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Lisa A. Anderl
Senior Attorney
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01 FEB 22 PM 12:00

Via UPS

February 21, 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-960323
Request for Approval of Amendment to the Interconnection Agreement between
Qwest Corporation and MFS Intelenet, Inc.

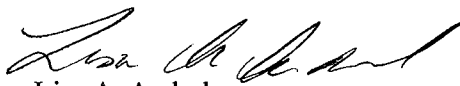
Dear Ms. Washburn:

In accordance with the Order on Arbitration Procedure in Docket No. UT-960269, please find enclosed an original and five (5) copies of a Local Number Portability (LNP) Managed Cuts Amendment to the Interconnection Agreement between Qwest Corporation and MFS Intelenet, Inc. 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 do not hesitate to contact me at the number listed above, or my paralegal, Elizabeth M. Weber at (206) 398-2504.

Sincerely,



Lisa A. Anderl

Enclosures

cc: Debi Hartl (with pleading, without amendment)
Jill Wicks at MCI WorldCom (with pleading, without amendment)

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BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of Request for Approval of Local)	
Number Portability (LNP) Managed Cuts)	Docket No. UT-960323
Amendment to the Interconnection Agreement)	
Between MFS Intelenet, Inc. and Qwest)	REQUEST FOR APPROVAL OF
Corporation)	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"), formerly U S WEST Communications, Inc., and MFS Intelenet, Inc. ("MFS") hereby submit for approval by the Washington Utilities and Transportation Commission ("Commission" or "WUTC") the attached Local Number Portability (LNP) Managed Cuts Amendment to interconnection Agreement executed on February 8 and 14, 2001 (the "Amendment"). This amendment supplements the original interconnection agreement between MFS and Qwest which was approved by the Commission on January 8, 1997 in Docket

1 No. UT-960323. The Amendment modifies the Agreement by adding terms, conditions and rates
2 for Local Number Portability (LNP) Managed Cuts.

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

11 This Amendment was reached through voluntary negotiations between representatives of
12 both companies. It is submitted for approval pursuant to Section 252(e) of the Communications
13 Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act") and the
14 requirements of the Commission's Interpretive and Policy Statement.

15 II. REASONS FOR APPROVAL

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

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

22 Qwest and MFS respectfully submit that the Amendment provides no basis for either of
23 these findings and thus request that the Commission approve the Amendment expeditiously.

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

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

9 For the foregoing reasons, Qwest and MFS submit that approval of this Amendment is
10 warranted because it satisfies the state and federal criteria for approval.

11 III. UNDERSTANDING AND AGREEMENT OF PARTIES

12 With respect to the Amendment, the Parties understand and agree that this Amendment
13 modifies the Agreement by adding terms, conditions and rates for Local Number Portability
14 (LNP) Managed Cuts.

15 IV. CONCLUSION

16 For the foregoing reasons, Qwest and MFS respectfully request expeditious approval of
17 the Amendment. Both Parties request approval earlier than the 90 day time period

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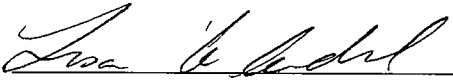
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1 allowed for by the Interpretive and Policy Statement, in order to facilitate the immediate
2 availability of additional local exchange competition between Qwest and MFS.

3 Respectfully submitted this 21st day of February, 2001.

4 Qwest

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6 

7 Lisa A. Anderl, WSBA No. 13236
8 1600 - 7th Avenue, Room 3206
9 Seattle, WA 98191
10 (206) 345-1574

Replaced
3.30.01
Revised

**Local Number Portability (LNP) Managed Cuts Amendment to the Washington
Interconnection Agreement
Between
MCI WORLDCOM Communications, Inc.
f.k.a. MFS Intelenet, Inc.
and
Qwest Corporation**

This Local Number Portability (LNP) Managed Cuts Amendment ("Amendment") is made and entered into by and between MCI WORLDCOM Communications, Inc. f.k.a. MFS Intelenet, Inc. ("CLEC") and Qwest Corporation ("Qwest"). Qwest and CLEC may be referred to collectively as the "Parties".

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("the Agreement") for service in the state of Washington that was approved by the Washington Utilities and Transportation Commission ("Commission"); and

WHEREAS, CLEC and Qwest desire to amend the Agreement under 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, conditions and rates for Local Number Portability Managed Cuts as set forth in the Attachment for Local Number Portability Managed Cuts, attached hereto and incorporated herein.

2. Effective Date.

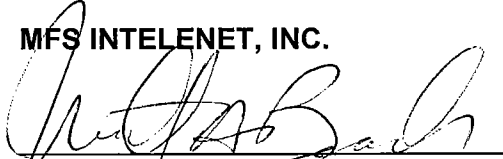
This Amendment shall be deemed effective upon approval by the Commission; however, the Parties agree to implement the provisions of this Amendment upon execution.

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.

MFS INTELENET, INC.



Authorized Signature

MICHAEL A. BEACH

Name Printed/Typed

VICE PRESIDENT

Title

02/08/01

Date

QWEST CORPORATION



Authorized Signature

L.T. Christensen

Name Printed/Typed

Director- Business Policy

Title

2/14/01

Date

**ATTACHMENT
LOCAL NUMBER PORTABILITY
MANAGED CUTS**

- 1.0 A Managed Cut permits CLEC to select a coordinated cut for LNP ("LNP Managed Cut") on an Individual Case Basis ("ICB"). LNP Managed Cuts are offered 24 X 7 X 365 basis. For example, Qwest allows CLEC to request a Managed Cut in those situations where a cut would otherwise have been flow-through, but where CLEC has a business need to have Qwest personnel dedicated to the cut.
- 1.1 The date and time for an LNP Managed Cut requires up-front planning and may need to be mutually determined by Qwest and CLEC. Qwest will use best efforts to schedule and complete all LNP Managed Cuts in accordance with CLEC's LNP Managed Cut request submitted pursuant to section 1.2 below, provided the information is complete and accurate. All requests will be processed on a nondiscriminatory, first come, first served basis and are subject to Qwest's good faith ability to meet a reasonable demand. Circumstances such as system downtime, switch upgrades, switch maintenance, and the possibility of other CLECs requesting the same Frame Due Time ("FDT") in the same switch (switch contention) will be considered. In the event that any of these situations occur, Qwest and CLEC will promptly determine a mutually agreed upon FDT, prior to Qwest's issuance of the Firm Order Confirmation (FOC). When this up-front coordination and FDT negotiation is needed, additional time may be required for the FOC.
- 1.2 CLEC shall request an LNP Managed Cut by submitting a Local Service Request ("LSR") and designating the order as a LNP Managed Cut in the remarks section of the LSR form.
- 1.3 CLEC will incur additional charges as set forth below and Section 1.7 herein, for the LNP Managed Cut dependent upon the FDT. The rates are based upon whether the request is within Qwest's normal business hours or out of hours. Qwest's normal business hours are 7:00 a.m. to 7:00 p.m., local time, Monday through Friday. The rate for a LNP Managed Cut during normal business hours is the standard rate. The rate for a LNP Managed Cut out of hours, except for Sundays and Holidays, is the overtime rate, and Sundays and Holidays is the premium rate.
- The parties agree that the LNP Managed Cut rates reflected herein will apply, but are subject to modification based on rate changes resulting from future SGAT proceedings or by order of the Commission.
- 1.4 Charges for LNP Managed Cuts shall be based upon actual hours worked in one half (½) hour increments multiplied by the number of Qwest personnel actively participating in the LNP Managed Cut. Such charges are set forth in Section 1.7 below.
- 1.5 Qwest will schedule the appropriate number of employees prior to the LNP Managed Cut, based upon information provided by CLEC. CLEC will also have appropriate personnel scheduled for the negotiated FDT. If CLEC's information

is modified during the LNP Managed Cut, and, as a result, non-scheduled employees are required, CLEC shall be charged a three (3) hour minimum callout per each additional non-scheduled employee. If the cut is either cancelled, or supplemented to change the due date within twenty four (24) hours of the negotiated FDT by CLEC, CLEC will be charged a three (3) hour minimum.

1.6 In the event that the LNP Managed Cut conversion is not successful, CLEC and Qwest agree to isolate and fix the problem in a timeframe acceptable to CLEC. If the problem cannot be corrected within an acceptable timeframe, CLEC may request the restoration of Qwest service for the ported customer. Such restoration shall occur immediately upon request. CLEC is required to issue a Supplemental LSR to either cancel the original LSR or change the due date.

1.7 Qwest will provide a LNP Managed Cut at the following rates:

LNP Managed Cut standard	Recurring NA	\$ 27.38 per ½ hour per person
LNP Managed Cut overtime	Recurring NA	\$ 35.43 per ½ hour per person
LNP Managed Cut premium	Recurring NA	\$ 43.49 per ½ hour per person