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IDAHO PUBLIC
UTILITIES COMMISSION



Via Overnight delivery

September 28, 2011

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

Re: Case No. QWE-T-11-14
Application for Approval of Interconnection Agreement
Geils Communications, Inc.

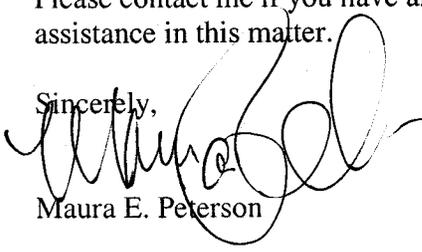
Dear Ms. Jewell:

Enclosed for filing is an original and three copies of the Application for Approval of an Interconnection Agreement between Qwest Corporation d/b/a Centurylink and Geils Communications, Inc. Please note, Geils Communications has opted out of Exhibit K to this Agreement.

CenturyLink 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,


Maura E. Peterson

MEP:ldj
cc: Service list

Lisa A Anderl (WSBA# 13236)
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IDAHO PUBLIC
UTILITIES COMMISSION

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

**APPLICATION OF QWEST
CORPORATION FOR APPROVAL OF
THE INTERCONNECTION
AGREEMENT FOR THE STATE OF
IDAHO PURSUANT TO 47 U.S.C. §252(e)**

CASE NO.: QWE-T-11-14

**APPLICATION FOR APPROVAL OF
INTERCONNECTION**

Qwest Corporation d/b/a CenturyLink ("CenturyLink") hereby files this Application for Approval of Interconnection Agreement ("Agreement"). The Agreement with Geils Communications, Inc. ("Geils") 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").

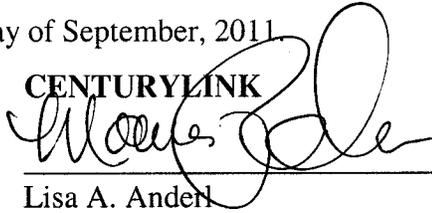
Section 252(e)(2) of the Act directs that a state Commission may reject an agreement reached through voluntary negotiations only if the Commission finds that: the agreement (or portion(s) thereof) discriminates against a telecommunications carrier not a party to this agreement; or the implementation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

CenturyLink respectfully submits that this Agreement provides no basis for either of these findings, and, therefore requests 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

Geils to interconnect with CenturyLink facilities and to provide customers with increased choices among local telecommunications services.

CenturyLink further requests 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 28 day of September, 2011

CENTURYLINK


Lisa A. Anden
Attorney for CenturyLink

paralegal for:

CERTIFICATE OF SERVICE

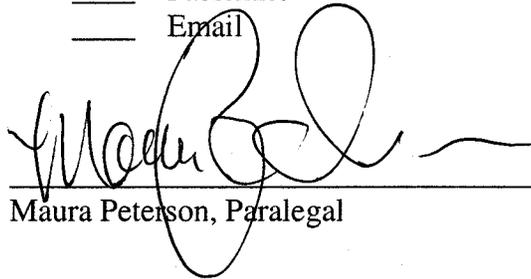
I hereby certify that on this 28th day of September, 2011, I served the foregoing **APPLICATION FOR APPROVAL OF INTERCONNECTION AGREEMENT** upon all parties of record in this matter as follows:

Jean Jewell, Secretary
Idaho Public Utilities Commission
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Maura Peterson, Paralegal

INTERCONNECTION AGREEMENT
TERMS AND CONDITIONS FOR INTERCONNECTION,
UNBUNDLED NETWORK ELEMENTS, ANCILLARY SERVICES,
AND RESALE OF TELECOMMUNICATIONS SERVICES

BETWEEN

QWEST CORPORATION DBA CENTURYLINK QC

AND

GEILS COMMUNICATIONS, INC.

FOR THE STATE OF IDAHO

AGREEMENT NUMBER
CDS-110902-0003

TABLE OF CONTENTS

SECTION 1.0 - GENERAL TERMS.....1

SECTION 2.0 - INTERPRETATION AND CONSTRUCTION2

SECTION 3.0 - CLEC INFORMATION.....4

SECTION 4.0 - DEFINITIONS.....6

SECTION 5.0 - TERMS AND CONDITIONS28

 5.1 GENERAL PROVISIONS.....28

 5.2 TERM OF AGREEMENT29

 5.3 PROOF OF AUTHORIZATION.....29

 5.4 PAYMENT.....30

 5.5 TAXES32

 5.6 INSURANCE.....33

 5.7 FORCE MAJEURE.....33

 5.8 LIMITATION OF LIABILITY.....34

 5.9 INDEMNITY34

 5.10 INTELLECTUAL PROPERTY.....36

 5.11 WARRANTIES38

 5.12 ASSIGNMENT.....38

 5.13 DEFAULT.....39

 5.14 DISCLAIMER OF AGENCY39

 5.15 SEVERABILITY39

 5.16 NONDISCLOSURE.....40

 5.17 SURVIVAL.....42

 5.18 DISPUTE RESOLUTION42

 5.19 CONTROLLING LAW.....43

 5.20 RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION.....43

 5.21 NOTICES.....44

 5.22 RESPONSIBILITY OF EACH PARTY44

 5.23 NO THIRD PARTY BENEFICIARIES44

 5.24 INTENTIONALLY LEFT BLANK.....45

 5.25 PUBLICITY.....45

 5.26 EXECUTED IN COUNTERPARTS45

 5.27 COMPLIANCE.....45

 5.28 COMPLIANCE WITH THE COMMUNICATIONS ASSISTANCE LAW
 ENFORCEMENT ACT OF 1994.....45

 5.29 COOPERATION45

 5.30 AMENDMENTS45

 5.31 ENTIRE AGREEMENT.....46

SECTION 6.0 – RESALE47

 6.1 DESCRIPTION.....47

 6.2 TERMS AND CONDITIONS47

 6.3 RATES AND CHARGES.....52

 6.4 ORDERING PROCESS.....53

 6.5 BILLING.....55

 6.6 MAINTENANCE AND REPAIR.....55

 6.7 COMMINGLING OF RESOLD SERVICES WITH UNBUNDLED NETWORK
 ELEMENTS AND COMBINATIONS OF UNBUNDLED NETWORK ELEMENTS55

TABLE OF CONTENTS

SECTION 7.0 – INTERCONNECTION:..... 56

 7.1 INTERCONNECTION FACILITY OPTIONS 56

 7.2 EXCHANGE OF TRAFFIC 57

 7.3 INTERCARRIER COMPENSATION..... 66

 7.4 ORDERING 71

 7.5 JOINTLY PROVIDED SWITCHED ACCESS SERVICES 73

 7.6 TRANSIT RECORDS..... 73

 7.7 LOCAL INTERCONNECTION DATA EXCHANGE FOR BILLING..... 74

SECTION 8.0 - COLLOCATION..... 76

 8.1 DESCRIPTION 76

 8.2 TERMS AND CONDITIONS 78

 8.3 RATE ELEMENTS 111

 8.4 ORDERING 122

 8.5 BILLING..... 137

 8.6 MAINTENANCE AND REPAIR..... 138

SECTION 9.0 - UNBUNDLED NETWORK ELEMENTS 141

 9.1 GENERAL TERMS..... 141

 9.2 UNBUNDLED LOOPS..... 154

 9.3 SUBLOOP UNBUNDLING..... 173

 9.4 INTENTIONALLY LEFT BLANK..... 184

 9.5 NETWORK INTERFACE DEVICE (NID) 184

 9.6 UNBUNDLED DEDICATED INTEROFFICE TRANSPORT (UDIT) 187

 9.7 UNBUNDLED DARK FIBER 192

 9.8 INTENTIONALLY LEFT BLANK..... 201

 9.9 INTENTIONALLY LEFT BLANK..... 201

 9.10 INTENTIONALLY LEFT BLANK..... 201

 9.11 INTENTIONALLY LEFT BLANK..... 201

 9.12 INTENTIONALLY LEFT BLANK..... 201

 9.13 INTENTIONALLY LEFT BLANK..... 201

 9.14 INTENTIONALLY LEFT BLANK..... 201

 9.15 INTENTIONALLY LEFT BLANK..... 201

 9.16 INTENTIONALLY LEFT BLANK..... 201

 9.17 INTENTIONALLY LEFT BLANK..... 201

 9.18 ADDITIONAL UNBUNDLED ELEMENTS..... 201

 9.19 CONSTRUCTION CHARGES 201

 9.20 INTENTIONALLY LEFT BLANK..... 203

 9.21 LINE SPLITTING 203

 9.22 INTENTIONALLY LEFT BLANK..... 207

 9.23 UNBUNDLED NETWORK ELEMENT COMBINATIONS 207

 9.24 LOOP SPLITTING..... 216

 9.25 LOOP-MUX COMBINATION (LMC)..... 219

SECTION 10.0 – ANCILLARY SERVICES..... 223

 10.1 INTERIM NUMBER PORTABILITY 223

 10.2 LOCAL NUMBER PORTABILITY..... 230

 10.3 911/E911 SERVICE 237

 10.4 WHITE PAGES DIRECTORY LISTINGS SERVICE..... 242

 10.5 DIRECTORY ASSISTANCE SERVICE 246

TABLE OF CONTENTS

| | | |
|------|--|-----|
| 10.6 | DIRECTORY ASSISTANCE LIST | 250 |
| 10.7 | TOLL AND ASSISTANCE OPERATOR SERVICES | 254 |
| 10.8 | ACCESS TO POLES, DUCTS, CONDUITS, AND RIGHTS OF WAY | 259 |
| | SECTION 11.0 - NETWORK SECURITY | 274 |
| | SECTION 12.0 - ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS) | 280 |
| 12.1 | DESCRIPTION | 280 |
| 12.2 | OSS SUPPORT FOR PRE-ORDERING, ORDERING AND PROVISIONING | 280 |
| 12.3 | MAINTENANCE AND REPAIR | 292 |
| | SECTION 13.0 - ACCESS TO TELEPHONE NUMBERS | 303 |
| | SECTION 14.0 - LOCAL DIALING PARITY | 304 |
| | SECTION 15.0 - CENTURYLINK'S OFFICIAL DIRECTORY PUBLISHER | 305 |
| | SECTION 16.0 - REFERRAL ANNOUNCEMENT | 306 |
| | SECTION 17.0 - BONA FIDE REQUEST PROCESS | 307 |
| | SECTION 18.0 - AUDIT PROCESS | 310 |
| | SECTION 19.0 - CONSTRUCTION CHARGES | 313 |
| | SECTION 20.0 - SERVICE PERFORMANCE | 314 |
| | SECTION 21.0 - NETWORK STANDARDS | 315 |
| | SECTION 22.0 - SIGNATURE PAGE | 318 |

TABLE OF CONTENTS FOR EXHIBITS

| | |
|-----------|---|
| EXHIBIT A | Rates |
| EXHIBIT B | Service Performance Indicators |
| EXHIBIT C | Service Interval Tables |
| EXHIBIT D | CenturyLink Right of Way, Pole Attachment and/or Innerduct Occupancy General Information Document |
| EXHIBIT E | Intentionally Left Blank |
| EXHIBIT F | Special Request Process |
| EXHIBIT G | Intentionally Left Blank |
| EXHIBIT H | Calculation of the Relative Use Factor (RUF) |
| EXHIBIT I | Individual Case Basis (ICB) |
| EXHIBIT J | Election of Reciprocal Compensation Option |
| EXHIBIT K | Performance Assurance Plan - Intentionally Left Blank |

Section 1.0 - GENERAL TERMS

1.1 This Agreement for Interconnection, Unbundled Network Elements, ancillary services, and resale of Telecommunications Services is between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and Geils Communications, Inc. ("CLEC"), a Nevada corporation, pursuant to Section 252(f) of the Telecommunications Act of 1996, for purposes of fulfilling CenturyLink's obligations under Sections 222, 251(a), (b), and (c), 252, and other relevant provisions of the Act and the rules and regulations promulgated there under.

1.2 Intentionally Left Blank.

1.3 This Agreement sets forth the terms, conditions and pricing under which CenturyLink will provide to CLEC network Interconnection, access to Unbundled Network Elements, ancillary services, and Telecommunications Services available for resale within the geographical areas in which CenturyLink is providing local Exchange Service at that time, and for which CenturyLink is the incumbent Local Exchange Carrier within the State of Idaho, for purposes of providing local Telecommunications Services.

1.4 Intentionally Left Blank.

1.5 Intentionally Left Blank.

1.6 Intentionally Left Blank.

1.7 Intentionally Left Blank.

1.8 With respect to the terms and provisions of this Agreement, CenturyLink has negotiated the Agreement in its entirety, and the inclusion of any particular provision, or rate, term and condition, is not evidence of the reasonableness thereof when considered apart from all other provisions of the Agreement.

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 and federal rules, regulations, and laws as of March 11, 2005 (the Existing Rules). Nothing in this Agreement shall be deemed an admission by CenturyLink or CLEC concerning the interpretation or effect of the Existing Rules or an admission by CenturyLink or CLEC that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop CenturyLink or CLEC 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 CLEC, 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. Rates in Exhibit A will 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. Where a Party provides notice to the other Party within thirty (30) Days of the effective date of an order issuing a legally binding change, any resulting 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. In the event neither Party provides notice within thirty (30) Days, the

Section 2
Interpretation and Construction

effective date of the legally binding change shall be the Effective Date of the amendment unless the Parties agree to a different date. 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. 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.

2.2.1 In addition to, but not in limitation of, Section 2.2 above, nothing in this Agreement shall be deemed an admission by CenturyLink or CLEC concerning the interpretation or effect of any rule, regulation, statute, or interpretations thereof, including but not limited to the FCC's Triennial Review Order and/or its Triennial Review Remand Order and state rules, regulations, and laws as they may be issued or promulgated. Nothing in this Agreement shall preclude or estop CenturyLink or CLEC from taking any position in any forum concerning the proper interpretation or effect of any rule, regulation, or statute, or concerning whether the foregoing should be changed, vacated, dismissed, stayed or modified.

2.3 Unless otherwise specifically determined by the Commission, in cases of conflict between this Agreement and CenturyLink's Tariffs, PCAT, methods and procedures, technical publications, policies, product notifications or other CenturyLink documentation relating to CenturyLink's or CLEC's rights or obligations under this Agreement, then the rates, terms, and conditions of this Agreement 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 - CLEC INFORMATION

3.1 Except as otherwise required by law, CenturyLink 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 CLEC's execution of this Agreement. The Parties shall complete CenturyLink's "New Customer Questionnaire," as it applies to CLEC'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 CenturyLink'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 CLEC plans to order these services)

Design Layout Request – LIS Trunking and Unbundled Loop (if CLEC 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 CLEC identification codes;

Determine CenturyLink system requirements to support CLEC's specific activity;

Collect credit information;

Obtain Billing information;

Create summary bills;

Establish input and output requirements;

Create and distribute CenturyLink and CLEC contact lists; and

Identify CLEC hours and holidays.

3.2.2 CLECs that have previously completed a Questionnaire need not fill out a New Customer Questionnaire; however, CLEC will update its New Customer Questionnaire with any changes in the required information that have occurred and communicate those changes to CenturyLink. Before placing an order for a new product, CLEC will need to complete the relevant New Product Questionnaire and amend this Agreement.

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 CLEC and CenturyLink 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. CenturyLink'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, or is under common ownership or control with, another person. For purposes of this paragraph, the term 'own' means to own an equity interest (or the equivalent thereof) of more than 10 percent.

"AMI T1" is a transmission system sometimes used on loops to transmit DS1 signals (1.544 Mbps) using Alternate Mark Inversion (AMI) line code.

"Applicable Law" means all laws, statutes, common law, ordinances, codes, rules, guidelines, orders, permits and approval of any governmental regulations, including, but not limited to, the Act, the regulations, rules, and final orders of the FCC and the Commission, and any final orders and decisions of a court of competent jurisdiction reviewing the regulations, rules, or orders of the FCC or the Commission.

"Application Date" or "APP" means the date CLEC provides CenturyLink an application for service containing required information as set forth in this Agreement.

"ATIS" or "Alliance for Telecommunications Industry Solutions" is a North American telecommunication industry standards forum which, through its committees and working groups, creates, and publishes standards and guidelines designed to enable interoperability and Interconnection for Telecommunications products and services. ATIS Standards and Guidelines, as well as the standards of other industry fora, are referenced herein.

"Automated Message Accounting" or "AMA" is the structure inherent in Switch technology that initially records telecommunication message information. AMA format is contained in the AMA document, published by Telcordia Technologies, or its successors, as GR-1100-CORE which defines the industry standard for message recording.

"Automatic Location Identification" or "ALI" is the automatic display at the Public Safety Answering Point (PSAP) of the caller's telephone number, the address/location of the telephone and supplementary emergency services information for Enhanced 911 (E911).

"Automatic Location Identification/Database Management System" or "ALI/DBMS" is an Enhanced 911/ (E911) database containing End User Customer location information (including name, service address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point (PSAP) to route the call and used by the PSAP for emergency call handling (i.e., dispatch of emergency aid).

"Automatic Location Identification Gateway" or "ALI Gateway" is a computer facility into which CLEC delivers Automatic Location Identification (ALI) data for CLEC Customers. Access to the ALI Gateway will be via a dial-up modem using a common protocol.

"Automatic Number Identification" or "ANI" is the Billing telephone number associated with the access line from which a call originates. ANI and Calling Party Number (CPN) usually are the same number.

"Automatic Route Selection" or "ARS" is a service feature that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into a circuit Switch routing table or system.

"Basic Exchange Telecommunications Service" means, unless otherwise defined in Commission rules and then it shall have the meaning set forth therein, a service offered to End User Customers which provides the End User Customer with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such End User Customer to generally place calls to, or receive calls from, other stations on the public switched telecommunications network. Basic residence and business line services are Basic Exchange Telecommunications Services. As used solely in the context of this Agreement and unless otherwise agreed, Basic Exchange Telecommunications Service includes access to ancillary services such as 911, directory assistance and operator services.

"Bill Date" means the date on which a Billing period ends, as identified on the bill.

"Billing" involves the provision of appropriate usage data by one Telecommunications Carrier to another to facilitate Customer Billing with attendant acknowledgments and status reports. It also involves the exchange of information between Telecommunications Carriers to process claims and adjustments.

"Binder Groups" mean the sub-units of a cable, usually in groups of 25, 50 or 100 color-coded twisted pairs wrapped in colored tape within a cable.

"Bona Fide Request" or "BFR" shall have the meaning set forth in Section 17.

"Bridged Tap" means the unused sections of a twisted pair subtending the Loop between the End User Customer and the Serving Wire Center or extending beyond the End User Customer's location.

"Business Line" means a CenturyLink -owned switched access line used to serve a business customer, whether by CenturyLink itself or by CLEC that leases the line from CenturyLink. The

number of Business Lines in a Wire Center shall equal the sum of all CenturyLink business switched access lines, plus the sum of all UNE loops connected to that Wire Center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, Business Line tallies (1) shall include only those access lines connecting End User Customers with CenturyLink end-offices for switched services; (2) shall not include non-switched special access lines; and (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to twenty-four (24) 64 kbps-equivalents, and therefore to twenty-four (24) Business Lines.

"Busy Line Verify/Busy Line Interrupt" or "BLV/BLI Traffic" means a call to an operator service in which the caller inquires as to the busy status of or requests an interruption of a call on another End User Customer's Basic Exchange Telecommunications Service line.

"Calling Party Number" or "CPN" is a Common Channel Signaling (CCS) parameter which refers to the ten digit number transmitted through a network identifying the calling party. Reference CenturyLink Technical Publication 77342.

"Carrier" or "Common Carrier" See Telecommunications Carrier.

"Carrier Liaison Committee" or "CLC" is under the auspices of ATIS and is the executive oversight committee that provides direction as well as an appeals process to its subtending fora, the Network Interconnection Interoperability Forum (NIIF), the Ordering and Billing Forum (OBF), the Industry Numbering Committee (INC), and the Toll Fraud Prevention Committee (TFPC). On occasion, the CLC commissions ad hoc committees when issues do not have a logical home in one of the subtending forums. OBF and Network Installation and Maintenance Committee (NIMC) publish business process rules for their respective areas of concern.

"Central Office" means a building or a space within a building where transmission facilities or circuits are connected or switched.

"Central Office Switch" means a Switch used to provide Telecommunications Services, including, but not limited to:

"End Office Switches" which are used to terminate End User Customer station Loops, or equivalent, for the purpose of interconnecting to each other and to trunks; and

"Tandem Office Switches" (or "Tandem Switches") are used to connect and switch trunk circuits between and among other End Office Switches. CLEC Switch (es) shall be considered Tandem Office Switch (es) to the extent such Switch (es) serve(s) a comparable geographic area as CenturyLink's Tandem Office Switch. A fact-based consideration by the Commission of geography should be used to classify any Switch on a prospective basis.

"Centralized Automatic Message Accounting" or "CAMA" trunks are trunks using MF signaling protocol used to record Billing data.

"Centralized Message Distribution System" or "CMDS" means the operation system that Local Exchange Carriers use to exchange outcollect and IABS access messages among each other and other parties connected to CMDS.

"Centrex" shall have the meaning set forth in Section 6.2.2.9.

"Charge Number" is a Common Channel Signaling parameter, which refers to the number, transmitted through the network identifying the Billing number of the calling party. Charge Number frequently is not the Calling Party Number (CPN).

"Collocation" is an arrangement where CenturyLink provides space in CenturyLink Premises for the placement of CLEC's equipment to be used for the purpose of Interconnection or access to CenturyLink Unbundled Network Elements.

"Collocation – Point of Interconnection" or "C-POI" is the point outside CenturyLink's Wire Center where CLEC's fiber facility meets CenturyLink's Fiber Entrance Facility, except where CLEC uses an Express Fiber Entrance Facility. In either case, CenturyLink will extend or run the Fiber Entrance Facility to CLEC's Collocation Space.

"Commercial Mobile Radio Service" or "CMRS" is defined in 47 U.S.C. § 332 and FCC rules and orders interpreting that statute.

"Commingling" means the connecting, attaching, or otherwise linking of an Unbundled Network Element, or a Combination of Unbundled Network Elements, to one or more facilities or services that a requesting Telecommunications Carrier has obtained at wholesale from CenturyLink, or the combination of an Unbundled Network Element, or a Combination of Unbundled Network Elements, with one or more such facilities or services.

"Commingle" means the act of Commingling.

"Commission" means the Idaho Public Utilities Commission.

"Common Channel Signaling" or "CCS" means a method of exchanging call set up and network control data over a digital signaling network fully separate from the Public Switched Network that carries the actual call. Signaling System 7 ("SS7") is currently the preferred CCS method.

"Communications Assistance for Law Enforcement Act" or "CALEA" refers to the duties and obligations of Carriers to assist law enforcement agencies by intercepting communications and records, and installing pen registers and trap and trace devices.

"Competitive Local Exchange Carrier" or "CLEC" refers to a Party that has submitted a request, pursuant to this Agreement, to obtain Interconnection, access to Unbundled Network Elements, ancillary services, or resale of Telecommunications Services. CLEC is an entity authorized to provide local Exchange Service that does not otherwise qualify as an Incumbent Local Exchange Carrier (ILEC).

"Confidential Information" shall have the meaning set forth in Section 5.16.

"Cross Connection" is a cabling scheme between cabling runs, subsystems, and equipment using patch cords or jumper wires that attach to connection hardware on each end.

"Current Service Provider" means the Party from which an End User Customer is planning to switch its local Exchange Service or the Party from which an End User Customer is planning to port its telephone number(s).

"Custom Calling Features" comprise a group of features provided via a Central Office Switch without the need for special Customer Premises Equipment. Features include, but are not

limited to, call waiting, 3-way calling, abbreviated dialing (speed calling), call forwarding, and series completing (busy or no answer).

"Custom Local Area Signaling Service" or "CLASS" is a set of call-management service features consisting of number translation services, such as call forwarding and caller identification, available within a Local Access and Transport Area ("LATA"). Features include, but are not limited to, automatic callback, automatic recall, calling number delivery, Customer originated trace, distinctive ringing/call waiting, selective call forwarding and selective call rejection.

"Customer" is a Person to whom a Party provides or has agreed to provide a specific service or set of services, whether directly or indirectly. Customer includes Telecommunication Carriers. See also, End User Customer.

"Customer Premises Equipment" or "CPE" means equipment employed on the premises of a Person other than a Carrier to originate, route or terminate Telecommunications (e.g., a telephone, PBX, modem pool, etc.).

"Customer Usage Data" means the Telecommunications Service usage data of CLEC's Customer, measured in minutes, sub-minute increments, message units or otherwise, that is recorded by CenturyLink AMA equipment and forwarded to CLEC.

"Dark Fiber" shall have the meaning set forth in Section 9.7.1.

"Data Local Exchange Carrier" or "DLEC" is a CLEC interconnecting primarily for purposes of transporting data.

"Day" means calendar days unless otherwise specified.

"Dedicated Transport" means CenturyLink transmission facilities between Wire Centers or switches owned by CenturyLink, or between Wire Centers or switches owned by CenturyLink and switches owned by CLEC, including, but not limited to, DS1, DS3, and OCn-capacity level services, as well as Dark Fiber, dedicated to a particular End User Customer or carrier.

"Demarcation Point" means the point where CenturyLink owned or controlled facilities cease, and CLEC, End User Customer, premises owner or landlord ownership or control of facilities begin.

"Designed, Verified and Assigned Date" or "DVA" means the date on which implementation groups are to report that all documents and materials have been received and are complete.

"Desired Due Date" means the desired service activation date as requested by CLEC on a service order.

"Dialing Parity" shall have the meaning set forth in Section 14.1.

"Digital Cross Connect System" or "DCS" is a function which provides automated Cross Connection of Digital Signal Level 0 (DS0) or higher transmission bit rate digital channels within physical interface facilities. Types of DCS include but are not limited to DCS 1/0s, DCS 3/1s, and DCS 3/3s, where the nomenclature 1/0 denotes interfaces typically at the DS1 rate or greater with Cross Connection typically at the DS0 rate. This same nomenclature, at the appropriate rate substitution, extends to the other types of DCS specifically cited as 3/1 and 3/3.

