

Qwest
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Maura E. Peterson
Paralegal
Regulatory Law

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2008 JAN 31 PM 3:19

IDAHO PUBLIC
UTILITIES COMMISSION



Via Overnight delivery

January 30, 2008

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

Re: Case No. USW-T-99-14
Application for Approval of Amendment to the Interconnection Agreement
Fretel Communications LLC

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 the typed name.

Maura E. Peterson

mep
Enclosure
cc: Service list

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

Idaho Public Utilities Commission
Office of the Secretary
RECEIVED

JAN 31 2008

Boise, Idaho

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.: USW-T-99-14
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 August 27, 1999 (the "Agreement"). The Amendment with Fretel Communications, LLC ("Fretel") 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. Expedient approval of this Amendment will enable Fretel 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. Expeditious approval would further the public interest.

Respectfully submitted this 30th day of January, 2008.

Qwest Corporation



Adam L. Sherr
Attorney for Qwest

CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of January 2008, 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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Tracy L. Wiewel
Product Manager-Voice Products
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Maura Peterson
Paralegal, Qwest Corporation

**Expedite Requests Amendment
to the Interconnection Agreement between
Qwest Corporation
and
Fretel Communications, LLC, an Idaho Limited Liability Company
for the State of Idaho**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Fretel Communications, LLC, an Idaho Limited Liability Company ("CLEC"). Qwest and CLEC shall be known jointly as the "Parties".

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 August 27, 1999 ("Agreement"); and

WHEREAS, the Parties agree 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 the terms, conditions and rates for Expedite Requests, 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.

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. 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, CLEC's bills shall be deemed accurate and adjusted without error.

Further Amendments

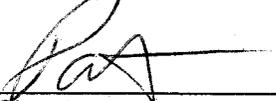
Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may 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.

**Fretel Communications, LLC
an Idaho Limited Liability Company**



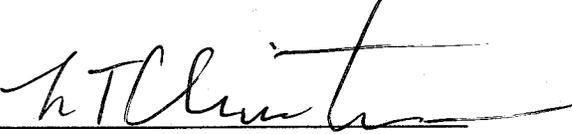
Signature

Patrick L. Morse
Name Printed/Typed

SR Vice President - Governmental Affairs
Title

December 11, 2007
Date

Qwest Corporation



Signature

L. T. Christensen
Name Printed/Typed

Director - Interconnection Agreements
Title

1/2/08
Date

ATTACHMENT 1 Expedite Requests

Definition

"Miscellaneous Charges" mean charges that apply for miscellaneous services provided at CLEC's request or based on CLEC's actions that result in miscellaneous services being provided by Qwest.

Expedite Requests for LIS Trunk Orders

7.3.5.2 Expedite requests for LIS trunk orders are available. Expedites are requests for intervals that are shorter than the interval defined in Qwest's Service Interval Guide (SIG) or Individual Case Basis (ICB) Due Dates. Expedite charges apply per order for every day that the Due Date interval is shortened, based on the standard interval in the SIG or based on ICB criteria for Due Dates.

7.3.5.2.1 CLEC will request an expedite for LIS trunks, including an expedited Due Date, on the Access Service Request (ASR).

7.3.5.2.2 The request for expedite will be approved only when the request meets the criteria outlined in the Pre-Approved Expedite Process in Qwest's Product Catalog at Qwest's wholesale web site.

Expedite Requests for Designed Unbundled Network Elements

9.1.12 Miscellaneous Charges apply for the miscellaneous service listed below:

9.1.12.1 Expedite – a Due Date that reflects a shorter service interval than is available in Qwest's Service Interval Guide; or that is a request for an earlier Due Date than has been established on a pending order; or that is required to meet a Due Date on a pending order due to design or other changes submitted by CLEC. Qwest will accommodate CLEC's request for an expedited installation if it can do so without delaying Due Dates or orders of other CLECs or End User Customers. Charges for expedited installations are in addition to nonrecurring charges for the service ordered. Prices for this miscellaneous service are market-based, using Qwest's Tariffed, cataloged, price listed, or other similarly documented prices, and are subject to change.

9.1.15 Expedite requests for designed Unbundled Network Elements are allowed. Expedites are requests for intervals that are shorter than the interval defined in Qwest's Service Interval Guide (SIG) or Individual Case Basis (ICB) Due Dates.

9.1.15.1 CLEC will request an expedite for designed Unbundled Network Elements, including an expedited Due Date, on the Local Service Request (LSR) or the Access Service Request (ASR), as appropriate.

9.1.15.2 The request for an expedite will be allowed only when the request meets the criteria outlined in the Pre-Approved Expedite Process in Qwest's Product Catalog for expedites at Qwest's wholesale web site.

Rate Elements

Expedite charges are set forth in Exhibit A of this Amendment.

