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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-05-04

**APPLICATION FOR APPROVAL OF
INTERCONNECTION AGREEMENT**

Qwest Corporation (“Qwest”) hereby files this Application for Approval of Interconnection Agreement (“Agreement”) with Vycera Communications, Inc. (“Vycera”). 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.

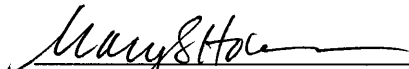
Qwest respectfully submits that this Agreement provides no basis for either of these findings, and, therefore requests that the Commission approve this Agreement expeditiously. This Agreement is consistent with the public interest as identified in the pro-competitive policies of the State of Idaho, the Commission, the United States Congress, and the Federal Communications Commission. Expeditious approval of this Agreement will enable Vycera to

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

Qwest 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 17th day of February, 2005.

Qwest Corporation



Mary S. Hobson
Stoel Rives LLP, Attorneys for Qwest

CERTIFICATE OF SERVICE

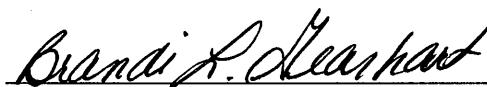
I hereby certify that on this 17th day of February, 2005, I served the foregoing **APPLICATION FOR APPROVAL OF INTERCONNECTION AGREEMENT** upon all parties of record in this matter as follows:

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Legal Secretary to Mary S. Hobson
Stoel Rives LLP

INTERCONNECTION AGREEMENT

**TERMS AND CONDITIONS FOR INTERCONNECTION,
UNBUNDLED NETWORK ELEMENTS, ANCILLARY SERVICES,
AND RESALE OF TELECOMMUNICATION SERVICES
BETWEEN**

QWEST CORPORATION

AND

VYCERA COMMUNICATIONS, INC.

FOR THE STATE OF IDAHO

CDS-050126-0049

TABLE OF CONTENTS

SECTION 1.0 - GENERAL TERMS	2
SECTION 2.0 - INTERPRETATION AND CONSTRUCTION	4
SECTION 3.0 - CLEC INFORMATION	6
SECTION 4.0 - DEFINITIONS	8
SECTION 5.0 - TERMS AND CONDITIONS	28
5.1 GENERAL PROVISIONS	28
5.2 TERM OF AGREEMENT	29
5.3 PROOF OF AUTHORIZATION	29
5.4 PAYMENT	30
5.5 TAXES	32
5.6 INSURANCE	32
5.7 FORCE MAJEURE	33
5.8 LIMITATION OF LIABILITY	34
5.9 INDEMNITY	34
5.10 INTELLECTUAL PROPERTY	35
5.11 WARRANTIES	38
5.12 ASSIGNMENT	38
5.13 DEFAULT	39
5.14 DISCLAIMER OF AGENCY	39
5.15 SEVERABILITY	39
5.16 NONDISCLOSURE	39
5.17 SURVIVAL	42
5.18 DISPUTE RESOLUTION	42
5.19 CONTROLLING LAW	45
5.20 RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION	45
5.21 NOTICES	45
5.22 RESPONSIBILITY OF EACH PARTY	46
5.23 NO THIRD PARTY BENEFICIARIES	46
5.24 INTENTIONALLY LEFT BLANK	46
5.25 PUBLICITY	46
5.26 EXECUTED IN COUNTERPARTS	47
5.27 COMPLIANCE	47
5.28 COMPLIANCE WITH THE COMMUNICATIONS ASSISTANCE LAW ENFORCEMENT ACT OF 1994	47
5.29 COOPERATION	47
5.30 AMENDMENTS	47
5.31 ENTIRE AGREEMENT	48
SECTION 6.0 – RESALE	49
6.1 DESCRIPTION	49
6.2 TERMS AND CONDITIONS	49
6.3 RATES AND CHARGES	54
6.4 ORDERING PROCESS	55
6.5 BILLING	56
6.6 MAINTENANCE AND REPAIR	56
6.7 COMMINGLING OF RESOLD SERVICES WITH UNBUNDLED NETWORK ELEMENTS AND COMBINATIONS OF UNBUNDLED NETWORK ELEMENTS	57

TABLE OF CONTENTS

SECTION 7.0 - INTERCONNECTION	58
7.1 INTERCONNECTION FACILITY OPTIONS	58
7.2 EXCHANGE OF TRAFFIC	60
7.3 RECIPROCAL COMPENSATION	70
7.4 ORDERING	74
7.5 JOINTLY PROVIDED SWITCHED ACCESS SERVICES	75
7.6 TRANSIT RECORDS	76
7.7 LOCAL INTERCONNECTION DATA EXCHANGE FOR BILLING	76
SECTION 8.0 - COLLOCATION	78
8.1 DESCRIPTION	78
8.2 TERMS AND CONDITIONS	80
8.3 RATE ELEMENTS	111
8.4 ORDERING	119
8.5 BILLING	135
8.6 MAINTENANCE AND REPAIR	136
SECTION 9.0 - UNBUNDLED NETWORK ELEMENTS	138
9.1 GENERAL TERMS	138
9.2 UNBUNDLED LOOPS	144
9.3 SUBLOOP UNBUNDLING	164
9.4 INTENTIONALLY LEFT BLANK	175
9.5 NETWORK INTERFACE DEVICE (NID)	175
9.6 UNBUNDLED DEDICATED INTEROFFICE TRANSPORT (UDIT)	179
9.7 INTENTIONALLY LEFT BLANK	183
9.8 INTENTIONALLY LEFT BLANK	183
9.9 INTENTIONALLY LEFT BLANK	183
9.10 INTENTIONALLY LEFT BLANK	183
9.11 INTENTIONALLY LEFT BLANK	183
9.12 INTENTIONALLY LEFT BLANK	183
9.13 INTENTIONALLY LEFT BLANK	183
9.14 INTENTIONALLY LEFT BLANK	183
9.15 INTENTIONALLY LEFT BLANK	183
9.16 INTENTIONALLY LEFT BLANK	183
9.17 INTENTIONALLY LEFT BLANK	183
9.18 ADDITIONAL UNBUNDLED ELEMENTS	183
9.19 CONSTRUCTION CHARGES	183
9.20 INTENTIONALLY LEFT BLANK	183
9.21 LINE SPLITTING	183
9.22 INTENTIONALLY LEFT BLANK	187
9.23 UNBUNDLED NETWORK ELEMENT COMBINATIONS	187
9.24 LOOP SPLITTING	195
SECTION 10.0 - ANCILLARY SERVICES	199
10.1 INTERIM NUMBER PORTABILITY	199
10.2 LOCAL NUMBER PORTABILITY	206
10.3 911/E911 SERVICE	213
10.4 WHITE PAGES DIRECTORY LISTINGS	221
10.5 DIRECTORY ASSISTANCE	224
10.6 DIRECTORY ASSISTANCE LIST	228

TABLE OF CONTENTS

10.7 TOLL AND ASSISTANCE OPERATOR SERVICES.....	231
10.8 ACCESS TO POLES, DUCTS, CONDUITS, AND RIGHTS OF WAY	235
SECTION 11.0 - NETWORK SECURITY	250
SECTION 12.0 - ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS).....	256
12.1 DESCRIPTION.....	256
12.2 OSS SUPPORT FOR PRE-ORDERING, ORDERING AND PROVISIONING	256
12.3 MAINTENANCE AND REPAIR	267
SECTION 13.0 - ACCESS TO TELEPHONE NUMBERS	278
SECTION 14.0 - LOCAL DIALING PARITY.....	279
SECTION 15.0 - QWEST'S OFFICIAL DIRECTORY PUBLISHER.....	280
SECTION 16.0 - REFERRAL ANNOUNCEMENT	281
SECTION 17.0 - BONA FIDE REQUEST PROCESS.....	282
SECTION 18.0 - AUDIT PROCESS.....	285
SECTION 19.0 - CONSTRUCTION CHARGES	288
SECTION 20.0 - SERVICE PERFORMANCE	289
SECTION 21.0 - NETWORK STANDARDS	290
SECTION 22.0 - SIGNATURE PAGE.....	293

TABLE OF CONTENTS FOR EXHIBITS

EXHIBIT A	Rates
EXHIBIT B	Service Performance Indicators
EXHIBIT C	Service Interval Tables
EXHIBIT D	Qwest 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	Intentionally Left Blank
EXHIBIT I	Individual Case Basis (ICB)
EXHIBIT J	Intentionally Left Blank
EXHIBIT K	Performance Assurance Plan
EXHIBIT L	Advice Adoption Letter
EXHIBIT M	Interim Advice Adoption Letter

Section 1.0 - GENERAL TERMS

1.1 This Agreement for Interconnection, Unbundled Network Elements, ancillary services, and resale of Telecommunications Services is between Vycera Communications, Inc. ("CLEC"), a California corporation with offices at 12750 High Bluff Drive, Suite 200, San Diego, CA 92130, and Qwest Corporation (Qwest), a Colorado Corporation with offices at 1801 California Street, Denver, Colorado 80202, pursuant to Section 252(f) 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 there under.

1.2 Intentionally Left Blank.

1.3 This Agreement sets forth the terms, conditions and pricing under which Qwest 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 Qwest is 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.

1.4 Intentionally Left Blank.

1.5 Intentionally Left Blank.

1.6 Intentionally Left Blank.

1.7 Once this Agreement is approved, any amendment to the Agreement by the Parties will be accomplished through Section 252 of the Act. This Agreement can only be amended in writing, executed by the duly authorized representatives of the Parties.

1.7.1 Notwithstanding the above, if the Commission orders, or Qwest chooses to offer and CLEC desires to purchase, new Interconnection services, access to additional Unbundled Network Elements, additional ancillary services or Telecommunications Services available for resale which are not contained in the SGAT or a Tariff, Qwest will notify CLEC of the availability of these new services through the product notification process through the Change Management Process (CMP). CLEC must first complete the relevant section(s) of the New Product Questionnaire to establish ordering and Billing processes. In addition, the Parties shall amend this Agreement under one (1) of the following two (2) options:

1.7.1.1 If CLEC is prepared to accept Qwest's terms and conditions for such new product, CLEC shall execute a form Advice Adoption Letter (the form of which is attached hereto as Exhibit L), to be furnished by Qwest, and include as an attachment, the discreet terms and conditions available on Qwest's wholesale web site, that Qwest has identified as pertaining to the new product. CLEC shall submit the Advice Adoption Letter to the Commission for its approval. CLEC shall also provide the Advice Adoption Letter to Qwest pursuant to the notice provisions in this Agreement and may begin ordering the new product pursuant to the terms of this Agreement as amended by such Advice Adoption Letter.

1.7.1.2 If CLEC wishes to negotiate an amendment with different terms

and conditions than defined by Qwest for such new product, CLEC agrees to abide by those terms and conditions on an interim basis by executing the Interim Advice Adoption Letter (the form of which is attached hereto as Exhibit M) based upon the terms and conditions available on Qwest's wholesale web site that Qwest has identified as pertaining to the new product. The Interim Advice Adoption Letter will terminate when the final amendment is approved. The rates and to the extent practicable, other terms and conditions contained in the final amendment will relate back to the date the Interim Advice Adoption Letter was executed. No new product offering or accompanying Interim Advice Adoption Letter will be construed to limit or add to any rates, terms or conditions existing in this Agreement.

1.8 The Parties shall comply with Section 252(i) of the Act and Section 51.809 of the FCC's rules when amending their Interconnection Agreement. However, nothing in this provision precludes CLEC from seeking an amendment to its Interconnection Agreement pursuant to Section 1.7 of this Agreement, including seeking an amendment to include terms and conditions contained within Qwest's current SGAT, subject to Qwest's agreement. CLEC may not amend its Interconnection Agreement to include terms and conditions that may be contained within Qwest's current SGAT that have been affected by a change in applicable law. With respect to the terms and provisions of this Agreement, Qwest 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 rules, regulations, and laws, as of June 16, 2004 (the Existing Rules). Nothing in this Agreement shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the Existing Rules or an admission by Qwest or CLEC that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop Qwest 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. 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.

2.2.1 In addition to, but not in limitation of, 2.2 above, nothing in this Agreement shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the FCC's decision and rules adopted in *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket Nos. 01-338, 96-98 and 98-147, nor rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws as they may be issued or promulgated regarding the same (Decision(s)). Nothing in this Agreement shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of Decisions or concerning whether the Decision 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 Qwest's Tariffs, PCAT, methods and procedures, technical publications, policies, product notifications or other Qwest documentation relating to Qwest'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, 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 CLEC's execution of this Agreement. The Parties shall complete Qwest'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 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 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 Qwest 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 Qwest 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 Qwest. Before placing an order for a new product, CLEC will need to complete the relevant New Product Questionnaire and amend this Agreement, which may include an amendment pursuant to Section 1.7.1.

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 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, 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 Qwest 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" means 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.

