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IDAHO PUBLIC
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MARY S. HOBSON
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October 27, 2004

VIA HAND DELIVERY

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

Re: Qwest/Z-Tel Communications Inc. QPP™ Agreement

Dear Ms. Jewell:

QWE-T-04-29

Qwest Corporation ("Qwest") and Z-Tel Communications Inc. ("Customer") recently executed a commercial agreement "Master Services Agreement" together with an attachment marked Exhibit 1 the "Qwest Platform Plus™ Service." Together, these documents shall hereinafter be termed the "QPP™ Agreement."

I am submitting with this letter a courtesy copy of the QPP™ Agreement for informational purposes only. The reason that I am submitting the QPP™ agreement for informational purposes only is because Qwest believes that Section 252(e) of the Federal Telecommunications Act, 47 U.S.C. § 252(e), does not require filing of the QPP™ Agreement for approval with state commissions. As you are likely aware, the D.C. Circuit Court of Appeals' decision in what has been termed *USTA II* became effective on June 16, 2004.¹ In *USTA II*, the D.C. Circuit vacated various rules promulgated by the FCC, including but not limited to the requirement that incumbent local exchange carriers ("ILECs") unbundle certain network elements pursuant to Section 251(c)(3), including but not limited to switching and shared transport. As stated by the FCC, the Section 252(e) filing obligation applies to "an agreement that creates an *ongoing* obligation pertaining to resale, number portability, dialing parity, access to rights-of-way, reciprocal compensation, interconnection, unbundled network elements, or collocation."² Combining the impact of the D.C. Circuit's opinion with the FCC's Declaratory Ruling

¹ *United States Telecom Ass'n. v FCC*, Case No. 00-1012, (Decided March 2, 2004).

² *In the Matter of Qwest Communications International Inc. Petition for Declaratory Ruling on the Scope of the Duty to File and Obtain Prior Approval of Negotiated Contractual Arrangements under Section 252(a)(1)*, para. 8 (emphasis that of the FCC).



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regarding Section 252(e), there are no Section 251(c)(3) obligations upon the incumbent to provide switching and shared transport as an unbundled network element, and thus there are no Section 252(e) filing obligations associated with the QPP™ Agreement.

The QPP™ Agreement is posted to the Qwest Wholesale website in its entirety and is available to all carriers that assume all of the terms and obligations assumed by Customer. Further, Qwest has filed the Agreement with the FCC under 47 U.S.C. § 211(a).

Please contact me with any questions you may have.

Very truly yours,

Mary S. Hobson

MSH:blg
Enclosure

QWEST MASTER SERVICES AGREEMENT

This Master Services Agreement, which includes this signature page, the subsequent general terms and conditions, the Rate Sheet for each applicable state, Exhibit 1 (Qwest Platform Plus Service), and Attachment A to Exhibit 1 (Performance Metrics) attached hereto or incorporated herein by reference (collectively the "Agreement") is entered into between Qwest Corporation ("Qwest") and Z-Tel Communications Inc. ("CLEC") (each identified for purposes of this Agreement in the signature blocks below, and referred to separately as a "Party" or collectively as the "Parties"), on behalf of itself and its Affiliates. This Agreement may be executed in counterparts. This Agreement shall become effective on the Effective Date. The undersigned Parties have read and agree to the terms and conditions set forth in the Agreement.

QWEST CORPORATION:

By: [Signature]
 [Name]: Serwan Chaudhry
 [Title]: VP - Wholesale
 Date: 10-19-04

Z-TEL COMMUNICATIONS INC.:

By: [Signature]
 [Name]: Ron Walters
 [Title]: VP - Industry Policy
 Date: 10-14-04

NOTICE INFORMATION: All written notices required under the Agreement shall be sent to the following:

To Qwest Corp.:
 1801 California Street, Suite 2420
 Denver, CO 80202
 Phone #: 303-965-3029
 Facsimile #: 303-896-7077
 E-mail: Intagree@qwest.com
 Attention: Manager-Interconnection

To Z-Tel Communications Inc.:
 601 S. Harbour Island Blvd., Suite 220
 Tampa, FL 33602
 Phone #: 813-233-4638
 Facsimile #:
 E-mail: rwalters@z-tel.com
 Attention: Ron Walters, Vice President - Industry Policy

With copy to: Qwest
 c/o 1801 California Street, Suite 4900
 Denver, Colorado 80202
 Facsimile #: 1-303-295-6973
 Attention: Corporate Counsel, Wholesale
 Reference: MSA for Qwest Platform Plus Service

APPLICABLE SERVICES:

Qwest agrees to offer and CLEC intends to purchase the Services indicated below by CLEC's signatory initialing on the applicable blanks:

Exhibit 1 - Qwest Platform Plus Service

APPLICABLE STATES:

Qwest agrees to offer and CLEC intends to purchase Qwest Platform Plus ("QPP") service in the states indicated below by CLEC's signatory initialing on the applicable blanks:

- Arizona
- Colorado
- Idaho
- Iowa
- Minnesota
- Montana
- Nebraska
- New Mexico
- North Dakota
- Oregon
- South Dakota
- Utah
- Washington
- Wyoming

The Parties may amend the Qwest Master Services Agreement in writing from time to time to include additional products and services.

September 23, 2004/pjd/Z-Tel/14 states

Qwest MSA

AZ CDS-040923-0001
 CO CDS-040923-0002
 IA CDS-040923-0003
 ID CDS-040923-0004
 WA CDS-040923-0013

MN CDS-040923-0005
 MT CDS-040923-0006
 ND CDS-040923-0007
 NE CDS-040923-0008
 WY CDS-040923-0014

NM CDS-040923-0009
 OR CDS-040923-0010
 SD CDS-040923-0011
 UT CDS-040923-0012

**SEE CASE FILE FOR
COMPLETE TERMS &
CONDITIONS OF THE
QWEST MASTER
SERVICES AGREEMENT**