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UTILITIES COMMISSION

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October 30, 2003

VIA HAND DELIVERY

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

Re: Case No. QWE-T-03-22
APPLICATION FOR APPROVAL OF INTERCONNECTION AGREEMENT

Dear Ms. Jewell:

Enclosed for filing with this Commission on behalf of Qwest Corporation and High Tech Telephones, Inc. is an original of the **Application for Approval of Interconnection Agreement**. The parties respectfully request 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.

Very truly yours,


Mary S. Hobson

:blg
Enclosure
cc: Service List

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Denis LaMar
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BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

JOINT APPLICATION OF QWEST
CORPORATION AND HIGH TECH
TELEPHONES, INC. FOR APPROVAL OF
THE INTERCONNECTION AGREEMENT
FOR THE STATE OF IDAHO PURSUANT TO
47 U.S.C. §252(E)

CASE NO.: QWE-T-03-22
**APPLICATION FOR APPROVAL OF
INTERCONNECTION AGREEMENT**

Qwest Corporation (“Qwest”) and High Tech Telephones, Inc. (“High Tech”) hereby jointly file this Application for Approval of Interconnection Agreement (“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”).

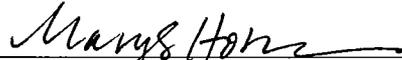
Section 252(e)(2) of the Act directs that a state Commission may reject an agreement reached through voluntary negotiations only if the Commission finds that: the agreement (or portion(s) thereof) discriminates against a telecommunications carrier not a party to this agreement; or the implementation of such an agreement (or portion) is not consistent with the public interest, convenience and necessity.

High Tech 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 High Tech to interconnect with Qwest facilities and to provide customers with increased choices among local telecommunications services.

High Tech 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 not a party to the negotiations. Expeditious approval would further the public interest.

Respectfully submitted this 30th day of October, 2003.

Qwest Corporation



Mary S. Hobson
Stoel Rives LLP, Attorneys for Qwest

and

Denis LaMar
High Tech Telephones, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of October, 2003, I served the foregoing **APPLICATION FOR APPROVAL OF INTERCONNECTION AGREEMENT** upon all parties of record in this matter as follows:

Jean Jewell, Secretary	<u> X </u>	Hand Delivery
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Brandi L. Gearhart, PLS
Legal Secretary to Mary S. Hobson
Stoel Rives LLP

Resale Agreement
Between
Qwest Corporation
and
High Tech Telephones, Inc

In The State Of

Idaho

Agreement Number
CDS-030729-0029

TABLE OF CONTENTS

SECTION 1.0 - GENERAL TERMS.....	5
SECTION 2.0 - INTERPRETATION AND CONSTRUCTION	7
SECTION 3.0 - RESELLER INFORMATION.....	8
SECTION 4.0 - DEFINITIONS	9
SECTION 5.0 - TERMS AND CONDITIONS.....	19
5.1 GENERAL PROVISIONS.....	19
5.2 TERM OF AGREEMENT	19
5.3 PROOF OF AUTHORIZATION.....	20
5.4 PAYMENT.....	20
5.5 TAXES	22
5.6 INSURANCE.....	23
5.7 FORCE MAJEURE	24
5.8 LIMITATION OF LIABILITY	24
5.9 INDEMNITY	25
5.10 INTELLECTUAL PROPERTY.....	26
5.11 WARRANTIES	28
5.12 ASSIGNMENT.....	29
5.13 DEFAULT	29
5.14 DISCLAIMER OF AGENCY.....	29
5.15 SEVERABILITY	30
5.16 NONDISCLOSURE	30
5.17 SURVIVAL	32
5.18 DISPUTE RESOLUTION	32
5.19 CONTROLLING LAW	35
5.20 RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION	35
5.21 NOTICES.....	35
5.22 RESPONSIBILITY OF EACH PARTY	36
5.23 NO THIRD PARTY BENEFICIARIES	36
5.24 RESERVED FOR FUTURE USE.....	37
5.25 PUBLICITY.....	37
5.26 EXECUTED IN COUNTERPARTS	37
5.27 COMPLIANCE.....	37
5.28 COMPLIANCE WITH THE COMMUNICATIONS ASSISTANCE LAW ENFORCEMENT ACT OF 1994	37
5.29 COOPERATION	37
5.30 AMENDMENTS	37
5.31 ENTIRE AGREEMENT.....	38
SECTION 6.0 – RESALE	38
6.1 DESCRIPTION	38
6.2 TERMS AND CONDITIONS	38
6.3 RATES AND CHARGES.....	44
6.4 ORDERING PROCESS.....	45
6.5 BILLING.....	46
6.6 MAINTENANCE AND REPAIR.....	46
SECTION 7.0 – WHITE PAGES DIRECTORY LISTINGS.....	47

TABLE OF CONTENTS

SECTION 8.0 - NETWORK SECURITY	51
SECTION 9.0 - ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS).....	53
9.1 DESCRIPTION	53
9.2 OSS SUPPORT FOR PRE-ORDERING, ORDERING AND PROVISIONING.....	54
9.3 MAINTENANCE AND REPAIR.....	65
SECTION 10.0 - QWEST DEX.....	71
SECTION 11.0 – SERVICE PERFORMANCE	71
SECTION 12.0 - SIGNATURE PAGE	72

TABLE OF CONTENTS FOR EXHIBITS

EXHIBIT A	Rates
EXHIBIT B	Service Performance Indicators
EXHIBIT C	Reserved for Future Use
EXHIBIT D	Reserved for Future Use
EXHIBIT E	Reserved for Future Use
EXHIBIT F	Reserved for Future Use
EXHIBIT G	Change Management Process (CMP)
EXHIBIT H	Reserved for Future Use
EXHIBIT I	Reserved for Future Use
EXHIBIT J	Reserved for Future Use
EXHIBIT K	Performance Assurance Plan

Section 1.0 - GENERAL TERMS

1.1 Intentionally Left Blank.

1.2 This Agreement is effective upon the approval of the Commission, and is between High Tech Telephones, Inc, ("RESELLER") a Idaho corporation and Qwest Corporation ("Qwest"), a Colorado corporation, pursuant to Section 252 of the Telecommunications Act of 1996, for purposes of fulfilling Qwest's obligations under Sections 222, 251(a), (b), and (c), 252, 271, and other relevant provisions of the Act and the rules and regulations promulgated thereunder.

1.3 This Agreement sets forth the terms, conditions and pricing under which Qwest will offer and provide to any requesting RESELLER Ancillary services, and Telecommunications Services available for resale within the geographical areas in which both Parties are providing local exchange service at that time, and for which Qwest is the incumbent Local Exchange Carrier within the State of Idaho for purposes of providing local Telecommunications Services. This Agreement is available for the term set forth herein.

1.4 Because the SGAT is Qwest's standard contract offer, CLECs with a current Interconnection Agreement may opt into, through Section 252(i) of the Act, any provision of the SGAT by executing an appropriate amendment to its current Interconnection Agreement.

1.4.1 When opting into a provision contained in an existing Interconnection Agreement or the SGAT, Qwest may require CLEC to accept Legitimately Related provisions to ensure that the opted into provision retains the context set forth in the Interconnection Agreement or the SGAT. The expiration date of the Interconnection Agreement from which the opted into provision was selected or the expiration date specified in the SGAT respectively, whichever is closer to the present date, shall be considered Legitimately Related. In all other instances, Qwest bears the burden of establishing that an Interconnection Agreement or SGAT provision is Legitimately Related.

1.4.2 To opt into a provision of the SGAT through Section 252(i), CLEC must provide Qwest with written notice of such intention specifying in detail the provisions of the SGAT selected in the form of a proposed amendment to the Interconnection Agreement which has been signed by CLEC. Qwest shall make a form or sample amendment as well as the currently effective SGAT, available in electronic form for use by CLEC to prepare the written notice. Once Qwest receives such written notice, it shall have a reasonable period of time to submit a formal written response either accepting the change and signing the amendment or identifying those additional provisions that Qwest believes are Legitimately Related and must also be included as part of the amendment. If Qwest identifies additional provisions that Qwest believes are Legitimately Related, Qwest shall specify the provisions in the proposed amendment, if any, to which the additional provisions are not Legitimately Related and which could be included in a revised proposed amendment that would be acceptable to Qwest. Under ordinary circumstances, a reasonable period of time shall be deemed to be fifteen (15) business days. In addition, Qwest shall provide to CLEC in writing an explanation of why Qwest considers the provisions Legitimately Related, including legal, technical, or other considerations. In extraordinary circumstances, where CLEC's requested modification is complex, Qwest shall have additional time to perform its review. When

such extraordinary circumstances exist, Qwest will notify CLEC in writing within fifteen (15) business days from the notice and advise CLEC that additional time is necessary. In no event shall a reasonable period of time be deemed to be greater than twenty (20) business days from the time of CLEC's notice.

1.4.3 If Qwest has identified additional provisions that Qwest believes are Legitimately Related and has specified provisions in the proposed amendment to which those provisions are not Legitimately Related, CLEC may provide Qwest with a revised proposed amendment that deletes the disputed provisions, which Qwest shall accept and sign. Regardless of whether CLEC provides Qwest with a revised proposed amendment, if CLEC disputes Qwest's written response that additional SGAT provisions are Legitimately Related, then CLEC may immediately demand that the dispute be submitted to dispute resolution and CLEC shall submit such dispute to dispute resolution within fifteen (15) days from such receipt of Qwest's response. CLEC may, at its sole option, elect to have the dispute resolution conducted through one of the following methods of dispute resolution:

1.4.3.1 The dispute may be settled by the Commission. Such dispute resolution shall be conducted pursuant to Commission rules or regulations specifying a procedure for submission, hearing and resolving issues pursuant to Section 252(i) of the Act or rules and regulations specifying procedures for submission of a dispute arising under an Interconnection Agreement, as appropriate. If the Commission shall not have established any such rules or regulations, CLEC may file a complaint with the Commission. The Commission may elect to hear the complaint under expedited procedures.

1.4.3.2 The dispute may be settled by arbitration. Such an arbitration proceeding shall be conducted by a single arbitrator. The arbitration proceedings shall be conducted under the then-current rules of the American Arbitration Association (AAA). The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the dispute. All expedited procedures prescribed by AAA rules shall apply. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Except for a finding of bad faith as set forth in 1.8.3.3, each Party shall bear its own costs and attorney's fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in the Denver metropolitan area or in another mutually agreed upon location.

1.4.3.3 Each Party to the dispute shall bear the responsibility of paying its own attorney's fees and costs in prosecuting/defending the action. However, if either Party is found to have brought or defended the action in "bad faith", then that Party shall be responsible for reimbursing the other Party for its reasonable attorney's fees and costs in prosecuting or defending the action.

1.4.4 If Qwest accepts a CLEC proposed change to adopt certain SGAT language and signs the amendment, the Parties shall begin abiding by the terms of the amendment immediately upon CLEC's receipt of the signed amendment. Qwest shall be responsible for submitting the proposed change to the Commission for its approval within ten (10) business days from receipt of the signed amendment. The amendment shall be deemed effective upon approval of the amendment by the Commission.

In consideration of the mutual promises contained herein and other good and valuable consideration, the Parties agree as follows:

Section 2.0 - INTERPRETATION AND CONSTRUCTION

2.1 This Agreement includes this Agreement and all Exhibits appended hereto, each of which is hereby incorporated by reference in this Agreement and made a part hereof. All references to Sections and Exhibits shall be deemed to be references to Sections of, and Exhibits to, this Agreement unless the context shall otherwise require. The headings and numbering of Sections and Exhibits used in this Agreement are for convenience only and will not be construed to define or limit any of the terms in this Agreement or affect the meaning and interpretation of this Agreement. Unless the context shall otherwise require, any reference to any statute, regulation, rule, Tariff, technical reference, technical publication, or any publication of Telecommunications industry administrative or technical standards, shall be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successor) of that statute, regulation, rule, Tariff, technical reference, technical publication, or any publication of Telecommunications industry administrative or technical standards that is in effect. Provided however, that nothing in this Section 2.1 shall be deemed or considered to limit or amend the provisions of Section 2.2. In the event a change in a law, rule regulation or interpretation thereof would materially change this Agreement, the terms of Section 2.2 shall prevail over the terms of this Section 2.1. In the case of any material change, any reference in this Agreement to such law, rule, regulation or interpretation thereof will be to such law, rule, regulation or interpretation thereof in effect immediately prior to such change until the processes set forth in Section 2.2 are implemented. The existing configuration of either Party's network may not be in compliance with the latest release of technical references, technical publications, or publications of Telecommunications industry administrative or technical standards.

2.2 The provisions in this Agreement are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws, as of the date hereof (the Existing Rules). Nothing in this Agreement shall be deemed an admission by Qwest or RESELLER concerning the interpretation or effect of the Existing Rules or an admission by Qwest or RESELLER that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop Qwest or RESELLER from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified. To the extent that the Existing Rules are vacated, dismissed, stayed or materially changed or modified, then this Agreement shall be amended to reflect such legally binding modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) days, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement. It is expressly understood that this Agreement will be corrected, or if requested by RESELLER, amended as set forth in this Section 2.2, to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement. Any amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. During the pendency of any negotiation for an amendment pursuant to this Section 2.2 the Parties shall continue to perform their obligations in accordance with the terms

and conditions of this Agreement, for up to sixty (60) days. If the Parties fail to agree on an amendment during the sixty (60) day negotiation period, the Parties agree that the first matter to be resolved during Dispute Resolution will be the implementation of an interim operating agreement between the Parties regarding the disputed issues, to be effective during the pendency of Dispute Resolution. The Parties agree that the interim operating agreement shall be determined and implemented within the first fifteen (15) days of Dispute Resolution and the Parties will continue to perform their obligations in accordance with the terms and conditions of this Agreement, until the interim operating agreement is implemented. For purposes of this section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.

2.3 Unless otherwise specifically determined by the Commission, in cases of conflict between the SGAT and Qwest's Tariffs, PCAT, methods and procedures, technical publications, policies, product notifications or other Qwest documentation relating to Qwest's or RESELLER's rights or obligations under the SGAT, then the rates, terms and conditions of the SGAT shall prevail. To the extent another document abridges or expands the rights or obligations of either Party under this Agreement, the rates, terms and conditions of this Agreement shall prevail.

Section 3.0 - RESELLER INFORMATION

3.1 Except as otherwise required by law, Qwest will not provide or establish Interconnection, Unbundled Network Elements, ancillary services and/or resale of Telecommunications Services in accordance with the terms and conditions of this Agreement prior to RESELLER's execution of this Agreement. The Parties shall complete Qwest's "New Customer Questionnaire," as it applies to RESELLER's obtaining of Interconnection, Unbundled Network Elements, ancillary services, and/or resale of Telecommunications Services hereunder.

3.2 Prior to placing any orders for services under this Agreement, the Parties will jointly complete the following sections of Qwest's "New Customer Questionnaire":

General Information

Billing and Collection (Section 1)

Credit Information

Billing Information

Summary Billing

OSS and Network Outage Notification Contact Information

System Administration Contact Information

Ordering Information for LIS Trunks, Collocation, and Associated Products (if RESELLER plans to order these services)

Design Layout Request – LIS Trunking and Unbundled Loop (if RESELLER plans to order these services)

3.2.1 The remainder of this questionnaire must be completed within two (2) weeks of completing the initial portion of the questionnaire. This questionnaire will be used to:

Determine geographical requirements;

Identify RESELLER identification codes;

Determine Qwest system requirements to support RESELLER's specific activity;

Collect credit information;

Obtain Billing information;

Create summary bills;

Establish input and output requirements;

Create and distribute Qwest and RESELLER contact lists; and

Identify RESELLER hours and holidays.

3.2.2 RESELLERs that have previously completed a Questionnaire need not fill out a new New Customer Questionnaire; however, RESELLER will update its New Customer Questionnaire with any changes in the required information that have occurred and communicate those changes to Qwest. Before placing an order for a new product, RESELLER will need to complete the relevant new product questionnaire and amend this Agreement, which may include an amendment.

Section 4.0 - DEFINITIONS

"Access Service Request" or "ASR" means the industry guideline forms and supporting documentation used for ordering Access Services. The ASR will be used to order trunking and facilities between RESELLER and Qwest for Local Interconnection Service.

"Access Services" refers to the interstate and intrastate switched access and private line transport services offered for the origination and/or termination of interexchange traffic.

"Access Tandem Switch" is a Switch used to connect End Office Switches to interexchange Carrier switches. Qwest's Access Tandem Switches are also used to connect and switch traffic between and among Central Office Switches within the same LATA and may be used for the exchange of local traffic.

"Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

"Advanced Services" refers to high speed, switched, broadband, wireline Telecommunications capability that enables users to originate and receive high-quality, voice, data, graphics or video Telecommunications using any technology.

"Affiliate" means a Person that (directly or indirectly) owns or controls, is owned or controlled by,

SEE CASE FILE

FOR

COMPLETE

INTERCONNECTION AGREEMENT