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01 APR -8 11:40



Via UPS

April 4, 2001

Ms. Carole J. Washburn, Secretary
Washington Utilities and
Transportation Commission
1300 S. Evergreen Park Dr. S.W.
P.O. Box 47250
Olympia, WA 98504-7254

Re: Docket No. UT-003006
Request for Approval of Amendment to the Interconnection Agreement
between Qwest Corporation and Sprint Communications Company

Dear Ms. Washburn:

In accordance with the Order on Arbitration Procedure in Docket No. UT-960269, please find enclosed an original and five (5) copies of the Amendment to the Interconnection Agreement between Qwest Corporation and Sprint Communications Company. Also enclosed are an original and five (5) copies of a Request for Approval of Amendment to the Interconnection Agreement.

The Order on Arbitration Procedure also requests that a proposed order accompany the filing. Qwest requests a waiver of that requirement, and is not providing one with this filing, as the Commission has, in the past, used its own format for Orders. If this is not satisfactory to the Commission, please contact me and I will forward a proposed order immediately.

If you have any questions or need any further information, please contact my paralegal, Elizabeth Weber at (206) 398-2504.

Sincerely,


for Lisa A. Anderl

Enclosures

cc: Debi Hartl (with pleading, without amendment)
Ken Ross at Sprint (with pleading, without amendment)

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OFFICE OF THE
SECRETARY
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION
1600 7TH AVENUE, SUITE 3206
SEATTLE, WA 98101
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BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of Request for Approval of)	
Amendment to the Interconnection Agreement)	Docket No. UT-003006
Between Qwest Corporation and Sprint)	
Communications Company, L.P.)	REQUEST FOR APPROVAL OF
)	AMENDMENT TO THE
)	INTERCONNECTION AGREEMENT
)	

I. INTRODUCTION

Pursuant to Section III of the Interpretive and Policy Statement Regarding Negotiation, Mediation, Arbitration, and Approval of Agreements under the Telecommunications Act of 1996 ("Interpretive and Policy Statement") issued by this Commission in Docket No. UT-960269, Qwest Corporation ("Qwest") and Sprint Communications ("Sprint") hereby submit for approval by the Washington Utilities and Transportation Commission ("Commission" or "WUTC") the attached Amendment to the Interconnection Agreement executed on March 22 and 26, 2001 (the "Amendment"). This Amendment adds terms, conditions and rates pertaining to the Single Point of Presence in the LATA as detailed in Attachment 1 to the Amendment. The Amendment supplements the original interconnection agreement between Sprint and Qwest which was

1 approved by the Commission on August 28, 2000 in this same docket.

2 The original Agreement set forth terms, conditions and prices under which Qwest agreed
3 to provide services for resale and certain Unbundled Network Elements, Ancillary Functions and
4 additional features in each LATA in which both Qwest and Sprint operate within the state of
5 Washington. The Agreement also had terms, conditions and prices under which the parties
6 agreed to provide interconnection and reciprocal compensation for the exchange of local traffic
7 for the purpose of offering telecommunications services. The Agreement stated that the pricing
8 for these services is subject to the outcome of the Commission's determination in the Generic
9 Pricing Docket, UT-960369, et al.

10 This Amendment is submitted for approval pursuant to Section 252(e) of the
11 Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act")
12 and the requirements of the Commission's Interpretive and Policy Statement.

13 II. REASONS FOR APPROVAL

14 Section 252(e)(2) of the Act directs that a state commission may reject an Agreement
15 reached through negotiation and/or arbitration only if the Commission finds that:

- 16 1) The Agreement (or portions thereof) discriminates against a
17 telecommunications carrier not a party to the Agreement; or
- 18 2) The implementation of such Agreement or portion is not consistent with the
19 public interest, convenience and necessity.

20 Qwest and Sprint respectfully submit that the Amendment provides no basis for either of
21 these findings and thus request that the Commission approve the Amendment expeditiously.

22 First, the Amendment does not discriminate against any other telecommunications carrier. There
23 is no finding that the terms of this Amendment are more favorable than terms provided to other

1 carriers.

2 Second, the Amendment is consistent with the public interest as identified in the pro-
3 competitive policies of the state of Washington, the WUTC, the U.S. Congress and the Federal
4 Communications Commission. In addition, because this Agreement does not discriminate
5 against any other telecommunications carrier, state law policies prohibiting unreasonable
6 discrimination are preserved by approval of this Amendment.

7 For the foregoing reasons, Qwest and Sprint submit that approval of this Amendment is
8 warranted because it satisfies the state and federal criteria for approval.

9 III. UNDERSTANDING AND AGREEMENT OF PARTIES

10 With respect to the Amendment, the Parties understand and agree that this Amendment
11 modifies the Agreement by adding terms, conditions and rates pertaining to Single Point of
12 Presence in the LATA as detailed in Attachment 1 to the Amendment.

13 IV. CONCLUSION

14 For the foregoing reasons, Qwest and Sprint respectfully request expeditious approval of
15 the Amendment. Both Parties request approval earlier than the 90 day time period allowed for
16 by the Interpretive and Policy Statement, in order to facilitate the immediate availability of
17 additional local exchange competition between Qwest and Sprint.

18 Respectfully submitted this 4th day of April, 2001.

19 Qwest

20
21 */s/ Lisa A. Anderl*

22 Lisa A. Anderl, WSBA No. 13236
23 1600 - 7th Avenue, Room 3206
24 Seattle, WA 98191
(206) 345-1574

REQUEST FOR APPROVAL
OF AMENDMENT

**AMENDMENT
TO THE
INTERCONNECTION AGREEMENT
BETWEEN
QWEST CORPORATION
AND
SPRINT COMMUNICATIONS COMPANY
FOR THE STATES OF ARIZONA, COLORADO, MINNESOTA AND WASHINGTON**

This Amendment ("Amendment") is made and entered into by and between Qwest Corporation f/k/a U S WEST Communications, Inc. ("Qwest") and Sprint Communications Company ("Sprint" or "CLEC"). Qwest and Sprint shall be known as the "Parties".

RECITALS

Sprint and Qwest entered into an Interconnection Agreement that was executed by the Sprint on July 27, 2000 and Qwest on July 31, 2000 and approved by the Arizona Corporation Commission October 10, 2000; the Colorado Public Utilities Commission August 29, 2000, the Minnesota Public Utilities Commission September 7, 2000 and the Washington Utilities and Transportation Commission August 28, 2000, (the "Underlying Agreement"); and

Sprint and Qwest hereby amend the Underlying Agreement under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended to include the addition of Single Point of Presence (SPOP) in the LATA language, as set forth in Attachment 1 and Exhibit A to this Amendment, attached hereto and incorporated herein by this reference.

Effective Date

This Amendment shall be deemed effective upon approval by the appropriate state Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, Sprint must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. Sprint will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Sprint Communications Company, L.P.

Kendal R. Morris
Authorized Signature

W. Richard Morris
Name Printed/Typed

Vice President, Local Markets
Title

March 22, 2001
Date

Qwest Corporation

Cynthia L. Humphrey
Authorized Signature

Cynthia L. Humphrey
Name Printed/Typed

Sales Director, Sprint Account
Title

March 26, 2001
Date

ATTACHMENT 1

1. Single Point of Presence (SPOP) in the LATA

1.1 By utilizing SPOP in the LATA, CLEC can deliver both Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic and Exchange Service EAS/Local traffic at Qwest's Access Tandem Switches. CLEC can also utilize Qwest's behind the tandem infrastructure to terminate traffic to specific end offices. The SPOP is defined as the CLEC's physical point of presence.

1.2 SPOP in the LATA includes an Entrance Facility (EF)/Expanded Interconnect Channel Termination (EICT) and Direct Trunked Transport (DTT) options at both a DS1 and DS3 capacity.

1.3 Where there is a Qwest local tandem serving an end office that CLEC intends to terminate traffic, the following conditions apply:

1.3.1 All local trunking must be ordered to the Qwest local tandem for the Qwest end office served by the Qwest local tandem.

1.3.2 Connections to a Qwest local tandem may be two-way or one-way trunks. These trunks will carry Exchange Service EAS/Local traffic only.

1.3.3 A separate trunk group to the Qwest Access Tandem is required for the exchange of Exchange Access (IntraLATA Toll Non-IXC) traffic and jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.

1.4 Where there is no Qwest local tandem serving a Qwest end office, CLEC may choose from one of the following options:

1.4.1 A two-way CLEC LIS trunk group to the Qwest access tandem for CLEC traffic terminating to, originating from, or passing through the Qwest network that combines Exchange Service EAS/ Local, Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.

1.4.2 A two-way CLEC LIS trunk group to the Qwest access tandem for CLEC Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic terminating to and originating from the IXC Feature Group (FG) A/B/D network through the Qwest network and an additional two-way trunk group to the Qwest access tandem for the combined Exchange Service EAS/ Local and Exchange Access (IntraLATA Toll Non-IXC) traffic terminating to, originating from, and transiting the Qwest network.

1.4.2.1 If the CLEC uses two way trunking, Qwest will send all Exchange Service EAS/Local, Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic delivered to the Qwest access tandem on the same combined trunk.

1.4.3 A one-way terminating CLEC LIS trunk group to the Qwest access tandem for CLEC traffic destined to or through the Qwest network that combines Exchange Service EAS/Local, Exchange Access (Intra LATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.

1.4.4 CLEC may utilize a one-way LIS trunk group to the Qwest access tandem for Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic terminating to the IXC FG A/B/D network through the Qwest network, and an additional one-way trunk group to the Qwest access tandem for the combined Exchange Service EAS/ Local, Exchange Access (IntraLATA Toll Non-IXC) traffic terminating to, originating from, and transiting the Qwest network.

1.4.4.1 If CLEC orders either of the above one-way trunk options, Qwest will return the traffic via one combined Exchange Service EAS/ Local, and Exchange Access (IntraLATA Toll Non-IXC) trunk group.

1.5 CLEC must have SS7 functionality to use SPOP in the LATA.

1.6 If there is more than one Qwest access tandem with the LATA boundary, the CLEC must order LIS trunking to each Qwest access tandem that serves their end-user customers' traffic to avoid call blocking. CLEC must trunk to each Qwest access tandem even if there is not currently a CLEC customer base at each access tandem. CLECs only need to trunk to each local tandem where they have a customer base. The 512 CCS rule and other direct trunking requirements will apply for direct trunking to Qwest end offices.

1.7 Where CLEC requests for trunking for SPOP in a LATA that exceed fifty (50) miles, Qwest reserves the right to request negotiation of a Mid-Span meet POI.

1.8 SPOP in the LATA cannot be used in conjunction with existing CLEC LIS trunking that connect to Qwest's end office switches with tandem functionality.

1.9 SPOP in the LATA is not available for the sole purpose of delivering ISP bound, interstate in nature, traffic.

1.10 The LIS SPOP facility cannot be used to access unbundled network elements.

1.11 SPOP in a LATA is available only where facilities are available. Qwest is not obligated to construct new facilities to provide SPOP in a LATA.

1.12 **Ordering**

1.12.1 SPOP in a LATA will be ordered based upon the standard ordering process for the type of facility chosen. See the Qwest Interconnection and Resale Resource Guide for further ordering information.

EXHIBIT A

SINGLE POINT OF PRESENCE WAIVER

Qwest will waive the requirement for CLEC to connect to each Qwest Access Tandem in the LATA with this waiver amendment.

CLEC certifies that it will not originate any Exchange Access or Jointly Provided Switched Access traffic destined for subtending offices of Qwest Access Tandems for which CLEC seeks a waiver. Or, if CLEC does originate such traffic, that CLEC will route such traffic to an Interexchange Carrier network. In addition, CLEC certifies that it has no end users in the serving area of the Qwest Access Tandem for which CLEC seeks a waiver.

CLEC will notify Qwest of the Qwest access tandems subject to this waiver at the time of ordering trunks required to implement SPOP in the LATA. CLEC will provide thirty (30) days written notice to Qwest advising of any changes in the network configuration of the aforementioned access tandems.

Under this waiver any incorrectly routed Exchange Access and Jointly Provided Switched Access traffic will be billed separately, by Qwest to CLEC, via a manual bill.

Misrouted usage will be billed, per MOU, based on Qwest's retail direct dial Message Telecommunication Service (MTS) rates, as follows:

STATE	TARIFF	RATE BASE
Arizona	Qwest Arizona Competitive Exchange and Network Services Administrative Guidelines	Business – Day Rate Per Minute
Colorado	Qwest Colorado Exchange and Network Services Tariff and Price List	Business – Maximum Day Rate Per Minute
Iowa	Qwest Iowa Exchange and Network Services Catalog	Business – Day Rate Per Minute
Idaho – Northern	Qwest Northern Idaho Exchange and Network Services Tariff	Business – Day Rate Per Minute
Idaho – Southern	Qwest Southern Idaho Exchange and Network Services Catalog	Business – Day Rate Per Minute
Minnesota	Qwest Minnesota Exchange and Network Services Price List	Business – Day Rate Per Minute
Montana	Qwest Montana Exchange and Network Services Tariff and Price List	Business – Mileage – 23 and over; Maximum Day Rate Per Minute
Nebraska	Qwest Nebraska Exchange and Networks Services Catalog	Business – Day Rate Per Minute
New Mexico	Qwest New Mexico Exchange and Network Competitive Services Price List	Day Rate Per Minute
North Dakota	Qwest North Dakota Exchange and Network Services Price Schedule	Business – Day Rate Per Minute
Oregon	Qwest Oregon Exchange and Network Services Tariff	Day Rates – Mileage – 56-124; Additional Minute
South Dakota	Qwest South Dakota Exchange and Network Services Catalog	Business – Day Rate Period – Initial
Utah	Qwest Utah Exchange and Network Services Price List	Business – Day Rate Per Minute
Washington	Qwest Washington Exchange and Network Services Price List	Business – Day Rate Per Minute
Wyoming	Qwest Wyoming Exchange and Network Services Price Schedule	Business – Day Rate Per Minute

Additionally, a manual handling fee of \$100 or 10% of total billing, whichever is greater, will be charged for each such manual bill rendered.

Late Payment charges will apply as outlined in the existing Interconnection Agreement currently in effect between the Parties.

Should misrouted traffic occur, Qwest will consider this waiver null and void and all requirements in Attachment 1 or in the existing Interconnection Agreement currently in effect between the Parties will be reinstated.