

Qwest

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Lisa A. Anderl

Senior Attorney
Policy and Law Department



Via UPS

April 23, 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-013009
Request for Approval of Amendment to the Interconnection Agreement
between Qwest Corporation and Pac-West Telecomm, 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 the Single Point of Presence (SPOP) in the LATA Amendment to the Interconnection Agreement between Qwest Corporation and Pac-West Telecomm, 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 contact my paralegal, Elizabeth Weber at (206) 398-2504.

Sincerely,

Lisa A. Anderl

Enclosures

cc: Cheryl Moore (with pleading, without amendment)
John Sumpter at Pac-West Telecomm (with pleading, without amendment)

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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-013009
Between Pac-West Telecomm, Inc. and Qwest)	
Corporation)	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 Pac-West Telecomm, Inc. ("Pac-West") hereby submit for approval by the Washington Utilities and Transportation Commission ("Commission" or "WUTC") the attached Single Point of Presence (SPOP) in the LATA Amendment to the Interconnection Agreement executed on April 6 and 12, 2001 (the "Amendment"). This amendment supplements the original interconnection agreement between Pac-West and Qwest which was allowed to go into effect on February 14, 2001, in this same docket.

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

9 This Amendment was reached through voluntary negotiations between representatives of
10 both companies. It is submitted for approval pursuant to Section 252(e) of the Communications
11 Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act") and the
12 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 Pac-West respectfully submit that the Amendment provides no basis for either
21 of 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 Pac-West submit that approval of this Amendment
8 is warranted because it satisfies the state and federal criteria for approval.

9 **III. UNDERSTANDING AND AGREEMENT OF PARTIES**

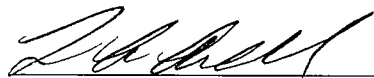
10 With respect to the Amendment, the Parties understand and agree that this Amendment
11 modifies the Agreement by adding terms, conditions and rates for single point of presence in the
12 LATA as set forth in Attachment 1 to the Amendment.

13 **IV. CONCLUSION**

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

18 Respectfully submitted this 23rd day of April, 2001.

19 Qwest

20
21 

22 Lisa A. Anderl, WSBA No. 13236

**Single Point of Presence (SPOP) in the LATA Amendment
to the Interconnection Agreement between
Qwest Corporation and
Pac-West Telecomm, Inc.
for the State of Washington**

This is an Amendment ("Amendment") for Single Point of Presence (SPOP) in the LATA to the Interconnection Agreement between Qwest Corporation ("Qwest"), formerly known as U S WEST Communications, Inc., a Colorado corporation, and Pac-West Telecomm, Inc. ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

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RECITALS

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

WHEREAS, the Parties wish to amend the Agreement further 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 by adding terms, conditions and rates for Single Point of Presence (SPOP) in the LATA as set forth in Attachment 1 to this Amendment, attached hereto and incorporated herein by this reference.

Effective Date

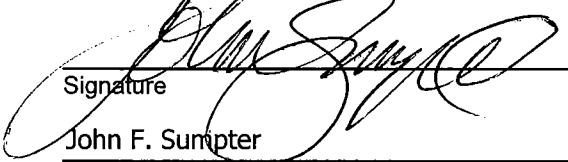
This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system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

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.

Pac-West Telecomm, Inc.



Signature

John F. Sumpter

Name Printed/Typed

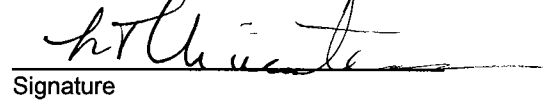
VP - Regulatory

Title

April 6, 2001

Date

Qwest Corporation



Signature

L. T. Christensen

Name Printed/Typed

Director - Business Policy

Title

4/12/01

Date

ATTACHMENT 1
SINGLE POINT OF PRESENCE (SPOP) IN THE LATA

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.
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.
3. Where there is a Qwest local tandem serving an end office that CLEC intends to terminate traffic, the following conditions apply:
 - 3.1 All local trunking must be ordered to the Qwest local tandem for the Qwest end office served by the Qwest local tandem.
 - 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.
 - 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.
4. Where there is no Qwest local tandem serving a Qwest end office, CLEC may choose from one of the following options:
 - 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.
 - 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.
 - 4.2.1 If 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.

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.

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.

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.

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

6. If there is more than one Qwest access tandem within the LATA boundary, 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.

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.

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.

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

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

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.

12. 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.