

RECEIVED   
FILED

2003 DEC -5 PM 3:26

IDAHO PUBLIC  
UTILITIES COMMISSION

Mary S. Hobson (ISB# 2142)  
Stoel Rives LLP  
101 South Capitol Boulevard – Suite 1900  
Boise, ID 83702  
Telephone: (208) 389-9000  
Facsimile: (208) 389-9040  
[mshobson@stoel.com](mailto:mshobson@stoel.com)

David Young  
VarTec Telecom, Inc.  
1600 Viceroy  
Dallas, TX 75235  
Telephone: (214) 424-1174

**BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**

JOINT APPLICATION OF QWEST  
CORPORATION AND VARTEC TELECOM,  
INC. FOR APPROVAL OF A WIRELINE  
INTERCONNECTION AGREEMENT  
PURSUANT TO 47 U.S.C. §252(E)

CASE NO.: QWE-T-02-1

**APPLICATION FOR APPROVAL OF  
AMENDMENT TO THE  
INTERCONNECTION AGREEMENT**

Qwest Corporation (“Qwest”) and VarTec Telecom, Inc. (“VarTec”) hereby jointly file this Application for Approval of Amendment to the Interconnection Agreement (“Amendment”), which was approved by the Idaho Public Utilities Commission on March 5, 2002 (the “Agreement”). A copy of the Amendment is submitted herewith.

This Amendment was reached through voluntary negotiations without resort to mediation or arbitration and is submitted for approval pursuant to Section 252(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the “Act”).

Section 252(e)(2) of the Act directs that a state Commission may reject an amendment reached through voluntary negotiations only if the Commission finds that: the amendment (or portion(s) thereof) discriminates against a telecommunications carrier not a party to this agreement; or the implementation of such an amendment (or portion) is not consistent with the public interest, convenience and necessity.

VarTec and Qwest respectfully submit this Amendment provides no basis for either of these findings, and, therefore jointly request that the Commission approve this Amendment

expeditiously. This Amendment is consistent with the public interest as identified in the pro-competitive policies of the State of Idaho, the Commission, the United States Congress, and the Federal Communications Commission. Expedient approval of this Amendment will enable VarTec to interconnect with Qwest facilities and to provide customers with increased choices among local telecommunications services.

VarTec and Qwest further request that the Commission approve this Amendment without a hearing. Because this Amendment was reached through voluntary negotiations, it does not raise issues requiring a hearing and does not concern other parties not a party to the negotiations. Expedient approval would further the public interest.

Respectfully submitted this 5<sup>th</sup> day of December, 2003:

**Qwest Corporation**

  
\_\_\_\_\_  
Mary S. Hobson  
Stoel Rives LLP, Attorneys for Qwest

and

David Young  
VarTec Telecom, Inc.

**CERTIFICATE OF SERVICE**

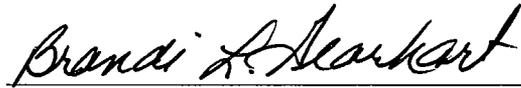
I hereby certify that on this 5<sup>th</sup> day of December, 2003, I served the foregoing **APPLICATION FOR APPROVAL OF AMENDMENT TO THE INTERCONNECTION AGREEMENT** upon all parties of record in this matter as follows:

Jean Jewell, Secretary  
Idaho Public Utilities Commission  
472 West Washington Street  
Boise, Idaho 83720-0074  
[jjewell@puc.state.id.us](mailto:jjewell@puc.state.id.us)

Hand Delivery  
 U. S. Mail  
 Overnight Delivery  
 Facsimile  
 Email

David Young  
VarTec Telecom, Inc.  
1600 Viceroy  
Dallas, TX 75235  
Telephone: (214) 424-1174

Hand Delivery  
 U. S. Mail  
 Overnight Delivery  
 Facsimile  
 Email



\_\_\_\_\_  
Brandi L. Gearhart, PLS  
Legal Secretary to Mary S. Hobson  
Stoel Rives LLP

**Rate Update Amendment  
to the Interconnection Agreement between  
Qwest Corporation and  
VarTec Telecom, Inc.  
for the State of Idaho**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), formerly known as U S WEST Communications, Inc., a Colorado corporation, and VarTec Telecom, Inc. ("CLEC"). CLEC and Qwest shall be known jointly as the ("Parties").

**RECITALS**

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") that was approved by the Idaho Public Utilities Commission on February 26, 2002 as referenced in Case No. QWE-T-02-01; 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 rates for products previously identified as "Under Development" and "No Charge", as set forth in Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

1. Qwest has developed rates for Exhibit A of the Agreement (and/or associated Amendments), which were previously identified as "Under Development". The aforementioned newly developed rates have been filed with the Commission in the approved SGAT.
2. The Agreement is hereby amended to reflect a revised Exhibit A, incorporating these new rates, which is attached hereto and incorporated herein by this reference.

Rates in Exhibit A will reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission.

**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. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

**Entire Agreement**

This Amendment (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Amendment and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of this Amendment.

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.

**VarTec Telecom, Inc.**

Connie F. Mitchell

Signature

Connie F. Mitchell

Name Printed/Typed

Chief Administrative Officer

Title

11/17/03

Date

**Qwest Corporation**

L. T. Christensen

Signature

L. T. Christensen

Name Printed/Typed

Director - Business Policy

Title

12/3/03

Date

# CMS Historical Contract Loading - Rate Corrections

## EXHIBIT A

**CLEC** VarTec Telecom Inc.  
**STATE** Idaho

Contract Sequence Number	CMS Sequence Number and Product Element	SGAT Element Number	Existing Contract Rate		SGAT/New Contract Rate	
			Recurring Charge	Non-Recurring Charge	Recurring Charge	Non-Recurring Charge
8.1.9	8.0 Collocation	8.1.9	Under Development	Under Development	\$3.71	\$1,622.40
	8.1 All Collocation					
	8.1.9 Collocation Terminations					
	8.1.9.4 Ocn Termination					
8.1.9	8.1.9.4.1 Ocn Terminations, Per 12 Fibers	8.1.9	Under Development	Under Development	\$6.75	\$2,952.53
	8.0 Collocation					
	8.1 All Collocation					
	8.1.9 Collocation Terminations					
8.5.3	8.1.9.4 Ocn Termination	8.5.3	Under Development	Under Development	\$35.65	
	8.1.9.4.1 Cable Racking for Ocn Terminations, 1st 12 fibers					
	8.0 Collocation					
	8.6 Remote Collocation					
8.5.3	8.6.3 Virtual Remote Collocation	8.5.3	Under Development	Under Development	\$29.40	
	8.6.3.5 Engineering Rate, per Half Hour					
	8.0 Collocation					
	8.6 Remote Collocation					
8.5.3	8.6.3 Virtual Remote Collocation	8.5.3	Under Development	Under Development	\$29.40	
	8.6.3.6 Maintenance Rate, per Half Hour					
	8.0 Collocation					
	8.6 Remote Collocation					
8.5.3	8.6.3.7 Installation Rate, per Half Hour	8.5.3	Under Development	Under Development	\$29.40	
	8.0 Collocation					
	8.6 Remote Collocation					
	8.6.3 Virtual Remote Collocation					
8.5.3	8.6.3.8 Training Rate, per Half Hour	8.5.3	Under Development	Under Development	\$29.40	
	8.0 Collocation					
	8.6 Remote Collocation					
	8.6.3 Virtual Remote Collocation					

# CMS Historical Contract Loading - Rate Corrections

## EXHIBIT A

CLEC VarTec Telecom Inc.  
 STATE Idaho

Contract Sequence Number	CMS Sequence Number and Product Element	SGAT Element Number	Existing Contract Rate		SGAT/New Contract Rate	
			Recurring Charge	Non-Recurring Charge	Recurring Charge	Non-Recurring Charge
9.6.7	9.6.8.3 DS1/DSO Low Side Channelization	9.6.8	\$9.01	Under Development	\$9.01	
9.7.1	9.7.1 Single Strand Increments - 1 Fiber	9.7.1	Under Development	Under Development		
9.15.1	9.15 Line Information Database (LIDB)	9.15.1	No Charge	No Charge		\$0.00
9.15.4	9.15.4 Fraud Alert Notification, per Alert	9.15.4	No Charge		\$0.00	
10.3	10.0 Ancillary Services	10.3	No Charge		\$0.00	
12.1	12.0 Operational Support Services	12.1	Under Development	Under Development		\$0.00
12.2	12.2 Ongoing Maintenance, per Order	12.2	Under Development		\$0.00	

Note: Items 12. And 12.2 were identified as Under Development.....SGAT rates indicate "No Charge at this time"  
 \$0.00 rates were enter to replace "No Charge at this time" SGAT rate.