

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

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IDAHO PUBLIC
UTILITIES COMMISSION

Brad VanLear
OrbitCom, Inc.
1701 North Louise Avenue
Sioux Falls, SD 57197
Telephone: (605) 977-6900
Facsimile: (605) 373-9355

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

**JOINT APPLICATION OF QWEST
CORPORATION AND ORBITCOM, INC.
FOR APPROVAL OF THE ADOPTION OF
THE SGAT AGREEMENT FOR THE
STATE OF IDAHO PURSUANT TO 47
U.S.C. §252(E)**

CASE NO.: QWE-T-04-13
**APPLICATION FOR APPROVAL OF
AGREEMENT TO ADOPT SGAT**

Qwest Corporation (“Qwest”) and OrbitCom, Inc. (“Orbit”) hereby jointly file this Application for Approval of Agreement to Adopt SGAT (“Agreement”). A copy of this Agreement is submitted herewith.

This Agreement 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 agreement reached through voluntary negotiations only if the Commission finds that: the agreement (or portion(s) thereof) discriminates against a telecommunications carrier not a party to this agreement; or the implementation of such an agreement (or portion) is not consistent with the public interest, convenience and necessity.

Orbit and Qwest respectfully submit that this Agreement provides no basis for either of these findings, and, therefore jointly request that the Commission approve this Agreement expeditiously. This Agreement 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 Agreement will enable Orbit to interconnect with Qwest facilities and to provide customers with increased choices among local telecommunications services.

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

Respectfully submitted this 11th day of June, 2004.

Qwest Corporation



Mary S. Hobson
Stoel Rives LLP, Attorneys for Qwest

and

Brad VanLeur
OrbitCom, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on this 11th day of June, 2004, I served the foregoing **APPLICATION FOR APPROVAL OF AGREEMENT TO ADOPT SGAT** 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

Hand Delivery
 U. S. Mail
 Overnight Delivery
 Facsimile
 Email

Brad VanLeur
OrbitCom, Inc.
1701 North Louise Avenue
Sioux Falls, SD 57197
Telephone: (605) 977-6900
Facsimile: (605) 373-9355

Hand Delivery
 U. S. Mail
 Overnight Delivery
 Facsimile
 Email



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



June 7, 2004

OrbitCom, Inc.
Brad VanLeur
1701 N. Louise Ave.
Sioux Falls, SD 5710337
Phone 605-977-6900

Subject: Agreement to Adopt Qwest Corporation's Statement of Generally Available Terms ("SGAT") and Associated Exhibits for the State of Idaho

Dear Mr. VanLeur:

We have received your request that, in accordance with Section 252(i) of the Federal Telecommunications Act of 1996, OrbitCom, Inc. ("CLEC") wishes to enter into Qwest Corporation's Statement of Generally Available Terms (SGAT) and Exhibits A through M for the State Idaho.

By signing this letter (hereinafter referred to as the "Agreement"), CLEC and Qwest Corporation ("Qwest") incorporate herein and hereby adopt and agree to be bound by all terms and provisions of the SGAT and Exhibits that are on file with the Idaho Public Utilities Commission and in effect as the date of this letter, including the effective term of the SGAT. These include the following documents, with their corresponding effective dates:

SGAT	Statement of Generally Available Terms	dated	07/25/02
Exhibit A	Idaho Rates	dated	04/26/04
Exhibit B	Service Performance Indicators	dated	05/05/04
Exhibit B1	Manual Service Order Accuracy	dated	03/12/03
Exhibit C	Service Interval Tables	dated	05/24/02
Exhibit D	Qwest Right of Way, Pole Attachment and/or Innerduct Occupancy General Information Document	dated	05/24/02
Exhibit E	Vertical Switch Features for UNE Switching	dated	05/24/02
Exhibit F	Special Request Process	dated	05/24/02
Exhibit G	Change Management Process (CMP)	dated	05/24/02
Exhibit H	Reserved for Future Use	dated	05/24/02
Exhibit I	Individual Case Basis (ICB)	dated	05/24/02
Exhibit J	Election of Reciprocal Compensation Option	dated	05/24/02
Exhibit K	Performance Assurance Plan	dated	10/30/03
Exhibit L	Advice Adoption Letter	dated	05/24/02
Exhibit M	Interim Advice Adoption Letter	dated	05/24/02

With respect to this Agreement, CLEC and Qwest (hereinafter referred jointly to as "the Parties") further understand and agree:

1. Qwest requests that notice to Qwest Corporation as may be required under the Agreement or SGAT shall be provided as follows:

To:

Qwest Corporation
Director Interconnection Agreements
1801 California Street, Room 2420
Denver, CO 80202
303-965-3029
Email – intagree@qwest.com

With copy to:

Qwest Corporation Law Department
Attention: Counsel, Interconnection
1801 California Street, 49th Floor
Denver, CO 80202

CLEC requests that notice to CLEC as may be required under the Agreement or SGAT shall be provided as follows:

OrbitCom, Inc.
Brad VanLeur
1701 N. Louise Ave.
Sioux Falls, SD 57197
Phone 605-977-6900
Fax 605-373-9355

2. CLEC represents and warrants that it is a certified local exchange carrier in the State of Idaho and that this Agreement will cover services in that state only.

3. CLEC shall sign all three original of this Agreement, and return them to:

Qwest Corporation
Manager of Interconnection Agreements
1801 California St, Suite 2420
Denver, CO 80202
Phone: 303-965-3029

4. If the Idaho Public Utilities Commission approves or allows to become effective the withdrawal or revision of the above-identified SGAT or any of the associated Exhibits before this Agreement is executed by both parties, then the terms of this Agreement shall be rendered null and void. CLEC and Qwest may thereafter discuss execution of a new Agreement that adopts the SGAT and associated Exhibits as most recently approved or allowed to become effective by the Idaho Public Utilities Commission.

5. Qwest will file this Agreement with the Idaho Public Utilities Commission for approval pursuant to Section 252 of the Federal Telecommunications Act of 1996. Qwest notes that some state commissions may not approve the Agreement until the CLEC is certified by the state commission.

6. Exhibit J, Election of Reciprocal Compensation Option, establishes the Reciprocal Compensation rate for 251(b)(5) voice traffic billed by the Parties. CLEC chooses voice services compensation at: **(MUST Initial ONE choice)**

1. _____ FCC Ordered Rate OR 2. P State Ordered Rate

The Parties agree to all terms and conditions contained in this Agreement as indicated by signatures below:

OrbitCom, Inc.

Brad VanLear
Signature

Brad VanLear
Name Printed/Typed

President
Title

6/8/04
Date

Qwest Corporation

L. T. Christensen
Signature

L. T. Christensen
Name Printed/Typed

Director-Interconnection Agreements
Title

6/9/04
Date