

Qwest

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Elizabeth M. Weber

Paralegal
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Via UPS

June 12, 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

01 JUN 13 AM 9:40
COMMUNICATIONS SECTION
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

Re: Docket No. UT-993007
Request for Approval of Amendment to the SGAT between Qwest Corporation
and McLeodUSA Telecommunications Services, Inc.

Dear Ms. Washburn:

In accordance with the Interpretive and Policy Statement issued on June 28, 1996 in Docket No. UT-960269, please find enclosed an original and five (5) copies of the Amendment re: Single Point of Presence (SPOP) to the Local Interconnection Agreement between Qwest Corporation ("Qwest") and McLeodUSA Telecommunications Services, Inc.

The enclosed Amendment does not discriminate against non-party carriers. It is consistent with the public interest, convenience, and necessity. It is also consistent with applicable state law requirements, including Commission orders regarding interconnection issues. Qwest respectfully requests that the Commission approve this Amendment expeditiously.

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.

Sincerely,

Elizabeth M. Weber

Enclosures

cc: Luba Hromyk (without enclosure)
Lauraine Harding at McLeodUSA (without enclosure)

**Amendment re: Single Point of Presence (SPOP)
to the
Local Interconnection Agreement
between
McLeodUSA Telecommunications Services, Inc.
and
Qwest Corporation
(f/k/a U S WEST Communications, Inc.)
Washington**

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This Amendment to the Local Interconnection Agreement is between McLeodUSA Telecommunications Services, Inc. ("CLEC"), an Iowa corporation, and Qwest Corporation (f/k/a U S WEST Communications, Inc.) ("Qwest"), a Colorado corporation. CLEC and Qwest shall be known jointly as the "Parties".

WHEREAS, the Parties entered into an Interconnection Agreement that was approved by the Washington Utilities and Transportation Commission ("Commission") on August 30, 2000, Docket No. UT-993007 ("Agreement"); and

WHEREAS, the Parties wish to amend the 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:

1. Amendment Terms.

This Amendment is made in order to add terms and conditions for Single Point of Presence (SPOP) in the LATA, to the Agreement, as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein.

2. Effective Date.


This Amendment shall be deemed effective upon Commission approval; however, the Parties may agree to implement the provisions of this Amendment upon execution.

3. Further Amendments.

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both Parties.

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.

McLeodUSA Telecommunications Services, Inc.



Authorized Signature

David R. Conn

Name Printed/Typed

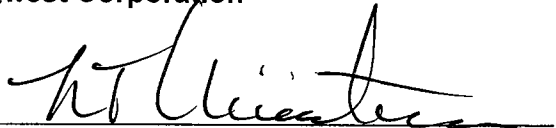
Vice President

Title

05/10/01

Date

Qwest Corporation



Authorized Signature

L. T. Christensen

Name Printed/Typed

Director – Business Policy

Title

5/21/01

Date

ATTACHMENT 1

Single Point of Presence (SPOP) in the LATA is a Local Interconnection Service (LIS)/Type 2 Interconnection trunking option that allows CLEC/WSP to establish one physical point of presence in the LATA in Qwest's territory. Qwest and CLEC may then exchange traffic at the SPOP utilizing trunking as described following.

- 1.1 By utilizing SPOP in the LATA, CLEC/WSP 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/WSP can also utilize Qwest's behind the tandem infrastructure to terminate traffic to specific end offices. The SPOP is defined as the CLEC/WSP'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/WSP 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, subject to the 512 CCS rules.
 - 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. CLEC/WSP may, at its option, elect to separate its Exchange Access and Jointly Provided Switched Access traffic onto two separate trunk groups, each going to the Qwest access tandem.
- 1.4 Where there is no Qwest local tandem serving a Qwest end office, CLEC/WSP may choose from one of the following options:
 - 1.4.1 A two-way CLEC/WSP LIS/Type 2 trunk group to the Qwest access tandem for CLEC/WSP 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. If CLEC/WSP selects this option, Qwest will send Exchange Service EAS/Local, Exchange Access and Jointly Provided Switched Access traffic to CLEC on the same two-way LIS/Type 2 trunk group.
 - 1.4.2 A two-way CLEC/WSP LIS/Type 2 trunk group to the Qwest access tandem for CLEC/WSP 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. IF CLEC/WSP selects this option, Qwest will send traffic to CLEC/WSP under the same configuration: (1) Jointly Provided Switched Access traffic on the first two-way trunk group and (2) combined Exchange Service EAS/Local and Exchange Access traffic on the second two-way trunk group.

1.4.3 A one-way terminating CLEC/WSP LIS/Type 2 trunk group to the Qwest access tandem for CLEC/WSP 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. If CLEC/WSP selects this option, Qwest will send Exchange Service EAS/Local, Exchange Access and Jointly Provided Switched Access traffic to CLEC/WSP on a single one-way LIS/Type 2 trunk group.

1.4.4 CLEC/WSP may utilize a one-way LIS/Type 2 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. If CLEC/WSP selects this option, Qwest will send traffic to CLEC/WSP under the same configuration: (1) Jointly Provided Switched Access traffic on one one-way trunk group and (2) Exchange Service EAS/Local and Exchange Access traffic on the second one-way trunk group.

1.4.4.1 LATA Toll Non-IXC) trunk group.

1.4.5 To the extent Qwest combines Exchange Service (EAS/Local), Exchange Access (IntraLATA Toll carried solely by Local Exchange Carriers), and Jointly Provided Switched Access (InterLATA and IntraLATA calls exchanged with a third-party IXC) traffic on a single LIS/Type 2 trunk group, Qwest, at CLEC/WSP's request, will declare a percent local use factor (PLU). Such PLU(s) will be verifiable with either call summary records utilizing Calling Party Number information for jurisdictionalization or call detail samples. CLEC/WSP should apportion per minute of use (MOU) charges appropriately.

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

1.6 Qwest assumes CLEC/WSP will be originating Exchange Access (IntraLATA Toll Non-IXC) traffic, therefore, CLEC/WSP must order LIS/Type 2 trunking to each Qwest access tandem in the LATA to accommodate routing of this traffic. Additionally, if there is more than one Qwest access tandem within the LATA boundary, the CLEC/WSP must order LIS/Type 2 trunking to each Qwest access tandem that serves its end-user customers' traffic to avoid call blocking. Alternatively, should the CLEC/WSP accept the conditions as outlined in the SPOP Waiver (Exhibit A), trunking will not be required to each Qwest access tandem in a multi-access tandem LATA.

- 1.7 CLEC/WSP only needs trunking 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.
- 1.8 If Direct Trunked Transport is greater than 50 miles in length, and existing facilities are not available in either Party's network, and the Parties cannot agree as to which Party will provide the facility, the Parties will construct facilities to a mid-point of the span.
- 1.9 SPOP in the LATA cannot be used in conjunction with existing CLEC/WSP LIS/Type 2 trunking that connects to Qwest's end office switches with tandem functionality.
- 1.10 The LIS/Type 2 SPOP facility cannot be used to access unbundled network elements.
- 1.11 Ordering
 - 1.11.1 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/WSP to connect to each Qwest Access Tandem in the LATA with this waiver amendment.

CLEC/WSP 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/WSP seeks a waiver. Or, if CLEC/WSP does originate such traffic, that CLEC/WSP will route such traffic to an Interexchange Carrier network. In addition, CLEC/WSP certifies that it has no end users in the serving area of the Qwest Access Tandem for which CLEC/WSP seeks a waiver.

CLEC/WSP 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/WSP will provide thirty (30) days written notice to Qwest advising of any changes in the network configuration of the aforementioned access tandems. Should CLEC desire to begin serving end users in the serving area of a Qwest access tandem currently under this waiver, CLEC must first establish trunking to the Qwest access tandem. Additionally, should CLEC desire to originate traffic destined to a Qwest end office subtending a Qwest access tandem currently under this waiver, CLEC must first establish trunking to the Qwest access tandem.

Under this waiver any incorrectly routed Exchange Access and Jointly Provided Switched Access traffic will be billed separately, by Qwest to CLEC/WSP, 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.