

**Qwest**  
1600 7th Avenue, Room 3206  
Seattle, Washington 98191  
(206) 398-2504  
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**Maura E. Peterson**  
Paralegal  
Regulatory Law

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2006 NOV -9 AM 9: 25  
IDAHO PUBLIC  
UTILITIES COMMISSION



*Via Overnight delivery*

November 8, 2006

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

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Re: Case No. QWE-T-05-19  
Application for Approval of Amendment to the Interconnection Agreement  
Dieca Communications, Inc. dba Covad Communications Company

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 printed name.

Maura E. Peterson

mep  
Enclosure  
cc: Service list

Adam L. Sherr (WSBA# 25291)  
Qwest  
1600 7th Ave, Room 3206  
Seattle, WA 98191  
Telephone: (206) 398-2504  
Facsimile: (206) 343-4040  
Adam.sherr@qwest.com

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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-05-19**

**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 October 12, 2005 (the “Agreement”). The Amendment with Dieca Communications Inc. dba Covad Communications Company (“Covad”) 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 Covad 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 8<sup>th</sup> day of November, 2006.

**Qwest Corporation**



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Adam L. Sherr  
Attorney for Qwest

**CERTIFICATE OF SERVICE**

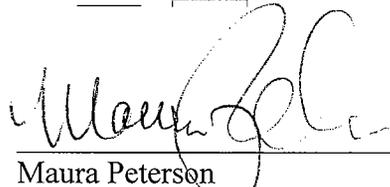
I hereby certify that on this 9<sup>th</sup> day of November, 2006, I served the foregoing **APPLICATION FOR APPROVAL OF AMENDMENT TO THE INTERCONNECTION AGREEMENT** upon all parties of record in this matter as follows:

Jean Jewell, Secretary  
Idaho Public Utilities Commission  
472 West Washington Street  
P.O. Box 83720  
Boise, Idaho 83720-0074  
[jjewell@puc.state.id.us](mailto:jjewell@puc.state.id.us)

Hand Delivery  
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Gregory Diamond  
Senior Counsel  
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Denver, CO 80320

Hand Delivery  
 U. S. Mail  
 Overnight Delivery  
 Facsimile  
 Email



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Maura Peterson  
Paralegal, Qwest Corporation

**Special Promotion for Available Inventory Collocation Sites Amendment  
to the Interconnection Agreement between  
Qwest Corporation  
and  
DIECA Communications, Inc. dba Covad Communications Company  
for the State of Idaho**

This Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and DIECA Communications, Inc. dba Covad Communications Company ("CLEC"), a Virginia corporation, provides limited time promotional rates for Available Inventory Collocations on Available Inventory Sites identified at [http://www.qwest.com/wholesale/collocation\\_space.html](http://www.qwest.com/wholesale/collocation_space.html) under the "Collo Classifieds – Qwest Postings" listing. The Promotional Rates below do not apply to any collocation facilities listed under the "Collo Classifieds – CLEC Postings" listing on the aforementioned internet site. 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 valid (complete) Available Inventory applications received between October 1, 2006 and December 31, 2006. The collocation applications must be submitted through the normal channel via [rfsmet@qwest.com](mailto:rfsmet@qwest.com).

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

**Non-Conformance Audit.** Upon receipt of a complete Collocation Application for a specific Available Inventory Special Site Qwest will perform an audit to identify any items not in compliance with Qwest Collocation Installation guidelines referenced in Qwest Technical Publication 77350. In the verification letter that the CLEC receives, Qwest will include a list of any defects that are the CLEC's responsibility to correct. Upon receipt of the verification letter, CLEC may choose to cancel the request or proceed with the knowledge that CLEC must bring these identified items into compliance within sixty (60) Days following the ready for service date (RFS). The non-conformance audit only applies to Special Sites. This Non-Conformance Audit process applies only to orders for Available Inventory Sites received during the promotional period set forth above.

**Promotional Rates.** The promotional rates under this Amendment are as follows:

Standard Promotional Discount. Under the Collocation Available Inventory Amendment, Customer receives a discount of fifty percent (50%) off of the nonrecurring charge ("NRC") for reusable elements (e.g. space and terminations) on Available Inventory "Standard Sites" and "Special Sites" under the "Collo Classifieds – Qwest Postings" listing (the "Existing AI Discount"). The Existing AI Discount will be increased from fifty percent (50%) to seventy-five percent (75%) for applications received between October 1, 2006 and December 31, 2006. The QPF is not a discounted item for Available Inventory Sites.

Finished Service Discount. In addition to the Standard Promotional Discount above, CLEC is eligible to receive an additional twenty-five percent (25%) discount to the reusable element NRC (for a total discount of 100% of the NRC for reusable elements) if all the following conditions are met:

1. CLEC must provision at least one (1) DS-1 or higher bandwidth Finished Service (Interconnection Tie Pair (ITP) with the DEMARC outside the collocation) into the Available Inventory Site within thirty (30) Days of receipt of the Collocation site; and
2. CLEC must provide Wholesale Collocation Service Manager with the Customer Carrier Name Abbreviation/Access Customer Name Abbreviation (CCNA/ACNA), purchase order number (PON) and the confirmed Finished Service Qwest circuit identification number within thirty (30) Days of the completion of the Finished Service order; and

3. CLEC must (i) commit to a minimum term agreement on the Finished Service of at least one year and (ii) agree that early termination (TLA) charges will apply if the Finished Service is disconnected prior to the end of the contracted term.

Upon Qwest verification that the above requirements have been fulfilled, Qwest will apply the additional 25% finished Service credit to the CLEC's Collocation invoice within sixty (60) Days of Qwest completing the processing of the Finished Service order. This will bring the total amount of the Reusable Elements NRC discount to 100.

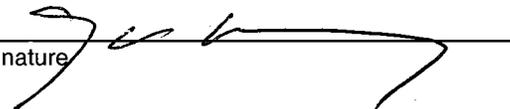
**Expiration.** The promotional rates for Available Inventory requests will expire on December 31, 2006

**Existing Interconnection Agreement.** Apart from the rates, terms, and conditions of this Amendment (all of which expire on December 31, 2006), 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 Amendment is subject to the approval of an applicable state commission. The Parties agree, however, to implement the provisions of this Amendment upon execution.

**Entire Agreement.** This Amendment (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 subject matter of this Amendment.

**DIECA Communications, Inc. dba  
Covad Communications Company**

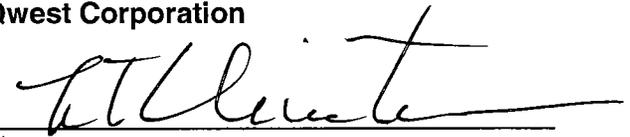
Signature 

James A. Kirkland  
Name Printed/Typed

Senior VP and General Counsel  
Title

10/5/06  
Date

**Qwest Corporation**

Signature 

L. T. Christensen  
Name Printed/Typed

Director – Interconnection Agreements  
Title

10/9/06  
Date