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IDAHO PUBLIC
UTILITIES COMMISSION

Lee Weiner
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BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

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

CASE NO.: QWE-T-02-22

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

Qwest Corporation (“Qwest”) and XO Idaho, Inc. (“XO”) hereby jointly file this Application for Approval of Amendment to the Interconnection Agreement (“Amendment”), which was approved by the Idaho Public Utilities Commission on February 28, 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.

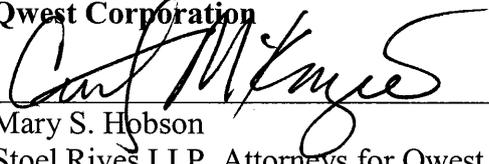
XO and Qwest respectfully submit this Amendment provides no basis for either of these findings, and, therefore jointly request that the Commission approve this Amendment

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. Expeditious approval of this Amendment will enable XO to interconnect with Qwest facilities and to provide customers with increased choices among local telecommunications services.

XO 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. Expeditious approval would further the public interest.

Respectfully submitted this 23rd day of September, 2004.

Qwest Corporation



Mary S. Hobson
Stoel Rives LLP, Attorneys for Qwest

and

Lee Weiner
XO Idaho, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on this 23rd day of September, 2004, 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
P.O. Box 83720
Boise, Idaho 83720-0074
jjewell@puc.state.id.us

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

**CLEC-to-CLEC Cross Connections Amendment
to the Interconnection Agreement
between
Qwest Corporation
and
XO Idaho, Inc.
for the State of Idaho**

This is an Amendment to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and XO Idaho, Inc. ("CLEC"), a corporation.

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement for service in the State of Idaho, that was approved by the Idaho Public Utilities Commission ("Commission") on February 28, 2002, as referenced in Order No. 28964 ("Agreement"); 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 the terms, conditions and rates for CLEC-to-CLEC Cross Connections, as set forth in Attachment 1 and Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

Rates in Exhibit A that are "Under Development" shall be updated upon establishment of a rate. Rates in Exhibit A shall otherwise be updated to 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. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as Qwest implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

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

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended 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 the Agreement as amended.

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.

XO Idaho, Inc.


Signature

Heather B. Gold
Name Printed/Typed

SUP Government Relations
Title

9/14/04
Date

Qwest Corporation


Signature

L. T. Christensen
Name Printed/Typed

Director – Interconnection Agreements
Title

9/16/04
Date

ATTACHMENT 1**CLEC-to-CLEC Cross Connections****8.2 Terms and Conditions**

8.2.1.23 Qwest shall design and engineer the most efficient route and cable racking for the connection between CLEC's equipment in its collocated spaces to the collocated equipment of another CLEC located in the same Qwest Premises; or to CLEC's own non-contiguous Collocation space. The most efficient route generally will be over existing cable racking, to the extent Technically Feasible, but to determine the most efficient route and cable racking, Qwest shall consider all information provided by CLEC in the Application form, including but not limited to, distance limitations of the facilities CLEC intends to use for the connection. If the length of the most efficient route exceeds any such distance limitations, Qwest will notify CLEC of available options. When CLEC notifies Qwest of CLEC's preferred option, Qwest will proceed with the route design and quote preparation. If CLEC elects to have Qwest provide the channel regeneration, the quote will include the applicable charges. CLEC shall have access to the designated route and construct such connection, using copper, coax, optical fiber facilities, or any other Technically Feasible method utilizing a vendor of CLEC's own choosing. CLEC may place its own fiber, coax, copper cable, or any other Technically Feasible connecting facilities outside of the actual physical Collocation space, subject only to reasonable NEBS Level 1 safety limitations using the route specified by Qwest. CLEC may perform such Interconnections at the ICDF, if desired. CLEC may interconnect its network as described herein to any other collocating Carrier, to any collocated Affiliate of CLEC, to any End User's Premises, and may interconnect CLEC's own collocated space and/or equipment (e.g., CLEC's Physical Collocation and CLEC's Virtual Collocation on the same Premises). CLEC-to-CLEC Connections shall be ordered either as part of an Application for Collocation under the Agreement, or separately from a Collocation Application in accordance with Section 8.4.7. CLEC-to-CLEC Cross Connections at an ICDF are available, as follows:

8.2.1.23.1 CLEC-to-CLEC Cross Connections at the ICDF.

8.2.1.23.1.1 CLEC-to-CLEC Cross Connection (COCC-X) is defined as CLEC's capability to order a Cross Connection from its Collocation in a Qwest Premises to its non-adjacent Collocation space or to another CLEC's Collocation within the same Qwest Premises at the ICDF.

8.2.1.23.1.2 Qwest will provide the capability to combine these separate Collocations through an Interconnection Distribution Frame (ICDF). This is accomplished by the use of CLECs' Connecting Facility Assignment (CFA) terminations residing at an ICDF. Also, ICDF Cross Connections must terminate on the same ICDF at the same service rate level.

8.2.1.23.1.3 If CLEC has its own Dedicated ICDF, the CLEC is

responsible for ordering tie cables to the common ICDF frame/bay where the other CLEC resides. These tie cables would be ordered through the existing Collocation Application form.

8.2.1.23.1.4 CLEC is responsible for the end-to-end service design that uses ICDF Cross Connection to ensure that the resulting service meets its Customer's needs. This is accomplished by CLEC using the Design Layout Record (DLR) for the service connection. Depending on the distance parameters of the combination, regeneration may be required.

8.2.1.23.1.5 If two CLECs are involved, one CLEC acts as the "ordering" CLEC. The ordering CLEC identifies both connection CFA's on the ASR. CLEC requests service order activity by using the standard ASR forms. These forms are agreed upon nationally at the OBF (Ordering and Billing Forum). Refer to the DMP (Document Management Platform)/Carrier/Carrier Centers/"A"/"ASOG" for copies of all forms including definitions of the fields. CLEC is responsible for obtaining these forms. Qwest must not reproduce copies for its Customers, as this is a copyright violation. The standard industry forms for CLEC-to-CLEC Cross Connections (COCC-X) are: Access Service Request (ASR), Special Access (SPE) and Additional Circuit Information (ACI).

8.4.7 Ordering – CLEC to CLEC Connections

8.4.7.1 Application -- Upon receipt of the applicable portions of a complete Collocation Application as described in the Agreement. Qwest will perform a feasibility study to determine if adequate cable racking can be found for the placement of CLEC's copper, coax, or fiber optic cable, or any other Technically Feasible method used to interconnect CLEC's collocated equipment that is in separate locations in the same Qwest Premises, or to another CLEC's equipment in the same Premises. The feasibility study will be provided within ten (10) calendar days from date of receipt of a complete Application

8.4.7.1.1 If Qwest determines that the Application is not complete, Qwest shall notify CLEC of any deficiencies within ten (10) calendar days of the Application. Qwest shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, CLEC must cure any deficiencies in its Application and resubmit the Application within ten (10) calendar days after being advised of the deficiencies.

8.4.7.2 Quotation -- If existing cable racking is available, Qwest will provide CLEC with a quote and the specific cable rack route to CLEC with the feasibility study. If additional cable racking is required to accommodate CLEC's request, Qwest shall provide a feasibility and quote to CLEC no later than ten (10) calendar days of receipt of Collocation Application. CLEC-to-CLEC

Connection quotes will be honored for thirty (30) calendar days from the date the quote is provided. During this period, the space is reserved pending CLEC's Acceptance of the quoted charges.

8.4.7.3 Acceptance -- There are two forms of Acceptance for CLEC-to-CLEC Connections:

8.4.7.3.1 CLEC-to-CLEC connections with existing cable rack. -- CLEC must submit payment of one hundred percent (100%) of the quoted nonrecurring charges with its Acceptance. Upon receipt of a complete Collocation Acceptance, CLEC may begin placement of its copper, coax, or fiber cables along the Qwest designated cable rack route. Recurring charges will begin with CLEC Acceptance.

8.4.7.3.2 CLEC-to-CLEC Connections using new cable rack. -- Upon receipt of a complete Acceptance from CLEC, as described in the Agreement, Qwest will begin construction of the new cable rack.

8.4.7.4 Interval -- Pursuant to Section 8.4.7.3.2, the construction interval for CLEC-to-CLEC Connections requiring the construction of new cable rack by Qwest shall be within sixty (60) calendar days of the receipt of the complete Collocation Acceptance. If CLEC submits its Acceptance more than thirty (30) calendar days after receipt of the Qwest quotation, the Application shall be resubmitted by CLEC.

8.5 Rate Elements

Rate elements for Collocation are included in Exhibit A.

**Exhibit A
Idaho***

		EAS / Local Traffic Reciprocal Compensation Election					
Amendment		State Ordered Rates			Notes		
		Recurring	Recurring, per Mile	Non- recurring	REC	REC, per Mile	NRC
8.0 Collocation							
8.7 CLEC to CLEC							
8.7.1 Design Engineering & Installation							
8.7.1.1 Flat Charge (Design Engineering - No Cables)				\$634.76			B
8.7.1.2 Fiber Flat Charge				\$1,229.81			B
8.7.2 Cable Racking, Per Foot							
8.7.2.1 DS0, per Foot, per Cable		\$0.11848			B		
8.7.2.2 DS1, per Foot, per Cable		\$0.13075			B		
8.7.2.3 DS3, per Foot, per Cable		\$0.10234			B		
8.7.2.4 Fiber, per Foot, per Fiber		\$0.93313			B		
8.7.3 Virtual Connections (if applicable – Connections only: No cables)							
8.7.3.1 DS0 (Per 100 Connections)				\$194.39			B
8.7.3.2 DS1 (Per 28 Connections)				\$91.54			B
8.7.3.3 DS3 (Per 1 Connection)				\$5.90			B
8.7.3.4 Fiber Connections, per Fiber Spliced				\$37.15			B
8.7.4 Cable Hole (if Applicable)				\$386.89			B
8.7.5 CLEC to CLEC Cross Connection				\$201.36			B

NOTES:

Unless otherwise indicated, all rates are pursuant to Idaho Public Utilities Commission Dockets:

B Cost Docket QWE-T-01-11, Order No. 29408 (January 5, 2004) rates effective January 5, 2004.