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IDAHO PUBLIC
UTILITIES COMMISSION

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MARY S. HOBSON
Direct (208) 387-4277
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April 21, 2004

VIA HAND DELIVERY

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

**Re: Case No. QWE-T-03-3
APPLICATION FOR APPROVAL OF AMENDMENTS TO THE
INTERCONNECTION AGREEMENT**

Dear Ms. Jewell:

Enclosed for filing with this Commission on behalf of Qwest Corporation and Contact Communications, Inc. is an original of the **Application for Approval of Amendments to the Interconnection Agreement** which provide for Collocation Available Inventory and Special Promotion Amendment for Available Inventory Collocation Sites, respectively. The parties respectfully request 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.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Mary S. Hobson", with a long horizontal flourish extending to the right.

Mary S. Hobson

:blg
Enclosure
cc: Service List

A handwritten number "2" inside a hand-drawn circle. An arrow points from the circle towards the word "Application" in the paragraph above.

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UTILITIES COMMISSION

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Stoel Rives LLP
101 South Capitol Boulevard – Suite 1900
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mshobson@stoel.com

Steve Mossbrook
Contact Communications, Inc.
937 West Main Street
Riverton, WY 82501
Telephone: (307) 856-6400

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

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

CASE NO.: QWE-T-03-3

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

Qwest Corporation (“Qwest”) and Contact Communications, Inc. (“Contact”) hereby jointly file this Application for Approval of Amendments to the Interconnection Agreement, which was approved by the Idaho Public Utilities Commission on January 29, 2003 (the “Agreement”). These amendments provide for Collocation Available Inventory and Special Promotion Amendment for Available Inventory Collocation Sites, respectively (the “Amendments”). A copy of the Amendments are submitted herewith.

These Amendments were reached through voluntary negotiations without resort to mediation or arbitration and are 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.

Contact and Qwest respectfully submit these Amendments provide no basis for either of these findings, and, therefore jointly request that the Commission approve these Amendments expeditiously. These Amendments are 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 these Amendments will enable Contact to interconnect with Qwest facilities and to provide customers with increased choices among local telecommunications services.

Contact and Qwest further request that the Commission approve these Amendments without a hearing. Because these Amendments were reached through voluntary negotiations, they do not raise issues requiring a hearing and do not concern other parties not a party to the negotiations. Expeditious approval would further the public interest.

Respectfully submitted this 21st day of April, 2004.

Qwest Corporation



Mary S. Hobson
Stoel Rives LLP, Attorneys for Qwest

and

Steve Mossbrook
Contact Communications, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on this 21st day of April, 2004, I served the foregoing **APPLICATION FOR APPROVAL OF AMENDMENTS 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

Hand Delivery
 U. S. Mail
 Overnight Delivery
 Facsimile
 Email

Steve Mossbrook
Contact Communications, Inc.
937 West Main Street
Riverton, WY 82501
Telephone: (307) 856-6400

Hand Delivery
 U. S. Mail
 Overnight Delivery
 Facsimile
 Email



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

**Collocation Available Inventory Amendment
to the
Interconnection Agreement
between
Qwest Corporation
and
Contact Communications, Inc.
for the State of Idaho**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Contact Communications, Inc. ("CLEC"), a Wyoming 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 on January 28, 2003, as referenced in Case No. QWE-T-02-23 ("Agreement"); and

WHEREAS, the Parties wish to amend the Agreement 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 Collocation Available Inventory, as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein.

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. Rates in Exhibit A that are "Under Development" shall be updated upon establishment of a rate.

Effective Date

This Amendment shall be deemed effective upon Commission approval; 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.

Amendments; Waivers

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.

Contact Communications, Inc.



Signature

Steven G. Mossbrook

Name Printed/Typed

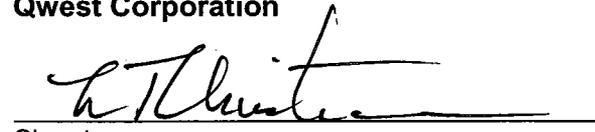
President

Title

4-13-2004

Date

Qwest Corporation



Signature

L. T. Christensen

Name Printed/Typed

Director – Interconnection Agreements

Title

4/19/04

Date

ATTACHMENT 1

Collocation Available Inventory

1.0 Description

1.1 Collocation Available Inventory provides CLEC with information about the availability of (a) returned Collocation sites and elements under Qwest's control ("Qwest Postings") and (b) CLEC controlled sites that may be posted by such controlling CLEC as available for a Transfer of Responsibility ("CLEC Postings"). Collocation Available Inventory is posted on Qwest's Wholesale web site. Qwest and CLEC each have the ability to post sites under their control to the website.

1.2 Available sites will be posted on the "Collocation Classified" web site at the following address: <http://www.qwest.com/wholesale/pcat/colloclassifieds.html>. CLEC interested in viewing Qwest Available Inventory on this web site should select the Collocation Classifieds -Qwest Postings menu. CLEC interested in viewing available CLEC controlled sites eligible for a Transfer of Responsibility should select CLEC Postings menu.

1.3 The offering of a Collocation site from the Qwest Available Inventory list shall be limited to the offering of a specified site in Qwest's control to CLEC that either: (a) has a commission-approved Interconnection Agreement covering the specific type of Collocation to be obtained or (b) is negotiating with Qwest to have an interim Collocation Interconnection Agreement signed. If the ICA has been filed and is pending PUC approval, CLEC will be required to execute an early ordering letter to order a Collocation site from the Qwest Available Inventory. CLEC may obtain sites from the Qwest Available Inventory list after amending its existing contract to include terms and conditions for purchasing Available Inventory as provided herein. If terms and conditions for obtaining sites from available Qwest inventory are included in the CLEC Interconnection Agreement, and those terms differ from those set forth in this document, the terms of the Interconnection Agreement may prevail.

2.0 Terms and Conditions

2.1 CLEC obtaining a Collocation site from the Qwest Available Inventory must not have any overdue financial obligations owed to Qwest pertaining to Collocation. Formally disputed charges shall not be treated as overdue financial obligations.

2.2 The assuming CLEC for all Qwest posted sites will be required to pay a minimum of six (6) months of Space Construction and Floor Space Lease recurring charges should the CLEC terminate its lease prior to six months of occupancy.

2.3 Qwest Postings

2.3.1 Standard Sites

2.3.1.1 Collocation Standard Sites available in the Qwest Postings may be partially or fully completed before being returned to Qwest inventory. Both caged and cageless sites will be offered in the Qwest Postings section. Sites will be offered under the terms and conditions set forth in the Interconnection

Agreement of CLEC acquiring such sites. In its Collocation application for such a site, CLEC may request to add to or complete the Collocation site to CLEC specifications. In its Collocation application for a site, CLEC may also request to reduce cable terminations. CLEC will be charged for the removal of such cable terminations. The removed cable terminations shall not be considered Reimbursable elements to the vacating CLEC. These Standard Sites will be posted in the Qwest Available Inventory posting under "Unverified Sites".

2.3.1.2 All services that were previously connected to the Collocation (e.g., Unbundled Network Elements, CLEC to CLEC connections, administrative lines, Finished Services, Line Splitting and Line Sharing,) will be disconnected before the site is listed on the "Qwest Postings" section of the Collocation Classifieds. Standard Sites do not include power. Grounding for caged sites and Entrance Facilities are also disconnected prior to a site being posted. Qwest shall inventory all Reusable and Reimbursable Elements and list them in the Qwest Postings. Shared infrastructure including HVAC and racking will not be listed in the Qwest Postings. Qwest reserves the right to remove Qwest Postings from the Available Inventory web site to satisfy CLEC applications for Collocation, for Qwest space requirements, or for CLEC Collocation augments to existing sites. Qwest shall not use the Qwest Postings as a basis to claim exhaust in any Qwest Premises.

2.3.2 Special Sites

2.3.2.1 Qwest may elect to offer Collocation sites returned through Chapter 7 bankruptcy or abandonment consistent with Applicable Law, including but not limited to Title 11 of the United States Code. These "Special Sites" will not be decommissioned and may be offered with Electronic equipment, racks, cages, DC power, grounding and terminations. These Special Sites will be posted in the Qwest Available Inventory posting under "Unverified sites with equipment".

2.3.2.2 For Special Sites it is expressly understood and agreed that Qwest is selling equipment that is classified as "used" or "surplus" equipment on an "as is, where is" basis. CLEC understands and agrees that all equipment is, conveyed (a) in an "as is, where is" condition with all faults, latent and patent and (b) all equipment is conveyed without any Qwest warranties or representations of any kind, express or implied, including but not limited to the warranties of merchantability or fitness for a particular purpose or non-infringement or implies by a particular course of dealing.

2.3.2.3 All software and software license agreements for any equipment conveyed as part of a Special Site shall be the sole responsibility of the assuming CLEC.

2.3.2.4 CLEC hereby warrants and certifies that its handling, scrap, destruction or other disposition of any equipment conveyed as part of a Special Site shall conform and comply with:

(a) All applicable federal, state, county and municipal laws, statutes, regulations, and codes regulating hazardous wastes, materials or substances, including, but not limited to the Toxic Substances Control Act (TSCA) (15 U.S.C. 2601 et seq.); the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6901 et seq.); Hazardous Materials Transportation Act (HMTA) (49 U.S.C. 1801 et seq.); Occupational Safety and Health Act (OSHA) (29 U.S.C. 651 et seq.); Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)(42 U.S.C. 9601 et seq.); and any successor acts thereto or the regulations promulgated thereunder and any applicable International laws and regulations;

(b) Environmental rules and regulations governing environmental impacts associated with the production and or recovery of precious metals, scrap metals and material processing and or residual material disposition whether hazardous or non-hazardous as defined by governing laws and or applicable laws and are the sole responsibility of the CLEC; and

(c) All hazardous waste, hazardous material, hazardous substances or solid waste manifests relating to the shipping, receiving, disposal or final disposition of the equipment shall not reference, list or otherwise indicate on the manifest that Qwest is the generator, arranger, transporter, owner or otherwise the party that owns, controls, manages, handles, stores, generates or otherwise uses the equipment. On any required hazardous waste, hazardous material, hazardous substances or solid waste manifest relating to the shipping, receiving, disposal or final disposition of the equipment, the CLEC shall be listed as the generator, arranger and owner of the materials.

(d) The CLEC shall comply with the applicable Qwest Technical Publications as defined in the CLEC Interconnection Agreement when removing any equipment from a Special Site.

2.4 CLEC Postings

2.4.1 Available sites listed in the "CLEC Postings" section of the Collocation Classifieds are eligible for transfer to an assuming CLEC with or without working circuits as described in the Transfer of Responsibility section of this web site. CLEC Interconnection Agreement must contain provisions for Transfer of Responsibility. CLEC must enter information regarding working sites itself into the Collocation Classifieds. When requesting a site from CLEC Postings, the assuming CLEC should submit a Transfer of Responsibility application to Qwest after it has concluded its negotiation with the vacating CLEC.

2.5 CLEC Postings for Transfer of Responsibility

2.5.1 CLEC Posting: Sites listed in the "CLEC Postings" section are eligible for Transfer Of Responsibility to an assuming CLEC. Sites may be offered with or without

working circuits. The terms and conditions for the Transfer of Responsibility shall be in accordance with the Transfer of Responsibility Product offering.

3.0 Rate Elements

3.1 Pricing for sites listed within the Qwest Available Inventory list will be provided on a site-specific basis.

3.1.1 Charges for sites listed within the Qwest Postings will be provided on a site-specific basis, however, pricing under the Interconnection Agreement of the assuming CLEC shall be applied to the Available Inventory quote for the assuming CLEC. Assuming CLEC will receive a fifty percent (50%) discount on amounts for Reusable Elements, if any. Vacating CLEC may receive a refund from the assumption of its available sites, based on amounts for Reimbursable Elements and the Qwest inventoried Reusable Elements.

3.1.1.1 The following items are charged to a CLEC acquiring a site from the Qwest Postings. Charges will be provided to a CLEC via a quote that requires CLEC acceptance before Qwest begins work.

3.2 Standard Site Rate Elements

3.2.1 Quote Preparation Fee (QPF): The QPF is identified in Exhibit A. The QPF is defined as a non-refundable charge for the work required to verify space and develop a price quote for the total costs to CLEC for its Collocation request.

3.2.2 Reusable Elements: Qwest inventoried components used to provision a Collocation site. In general, these refer to the Qwest infrastructure needed to provision a Collocation site (e.g., cage, bays, HVAC, cable racking).

3.2.3 Nonrecurring Collocation rate elements for Collocation elements that are reused, will be available at a 50% discount to an assuming CLEC based on the rates in its current Interconnection Agreement. This payment will be passed through to the vacating CLEC less Carrying Charges retained by Qwest.

3.2.4 Reimbursable elements: CLEC termination cabling from the vacated Collocation site to the original demarcation of an associated ICDF (DS0, DS1, DS3, and Fiber terminations). When such cabling exists and will fulfill the assuming CLEC's request, a 50% discount will be available to the assuming CLEC based on the rates in its current Interconnection Agreement.

3.2.5 Recurring charges for all products and services will be charged at rates listed in the assuming CLEC Interconnection Agreement without a discount.

3.3 Special Site Rate Elements

Special Site Rates: The following items are charged to an assuming CLEC for a Special Site from the Qwest Postings. Charges will be provided to CLEC via a quote that requires CLEC acceptance before Qwest begins work.

3.3.1 Special Site Assessment Fee:

3.3.1.1 The Special Site Assessment Fee is a non-refundable, nonrecurring fee per Exhibit A. In most cases, this rate element is different than the Standard Site QPF because Qwest has already installed some of the reusable equipment and/or reusable infrastructure. Qwest has not spent additional time and resources to decommission this Special Site.

3.3.1.2 If the assuming CLEC requires an augment to the existing site simultaneous with this application, the Special Site Assessment Fee will not be charged and instead the Commission approved QPF rate defined in CLEC Interconnection Agreement or state SGAT Exhibit A will be used. The purpose of reverting to the standard QPF is due to the additional engineering and installation work required to augment an existing Available Inventory Special Site.

3.3.2 Network Systems Administration Fee:

3.3.2.1 The Network Systems Administration nonrecurring fee is for the system and record updates required for transferring a site to the assuming CLEC. The rate is identified in Exhibit A.

3.3.3 Site Survey Fee:

3.3.3.1 The Site Survey Fee is a non-refundable, nonrecurring charge for a site visit conducted prior to the acceptance of an application quote when requested by CLEC. This rate element is identified Exhibit A. This charge will be included in the quote when an application is submitted or it will be charged separately if CLEC does not subsequently submit an application.

3.3.4 Additional Nonrecurring Collocation Rate Elements:

3.3.4.1 The additional nonrecurring Collocation rate elements: include such elements as: DC Power, space construction, grounding and terminations. Special Sites will be offered at a flat 50% discount to an assuming CLEC based on the rates in its current Interconnection Agreement. Augments or changes to the sites will not be discounted and will be charged at the rates as defined in Exhibit A.

3.3.4.2 Any CLEC equipment left in the site will be transferred to CLEC at a \$0.00 charge.

3.3.5 Monthly Recurring Charges:

3.3.5.1 Recurring charges for all products and services will be billed at rates listed in the assuming CLEC Exhibit A without a discount.

4.0 Definitions

4.1 Carrying Charge: A charge applicable to the vacating CLEC only when Qwest owes funds to such CLEC for Reusable Elements. The amount of the Carrying Charge for a Collocation site shall never be more than the amount owed by Qwest to the vacating CLEC for Reusable Elements for the site. The Carrying Charge is calculated at 1/36th of the nonrecurring rate for each Reusable element purchased by an assuming CLEC from the time the vacating CLEC completes the decommissioning of the site to the time the assuming CLEC accepts the quotation provided by Qwest for the site.

5.0 Ordering

5.1 Qwest Available Inventory Postings

5.1.1 CLEC must submit a "Qwest Collocation Application (New/Change/Augment) available on the Qwest web site at: <http://www.qwest.com/wholesale/pcat/collocation.html>. Qwest will provide CLEC with a feasibility study within ten (10) calendar Days after receipt of the application. This feasibility study addresses space and power only. During a Qwest walkthrough subsequent to the feasibility study but prior to providing the quote, Qwest will validate all Reusable Elements. The Collocation Project Management Center (CPMC) will send an inventory verification letter after the walkthrough to validate the actual facilities versus the Qwest Posting. CLEC then has the option of canceling the application or submitting a Change Order to the pending Available Inventory application that reflects the actual elements as determined by Qwest. CLEC will have 48 hours to submit the Change Order without affecting the Ready For Service (RFS) date.

5.1.2 Any cancellation of an Available Inventory application due to differences between the Qwest Posting and the actual inventory found during the walkthrough will result in the QPF not being charged.

5.1.3 Qwest will provide CLEC with a quote within twenty-five (25) calendar Days after providing the feasibility study. Price quotes will be honored for thirty (30) Days from the date the quote is provided and the associated space is reserved during such period, pending CLEC acceptance of the quoted charges

5.1.4 The submit date, for the Collocation Available Inventory request, will commence on the date that the Qwest Wholesale Collocation Service Manager (WCSM) notifies the Qwest Collocation Project Management Center (CPMC) that all prerequisites for this request have been met.

5.1.5 The Qwest Available Inventory request shall be submitted via the New/Change/Augment Application Form and submitted to both the CPMC at rfsmet@qwest.com and your WCSM at colo@qwest.com. Qwest will notify you whether or not all prerequisites have been met and will validate the application within the standard Collocation interval.

5.1.6 For purposes of first-come, first-served determination of availability, priority will

be defined by the date and time the complete application is received by rfsmet@qwest.com.

5.1.7 CLEC may submit an alternative option when requesting an available site by populating the "Second Choice" and/or "Third Choice" tabs included on the Collocation Application. Populating the "Second Choice" and/or "Third Choice" would prevent the possible cancellation of the submitted application in the event that the first choice is no longer available.

5.1.8 Intervals

5.1.8.1 Standard Sites: Upon receipt of the initial 50% payment of the quoted nonrecurring charges, Qwest will begin the establishment of the site records and complete the job build-out within the interval described in the assuming CLEC Interconnection Agreement.

5.1.8.2 Special Sites: Upon receipt of the full payment for the quoted nonrecurring charges, Qwest will begin the establishment of the site records and complete the job build-out. The interval shall be forty-five (45) calendar days for completion of the site from receipt of payment.

5.1.8.3 Forecasting requirements shall not pertain to the above intervals.

**EXHIBIT A
IDAHO RATES**

	Recurring	Non-Recurring	Notes
STANDARD SITES			
Charge for removal of Terminations			
DSO (per 100)		ICB	
DS1 (per termination)		ICB	
DS3 (per termination)		ICB	
OCN (per 12 fibers)		ICB	
Quote Preparation Fee: (Caged)		\$3,185.58	1, 2, 3
Quote Preparation Fee: (Cageless)		\$3,146.41	1, 2, 3
SPECIAL SITES			
Special Site Assessment Fee		\$1,058.00	
Network Systems Assessment Fee		\$1,663.00	
Site Survey		\$150.00	
Reusable Elements		ICB	

Notes:

[1] Order No. 29408, Idaho Public Utilities Commission, Case No. QWE-T-01-11 (Jan. 5, 2004).

[2] The preliminary engineering and planning costs are included in the caged and cageless space construction charges. These engineering and planning charges are also included in the caged and cageless quote preparation fees. Upon completion of the collocation construction, the quote preparation fee (QPF) will be credited to the final space construction charge for the collocation job. The credit will apply to whichever QPF is applied. This exhibit currently lists multiple QPFs based on what has been proposed on the cost docket and what was approved in the AT&T interconnection agreement. CLEC may choose either QPF at this time.

[3] Rates from Idaho SGAT, Exhibit A - January 16, 2004.

**Special Promotion Amendment for Available Inventory Collocation Sites
between Qwest Corporation and
Contact Communications, Inc.
for the State of Idaho**

This Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Contact Communications, Inc. ("CLEC"), a Wyoming corporation, provides for limited time, promotional rates for Available Inventory Collocations on Available Inventory Sites, which are identified at <http://www.qwest.com/cgi-bin/wholesale/collocation.cgi>. The Parties acknowledge that they have previously entered into an Interconnection Agreement in the applicable state.

Limited Time Offer. The promotional rates provided for herein apply only to Available Inventory applications received between April 1, 2004 and June 30, 2004. The collocation applications must be submitted through the normal channel via rfsmet@qwest.com.

Requirement for Collocation Available Inventory Amendment. To receive the promotional rates, CLEC must execute and submit this Agreement to Qwest, and CLEC must either: (1) have previously executed and submitted to Qwest the Collocation Available Inventory Amendment; or (2) execute and submit the Collocation Available Inventory Amendment concurrent with the submission of this executed Agreement.

Promotional Rates. The Special Promotional Rates under this Agreement are as follows:

"Standard Sites" and "Special Sites" Non Recurring Charge ("NRC") discounts for Available Inventory sites will be increased from 50% to 75% for applications received during the timeframe identified above.

Expiration. The Promotional Rates for Available Inventory requests will sunset or expire on June 30, 2004. Should Qwest choose to offer a similar promotion in the future, Qwest reserves the right to modify or change the rates, terms, and conditions.

Existing Interconnection Agreement. Apart from the rates, terms, and conditions of this Agreement (all of which expire on June 30, 2004), all other rates, terms, and conditions for collocation are contained in the Parties' Interconnection Agreement as amended (including, without limitation, the Collocation Available Inventory Amendment).

State Commission Approval and Implementation. This Agreement is subject to the approval of an applicable state commission. The Parties agree, however, to implement the provisions of this Agreement upon execution.

Entire Agreement. This Agreement (including the Interconnection Agreement as amended, which was incorporated by reference) constitutes the full and entire understanding and agreement between the parties with regard to the subjects of this Agreement.

Contact Communications, Inc.



Signature

Steven G. Mossbrook

Name Printed/Typed

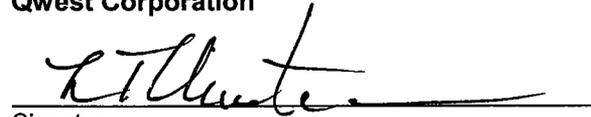
President

Title

4-13-2004

Date

Qwest Corporation



Signature

L. T. Christensen

Name Printed/Typed

Director - Interconnection Agreements

Title

4/12/04

Date