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

Re: Filing of Resale and Local Switching Amendment to Agreement between  
Qwest Corporation and Midcontinent Communications  
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 Resale and Local Switching Amendment to the Interconnection Agreement between Midcontinent Communications (f/k/a Midco Communications, Inc.) ("Midco") and Qwest Corporation ("Qwest") for approval by the Commission. This is an amendment to the negotiated agreement between Midco and Qwest which was approved by the Commission effective May 5, 1999 in Docket No. TC99-023.

The Amendment adds terms, conditions and rates for Resale and Local Switching as set forth in Attachments 1 and 2 and Exhibits A, B, C and D attached to the Amendment.

Midco has authorized Qwest to submit this Amendment on Midco's behalf.

Sincerely yours,

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

Thomas J. Welk

TJW/vjj

Enclosures

cc: w/o enc. Mary Lohnes, Midco  
Tom Simmons, Midco  
Colleen Sevoid  
Mary Sullivan

AUG 10 2004

**Resale and Local Switching Amendment  
to the Interconnection Agreement between  
Qwest Corporation and  
MidContinent Communications (f/k/a Midco Communications, Inc.)  
for the State of South Dakota**

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**

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

**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 May 5, 1999, as referenced in Docket No. TC99-023 ("Agreement"); and

WHEREAS, the Parties wish to amend the Agreement by adding 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:

**Amendment Terms**

The Agreement is hereby amended by adding the terms, conditions and rates for Resale and Local Switching, as set forth in Attachments 1 and 2, and Exhibits A, B, C and D, attached hereto and incorporated herein.

Rates in Exhibit A shall be updated to 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. Rates in Exhibit A that are "Under Development" shall be updated upon establishment of a rate.

**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. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as Qwest implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

## **Amendments; Waivers**

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. 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.

## **Change of Law**

A. The provisions in this Amendment 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 April 1, 2003 (the Existing Rules). Nothing in this Amendment 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 Amendment 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 Amendment 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 the Agreement. It is expressly understood that this Amendment will be corrected, or if requested by CLEC, amended as set forth herein, to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Amendment. 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, the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Amendment, 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 Amendment, 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.

B. In addition, but without limiting Section A above, nothing in this Amendment 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, Report and Order on Remand, FCC 03-36, 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 Amendment shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of the Decision or concerning whether the Decision should be changed, vacated, dismissed, stayed or modified.

**Entire Agreement**

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

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.

**MidContinent Communications**

Nancy A. Vogel  
Signature

NANCY A. VOGEL  
Name Printed/Typed

BUSINESS DIRECTOR / COMMUNICATIONS  
Title

7-6-04  
Date

**Qwest Corporation**

L. T. Christensen  
Signature

L. T. Christensen  
Name Printed/Typed

Director – Interconnection Agreements  
Title

8/5/04  
Date

## ATTACHMENT 1

### Section 6.0 – RESALE

#### 6.1 Description

6.1.1 Qwest shall offer for resale at wholesale rates any Telecommunications Services that it provides at retail to subscribers who are not Telecommunications Carriers, subject to the terms and conditions of this Section 6.0. All Qwest retail Telecommunications Services are available for resale from Qwest pursuant to the Act and will include terms and conditions (except prices) in Qwest's applicable product Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings. To the extent, however, that a conflict arises between the terms and conditions of the Tariff, catalog, price list, or other retail Telecommunications Services offering and this Amendment, this Amendment shall be controlling.

6.1.2 While this Section 6.0 of this Amendment addresses the provision of certain Qwest services to CLEC for resale by CLEC, the Parties also acknowledge that CLEC is required to provide its Telecommunications Services to Qwest for resale by Qwest. Upon request by Qwest, CLEC shall make its Telecommunications Services available to Qwest for resale pursuant to the applicable provisions of the Telecommunications Act of 1996, the FCC's relevant orders and rules, and the Commission's relevant orders and rules.

6.1.3 Certain Qwest services are not available for resale under this Amendment, as noted in Section 6.2. The applicable discounts for services available for resale are identified in Exhibit A.

#### 6.2 Terms and Conditions

6.2.1 Qwest shall offer introductory training on procedures that CLEC must use to access Qwest's OSS at no cost to CLEC. If CLEC asks Qwest personnel to travel to CLEC's location to deliver training, CLEC will pay Qwest's reasonable travel related expenses. Qwest may also offer to CLEC other training at reasonable costs.

6.2.2 Services available for resale under this Amendment may be resold only to the same class of end user to which Qwest sells such services where such restrictions have been ordered or approved by the Commission. Such restrictions are listed below in this Section 6.2.2.

6.2.2.1 Promotional offerings of ninety (90) days or less are available for resale. Such promotions are available for resale under the same terms and conditions that are available to Qwest retail end users, with no wholesale discount. Should Qwest re-offer any promotion for a sequential ninety (90) day or less promotion period following the initial ninety (90) day or less promotion period, then the initial and subsequent promotion(s) will be available to CLEC for resale with any applicable wholesale discount.

6.2.2.2 Market Trials of ninety (90) days or less are not available for resale.

6.2.2.3 Residential services and Lifeline/Link-up services are available only to the same class of end user eligible to purchase these services from Qwest.

6.2.2.4 Universal Emergency Number Service is not available for resale. Universal Emergency Number Service (E911/911 service) is provided with each Local Exchange Service line resold by CLEC whenever E911/911 service would be provided on the same line if provided by Qwest to a Qwest retail end user.

6.2.2.5 Non-Telecommunications Services, such as inside wiring and maintenance, calling cards and CPE, are not available for resale.

6.2.2.6 Voice messaging service is available for resale at the retail rate with no discount. Enhanced services and Information Services other than voice messaging are not available for resale.

6.2.2.7 Qwest will make retail Contract Service Arrangements (CSA) available for resale at the wholesale discount rate specified in Exhibit A of this Amendment. All terms and conditions (except prices) in Qwest's applicable Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings will apply to resale of CSAs, including early termination liability. Nothing in this Amendment shall affect any obligation of any Qwest retail end user that early terminates a CSA, including payment of any early termination charges. Where CLEC seeks to continue serving a Customer presently served through a resold Qwest CSA, but wishes to provide such service through alternate resale arrangements, Qwest shall provide CLEC the same waivers of early termination liabilities as it makes to its own end users in similar circumstances. In any case where it is required to offer such a waiver, Qwest shall be entitled to apply provisions that provide Qwest substantially the same assurances and benefits that remained to it under the resold agreement as of the time it is changed.

6.2.2.8 Grandfathered services are available for resale by CLEC to existing end users of the grandfathered product or service.

6.2.2.9 Centrex terms and conditions related to calculation of charges for, and Provisioning of common blocks, station lines and optional features will be based on the Centrex definition of a system and a CLEC's serving location.

6.2.2.9.1 Where a common block is applicable, a Centrex system is defined by a single common block or multiple common blocks for a single CLEC within a single Central Office switching system. A common block defines the dialing plan for intercom calling, access to the Public Switched Network and/or private facilities, station line and system restrictions and feature access arrangements and functionality. CLEC may purchase multiple common blocks within a single Central Office switching system when CLEC requires different dialing plans, feature access arrangements and station line or system restrictions within a single system operation. CLEC with multiple common blocks within the same Central Office Switch may have Network Access Register and Private Facility trunk groups aggregated across multiple common blocks. Centrex system based optional features (i.e. Automatic Route Selection) may not be aggregated across multiple common blocks. A Centrex system must provide station lines to at least one location and may provide station lines to multiple locations.

6.2.2.9.2 Centrex station lines are provisioned and charges are calculated based on serving CLEC's location. A location is defined as the site where Qwest

facilities (cable plant from the serving Central Office Switch) meet CLEC facilities (inside wire). In a multi-tenant building, Qwest may bring facilities directly to a single point of Interconnection with CLEC facilities, typically in a basement equipment room, which would be considered a single location for this multi-tenant building. Should Qwest bring service to multiple floors or offices within a multi-tenant building each floor or office with a separate CLEC facilities termination point is considered a location. A CLEC with multiple buildings within contiguous property (campus) will be provisioned and billed as a single location. Contiguous property is defined as property owned or leased by a single CLEC and not separated by public thoroughfare, river or railroad rights-of-way. Property will be considered contiguous when connected via connecting passageways or conduit acceptable to Qwest for its facilities. A CLEC with Centrex station lines from multiple Central Office switching systems, within the same Qwest Wire Center, and provisioned to the same location will not be charged for service or provisioned as if service was originating from a single Centrex system. For example, station lines may only be aggregated from a single Centrex CLEC system to a single CLEC serving location for rating purposes. CLEC may not specify a Central Office as a CLEC location for the termination of Centrex station lines.

6.2.2.10 Private line service used for Special Access is available for resale but not at a discount.

6.2.2.11 Reserved for Future Use.

6.2.2.12 Telecommunications Services provided directly to CLEC for its own use and not resold to end users must be identified by CLEC as such, and CLEC will pay Qwest retail prices for such services.

6.2.3 Qwest shall provide to CLEC Telecommunications Services for resale that are at least equal in quality and in substantially the same time and manner that Qwest provides these services to itself, its subsidiaries, its Affiliates, other Resellers, and Qwest's retail end users. Qwest shall also provide resold services to CLEC in accordance with the Commission's retail service quality requirements, if any. Qwest further agrees to reimburse CLEC for credits or fines and penalties assessed against CLEC as a result of Qwest's failure to provide service to CLEC, subject to the understanding that any payments made pursuant to this provision will be an offset and credit toward any other penalties voluntarily agreed to by Qwest as part of a performance assurance plan, and further subject to the following provisions:

6.2.3.1 Qwest shall provide service credits to CLEC for resold services in accordance with the Commission's retail service requirements that apply to Qwest retail services, if any. Such credits shall be limited in accordance with the following:

- a) Qwest's service credits to CLEC shall be subject to the wholesale discount;
- b) Qwest shall only be liable to provide service credits in accordance with the resold services provided to CLEC. Qwest is not required to provide service credits for service failures that are the fault of the CLEC;
- c) Intentionally Left Blank.



- d) Intentionally Left Blank.
- e) In no case shall Qwest's credits to CLEC exceed the amount Qwest would pay a Qwest end user under the service quality requirements, less any wholesale discount applicable to CLEC's resold services; and
- f) In no case shall Qwest be required to provide duplicate reimbursement or payment to CLEC for any service quality failure incident.

6.2.3.2 Fines and Penalties --- Qwest shall be liable to pay to CLEC fines and penalties for resold services in accordance with the Commission's retail service requirements that apply to Qwest retail services, if any. Such credits shall be limited in accordance with the following:

- a) Qwest's fines and penalties paid to CLEC shall be subject to the wholesale discount;
- b) Qwest shall only be liable to provide fines and penalties in accordance with the resold services provided to CLEC. Qwest is not required to pay fines and penalties for service failures that are the fault of the CLEC;
- c) Reserved for Future Use;
- d) In no case shall Qwest's fines and penalties to CLEC exceed the amount Qwest would pay the Commission under the service quality plan, less any wholesale discount applicable to CLEC's resold services; and
- e) In no case shall Qwest be required to provide duplicate reimbursement or payment to CLEC for any service quality failure incident.

6.2.4 In the event that there are existing agreements between CLEC and Qwest for resale under Qwest retail Tariff discounts, CLEC may elect to continue to obtain services for resale under the existing agreements and retail Tariff discounts, or CLEC may elect to terminate such existing agreements and obtain such services by adopting this Amendment pursuant to the General Terms of the Agreement. If CLEC so adopts this Amendment, the associated wholesale discount specified in Exhibit A of this Amendment will apply.

6.2.5 Reserved for Future Use.

6.2.6 The Parties may not reserve blocks of telephone numbers except as allowed by Applicable Law or regulation.

6.2.7 Qwest will accept at no charge one primary white pages directory listing for each main telephone number belonging to CLEC's end user based on end user information provided to Qwest by CLEC. Qwest will place CLEC's end users' listings in Qwest's directory assistance database and will include such listings in Qwest's Directory Assistance Service. Additional terms and conditions with respect to Directory Listings are described in the Ancillary Services Section and the Qwest Dex Section of the Agreement.

6.2.8 Qwest shall provide to CLEC, for CLEC's end users, 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 information for listings in any databases in which Qwest is required to retain and/or maintain such information. Qwest shall provide CLEC's end user information to the Automatic Location Identification/Database Management System (ALI/DMS). Qwest shall use its standard process to update and maintain CLEC's end user service information in the ALI/DMS used to support E911/911 services on the same schedule that it uses for its retail end users. Qwest assumes no liability for the accuracy of information provided by CLEC.

6.2.9 If Qwest provides and CLEC accepts Qwest's Directory Assistance Service or operator services for CLEC's resold Local Exchange Service lines, such directory assistance and operator services may be provided with branding as provided in the Agreement.

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

6.2.11 When end users switch from Qwest to CLEC, or to CLEC from any other Reseller and if they do not change their service address to an address served by a different Central Office, such end users shall be permitted to retain their current telephone numbers if they so desire.

6.2.12 In the event Qwest properly terminates the Provisioning of any resold services to CLEC for any reason, CLEC shall be responsible for providing any and all necessary notice to its end users of the termination. In no case shall Qwest be responsible for providing such notice to CLEC's end users. Qwest will provide notice to CLEC of Qwest's termination of a resold service on a timely basis consistent with Commission rules and notice requirements.

6.2.13 The underlying network provider of a resold service shall be entitled to receive, from the purchaser of Switched Access, the appropriate access charges pursuant to its then effective Switched Access Tariff.

6.2.14 Resold services are available where facilities currently exist and are capable of providing such services without construction of additional facilities or enhancement of existing facilities. However, if CLEC requests that facilities be constructed or enhanced to provide resold services, Qwest will construct facilities to the extent necessary to satisfy its obligations to provide basic Local Exchange Service as set forth in Qwest's Tariff and Commission rules. Under such circumstances, Qwest will develop and provide to CLEC a price quote for the construction. Construction charges associated with resold services will be applied in the same manner that construction charges apply to Qwest retail end users. If the quote is accepted by CLEC, CLEC will be billed the quoted price and construction will commence after receipt of payment.

### **6.3 Rates and Charges**

6.3.1 Wholesale discounts for resold Telecommunications Services offerings are provided in Exhibit A. The Telecommunications Services offerings available for resale but excluded from the wholesale pricing arrangement in this Amendment are available at the retail Tariff, price list, catalog, or other retail Telecommunications Services offering rates.

Telecommunications Services available for resale with or without a wholesale discount are subject to Commission-approved change, and any such changes shall apply from the effective date of such change on a going-forward basis only.

6.3.2 The Customer Transfer Charges (CTC) as specified in Exhibit A apply when transferring services to CLEC.

6.3.3 A Subscriber Line Charge (SLC), or any subsequent federally mandated charge to end users, will continue to be paid by CLEC without discount for each local exchange line resold under this Amendment. All federal and state rules and regulations associated with SLC as found in the applicable Tariffs also apply.

6.3.4 CLEC will pay to Qwest the Primary Interexchange Carrier (PIC) change charge without discount for CLEC end user changes of Interexchange or IntraLATA Carriers. Any change in CLEC's end users' Interexchange or IntraLATA Carrier must be requested by CLEC on behalf of its end user, and Qwest will not accept changes to CLEC's end users' Interexchange or IntraLATA Carrier(s) from anyone other than CLEC.

6.3.5 CLEC agrees to pay Qwest when its end user activates any services or features that are billed on a per use or per activation basis (e.g., continuous redial, last call return, call back calling, call trace) subject to the applicable discount in Exhibit A as such may be amended pursuant to this Section. With respect to all such charges, Qwest shall provide CLEC with sufficient information to enable CLEC to bill its end users.

6.3.6 Miscellaneous Charges applicable to services ordered for resale by CLEC will apply if such Miscellaneous Charges apply for equivalent services ordered by Qwest retail end users, except that CLEC will receive any applicable wholesale discount. Such Miscellaneous Charges include charges listed in the applicable Tariff.

6.3.7 If the Commission orders additional services to be available for resale, Qwest will revise Exhibit A to incorporate the services added by such order into this Amendment, effective on the date ordered by the Commission. If the Commission indicates those additional services must be available for resale at wholesale discount rates, those additional services will be added to this Amendment at the original Amendment wholesale discount rate.

6.3.8 Qwest shall timely bill new or changed Commission-ordered resale rates or charges using the effective date for such rates or charges as ordered by the Commission. If Qwest bills CLEC amounts different from new or changed rates or charges after the effective date of such rates or charges, Qwest shall make appropriate bill adjustments or provide appropriate bill credits on CLEC's bill(s).

6.3.9 If rates for services resold by CLEC under this Amendment change, based on changes in Qwest's Tariffs, catalogs, price lists or other retail Telecommunications Services offerings, charges billed to CLEC for such services will be based upon the new Tariff, catalogs, price lists, or other retail Telecommunications Services offerings rates less the applicable wholesale discount, if any, as agreed to herein or as established by Commission order. The new rate will be effective upon the effective date of the Tariff, catalog, price list, or other retail Telecommunications Services offerings.

6.3.10 Product-specific nonrecurring charges as set forth in Qwest's applicable Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings will apply when new

or additional resold services are ordered and installed at CLEC's request for use by CLEC's end users. Such nonrecurring charges will be subject to the wholesale discount, if any, that applies to the underlying service being added or changed.

## **6.4 Ordering Process**

6.4.1 CLEC, or CLEC's agent, shall act as the single point of contact for its End Users' 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's End Users contacting Qwest in error will be instructed to contact CLEC; and Qwest's End Users contacting CLEC in error 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 Users who call the other Party seeking such information.

6.4.2 CLEC shall transmit to Qwest all information necessary for the ordering (Billing, listing and other information), installation, repair, maintenance and post-installation servicing according to Qwest's standard procedures, as described in the Qwest Product Catalog PCAT available on Qwest's public web site located at <http://www.qwest.com/wholesale/pcat>. Information shall be provided using Qwest's designated Local Service Request (LSR) format which may include the LSR, end user and resale forms.

6.4.3 Qwest will use the same performance standards and criteria for installation, Provisioning, maintenance, and repair of services provided to CLEC for resale under this Amendment as Qwest provides to itself, its Affiliates, its subsidiaries, other Resellers, and Qwest retail end users. The installation, Provisioning, maintenance, and repair processes for CLEC's resale service requests are detailed in the Support Functions Section, and are applicable whether CLEC's resale service requests are submitted via Operational Support System or by facsimile.

6.4.4 CLEC is responsible for providing to Qwest complete and accurate end user listing information including initial and updated information for Directory Assistance Service, white pages directories, and E911/911 Emergency Services. The Ancillary Services Section of the Agreement contains complete terms and conditions for listings for Directory Assistance Service, white pages directories, and E911/911 Emergency Services.

6.4.5 If Qwest's retail end user, or the end user's new local service provider orders the discontinuance of the end user's existing Qwest service in anticipation of end user moving to a new local service provider, Qwest will render its closing bill to the end user, discontinuing Billing as of the date of the discontinuance of Qwest's service to the end user. If a CLEC that currently provides resold service to an end user, or if end user's new local service provider orders the discontinuance of existing resold service from CLEC, Qwest will bill the existing CLEC for service through the date end user receives resold service from the existing CLEC. Qwest will notify CLEC by Operational Support System interface, facsimile, or by other agreed-upon processes when an end user moves from one CLEC to a different local service provider. Qwest will not provide CLEC with the name of the other local service provider selected by the end user.

6.4.6 CLEC shall provide Qwest and Qwest shall provide CLEC with points of contact for order entry, problem resolution and repair of the resold services. These points of contact will

be identified for both CLEC and Qwest in the event special attention is required on a service request.

6.4.7 Prior to placing orders on behalf of the end user, CLEC shall be responsible for obtaining and having in its possession Proof of Authorization (POA), as set forth in the Proof of Authorization Section of the Agreement.

6.4.8 Due date intervals for CLEC's resale service requests are established when service requests are received by Qwest through Operational Support Systems or by facsimile. Intervals provided to CLEC shall be equivalent to intervals provided by Qwest to itself, its Affiliates, its subsidiaries, other Resellers, and to Qwest's retail end users.

## **6.5 Billing**

6.5.1 Qwest shall bill CLEC and CLEC shall be responsible for all applicable charges for the resold services as provided herein. CLEC shall also be responsible for all Tariffed, cataloged, price listed, and other retail Telecommunications Services offerings charges and charges separately identified in this Amendment associated with services that CLEC resells to an end user under this Amendment.

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

## **6.6 Maintenance and Repair**

6.6.1 Qwest will maintain its facilities and equipment used to provide CLEC resold services. A CLEC or its end users may not rearrange, move, disconnect or attempt to repair Qwest's facilities or equipment, including facilities or equipment that may terminate or be located at the CLEC's end user's premises, other than by connection or disconnection to any interface between Qwest and the end user's facilities, without the written consent of Qwest.

6.6.2 Maintenance and repair procedures are detailed in the Agreement. Access to telephone numbers and Dialing Parity are discussed in the Agreement.

6.6.3 CLEC and Qwest will employ the procedures for handling misdirected repair calls as specified in the Agreement.

## ATTACHMENT 2

### SECTION 9.0 - UNBUNDLED NETWORK ELEMENTS

#### 9.11 Local Switching

Qwest shall provide access to Unbundled Local Switching in a non-discriminatory manner according to the following terms and conditions.

##### 9.11.1 Description

9.11.1.1 Access to Unbundled Local Switching encompasses Line Side and Trunk Side facilities, plus the features, functions, and capabilities of the Switch. The features, functions, and capabilities of the Switch include the basic switching function, as well as the same basic capabilities that are available to Qwest's End User Customers. Unbundled Local Switching also includes access to all vertical features that the Switch is capable of providing, as well as any technically-feasible customized routing functions. Moreover, CLEC may purchase Unbundled Local Switching in a manner that permits CLEC to offer and bill for Exchange Access.

9.11.1.1.1 CLEC is not required to use Qwest's Directory Assistance Services or operator services with its Unbundled Local Switching elements or UNE-P Combinations. CLEC may arrange to provide access to its own, or to a third party's, directory assistance or operator services platform with its unbundled switching elements and UNE-P Combinations.

9.11.1.1.2 Qwest offers access to GR-303 features and functionalities as outlined in this Section. As a condition of this virtual access, CLEC must deploy a Remote Digital Terminal (RT) "hosted" by a GR-303 capable Qwest Switch. Under this architecture, and dependent on the existence and availability of GR-303 in any given office, a CLEC may deploy any compatible GR-303 Remote Terminal under the following conditions:

9.11.1.1.2.1 The Qwest Central Office must have existing GR-303 capability with spare capacity available for use by CLEC. In addition, while CLEC may deploy its choice of Remote Terminal, it must be compatible with the existing Qwest GR-303 interface.

9.11.1.1.2.2 The transport between the Qwest Switch and the CLEC RT may be purchased from Qwest or provided by CLEC. If transport is provided by Qwest, the Demarcation Point will be at a physical cross connect point at the RT. If transport is provided by CLEC, the Demarcation Point will be at a physical cross connect in the Qwest Central Office.

9.11.1.1.2.3 Concentration levels will be in keeping with Qwest's current standard of 4:1 at the Switch. The specific concentration ratios to be applied to the RTs will be determined on a case by case basis.

9.11.1.1.2.4 The TR-057 interface at the RT will be disabled.

This interface enables the universal DLC applications and offers access to the OSS, Provisioning, and performance monitoring systems from the RT. By disabling the TR-057 interface, Qwest ensures that it retains the physical and logical administration of the GR-303 interface and that security and system integrity concerns are minimized.

9.11.1.1.2.5 All traffic must be delivered at 64 clear channel. (i.e. voice compression will not be allowed).

9.11.1.1.2.6 GR-303 was designed for the delivery of circuit switched voice traffic as such, packetized traffic will not be accepted.

9.11.1.1.2.7 While Qwest will retain administration of the DLC, CLEC will be responsible for all traffic management. Changes in Provisioning will be made only at the request of CLEC. CLEC will be allowed to view channel availability and monitor traffic and blocking levels at the RT via a man-to-machine interface (MMI). The CLEC will not have the ability to make any changes as all Provisioning will be done solely by Qwest at CLEC's request.

9.11.1.1.2.8 The parties will be responsible for the repair and maintenance of facilities on their side of the Demarcation Point. It is assumed that this will be done in an as yet undeveloped cooperative manner.

9.11.1.1.2.9 This specific network architecture option for virtual access to the GR-303 interface listed in this section is available via the Special Request Process (SRP). Any request that materially deviates from the language in this section regarding access to the GR-303 interface must be submitted via the Bona Fide Request (BFR) process.

9.11.1.2 Qwest's trunk ports are utilized to access routing tables resident in Qwest's Switch, as necessary to provide access to Shared Transport.

9.11.1.3 Unbundled Local Switching also permits CLEC to purchase a dedicated trunk Port on the local Switch. CLEC may direct originating traffic to such a dedicated trunk via customized routing.

9.11.1.3.1 Vertical features are software attributes on End Office Switches. Vertical features are available separately and are listed in Exhibit E of this Amendment. The Special Request Process contained in Exhibit F of this Amendment shall be used when ordering the activation and/or loading of vertical features on a Switch, that are not currently activated or loaded on the Switch. If features that are loaded on Qwest's Switch(es) are migrated to AIN for Qwest's own use, the Switch software for such features will be retained on the Qwest Switch(es) for the use of CLEC and CLECs End User Customers.

9.11.1.4 Line ports include:

- a) Analog Line Port; and

b) Digital Line Port.

9.11.1.5 Trunk ports include but are not limited to:

a) DS1 Trunk Port (including Local Message);

b) PRI ISDN Trunk Port;

c) DID/PBX Trunk Port;

d) DS3 Trunk Port (including Local Message) may be requested by CLEC via the Special Request Process contained in Exhibit F of this Amendment; and

e) OCN Trunk Port (including Local Message) may be requested by CLEC via the Special Request Process contained in Exhibit F of this Amendment.

9.11.1.6 The following are attributes of line ports and include but are not limited to:

9.11.1.6.1 Telephone number

9.11.1.6.2 Directory Listing

9.11.1.6.3 Dial Tone

9.11.1.6.4 Signaling (Loop or ground start)

9.11.1.6.5 On/Off Hook Detection;

9.11.1.6.6 Audible and Power Ringing

9.11.1.6.7 Automatic Message Accounting (AMA Recording);

9.11.1.6.8 Access to 911, Operator Services, and Directory Assistance;  
and

9.11.1.6.9 Blocking Options.

9.11.1.7 Analog Line Port. The analog line Port is a two wire interface on the Line Side of the End Office Switch that is extended to the MDF. A separate ITP must be ordered for each analog Line Side Port to provide the connection from the MDF to the Demarcation Point. The analog line Port enables CLEC to access vertical features.

9.11.1.8 Reserved for Future Use.

9.11.1.9 Digital Line Side Port (Supporting BRI ISDN)

9.11.1.9.1 Basic Rate Interface Integrated Services Digital Network (BRI ISDN) is a digital architecture that provides integrated voice and data capability (2 wire). A BRI ISDN Port is a Digital 2B+D (2 Bearer Channels for voice or data and 1 Delta Channel for signaling and D Channel Packet) Line Side Switch connection with BRI ISDN voice and data basic elements. For flexibility and



customization, optional features can be added. BRI ISDN Port does not offer B Channel Packet service capabilities. The serving arrangement conforms to the internationally developed, published, and recognized standards generated by International Telegraph and Telephone Union (formerly CCITT).

9.11.1.9.2 Reserved for Future Use.

#### 9.11.1.10 Digital Trunk Ports

9.11.1.10.1 DS1 Local Message Trunk Port (Supporting Local Message Traffic). A DS1 Trunk Port is a DS1 Trunk Side Switch Port that is extended to the trunk main distributing frame and is connected to the Demarcation Point through an ITP. Each DS1 Trunk Port includes a subset of 24 DS0 channels capable of supporting local message type traffic. Requests for DS1 Trunk Port(s) must be followed by a separate order for a Message Trunk Group, as further described in this Section.

9.11.1.10.2 Message Trunk Group. A Message Trunk Group is a software feature that establishes the trunk group and its associated trunk members. Signaling and addressing attributes are defined at the group level. Trunk members may be associated with individual channels of the DS1 Trunk Port.

9.11.1.10.3 Requests for establishing new outgoing and two-way Message Trunk Groups must be coordinated with and followed by requests for Customized Routing. Incoming only trunk groups do not require Custom Routing.

9.11.1.11 Unbundled DS1 PRI ISDN Trunk Port (Supporting DID/DOD/PBX). A DS1 trunk Port is a DS1 Trunk Side Switch Port terminated at a DSX1 or equivalent. Each DS1 Trunk Port includes a subset of 24 DS0 channels capable of supporting DID/DOD/PBX type traffic. Requests for DS1 Trunk Port(s) must be followed by separate order(s) to establish new Trunk Group(s) or to augment existing Trunk Group(s).

9.11.1.11.1 Digital PRI ISDN Trunk Port. A Digital Trunk PRI ISDN Port is a four wire DS1 with connection at the DSX-1 bay (or equivalent). Digital Trunk DS1 activation is a logical subset or channel of a DS1 facility Port.

9.11.1.11.1.1 PRI ISDN Trunk Ports are provisioned at a DS1 level. B-channels are provisioned to transmit information such as voice, circuit switched data, or video. A D-channel is provisioned to carry the control or signaling on a 64kbit(s) channel.

9.11.1.11.1.2 PRI Trunk Port requires a digital four-wire full duplex transmission path between ISDN capable Customer Premises Equipment (CPE) and a PRI ISDN- equipped Qwest Central Office.

9.11.1.11.1.3 The PRI Central Office trunk Port is a DS1 which provides 24 64kbps channels. This product is dedicated call type of PRI with Custom protocol, up to 23 of the channels may be used as 64kbps B channels. The 24<sup>th</sup> channel must be configured as a D channel, which will carry the signaling and control information. The B channels transmit voice and data or Circuit Switched Data (only).

9.11.1.11.1.4 Reserved for Future Use.

9.11.1.11.1.5 PRI ISDN includes 2-way DID functionality. DID is a special trunking arrangement that permits incoming calls from the exchange network to reach a specific PBX station directly without attendant assistance.

9.11.1.11.1.6 DID service is offered with an analog or digital 2-way. If digital, the individual DS0's are 2-way trunks using advanced service that requires DID ports.

9.11.1.11.1.7 The 23B+D Trunk Port configuration provides Ports for 23B-channels and 1 D-channel.

9.11.1.11.1.8 The 24-B Trunk Port configuration provides 24 B-channels on a DS1 Port. The signaling information is provided by the D-channel on the first D-channel Port.

9.11.1.11.1.9 The 23B Backup D Trunk Port configuration provides 23 B-channels and a backup D-channel Port is used if the primary D-channel Port fails.

#### 9.11.1.12 Analog Trunk Ports

9.11.1.12.1 DS0 Analog Trunk Ports can be configured as DID, DOD, and Two-way.

9.11.1.12.2 Analog Trunk Ports provide a 2-Way Analog Trunk with DID, E&M Signaling and 2-Wire or 4-Wire connections. This Trunk Side connection inherently includes hunting within the trunk group.

9.11.1.12.3 All trunks are designed as 4-Wire leaving the Central Office. For 2-Wire service, the trunks are converted at the Customer's location.

9.11.1.12.4 Two-way Analog DID Trunks are capable of initiating out going calls, and may be equipped with either rotary or Touch-tone (DTMF) for this purpose. When the trunk is equipped with DID Call Transfer feature, both the trunk and telephone instruments must be equipped with DTMF.

9.11.1.12.5 Two-way Analog DID Trunks require E&M signaling. Qwest will use Type I and II E&M signaling to provide these trunks to the PBX. Type II E&M signaling from Qwest to the PBX will be handled as a Special Assembly request, through the Special Request Process (SRP) as provided for in Exhibit F of this Amendment.

### 9.11.2 Terms and Conditions

9.11.2.1 CLEC may purchase access to all vertical features that are loaded in Qwest's End Office Switch. CLEC may request features that are not activated and/or not loaded in a Qwest End Office Switch utilizing the Special Request Process contained in Exhibit F of this Amendment. If CLEC requests activation and/or loading of features in

a Switch, appropriate recurring and nonrecurring charges will apply. Features provided through AIN capabilities in Qwest's signaling network are not available.

9.11.2.2 Local Switch ports include CLEC use of Qwest's signaling network for traffic originated from the Line Side switching Port. CLEC access to the Qwest signaling network shall be of substantially the same quality as the access that Qwest uses to provide service to its own End User Customers.

9.11.2.3 CLEC shall be responsible for updating the 911/E911 database through Qwest's third party database provider for any unbundled Switch Port ordered. Additional 911/E911 provisions are contained in the Ancillary Services Section of the Agreement.

9.11.2.4 The Line Side Port includes the connection between the End Office Switch and the MDF. The connection from the MDF to the Demarcation Point shall be an ITP provided by Qwest pursuant to the rates in Exhibit A. The Trunk Side Port includes the connection between the End Office Switch and the TMDF. The connection from the TMDF to the Demarcation Point shall be an ITP provided by Qwest pursuant to the rates in Exhibit A. The Demarcation Point for Line Side and Trunk Side ports shall be as described earlier in this Section.

9.11.2.5 Unbundled Local Switching does not constitute a UNE, and is therefore not available at UNE rates, when CLEC's End User Customer to be served with Unbundled Local Switching has four (4) or more access lines at a given location and the lines are located in density zone 1 in specified Metropolitan Statistical Areas (MSAs). Unbundled Local Switching is available at market-based rates when CLEC's End User Customer to be served with Unbundled Local Switching has four (4) or more access lines at a given location and the lines are located in density zone 1 in specified MSAs. This exception applies to density zone 1 as it was defined by Qwest on January 1, 1999.

9.11.2.5.1 For the purposes of the above paragraph, the following Wire Centers constitute density zone 1 in each of the specified MSAs:

MSA	CLLI	Wire Center Name
None		

9.11.2.5.1.1 For End User Customers located within the Wire Center specified above, CLEC will determine whether End User Customers it intends to serve with UNEs have four access lines or more in advance of submitting an order to Qwest for Unbundled Local Switching at UNE rates. If the End User Customer is served by four access lines or more, CLEC will not submit an order to Qwest for Unbundled Local Switching at UNE rates.

9.11.2.5.2 This exclusion will be calculated using the number of DS0-equivalent access lines CLEC intends to serve an End User Customer within a Wire Center specified above.

9.11.2.5.3 Reserved for Future Use.

9.11.2.5.4 Only dial-tone lines shall be used in counting the exclusion.

Private line type data lines, alarm or security lines, or any other type of non-dial-tone lines shall not be used in the count.

9.11.2.5.5 The high frequency portion of a Loop shall not count as a second line.

9.11.2.5.6 End-user Customers shall be considered individually in MDU buildings or any other multiple use or high-rise building or campus configuration, as long as they are individually billed as the Customer of record.

9.11.2.5.7 CLEC may order new Unbundled Local Switching or UNE-P Combinations in quantities that exceed three (3). If CLEC orders four (4) or more such Unbundled Local Switching elements or UNE-P Combinations for an individual End User Customer at a given location within the Wire Center(s) identified above in this section, market-based rates for the Unbundled Local Switching elements or for the unbundled switching component of the UNE-P service as provided in Exhibit A to this Amendment shall apply.

9.11.2.5.7.1 When a CLEC's End User Customer with three (3) lines or fewer served by UNE-P or unbundled switching adds lines so that it has four (4) or more lines at a given location, CLEC shall do one of the following regarding the original three (3) Unbundled Local Switching elements or UNE-P lines within sixty (60) days from the date the fourth line is added: 1) CLEC may retain such unbundled switching lines at a market-based rate or retain such UNE-P lines as UNE-P Combinations with a market-based rate for the unbundled switching component shown in Exhibit A of this Amendment; or 2) CLEC shall convert such lines from UNE-P lines or unbundled switching elements to resold services or other appropriate arrangement.

9.11.2.5.8 A BRI ISDN line counts as one line.

9.11.2.6 CLEC must order DID numbers in blocks of 20. One primary directory listing in the main directory is provided for each PBX system.

9.11.2.7 CLEC is required to subscribe to a sufficient number of trunk ports to adequately handle volume of incoming calls.

9.11.2.8 Additional line or trunk features not offered with the basic DID/PBX product, are available to CLEC on an Individual Case Basis.

9.11.2.9 Additional arrangements not offered with the basic PRI product are available to CLEC on an Individual Case Basis.

9.11.2.10 Qwest will provide access to Centrex Customer Management System (CMS) with unbundled switching.

9.11.2.11 Qwest will comply with the FCC's Open Network Architecture (ONA) rules for Network Disclosure. Should the ONA rules be modified so that Network Disclosure is no longer required, this Amendment shall be modified to include provision for disclosure of network interface changes.

### 9.11.3 Rate Elements

9.11.3.1 Each Port type described above will have a separate associated Port charge, including monthly recurring charges and one-time nonrecurring charges which are contained in Exhibit A of this Amendment. Exhibit A contains both the UNE rates and market rates for this component of unbundled local switching. UNE Rates apply unless the End User Customer to be served has four access lines or more and the lines are located in density zone 1 in MSAs specified earlier in this Section. In the latter circumstance, market rates apply.

9.11.3.2 The rate structure for PRI ISDN trunk ports includes a monthly Minute of Use (MOU) recurring charge for the basic PRI ISDN product (23B+D plus standard features). Nonrecurring charges are incurred for the trunk Port, first trunk and each additional trunk.

9.11.3.3 Originating local usage will be measured and billed based on minutes of use. Exhibit A contains the UNE rates and the market rates for this component of Unbundled Local Switching. UNE Rates apply unless the End User Customer to be served has four access lines or more and the lines are located in density zone 1 in MSAs specified earlier in this Section. In the latter circumstance, market rates apply.

9.11.3.4 Vertical features will be offered as options for Unbundled Local Switching at rates set forth in Exhibit A of this Amendment. Exhibit A contains the UNE rates and the market rates for this component of Unbundled Local Switching. UNE Rates apply unless the End User Customer to be served has four access lines or more and the lines are located in density zone 1 in MSAs specified earlier in this Section. In the latter circumstance, market rates apply.

9.11.3.5 Subsequent Order Charge. A subsequent order charge, as set forth in Exhibit A of this Amendment, applies when CLEC orders additional vertical features to an existing Port.

### 9.11.4 Ordering

9.11.4.1 Installation intervals for Unbundled Switch Ports and Switch-activated Vertical features are contained in the Exhibit C. The interval will start when Qwest receives a complete and accurate Local Service Request/Access Service Request (LSR/ASR). This date is considered the start of the service interval if the order is received prior to 3:00 p.m. The service interval will begin on the next business day for service requests received after 3:00 p.m. This interval may be impacted by order volumes and load control considerations. The service intervals have been established and are set forth in Exhibit C to this Amendment.

9.11.4.2 Switch-activated vertical features shall be ordered using the LSR (Local Service Request) process as described in the PCAT.

9.11.4.3 Vertical features that are loaded in a Switch, but not activated, shall be ordered using the Special Request Process set forth in Exhibit F. Qwest will provide the cost and timeframe for activation of the requested vertical feature(s) to CLEC within fifteen (15) business days of receipt of the Special Request.

9.11.4.4 Vertical features that are not loaded in a Switch shall be ordered using the Special Request Process set forth in Exhibit F. Qwest will provide information to CLEC on the feasibility of providing the vertical feature(s) within 15 business days of receipt of the Special Request.

9.11.4.5 Unbundled local Switch ports are required when ordering unbundled Shared Transport as described in the PCAT.

### **9.11.5 Usage Billing Information**

#### **9.11.5.1 Exchange Access Service(s)**

Qwest shall provide CLEC with usage information necessary to bill for InterLATA and IntraLATA Exchange Access in the form of either the actual usage or a negotiated or state-approved surrogate for this information.

#### **9.11.5.2 Retail Service(s)**

Qwest shall provide CLEC with information necessary for CLEC to bill its End User Customers in the form of the actual information that is comparable to the information Qwest uses to bill its own End User Customers.

#### **9.11.5.3 Local Usage**

Qwest shall record and provide to CLEC local/EAS usage data for originating, but not terminating, local traffic, including but not limited to transit traffic. Until such time that Qwest provides CLEC with local/EAS usage data for terminating local traffic, Qwest shall not charge CLEC for terminating minutes of use.

**Exhibit A  
South Dakota\***

Amendment				
		Recurring	Nonrecurring	Notes
6.0		Wholesale Discount Percentage Recurring Charges	Wholesale Discount Percentage Nonrecurring Charges	
<b>Resale</b>				
<b>6.1 Wholesale Discount Rates</b>				
6.1.1	Basic Exchange Residential Line Service	15.55%	15.55%	
6.1.2	Basic Exchange Business Line Service/PBX/PAL	15.55%	15.55%	
6.1.3	IntraLATA Toll	15.55%	15.55%	
6.1.4	Package/Special Services (e.g., Centrex, ISDN, DSS Frame Relay Service, ACS)	15.55%	15.55%	
6.1.5	Listings, CO Features & Information Services	15.55%	15.55%	
6.1.6	Private Line	15.55%	15.55%	
<b>6.2 Customer Transfer Charge (CTC)</b>				
6.2.1	CTC for POTS Service			
	First Line (Mechanized)		\$5.00	
	Each Additional Line (Mechanized)		\$5.00	
	First Line (Manual)		\$5.00	
	Each Additional Line (Manual)		\$5.00	
6.2.2	CTC for Private Line Transport Services			
	First Circuit		\$35.28	1
	Additional Circuit, per circuit, same CSR		\$35.28	1
6.2.3	CTC for Advanced Communications Services, per circuit		\$52.38	1
<b>9.0 Unbundled Network Elements (UNEs)</b>				
<b>9.11 Local Switching</b>				
9.11.1	Local Switching - TELRIC Based Rates			
	Analog Line Side Port, First Port	\$1.84	\$101.15	
	Each Additional Port	\$1.84	\$54.43	
9.11.2	Vertical Features			
<b>Basic Features</b>				
	10XXX Direct Dialed Blocking	\$0.0000		1
	Account Codes - per system	\$0.0000	\$81.28	1
	Attendant Access Line - per station line	\$0.0000	\$1.17	1
	Audible Message Waiting	\$0.0000	\$1.03	1
	Authorization Codes - per system	\$0.0000	\$243.08	1
	Auto Callback	\$0.0000		1
	Automatic Line, per station line	\$0.0000	\$0.35	1
	Automatic Route Selection - Common Equip. per system	\$0.0000	\$2,132.83	1
	Blocking of pay per call services	\$0.0000		1
	Bridging	\$0.0000		1
	Call Drop	\$0.0000	\$0.35	1
	Call Exclusion - Automatic	\$0.0000	\$1.03	1
	Call Exclusion - Manual	\$0.0000	\$0.68	1
	Call Forward Don't Answer - All Calls	\$0.0000		1
	Call Forwarding Incoming Only	\$0.0000	\$38.52	1
	Call Forwarding Intra Group Only	\$0.0000		1
	Call Forwarding Variable Remote	\$0.0000		1
	Call Forwarding: Busy Line (Expanded)	\$0.0000		1
	Call Forwarding: Busy Line (External)	\$0.0000		1
	Call Forwarding: Busy Line (External) Don't Answer	\$0.0000		1
	Call Forwarding: Busy Line (Overflow)	\$0.0000		1
	Call Forwarding: Busy Line (Overflow) Don't Answer	\$0.0000		1
	Call Forwarding: Busy Line (Programmable)	\$0.0000		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)	\$0.0000		1
	Call Forwarding: Don't Answer	\$0.0000		1
	Call Forwarding: Don't Answer (Expanded)	\$0.0000		1
	Call Forwarding: Don't Answer (Programmable)	\$0.0000		1
	Call Forwarding: Variable	\$0.0000		1
	Call Forwarding: Variable - no call complete option	\$0.0000		1
	Call Hold	\$0.0000		1
	Call Hold/3-Way/Call Transfer	\$0.0000		1
	Call Park (Basic - Store & Retrieve)	\$0.0000		1
	Call Pickup	\$0.0000		1
	Call Transfer	\$0.0000		1
	Call Waiting Dial Originating	\$0.0000		1
	Call Waiting Indication - per timing state	\$0.0000	\$1.03	1
	Call Waiting Originating	\$0.0000		1
	Call Waiting Terminating - All Calls	\$0.0000		1
	Call Waiting Terminating - Incoming Only	\$0.0000		1
	Call Waiting/ Cancel Call Waiting	\$0.0000		1
	CENTREX COMMON EQUIPMENT		\$1,225.34	1
	Centrex Plus DID numbers per number	\$0.0000		1

**Exhibit A  
South Dakota\***

	Recurring	Nonrecurring	Notes
Centrex Plus to Centrex Plus	\$0.0000		1
Centrex Plus to IC Carrier	\$0.0000		1
Centrex Plus to PBX/Key Blocked	\$0.0000		1
Centrex Plus to PBX/Key Non-Blocked	\$0.0000		1
CFBL - All Calls	\$0.0000		1
CFBL - Incoming Only	\$0.0000		1
CFDA Incoming Only	\$0.0000		1
CLASS - Anonymous Call Rejection	\$0.0000		1
CLASS - Call Waiting ID	\$0.0000		1
CLASS - Calling Name & Number	\$0.0000		1
CLASS - Calling Number Delivery	\$0.0000		1
CLASS - Calling Number Delivery - Blocking	\$0.0000		1
CLASS - Continuous Redial	\$0.0000	\$1.28	1
CLASS - Last Call Return	\$0.0000	\$1.29	1
CLASS - Priority Calling	\$0.0000	\$1.22	1
CLASS - Selective Call Forwarding	\$0.0000	\$1.28	1
CLASS - Selective Call Rejection	\$0.0000	\$1.22	1
Custom Ringing First Line (Short/Long/Short)	\$0.0000		1
Custom Ringing First Line (Short/Short)	\$0.0000		1
Custom Ringing First Line (Short/Short/Long)	\$0.0000		1
Custom Ringing Second Line (Short/Long/Short)	\$0.0000		1
Custom Ringing Second Line (Short/Short)	\$0.0000		1
Custom Ringing Second Line (Short/Short/Long)	\$0.0000		1
Custom Ringing Third Line (Short/Long/Short)	\$0.0000		1
Custom Ringing Third Line (Short/Short)	\$0.0000		1
Custom Ringing Third Line (Short/Short/Long)	\$0.0000		1
Data Call Protection (DMS 100)	\$0.0000		1
Dir Sta Sel/Busy Lamp Fld per arrangement	\$0.0000	\$0.35	1
Directed Call Pickup with Barge-in	\$0.0000	\$20.48	1
Directed Call Pickup without Barge-in	\$0.0000	\$20.48	1
Distinctive Ring/Distinctive Call Waiting	\$0.0000	\$40.95	1
Distinctive Ringing	\$0.0000		1
EBS - Set Interface - per station line	\$0.0000		1
Executive Busy Override	\$0.0000		1
Expensive Route Warning Tone- per system	\$0.0000	\$73.05	1
Facility Restriction Level - per system	\$0.0000	\$44.94	1
Feature Display	\$0.0000		1
Group Intercom- Per Line	\$0.0000	\$0.46	1
Hot Line - per line	\$0.0000	\$1.03	1
Hunting: Multiposition Circular Hunting	\$0.0000		1
Hunting: Multiposition Hunt Queuing - per group	\$0.0000	\$39.20	1
Hunting: Multiposition Series Hunting	\$0.0000		1
Hunting: Multiposition with Announcement in Queue	\$0.0000	\$39.20	1
Hunting: Multiposition with Music in Queue	\$0.0000	\$41.39	1
Incoming Calls Barred	\$0.0000		1
International Direct Dial Blocking	\$0.0000		1
ISDN Short Hunt	\$0.0000	\$1.73	1
Line Side Answer Supervision	\$0.0000		1
Loudspeaker Paging - per trunk group	\$0.0000	\$179.33	1
Make Busy Arrangements - per group	\$0.0000	\$0.68	1
Make Busy Arrangements - per line	\$0.0000	\$0.68	1
Message Center - per main station line	\$0.0000	\$0.35	1
Message Waiting Indication Audible/Visual	\$0.0000		1
Message Waiting Visual, per line	\$0.0000	\$0.35	1
Music On Hold - per system	\$0.0000	\$23.50	1
Network Speed Call	\$0.0000		1
Night Service Arrangement	\$0.0000		1
Outgoing Calls Barred	\$0.0000		1
Outgoing Trunk Queuing	\$0.0000		1
Privacy Release, per station line	\$0.0000	\$0.48	1
Query Time, per station line	\$0.0000	\$0.35	1
Speed Calling 1 Digit Controller	\$0.0000		1
Speed Calling 1 Digit User	\$0.0000		1
Speed Calling 1# List Individual	\$0.0000		1
Speed Calling 2 Digit Controller	\$0.0000		1
Speed Calling 2 Digit User	\$0.0000		1
Speed Calling 2# List Individual	\$0.0000		1
Speed Calling 30 Number	\$0.0000		1
Speed Calling 8 Number	\$0.0000		1
Station Camp-On Service - per main line, per line	\$0.0000	\$0.35	1
Station Message Detail Recording (SMDR)	\$0.0000		1
Three Way Calling	\$0.0000		1
Time and Date Display	\$0.0000		1
Time of Day Control for ARS - per system	\$0.0000	\$127.82	1
Time of Day NCOS Update	\$0.0000	\$0.55	1
Time of Day Routing - per line	\$0.0000	\$0.52	1
Toll Restriction Service	\$0.0000		1
Trunk Answer Any Station	\$0.0000		1
Trunk Verification from Designated Station	\$0.0000	\$0.40	1



**Exhibit A  
South Dakota\***

	Recurring	Nonrecurring	Notes
UCD in hunt group - per line	\$0.0000	\$0.68	1
UCD with Music After Delay	\$0.0000		1
SMDR-P - SERVICE ESTABLISHMENT CHARGE, INITIAL INSTALLATION	\$0.0000	\$344.67	1
SMDR-P - ARCHIVED DATA	\$0.0000	\$180.10	1
<b>Additional Premium Features</b>			
CMS - SYSTEM ESTABLISHMENT - INITIAL 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)			
First Port	\$11.65	\$237.87	1
Each Additional Port	\$11.65	\$237.87	1
9.11.5 Digital Trunk Ports			
DS1 Local Message Trunk Port	\$88.32	\$224.45	1
Message Trunk Group, First Trunk		\$174.29	1
Message Trunk Group, Each Additional		\$48.63	1
DS1 PRI ISDN Trunk Port	\$196.24	637.09	1
DS1 / DID Trunk Port	\$4.10	213.24	1
9.11.6 DS0 Analog Trunk Port			
First Port	\$21.97	\$127.02	1
Each Additional	\$21.97	\$30.98	1
9.11.7 Local Usage, per Minute of Use	\$0.000702		#
<b>9.12 Local Switching - Market Based Rates</b>	Available in Zone 1 Wire Centers		

**NOTES:**

- 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.
- # Rate Voluntarily reduced.

[1] Rates addressed in Cost Docket filed on October 15, 2002.

## 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 Local Switching Service Interval Table:**

Product	Services Ordered	Installation Commitments	Repair Commitments
<b>Unbundled Switching</b>			
<b>Unbundled Switching – Line Side Analog</b> With Line Class Code (LCC) already supported in requested switch.	1 to 8	Zone 1: Five (5) business days  Zone 2: Six (6) business days	Twenty-four (24) hrs. Zone 1  Twenty-four (24) hrs. Zone 2
	9 to 16	Zone 1: Six (6) business days  Zone 2: Seven (7) business days	Twenty-four (24) hrs. Zone 1  Twenty-four (24) hrs. Zone 2
	17 to 24	Zone 1: Seven (7) business days  Zone 2: Eight (8) business days	Twenty-four (24) hrs. Zone 1  Twenty-four (24) hrs. Zone 2
	25 or more	ICB	Twenty-four (24) hrs.
	<b>Unbundled Switching – Line Side Analog – Existing</b> – Vertical Feature(s) (Features change without inward line activity and not impacting the design of the circuit.)	1 to 19	Two (2) business days
	20 to 39	Four (4) business days	Twenty-four (24) hrs. OOS Forty-eight (48) hrs. AS
	40 or more	ICB	Twenty-four (24) hrs. OOS Forty-eight (48) hrs. AS
<b>Unbundled Switching – New Line Class Code (LCC)</b> ordered through customized routing		ICB	Twenty-four (24) hrs.
<b>Unbundled Switching – BRI-ISDN Line-side Port.</b> With a U S WEST standard configuration and Line Class Code (LCC) already supported in the requested switch	1 to 4 Lines	Zone 1: Seven (7) business days  Zone 2: ICB	Twenty-four (24) hrs. Zone 1  Twenty-four (24) hrs. Zone 2
	5 or more	ICB	Twenty-four (24) hrs.

Exhibit C  
SERVICE INTERVAL TABLES

<b>Unbundled Switching – BRI-ISDN Line-side Port.</b> With non-standard configuration and Line Class Code (LCC) already supported in the requested switch	1 to 4 Lines	Zone 1: Seventeen (17) business days (includes 10 days for complex translations.)  Zone 2: ICB	Twenty-four (24) hrs. Zone 1  Twenty-four (24) hrs. Zone 2
	5 or more	ICB	Twenty-four (24) hrs.
<b>Unbundled Switching – DS1 Trunk Port</b>	1 to 8 Ports	Zone 1: Five (5) business days  Zone 2: Six (6) business days	Twenty-four (24) hrs. Zone 1  Twenty-four (24) hrs. Zone 2
	9 to 16 Ports	Zone 1: Six (6) business days  Zone 2: Seven (7) business days	Twenty-four (24) hrs. Zone 1  Twenty-four (24) hrs. Zone 2
	17 to 24 Ports	Zone 1: Seven (7) business days  Zone 2: Eight (8) business days	Twenty-four (24) hrs. Zone 1  Twenty-four (24) hrs. Zone 2
	25 or more Ports	ICB	Twenty-four (24) hrs.
<b>Unbundled Switching – Message Trunk Groups</b> <ul style="list-style-type: none"> <li>• Translation questionnaire required</li> <li>• Routing to trunks is ordered separately as Customized Routing</li> <li>• DS1 trunk port &amp; UDIT in place.</li> </ul>	Zone 1: 1 to 24	Seven (7) business days	Twenty-four (24) hrs.
	25 to 48	Eight (8) business days	Twenty-four (24) hrs.
	49 to 72	Ten (10) business days	Twenty-four (24) hrs.
	73 to 96	Twelve (12) business days	Twenty-four (24) hrs.
	97 to 120	Fourteen (14) business days	Twenty-four (24) hrs.
	121 to 144	Fifteen (15) business days	Twenty-four (24) hrs.
	145 to 168	Sixteen (16) business days	Twenty-four (24) hrs.
	169 to 240	Eighteen (18) business days	Twenty-four (24) hrs.
	241 or more	ICB	Twenty-four (24) hrs.
	Zone 2: 1 to 24	Eighteen (18) business days	Twenty-four (24) hrs.
	25 to 72	Nineteen (19) business days	Twenty-four (24) hrs.

**Exhibit C  
SERVICE INTERVAL TABLES**

	73 to 120	Twenty (20) business days	Twenty-four (24) hrs.
	121 or more	ICB	Twenty-four (24) hrs.
<b>Unbundled Switching – Two Way and DID Equivalent Group</b> (add/change/increase) DS1 trunk port in place	1 to 8 Trunks	Zone 1: Five (5) business days	Twenty-four (24) hrs. Zone 1
		Zone 2: Six (6) business days	Twenty-four (24) hrs. Zone 2
	9 to 16 Trunks	Zone 1: Six (6) business days	Twenty-four (24) hrs. Zone 1
		Zone 2: Seven (7) business days	Twenty-four (24) hrs. Zone 2
	17 to 24 Trunks	Zone 1: Seven (7) business days	Twenty-four (24) hrs. Zone 1
Zone 2: Eight (8) business days		Twenty-four (24) hrs. Zone 2	
	25 or more Trunks	ICB	Twenty-four (24) hrs.
<b>Unbundled Switching – PRI-ISDN Capable Trunk-Side</b> DS1 Trunk port in place	1 to 8	Zone 1: Five (5) business days	4 hrs. Zone 1
		Zone 2: Six (6) business days	4 hrs. Zone 2
	9 to 16	Zone 1: Six (6) business days	4 hrs. Zone 1
		Zone 2: Seven (7) business days	4 hrs. Zone 2
	17 to 24	Zone 1: Seven (7) business days	Four (4) hrs. Zone 1
Zone 2: Eight (8) business days		Four (4) hrs. Zone 2	
	25 or more	ICB	Four (4) hrs.
<b>Unbundled Packet Switching</b>	<ul style="list-style-type: none"> <li>• Design changes – 8 Business days</li> <li>• Non-design changes – 5 Business days</li> <li>• Service changes – 5 Business days</li> </ul>	New service request – 10 Business days	Twenty-four (24) hrs

**NOTE:** 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).

Exhibit D

VERTICAL SWITCH FEATURES FOR UNE-SWITCHING

USOC for feature	Feature Description
3BL	3-Way Call Block
3CW	Call Transfer – Trunk Side
53W	Open Switch Interval Protection
69B1X	Call Forwarding - Busy Line
69D	Call Pick-up Directed
69H	Call Forwarding - Don't Answer
69J	Call Forwarding - Busy Line
6APPK	Call Hold
6MD	Barge-In
6SY	Call Waiting Terminating
6SZ	Call Waiting Originating
9FK	Secretarial Listing
A6PPK	Additional Primary Directory Number, Per PDN
A6QPN	Additional Secondary Directory Number*
ACS	Additional Call Appearances, Per Appearance
AR5	ARS Patterns Per Facility Terminating In Patterns
ARS-B	Automatic Route Selection, Common Equip
AS9	Additional Shared Call Appearance, Per Appearance
AYK	Class Anonymous Call Rejection
B2DPK	Automatic Dial
BOV	Executive Busy Override
C4Z	Call Park
CLT	Additional Directory Listing
CMD	Customer Dialed Account Recording
CTP	Call Transfer - All Calls
CV9	Call Forwarding – Variable
CXT	Remote Access Service
D06	Secondary DN
D08	Multiple Shared Call Appearances Of A DN
DAL	Foreign Listing
DHA	Distinctive Alert
DMA	Directed Call Pick-up - Per Line, Barge-In
DO6	Secondary Directory Number
DO8	Shared Directory Number
DPB	Directed Call Pick-up - Per System
E1N	Intracall
E3D	Speed Call
E3F	Speed Calling – 30 Per Line Accessing List
E3P	Call Pick-up
E3PPK	Call Pick-up
E62	Call Waiting Dial Originating
E6D	Directed Call Pick-up - Per Line, Non Barge-In

Exhibit D

VERTICAL SWITCH FEATURES FOR UNE-SWITCHING

USOC for feature	Feature Description
E6G	Call Forwarding – Busy Restricted
E6GUR	Call Forwarding – Busy Unrestricted
E6N	Call Waiting – Intragroup, Per Line Equipped
E8C	Speed Calling 8#
E9G	Call Forwarding - Don't Answer Restricted
E9GUR	Call Forwarding - Don't Answer Unrestricted
EAB	Call Hold
EAT	Call Forwarding - Variable
EBR	Attendant Camp-On And Indication Of Camp-On
EGR	Group Use Service
EH6	Multiline Hunt Group - Circular Hunt
EH8	Multiline Hunt Group - Preferential List Hunt - First Line – Equipped
EH9	Multiline Hunt Group - Preferential List Hunt Additional Line – Equipped
EO3	Call Transfer
ERB	Call Forward Busy - Cust Activate
ERD	Call Forward Don't Answer - Cust Activate
ESC	3-Way
ESH	Convenience Dialing - Shared User
ESHT3	Speed Calling - 30 Per List
ESHT6	Speed Calling - 6 Per List
ESM	Call Forward Variable
EST	Speed Calling - 6 Per Line Accessing List
ESX	Call Waiting
ESZ	Call Waiting – Originating
ETD	Call Diversion
ETG	Call Restriction
ETQPB/BLF	Direct Station Selection/Busy Lamp Field
ETQPB/GIC	Group Intercom All Calls
ETQPB/MWI	Message Center Bus Set
EVB	Call Forward Busy – Programmed
EVBHG	Call Forward Busy - Per Hunt Group
EVD	Call Forward Don't Answer – Programmed
EVDHG	Call Forward Don't Answer - Per Hunt Group
EVF	Call Forward Busy Line Don't Answer, Forward To Outside Number
EVFHG	Call Forward Busy Line Don't Answer, Forward To Outside Number, Per Hunt Group
EVK	Call Forward Busy Line Don't Answer, Overflow
EVKHG	Call Forward Busy Line Don't Answer, Overflow, Per Hunt Group

Exhibit D

VERTICAL SWITCH FEATURES FOR UNE-SWITCHING

USOC for feature	Feature Description
EVO	Call Forward Busy Line, Overflow
EVOHG	Call Forward Busy Line, Overflow - Per Hunt Group
EY3PS	Network Speed Call
FAL	Additional Listing In Another Directory
FBJ	Call Forward, Busy Line – Expanded
FBJHG	Call Forward, Busy Line – Expanded - Per Hunt Group
FCU/FCY	Call Forwarding-Programmable
FDJ	Call Forward, Don't Answer – Expanded
FDJHG	Call Forward, Don't Answer – Expanded - Per Hunt Group
FGDPN	Secondary Directory Number, Per SDN
FID LNR after line USOC	Last Number Redial
FID MSB after line USOC	Make Set Busy
FID NDT after line USOC	Data Call Protection
FID PRK after line USOC	Call Park
FKAPN	Continuous Redial, Per PDN
FKDPN	Last Call Return, Per PDN
FKEPN	Selective Call Forwarding, Per PDN
FKQPN	Call Rejection, Per PDN
FNA	Alternate Call Listing
FOQ	Call Forwarding Without Call Completion
FVJ	Call Forwarding Busy Line/Don't Answer Interoffice
FVJHG	Call Forwarding Busy Line/Don't Answer Interoffice - Per Hunt Group
G5BPN	X.25 Reverse Charge Acceptance, Per Number
GFDPN	Packet Switched Data Including One X.25 Logical Channel
GSVPK	X.25 Throughput Class Negotiation
GVJ	Speed Calling - 1 & 2 Digit List
GVT	6-Way
GVV	Speed Calling - 1 & 2 Digit List
GVZ	Speed Calling - 1 & 2 Digit List
GXEPN	X.25 Fast Select Acceptance, Per Number
GXGPK	X.25 Flow Control Parameter Negotiation
H6U	Hunting – UCD - Data
H6UPG	Hunting – UCD - Data - Per Group
HBS	Last Call Return Block
HCKPG	Circular Hunting - Per Group
HDT	Hunting - Circular – Data
HDTPG	Hunting - Circular - Data - Per Group
HLA	Hot Line
HSHP	Preferential Hunting
HSO	Series Completion Per Each TN Hunted To
HTG	Hunting Feature



Exhibit D

VERTICAL SWITCH FEATURES FOR UNE-SWITCHING

USOC for feature	Feature Description
HX2	Call Waiting Terminating
JUL	Joint User Listing
KX9	Toll Restriction
LBN	Caller Id LIDB Listing
M1W	Message Waiting Indicator Audible/Visible
MAZ	Analog Call Appearance
MGN	Audible Message Waiting Service
MJJPK	Conference Calling Meet Me
MO9PK	Conference Calling Preset
MUMHT	Centrex Billing; Network Access Register Sharing Capability
MV5	Visual Message Waiting Service
N13	Call Transfer/Three Way
N2D	Hunting - Sequential - Data
N2DPG	Hunting - Sequential - Data - Per Group
N3CPB	Non-Standard Configuration Group, Per Button
NAE	Shared Call Appearance, Per Appearance
NBWP	Message Waiting Indication, Per PDN
NC8PN	Priority Call, Per PDN
NCE	Class Selective Call Forwarding
NDD	Caller ID Blocking-All Calls, Per PDN
NDK	Automatic Identified Outward Dialing
NF4VC	Calling Number Id Feature Package
NF4VF	Flexible Calling Feature Package
NGQ	Did Sequential Number Block
NGS	20 Sequential DID Numbers
NHGPG	Key Short Hunt, Per Group
NHGPN	Key Short Hunt, Per Number
NHN	Each DID Number
NHNRN	Each DID Reserved
NJEPN	Call Forwarding Variable-All Calls-Voice, Per DN
NJGPN	Call Forwarding Busy Line-All Calls-Voice, Per DN
NJKPN	Call Forwarding Don't Answer-All Calls-Voice, Per DN
NKM	Class Calling Number Delivery Blocking
NKM	Caller-ID Block Per Line
NLT	Non-Listed Service
NM1PP	Isdn Calling Name Delivery
NMCPN	Call Name Id, Per Number
NN8PK	Speed Calling (8), Per Terminal
NNK	CLASS Name /#
NPU	Non-Published Service
NQ1PN	Call Exclusion, Per DN
NQ2PN	Call Forwarding Busy Line For Circuit-Switched Data

Exhibit D

VERTICAL SWITCH FEATURES FOR UNE-SWITCHING

USOC for feature	Feature Description
NQMPN	Call Forwarding Don't Answer For Circuit-Switched Data
NRCJ1	Call Forwarding - Outside
NRCJ6	Call Waiting – Intragroup, Per System
NSD	Caller Identification Number
NSH	Alternate Listing
NSK	Class Priority Call
NSQ	Class Last Call Return
NSS	Class Continuous Redial
NSW	No Solicitation Calls Directory Listing
NSY	Class Selective Call Rejection
NTU	Night Service (Trunk Answer Any Station)
NU4PN	Call Forwarding Variable-All Calls For Circuit Switched Data
NW9AL	Additional X.25 Logical Channel, Per Logical Channel
NWT	Flexible Calling Feature Package
NXJPK	Speed Calling (30), Per Terminal
NZ6PK	Six Way Conference, Per Terminal
NZHPN	Call Pick-up, Per Number
NZQ	Hunting – Sequential
NZQPG	Hunting – Sequential - Per Group
NZS	Hunting – Circular
NZSPG	Hunting – Circular - Per Group
NZT	Hunting – UCD
NZTPG	Hunting – UCD - Per Group
NZVPG	Intercom, Per Group
OBK5X	Optional Calling Plans*
OTQ	Outgoing Trunk Queuing
PLC	Code Calling
PLS	Advanced Private Line Termination
RBVXC	International Toll Block
RD7PN	Redirecting Number Delivery, Per Number
REAGF	Block Compromise Charge-Removal Of A TN From A Sequential Number Block
REAGG	Block Compromise Charge-Temporary Removal Of A TN From A Sequential Number Block
REAGM	Changing Number Of Digits Outpulsed, Per Change
REAGN	Changing Signaling, Per Change
RGE	Automatic Callback
RGG1A	Custom Ringing
RGG1B	Custom Ringing
RGG1C	Custom Ringing
RGG2A	Custom Ringing
RGG2B	Custom Ringing

## Exhibit D

### VERTICAL SWITCH FEATURES FOR UNE-SWITCHING

USOC for feature	Feature Description
<b>RGG2C</b>	Custom Ringing
<b>RGG3A</b>	Custom Ringing
<b>RGG3B</b>	Custom Ringing
<b>RGG3C</b>	Custom Ringing
<b>RN4PP</b>	Isdn Redirecting Name Delivery
<b>RNCEP</b>	Easy Number
<b>RNN</b>	Distinctive Call Waiting Tone
<b>RTV1Q</b>	Toll Restriction – Billed Number Screening
<b>RTV1X</b>	Toll Restriction – Billed Number Screening
<b>RTV2Q</b>	Toll Restriction – Billed Number Screening
<b>RTV3Q</b>	Toll Restriction – Billed Number Screening
<b>RTV4Q</b>	Toll Restriction – Billed Number Screening
<b>RTVXN</b>	Restriction Of 976 Calls
<b>RTVXQ</b>	Toll Restriction – Billed Number Screening
<b>RTVXY</b>	10xxx Direct Dialed Blocking
<b>RTY</b>	Toll Restriction Service Individual & Key Lines
<b>SE3PG</b>	Hunting - Series Completion - Per Group
<b>SE3PG</b>	Series Completion Hunt, Per Group
<b>SE3PN</b>	Hunting - Series Completion - Per #
<b>SEA</b>	Selective Class Of Call Screening Per Access Line
<b>SRG</b>	Selective Class Of Call Screening Per Line Or Trunk
<b>TW1</b>	Talking Call Waiting
<b>U1E</b>	Loop Extension Technology
<b>XLL</b>	Directory Line Of Information
<b>XRW,XRS</b>	2B+D (Circuit Switched Data)*
<b>ZNBHX</b>	Zone 2 - With Hunting; In Central (EAS)
<b>ZPTMX</b>	Isdn Call Transfer Per T-1 Facility

#### PACKAGES

<b>UVKBX</b>	Call Waiting/Cancel, Speed Call 30, 3-Way Automatic Call Back, and Call Forward Variable
<b>UVKEX</b>	Basic Vertical Feature Package & Class Features, Call Waiting ID, Call Name & Number Delivery, Continuous Redial, Selective Call Forwarding, Selective Call Rejection, and Anonymous Call Rejection

**South Dakota Public Utilities Commission**  
**WEEKLY FILINGS**  
**For the Period of August 5, 2004 through August 11, 2004**

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: 605-773-3201

**ELECTRIC**

**EL04-025**      **In the Matter of the Joint Request for an Electric Service Territory Boundary Change between Xcel Energy, Inc. and Sioux Valley-Southwestern Electric Cooperative, Inc. d/b/a Sioux Valley Energy.**

On August 6, 2004, Sioux Valley Energy filed, for Commission approval, a Service Territory Exchange Agreement between Xcel Energy, Inc. and Sioux Valley-Southwestern Electric Cooperative, Inc. The agreement seeks a modification to the existing service territories of the respective companies allowing each party to better serve present and future customers within the modified territories.

Staff Analyst: Michele Farris  
Staff Attorney: Karen Cremer  
Date Filed: 08/06/04  
Intervention Deadline: 08/27/04

**NATURAL GAS**

**NG04-006**      **In the Matter of the Filing by Montana-Dakota Utilities Co., a Division of MDU Resources Group, Inc. for Approval of an Amendment to a Contract with Deviation with Merillat Corporation.**

Application by Montana-Dakota Utilities Co. (MDU) for an amendment to its existing contract with Merillat Corporation which will expire on October 31, 2004. The proposed amendment provides for service to continue to Merillat for a one year period ending October 31, 2005, under the terms of the original contract. MDU has requested approval with less than 30 days notice.

Staff Analyst: Dave Jacobson  
Staff Attorney: Karen Cremer  
Date Filed: 08/06/04  
Intervention Deadline: 08/27/04

**NG04-007**      **In the Matter of the Filing by MidAmerican Energy Company for Approval of Tariff Revisions.**

Application by MidAmerican Energy Company for approval of tariff provisions which will make backbilling customers in cases of incorrect billing an option instead of mandatory. MidAmerican has recently discovered a problem with certain electronic meter reading devices which caused customers to be billed for less gas than actually used. MidAmerican proposes to not backbill these customers for the usage not previously billed for.

Staff Analyst: Dave Jacobson

Staff Attorney: Karen Cremer  
Date Filed: 08/09/04  
Intervention Deadline: 08/27/04

## TELECOMMUNICATIONS

**TC04-164 In the Matter of the Request of Splitrock Properties, Inc. for Certification Regarding its Use of Federal Universal Service Support.**

On August 5, 2004, Splitrock Properties, Inc. (Splitrock) provided information constituting Splitrock's plan for the use of its federal universal service support and to otherwise verify that Splitrock will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best  
Staff Attorney: Karen E. Cremer  
Date Filed: 08/05/04  
Intervention Deadline: 08/27/04

**TC04-165 In the Matter of the Request of Alliance Communications Cooperative, Inc. for Certification Regarding its Use of Federal Universal Service Support.**

On August 5, 2004, Alliance Communications Cooperative, Inc. (Alliance) provided information constituting Alliance's plan for the use of its federal universal service support and to otherwise verify that Alliance will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best  
Staff Attorney: Karen E. Cremer  
Date Filed: 08/05/04  
Intervention Deadline: 08/27/04

**TC04-166 In the Matter of the Request of Northeast Nebraska Telephone Company for Certification Regarding its Use of Federal Universal Service Support.**

On August 5, 2004, Northeast Nebraska Telephone Company (Northeast) provided information constituting Northeast's plan for the use of its federal universal service support and to otherwise verify that Northeast will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best  
Staff Attorney: Karen E. Cremer  
Date Filed: 08/05/04  
Intervention Deadline: 08/27/04

**TC04-167 In the Matter of the Request of City of Brookings Municipal Telephone Department for Certification Regarding its Use of Federal Universal Service Support.**

On August 5, 2004, City of Brookings Municipal Telephone (Brookings) provided information constituting Brookings' plan for the use of its federal universal service support and to otherwise verify that Brookings will use all federal universal service support received in a manner that is

consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best  
Staff Attorney: Karen E. Cremer  
Date Filed: 08/05/04  
Intervention Deadline: 08/27/04

**TC04-168 In the Matter of the Request of Venture Communications Cooperative for Certification Regarding its Use of Federal Universal Service Support.**

On August 5, 2004, Venture Communications Cooperative (Venture) provided information constituting Venture's plan for the use of its federal universal service support and to otherwise verify that Venture will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best  
Staff Attorney: Karen E. Cremer  
Date Filed: 08/05/04  
Intervention Deadline: 08/27/04

**TC04-169 In the Matter of the Request of Midstate Communications, Inc. for Certification Regarding its Use of Federal Universal Service Support.**

On August 5, 2004, Midstate Communications, Inc. (Midstate) provided information constituting Midstate's plan for the use of its federal universal service support and to otherwise verify that Midstate will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best  
Staff Attorney: Karen E. Cremer  
Date Filed: 08/05/04  
Intervention Deadline: 08/27/04

**TC04-170 In the Matter of the Request of Three River Telco for Certification Regarding its Use of Federal Universal Service Support.**

On August 6, 2004, Three River Telco (Three River) provided information constituting Three River's plan for the use of its federal universal service support and to otherwise verify that Three River will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best  
Staff Attorney: Karen E. Cremer  
Date Filed: 08/06/04  
Intervention Deadline: 08/27/04

**TC04-171 In the Matter of the Request of Jefferson Telephone Company for Certification Regarding its Use of Federal Universal Service Support.**

On August 6, 2004, Jefferson Telephone Company (Jefferson) provided information constituting Jefferson's plan for the use of its federal universal service support and to otherwise verify that Jefferson will use all federal universal service support received in a manner that is consistent

with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best  
Staff Attorney: Karen E. Cremer  
Date Filed: 08/06/04  
Intervention Deadline: 08/27/04

**TC04-172 In the Matter of the Request of Beresford Municipal Telephone Company for Certification Regarding its Use of Federal Universal Service Support.**

On August 6, 2004, Beresford Municipal Telephone Company (Beresford) provided information constituting Beresford's plan for the use of its federal universal service support and to otherwise verify that Beresford will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best  
Staff Attorney: Karen E. Cremer  
Date Filed: 08/06/04  
Intervention Deadline: 08/27/04

**TC04-173 In the Matter of the Request of RT Communications, Inc. for Certification Regarding its Use of Federal Universal Service Support.**

On August 6, 2004, RT Communications, Inc. provided information constituting RT Communications' plan for the use of its federal universal service support and to otherwise verify that RT Communications will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best  
Staff Attorney: Karen E. Cremer  
Date Filed: 08/06/04  
Intervention Deadline: 08/27/04

**TC04-174 In the Matter of the Request of West River Telecommunications Cooperative for Certification Regarding its Use of Federal Universal Service Support.**

On August 6, 2004, West River Telecommunications Cooperative (West River) provided information constituting West River's plan for the use of its federal universal service support and to otherwise verify that West River will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best  
Staff Attorney: Karen E. Cremer  
Date Filed: 08/06/04  
Intervention Deadline: 08/27/04

**TC04-175 In the Matter of the Request of West River Telecommunications Cooperative (Mobridge) for Certification Regarding its Use of Federal Universal Service Support.**

On August 6, 2004, West River Telecommunications Cooperative (Mobridge) provided information constituting Mobridge's plan for the use of its federal universal service support and to otherwise verify that Mobridge will use all federal universal service support received in a manner

that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best  
Staff Attorney: Karen E. Cremer  
Date Filed: 08/06/04  
Intervention Deadline: 08/27/04

**TC04-176 In the Matter of the Request of Mount Rushmore Telephone Company and Fort Randall Telephone Company for Certification Regarding its Use of Federal Universal Service Support.**

On August 9, 2004, Mount Rushmore Telephone Company and Fort Randall Telephone Company (the Companies) provided information constituting the Companies' plan for the use of its federal universal service support and to otherwise verify that the Companies will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best  
Staff Attorney: Karen E. Cremer  
Date Filed: 08/09/04  
Intervention Deadline: 08/27/04

**TC04-177 In the Matter of the Request of Valley Telephone Company for Certification Regarding its Use of Federal Universal Service Support.**

On August 9, 2004, Valley Telephone Company (Valley) provided information constituting Valley's plan for the use of its federal universal service support and to otherwise verify that Valley will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best  
Staff Attorney: Karen E. Cremer  
Date Filed: 08/09/04  
Intervention Deadline: 08/27/04

**TC04-178 In the Matter of the Request of Red River Telecom, Inc. for Certification Regarding its Use of Federal Universal Service Support.**

On August 9, 2004, Red River Telecom, Inc. (Red River) provided information constituting Red River's plan for the use of its federal universal service support and to otherwise verify that Red River will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best  
Staff Attorney: Karen E. Cremer  
Date Filed: 08/09/04  
Intervention Deadline: 08/27/04

**TC04-179 In the Matter of the Request of Cheyenne River Sioux Tribe Telephone Authority for Certification Regarding its Use of Federal Universal Service Support.**

On August 9, 2004, Cheyenne River Sioux Tribe Telephone Authority (CRSTTA) provided



information constituting CRSTTA's plan for the use of its federal universal service support and to otherwise verify that CRSTTA will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best  
Staff Attorney: Karen E. Cremer  
Date Filed: 08/09/04  
Intervention Deadline: 08/27/04

**TC04-180      In the Matter of the Filing for Approval of an Amendment to an  
Interconnection Agreement between Qwest Corporation and Midcontinent  
Communications.**

On August 10, 2004, the Commission received a filing for approval of a Resale and Local Switching Amendment to the Interconnection Agreement between Qwest Corporation and Midcontinent Communications. The parties state that the Amendment adds terms, conditions, and rates for Resale and Local Switching. Any party wishing to comment on the Amendment may do so by filing written comments with the Commission and the parties to the Amendment no later than August 30, 2004. Parties to the Amendment may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Rolayne Ailts Wiest  
Date Filed: 08/10/04  
Initial Comments Due: 08/30/04

**TC04-181      In the Matter of the Application of VCI Company for a Certificate of Authority  
to Provide Local Exchange Services in South Dakota.**

On August 10, 2004, VCI Company filed an application for a Certificate of Authority to provide facilities-based and resold local exchange, and intra-LATA toll services within the State of South Dakota. Applicant's services include, but are not limited to, basic local exchange services, intraLATA toll and customer calling features. Applicant also intends to provide exchange access services to interconnecting carriers pursuant to the rates, terms and conditions in an access services tariff to be filed with the Commission after Applicant's Certificate of Authority has been issued. Applicant proposes to provide facilities-based local exchange services using Unbundled Network Elements-Platform (UNE-P) leased or purchased from South Dakota certificated facilities-based local exchange carriers. Applicant may further resell the local exchange services of other South Dakota certificated local exchange carriers. Applicant proposes to provide service throughout the area in South Dakota currently served by Qwest Corporation.

Staff Analyst: Christine Hibbeler  
Staff Attorney: Karen Cremer  
Date Filed: 08/10/04  
Intervention Deadline: 08/27/04

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

IN THE MATTER OF THE FILING FOR ) APPROVAL OF AN AMENDMENT TO AN ) INTERCONNECTION AGREEMENT BETWEEN ) QWEST CORPORATION AND MIDCONTINENT ) COMMUNICATIONS )	ORDER APPROVING AMENDMENT TO AGREEMENT  TC04-180
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On August 10, 2004, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) an amendment to an interconnection agreement between Midcontinent Communications (Midcontinent) and Qwest. The amendment adds terms, conditions and rates for Resale and Local Switching as set forth in Attachments 1 and 2 and Exhibits A, B, C and D attached to the amendment.

On August 12, 2004, 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 August 30, 2004, to do so. No comments were filed.

At its duly noticed October 12, 2004, meeting, the Commission considered whether to approve the negotiated amendment to the agreement between Qwest and Midcontinent. 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 20<sup>th</sup> day of October, 2004.

<b>CERTIFICATE OF SERVICE</b>
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>Aldine Kallen</i></u>
Date: <u>10/21/04</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