

Qwest
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Maura E. Peterson
Paralegal
Regulatory Law

APR 20 2006 9:25
IDaho Public Utilities Commission



Via Overnight delivery

April 20, 2006

Jean Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington Street
P.O. Box 83720
Boise, Idaho 83720-0074

Re: Case No. QWE-T-02-2
Application for Approval of Amendment to the Interconnection Agreement
XO Communications Services, Inc.

Dear Ms. Jewell:

Enclosed for filing with this Commission on behalf of Qwest Corporation is an original and three (3) copies of the Application for Approval of Amendment to the Interconnection Agreement. Qwest respectfully requests that this matter be placed on the Commission Decision Meeting Agenda for expedited approval.

Please contact me if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Maura E. Peterson', written over a large, stylized flourish.

Maura E. Peterson

mep
Enclosure
cc: Service list

Adam L. Sherr (WSBA# 25291)
Qwest
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Seattle, WA 98191
Telephone: (206) 398-2504
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FILED
AUG 21 10 9:25
IDAHO PUBLIC UTILITIES COMMISSION

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

**APPLICATION OF QWEST
CORPORATION FOR APPROVAL OF
AN INTERCONNECTION AGREEMENT
PURSUANT TO 47 U.S.C. §252(e)**

CASE NO.: QWE-T-02-2

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

Qwest Corporation (“Qwest”) hereby files 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”). The Amendment with XO Communications Services, Inc. (“XO”) 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.

Qwest respectfully submits this Amendment provides no basis for either of these findings, and, therefore requests 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.

Qwest further requests 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 20th day of April, 2006.

Qwest Corporation



Adam L. Sherr
Attorney for Qwest

CERTIFICATE OF SERVICE

I hereby certify that on this 20th day of April, 2006, 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

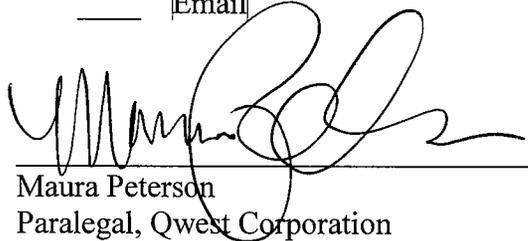
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Maura Peterson
Paralegal, Qwest Corporation

**LNP Managed Cut Amendment
to the Interconnection Agreement between
Qwest Corporation and
XO Communications Services, Inc. (f.k.a. XO Idaho, Inc.)
for the State of Idaho**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and XO Communications Services, Inc. (f.k.a. XO Idaho, Inc.) ("CLEC"). CLEC and Qwest shall be known jointly as the ("Parties").

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") for service in the state of Idaho which was approved by the Idaho Public Utilities Commission ("Commission") on February 28, 2002, as referenced in Order No. 28964; 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 LNP Managed Cut as set forth in Attachment 1 and Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

Rates in Exhibit A shall 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 Communications Services, Inc.

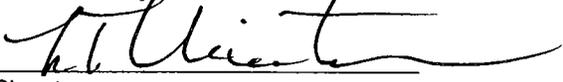

Signature

Heather B. Gold
Name Printed/Typed **SVP Government Relations
XO Communications, Inc.**

Title

Date 3/26/06

Qwest Corporation


Signature

L. T. Christensen
Name Printed/Typed

Director – Interconnection Agreements
Title

Date 4/3/06

ATTACHMENT 1 LNP MANAGED CUT

10.2.5.4 LNP Managed Cut With CLEC-Provided Loop: A managed cut permits CLEC to select a project managed cut for LNP. Managed cuts are offered on a 24 X 7 basis.

10.2.5.4.1 The date and time for the managed cut requires up-front planning and may need to be coordinated between Qwest and CLEC. All requests will be processed on a first come, first served basis and are subject to Qwest's ability to meet a reasonable demand. Considerations such as system downtime, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same FDT in the same End Office Switch (Switch contention) must be reviewed. In the event that any of these situations would occur, Qwest will coordinate with CLEC for an agreed upon FDT, prior to issuing the Firm Order Confirmation (FOC). In special cases where a FDT must be agreed upon, the interval to reach agreement will not exceed two (2) days. In addition, standard intervals will apply.

10.2.5.4.2 CLEC shall request a managed cut by submitting a Local Service Request (LSR) and designating this order as a managed cut in the remarks section of the LSR form.

10.2.5.4.3 CLEC will incur additional charges for the 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., End User Customer local time, Monday through Friday. The rate for managed cuts during normal business hours is the standard rate. The rate for managed cuts out of hours, except for Sundays and Holidays, is the overtime rate. Sundays and Holidays are at premium rate.

10.2.5.4.4 Charges for managed cuts shall be based upon actual hours worked in one-half (½) hour increments. Exhibit A of this Amendment contains the rates for managed cuts. CLEC understands and agrees that in the event CLEC does not make payment for managed cuts, unless disputed as permitted under the Payment Section of the Agreement, Qwest shall not accept any new LSR requests for managed cuts.

10.2.5.4.5 Qwest will schedule the appropriate number of employees prior to the cut, normally not to exceed three (3) employees, 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 cut, and, as a result, non-scheduled employees are required, CLEC shall be charged a three (3) hour minimum callout charge 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, CLEC will be charged a one person three (3) hour minimum charge. If the cut is cancelled due to a Qwest error or a new Due Date is requested by Qwest within twenty-four (24) hours of the negotiated FDT, Qwest may be charged by CLEC one person three (3) hour minimum charge as set forth in Exhibit A.

10.2.5.4.6 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 or the End User Customer. If the problem cannot be corrected within an acceptable timeframe to CLEC or the End User Customer, CLEC may request the restoral of Qwest service for the ported End User Customer. Such restoration shall begin immediately upon request. If CLEC is in error then a supplemental order shall be provided to Qwest. If Qwest is in error, no supplemental order or additional order will be required of CLEC.

10.2.5.4.7 Qwest shall ensure that any LNP order activity requested in conjunction with a managed cut shall be implemented in a manner that avoids interrupting service to the End User Customer, including, without limitation, ensuring that the End User Customer's Qwest Loop will not be disconnected prior to confirmation that CLEC's Loop has been successfully installed.

