

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

In the Matter of the Request of)	DOCKET NO. UT-960310
)	
MCImetro Access Transmission Services, LLC.)	
)	
and)	
)	
QWEST CORPORATION)	REQUEST FOR APPROVAL OF
)	AMENDMENT TO
For Approval of Negotiated Agreement Under the Telecommunications Act of 1996)	INTERCONNECTION AGREEMENT BETWEEN MCI AND QWEST
.....)	

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 STATE UTILITIES AND TRANSPORTATION COMMISSION

MCImetro Access Transmission Services, L.L.C., ("MCImetro") submits this motion for approval of a negotiated amendment between MCImetro and Qwest Corporation ("Qwest") entitled Amendment to Interconnection Agreement for Elimination of UNE-P and Implementation of Batch Hot Cut Process and Discounts ("BHC Amendment") as well as QPP Master Service Agreement ("QPP MSA") also between MCImetro and Qwest for the Commission's review and approval. The MCImetro interconnection agreement with Qwest was first approved in this docket on August 18, 1997.

1. General Description of Agreements

A. Amendment to Interconnection Agreement for Elimination of

UNE-P and Implementation of Batch Hot Cut Process and Discounts, including Attachment A thereto, and

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

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. BHC Amendment - MCImetro previously purchased 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”). These UNE-P arrangements were previously obtained by MCImetro under the terms and conditions of certain interconnection agreements including without limitation in certain states Qwest’s statement of generally available terms. Both MCImetro and Qwest acknowledge certain regulatory uncertainty in light of the DC Circuit Court’s decision in *United States Telecom Association v. FCC*, 359 F.3d 554 (March 2, 2004), with respect to the future existence, scope, and nature of Qwest’s obligation to provide such UNE-P arrangements under the Communications Act (the “Act”).

Therefore, to address such uncertainty and to create a stable arrangement for the continued availability to MCImetro from Qwest of services technically and functionally equivalent to the June 14, 2004 UNE-P arrangements the parties have contemporaneously entered into a Master Service Agreement for the provision of Qwest Platform Plus™ service (the “QPP™ MSA”).

The term of the Amendment begins on July 16, 2004 remains in effect through July 31, 2008. The provisions of the Amendment are intended to amend and supercede those provisions of MCImetro’s existing and all future interconnection or other agreements only as they 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 the unbundled network element platform, and 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 MCImetro 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 below are met. If the number of MCImetro’s QPP™ lines as of October 31, 2005 equals or exceeds 90% of the sum of MCImetro’s QPP™ and UNE-P lines as of October, 31, 2004, the Batch Hot Cut rate for MCImetro will be reduced to \$23 per line for Batch Hot Cuts performed during the time period

from January 1, 2006 through December 31, 2006. If the number of MCImetro's QPP™ lines as of October 31, 2006 equals or exceeds 90% of the sum of MCImetro's QPP™ and UNE-P lines as of October, 31, 2005, the Batch Hot Cut rate for MCImetro will be reduced to \$18.50 per line for Batch Hot Cuts performed during the time period from January 1, 2007 through end of the term of this Amendment. For purposes of this section, the number of QPP™ lines and the sum of QPP™ and UNE-P lines shall be calculated on a regionwide basis that includes all states in which this Amendment is in effect.

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.

During the term of the Agreement Qwest will not offer or provide to MCImetro, and MCImetro will not order or purchase from Qwest, unbundled mass market switching, unbundled enterprise switching or unbundled shared transport, in combination with other network elements as part of UNE-P, out of its existing interconnection agreement with Qwest, a Qwest SGAT or any other

interconnection agreement governed by 47 U.S.C. §§251 and 252 that MCImetro or one of its affiliates may in the future enter into with Qwest.

B. QPP MSA - Qwest will provide QPP™ service offerings to MCImetro. MCImetro may use QPP™ services to provide any telecommunications services, information services, or both that MCImetro chooses to offer. QPP™ services consists 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 applicable interconnection agreement or SGAT where MCImetro has opted into an SGAT as its interconnection agreement (collectively, "ICAs") as the same existed on June 14, 2004. 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 July 16, 2004 remains in effect through July 31, 2008.

The recurring ("MRC") and nonrecurring ("NRC") rates for QPP™ services and all applicable usage-based rates and miscellaneous charges (other

than applicable intercarrier compensation charges such as access charges and reciprocal compensation and MRCs and NRCs for elements and services provided pursuant to MCImetro's ICAs) are stated in the attached Rate Sheets. The rates for QPP™ services set forth in the attached Rate Sheets will be in addition to the applicable rates for elements and services provided under MCImetro's ICAs. The loop element combined with a QPP™ service will be provided pursuant to MCImetro's ICAs with Qwest at the rates set forth in those ICAs. The term of the Amendment begins on July 16, 2004 remains in effect through July 31, 2008.

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 MCImetro with the raw data necessary to allow MCImetro to disaggregate results at the state level.

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 BHC Amendment and the QPP MSA are available in their entirety to any telecommunications carrier under the same rates, terms and conditions. Qwest has posted the BHC Amendment on its wholesale website at: <http://www.qwest.com/wholesale/downloads/2004/040722/UNE-Pelim-BatchHotCut7-20-04.doc> wherein it states: "Below are New Products and Services not in the filed Statement of Generally Available Terms (SGATs). The language can be incorporated in an Interconnection Agreement . . ." and the QPP MSA at <http://www.qwest.com/wholesale/clecs/commercialagreements.html> wherein it states "A Carrier may use the Commercial Agreements below, to enter into a business relationship with Qwest . . ."

Finally, by filing these agreements for review and approval, 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 MCImetro to continue to offer The Neighborhood™ suite of product and services to business and residential customers in the state thereby allowing MCImetro to continue to compete in the mass market.

5. Verification

This pleading is verified by William Levis, Director, Western Public Policy, who is authorized to act on behalf of the MCImetro, stating that the contents of this request and all attachments, are true, accurate, complete and correct.

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

Dated: July 28, 2004

MCImetro ACCESS TRANSMISSION
SERVICES, LLC

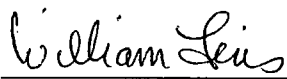
By: 

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Verification

I, William Levis, Director, do hereby state that the factual statements contained in the within Motion to 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: July 28, 2004



William Levis

CERTIFICATE OF SERVICE

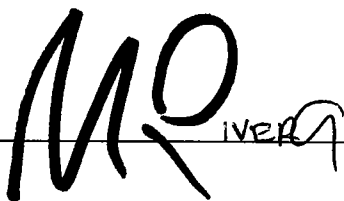
I HEREBY CERTIFY THAT I served a true and exact copy of the within Motion for Approval of Negotiated Amendment motion and notice upon the following either by hand delivery, first class mail or e-mail as stated below:

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Dated: July 28, 2004



M. O. Rivera