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April 17, 2003

RECEIVED

APR 21 2003

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

Pam Bonrud Elofson, Executive Director
Public Utilities Commission of the State of South Dakota
500 East Capitol Avenue
Pierre, SD 57501

Re: Filing of Unbundled Network Elements Combinations Amendment to the Interconnection Agreement between McLeodUSA Telecommunications Services, Inc. and Qwest Corporation
Our File No. 2104.078

Dear Ms. Bonrud:

Pursuant to ARSD 20:10:32:21 enclosed for filing are an original and ten (10) copies of the Unbundled Network Elements Combinations ("UNE") Amendment to the Interconnection Agreement between McLeodUSA Telecommunications Services, Inc. ("McLeod") and Qwest Corporation ("Qwest") for approval by the Commission. This is an amendment to the interconnection agreement between McLeod and Qwest which was approved by the Commission on July 23, 1999 in Docket No. TC99-057.

This Amendment is made in order to add the terms, conditions and rates for UNEs, as set forth in Attachment 1 and Exhibits A, B, and C to this Amendment.

McLeod has authorized Qwest to submit this Agreement and Amendment on McLeod's behalf.

Sincerely yours,

BOYCE, GREENFIELD, PASHBY & WELK, L.L.P.



Thomas J. Welk

TJW/vjj

Enclosures

cc: William Heaston – McLeod (enclosure letter only)
Lauraine Harding – McLeod (enclosure letter only)
Colleen Sevold
Mary Sullivan

Unbundled Network Elements Combinations (UNE Combinations) Amendment
to the
Interconnection Agreement
between

RECEIVED

Qwest Corporation
and

APR 21 2003

McLeodUSA Telecommunications Services, Inc.
for the State of South Dakota

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation (f/k/a U S WEST Communications, Inc.) ("Qwest"), a Colorado corporation, and McLeodUSA Telecommunications Services, Inc. ("CLEC"), an Iowa corporation.

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of South Dakota, that was approved by the South Dakota Public Utilities Commission on July 23, 1999, as referenced in Docket No. TC99-057 ("Agreement"); and

WHEREAS, the Parties wish to amend the Agreement under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Amendment Terms

The Agreement is hereby amended by adding the terms, conditions and rates for Unbundled Network Elements Combinations (UNE Combinations), as set forth in Attachment 1 and Exhibits A, B and C, attached hereto and incorporated herein.

2. Effective Date

This Amendment shall be deemed effective upon Commission approval; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

3. Amendments; Waivers

The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

4. Entire Agreement

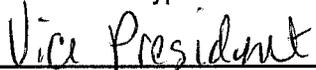
This Amendment (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Amendment and supersedes any prior understandings, agreements, amendments, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of this Amendment.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

McLeodUSA Telecommunications Services, Inc.



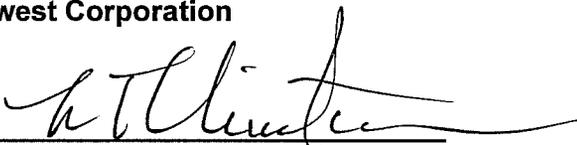
Authorized Signature

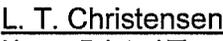

Name Printed/Typed


Title

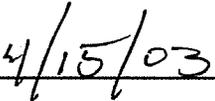

Date

Qwest Corporation



Authorized Signature


Name Printed/Typed


Title


Date

ATTACHMENT 1

9.23 Unbundled Network Elements Combinations (UNE Combinations)

9.23.1 General Terms

9.23.1.1 Qwest shall provide CLEC with non-discriminatory access to combinations of Unbundled Network Elements including but not limited to the UNE-Platform (UNE-P) and Enhanced Extended Loop (EEL), according to the following terms and conditions.

9.23.1.2 Qwest will offer to CLEC UNE Combinations, on rates, terms and conditions that are just, reasonable and non-discriminatory in accordance with the terms and conditions of this Amendment and the requirements of Section 251 and Section 252 of the Act, the applicable FCC rules, and other Applicable Laws. The methods of access to UNE Combinations described in this Amendment are not exclusive. Qwest will make available any other form of access requested by CLEC that is consistent with the Act and the regulations thereunder. CLEC shall be entitled to access to all combinations functionality as provided in FCC rules and other Applicable Laws. Qwest shall not require CLEC to access any UNE Combinations in conjunction with any other service or element unless specified in this Amendment or as required for technical feasibility reasons. Qwest shall not place any use restrictions or other limiting conditions on UNE Combination(s) accessed by CLEC except as specified in this Amendment or required by Existing Rules.

9.23.1.2.1 Changes in law, regulations or other "Existing Rules" relating to UNEs and UNE Combinations, including additions and deletions of elements Qwest is required to unbundle and/or provide in a UNE Combination, shall be incorporated into this Amendment. CLEC and Qwest agree that the UNEs identified in the Agreement are not exclusive and that pursuant to changes in FCC rules, state laws, or the Bona Fide Request process, CLEC may identify and request that Qwest furnish additional or revised UNEs to the extent required under Section 251(c)(3) of the Act and other Applicable Laws. Failure to list a UNE herein shall not constitute a waiver by CLEC to obtain a UNE subsequently defined by the FCC or the state Commission.

9.23.1.2.2 In addition to the UNE Combinations provided by Qwest to CLEC hereunder, Qwest shall permit CLEC to combine any UNE provided by Qwest with another UNE provided by Qwest or with compatible network components provided by CLEC or provided by third parties to CLEC in order to provide Telecommunications Services. Where specifically prohibited by applicable federal or state requirements, UNE Combinations will not be directly connected to a Qwest Finished Service, whether found in a Tariff or otherwise, without going through a Collocation, unless otherwise agreed to by the Parties. Notwithstanding the foregoing, CLEC can connect its UNE Combination to Qwest's Directory Assistance and Operator Services platforms.

9.23.1.2.3 Where a CLEC has been denied access to a DS1 Loop as a UNE due to lack of facilities, and where CLEC has requested and been denied the construction of new facilities to provide such Loop, CLEC may connect a

similar bandwidth tariffed service that it secures in lieu of that UNE to a transport UNE that it has secured from Qwest. Before making such connection, CLEC shall provide Qwest with evidence sufficient to demonstrate that it has fulfilled all of the prior conditions of this provision. This provision shall be changed as may be required to conform to the decisions of the FCC under any proceedings related to the Public Notice referred to in document FCC 00-183.

9.23.1.3 When ordered as combinations of UNEs, Network Elements that are currently combined and ordered together will not be physically disconnected or separated in any fashion except for technical reasons or if requested by CLEC. Network elements to be provisioned together shall be identified and ordered by CLEC as such. When CLEC orders in combination UNEs that are currently interconnected and functional, such UNEs shall remain interconnected or combined as a working service without any disconnection or disruption of functionality.

9.23.1.4 When ordered in combination, Qwest will combine for CLEC UNEs that are ordinarily combined in Qwest's network, provided that facilities are available.

9.23.1.5 When ordered in combination, Qwest will combine for CLEC UNEs that are not ordinarily combined in Qwest's network, provided that facilities are available and such combination:

9.23.1.5.1 Is Technically Feasible;

9.23.1.5.2 Would not impair the ability of other carriers to obtain access to UNEs or to interconnect with Qwest's network; and

9.23.1.5.3 Would not impair Qwest's use of its network.

9.23.1.6 When ordered in combination, Qwest will combine CLEC UNEs with Qwest UNEs, provided that facilities are available and such combination:

9.23.1.6.1 Is Technically Feasible;

9.23.1.6.2 Shall be performed in a manner that provides Qwest access to necessary facilities;

9.23.1.6.3 Would not impair the ability of other carriers to obtain access to UNEs or to interconnect with Qwest's network; and

9.23.1.6.4 Would not impair Qwest's use of its network.

9.23.2 Description

UNE Combinations are available in, but not limited to, the following standard products: a) UNE-P in the following form: (i) 1FR/1FB Plain Old Telephone Service (POTS), (ii) ISDN – either Basic Rate or Primary Rate, (iii) Digital Switched Service (DSS), (iv) PBX Trunks, and (v) Centrex; b) EEL (subject to the limitations set forth below). If CLEC desires access to a different UNE Combination, CLEC may request access through the Special Request Process set forth in Exhibit B of this Amendment. Qwest will provision UNE Combinations pursuant to the terms of this Amendment, provided that all UNEs making up the UNE Combination are

contained the Agreement. If Qwest develops additional UNE Combination products, CLEC can order such products without using the Special Request Process, but CLEC may need to submit a New Customer Questionnaire amendment before ordering such products.

9.23.3 Terms and Conditions

9.23.3.1 Qwest shall provide non-discriminatory access to UNE Combinations on rates, terms and conditions that are non-discriminatory, just and reasonable. The quality of a UNE Combination Qwest provides, as well as the access provided to that UNE Combination, will be equal between all carriers requesting access to that UNE Combination; and, where Technically Feasible, the access and UNE Combination provided by Qwest will be provided in "substantially the same time and manner" to that which Qwest provides to itself. In those situations where Qwest does not provide access to UNE Combinations itself, Qwest will provide access in a manner that provides CLEC with a meaningful opportunity to compete.

9.23.3.2 "UNE-P-POTS": 1FR/1FB lines are available to CLEC as a UNE Combination. UNE-P POTS is comprised of the following Unbundled Network Elements: Analog - 2 wire voice grade Loop, Analog Line Side Port and Shared Transport. All the vertical Switch features that are Technically Feasible for POTS are available with UNE-P-POTS. For complete descriptions please refer to the appropriate Unbundled Network Elements in the Agreement.

9.23.3.3 "UNE-P-PBX": PBX Trunks are available to CLEC as a UNE Combination. There are two (2) types of UNE-P-PBX: Analog Trunks and Direct Inward Dialing (DID) Trunks. UNE-P-PBX is comprised of the following Unbundled Network Elements: 2/4 Wire Analog Loop, Analog/DID Trunks, and Shared Transport. All the vertical Switch features that are Technically Feasible for Analog and DID PBX Trunks are available with UNE-P-PBX. For complete descriptions please refer to the appropriate Unbundled Network Elements in the Agreement.

9.23.3.4 "UNE-P-DSS": Digital Switched Service (DSS) is available to CLEC as a UNE Combination. UNE-P-DSS is comprised of the following Unbundled Network Elements: DS1 Capable Loop, Digital Line Side Port and Shared Transport. All the vertical Switch features that are Technically Feasible for Digital Switched Service are available with UNE-P-DSS. For complete descriptions please refer to the appropriate Unbundled Network Elements in the Agreement.

9.23.3.5 "UNE-P-ISDN": ISDN lines are available to CLEC as a UNE Combination. All the vertical Switch features that are Technically Feasible for ISDN are available with UNE-P-ISDN. There are two types of UNE-P-ISDN:

- a) Basic rate (UNE-P-ISDN-BRI) is comprised of the following Unbundled Network Elements: Basic ISDN Capable Loop, BRI Line Side Port and Shared Transport; and
- b) Primary rate (UNE-P-ISDN-PRI) – UNE-P-ISDN-PRI is comprised of the following Unbundled Network Elements: Basic ISDN Capable Loop, Digital Line Side Port and Shared Transport.

For complete descriptions please refer to the appropriate Unbundled Network Elements in the Agreement.

9.23.3.6 UNE-P-Centrex: – Centrex Service is available to CLEC as a UNE Combination. Centrex is comprised of the following Unbundled Network Elements: Analog - 2 wire voice grade Loop, Analog Line Side Port, and Shared Transport. All the vertical Switch features that are Technically Feasible for Centrex service are available with UNE-P-Centrex.

9.23.3.6.1 CLEC may also request a service change from Centrex 21, Centrex Plus or Centron service to UNE-P-POTS. The UNE-P-POTS line will contain the UNEs established in Section 9.23.3.2 of this Amendment.

9.23.3.6.2 Qwest will provide access to Customer Management System (CMS) with UNE-P-Centrex.

9.23.3.7 Enhanced Extended Loop (EEL) -- EEL is a Qwest-provided combination of Loop and dedicated interoffice transport and may also include multiplexing or concentration capabilities. EEL transport and Loop facilities may utilize DS0 through OC-192 or other existing bandwidths. In addition, DS0, DS1 and DS3 bandwidths are defined products. Other existing bandwidths can be ordered through the Special Request Process set forth in Exhibit B. Qwest has two EEL options: "EEL-Conversion" (EEL-C) and "EEL-Provision" (EEL-P).

9.23.3.7.1 Unless CLEC is specifically granted a waiver from the FCC which provides otherwise, and the terms and conditions of the FCC waiver apply to CLEC's request for a particular EEL, CLEC cannot utilize combinations of Unbundled Network Elements that include Unbundled Loop and unbundled interoffice dedicated transport to create a UNE Combination unless CLEC establishes to Qwest that it is using the combination of Network Elements to provide a significant amount of local exchange traffic to a particular End User Customer. The significant amount of local use requirement does not apply to combinations of Loop and multiplexing when the high side of the multiplexer is connected via an ITP for CLEC's Collocation.

9.23.3.7.2 To establish that an EEL is carrying a "Significant Amount of Local Exchange Traffic," one of the following three (3) local service options must exist:

9.23.3.7.2.1 Option 1: CLEC must certify to Qwest that it is the exclusive provider of an End User Customer's Local Exchange Service and that the Loop transport combination originates at a Customer's premises and that it terminates at CLEC's Collocation arrangement in at least one Qwest Central Office. This condition, or option, does not allow Loop-transport combinations to be connected to Qwest's Tariffed services.

9.23.3.7.2.2 Option 2: CLEC must certify that it provides local exchange and Exchange Access service to the End User Customer's premises and handles at least one-third (1/3) of the End User Customer's local traffic measured as a percent of total End User Customer local dial

tone lines; and for DS1 level circuits and above, at least fifty percent (50%) of the activated channels on the Loop portion of the Loop and transport combination have at least five percent (5%) local voice traffic individually; and the entire Loop facility has at least ten percent (10%) local voice traffic; and the Loop/transport combination originates at a Customer's premises and terminates at CLEC's Collocation arrangement in at least one Qwest Central Office; and if a Loop/transport combination includes multiplexing, each of the multiplexed facilities must meet the above criteria outlined in this paragraph. (For example, if DS1 Loops are multiplexed onto DS3 transport, each of the individual DS1 facilities must meet the criteria outlined in this paragraph in order for the DS1/DS3 Loop/transport combination to qualify for UNE treatment). This condition, or option, does not allow Loop-transport combinations to be connected to Qwest's Tariffed services.

9.23.3.7.2.3 Option 3: CLEC must certify that at least fifty percent (50%) of the activated channels on a circuit are used to provide originating and terminating local dial tone service and at least fifty percent (50%) of the traffic on each of these local dial tone channels is local voice traffic; and the entire Loop facility has at least thirty-three percent (33%) local voice traffic; and if a Loop/transport combination includes multiplexing, each of the multiplexed facilities must meet the above criteria. For example, if DS1 Loops are multiplexed onto DS3 transport, each of the individual DS1 facilities must meet the criteria as outlined in this paragraph in order for the DS1/DS3 Loop/transport combination to qualify for UNE treatment. This condition, or option, does not allow Loop-transport combinations to be connected to Qwest's Tariffed services. Under this option, Collocation is not required. Under this option, CLEC does not need to provide a defined portion of the End User Customer's local service, but the active channels on any Loop-transport combinations, and the entire facility, must carry the amount of local exchange traffic specified in this option.

9.23.3.7.2.4 When CLEC certifies to Qwest through a certification letter, or other mutually agreed upon solution, that the combination of elements is carrying a "Significant Amount of Local Exchange" Traffic, then Qwest will provision the EEL or convert the Special Access circuit to an EEL-C. For each EEL or Special Access circuit, CLEC shall indicate in the certification letter under which local usage option, set forth in paragraph 9.23.3.7.2.1, 9.23.3.7.2.2 or 9.23.3.7.2.3, it seeks to qualify the circuit.

9.23.3.7.2.5 CLEC's local service certification shall remain valid only so long as CLEC continues to satisfy one (1) of the three (3) options set forth in Section 9.23.3.7.2 of this Amendment. CLEC must provide a service order converting the EEL to Private Line/Special Access Circuit to Qwest within thirty (30) days if CLEC's certification on a given circuit is no longer valid.

9.23.3.7.2.6 In order to confirm reasonable compliance with these requirements, Qwest may perform audits of CLEC's records

according to the following guidelines:

- a) Qwest may, upon thirty (30) days written notice to a CLEC that has purchased Loop/transport combinations as UNEs, conduct an audit to ascertain whether those Loop/transport combinations were eligible for UNE treatment at the time of conversion and on an ongoing basis thereafter.
- b) CLEC shall make reasonable efforts to cooperate with any audit by Qwest and shall provide Qwest with relevant records (e.g., network and circuit configuration data, local telephone numbers) which demonstrate that CLEC's Unbundled Loop transport combination is configured to provide Local Exchange Service in accordance with its certification.
- c) An independent auditor hired and paid for by Qwest shall perform any audits, provided, however, that if an audit reveals that CLEC's EEL circuit(s) do not meet or have not met the certification requirements, then CLEC shall reimburse Qwest for the cost of the audit.
- d) An audit shall be performed using industry audit standards during normal business hours, unless there is a mutual agreement otherwise.
- e) Qwest shall not exercise its audit rights with respect to a particular CLEC (excluding Affiliates), more than once in any calendar year, unless an audit finds non-compliance. If an audit does find non-compliance, Qwest shall not exercise its audit rights for 60 days following that audit, and if any subsequent audit does not find non-compliance, then Qwest shall not exercise its audit rights for the remainder of the calendar year.
- f) At the same time that Qwest provides notice of an audit to CLEC under this paragraph, Qwest shall send a copy of the notice to the Federal Communications Commission.
- g) Audits conducted by Qwest for the purpose of determining compliance with certification criteria shall not effect or in any way limit any audit rights that Qwest may have pursuant to an Interconnection agreement between CLEC and Qwest.
- h) Qwest shall not use any other audit rights it may have pursuant to an Interconnection agreement between CLEC and Qwest to audit for compliance with the local exchange traffic requirements of Section 9.23.3.7.2. Qwest shall not require an audit as a prior prerequisite to Provisioning EELs.
- i) CLEC shall maintain appropriate records to support its certification. However, CLEC has no obligation to keep any records that it does not keep in the ordinary course of its business.

9.23.3.7.2.7 Qwest will not provision EEL or convert Private Line/Special Access to an EEL if Qwest records indicate that the Private Line/Special Access is or the EEL will be connected directly to a Tariffed service or if, in options 1 and 2 above, the EEL would not terminate at CLEC's Collocation arrangement in at least one (1) Qwest Central Office.

9.23.3.7.2.8 If an audit demonstrates that an EEL does not meet the local use requirements of Section 9.23.3.7.2 on average for two (2) consecutive months for which data is available, then the EEL shall be converted to special access or private line rates within thirty (30) days.

9.23.3.7.2.9 If CLEC learns for any reason that an EEL does not meet the local use requirements of Section 9.23.3.7.2, then the EEL shall be converted to special access or private line rates within thirty (30) days. CLEC has no ongoing duty to monitor EELs to verify that they continue to satisfy the local use requirements of Section 9.23.3.7.2, except that if any service order activity occurs relating to an EEL, then CLEC must verify that the EEL continues to satisfy the local use requirements of Section 9.23.3.7.2. Any disputes regarding whether an EEL meets the local use requirements shall be handled pursuant to the dispute resolution provisions of the Agreement. While a dispute is pending resolution, the status quo will be maintained and the EEL will not be converted to special access or private line rates.

9.23.3.7.2.10 No private line or other Unbundled Loop shall be available for conversion into an EEL or be combined with other elements to create an EEL if it utilizes shared use Billing, commonly referred to as ratcheting. Any change to a private line or other Unbundled Loop including changes to eliminate shared use Billing for any or all circuits, prior to conversion of those circuits to EEL shall be conducted pursuant to the processes, procedures, and terms pursuant to which such private line or Loop was provisioned. Any appropriate charges from such processes, procedures, and terms shall apply (sometimes referred to as "grooming charges").

9.23.3.7.2.11 EEL-C is the conversion of an existing Private Line/Special Access service to a combination of Loop and transport UNEs. Retail and/or resale private line circuits (including multiplexing and concentration) may be converted to EEL-C if the conversion is Technically Feasible and they meet the terms of this Section 9.23.3.7. Qwest will make EEL-Conversion Combinations available to CLEC upon request. Qwest will provide CLEC with access to EEL-Conversion Combinations according to the standard intervals set forth in Exhibit C.

9.23.3.7.2.11.1 CLEC must utilize EEL-C to provide a significant amount of Local Exchange Service in accordance with the three options listed under Section 9.23.3.7.2.

9.23.3.7.2.12 EEL-P – EEL-P is a combination of Loop and dedicated interoffice transport used for the purpose of connecting an End User Customer to a CLEC Switch. EEL-P is a new installation of circuits

for the purpose of CLEC providing services to End User Customers.

9.23.3.7.2.12.1 Terms and Conditions

9.23.3.7.2.12.2 CLEC must utilize EEL-P to provide a significant amount of Local Exchange Service to each End User Customer served in accordance with the three options listed under Section 9.23.3.7.2.

9.23.3.7.2.12.3 One end of the interoffice facility must originate at a CLEC Collocation in a Wire Center other than the Serving Wire Center of the Loop.

9.23.3.7.2.12.4 EEL combinations may consist of Loops and interoffice transport of the same bandwidth (Point-to-Point EEL). When multiplexing is requested, EEL may consist of Loops and interoffice transport of different bandwidths (Multiplexed EEL). CLEC may also order combinations of interoffice transport, concentration capability and DS0 Loops.

9.23.3.7.2.12.5 When concentration capability is requested, CLEC will purchase the appropriate concentration equipment and provide it to Qwest for installation in the Wire Center.

9.23.3.7.2.12.6 Installation intervals are set forth in Exhibit C and are equivalent to the respective Private Line Transport Service on the following web-site address: <http://www.qwest.com/carrier/guides/sig/index.html>.

9.23.3.7.2.12.7 Concentration capability installation intervals will be offered at an ICB.

9.23.3.7.2.12.8 EEL-P is available only where existing facilities are available.

9.23.3.8 Ordering

9.23.3.8.1 Reserved for Future Use.

9.23.3.8.2 CLEC will submit EEL orders using the LSR process.

9.23.3.8.3 Qwest will install the appropriate Channel Card based on the DS0 EEL Link LSR order and apply the charges.

9.23.3.8.4 Requests for Concentration will be submitted using the Virtual Collocation process. Virtual Collocation intervals will be adhered to.

9.23.3.8.5 One LSR is required when CLEC orders Point-to-Point EEL, Multiplexed EEL, EEL Transport and EEL Links must be ordered on separate LSRs.

9.23.3.9 Rate Elements

9.23.3.9.1 EEL Link. The EEL Link is the Loop connection between the End User Customer premises and the Serving Wire Center. EEL Link is available in DS0, DS1 and DS3 and higher bandwidths as they become available. Recurring and nonrecurring charges apply.

9.23.3.9.2 EEL Transport. EEL Transport consists of the dedicated interoffice facilities between Qwest Wire Centers. EEL Transport is available in DS0, DS1, DS3, OC3, OC12 and higher bandwidths as they become available. Recurring and nonrecurring charges apply.

9.23.3.9.3 EEL Multiplexing. EEL multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. All other multiplexing arrangements will be ICB. EEL multiplexing is ordered with EEL Transport. Recurring and nonrecurring charges set forth in Exhibit A apply.

9.23.3.9.4 DS0 Low Side Channelization and DS0 MUX Low Side Channelization. EEL DS0 Channel Cards are required for each DS0 EEL Link or DS0 Unbundled Loop connected to a 1/0 EEL Multiplexer. Channel Cards are available for analog Loop Start, Ground Start, Reverse Battery and No Signaling.

9.23.3.9.5 Concentration Capability. Concentration Capability rates will be provided as an ICB. Cost recovery includes, but is not limited to, space preparation and space lease, equipment installation, cabling and associated terminations and structure installation, personnel training (if required) and delivery of required power. Recurring and nonrecurring charges apply.

9.23.3.10 CLEC may request access to and, where appropriate, development of, additional UNE Combinations. For UNEs Qwest currently combines in its network CLEC can use the Special Request Process (SRP) set forth in Exhibit B. For UNEs that Qwest does not currently combine, CLEC must use the Bona Fide Request Process (BFR). In its BFR or SRP request, CLEC must identify the specific combination of UNEs, identifying each individual UNE by name.

9.23.3.11 The following terms and conditions are available for all types of UNE-P:

9.23.3.11.1 UNE-P will include the capability to access long distance service (InterLATA and IntraLATA) of CLEC's Customer's choice on a 2-PIC basis, access to 911 Emergency Services, capability to access CLEC's Operator Services platform, capability to access CLEC's Directory Assistance platform and Qwest customized routing service; and, if desired by CLEC, access to Qwest Operator Services and Directory Assistance Service.

9.23.3.11.2 If Qwest provides and CLEC accepts operator services, directory assistance, and IntraLATA long distance as a part of the basic exchange line, it will be offered with standard Qwest branding. CLEC is not permitted to alter the branding of these services in any manner when the services are a part of the UNE-P line without the prior written approval of Qwest. However, at the request of CLEC and where Technically Feasible, Qwest will rebrand operator services and directory assistance in CLEC's name, in CLEC's

choice of name, or in no name in accordance with terms and conditions set forth in the Agreement.

9.23.3.11.3 CLEC may order Customized Routing in conjunction with UNE-P for alternative operator service and/or directory assistance platforms. CLEC shall be responsible to combine UNE-P with all components and requirements associated with Customized Routing needed to utilize related functionality. For a complete description of Customized Routing, refer to that Section of the Agreement.

9.23.3.11.4 Qwest shall provide to CLEC, for CLEC's End User Customers, E911/911 call routing to the appropriate Public Safety Answering Point (PSAP). Qwest shall not be responsible for any failure of CLEC to provide accurate End User Customer information for listings in any databases in which Qwest is required to retain and/or maintain End User Customer information. Qwest shall provide CLEC's End User Customer information to the ALI/DMS (Automatic Location Identification/Database Management System). Qwest shall use its standard process to update and maintain, on the same schedule that it uses for its End User Customers, CLEC's End User Customer service information in the ALI/DMS used to support E911/911 services. Qwest assumes no liability for the accuracy of information provided by CLEC.

9.23.3.11.5 CLEC shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its End User Customers for InterLATA and IntraLATA services. CLEC shall follow all Applicable Laws, rules and regulations with respect to PIC changes and Qwest shall disclaim any liability for CLEC's improper PIC change requests.

9.23.3.11.6 Feature and InterLATA or IntraLATA PIC changes or additions for UNE-P, will be processed concurrently with the UNE-P order as specified by CLEC.

9.23.3.11.7 CLEC may order new or retain existing Qwest DSL service on behalf of End User Customers when utilizing UNE-P-POTS, UNE-P-Centrex, and UNE-P-PBX (analog, non-DID trunks only) combinations, where Technically Feasible. The price for Qwest DSL provided with UNE-P combinations is included in Exhibit A to this Amendment. Qwest DSL service provided to Internet service providers and not provided directly to Qwest or CLEC's end users is not available with UNE-P combinations.

9.23.3.12 If CLEC is obtaining services from Qwest under an arrangement or agreement that includes the application of termination liability assessment (TLA) or minimum period charges, and if CLEC wishes to convert such services to UNEs or a UNE Combination, the conversion of such services will not be delayed due to the applicability of TLA or minimum period charges. The applicability of such charges is governed by the terms of the original agreement, Tariff or arrangement. Qwest will waive any TLA charge otherwise applicable under the agreement or Tariff election by which a CLEC ordered or augmented a special access circuit under interstate Tariff between February 17, 2000 and May 16, 2001, provided that CLEC identifies and communicates in writing to Qwest on or before November 30, 2001 each circuit it believes to qualify hereunder. Nothing herein shall be construed as expanding the rights

otherwise granted by this Amendment or by law to elect to make such conversions.

9.23.3.13 For installation of new UNE Combinations, CLEC will not be assessed UNE rates for UNEs ordered in combination until access to all UNEs that make up such combination have been provisioned to CLEC as a combination, unless a UNE is not available until a later time and CLEC elects to have Qwest provision the other elements before all elements are available. For conversions of existing resale services to UNE-P Combinations, CLEC will be billed at the UNE-P rate, and Billing at the resold rate will cease, on the Due Date scheduled for the conversion, so long as the Due Date of the conversion was a standard or longer interval, unless CLEC has caused or requested a delay of the conversion.

9.23.3.14 Reserved for Future Use.

9.23.3.15 When End User Customers Switch from Qwest to CLEC, or to CLEC from any other competitor and is obtaining service through a UNE Combination, such End User Customers shall be permitted to retain their current telephone numbers if they so desire.

9.23.3.16 In the event Qwest terminates the Provisioning of any UNE Combination service to CLEC for any reason, CLEC shall be responsible for providing any and all necessary notice to its End User Customers of the termination. In no case shall Qwest be responsible for providing such notice to CLEC's End User Customers. Qwest shall only be required to notify CLEC of Qwest's termination of the UNE Combination service on a timely basis consistent with Commission rules and notice requirements.

9.23.3.17 CLEC, or CLEC's agent, shall act as the single point of contact for its End User Customers' service needs, including without limitation, sales, service design, order taking, Provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, Billing, collection and inquiry. CLEC shall inform its End User Customers that they are End User Customers of CLEC. CLEC's End User Customers contacting Qwest will be instructed to contact CLEC, and Qwest's End User Customers contacting CLEC will be instructed to contact Qwest. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of Local Exchange Service; however, nothing in this Amendment shall be deemed to prohibit Qwest or CLEC from discussing its products and services with CLEC's or Qwest's End User Customers who call the other Party seeking such information.

9.23.3.18 Reserved for Future Use.

9.23.4 Rates and Charges

9.23.4.1 The rates and charges for the individual Unbundled Network Elements that comprise UNE Combinations are contained in Exhibit A for both recurring and nonrecurring application.

9.23.4.1.1 Recurring monthly charges for each Unbundled Network Element that comprise the UNE Combination shall apply when a UNE Combination is ordered. The recurring monthly charges for each UNE, including

but not limited to, Unbundled 2-wire Analog Loop, Analog Line Side Port and Shared Transport, are contained in Exhibit A.

9.23.4.1.2 Nonrecurring charges, if any, will apply based upon the cost to Qwest of Provisioning the UNE Combination and providing access to the UNE Combination. These nonrecurring charges, if any, are described in Exhibit A.

9.23.4.2 If the Commission takes any action to adjust the rates previously ordered, Qwest will make a compliance filing to incorporate the adjusted rates into Exhibit A. Upon the compliance filing by Qwest, the Parties will abide by the adjusted rates on a going-forward basis, or as ordered by the Commission.

9.23.4.3 CLEC shall be responsible for Billing its End User Customers served over UNE Combinations for all Miscellaneous Charges and surcharges required of CLEC by statute, regulation or otherwise required.

9.23.4.4 CLEC shall pay Qwest the PIC change charge associated with CLEC End User Customers changes of InterLATA or IntraLATA Carriers. Any change in CLEC's End User Customers' InterLATA or IntraLATA Carrier must be requested by CLEC on behalf of its End User Customers.

9.23.4.5 If an End User Customers is served by CLEC through a UNE Combination, Qwest will not charge, assess, or collect Switched Access charges for InterLATA or IntraLATA calls originating or terminating from that End User Customer's phone after conversion to a UNE Combination is complete.

9.23.4.6 Qwest shall have a reasonable amount of time to implement system or other changes necessary to bill CLEC for Commission-ordered rates or charges associated with UNE Combinations.

9.23.5 Ordering Process

9.23.5.1 Most UNE Combinations and associated products and services are ordered via an LSR. Ordering processes are contained in the Agreement and in the PCAT. The following is a high-level description of the ordering process:

9.23.5.1.1 Reserved for Future Use.

9.23.5.1.2 Reserved for Future Use.

9.23.5.1.3 Step 1: Complete product questionnaire with account team representative.

9.23.5.1.4 Step 2: Obtain Billing Account Number (BAN) through account team representative.

9.23.5.1.5 Step 3: Allow 2-3 weeks from Qwest's receipt of a completed questionnaire for accurate loading of UNE Combination rates to the Qwest Billing system.

9.23.5.1.6 Step 4: After account team notification, place UNE Combination

orders via an LSR or ASR as appropriate.

9.23.5.1.7 Additional information regarding the ordering processes are located at: http://www.qwest.com/wholesale/solutions/clecFacility/une_p_c.html

9.23.5.2 Prior to placing an order on behalf of each End User Customers, CLEC shall be responsible for obtaining and have in its possession a Proof of Authorization as set forth in the Agreement.

9.23.5.3 Standard service intervals for each UNE Combination are set forth in Exhibit C. For UNE Combinations with appropriate retail analogues, CLEC and Qwest will use the standard Provisioning interval for the equivalent retail service. CLEC and Qwest can separately agree to Due Dates other than the standard interval.

9.23.5.4 Due date intervals are established when Qwest receives a complete and accurate Local Service Request (LSR) or ASR made through the IMA, EDI or Exact interfaces or through facsimile. For UNE-P-POTS, UNE-P-Centrex, and UNE-P-ISDN-BRI, the date the LSR or ASR is received is considered the start of the service interval if the order is received on a business day prior to 7:00 p.m. For UNE-P-POTS, UNE-P-Centrex, and UNE-P-ISDN-BRI, the service interval will begin on the next business day for service requests received on a non-business day or after 7:00 p.m. on a business day. For UNE-P-DSS, UNE-P-ISDN-PRI, UNE-P-PBX, EEL, and all other UNE Combinations, the date the LSR or ASR is received is considered the start of the service interval if the order is received on a business day prior to 3:00 p.m. For UNE-P-DSS, UNE-P-ISDN-PRI, UNE-P-PBX, EEL, and all other UNE Combinations, the service interval will begin on the next business day for service requests received on a non-business day or after 3:00 p.m. on a business day. Business days exclude Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day and Christmas Day.

9.23.5.5 The Parties' obligations and responsibilities for providing and maintaining End User Customers listings information are contained in the Listings and E911/911 Emergency Services sections of the Agreement. Nevertheless, to the extent that the option is available to CLEC to specify that the End User Customer's existing listing(s) be retained upon conversion to Unbundled Local Switching elements or UNE-P Combinations, Qwest shall be responsible for ensuring that the End User Customer's listing(s) is retained "as is" in Qwest's listings data bases.

9.23.5.6 When Qwest's End User Customers or the End User Customer's New Service Provider orders the discontinuance of the End User Customer's existing service in anticipation of moving to another service provider, Qwest will render its closing bill to the End User Customers effective with the disconnection. If Qwest is not the local service provider, Qwest will issue a bill to CLEC for that portion of the service provided to CLEC should CLEC's End User Customers, a New Service Provider, or CLEC request service be discontinued to the End User Customers. Qwest will notify CLEC by FAX, OSS interface, or other agreed upon processes when an End User Customer moves to another service provider. Qwest shall not provide CLEC or Qwest retail personnel with the name of the other service provider selected by the End User Customer.

9.23.5.7 For UNE Combinations, CLEC shall provide Qwest and Qwest shall provide CLEC with points of contact for order entry, problem resolution, repair, and in the

event special attention is required on service request.

9.23.6 Billing

9.23.6.1 Qwest shall provide CLEC, on a monthly basis, within seven to ten (7-10) calendar Days of the last day of the most recent Billing period, in an agreed upon standard electronic Billing format, Billing information including (1) a summary bill, and (2) individual End User Customer sub-account information consistent with the samples available for CLEC review.

9.23.7 Maintenance and Repair

9.23.7.1 Qwest will maintain facilities and equipment that comprise the service provided to CLEC as a UNE Combination. CLEC or its End User Customers may not rearrange, move, disconnect or attempt to repair Qwest facilities or equipment, other than by connection or disconnection to any interface between Qwest and the End User Customers, without the written consent of Qwest.

Amendment				
		Recurring	Non-Recurring	Notes
6 Resale		Wholesale Discount Percentage Recurring Charge	Wholesale Discount Percentage Nonrecurring Charge	
6.1.3	IntraLATA Toll	15.55%	15.55%	
6.1.5	Listings, CO Features & Information Services	15.55%	15.55%	
		Recurring	Non-Recurring	Notes
7 Interconnection				
7.4	Multiplexing			
7.4.1	DS3 to DS1	\$191.32	\$287.45	
7.4.2	DS1 to DS0	\$181.28	\$280.77	
		Recurring	Non-Recurring	Notes
9 Unbundled Network Elements (UNEs)				
9.2.1	Analog Loops			
9.2.1.1	2-Wire Voice Grade		See Installation options, Section 9.2.4	
	Zone 1	\$15.20		#
	Zone 2	\$16.56		#
	Zone 3	\$21.77		#
9.2.1.2	4-Wire Voice Grade		See Installation options, Section 9.2.4	
	Zone 1	\$29.82		#
	Zone 2	\$32.50		#
	Zone 3	\$42.72		#
9.2.2	Non-loaded Loops			
9.2.2.1	2-wire Non-loaded Loop		See Installation options, Section 9.2.4 and See also Section 9.2.2.3	
	Zone 1	\$15.20		#
	Zone 2	\$16.56		#
	Zone 3	\$21.77		#
9.2.2.2	4-wire Non-loaded Loop		See Installation options, Section 9.2.4 and See also Section 9.2.2.3	
	Zone 1	\$29.82		#
	Zone 2	\$32.50		#
	Zone 3	\$42.72		#
9.2.2.3	Cable Unloading/Bridge Tap Removal		\$58.50	
9.2.3	Digital Capable Loops			
9.2.3.1	Basic Rate ISDN / xDSL - 1 Capable / ADSL Compatible Loop		See Installation options, Section 9.2.4 and See also Section 9.2.2.3	
	Zone 1	\$15.20		#
	Zone 2	\$16.56		#
	Zone 3	\$21.77		#
9.2.3.2	DS1 Capable Loop		See Installation options, Section 9.2.5	
	Zone 1	\$120.17		#
	Zone 2	\$120.93		#
	Zone 3	\$123.65		#
9.2.3.3	DS3 Capable Loop		See Installation options, Section 9.2.6	
	Zone 1	\$765.48		#
	Zone 2	\$799.74		#
	Zone 3	\$1,032.54		#
9.2.3.4	OC - n Capable Loop		See Installation options, Section 9.2.7	
	OC - 3	\$936.15		1
	OC - 12	\$1,363.89		1
	OC - 48	\$3,928.32		1
9.2.3.5	2-Wire Extension Technology	\$21.49		
		Recurring	Non-Recurring	Notes
9.8	Shared Transport			
9.8.1	Per Minute of Use - TELRIC Based Rate	\$0.00138786		
		Recurring	Non-Recurring	Notes
9.11	Local Switching			
9.11.1	Local Switching - TELRIC Based Rates			
9.11.1.1	Analog Line Side Port, First Port	\$1.84	\$101.15	
9.11.1.2	Each Additional Port	\$1.84	\$54.43	
9.11.2	Vertical Features			
9.11.2.1	Basic Features			
	10XXX Direct Dialed Blocking	\$0.00		1

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Account Codes - per system	\$0.00	\$81.28	1
Attendant Access Line - per station line	\$0.00	\$1.17	1
Audible Message Waiting	\$0.00	\$1.03	1
Authorization Codes - per system	\$0.00	\$243.08	1
Auto Callback	\$0.00		1
Automatic Line, per station line	\$0.00	\$.35	1
Automatic Route Selection - Common Equip. per system	\$0.00	\$2,132.83	1
Blocking of pay per call services	\$0.00		1
Bridging	\$0.00		1
Call Drop	\$0.00	\$.35	1
Call Exclusion - Automatic	\$0.00	\$1.03	1
Call Exclusion - Manual	\$0.00	\$.68	1
Call Forward Don't Answer - All Calls	\$0.00		1
Call Forwarding Incoming Only	\$0.00	\$38.52	1
Call Forwarding Intra Group Only	\$0.00		1
Call Forwarding Variable Remote	\$0.00		1
Call Forwarding: Busy Line (Expanded)	\$0.00		1
Call Forwarding: Busy Line (External)	\$0.00		1
Call Forwarding: Busy Line (External) Don't Answer	\$0.00		1
Call Forwarding: Busy Line (Overflow)	\$0.00		1
Call Forwarding: Busy Line (Overflow) Don't Answer	\$0.00		1
Call Forwarding: Busy Line (Programmable)	\$0.00		1
Call Forwarding: Busy Line/Don't Answer Programmable Svc.			
Establishment		\$38.52	1
CF Don't answer/CF busy customer Programmable - per line		\$1.03	1
Call Forwarding: Busy Line/Don't Answer (Expanded)	\$0.00		1
Call Forwarding: Don't Answer	\$0.00		1
Call Forwarding: Don't Answer (Expanded)	\$0.00		1
Call Forwarding Don't Answer (Programmable)	\$0.00		1
Call Forwarding Variable	\$0.00		1
Call Forwarding: - no call complete option	\$0.00		1
Call Hold	\$0.00		1
Call Hold/3-Way/Call Transfer	\$0.00		1
Call Park (Basic - Store & Retrieve)	\$0.00		1
Call Pickup	\$0.00		1
Call Transfer	\$0.00		1
Call Waiting Dial Originating	\$0.00		1
Call Waiting Indication - per timing state	\$0.00	\$1.03	1
Call Waiting Originating	\$0.00		1
Call Waiting Terminating - All Calls	\$0.00		1
Call Waiting Terminating - Incoming Only	\$0.00		1
Call Waiting/ Cancel Call Waiting	\$0.00		1
CENTREX COMMON EQUIPMENT		\$1,225.34	1
Centrex Plus DID numbers per number	\$0.00		1
Centrex Plus to Centrex Plus	\$0.00		1
Centrex Plus to IC Carrier	\$0.00		1
Centrex Plus to PBX/Key Blocked	\$0.00		1
Centrex Plus to PBX/Key Non-Blocked	\$0.00		1
CFBL - All Calls	\$0.00		1
CFBL - Incoming Only	\$0.00		1
CFDA Incoming Only	\$0.00		1
CLASS - Anonymous Call Rejection	\$0.00		1
CLASS - Call Waiting ID	\$0.00		1
CLASS - Calling Name & Number	\$0.00		1
CLASS - Calling Number Delivery	\$0.00		1
CLASS - Calling Number Delivery - Blocking	\$0.00		1
CLASS - Continuous Redial	\$0.00	\$1.28	1
CLASS - Last Call Return	\$0.00	\$1.29	1
CLASS - Priority Calling	\$0.00	\$1.22	1
CLASS - Selective Call Forwarding	\$0.00	\$1.28	1
CLASS - Selective Call Rejection	\$0.00	\$1.22	1
Custom Ringing First Line (Short/Long/Short)	\$0.00		1
Custom Ringing First Line (Short/Short)	\$0.00		1
Custom Ringing First Line (Short/Short/Long)	\$0.00		1
Custom Ringing Second Line (Short/Long/Short)	\$0.00		1
Custom Ringing Second Line (Short/Short)	\$0.00		1
Custom Ringing Second Line (Short/Short/Long)	\$0.00		1
Custom Ringing Third Line (Short/Long/Short)	\$0.00		1
Custom Ringing Third Line (Short/Short)	\$0.00		1
Custom Ringing Third Line (Short/Short/Long)	\$0.00		1
Data Call Protection (DMS 100)	\$0.00		1
Dir Sta Sel/Busy Lamp Fld per arrangement	\$0.00	\$.35	1
Directed Call Pickup with Barge-in	\$0.00	\$20.48	1
Directed Call Pickup without Barge-in	\$0.00	\$20.48	1
Distinctive Ring/Distinctive Call Waiting	\$0.00	\$40.95	1
Distinctive Ringing	\$0.00		1
EBS - Set Interface - per station lins	\$0.00		1
Executive Busy Override	\$0.00		1
Expensive Route Warning Tone - per system	\$0.00	\$73.05	1
Facility Restriction Level - per system	\$0.00	\$44.94	1
Feature Display	\$0.00		1
Group Intercom - Per Line	\$0.00	\$.46	1
Hot Line - per line	\$0.00	\$1.03	1
Hunting: Multiposition Circular Hunting	\$0.00		1
Hunting: Multiposition Hunt Queuing - per group	\$0.00	\$39.20	1

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Hunting: Multiposition Series Hunting	\$0.00		1
Hunting: Multiposition with Announcement in Queue	\$0.00	\$39.20	1
Hunting: Multiposition with Music in queue	\$0.00	\$41.39	1
Incoming Call Barred	\$0.00		1
International Direct Dial Blocking	\$0.00		1
ISDN Short Hunt	\$0.00	\$1.73	1
Line Side Answer Supervision	\$0.00		1
Loudspeaker Paging - per trunk group	\$0.00	\$179.33	1
Make Busy Arrangements - per group	\$0.00	\$68	1
make Busy Arrangments - per line	\$0.00	\$68	1
Message Center - per main station line	\$0.00	\$35	1
Message Waiting Indication Audible/Visual	\$0.00		1
Message Waiting Visual, per line	\$0.00	\$35	1
Music on Hold - per system	\$0.00	\$23.50	1
Network Speed Call	\$0.00		1
Night Service Arrangement	\$0.00		1
Outgoing Call Barred	\$0.00		1
Outgoing Trunk Queuing	\$0.00		1
Privacy Release, per station line	\$0.00	\$48	1
Query Time, per station line	\$0.00	\$35	1
Speed Calling 1 Digit Controller	\$0.00		1
Speed Call 1 Digit User	\$0.00		1
Speed Calling 1# List Individual	\$0.00		1
Speed Calling 2 Digit Controller	\$0.00		1
Speed Calling 2 Digit User	\$0.00		1
Speed Calling 2# List Individual	\$0.00		1
Speed Calling 30 Number	\$0.00		1
Speed Calling 8 Number	\$0.00		1
Station Camp-On Service - per main line, per line	\$0.00	\$35	1
Station Message Detail REcording (SMDR)	\$0.00		1
Three Way Calling	\$0.00		1
Time and Date Display	\$0.00		1
Time of Day Control for ARS - per system	\$0.00	\$127.82	1
Time fo NCOS Update	\$0.00	\$55	1
Time of Day Routing - per line	\$0.00	\$52	1
Toll Restriction Service	\$0.00		1
Trunk Answer Any Station	\$0.00		1
Trunk Verification from Designated Station	\$0.00	\$40	1
UCD in hunt group - per line	\$0.00	\$68	1
UCD with Music After Delay	\$0.00		1
SMDR-P SERVICE ESTABLISHMENT CHARGE, INITIAL			
INSTALLATION	\$0.00	\$344.67	1
SMDR-P ARCHIVED DATA	\$0.00	\$180.10	1
9.11.2.2 Additional Premium Features			
CMS - SYSTEM ESTABLISHMENT - INITIAL SYSTEM INSTALLATION		\$987.00	1
CMS - SYSTEM ESTABLISHMENT - SUBSEQUENT INSTALLATION		\$493.50	1
CMS - PACKET CONTROL CAPABILITY, PER SYSTEM		\$493.50	1
Conference Calling - Meet Me		\$43.15	1
Conference Calling - Preset		\$43.15	1
Conference Calling - Station Dial		\$46.36	1
CLASS Call Trace, per attempt	\$1.48		1
9.11.3 Subsequent Order Charge		\$13.78	1
9.11.4 Digital Line Side Port (Supporting BRI ISDN)			
9.11.4.1 First Port	\$11.65	\$237.87	1
9.11.4.2 Each Additional Port	\$11.65	\$237.87	1
9.11.5 Digital Trunk Ports			
9.11.5.1 DS1 Local Message Trunk Port	\$88.32	\$224.45	1
9.11.5.2 Message Trunk Group, First Trunk		\$174.29	1
9.11.5.3 Message Trunk Group, Each Additional		\$48.63	1
9.11.5.4 DS1 PRI ISDN Trunk Port	\$196.24	\$637.09	1
9.11.5.5 DS1 / DID Trunk Port	\$4.10	\$213.24	1
9.11.6 DS0 Analog Trunk Port			
9.11.6.1 First Port	\$21.97	\$127.02	1
9.11.6.2 Each Additional	\$21.97	\$30.98	1
9.11.7 Local Usage, per Minute of Use	\$0.00702		#
	Recurring	Non-Recurring	Notes
9.12 Local Switching - Market Based Rates	Available only in Zone 1 Wire Centers		
	Recurring	Non-Recurring	Notes
9.13 Customized Routing			
9.13.1 Development of Custom Line Class Code - Directory Assistance or Operator Services Routing Only		\$320.87	1
9.13.2 Installation Charge, per Switch - Directory Assistance or Operator Service Routing Only		\$235.05	1
9.13.3 All Other Custom Routing	ICB	ICB	3
	Recurring	Non-Recurring	Notes
9.23 UNE Combinations			
9.23.1 UNE - P Line Splitting			

9.23.1.1	Basic Installation Charge for UNE-P Line Splitting		\$37.27	1
9.23.2	UNE-P Conversion Non-Recurring Charges			
9.23.2.1	UNE-P POTS, CENTREX, Analog PBX Trunks			
	First		\$69	1
	Each Additional		\$14	1
9.23.2.2	UNE-P Pal Manual			
	First		\$16.54	1
	Each Additional		\$2.76	1
9.23.2.3	UNE-P PBX DID Trunks			
	First		\$30.09	1
	Each Additional		\$2.82	1
9.23.2.4	UNE-P ISDN BRI			
	First		\$31.97	1
	Each Additional		\$2.82	1
9.23.2.5	UNE-P ISDN PRI, DSS per DS1 Facility		\$28.15	1
9.23.2.6	UNE-P ISDN PRI, DSS - per Trunk			
	First		\$30.09	1
	Each Additional		\$2.82	1
9.23.3	UNE-P New Connection Non-Recurring Charges			
9.23.3.1	UNE-P POTS Centrex, Analog PBX Trunks			
	First		\$58.44	1
	Each Additional		\$16.19	1
9.23.3.2	UNE-P PAL Manual			
	First		\$83.78	1
	Each Additional		\$18.81	1
9.23.3.3	UNE - P PBX DID - per Trunk		\$165.26	1
9.23.3.4	UNE - P ISDN BRI		\$317.33	1
9.23.3.5	UNE - P Trunks			
	DSS Basic Trunk - In Only, Out Only, or Two Way		\$80.68	1
	DSS, ISDN PRI Adv. Trunk - In only w/DID & Hunting, or 2 Way w/DID, Hunting & Answer Sup'v		\$79.85	1
	DSS, ISDN PRI Adv. Trunk - Out Only w/Answer Sup'v		\$81.10	1
	Complex Translations Digits Outpulsed Change Signaling		\$14.59	1
	DID Complex Translations Signaling Change		\$34.05	1
	DID Block Compromise		\$25.69	1
	DID Group of 20 Numbers		\$34.18	1
	DID Reserve Sequential # Block		\$25.54	1
	DID Reserve Non Sequential TN		\$23.84	1
	DID Trunk Termination		\$52.16	1
	DID NonSequential TN		\$35.87	1
	UNE-P Complex Translation for Trunkside Termination		\$143.91	
9.23.3.6	Facilities for UNE - P DSS, UNE - P ISDN PRI			
	DS1 Loop Facility		\$315.96	1
	DS3 Loop Facility		\$315.96	1
9.23.3.7	UNE - P PRI Configurations			
	UNE-P PRI Dedicated PRI 23 + D		\$699.79	1
	UNE-P PRI Dedicated PRI 24		\$675.86	1
	UNE-P PRI Dedicated PRI 23B + Back-Up D Configuration - 5E		\$674.89	1
9.23.4	UNE - P Qwest DSL		See applicable Qwest retail Tariff, catalog, or price list	
9.23.5	UNE Combinations Loop MUX Combination			
9.23.5.1	ITP DS1 / DS3	See Section 9.1		
9.23.5.2	Loop MUX DSO 2/4 Wire Analog		\$239.60	1
9.23.5.3	Loop MUX DSO Wire 2/4 Wire Analog Each Additional		\$156.36	1
9.23.5.4	Recurring Charges for DSO/DS1	See EEL Link Charges		
9.23.5.5	DS1 Loop MUX		\$303.07	1
9.23.5.6	DS1 Loop MUX Each Additional		\$221.90	1
9.23.5.7	Private Line to Loop MUX Conversion		\$37.36	1
9.23.5.8	Loop MUX DS3 to DS1		\$201.69	1
9.23.5.9	Loop MUX DS1 to DSO		\$201.69	1
9.23.5.10	DS1/DS0 Low Side Channelization	\$8.42		1
9.23.6	Enhanced Extended Loop (EEL)			
9.23.6.1	EEL DSO 2-Wire Analog		\$260.73	1
9.23.6.2	EEL DSO 2/4 Wire Analog Each Additional		\$194.28	1
	Zone 1	\$15.20		#
	Zone 2	\$16.56		#
	Zone 3	\$21.77		#
9.23.6.3	EEL DSO 4-Wire Analog		\$260.73	1
9.23.6.4	EEL DSO 2/4 Wire Analog Each Additional		\$194.28	1
	Zone 1	\$29.82		#
	Zone 2	\$32.50		#
	Zone 3	\$42.72		#
9.23.6.5	EEL DS1		\$319.65	1
9.23.6.6	EEL DS1 Each Additional		\$238.47	1
	Zone 1	\$120.17		#
	Zone 2	\$120.93		#
	Zone 3	\$123.65		#
9.23.6.7	EEL DS3		\$344.51	1
9.23.6.8	EEL DS3 Each Additional		\$263.33	1
	Zone 1	\$765.48		#
	Zone 2	\$799.74		#
	Zone 3	\$1,032.54		#
9.23.7	Private Line Conversion to EEL (aka UNE-Combination Private Line and EEL C)		\$37.36	1

9.23.8 EEL Transport				
9.23.8.2 DS1				
DS1 Over 0 to 8 Miles	\$34.75	\$95		
DS1 Over 8 to 25 Miles	\$34.76	\$1.82		
DS1 Over 25 to 50 Miles	\$34.76	\$1.77		
DS1 Over 50 Miles	\$34.75	\$1.23		
9.23.8.3 DS3				
DS3 Over 0 to 8 Miles	\$236.22	\$10.43		
DS3 Over 8 to 25 Miles	\$236.53	\$10.83		
DS3 Over 25 to 50 Miles	\$236.71	\$9.91		
DS3 Over 50 Miles	\$243.94	\$24.44		
9.23.8.4 OC-3				
OC-3 Over 0 to 8 Miles	\$762.78	\$47.86		1
OC-3 Over 8 to 25 Miles	\$762.78	\$47.86		1
OC-3 Over 25 to 50 Miles	\$762.78	\$47.86		1
OC-3 Over 50 Miles	\$762.78	\$68.44		1
9.23.8.5 OC-12				
OC-12 Over 0 to 8 Miles	\$2,163.94	\$95.01		1
OC-12 Over 8 to 25 Miles	\$2,163.94	\$95.01		1
OC-12 Over 25 to 50 Miles	\$2,163.94	\$95.01		1
OC-12 Over 50 Miles	\$2,163.94	\$141.97		1
9.23.8.6 OC-48				
OC-48 Over 0 to 8 Miles	\$4,418.64	\$240.26		1
OC-48 Over 8 to 25 Miles	\$4,418.64	\$240.26		1
OC-48 Over 25 to 50 Miles	\$4,418.64	\$240.26		1
OC-48 Over 50 Miles	\$4,418.64	\$363.55		1
9.23.9 EEL Multiplexing				
9.23.9.1 DS1 to DS0		\$181.28	\$268.83	8 1
9.23.9.2 DS3 to DS1		\$191.32	\$268.83	8 1
9.23.10 DSO Channel Performance				
9.23.10.1 DSO Low Side Channelization		\$14.76		1
9.23.10.2 DS1/DS0 MUX, Low Side Channelization		\$8.42		1
9.23.11 Concentration Capability		ICB		3
		Recurring	Non-Recurring	Notes
10 Ancillary Services				
10.2 911/E911		No Charge		
		Recurring	Non-Recurring	Notes
10.3 White Pages Directory Listings, Facility Based Providers				
10.3.1 Primary Listing		No Charge		
10.3.2 Premium/Privacy Listings		General Exchange Tariff Rate, less wholesale discount		
		Recurring	Non-Recurring	Notes
10.4 Directory Assistance, Facility Based Providers				
10.4.1 Local Directory Assistance, Per Call		\$.34		2
10.4.2 National Directory Assistance, per Call		\$.36		2
10.4.3 Call Branding, Set- Up and Recording				
10.4.3.1 Call Branding, Set- Up and Recording-Individual session			\$35,000.00	2
10.4.3.2 Set-Up & Recording-Shared recording session (minimum 3 customers per session)			\$15,000.00	2
10.4.4 Loading Brand /Per Switch			\$175.00	2
10.4.5 Call Completion Link, per call		\$.09		2
		Recurring	Non-Recurring	Notes
10.5 Directory Assistance List Information				
10.5.1 Initial Database Load, per Listing		\$.025		2
10.5.2 Reload of Database, per Listing		\$.02		2
10.5.3 Daily Updates, per Listing		\$.05		2
10.5.4 One-time Set-Up Fee		\$77.44		2
10.5.5 Media Charges for File Delivery				
10.5.5.1 Electronic Transmission		\$.002		2
10.5.5.2 Tapes (charges only apply if this is selected as the normal delivery medium for daily updates) (per tape)		\$30.00		2
10.5.5.3 Shipping Charges (for tape delivery)			ICB	3
		Recurring	Non-Recurring	Notes
10.6 Toll and Assistance Operator Services, Facility Based Providers,				
10.6.1 Option A - Per Message				
10.6.1.1 Operator Handled Calling Card		\$1.45		2
10.6.1.2 Machine Handled Calling Card		\$.60		2
10.6.1.3 Station Call		\$1.50		2
10.6.1.4 Person Call		\$3.50		2
10.6.1.5 Connect to Directory Assistance		\$.75		2
10.6.1.6 Busy Line Verify, per Call		\$1.95		2
10.6.1.7 Busy Line Interrupt		\$2.05		2
10.6.1.8 Operator Assistance, per Call		\$.50		2

South Dakota - Exhibit A

10.6.2 Option B - Per Operator Work Second and Computer Handled Calls				
10.6.2.1 Operator Handled, per Operator Work Second		\$.028		2
10.6.2.2 Machine Handled, per Call		\$.25		2
10.6.2.3 Call Branding, Set- Up and Recording-Individual session			\$35,000.00	2
10.6.2.4 Set-Up & Recording-Shared recording session (minimum 3 customers per session)			\$15,000.00	2
10.6.2.5 Loading Brand/Per Switch			\$175.00	2
		Recurring	Non-Recurring	Notes
12 Operational Support Systems				
12.1 Development and Enhancements, per Order			No Charge At This Time	10
12.2 Ongoing Maintenance, per Order			No Charge At This Time	10
12.3 Daily Usage Record File, per Record		\$.000441		1
12.4 Trouble Isolation Charge			See MSC Charges	
17 Bona Fide Request Process				
17.1 Processing Fee			\$2,448.77	1
Notes				
# Rate Voluntarily Reduced				
* Unless otherwise indicated, all rates are pursuant to the Qwest and AT&T Interconnection Agreement approved by the South Dakota Public Utilities Commission in Docket Number TC-184, effective March 4, 1999.				
1 Rates addressed in Cost Docket . (TELRIC based where required.)				
2 Market-based rates not addressed in Qwest/AT&T Interconnection Arbitration Docket.				
3 ICB, Individual Case Basis pricing.				
4 Rates per FCC Guidelines.				
5 Rates not addressed in the Cost Docket .				
6 Regional TELRIC based where required.				
7 A special request is a request by the customer to perform something that is technically feasible but the process and pricing are not yet in place.				
8 Rate has been ordered in a different section and is being used due to the similar characteristics of the element. This rate will be replaced when a rate is developed or ordered for this product.				
9 The preliminary engineering and planning costs are included in caged/cageless space construction charges. These charges are also included in caged/cageless quote preparation fees (QPF). Upon completion of the collocation construction, the QPF is credited to the final construction charge for the collocation job. This exhibit lists multiple QPFs (cost docket proposal and approved AT&T interconnection agreement). CLEC may choose either QPF at this time.				
10 Qwest will not charge for this element until the Commission has an opportunity to review and approve a rate in a cost proceeding.				

Exhibit B SPECIAL REQUEST PROCESS

1. The Special Request Process shall be used for the following requests:
 - 1.1 Requesting specific product feature(s) be made available by Qwest that are currently available in a switch, but which are not activated.
 - 1.2 Requesting specific product feature(s) be made available by Qwest that are not currently available in a switch, but which are available from the switch vendor.
 - 1.3 Requesting a combination of Unbundled Network Elements that is a combination not currently offered by Qwest as a standard product and:
 - 1.3.1 that is made up of UNEs that are defined by the FCC or the Commission as a network element to which Qwest is obligated to provide unbundled access, and;
 - 1.3.2 that is made up of UNEs that are ordinarily combined in the Qwest network.
 - 1.4 Requesting an Unbundled Network Element that has been defined by the FCC or the State Commission as a network element to which Qwest is obligated to provide unbundled access, but for which Qwest has not created a standard product, including, but not limited to, OC-192 (and such higher bandwidths that may exist) UDIT, EEL between OC-3 and OC-192 and new varieties of subloops.
2. Any request that requires an analysis of Technical Feasibility shall be treated as a Bona Fide Request (BFR), and will follow the BFR Process set forth in this Agreement. If it is determined that a request should have been submitted through the BFR process, Qwest will consider the BFR time frame to have started upon receipt of the original Special Request application form.
3. A Special Request shall be submitted in writing and on the appropriate Qwest form, which is located on Qwest's website.
4. Qwest shall acknowledge receipt of the Special Request within two (2) business days of receipt.
5. Qwest shall respond with an analysis, including costs and timeframes, within fifteen (15) business days of receipt of the Special Request. In the case of UNE Combinations, the analysis shall include whether the requested combination is a combination of network elements that are ordinarily combined in the Qwest network. If the request is for a combination of network elements that are not ordinarily combined in the Qwest network, the analysis shall indicate to CLEC that it should use the BFR process if CLEC elects to pursue its request.
6. Upon request, Qwest shall provide CLEC with Qwest's supporting cost data and/or studies for Unbundled Network Elements that CLEC wishes to order within seven (7) business days, except where Qwest cannot obtain a release from its vendors within seven (7) business days, in which case Qwest will make the data available as soon as Qwest receives the vendor release. Such cost data shall be treated as Confidential Information, if requested by Qwest under the non-disclosure sections of this Agreement.

Exhibit C
SERVICE INTERVAL TABLES

Unbundled Network Elements Platform (UNE-P) Service Interval Table:

For UNE-P POTS, Saturday due dates are available under the following circumstances:

The Saturday Desired Due Date (DDD) must be at least the standard interval.

For dispatched orders, a Saturday appointment must be available and reserved in Appointment Scheduler.

For UNE-P POTS non-dispatched orders, Saturday is counted as part of the standard installation interval, even if a Saturday due date is not desired. For example: when the standard interval is 2 (two) business days, an LSR submitted on a Friday morning may have a due date as early as the following Monday.

Product	Services Ordered	Installation Commitments	Repair Commitments
UNE-P POTS New Installs, Address Changes, or Change Requests adding new lines. Facility Check indicates "AVAILABLE (SDT)" and DISPATCH "NO"		Three (3) business days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
Addition, removal, or change of CO Features, PIC/LPIC change, number changes without inward line activity, or hunting changes without inward line activity		Three (3) Business Days	Forty-eight (48) Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P POTS Suspend/Restore	Customers with service placed on "vacation"	Next Business Day (includes Saturday)	Twenty-four (24) hrs OOS 48 hrs AS
Deny/Restore	Treatment for Non-payment issues	Same Business Day if request received before noon MT, otherwise next business day (includes Saturday)	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P POTS New Installs, Address Changes, Changes with inward line activity Facility Check indicates "AVAILABLE DISP. REQ" and DISPATCH "YES"		Next available due date as indicated by Appointment Scheduler Note: Appointment Scheduler minimum default interval is 3 (Three) Business Days.	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P POTS Directory Listings Changes –		Same business day	
<ul style="list-style-type: none"> • Simple (Non-complex) Listings - Simple Straight Line and/or Straight-Line Under (SLU) Listings 			

Exhibit C
SERVICE INTERVAL TABLES

Product	Services Ordered	Installation Commitments	Repair Commitments
Conversion as Specified Retail, Resale, or UNE-P POTS to UNE-P POTS		Depends on changes requested. For instance, addition of another line would follow New Installs guidelines.	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
Conversions to UNE-P POTS- UNE-P POTS to UNE-P POTS - Conversion as Is	1 to 39 Lines	Same Business Day if received before noon MT, or Next Business Day if received later than noon MT.	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P Line Splitting – UNE-P POTS to UNE-P POTS with Line Splitting - Conversion As Specified		3 business days	24 hrs OOS Forty-eight (48) hrs AS
UNE-P Line Splitting – POTS Residence or POTS Business with Line Sharing to UNE-P POTS with Line Splitting - Conversion as Specified		3 BUSINESS DAYS	
UNE-P PBX New Install,	1 to 8 Trunks	Zone 1: Five (5) Business Days Zone 2: Six (6) business days	Four (4) hrs
Conversion As Specified,	9 to 16 Trunks	Zone 1; Six (6) business days Zone 2: Seven (7) business days	Four (4) hrs
Changes (ex. PIC/LPIC or feature changes, etc.), and	17 to 24 Trunks	Zone 1: Seven (7) business days ZONE 2: EIGHT (8) BUSINESS DAYS	Four (4) hrs
Suspend/Restore	25 or more Trunks	ICB	Four (4) hrs
		business days	
		business days	

Exhibit C
SERVICE INTERVAL TABLES

Product	Services Ordered	Installation Commitments	Repair Commitments
		business days	
UNE-P DSS T1 Facility Installation	1 to 3 Facilities	Nine (9) business days	Four (4) hrs
	4 to 6 Facilities	Twelve (12) business days	Four (4) hrs
	7 to 9 Facilities	Thirteen (13) business days	Four (4) hrs
	10 to 12 Facilities	Seventeen (17) business days	Four (4) hrs

**Exhibit C
SERVICE INTERVAL TABLES**

Product	Services Ordered	Installation Commitments	Repair Commitments
UNE-P DSS Trunk Installation when ordered with new T1 Facility (Note: The number of facilities ordered drives the due dates for both facilities and trunks.)	1 to 3 Facilities	Twelve (12) business days	Four (4) hrs
	4 to 6 Facilities	Sixteen (16) business days	Four (4) hrs
	7 to 9 Facilities	Twenty (20) business days	Four (4) hrs
	10 to 12 Facilities	Twenty four (24) business days	Four (4) hrs
Conversions to UNE-P DSS-As Is		Five (5) business Days	Four (4) hrs
		See intervals for type of change requested	Four (4) hrs
Conversion As Specified			
UNE-P DSS- Add/Change Trunks on existing facilities	1 to 8 Trunks	Five (5) business Days	Four (4) hrs
	9 to 16 Trunks	Six (6) business days	Four (4) hrs
	17 to 24 Trunks	Seven (7) business days	Four (4) hrs
	Each Additional 8 Trunks	One (1) business Day for each	Four (4) hrs
UNE-P ISDN BRI New Installs, Address Changes, Change to add Loop (N2Q)	1 to 10 Loops	Thirteen (13) business days	Twenty-four (24) hrs
	11 or more Loops	ICB	Twenty-four (24) hrs
UNE-P ISDN BRI Add or Change Feature(s), Add Primary Directory Number (PDN) to established Loop (N2Q), Add Call Appearance	1 to 10 Loops	Three (3) business days	Twenty-four (24) hrs
	11 or more Loops	ICB	Twenty-four (24) hrs
Conversion to UNE-P ISDN BRI- Conversion As Is	1 to 10 Loops	Three (3) business days	Twenty-four (24) hrs
	11 or more Loops	ICB	Twenty-four (24) hrs
Conversion to UNE-P ISDN BRI- Conversion As Specified	1 to 10 Loops	Three (3) business days if a Loop is not involved (or) Thirteen (13) business days if a Loop is added or changed	Twenty-four (24) hrs
	11 or more Loops	ICB	Twenty-four (24) hrs
UNE-P ISDN PRI 'New'- New Facility and Associated Trunks (With this activity, the number of facilities ordered drives the due dates for both facilities and trunks. See table below.)	1 to 3	Nine (9) business days	Four (4) hrs

Exhibit C
SERVICE INTERVAL TABLES

Product	Services Ordered	Installation Commitments	Repair Commitments
	4 to 6 7 to 9 10 to 12 Over 12	Twelve (12) business days Thirteen (13) business Seventeen (17) business Add 4 business days for each additional 3 facilities (13-16=21 days, 17-20=25 days, etc.)	Four (4) hrs
UNE-P ISDN PRI 'New'- Trunks	1 to 3 Trunks	Twelve (12) business days	Four (4) hrs
	4 to 6 Trunks	Sixteen (16) business days	Four (4) hrs
	7 to 9 Trunks	Twenty (20) business days	Four (4) hrs
	10 to 12 Trunks	Twenty-four (24) business days	Four (4) hrs
	13 or more Trunks	Facility due date plus 5 days	Four (4) hrs

Exhibit C
SERVICE INTERVAL TABLES

Product	Services Ordered	Installation Commitments	Repair Commitments
Conversion to UNE-P ISDN PRI- As Specified		See intervals for type of change requested	Four (4) hrs
	As Is	Five (5) business days	Four (4) hrs
UNE-P ISDN PRI- Add/Change Trunks on Existing Facility	1 to 8	Five (5) business days business days	Four (4) hrs
	9 to 16	Six (6) business days	Four (4) hrs
	17 to 24	Seven (7) business days	Four (4) hrs
	Over 25	ICB	Four (4) hrs
UNE-P Centrex 21 - Non Designed- Conversions as Specified		Five (5) business days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P Centrex 21 - Non Designed- New Installations, Address Changes, and Change Requests adding new lines	[Facility check indicates "Available Dispatch Required" and Dispatch "Yes".]	Next available due date as indicated by Appointment Scheduler Note: Appointment Scheduler minimum default interval is 3 (Three) business days.	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] Common Block Configuration Required - Establish Common Block	1 to 21 Lines - No Optional Features	Twenty (20) business days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
	1 to 21 Lines - w/ Optional Features (i.e., ARS, DFIs, SMDR, UCD, etc.)	ICB	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
	22 or more Lines with or without Optional Features	ICB	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] Common Block Configuration Required - Feature Additions requiring Common Block activity per Common Block	1 to 10 Lines	Twenty (20) business days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
	11 or more Lines	ICB	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS

Exhibit C
SERVICE INTERVAL TABLES

Product	Services Ordered	Installation Commitments	Repair Commitments
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] Common Block Configuration Required - Line Class Codes (LCCs)/ CAT/NCOS/DPAT additions/changes requiring Common Block work.	Per Common Block (must be existing Line Class Codes(LCCs)/ CAT/NCOS/DPAT)	Five (5) business days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
	If new LCC/CAT/NCOS or DPAT	Twenty (20) business days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] Common Block Configuration Required - Centrex Management System (CMS)	New Common Blocks & Cust ID's (lines installed at the same time the Common Block is installed)	Twenty (20) business days (after the initial Common Block & associated lines are installed)	N/A
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] Common Block Configuration Required - Designed Services subsequent to initial Common Block installation	Tie Lines/DFI/FX	Thirteen (13) business days (may be longer due to facility due date requirements)	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] No Common Block Configuration Required - Centrex Management System (CMS) Network Access Registers (NARs)	Additional/New Station Lines to be added to CMS	Five (5) business days after line is installed	N/A
	Additions	Five (5) business days	N/A
	Change from Non Blocked to Blocked Service	ICB	N/A

Exhibit C
SERVICE INTERVAL TABLES

Product	Services Ordered	Installation Commitments	Repair Commitments
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] No Common Block Configuration Required - Station Lines (subsequent to the establishment of the Common Block) Includes: Conversions New Lines Moves NOTE: On conversions, numbers are "chipped" into the Common Block at the time of installation.	1 to 10 Lines per location	Five (5) business days or Next available due date thereafter as indicated by Appointment Scheduler.	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
	11 to 20 Lines per location	Ten (10) business days or Next available due date thereafter as indicated by Appointment Scheduler.	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
	21 or more Lines per location	ICB	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] No Common Block Configuration Required Line Feature changes/additions/Removals	1 to 19 Lines	Three (3) business days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
	20 or more Lines	ICB	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] No Common Block Configuration Required Designed Services subsequent to initial Common Block installation	Tie Lines/DFI/FX	Thirteen (13) business days (may be longer due to facility due date requirements)	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] No Common Block Configuration Required Automatic Route Selection (ARS)	Subsequent to Common Block Installation	Twenty (20) business days (may be longer if the activation of ARS is tied to a Private Line facility installation)	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
	Changes to Patterns: 1 to 25 changes 26 to 50 changes 51 or more changes	business days: Five (5) days Ten (10) days Twenty (20) days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
	Adding new Patterns	Twenty (20) business days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS

Exhibit C
SERVICE INTERVAL TABLES

Product	Services Ordered	Installation Commitments	Repair Commitments
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] No Common Block Configuration Required Uniform Call Distribution (UCD)	Per Request	Thirteen (13) business days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] No Common Block Configuration Required Additional Numbers subsequent to initial Common Block installation NOTE: Additional numbers are "chipped" into the Common Block at the time of request.	Blocks (No limit on amount of numbers.)	Five (5) business days	N/A

Exhibit C
SERVICE INTERVAL TABLES

Enhanced Extended Loop Service Interval Table (EEL):

Product	Services Ordered	Installation Commitments	Repair Commitments
Enhanced Extended Loop (EEL)- DS0 or Voice Grade Equivalent	1 to 8	Zone 1: Five (5) business days Zone 2: Six (6) business days	Four (4) hrs Zone 1 Four (4) hrs Zone 2
	9 to 16	Zone 1: Six (6) business days Zone 2: Seven (7) business days	Four (4) hrs Zone 1 Four (4) hrs Zone 2
	17 to 24	Zone 1: Seven (7) business days Zone 2: Eight (8) business days	Four (4) hrs Zone 1 Four (4) hrs Zone 2
	25 or more	ICB	Four (4) hrs
Enhanced Extended Loop (EEL) – DS1	1 to 8	Zone 1: Five (5) business days Zone 2: Eight (8) business days	Four (4) hrs Zone 1 Four (4) hrs Zone 2
	9 to 16	Zone 1: Six (6) business days Zone 2: Nine (9) business days	Four (4) hrs Zone 1 Four (4) hrs Zone 2
	17 to 24	Zone 1: Seven (7) business days Zone 2: Ten (10) business days	Four (4) hrs Zone 1 Four (4) hrs Zone 2
	25 or more	ICB	Four (4) hrs
Enhanced Extended Loop (EEL) – DS3	1 to 3 Circuits	Zone 1: Seven (7) business days Zone 2: Nine (9) business days	Four (4) hrs Zone 1 Four (4) hrs Zone 2
	4 or more Circuits	ICB	Four (4) hrs
Enhanced Extended Loop Conversions (EEL-C) – Private Line (PLTS) - Conversion as is		ICB	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS

* Installation Guidelines apply where facilities/network capacity is in place. Where facilities/network capacity are not in place, intervals are handled on an Individual Case Basis (ICB).

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of April 17, 2003 through April 23, 2003

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact
Delaine Kolbo within five business days of this report. Phone: 605-773-3705

ELECTRIC

EL03-014 In the Matter of the Filing by MidAmerican Energy Company for Approval of Tariff Revisions.

On April 17, 2003, MidAmerican Energy Company filed SDPUC Electric Tariff No. 1, Section No. 6, 8th Revised Sheet No. 2 for Commission approval. MidAmerican is proposing changes to the back of its standard bill form. MidAmerican has retooled its printing operations so that it is now feasible to perform in-house printing on both sides of its bill form. Due to this operational change, MidAmerican no longer needs to retain the contact information for each regulatory agency on every bill regardless of the customer's jurisdiction.

Staff Analyst: Michele Farris
Staff Attorney: Karen Cremer
Date Docketed: 04/17/03
Intervention Deadline: 05/09/03

NATURAL GAS

NG03-003 In the Matter of the Filing by MidAmerican Energy Company for Approval of Tariff Revisions.

On April 17, 2003, MidAmerican Energy Company filed SDPUC Gas Sales Tariff, Section No. VI, Eighth Revised Sheet No. 3 for Commission approval. MidAmerican is proposing changes to the back of its standard bill form. MidAmerican has retooled its printing operations so that it is now feasible to perform in-house printing on both sides of its bill form. Due to this operational change, MidAmerican no longer needs to retain the contact information for each regulatory agency on every bill regardless of the customer's jurisdiction.

Staff Analyst: Michele Farris
Staff Attorney: Karen Cremer
Date Docketed: 04/17/03
Intervention Deadline: 05/09/03

TELECOMMUNICATIONS

TC03-068 In the Matter of the Application of Midcontinent Communications, Inc. for Approval to Expand its Certificate of Authority to Provide Local Exchange Service in the Service Territory of Interstate Telecommunications Cooperative, Inc.

On April 17, 2003, Midcontinent Communications filed an application to amend its certificate of authority to provide local exchange service in the Webster exchange of Interstate Telecommunications Cooperative, Inc. (ITC), a rural telecommunications carrier. In the Webster exchange Midcontinent Communications will use a combination of ITC resold services and the hybrid fiber coax of its cable plant to provide primary transport for residential telephone service. Midcontinent Communications will also

provide intrastate and interstate interexchange services for commercial and residential customers. Midcontinent Communications has requested interconnection pursuant to 47 U.S.C. Section 251(f)(1)(A) with ITC, requests confidential treatment of its financial information, and requests a waiver from providing service to the entire ITC service area to provide local exchange service in the Webster exchange of ITC.

Staff Analyst: Harlan Best
Staff Attorney: Karen E. Cremer
Date Docketed: 04/17/03
Intervention Deadline: 05/02/03

TC03-069 In the Matter of the Filing for Approval of a Wireline Adoption Agreement between Qwest Corporation and Houlton Enterprises, Inc. d/b/a Guaranteed Phone Service.

On April 17, 2003, the Commission received for approval a Wireline Adoption Agreement between Qwest Corporation (Qwest) and Houlton Enterprises, Inc. d/b/a Guaranteed Phone Service (Houlton). According to the parties, Houlton chooses to adopt, in its entirety, the terms and conditions of the Interconnection Agreement and any associated amendments, if applicable, between AT&T Communications of the Midwest, Inc. and Qwest f/k/a U S West which was approved by the Commission on March 4, 1999, in Docket No. TC96-184. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than May 7, 2003. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 04/17/03
Initial Comments Due: 05/07/03

TC03-070 In the Matter of the Filing for Approval of an amendment to a Wireline Adoption Agreement between Qwest Corporation and Houlton Enterprises, Inc. d/b/a Guaranteed Phone Service.

On April 17, 2003, the Commission received for approval an amendment to a Wireline Adoption Agreement between Qwest Corporation (Qwest) and Houlton Enterprises, Inc. d/b/a Guaranteed Phone Service (Houlton). According to the parties, the amendment to the Wireline Adoption Agreement for Voice Traffic - 251(b)(5) Reciprocal Compensation agreement is made in order to reflect the FCC Order on Remand and Report and Order in CC Docket 99-68 (Inter-carrier Compensation for ISP Bound Traffic). Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than May 7, 2003. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 04/17/03
Initial Comments Due: 05/07/03

TC03-071 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and McLeodUSA Telecommunications Services, Inc.

On April 21, 2003, the Commission received for approval an amendment to an Interconnection Agreement between Qwest Corporation and McLeodUSA Telecommunications Services, Inc. According to the parties, this is an amendment to the Agreement approved by the Commission on July 23, 1999, in

Docket TC99-057. The amendment is made in order to add the terms, conditions and rates for UNEs, as set forth in Attachment 1 and Exhibits A, B, and C, attached to the filing. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than May 12, 2003. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 04/21/03
Initial Comments Due: 05/12/03

TC03-072 In the Matter of the Application of Horizon Telecom, Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.

Horizon Telecom, Inc. has filed an application for a Certificate of Authority to provide interexchange intrastate telecommunications services in South Dakota. The applicant intends to provide resold interexchange services, including 1+ outbound dialing, 8XX toll-free inbound dialing, directory assistance, and travel card service throughout South Dakota.

Staff Analyst: Bonnie Bjork
Staff Attorney: Karen Cremer
Date Docketed: 04/23/03
Intervention Deadline: 05/09/03

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**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE FILING FOR)	ORDER APPROVING
APPROVAL OF AN AMENDMENT TO AN)	AMENDMENT TO
INTERCONNECTION AGREEMENT BETWEEN)	AGREEMENT
QWEST CORPORATION AND MCLEODUSA)	
TELECOMMUNICATIONS SERVICES, INC.)	TC03-071

On April 21, 2003, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) an amendment to an interconnection agreement between McLeodUSA Telecommunications Services, Inc. (McLeod) and Qwest. The Amendment is made in order to add terms, conditions and rates for UNEs, as set forth in Attachment 1 and Exhibits A, B and C attached to the amendment.

On April 24, 2003, the Commission electronically transmitted notice of the filing of the amendment to interested individuals and entities. The notice stated that any person wishing to comment on the parties' request for approval had until May 12, 2003, to do so. No comments were filed.

At its duly noticed June 3, 2003, meeting, the Commission considered whether to approve the negotiated amendment to the agreement between Qwest and McLeod. Commission Staff recommended its approval.

The Commission has jurisdiction over this matter pursuant to SDCL Chapter 49-31, and the Federal Telecommunications Act of 1996. In accordance with 47 U.S.C. § 252(e)(2), the Commission found that the amendment does not discriminate against a telecommunications carrier that is not a party to the amendment and the amendment is consistent with the public interest, convenience, and necessity. The Commission unanimously voted to approve the amendment to the agreement. It is therefore

ORDERED, that the Commission approves the negotiated amendment to the agreement as described herein.

Dated at Pierre, South Dakota, this 10th day of June, 2003.

CERTIFICATE OF SERVICE
The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.
By: <u><i>Delaine Kolbo</i></u>
Date: <u><i>6/10/03</i></u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

Robert K. Sahr
ROBERT K. SAHR, Chairman

Gary Hanson
GARY HANSON, Commissioner

James A. Burg
JAMES A. BURG, Commissioner