

# 1997-1086

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UTILITIES COMMISSION

Attorney for U S WEST NewVector Group, Inc.



BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

In the Matter of the Application of: )  
U S WEST NEWVECTOR GROUP, INC. )  
for Approval of an Interconnection Agreement )  
Pursuant to 47 U.S.C. § 252(e) )  
\_\_\_\_\_ )

Case No. GTE-T-97-13

**APPLICATION OF U S WEST NEWVECTOR GROUP, INC.**

U S WEST NewVector Group, Inc. ("USWNV"), a commercial mobile radio service (cellphone) provider, hereby submits for approval by the Idaho Public Utilities Commission ("IPUC") the enclosed Interconnection Agreement dated October 30, 1997 (the "Agreement"), which provides for USWNV to interconnect with GTE Northwest Incorporated ("GTE NW") local exchange facilities in Idaho (Exhibit "1"). 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:

APPLICATION OF U S WEST NEWVECTOR GROUP, INC.  
[USWNVIPU.DOC]

- (1) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or
- (2) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity.

USWNV respectfully submits that the Agreement provides no basis for either of these findings and, thus, request that the IPUC approve the Agreement expeditiously. First, the Agreement does not discriminate against any other telecommunications carrier. Second, the Agreement is consistent with the public interest as identified in the pro-competitive policies of the IPUC, the U.S. Congress, and the Federal Communications Commission. The Agreement will enable USWNV to utilize GTE NW local exchange facilities and provide customers with increased choices among local mobile service providers. Expeditious approval of this Agreement will facilitate competition in GTE NW's local exchange service areas.

USWNV further requests that the IPUC approve this Agreement without a hearing and without allowing the intervention of other parties. Because this Agreement was reached through voluntary negotiations, it does not raise issues requiring a hearing and does not concern other parties not a part of the negotiations. Expeditious approval without a hearing would further the public interest.

WHEREFORE, USWNV requests that the IPUC grant this application for approval of the Agreement for Interconnection between the parties, pursuant to Section 252(e) of the Act.

Respectfully submitted,

PERKINS COIE

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Of Attorneys for U S WEST NewVector Group, Inc.

November 3rd 1997

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BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

In the Matter of the Application of: )  
U S WEST NEWVECTOR GROUP, INC. ) Case No. \_\_\_\_\_  
for Approval of an Interconnection Agreement )  
Pursuant to 47 U.S.C. § 252(e) )  
\_\_\_\_\_ )

**PROOF OF SERVICE**

I HEREBY CERTIFY that I have this 3rd day of November, 1997 served the foregoing APPLICATION OF U S WEST NEWVECTOR GROUP, INC. and enclosed INTERCONNECTION AGREEMENT BETWEEN GTE NORTHWEST INCORPORATED AND IDAHO RSA NO. 1 LIMITED PARTNERSHIP BY U S WEST NEWVECTOR GROUP, INC., ITS GENERAL MANAGING PARTNER FOR THE STATE OF IDAHO upon all parties of record in this proceeding by mailing a copy thereof, properly addressed with postage prepaid, to:

Timothy J. O'Connell  
GTE Northwest Incorporated  
P.O. Box 1003  
Everett, WA 98206-1003

By: Robert A. Maynard  
Robert A. Maynard

**INTERCONNECTION AGREEMENT**

**BETWEEN**

**GTE NORTHWEST INCORPORATED**

**AND**

**IDAHO RSA NO. 1 LIMITED PARTNERSHIP  
BY U S WEST NEWVECTOR GROUP, INC., ITS MANAGING GENERAL PARTNER**

**FOR THE STATE OF IDAHO**

**CONTRACT ID \_\_\_\_\_**

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This Interconnection Agreement (the "Agreement"), is entered into by and between GTE Northwest Incorporated, with its address for purposes of this Agreement at 600 Hidden Ridge Drive, Irving, Texas 75038 ("GTE"), and Idaho RSA No. 1 Limited Partnership bu U S West NewVector Group, Inc., its Managing General Partner ("NewVector"), in its capacity as a provider of two-way wireless service, with its address for this Agreement at 3350 161st Avenue, S.E., Bellevue, WA 98008-1329 (GTE and NewVector being referred to collectively as the "Parties" and individually as a "Party"). This Agreement covers services in the state of Idaho only (the "State").

WHEREAS, interconnection between local providers is necessary and desirable for the mutual exchange and termination of traffic originating on each local providers' network; and

WHEREAS, the Parties desire to exchange such traffic and related signaling in a technically and economically efficient manner at defined and mutually agreed upon points of interconnection; and

WHEREAS, the Parties wish to enter into an agreement to interconnect their respective telecommunications networks on terms that are fair and equitable to both Parties; and

WHEREAS, Section 251 of the Telecommunications Act of 1996 (the "Act") imposes specific obligations on LECs with respect to the interconnection of their networks and physical collocation of equipment in LEC premises;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GTE and NewVector hereby covenant and agree as follows:

ARTICLE I  
SCOPE AND INTENT OF AGREEMENT

Pursuant to this Agreement, the Parties will extend certain arrangements to one another within each area in which they both operate within the State for purposes of interconnection and the exchange of traffic between their respective end user customers. This Agreement also governs the collocation of certain equipment of NewVector in the premises of GTE. This Agreement is an integrated package that reflects a balancing of interests critical to the Parties. This Agreement will be submitted to the Idaho Public Utilities Commission (the "Commission") for approval. The Parties agree that their entrance into this Agreement is without prejudice to and does not waive any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements covered in this Agreement.

The services and facilities to be provided to NewVector by GTE in satisfaction of this Agreement, unless rates are specifically enumerated in this Agreement, may be provided pursuant to GTE tariffs and then current practices. Should such services and facilities be modified by tariff or by Order, including any modifications resulting from other Commission proceedings, federal court review or other judicial action, such modifications will be deemed to automatically supersede any rates and terms and conditions of this Agreement provided, however, that the Parties shall agree upon the precise language on such modifications. The Parties shall cooperate with one another for the purpose of incorporating required modifications into this agreement.

## ARTICLE II DEFINITIONS

1. General Definitions. Except as otherwise specified herein, the following definitions shall apply to all Articles and Appendices contained in this Agreement. Additional definitions that are specific to the matters covered in a particular Article may appear in that Article. To the extent that there may be any conflict between a definition set forth in this Article II and any definition in a specific Article or Appendix, the definition set forth in the specific Article or Appendix shall control with respect to that Article or Appendix.
  - 1.1 **"Act"** means the Communications Act of 1934 as amended, 47 U.S.C. sec. 151, et. seq.
  - 1.2 **"Affiliate"** of a Party means a person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party.
  - 1.3 **"AMA"** means the Automated Message Accounting structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Bellcore as GR-1100-CORE which defines the industry standard for message recording.
  - 1.4 **"Answer Supervision"** means an off-hook supervisory signal.
  - 1.5 **"Applicable Law"** shall mean all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, and approvals of any Governmental Authority, which apply or relate to the subject matter of this Agreement.
  - 1.6 **"Automatic Number Identification" or "ANI"** refers to the number transmitted through the network identifying the calling party.
  - 1.7 **"Bellcore"** means an organization owned jointly by the Bell regional holding companies and that may in the future be owned partially or totally by other persons, that conducts research and development projects for its owners, including development of new telecommunications services. Bellcore also provides certain centralized technical and management services for the regional holding companies and also provides generic requirements for the telecommunications industry for products, services and technologies.

- 1.8 **"Business Day"** shall mean Monday through Friday, except for holidays on which the U.S. mail is not delivered.
- 1.9 **"Central Office Switch"** means a switch used to provide telecommunications services including (i) **"End Office Switches"** which are Class 5 switches from which end user Exchange Services are directly connected and offered, and (ii) **"Tandem Office Switches"** which are Class 4 switches which are used to connect and switch trunk circuits between and among central office switches. Central office switches may be employed as combination end office/tandem office switches (combination Class 5/Class 4).
- 1.10 **"Centralized Message Distribution System" (CMDS)** means the billing record and clearing house transport system that the Regional Bell Operating Companies ("RBOCs") and other incumbent LECs use to efficiently exchange out collects and in collects as well as Carrier Access Billing System ("CABS") records.
- 1.11 **"CLLI codes"** means Common Language Location Identifier Codes.
- 1.12 **"Commercial Mobile Radio Services" (CMRS)** means a radio communication service between mobile stations or receivers and land stations, or by mobile stations communicating among themselves that is provided for profit and that makes interconnected service available to the public or to such classes of eligible users as to be effectively available to a substantial portion of the public.
- 1.13 **"Commission"** means the Public Utilities/Public Service Commission of the state in which this agreement is filed.
- 1.14 **"Common Channel Signaling" or "CCS"** means a high-speed specialized packet-switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database-related services between Signaling Points in the CCS network using SS7 signaling protocol.
- 1.15 **"Competitive Local Exchange Carrier" (CLEC)** means any company or person authorized to provide local exchange services in competition with an ILEC.
- 1.16 **"Conversation Time"** means the time that both Parties' equipment is used for a completed call, measured from the receipt of answer supervision to the receipt of disconnect supervision.



- 1.17 **"Customer"** may mean GTE or NewVector depending on the context and which Party is receiving the service from the other Party.
- 1.18 **"Customer Usage Data"** means that the local telecommunications services usage data of an end user customer of one of the Parties, measured in conversation minutes, sub-minute increments, message units, or otherwise, that is recorded and exchanged by the Parties.
- 1.19 **"DS-1"** is a digital signal rate of 1.544 Mbps.
- 1.20 **"DS-3"** is a digital signal rate of 44.736 Mbps.
- 1.21 **"Disconnect Supervision"** means an on-hook supervisory signal sent at the completion of a call.
- 1.22 **"Electronic File Transfer"** refers to a system or process which utilizes an electronic format and protocol to send/receive data files.
- 1.23 **"EMR"** means the Exchange Message Record which is an industry standard record used to exchange telecommunications message information among local providers for billable, non-billable, sample, settlement and study data. EMR format is defined in BR-010-200-010 CRIS Exchange Message Record, published by Bellcore and which defines the industry standard for exchange message records.
- 1.24 **"Exchange Service"** refers to all basic access line services, or any other services offered to end users which provide end users with a telephonic connection to, and a unique telephone number address on, the public switched telecommunications network ("PSTN"), and which enable such end users to place or receive calls to all other stations on the PSTN.
- 1.25 **"EIS" or "Expanded Interconnection Service"** means a service that provides interconnecting carriers with the capability to terminate basic fiber optic transmission facilities, including optical terminating equipment and multiplexers, at GTE's wire centers and access tandems and interconnect those facilities with the facilities of GTE. Microwave is available on a case-by-case basis where feasible.
- 1.26 **Facility**, when used in Article III, Section 42, means all buildings, equipment, structures and other items located on a single site or contiguous or adjacent sites owned or operated by the same persons or person.
- 1.27 **"FCC"** means the Federal Communications Commission.

- 1.28 **Generator** means under Resource Conservation Recovery Act (RCRA), the person whose act produces a hazardous waste (40 CFR 261) or whose act first causes a hazardous waste to become subject to regulation. The generator is legally responsible for the proper management and disposal of hazardous wastes in accordance with regulations.
- 1.29 **"GTOC"** means GTE Telephone Operating Company.
- 1.30 **"Incumbent Local Exchange Carrier" (ILEC)** means any local exchange carrier that was as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. §69.601(b) of the FCC's regulations.
- 1.31 **"Interconnection Point" ("IP")** means the physical point on the network where the two parties interconnect. The "IP" is the demarcation point between ownership of the transmission facility.
- 1.32 **"ISUP"** means a part of the SS7 protocol that defines call setup messages and call takedown messages.
- 1.33 **"IXC" or "Interexchange Carrier"** means a telecommunications service provider authorized by the FCC to provide interstate long distance communications services between LATAs and are authorized by the State to provide inter- and/or intraLATA long distance communications services within the State.
- 1.34 **"LATA"** means Local Access and Transport Area. A LATA denotes a geographic area for the provision and administration of communications service; *i.e.*, intraLATA or interLATA.
- 1.35 **"Line Information Data Base (LIDB)"** means one or all, as the context may require, of the Line Information databases owned individually by GTE and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by GTE and other entities. A LIDB also contains validation data for collect and third number-billed calls; *i.e.*, Billed Number Screening.
- 1.36 **"Local Exchange Carrier" or "LEC"** means any company certified by the Commission to provide local exchange telecommunications service.
- 1.37 **"Local Exchange Routing Guide" or "LERG"** means the Bellcore reference customarily used to identify NPA-NXX routing and homing information, as well as network element and equipment designation.

- 1.38 **"Local Provider"** is used in this Agreement as a generic reference to any provider of local services, i.e., ILECs, CLECs, CMRS Carriers. This includes the Parties to this Agreement.
- 1.39 **"Local Traffic"**, for purposes of compensation between Parties, means traffic that is originated by an end user of one Party and terminates to the end user of the other Party within the same MTA (Major Trading Area) and, for GTE-originated traffic, within the same LATA, provided that the end user of NewVector receives service on a wireless, mobile basis.
- 1.40 **"Meet-Point Billing" or "MPB"** refers to an arrangement whereby two local providers jointly provide the transport element of a switched access service to one of the local provider's end office switches, with each local provider receiving an appropriate share of the transport element revenues as defined by their effective access tariffs.
- 1.41 **"MECAB"** refers to the *Multiple Exchange Carrier Access Billing* ("MECAB") document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more local providers, or by one local provider in two or more states within a single LATA.
- 1.42 **"MECOD"** refers to the *Multiple Exchange Carriers Ordering and Design* ("MECOD") *Guidelines for Access Services - Industry Support Interface*, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECOD document, published by Bellcore as Special Report SR-STS-002643, establish methods for processing orders for access service which is to be provided by two or more local providers.
- 1.43 **"Mid-Span Fiber Meet"** means an Interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed-upon POI.
- 1.44 **"MSC" or "MTSO"** means the Mobile Switching Center or Mobile Telecommunications Switching Office used by a CMRS carrier in performing originating and terminating functions for calls to or from end user customers of the CMRS carrier.

- 1.45 **"MTA"** means Major Trading Area as defined by the FCC rules, Part 24.202(a).
- 1.46 **"NANP"** means the "North American Numbering Plan", the system of telephone numbering employed in the United States, Canada, and the Caribbean countries that employ NPA 809.
- 1.47 **"Numbering Plan Area" or "NPA"** is also sometimes referred to as an area code. This is the three digit indicator which is defined by the "A", "B", and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas. 800, 900, 700, and 888 are examples of Non-Geographic NPAs.
- 1.48 **"NXX", "NXX Code", "Central Office Code" or "CO Code"** is the three digit switch entity indicator which is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers. Historically, entire NXX code blocks have been assigned to specific individual local exchange end office switches.
- 1.49 **"911 Service"** means a universal telephone number which gives the public direct access to the PSAP. Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.
- 1.50 **Owner and Operator** means as used in OSHA regulations, owner is the legal entity, including a lessee, which exercises control over management and record keeping functions relating to a building or facility. As used in the Resource Conservation and Recovery Act (RCRA), operator means the person responsible for the overall (or part of the) operations of a facility.
- 1.51 **"POI"** means Point of Interconnection designated for routing of local interconnection trunks.
- 1.52 **"Provider"** may mean GTE or NewVector depending on the context and which Party is providing the service to the other Party.

- 1.53 **"Public Safety Answering Point" or "PSAP"** means an answering location for 9-1-1 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Emergency Response Agencies ("ERAs") such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.
- 1.54 **"Rate Center"** means the specific geographic point and corresponding geographic area that are associated with one or more particular NPA-NXX Codes that have been assigned to a local provider for its provision of Exchange Services. The geographic point is identified by a specific Vertical and Horizontal ("V&H") coordinate that is used to calculate distance-sensitive end user traffic to/from the particular NPA-NXXs associated with the specific Rate Center.
- 1.55 **"Routing Point"** denotes a location that a local provider has designated on its network as the homing (routing) point for traffic that terminates to Exchange Services provided by the local provider that bear a certain NPA-NXX designation. The Routing Point is used to calculate airline mileage for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Bellcore Practice BR795-100-100, the Routing Point may be an end office location, or a "LEC Consortium Point of Interconnection." The Routing Point must be in the same LATA as the associated NPA-NXX.
- 1.56 **"Service Control Point" or "SCP"** is the node in the signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from the SSP, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.
- 1.57 **"Service Switching Point" or "SSP"** means a Signaling Point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 1.58 **"Signaling Point" or "SP"** means a node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.

- 1.59 **"Signaling System 7" or "SS7"** means the signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute ("ANSI") standards.
- 1.60 **"Signal Transfer Point" or "STP"** means a packet switch in the CCS network that is used to route signaling messages among SSPs, SCPs and other STPs in order to set up calls and to query databases for advanced services. GTE's network includes mated pairs of local and regional STPs. STPs are provided in pairs for redundancy. GTE STPs conform to ANSI T1.111-8 standards.
- 1.61 **"Subsidiary"** of a Party means a corporation or other legal entity that is majority owned by such Party.
- 1.62 **"Synchronous Optical Network" or "SONET"** means synchronous electrical ("STS") or optical channel ("OC") connections between local providers.
- 1.63 **"Switched Access Service"** means the offering of facilities for the purpose of the origination or termination of traffic to or from Exchange Service customers in a given area pursuant to a switched access tariff. Switched Access Services include: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 800 access and 900 access services.
- 1.64 **"Telecommunications Services"** means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- 1.65 **Third Party Contamination** means environmental pollution that is not generated by GTE or NewVector but results from off-site activities impacting a facility.
- 1.66 **"Two-Way Wireless Mobile Telecommunications Service Provider"** means a CMRS provider of telephone exchange and exchange access services. CMRS providers are authorized pursuant to 47 U.S.C. § 332 (d) (1) as interpreted by the FCC and the federal courts.
- 1.67 **Undefined Terms** means the Parties acknowledge that terms may appear in this Agreement which are not defined and agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the effective date of this Agreement.
- 1.68 **"Vertical Features" (including "CLASS Features")** means vertical services and switch functionalities provided by GTE, including: Automatic Call Back; Automatic Recall; Call Forwarding Busy Line/Don't Answer; Call Forwarding

Don't Answer; Call Forwarding Variable; Call Forwarding - Busy Line; Call Trace; Call Waiting; Call Number Delivery Blocking Per Call; Calling Number Blocking Per Line; Cancel Call Waiting; Distinctive Ringing/Call Waiting; Incoming Call Line Identification Delivery; Selective Call Forward; Selective Call Rejection; Speed Calling; and Three Way Calling/Call Transfer.

- 1.69 **"Wire Center"** means a building or space within a building that serves as an aggregation point on a local provider's network, where transmission facilities and circuits are connected or switched. "Wire center" can also denote a building in which one or more Central Offices, used for the provision of exchange services and access services, are located.

### ARTICLE III GENERAL PROVISIONS

1. Scope of General Provisions. Except as may otherwise be set forth in a particular Article or Appendix of this Agreement, in which case the provisions of such Article or Appendix shall control, these General Provisions apply to all Articles and Appendices of this Agreement.
2. Term and Termination.
  - 2.1 Term. Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be one (1) year from the effective date of this Agreement and shall continue in effect for consecutive one (1) month terms until either Party gives the other Party at least ninety (90) calendar days written notice of termination, which termination shall be effective at the end of the then-current term. In the event notice is given less than 90 calendar days prior to the end of the current term, this Agreement shall remain in effect for 90 calendar days after such notice is received, provided, that in no case shall the term be extended beyond 90 calendar days after the end of the current term.
  - 2.2 Post-Termination Arrangements. Except in the case of termination as a result of either Party's default or a termination upon sale, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements may continue without interruption (a) under a new agreement voluntarily executed by the Parties; (b) standard terms and conditions approved and made generally effective by the Commission, if any; (c) tariff terms and conditions made generally available to all local providers; or (d) any rights under the Act.
  - 2.3 Termination Upon Default. Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; *provided however*, that the non-defaulting Party notifies the defaulting party in writing of the alleged default and that the defaulting Party does not cure the alleged default within sixty (60) calendar days of receipt of written notice thereof. Default is defined to include:
    - (a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or
    - (b) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation any of the material terms or conditions of this Agreement.



