offer competitive mass market services even if UNE-P is no longer offered by Qwest under 47 USC § 251.

5. Verification

This pleading is verified by Preferred's counsel, John L. Clark, who is authorized to act on behalf of the Preferred in this matter, stating that the contents of this request and all attachments, are true, accurate, complete and correct.

WHEREFORE, Preferred requests the Commission review and approve the attached agreements.

Dated: October 22, 2004



John L. Clark

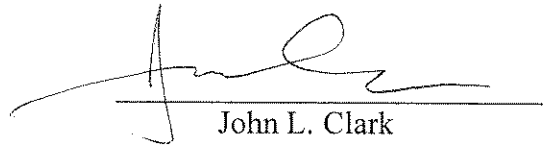
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VERIFICATION

I, John L. Clark, do hereby state that the factual statements contained in the foregoing Request for Approval of Negotiated Amendment and attachments are true, accurate, complete, and correct to the best of my knowledge and belief under penalty of perjury.

Dated: October 22, 2004



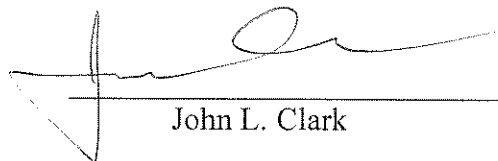
John L. Clark

CERTIFICATE OF SERVICE

I hereby certify that I served a true and exact copy of the foregoing Request for Approval of Negotiated Amendment and attachments upon the following by first class mail at the address shown below:

Adam Sherr
Qwest
1600 7th Avenue, Room 3206
Seattle, WA 98191

Dated: October 22, 2004



John L. Clark