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IDAHO PUBLIC  
UTILITIES COMMISSION



**CenturyLink™**

*Via Overnight delivery*

March 1, 2012

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

Re: Case No. CEN-T-12-02 / CGS-T-12-02  
Application for Approval of Interconnection Agreement  
QuantumShift Communications, Inc.

Dear Ms. Jewell:

Enclosed for filing is an original and three copies of the Application for Approval of an Interconnection Agreement between Centurylink and QuantumShift Communications, Inc. 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

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**BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**

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

CASE NO.: CEN-T-12-02 / CGS-T-12-02  
**APPLICATION FOR APPROVAL OF  
INTERCONNECTION**

CenturyTel of Idaho, Inc., CenturyTel of the Gem State, Inc. d/b/a CenturyLink (“CenturyLink”) hereby files this Application for Approval of Interconnection Agreement (“Agreement”). The Agreement with QuantumShift Communications, Inc. (“QuantumShift”) 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”).

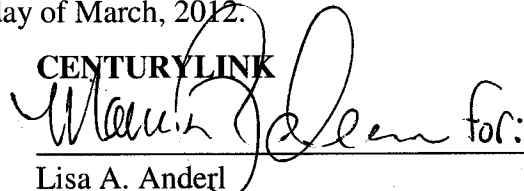
Section 252(e)(2) of the Act directs that a state Commission may reject an agreement reached through voluntary negotiations only if the Commission finds that: the agreement (or portion(s) thereof) discriminates against a telecommunications carrier not a party to this agreement; or the implementation 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 Quantumshift 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 1<sup>st</sup> day of March, 2012.

**CENTURYLINK**  
  
\_\_\_\_\_  
Lisa A. Anderl  
Attorney for CenturyLink

**CERTIFICATE OF SERVICE**

I hereby certify that on this 12 day of March, 2012, 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  
472 West Washington Street  
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12657 Alcosta Boulevard, Suite 418  
San Ramon, CA 94583

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- U. S. Mail
- Overnight Delivery
- Facsimile
- Email



---

Leslie Johnson

**RESALE AGREEMENT**

**By and between**

**CENTURYTEL OF IDAHO, INC DBA CENTURYLINK;  
CENTURYTEL OF THE GEM STATE, INC DBA CENTURYLINK**

**AND**

**QUANTUMSHIFT COMMUNICATIONS, INC.**

**FOR THE STATE OF IDAHO**

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## **AGREEMENT**

### **PREFACE & RECITALS**

This Resale Agreement (the "Agreement"), is by and between CenturyTel of Idaho, Inc., dba CenturyLink ; CenturyTel of the Gem State, Inc., dba CenturyLink, with its address for purposes of this Agreement at 100 CenturyLink Drive, Monroe, Louisiana 71203 ("CenturyLink"), and QuantumShift Communications, Inc., in its capacity as a certified provider of local wireline Telecommunications Service ("QuantumShift"), with its address for this Agreement at 12657 Alcosta Boulevard, suite 418, San Ramon, CA 94583. CenturyLink and QuantumShift are herein referred to collectively as the "Parties" and each individually as a "Party" provided however, that even though this Agreement refers to the Incumbent Local Exchange Carriers doing business as "CenturyLink" by a single name, the terms and provisions of this Agreement shall apply separately and independently with respect to each of such separate, legal, entities, not as a collective group, and the exercise, assertion, application, waiver or enforcement of each and any of the terms, obligations, duties, liabilities, rights, privileges or other interests embodied in this Agreement by or against any of such Incumbent Local Exchange Carriers shall pertain, in each instance, only with respect to a single, individual Incumbent Local Exchange Carrier, and shall not be deemed to apply in an aggregate fashion to any of the other Incumbent Local Exchange Carriers who are signatory parties to this Agreement, unless mutually agreed upon in a separate written instrument executed by each affected entity. Thus, for example, separate orders, arrangements and facilities must be made by QuantumShift with respect to interconnection with and use of the network, facilities, property, and services of each separate Local Exchange Carrier entity that is a party to this agreement, and none of the Local Exchange Carriers shall be deemed to represent (by constructive receipt or otherwise) any of the other Local Exchange Carriers or their networks, facilities, property or services. This Agreement establishes the rates, terms and conditions for local Interconnection, collocation, local resale, and purchase of unbundled Network Elements (individually referred to as "service" or collectively as the "services). This Agreement covers services in the State of Idaho only (the "State").

**WHEREAS**, Section 251 of the Telecommunications Act of 1996 (the "Act") imposes specific obligations on LECs with respect to the resale of their Telecommunications Services,

**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, and without waiving any reservation of rights set forth herein, CenturyLink and QuantumShift hereby covenant and agree as follows:

**ARTICLE I: PURPOSE, INTENT AND SCOPE OF AGREEMENT**

**1.0 PURPOSE OF THE AGREEMENT**

This Agreement governs the purchase by QuantumShift of certain Telecommunications Services provided by CenturyLink in its franchised areas in the State pursuant to the obligations of Local Exchange Carriers under the Telecommunications Act of 1996, and as amended from time to time and codified at 47 U.S.C. §§ 151, *et seq.* This Agreement will be submitted to the State Public Service or Public Utilities Commission, as applicable (the "Commission") for approval. The Parties agree that their entry 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 and/or matters related to CenturyLink's rates and cost recovery that may be covered in this Agreement. QuantumShift agrees to accept these terms and conditions with CenturyLink based on this Agreement as reciprocal where applicable.

**2.0 INTENT OF THE AGREEMENT**

Whereas Sections 251 and 252 of the Telecommunications Act of 1996, as amended from time to time, impose specific obligations on the Parties to interconnect with each other's networks and access to certain services and facilities, the terms and conditions contained in this Agreement are intended to set forth the specific arrangements and services by which the Parties will discharge their respective obligations under Applicable Law. Furthermore, to the extent they apply to CenturyLink's provision of services and/or facilities to QuantumShift, such terms are intended to apply only to the extent required by Applicable Law.

**3.0 SCOPE OF THE AGREEMENT**

The following constitute parts of this Agreement:

Agreement:	Preface & Recitals
Article I:	Purpose, Intent and Scope of Agreement
Article II:	Definitions
Article III:	General Terms & Conditions
Article IV:	Resale
Article V:	Maintenance
Article VI:	Access to Operations Support Systems (OSS)
Article VII:	Pricing
	Signature Page

The terms and conditions set forth in the Agreement, together with those set forth in its given Articles, are integrally and legitimately related, and shall govern the provision of services and/or facilities by CenturyLink to QuantumShift.

## **ARTICLE II: DEFINITIONS**

### **1.0 GENERAL RULES**

- 1.1 Unless the context clearly indicates otherwise, the definitions set forth in Section 2 of this Article II shall apply to all Articles and Appendices contained in this Agreement. A defined term intended to convey the meaning stated in this Article II is capitalized when used.
- 1.2 Additional definitions that are specific to the matters covered in a particular Article, Appendix or provision may appear in that Article, Appendix or provision. To the extent that there is any conflict between a definition set forth in this Article II and any definition in a specific Article, Appendix or provision, the definition set forth in the specific Article, Appendix or provision shall control with respect to that Article, Appendix or provision.
- 1.3 Capitalized terms that are not otherwise defined in this Article II or Agreement but are defined in the Telecommunications Act of 1996 ("Act") and/or the orders and rules implementing the Act shall have the meaning set forth in the Act or in such orders and rules.
- 1.4 Terms used in a Tariff shall have the meanings stated in the Tariff or State Price List in states where detariffing regulation has been implemented.
- 1.5 Unless the context clearly indicates otherwise, any term defined in this Article II which is defined or used in the singular shall include the plural, and any term defined in this Article II which is defined or used in the plural shall include the singular.
- 1.6 The words "shall" and "will" are used interchangeably throughout the Agreement and the use of either indicates a mandatory requirement. The use of one or the other shall not confer a different degree of right or obligation for either Party.

### **2.0 DEFINITIONS**

#### **2.1 "Act" or "the Act"**

The Communications Act of 1934, as amended by the Telecommunications Act of 1996, and as amended from time to time and codified at 47 U.S.C. §§ 151, *et seq.*

#### **2.2 Advanced Services**

"Advanced Services" means intrastate or interstate wireline Telecommunications Services (including, but not limited to, ADSL, IDSL, xDSL, Frame Relay and Cell Relay) that rely on packetized or Packet Switched technology that enable

users to originate and receive high-quality voice, data, graphics and/or video telecommunications using any technology.

2.3 **Affiliate**

“Affiliate” shall have the meaning set forth in § 153(1) of the Act.

2.4 **Answer Supervision**

An off-hook supervisory signal.

2.5 **Applicable Law**

All effective laws, statutes, common law, governmental regulations, ordinances, codes, rules, guidelines, orders, permits and approvals of any governmental authority (including, without limitation, the Commission and the FCC) that apply to the subject matter of this Agreement.

2.6 **As-Is Transfer (AIT)**

The transfer of all Telecommunications Services and features available for resale that are currently being provided for a specific account, without the requirements of a specific enumeration of the services and features on the Local Service Request (LSR), with all such services being provided “as is.”

2.7 **Automated Message Accounting (AMA)**

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

2.8 **Bill Date**

The effective date for which a CenturyLink service is billed and/or invoiced to a customer. The Bill Date shall be the date one day past the billing cycle close date. The Bill Date is the same date each month for recurring bills and is included on any such bill or invoice.

2.9 **Bill Due Date**

Refers to the date that a bill or invoice is due and payable. The Bill Due Date shall be the date thirty (30) days from the Bill Date.

2.10 **Business Day**

Monday through Friday, 8 am to 5 pm Central Standard or Daylight Savings time, except for (1) holidays observed by the United States government; (2) days on which the non-priority U.S. mail is not delivered; and (3) company holidays on which CenturyLink is officially closed for business and except as otherwise specifically stated or provided for in other documentation incorporated into this agreement.

**2.11 Carrier Identification Code (CIC)**

Four-digit numbers used by End User Customers to reach the services of Interexchange Carriers (IXCs).

**2.12 Central Office (CO)**

A telephone company building where customer lines are joined to a switch or switches for connection to the PSTN.

**2.13 Central Office Switch**

A switch used to provide Telecommunications Services including (1) End Office Switches which are Class 5 switches from which end-user Telephone Exchange Services are directly connected and offered, and (2) Tandem Office Switches which are Class 4 switches 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).

**2.14 CenturyLink Operating Company (CTOC) or CenturyLink**

The single CenturyLink Operating Company in the State that is a Party to this Agreement.

**2.15 Intentionally left blank**

**2.16 CenturyLink Standard Practices**

CenturyLink Standard Practices are procedures for service ordering, provisioning, billing, maintenance, trouble reporting and repair for wholesale services. CenturyLink Standard Practices which may be amended from time to time.

**2.17 Certificate of Operating Authority**

A certification by the State Commission that QuantumShift has been authorized to operate within the State as a provider of local Telephone Exchange Services within CenturyLink's local service area; in many states this certification is known as a Certificate of Public Convenience and Necessity.

2.18 **CLASS**

An acronym for Custom Local Area Signaling Services. CLASS is based on the availability of Common Channel Signaling (CCS). CLASS consists of number-translation services such as call-forwarding and caller identification, available within a local exchange. CLASS is a service mark of Bellcore, now Telcordia.

2.19 **CLEC Pre-ordering Forms**

Forms required to be completed and submitted to CenturyLink by any Telecommunications Carrier requesting the ability to initiate any order submission to CenturyLink. Among other things, a Telecommunication Carrier is required to provide CenturyLink, the following: its Operating Company Number (OCN), Company Code (CC), and Customer Carrier Name Abbreviation (CCNA).

2.20 **Commission**

The State Public Service or Public Utility Commission, as applicable.

2.21 **Competitive Local Exchange Carrier (CLEC)**

A "Local Exchange Carrier," as defined in § 153(26) of the Act, authorized to provide Telephone Exchange Services or Exchange Access services in competition with an ILEC.

2.22 **Contract Year**

A twelve (12) month period during the term of the Agreement commencing on the Effective Date and each anniversary thereof.

2.23 **Conversation Time**

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.

2.24 **Customer Proprietary Network Information (CPNI)**

"Customer Proprietary Network Information" or "CPNI" shall have the meaning set forth in 47 U.S.C. § 222.

2.25 **Customer Service Record (CSR)**

A record detailing the services to which an End User Customer subscribes from its telecommunications provider(s).

2.26 **Customer Service Record Search**

A process requested by CLEC for basic account information, listing/directory information, service and equipment listing, and billing information for a customer. The CLEC must have obtained a LOA from the End User Customer prior to requesting a Customer Service Record Search. A Customer Service Record Search will be obtained by means of a LSR where such request is permitted by the provisions of this Agreement.

2.27 **Disconnect Supervision**

An on-hook supervisory signal end at the completion of a call.

2.28 **Disputed Amounts**

An amount or any portion of bill or invoice sent to a Party that the billed Party contends, in good faith, is not due and payable. For an amount to qualify as a Disputed Amount, the billed Party must provide written notice to the billing Party of the nature and amount of the disputed charge(s) using the process and time period established by the billing Party.

2.29 **E-911 Service**

An emergency telephone system which includes network switching, database and CPE elements capable of providing selective routing, selective transfer, fixed transfer, caller routing and location information, and/or ALI and is used to route 911 calls to a PSAP that uses a customer location database to determine the location to which a call should be routed.

2.30 **Effective Date**

The date on which the last Party to this Agreement executes the Agreement, unless prior Commission approval is required in order to make the Agreement effective between the Parties except that the initiation of a new QuantumShift account, any new provision of service or obligation or any revision to currently existing services or obligations shall not take effect for 60 days to accommodate required initial processes. If such Commission approval is required, the Effective Date shall be either the date on which the Commission deems the Agreement approved or, the date on which the Commission deems the Agreement effective, whichever the case may be.

2.31 **Electronic File Transfer (EFT)**

A system or process that utilizes an electronic format and protocol to send/receive data files.

2.32 **"End User" or "End User Customer"**

Any individual, business, association, corporation, government agency or entity other than an Interexchange Carrier (IXC), Competitive Access Provider (CAP) or Commercial Mobile Radio Service (CMRS) provider (also known as a Wireless Carrier) that subscribes to Telecommunications Services provided by either of the Parties and does not resell it to others. As used herein, this term does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

2.33 **Exchange Access**

Exchange Access shall have the meaning set forth in § 153(16) the Act.

2.34 **Exchange Message Interface (EMI)**

An Exchange Message Interface is the standard used for the exchange of telecommunications message information among Telecommunications Carriers for billable, non-billable, sample, settlement, and study data. An Exchange Message Interface (EMI) was formerly known as an Exchange Message Record (EMR).

2.35 **Intentionally left blank.**

2.36 **Facility**

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 as used in Article III.

2.37 **FCC**

The Federal Communications Commission.

2.38 **Federal Universal Service Charge (FUSC)**

An end-user charge that allows a Telecommunications Carrier to recover the costs of its universal service contributions from its customers.

2.39 **Federal Universal Service Fund (FUSF)**

A fund administered by the National Exchange Carriers Association (NECA) into which Telecommunications Carriers pay their universal service contributions.

2.40 **Foreign Exchange (FX)**

Service offerings of local exchange carriers that are purchased by customers and which allow such customers to obtain Telephone Exchange Service from a mandatory local calling area other than the mandatory local calling area in which



the customer is physically located. Examples of this type of service include, but are not limited to, Foreign Exchange Service, CENTREX with Foreign Exchange Telephone Service Option, and ISDN-PRI Out-of-Calling Scope (both Two-Way and Terminating Only).

**2.41 Incumbent Local Exchange Carrier (ILEC)**

An "Incumbent Local Exchange Carrier" or "ILEC" shall have the meaning set forth in 47 U.S.C. § 251(h).

**2.42 Intentionally left blank**

**2.43 Inside Wire or Inside Wiring**

Inside Wire or Inside Wiring is wiring within the customer premise that is owned or controlled by CenturyLink that extends to the point of demarcation of CenturyLink's outside plant. The point of demarcation shall have the meaning set forth in 47 C.F.R. § 68.105..

**2.44 Intellectual Property**

For purposes of this Agreement, "Intellectual Property" means (a) inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, patents, patent applications and patent disclosures, and all reissuances, continuations, revisions, extensions and re-examinations thereof, (b) trademarks, service marks, trade dress, logos, trade names, domain names and corporate names, and translations, adaptations, derivations and combinations thereof and goodwill associated therewith, and all applications, registrations and renewals in connection therewith, (c) copyrightable works, copyrights and applications, registrations and renewals relating thereto, (d) mask works and applications, registrations and renewals relating thereto, (e) trade secrets and confidential business information (including ideas, research and development, know-how, formulae, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) computer software (including data and related documentation), (g) other proprietary rights, and (h) copies and tangible embodiments thereof (in whatever form or medium).

**2.45 Intellectual Property Claim**

For purposes of this Agreement, "Intellectual Property Claim" means any actual or threatened claim, action or proceeding relating to Intellectual Property.

2.46 **Interexchange Carrier (IXC)**

A carrier that provides, directly or indirectly, InterLATA or IntraLATA Telephone Toll Service.

2.47 **Local Calling Area (LCA)**

Local Calling Area (LCA) traffic is traffic originates and terminates in the local exchange area, and any mandatory Extended Area Service (EAS) exchanges, as defined in CenturyLink's local exchange tariffs.

2.48 **Local Exchange Carrier (LEC)**

"Local Exchange Carrier" or "LEC" shall have the meaning set forth in § 153(26) of the Act.

2.49 **Local Service Request (LSR)**

The Ordering and Billing Forum document designated by CenturyLink to be used by the Parties to establish, add, change or disconnect local Telecommunications Services for the purpose of providing competitive local Telecommunications Services. Sometimes referred to as a Service Order.

2.50 **National Security Emergency Procedures (NSEP)**

Federal procedures that apply to Telecommunications Carriers that are used to maintain a state of readiness or to respond to and manage any event or crisis that causes or could cause injury or harm to the population, damage to or loss of property, or degrade or threaten the national security or emergency preparedness of the United States.

2.51 **911 Service**

An emergency reporting system to facilitate the reporting of emergencies requiring response by a public safety agency whereby a caller can dial a common number (911) for emergency services. Basic 911 is an emergency telephone system which automatically connects 911 callers to a designated answering point. Call routing is determined by originating Central Office only. Basic 911 may or may not support ANI and/or ALI.

2.52 **Numbering Plan Area (NPA)**

Also sometimes referred to as an "area code," an NPA 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 that may be provided across multiple geographic NPA areas. 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

2.53 **NXX, NXX Code, Central Office Code or CO Code**

The three-digit switch entity indicator that 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.

2.54 **Operations Support Systems (OSS)**

The pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by CenturyLink's databases and information.

2.55 **Optional EAS Traffic**

Optional EAS Traffic is local calling scope traffic that, under an optional rate package chosen by the End User Customer, terminates at a physical location outside of that End User Customer's Local Calling Area or mandatory Extended Area Service (EAS).

2.56 **Party or Parties**

"Party" shall mean CenturyLink or QuantumShift depending on the context. "Parties" refers collectively to both CenturyLink and QuantumShift.

2.57 **Public Safety Answering Point (PSAP)**

A facility that has been designated to receive 911 calls and route them to emergency services personnel. A PSAP may be designated as Primary or Secondary. Primary PSAPs are facilities to which 911 calls are routed directly from the 911 control office; Secondary PSAPs are facilities to which 911 calls are transferred from a Primary PSAP.

2.58 **"Repeatedly delinquent"**

As used in Article III, "repeatedly delinquent" shall refer to the failure to remit or pay a bill under this Agreement within thirty (30) calendar days after the bill due date, three (3) or more times during a twelve (12) month period..

2.59 **Routine Network Modifications**

