

In the Matter of _____

IN THE MATTER OF THE FILING BY U
S WEST COMMUNICATIONS, INC. FOR
A P P R O V A L O F
NEGOTIATED/ARBITRATED TERMS
O F A G R E E M E N T F O R
INTERCONNECTION, RESALE, AND
UNBUNDLED ELEMENTS BETWEEN
ADVANCED COMMUNICATIONS
GROUP, INC. AND U S W E S T
C O M M U N I C A T I O N S , I N C .

MEMORANDA

- 11/19/98 Filed and Docketed;
- 11/19/98 Weekly Filing;
- 11/30/98 Staff Analyses and Recommendations;
- 11/30/98 Letter Response to Staff Analyses and Recommendations;
- 1/7/99 Assignment;
- 3/1/99 Order Approving Adoption of Agreement,
- 3/1/99 Docket Closed.
- 3/31/00 First Amendment to Interconnection Agreement;
- 3/30/00 Weekly Filing;
- 4/12/00 Second Amendment to Interconnection Agreement;
- 4/13/00 Weekly Filing;
- 5/23/00 Order Approving First and Second Amendments to Agreement;
- 5/23/00 Docket Closed.

TC98-203

U S WEST, Inc.
1801 California Street, Suite 5100
Denver, Colorado 80202
303 619-2677
Facsimile 303 298-8197

James H. Gallegos
Senior Attorney

USWEST

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November 18, 1998

NOV 19 1998

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Via Overnight Delivery

Mr. William Bullard, Jr.
Executive Director
South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501

**Re: Filing of Interconnection Agreement between Advanced
Communications Group, Inc. and U S WEST Communications, Inc.**

Dear Mr. Bullard:

Enclosed for filing is an original and ten (10) copies of the Interconnection Agreement (the "Agreement") between Advanced Communications Group and U S WEST for approval by the Commission. The Agreement is a negotiated agreement with the parties adopting the Interconnection Agreement between Sprint Communications Company, L.P. and U S WEST, Docket No. TC97-149 which was approved by the Commission effective November 21, 1997. Pursuant to the terms of the Agreement, the parties are requesting the Commission expedite its review and approval of this Agreement.

Please date stamp and return the copy of this letter which is enclosed in the self-addressed stamped envelope provided. Thank you for your cooperation and assistance in this matter.

Yours truly,


James H. Gallegos

Enclosures

cc: Service List

cc: Neil Schmid
Director of Regulatory Affairs
Advanced Communications Group, Inc.
110 S. Phillips Ave., Suite 202
Sioux Falls, SD 57104

Colleen Sevold
Manager, Public Policy
125 S. Dakota Avenue, 8th Floor
Sioux Falls, SD 57194

Ron Van Zandbergen (enclosure letter only)
U S WEST Communications, Inc.
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Kristine B. Macneal (enclosure letter only)
U S WEST Communications, Inc.
Contract Development & Services
188 Inverness Drive West, Suite 600
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SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

ADVANCED COMMUNICATIONS GROUP, INC

AND

U S WEST COMMUNICATIONS, INC

NEGOTIATED/ARBITRATED TERMS OF AGREEMENT
FOR INTERCONNECTION, RESALE, AND UNBUNDLED ELEMENTS

FOR THE STATE OF
SOUTH DAKOTA

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appendices. Unless otherwise provided in this Agreement, U S WEST will perform all of its obligations hereunder within the state of South Dakota subject to State and Federal rules

- 2.2 In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement) such action shall not be unreasonably delayed, withheld or conditioned. The parties will assign an implementation team of sufficient expertise to implement this agreement.

- 2.3 This Agreement is effective in the state of South Dakota

This section will be amended to include other states as other state Agreements are finalized. The Parties agree to further amend this agreement in accordance with decisions rendered in ACG/U S WEST Arbitration cases in those other states (See Appendix B).

- 2.4 The Parties have included for convenience certain rates, terms and conditions in this Agreement which reflect those established in this and some of the arbitrations involving other CLECs. ACG acknowledges (1) that those rates, terms, and conditions are extended only because of the arbitration results, (2) that U S WEST intends to appeal certain of those decisions, and (3) that any negotiations, appeal, stay, injunction or similar proceeding impacting the applicability of those rates, terms and conditions to the local service providers who were parties to those arbitrations will similarly impact the applicability of those rates, terms and conditions to ACG.

3 TERM OF AGREEMENT

- 3.1 When executed by authorized representatives of U S WEST and ACG, this Agreement shall become effective upon Commission approval and shall expire on December 15, 1999 unless renewed by mutual agreement or terminated earlier in accordance with the provisions of this Agreement.
- 3.2 Upon expiration of the term of this Agreement this Agreement shall continue in force and effect unless and until a new agreement, addressing all of the terms of this Agreement, becomes effective between the Parties. The Parties agree to commence negotiations on a new agreement no later than six months before the termination of this Agreement.

4. DEFINITIONS

- 4.1. "Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended by the telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or a Commission within its state of jurisdiction.
- 4.2. "Access Services" refers to the tariffed interstate and intrastate switched access and private line transport services offered for the origination and/or termination of interexchange traffic (see each Parties' appropriate state and interstate access tariffs).
- 4.3. "ADSL" or "Asymmetrical Digital Subscriber Line" means a transmission technology which transmits an asymmetrical digital signal using one of several transmission methods (for example, carrier - less AM/PM discrete multi-tone, or discrete wavelet multi-tone).
- 4.4. "Access Service Request" or "ASR" means the industry standard forms and supporting documentation used for ordering Access Services. The

ASR will be used to order trunking and facilities between ACG and U S WEST for Local Interconnection Service.

- 4.5. Advanced Intelligent Network (AIN)¹ is a network functionality platform that permits service-specific conditions to be programmed into a switch which, when met, directs the switch to suspend call processing and to receive special instructions for further call handling instructions in order to enable carriers to offer advanced features, services and routing.
- 4.6. "AMA" means the Automated Message Accounting structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Bellcore as GR-1100-CORE which defines the industry standard for message recording.
- 4.7. "Automatic Number Identification" or "ANI" means a signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.
- 4.8. "Basic Exchange telecommunications Service" means a service offered to end users that provides the end user with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and that enables such end user to generally place calls to, or receive calls from, other stations on the public switched telecommunications network. Basic residence and business line services are Basic Exchange Telecommunication Services.
- 4.9. "BLV/BLVI Traffic" means an operator service call in which the caller inquires as to the busy status of or requests an interruption of a call on another Customer's Telephone Exchange Service Line.

- 4.10. "Calling Party Number" or "CPN" is a Common Channel Signaling ("CCS") parameter which refers to the number transmitted through a network identifying the calling party.
- 4.11. "Central Office Switch" means a switch used to provide telecommunications Services, including, but not limited to:
- 4.11.1. "End Office Switches" which are used to terminate Customer station loops for the purpose of interconnecting to each other and to trunks; and
- 4.11.2. "Tandem Office Switches" which are used to connect and switch trunk circuits between and among other Central Office Switches. Access tandems provide connections for exchange access and toll traffic while local tandems provide connections for local/EAS traffic.
- 4.12. "Centrex" ("Centron") means a telecommunications Service that uses central office switching equipment for call routing to handle direct dialing of calls, and to provide many private branch exchange-like features.
- 4.13. "CLASS features" are optional end user switched services that include, but are not necessarily limited to: Automatic Call Back; Call Trace; Caller ID and Related Blocking Features; Distinctive Ringing/Call Waiting; Selective Call Forward; Selective Call Rejection. (See Bellcore documentation for definition).
- 4.14. "Collocation" means an arrangement whereby one Party's (the "Collocating Party") facilities are terminated in its equipment necessary for Interconnection or for access to Network Elements on an unbundled basis which has been installed and maintained at the premises of a second Party (the "Housing Party"). Collocation may be "physical" or "virtual." In "Physical Collocation," the Collocating Party installs and

maintains its own equipment in the Housing Party's premises. In "Virtual Collocation," the Housing Party installs and maintains the Collocating Party's equipment in the Housing Party's premises.

- 4.15 "Combinations" consist of multiple Elements that are logically related to enable ACG to provide service in a geographic area or to a specific customer.
- 4.16 "Commission" means the South Dakota Public Utilities Commission or alternatively named governmental agency responsible to regulate telecommunications.
- 4.17 "Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special signaling network fully separate from the public voice switched network elements that carry the actual call. The CCS used by the Parties shall be Signaling System 7.
- 4.18 "Competitive Local Exchange Carrier" (CLEC) means an entity authorized to provide Local Exchange Service that does not otherwise qualify as an incumbent LEC.
- 4.19 "Customer" means a third-party that subscribes to telecommunications Services provided by either of the Parties.
- 4.20 "Customer Account Record Exchange" ("CARE") This refers to customer account data exchanged electronically between a Local Exchange Carrier (US WEST) and another Carrier (e.g., ACG LD, etc.) in order to maintain current, accurate data on the customer's account status.

U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

- 4.21 "Customer Usage Data" means the local telecommunications Services usage data of a ACG Customer, measured in minutes, sub-minute increments (e.g. 1/10 minutes, seconds, 1/10 seconds, etc.), message units, or otherwise, that is recorded by U S WEST and forwarded to ACG.
- 4.22 "Digital Signal Level" means one of several transmission rates in the time division multiplexing hierarchy.
- 4.23 "Digital Signal Level 0" or "DS0" means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.
- 4.24 "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.
- 4.25 "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.
- 4.26 "E911 Service" is a method of routing 911 calls to a PSAP that uses customer location data in the ALI/DMS to determine the PSAP to which a call should be routed.
- 4.27 "EAS/Local Traffic" means traffic that originates and terminates in a geographically defined area (Local Calling Area) as toll free service which is established by the effective tariffs of the incumbent local exchange carrier. This may also include Local Measured Service.
- 4.28 "Electronic Data Interface (EDI)" is a means of electronically sending and receiving data messages computer to computer.

- 4.35 "Information Service Traffic" means Local Traffic or intraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party's information services platform (e.g., 976).
- 4.36 "Integrated Digital Loop Carrier (IDLC)" means a subscriber loop carrier system which integrates within the switch at a DS1 or higher digital transmission signal level.
- 4.37 "Integrated Services Digital Network" or "ISDN" means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BR-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D). Primary Rate Interface - ISDN (PRI-ISDN) provides a digital transmission of 23 bearer channels and one data channel (23+D).
- 4.38 "Interconnection" is as described in the Act and refers to the connection of separate pieces of equipment, facilities, or platforms between or within networks for the purpose of transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic.
- 4.39 "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, intraLATA or interLATA Telephone Toll Services.
- 4.40 "Interim Number Portability (INP)" INP applies to those situations where an end-user customer elects to transfer service from the INP Provider to the INP Requester and they also wish to retain their existing telephone number. INP consists of INP Provider's provision to the INP Requester the capability to route calls placed to telephone numbers assigned to the INP Provider's switches to the INP Requester's switches. INP is available prior to the implementation of Permanent Number Portability (PNP) and

uses methods such as Remote Call Forwarding to provide number portability

- 4.41 "IntraLATA Toll" means traffic that is originates and terminates within a given LATA and is not considered local switched traffic. The LATA boundaries are established by the effective tariffs of the incumbent local exchange carrier as of the date of this agreement or as may be changed by Commission order.
- 4.42 "Line Information Data Base(s) (LIDB)" means one or all, as the context may require, of the Line Information Databases owned individually by U S WEST and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by U S WEST and other entities. A LIDB also contains validation data for collect and third number-billed calls, which include billed number screening.
- 4.43 "Local Interconnection Service (LIS)" provides for local call termination services under reciprocal traffic exchange. LIS provides ACG the ability to terminate calls within a U S WEST defined Local Calling Area, Extended Area Service (EAS) area or LATA, as set forth herein.
- 4.44 "Local Loop Transmission" or "Loop" means the entire transmission path which extends from the network interface or demarcation point at a Customer's premises to the Main Distribution Frame or other designated frame or panel in a Party's Wire Center which serves the Customer and includes all necessary loop concentrators / multiplexers.
- 4.45 Local Number Portability is the ability of an end user customer to retain their telephone when changing service providers and or offices in a common rate center.

- 4.45 "Main Distribution Frame" or "MDF" means the distribution frame of the Party providing the Loop used to interconnect cable pairs and line and trunk equipment terminals on a switching system.
- 4.47 "MECAB" refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for telecommunications industry solutions (ATIS). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs (including a ILEC and a CLEC), or by one LEC in two or more states within a single LATA.
- 4.48 "MECOD" refers to the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services-Industry Support Interface, a document developed by the ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for telecommunications industry solutions (ATIS). The MECOD document published by Bellcore as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service that is to be provided by two or more LECs (including a ILEC and a CLEC). It is published by Bellcore as SR-BDS-00983.
- 4.49 "Meet-Point Billing" or "MPB" refers to an agreement whereby two LECs (including a CLEC and U S WEST) jointly provide switched access service to an Interexchange Carrier, with each LEC (or CLEC) receiving an appropriate share of the transport element revenues as defined by their effective access tariffs.
- 4.50 "Mediated Access" is an electronic gateway solution that acts as a control point between the CLEC's and U S WEST's operations systems.

supporting functions such as Pre-Order, Order, Trouble Administration and Billing, while implementing security for the interface, protecting the integrity of the U S WEST network and its databases, and ensuring that Customer Proprietary Network Information (CPNI) is maintained.

- 4.51. "Mid-Span Meet" is a point of interconnection between two networks, designated by two telecommunications carrier's where responsibility for service begins and the other carrier's responsibility ends.
- 4.52. "NDM" means Network Data Mover and is an IBM platform for electronic transmission of data.
- 4.53. "Network Element" means a facility or equipment used in the provision of a telecommunications service. Network Element includes features, functions, and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, service monitoring, maintenance or other provision of a telecommunications service.
- 4.54. "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.
- 4.55. "NXX" means the fourth, fifth and sixth digits of a ten-digit telephone number.
- 4.56. "Party" means either U S WEST or ACG and "Parties" means U S WEST and ACG.

- 4 57. "Permanent Number Portability" (PNP) is a database solution to provide transparent LNP for all customers and all providers.
- 4 58. "Point of Interface" or "POI" is a mutually agreed upon point of demarcation where the exchange of traffic between two LECs (including an ILEC and a CLEC) takes place.
- 4 59. "Pole Attachment" means the connection of a facility to a utility pole. Some examples of facilities are mechanical hardware, grounding and transmission cable, and equipment boxes.
- 4 60. "Port" (Local Switching) means a termination on a Central Office Switch that permits customers to send or receive telecommunications services over the public switched network.
- 4 61. "Rate Center" means the specific geographic point and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to U S WEST (or CLEC) for its provision of basic exchange telecommunications services. The "rate center point" is the finite geographic point identified by a specific V & H coordinate, which is used to measure distance-sensitive end user traffic to/from, the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area within which U S WEST (or CLEC) will provide Basic Exchange telecommunications Service bearing the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area.
- 4 62. "Real Time" means the actual time in which an event takes place, with the reporting on or the recording of the event practically simultaneous with its occurrence.

- 4.63 "Reseller" is a category of Local Exchange service provider that obtains dial tone and associated telecommunications services from another provider through the purchase of end user services for resale to its end user customers.
- 4.64 "Right of Way" (ROW) is the right to use the land or other property of another party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.
- 4.65 "Routing Point" means a location which U S WEST or ACG has designated on its own network as the homing (routing) point for traffic inbound to Basic Exchange Services provided by U S WEST or ACG which bear a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access Services. The Routing Point may be an "End Office" location, or a "U S WEST Consortium Point of Interconnection." Pursuant to that same Bellcore Practice, examples of the latter may be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The above referenced Bellcore document refers to the Routing Point as the Rating Point. For the purposes of this agreement, the Routing Point can be distinct from the Rating Point. The Rate Center Point (Rating Point) must be located in the Rate Center area. The Routing Point may be located outside of the Rate Center Area.
- 4.66 "Service Control Point" or "SCP" means a signaling end point that acts as a database to provide information to another signaling end point (i.e., Service Switching Point or another SCP) for processing or routing certain

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types of network calls. A query/response mechanism is typically used in communicating with an SCP.

- 4.67 "Signaling Transfer Point" or "STP" means a signaling point that performs message routing functions and provides information for the routing of messages between signaling end points. An STP transmits, receives and processes Common Channel Signaling ("CCS") messages.
- 4.68 "Switched Access Service" means the offering of transmission or switching services to telecommunications carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access services.
- 4.69 "Tariff Services" as used throughout this Agreement refers to the applicable Party's interstate tariffs and state tariffs, price lists, price schedules and catalogs.
- 4.70 "Technically Feasible" Interconnection, access to unbundled network elements, collocation, and other methods of achieving interconnection or access to unbundled network elements at a point in the network shall be deemed technically feasible absent technical or operational concerns that prevent the fulfillment of a request by a telecommunications carrier for such interconnection, access, or methods. A determination of technical feasibility does not include consideration of economic, accounting, billing, space, or site concerns, except that space and site concerns may be considered in circumstances where there is no possibility of expanding the space available. The fact that US WEST must modify its facilities or equipment to respond to such request does not determine whether satisfying such request is technically feasible. US WEST is, however, entitled to recover the costs through specific methods approved by the state commission of such modification of facilities or equipment.

- 4.71. "Traffic Type" is the characterization of intraLATA traffic as "local" (local includes EAS), or "toll" which shall be the same as the characterization established by the effective tariffs of the incumbent local exchange carrier.
- 4.72. "Wire Center" denotes a building or space within a building, that serves as an aggregation point on a given carrier's network, where transmission facilities are connected or switched. Wire Center can also denote a building where one or more Central Offices, used for the provision of Basic Exchange Telecommunications Services and Access Services, are located. However, for purposes of Collocation Service, Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-14-1, and rules adopted pursuant thereto.
- 4.73. Terms not otherwise defined here, but defined in the Act or in regulations implementing the Act, shall have the meaning defined there.

5. RATES AND CHARGES GENERALLY

- 5.1. For Interconnection, Resold Services and Unbundled Network Elements, ACG and U S WEST agree to use state-specified permanent rates where established, or where no state-specified permanent rate exists, ACG agrees to use the state-specified interim rates where established. Where no state-specified permanent or interim rates exist, ACG agrees to use the ordered and approved AT&T rates as interim rates until such time as the state Commission issues an order in a generic proceeding or arbitration, implementing approved rates, whether those approved rates are interim or final. Upon issuance of the order, U S WEST will move ACG to such approved rates for those states and true up the amounts charged to that point. If either interim, permanent or approved AT&T rates are later modified on appeal, on a retroactive basis, an additional

true up will occur. For purposes of this agreement, "Rates" include rate structure.

- 5.2 Sections of this Agreement referring to TELRIC are agreements in principle on their use of TELRIC. References to TELRIC in this agreement include the condition that the parties do not necessarily agree to a specific TELRIC methodology. The Parties agree to utilize the specific methodology that is ultimately ordered by the arbitrators/regulators.
- 5.3 U S WEST will not charge ACG any non-recurring charges incurred as a result of U S WEST implementing network redesigns/reconfigurations or electronic system redesign/reconfigurations solely initiated by U S WEST to its own network or systems. However, any redesign or reconfiguration expenses required by a regulatory body where the regulatory body orders a cost-sharing arrangement may be billed as appropriate on a non-discriminatory basis to ACG.
- 5.4 Prices for termination and transport of traffic, interconnection, access to unbundled network elements, and ancillary services are set forth in 5.1 above.
- 5.5 U S WEST's wholesale discounts for resale services are set forth in 5.1 above.
- 5.6 The underlying 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. For the purposes of this paragraph, Unbundled Elements as defined in this agreement and the Act are not considered as resold services.

- 5.7. All Individual Case Basis (ICB), or Time and Material based charges will be accompanied by sufficient documentation to verify charges when billed.

6 RECIPROCAL TRAFFIC EXCHANGE

6.1 Scope

U S WEST has the duty to provide reciprocal compensation arrangements for the transport and termination of telecommunications with ACG. Reciprocal traffic exchange addresses the exchange of traffic between ACG end users and U S WEST end users. If such traffic is local, the provisions of this Agreement shall apply or where either party interconnects and delivers traffic to the other from third parties, each party shall bill such third parties the appropriate charges pursuant to its respective tariffs or contractual offerings for such third party terminations. U S WEST and ACG will each be responsible for originating/terminating traffic to/from the meet point with the other carrier.

6.2 Types of Traffic

The types of traffic to be exchanged under this Agreement include:

- 6.2.1 EAS/local traffic as defined above
- 6.2.2 IntraLATA toll traffic as defined above.
- 6.2.3 Switched access traffic, or interLATA toll traffic, as specifically defined in U S WEST's state and interstate switched access tariffs, and generally identified as that traffic that originates at one of the Party's end users and terminates at an IXC point of presence, or originates at an IXC point of presence and terminates at one of the Party's end users, whether or not the traffic transits the other Party's network.

- 6.2.4 Transit traffic is any traffic other than switched access that originates from one telecommunications Carrier's network, transits another telecommunications Carrier's network, and terminates to yet another telecommunications Carrier's network.

Transit service provides the ability for a telecommunications carrier to use its connection to a local or access tandem for delivery of calls that originate with a telecommunications carrier and terminate to a company other than the tandem company, such as another CLEC, an existing exchange carrier, or a wireless carrier. In these cases, neither the originating nor terminating end user is a customer of the tandem telecommunications carrier. The tandem telecommunications carrier will accept traffic originated by a Party and will terminate it at a point of interconnection with another local, intraLATA or interLATA network telecommunications carrier. This service is provided through local and access tandem switches.

- 6.2.5 Ancillary traffic includes all traffic destined for ancillary services, or that may have special billing requirements, including, but not limited to the following:

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| 6.2.5.1 | Directory Assistance |
| 6.2.5.2 | 911 /E911 |
| 6.2.5.3 | Operator call termination (busy line interrupt and verify) |
| 6.2.5.4 | 800/888 database dip |
| 6.2.5.5 | LIDB |
| 6.2.5.6 | Information services requiring special billing |

6.2.6. Unless otherwise stated in this Agreement, ancillary traffic will be exchanged in accordance with whether the traffic is Local/EAS, intraLATA toll, or Switched Access.

6.3 Exchange of Traffic

6.3.1 Termination of Local Traffic

Local traffic will be terminated as Local Interconnection Service (LIS)

6.3.2. Transport of Local Traffic

As negotiated between the Parties, the exchange of local traffic between the Parties may occur in several ways:

- 6.3.2.1. While the parties anticipate the use of two way trunks for the delivery of local traffic, either Party may elect to provision its own one-way trunks for delivery of local traffic to be terminated on the other Party's network at the point of interconnection.
- 6.3.2.2. The Parties may elect to purchase transport services from each other or from a third party. Such transport delivers the originating Party's local traffic to the terminating Party's end office or tandem for call termination. Transport may be purchased as either tandem switched transport (which is included in the tandem call termination rate) or direct trunk transport.
- 6.3.2.3. Based on forecasted traffic at ACG's busy hour in CCS, where there is a DS1's worth of traffic (512 CCS) between the ACG switch and a U S WEST

end office, the Parties agree to provision a dedicated (i.e., direct) two-way trunk group from the ACG switch directly to the U S WEST end office. To the extent that ACG has established a collocation arrangement at a U S WEST end office location, and has available capacity, the Parties agree that ACG shall arrange for (via its own facilities, a third parties' facilities or using unbundled elements) two-way direct trunk facilities as required in this paragraph, from that end office to the ACG switch. In all other cases, the direct facility may be provisioned by U S WEST or ACG or a third party. If both ACG and U S WEST desire to provision the facility and cannot otherwise agree, the parties may agree to resolve the dispute through the Dispute Resolution Process in Section 36.29 of this Agreement.

6.3.3 Transit Traffic

6.3.3.1. U S WEST will accept traffic originated by ACG and will terminate it at a point of interconnection with another CLEC, Exchange Carrier, Interexchange Carrier or Wireless Carrier. U S WEST will provide this transit service through local and access tandem switches. ACG may also provide U S WEST with transit service at ACG rates. This provision shall not in any way restrict ACG from routing traffic over new or existing direct end office trunks.

6.3.3.2. The Parties expect that all networks involved in transporting transit traffic will deliver calls to each

involved network with CCS/SS7 protocol and the appropriate ISUP/TCAP message to facilitate full interoperability and billing functions. In all cases, the originating company is responsible to follow the EMR standard and to exchange records with both the transiting company and the terminating company, to facilitate the billing process to the originating network.

- 6.3.3.3 The Parties will use industry standards developed to handle the provision and billing of Switched Access by multiple providers (MECAB, MECOD and the Parties' FCC tariffs), including the one-time provision of notification to ACG of the billing name, billing address and carrier identification codes of all interexchange carriers originating or terminating at each U S WEST access tandem.

6.3.4 Toll Traffic

- 6.3.4.1 Toll traffic (including 800 and 900 type calls) routed to an access tandem, or directly routed to an end office, will be terminated as Switched Access Service. Traffic terminated at the access tandem will be routed to the end offices within the LATA that subtend the U S WEST access tandem switch. Switched Access Service also allows for termination at an end office or tandem via direct trunked circuits provisioned either by U S WEST or ACG.
- 6.3.4.2 Tandem and transport cost, based upon TELRIC if any, between tandem and end office shall be

recovered from the originating Interexchange Carrier.

6.4. Rate Structure -- Local Traffic

Appendix A of this Agreement describes the application of rates and charges. Appendix A will be amended as necessary by the parties to reflect further unbundling, further negotiations and industry changes.

6.4.1. Call Termination

6.4.1.1. The Parties agree that call termination rates as described in Section 5.1 will apply reciprocally for the termination of local/EAS traffic per minute of use.

6.4.1.2. For traffic terminated at an U S WEST or ACG end office, the end office call termination rate in Section 5.1 shall apply.

6.4.1.3. For traffic terminated at a U S WEST or ACG tandem switch, the tandem call termination rate in Section 5.1 shall apply. The tandem call termination rate provides for end office call termination, tandem switched transport and tandem switching. For purposes of call termination, initially the ACG switch shall be treated as an end office switch until such time as ACG demonstrates it is providing tandem switching functionality with that switch.

6.4.2 Transport

- 6.4.2.1 The Parties may mutually agree to each provision their own one way trunks to the other Party's end office for the termination of local traffic; each Party will be responsible for its own expenses associated with the trunks and no transport charges will apply. Call termination charges shall apply as described above.
- 6.4.2.2 Either Party may purchase direct trunk transport from the other Party. Transport rate elements include the direct trunk transport facilities between the POI and the terminating party's tandem or end office switches. The applicable rates are described in Section 5.1.
- 6.4.2.3 Direct-trunked transport facilities are provided as dedicated facilities without the tandem switching functions, for the use of either Party between the point of interconnection and the terminating end office or tandem switch.
- 6.4.2.4 If the Parties elect to establish two-way direct trunks, the compensation for such jointly used 'shared' facilities shall be adjusted as follows. The nominal compensation shall be pursuant to the rates for direct trunk transport in Section 5.1. The actual rate paid to the provider of the direct trunk facility shall be reduced to reflect the provider's use of that facility. The adjustment in the direct trunk transport rate shall be a percentage that reflect the

- 6.4.2.2 Either Party may purchase direct trunk transport from the other Party. Transport rate elements include the direct trunk transport facilities between the POI and the terminating party's tandem or end office switches. The applicable rates are described in Section 5.1.

- 6.4.2.3 Direct-trunked transport facilities are provided as dedicated facilities without the tandem switching functions, for the use of either Party between the point of interconnection and the terminating end office or tandem switch.

- 5.4.2.4. If the Parties elect to establish two-way direct trunks, the compensation for such jointly used 'shared' facilities shall be adjusted as follows. The nominal compensation shall be pursuant to the rates for direct trunk transport in Section 5.1. The actual rate paid to the provider of the direct trunk facility shall be reduced to reflect the provider's use of that facility. The adjustment in the direct trunk transport rate shall be a percentage that reflect the

provider's relative use (i.e., originating minutes of use) of the facility in the busy hour.

6.4.2.5 Multiplexing options are available at rates described in Section 5.1.

6.5 Rate Structure -- Toll Traffic

Appendix A of this Agreement describes the application of rates and charges. Appendix A will be amended as necessary by the parties to reflect further unbundling, further negotiations and industry changes.

6.5.1 Applicable Switched Access Tariff rates, terms, and conditions apply to toll traffic routed to a tandem, or directly to an end office. Relevant rate elements include Direct Trunk Transport (DTT) or Tandem Switched Transport (TST), Interconnection Charge (IC), Local Switching, and Carrier Common Line, as appropriate.

6.6 Rate Structure -- Transit Traffic

Appendix A of this Agreement describes the application of rates and charges. Appendix A will be amended as necessary by the parties to reflect further unbundling, further negotiations and industry changes.

6.6.1 Applicable switched access, Type 2 or LIS transport rates apply for the use of U.S. WEST's network to transport transit traffic. For transiting local traffic, the applicable local transit rate applies to the originating party.

6.6.2 For transiting toll traffic, the Parties will charge the applicable switched access rates to the responsible carrier. For terminating transiting wireless traffic, the Parties will charge their applicable rates to the wireless provider. For transiting wireless traffic, the parties will charge each other the applicable local transit rate.

6.7. LIS Interface Code Availability And Optional Features

6.7.1. Interface Code Availability.

Supervisory Signaling specifications, and the applicable network channel interface codes for LIS trunks, are the same as those used for Feature Group D Switched Access Service, as described in the Parties' applicable switched access tariffs.

6.7.2. Optional Features.

6.7.2.1. Inband MF or SS7 Out of Band Signaling.

Inband MF signaling and SS7 Out of Band Signaling are available for LIS trunks. MF signaling or SS7 Out-of-Band Signaling must be requested on the order for the new LIS trunks. Provisioning of the LIS trunks equipped with MF signaling or SS7 Out of Band Signaling is the same as that used for Feature Group D Switched Access Common Channel Signaling Capability Service, as set forth in Section 28 herein, must be ordered by ACG when SS7 Out-of-Band Signaling is requested on LIS trunks.

6.7.2.2. Clear Channel Capability.

Clear Channel Capability permits 24 DSO-64 Kbps services or 1.536 Mbps of information on the 1.544 Mbps line rate. Clear Channel Capability is available for LIS trunks equipped with SS7 Out-of-Band Signaling. Clear Channel Capability is only available on trunks to U S WEST's access tandem switch or U S WEST's end office switches (where available at present or in the future); (Clear Channel Capability is not available on trunks to U S WEST's local tandem switches or end offices where it is

currently not deployed. ACG agrees to use the Bona Fide Request process to request clear channel capability for such additional switches. Prices for such additional Clear Channel Capability, if any, will be established through the BFR Process). Clear Channel Capability must be requested on the order for the new LIS trunks. The provisioning of the LIS trunks equipped with Clear Channel Capability is the same as that used for Feature Group D Switched Access Service. U S WEST will provide ACG with a listing of U S WEST end offices, local tandems and access tandems equipped with Clear Channel Capability.

6.8 Measuring Local Interconnection Minutes

- 6.8.1 Measurement of terminating local interconnection minutes begins when the terminating LIS entry switch receives answer supervision from the called end user's end office indicating the called end user has answered. The measurement of terminating call usage over LIS trunks ends when the terminating LIS entry switch receives disconnect supervision from either the called end user's end office, indicating the called end user has disconnected, or ACG's point of interconnection, whichever is recognized first by the entry switch.
- 6.8.2 U S WEST and ACG are required to provide each other the proper call information (e.g., originated call party number and destination call party number, etc.) to enable each Party to issue bills in a complete and timely fashion.
- 6.8.3 U S WEST shall make available the Station Message Desk Interface Enhanced (SMDI-E) where available (at present or in the future), or, Station Message Desk Interface (SMDI) where SMDI-E is not available, feature capability allowing for Voice Mail Services. U S WEST shall make available the Message Waiting Indicator

(MWI) stutter dial-tone and message waiting light feature capabilities. U S WEST shall make available Call Forward on Busy/Don't Answer (CF-B/DA), Call Forward on Busy (CF/B), and Call Forward Don't Answer (CF/DA) feature capabilities allowing for Voice Mail services.

6.9 Testing

6.9.1 Acceptance Testing

At the time of installation of an LIS trunk group, and at no additional charge, the Parties will cooperatively test the same parameters tested for terminating Feature Group D Switched Access Service. U S WEST's applicable switched access tariff contain these specifications.

6.9.2 Testing Capabilities

6.9.2.1 Terminating LIS testing is provided where equipment is available, with the following test lines:

- 6.9.2.2 seven-digit access to balance (I 00 type),
- 6.9.2.3 milliwatt (I 02 type),
- 6.9.2.4 nonsynchronous or synchronous,
- 6.9.2.5 automatic transmission measuring (I 05 type),
- 6.9.2.6 data transmission (I 07 type),
- 6.9.2.7 loop-around,
- 6.9.2.8 short circuit,
- 6.9.2.9 open circuit, and
- 6.9.2.10 non-inverting digital loopback (108 type).

6.9.2.11 In addition to LIS acceptance testing, other tests are available (e.g., additional cooperative acceptance testing, automatic scheduled testing,

U.S. WEST

cooperative scheduled testing, manual scheduled testing, and non-scheduled testing). Initial rates are found in U S WEST tariffs concerning comparable services.

6.9.2.12 U S WEST will provide all test and turn-up procedures as applicable in support of the unbundled elements combinations, and services ordered by ACG where services or facilities are provided by U S WEST.

6.9.2.13 The dial tone provider will have the ability to mechanize through test all facilities for continuity, where technically feasible.

6.9.2.14 U S WEST will provide a system to mark ACG's circuits and elements as applicable to interconnection, unbundled elements, and resale services (e.g., Hospitality and Coin telephone services, etc.), that are provisioned by U S WEST. U S WEST will mark ACG's circuit/loops in the same manner that it marks its own circuits including those for essential lines and telecommunications service priority. In addition, U S WEST will mark trunks between ACG's switches and U S WEST switches to ensure equal treatment of service restoration to ACG and U S WEST trunk facilities, (e.g. isolated central office).

6.10. Ordering

6.10.1 When ordering LIS, the ordering Party shall specify on the service order (e.g., ASR, LSR or other agreed upon service order mechanism): a) the type and number of interconnection facilities to terminate at the point of interconnection in the serving wire center; b) the type of interoffice transport, (i.e., direct trunk transport or tandem switched transport); c) a "Best Estimate" of the peak busy hour CCS from the ACG end office; d) the number of trunks to be provisioned at a local exchange office or tandem; and, e) any optional features. When the ordering Party requests facilities, routing, or optional features different than those determined to be available, the Parties will work cooperatively in determining an acceptable configuration, based on available facilities, equipment and routing plans.

6.10.2 When the ordering Party initially orders a DS3 or higher interconnection facility, in conjunction with tandem switched transport to a tandem, or direct trunk transport facilities to a tandem or local exchange office, the provider will forward the appropriate facility record information necessary to identify the Circuit Facility Assignment (CFA). On subsequent orders utilizing existing interconnection facilities, or direct trunk transport facilities, the provider will assign the facility to the interconnection facility or direct trunk transport facility, as directed by the ordering Party.

6.10.3 A joint planning meeting will precede ACG and U.S. WEST trunking orders. These meetings will result in initiation of order activity. A Party requesting tandem interconnection will provide its best estimate of the traffic distribution to each end office subtending the tandem. The frequency of these meetings is defined in Section 7 of this contract.

6 10.4 US WEST shall adhere to competitive intervals for installation of
interconnection arrangements. The objective in no case shall be
longer than 30 to 45 calendar days, absent extenuating
circumstances (e.g. facility construction). Service intervals and
due dates for negotiated arrangements will be determined on an
individual case basis.

6.10.5. U S WEST and ACG will work cooperatively to provide or establish the following:

6.10.5.1 U S WEST will have dedicated Service Representatives available in U S WEST Mass Markets and Interconnect Service Centers to handle ACG activity. Also, U S WEST will have an Account Manager assigned to ACG in the U S WEST Interconnect Service Center (ISC).

6.10.5.2 Industry standardized electronic interfaces for the exchange of ordering information must be adopted and made available using industry standard order formats and methods that are developed (e.g. EDI). Electronic interfaces shall be established to provide access to the U S WEST order processing database. Prior to industry standards being established, U S WEST shall develop interim electronic interfaces arrangements with their systems.

6 10 5.3. Aside from the provision in Section 6.6.4 following,
 U S WEST is responsible for ordering facilities to
 terminate traffic to ACG.

6.10.5.4 When two-way trunking is employed, the parties will select a mutually agreeable automated ordering process.

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available and functional only to/from Interexchange Carriers who directly connect with the tandem(s) that ACG subtends in each LATA.

- 6.11.3 The Parties will use industry standards developed to handle the provision and billing of Switched Access by multiple providers (MECAB, MECOD and the Parties' FCC tariffs), including the one-time provision of notification to ACG of the billing name, billing address and carrier identification codes of all interexchange carriers originating or terminating at each U S WEST access tandem. Each party will render a separate bill to the IXC using their own tariffs. They will exchange Billing Account Reference and Bill Account Cross Reference information and will coordinate Initial Billing Company/Subsequent Billing Company billing cycles. There shall be no discrete development charges imposed on ACG for the establishment of meet point billing arrangements except as may be established by regulators.
- 6.11.4 If MPB data is not submitted within ten (10) days of the agreed upon data submission due date, or is not in the proper format as set forth in this Agreement, and if as a result the other party is delayed in billing the IXC for the appropriate charges it incurs, the delaying party shall pay the other party a late MPB data delivery charge which will be the total amount of the delayed charges times the highest interest rate which may be levied by law for commercial transactions, compounded daily for the number of days from the date the MPB charges shall have been received to and including the date the MPB charge information is actually received.
- 6.11.5 Errors in MPB data exchanged by the parties may be discovered by ACG, U S WEST or the billable IXC. Both ACG and U S WEST agree to provide the other party with notification of any discovered

errors within two (2) business days of the discovery. The other party shall correct the error within eight (8) business days of notification and resubmit the data. In the event the errors cannot be corrected within the time period specified above, the erroneous data shall be considered lost. If MPB data is lost due to uncorrectable errors or otherwise, the parties shall follow the procedures set forth in the Customer Billing Data Attachment of this Agreement and compensate the other for the lost MPB billing data.

6.11.6 Meet point billing arrangements shall be made available to ACG on the same terms and conditions as made available to other independent LECs engaged in meet point billing arrangements with U S WEST as provided for in FCC rules as effective.

6.11.7 ACG and U S WEST shall implement industry standard CARE records for correct provisioning and billing to IXCs. In the interim the parties will develop and agree to a CARE-like process.

6.11.8 U S WEST and ACG agree to record and share recorded call records for billing purposes. Where U S WEST provides transit functions, U S WEST will prepare and transmit to ACG Inward Terminating call records for the appropriate IXC. U S WEST shall capture inward terminating call records and send them to ACG in agreed upon industry standard format (e.g. EMR).

6.11.9 ACG and U S WEST agree to capture EMR records for inward terminating and outward originating calls and send them to U S WEST or ACG, as appropriate, in daily files via an agreed upon media (e.g., Network Data Mover ("NDM")) at no additional charge.

6.11.10 U S WEST and ACG agree to exchange test files to support implementation of meet point billing prior to live bill production.

6.11.11 Application of Termination Charges on Unbundled Port. The parties agree to continue to negotiate the operating details of the application of Termination Charges on Unbundled Network Elements, at such time as the Parties determine that an agreement cannot be reached, either Party may appeal this issue to the Commission.

6.11.12. To the extent that either Party is liable to any toll provider for fraud and to the extent that either Party could not have reasonably prevented such fraud, the causing Party must indemnify the other for any fraud due to compromise of its network (e.g., clip-on, missing information digits, missing toll restriction, etc.).

6.11.13. The Parties will use reasonable efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

6.11.14. As detailed in the MECAB document, ACG and U S WEST will exchange all information necessary to bill third parties for Switched Access Services traffic jointly handled by ACG and U S WEST via the meet point arrangement in a timely fashion. Information shall be exchanged in Exchange Message Record ("EMR") format (Bellcore Standard BR 010-200-010, as amended) on magnetic tape or via a mutually acceptable electronic file transfer protocol. The Parties will exchange

records pursuant to this paragraph without additional compensation.

6.11.15 The Parties will employ the reasonable audit standards and procedures contained in Section 25 of this contract to ensure billing accuracy.

6.11.16 Each company will bill the IXCs the appropriate rate elements in accordance with their respective interstate and intrastate tariffs, as follows:

Rate Element	Billing Company
Carrier Common Line	Dial Tone Provider
Local Switching	Dial Tone Provider
Interconnection Charge	Dial Tone Provider
Local Transport Termination	Based on negotiated BIP
Local Transport Facility	Based on negotiated BIP (also called Tandem Transmission per mile)
Tandem Switching	Access Tandem Provider
Entrance Facility	Access Tandem Provider

6.11.17 For originating 800/888 traffic routed to an access tandem, the tandem provider will perform 800/888 database inquiry and translation functions and bill the inquiry charge and translation charge (if any) to the interexchange carrier pursuant to tariff.

6.12. Mileage Measurement

Where required, the mileage measurement for LIS facilities and trunks is determined in the same manner as the mileage measurement for Feature Group D Switched Access Service.

6.13 Construction Charges

If applicable, construction charges will apply as detailed in Section 28 of this Agreement.

7 INTERCONNECTION

7.1 Definition and General Requirements

7.1.1 "Interconnection" is the linking of the U S WEST and ACG networks for the mutual exchange of traffic and for ACG access to unbundled network elements. Interconnection does not include the transport and termination of traffic. Interconnection is provided by virtual or physical collocation, entrance facilities or meet point arrangements.

7.1.2 U S WEST will provide interconnection at the line side of the local switch, the trunk side of the local switch, trunk interconnection points of the tandem switch, central office cross-connect points, signaling transfer points and such other points as technically feasible necessary to exchange traffic and access call related databases at rates, terms and prices that are just, reasonable and non-discriminatory, in a timely manner, and in a manner that provides ACG with at least interconnection quality equal to that which U S WEST provides to itself, its affiliate or third parties.

7.1.3 For interconnection at points other than those referenced in 7.1.2 above, U S WEST shall interconnect its facilities with those of ACG upon approval of a Bona Fide Request at any technically feasible points within the U S WEST network.

- 7.2.2 If the Mid-Span Meet arrangement is to be used for access to unbundled network elements, ACG must pay the portion of the TELRIC costs of the Mid Span Meet arrangement used by ACG for access to unbundled network elements

7.3 Collocation

Interconnection may be accomplished through either virtual or physical collocation. The terms and conditions under which collocation will be available are described herein.

7.4 Entrance Facility

Interconnection may be accomplished through the provision of an entrance facility. An entrance facility extends from the serving wire center of the provider to the other party's switch location. Entrance facilities may not extend beyond the area described by the provider's serving wire center. The rates for entrance facilities are provided in Section 5.1.

7.5 Quality of Interconnection

- 7.5.1 U S WEST will not, for the purpose of interconnection, provide to ACG less favorable terms and conditions than U S WEST provides itself, its affiliates, or third parties or in a manner less efficient than it would impose on itself. The quality of interconnection will be at least equal to that of U S WEST. To the extent that ACG requests higher or lower quality interconnection, ACG agrees to use the Bona Fide Request procedure described in Section 22.

- 7.5.2 Both Parties agree to manage their network switches in accordance with the Bellcore LSSGR. The acceptable service

levels for LIS and the criteria for applying protective controls will be administered in the same manner as the network management for Switched Access Service.

7.6 Points of Interface (POI)

7.6.1 Upon the request for specific point to point routing, U S WEST will make available to ACG information indicating the location and technical characteristics of U S WEST's network facilities. The following alternatives are negotiable: (a) a DSI, DS3 or Optical rates in general or SONET Ring configuration entrance facility, where facilities are available at present or in the future; (b) Virtual Collocation; (c) Physical Collocation; and (d) negotiated Mid-Span Meet facilities. Each Party is responsible for providing its own facilities up to the Mid-Span Meet POI. The Parties will negotiate the facilities arrangement between their networks.

7.6.2 ACG must designate at least one POI on U S WEST's network within a U S WEST calling area for the purpose of routing local traffic where ACG desires to exchange local traffic. Toll traffic may, at ACG's option, be routed via one or more POI(s) per LATA. ACG has the responsibility for providing its own facilities (1) to route calls originating on its network and terminating on U S WEST's network to its POI, and (2) to route calls originating on U S WEST's network, but terminating on its network from that carrier's POI. ACG need not interconnect at each tandem or end office to terminate calls to the entire local calling or toll call area of U S WEST.

7.6.3 U S WEST and ACG agree to install sufficient facilities to carry traffic to route calls originating on their networks and terminating on the other carrier's network to its POI, and (2) to route calls originating on the other carrier's network, but terminating on its

7.7 Trunking Requirements

- 7.7.1 Trunking shall be available to any switching center designated by either carrier including end offices, local tandems, access tandems, 911 routing switches, directory assistance/operator services switches, or any other feasible point in the network. ACG shall have the option for either one-way or two way trunking. Two-way trunking shall be used where technically feasible unless otherwise agreed to by the Parties.
- 7.7.2 Where available, at present or in the future, Carriers shall offer B8ZS Extended Super Frame ("ESF") facilities to each other, and make facilities available to allow for transmission of voice and data traffic.
- 7.7.3 Interconnection shall be available at any technically feasible point that used in the transmission of telecommunications services.
- 7.7.4 The Parties agree to provide designed interconnection facilities that meet the same technical criteria and service standards, such as probability of blocking in peak hours and transmission standards, in accordance with industry standards. US WEST must agree to specified design objectives on local interconnection facilities. ACG's standard is P 01 in the busy-day busy-hour end to end which requires P 005 on network to network interface final trunking.
- 7.7.5 Two-way trunk groups will be established wherever possible. Exceptions to this provision will be based on billing, signaling, and network requirements. For example, (1) billing requirements - switched access vs. local traffic, (2) signaling requirements - MF vs. SS7, and (3) network requirements directory assistance traffic

to TOPS tandems. When U S WEST has the capability to combine local and toll traffic on the same trunk group for itself, U S WEST will make this capability also available to ACG. When Local, intraLATA toll, interLATA access and other traffic is not required to be separated across trunk groups, without good technical reason, U S WEST will accept percentage of use factors or ACG traffic measurements of traffic delivered to U S WEST as necessary. ACG shall accept U S WEST percentage of use factors or U S WEST measurements of traffic delivered to ACG as necessary. The following is the current list of traffic types that require separate trunk groups, unless specifically otherwise stated in this Agreement.

7.7.5.1 IntraLATA and interLATA toll on a combined meet point trunk group.

7.7.5.2 EAS/local trunks

7.7.5.3 Directory Assistance trunks

7754911 /E911 trunks

7.7.5.5 Operator services

7.7.5.6 Commercial Mobile Radio Service (Wireless traffic for which ACG serves as the transit provider between the CMRS provider and U.S. WEST)

7.7.5.7 Non-U S WEST local transit

7.7.6 U S WEST will make available the necessary facilities and equipment to allow for the exchange of Local Exchange, Exchange Access, and Transit functions. U S WEST must make available intermediary tandem switching and transport services for ACG's connection of its end-user to a local end-user of U S WEST other LECs, ITCS, CMRS providers and IXC's, and Other Services. U S WEST must make available connection and call routing for 911, directory assistance, and operator assistance services between U S WEST and ACG.

7.7.7 Trunk group connections will be made at a DS1 or multiple DS1 level for exchange of EAS/local, intraLATA toll, wireless/Commercial Mobile Radio Service, and switched access traffic. Ancillary service trunk groups will be made below a DS1 level, as negotiated.

7.7.8 The Parties will provide Common Channel Signaling (CCS) to one another, where available at present or in the future, in conjunction with all Local/EAS Trunk Circuits. All CCS signaling parameters which U.S. WEST provides to itself, affiliates or third parties, will be provided to ACG which may include but are not limited to, calling party number (CPN), originating line information (OLI), Carrier Identification (CIP), Carrier Selection (CSP), Generic Address (GAP), User to User information (UUI), calling party category, charge number, etc. All privacy indicators will be honored.

7.7.9 Where CCS is not available, in-band multi-frequency (MF) wink start signaling will be provided. When the Parties interconnect via CCS for jointly provided switched access service, the tandem provider will provide MF/CCS interworking as required for interconnection with interexchange carriers who use MF signaling.

7.7.10 The Parties will follow all Ordering and Billing Forum adopted standards pertaining to CIC/OZZ codes.

7.7.11 U S WEST will cooperate in the provision of TNS (Transit Network Selection) for the joint provision of switched access.

7.7.12 No local/EAS trunk groups shall be terminated on U S WEST's access tandems. When U S WEST has the capability to terminate local and toll traffic at the same tandem for itself, its

affiliates or other third parties, it will make this capability available to ACG. This in no way restricts ACG's ability to route traffic via new or existing direct end office trunks.

7.8 Service Interruptions

7.8.1 Standards and procedures for notification of trunk disconnects will be jointly developed by the Parties. Neither Party shall be expected to maintain active status for a trunk disconnected by the other Party for an extended or indefinite period of time. Collectively, the Parties will use their best good faith efforts to complete and agree on such plan.

7.8.2 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not: 1) interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services; 2) cause damage to their plant; 3) violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service".

7.8.3 If either Party causes an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the "Impaired Party") shall upon recognition of the impairment notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem. The Impaired Party shall advise the Impairing Party that, unless promptly rectified, a temporary discontinuance of the use of any circuit,

facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to resolve the Impairment of Service as soon as possible. If the Impairing Party is unable to remedy the Impairment of Service in a timely manner as determined by the Impaired Party, the Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment. Appropriate credits will apply during the period of impairment.

- 7.8.4 Each Party shall be solely responsible, and bear the expense, for the overall design of its services. Each Party shall also be responsible for any redesign or rearrangement of its services that may be required because of changes in facilities, operations or procedures, minimum network protection criteria, and operating or maintenance characteristics of the facilities.
- 7.8.5 To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a Trouble Reporting Control Office (TRCO) for such service.
- 7.8.6 Where new facilities, services and arrangements are installed, the TRCO shall ensure that continuity exists and take appropriate transmission measurements before advising the other Party that the new circuit is ready for service.
- 7.8.7 Each Party shall furnish a trouble reporting telephone number for the designated TRCO. This number shall give access to the location where facility records are normally located and where current status reports on any trouble reports are readily available. Alternative out-of-hours procedures shall be established to ensure access to a location that is staffed and has the authority to initiate corrective action.

7.8.8 Before either Party reports a trouble condition, they shall use their best efforts to isolate the trouble to the other's facilities.

7.8.8.1 In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to itself, affiliates, other third parties, and/or, other interconnecting carriers.

7.8.8.2 The Parties shall cooperate in isolating trouble conditions.

7.8.9 ACG will have "Mediated" access to the U S WEST maintenance and trouble report systems including the following systems and/or functionality:

7.8.9.1 Trouble reporting/dispatch capability - access must be real time provided at parity with U S WEST;

7.8.9.2 Repair status (as available, subject to technician reporting of status) /confirmations, maintenance/trouble report systems provided at parity with U S WEST;

7.8.9.3 Planned/unplanned outage reports that impact ACG customers. Each carrier has the duty to alert the other(s) to any network events that can result or have resulted in service interruption, blocked calls, changes in network performance, on a real time basis;

7.8.9.4 Interconnection: U S WEST will, on an as-needed basis, perform manual testing of the loop.

7.8.15 U.S.WEST will ensure that all applicable alarm systems that support ACG customers are operational and the support databases are accurate so that equipment that is in alarm will be properly identified. U.S.WEST will respond to ACG customer alarms consistent with how and when U.S.WEST responds to alarms for its own customers.

7.8.16 ACG shall receive prior notification of any scheduled maintenance activities performed by the local supplier that may be service affecting to ACG local customers (e.g., central office outages, cable throws, power tests, etc.).

7.8.17 U.S.WEST must provide emergency restoration of all trunk or network outages on the same terms/conditions it provides itself, its affiliates or other third parties.

7.9 Interconnection Forecasting

7.9.1 U.S.WEST will strive to ensure that ACG has access to ample capacity of facilities. U.S.WEST and ACG will, at least quarterly, exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail to assure traffic completion to and from all customers within the appropriate calling areas.

7.9.2 The Parties shall establish joint forecasting responsibilities for traffic utilization over trunk groups. Intercompany forecast information must be provided by the Parties to each other four times a year. The quarterly forecasts shall be good faith estimates and include forecasted requirements for each trunk group identified in Paragraph 7.7.5 of this Section. In addition, the forecast shall include, for tandem-switched traffic, the quantity of tandem-switched traffic forecasted for each subtending end office.

The Parties recognize that, to the extent historical traffic data can be shared between the Parties, the accuracy of the forecasts will improve. Forecasts shall be for a minimum of three (current and plus-1 and plus-2) years and include:

7.9.2.1 The use of Common Language Location Identifier (CLLI-MSG), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100.

7.9.2.2 A description of major network projects anticipated for the following six months that could affect the other Party. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period. This planning will include the issues of network capacity, forecasting and compensation calculation, where appropriate.

7.9.3 If differences in quarterly forecasts of the Parties vary by more than 24 additional DSO two-way trunks for each Local Interconnection Trunk Group, the Parties shall meet to reconcile the forecast to within 24 DSO trunks.

7.9.4 If a trunk group is under 75 percent of centum call seconds (ccs) capacity on a monthly average basis for each month of any three month period, either Party may request to resize the trunk group, which resizing will not be unreasonably withheld. If a resizing occurs, the trunk group shall not be left with less than 25 percent excess capacity. In all cases, grade of service objectives identified below shall be maintained.

7.9.5 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes

8 COLLOCATION

8.1 General Terms

8.1.1 Collocation allows ACG to obtain dedicated space in a U S WEST wire center and to place equipment in such spaces to interconnect with the U S WEST network. Upon the request for specific point to point routing, U S WEST will make available to ACG information indicating the location and technical characteristics of U S WEST's network facilities. The following alternatives are negotiable: (a) A DSI, DS3 or Optical rate interface entrance facility, where facilities are available at present or in the future (b) Virtual Collocations; (c) Physical Collocation; and (d) negotiated Mid-Span Meet facilities. Each Party is responsible for providing its own facilities up to the Mid-Span Meet POI. The Parties will negotiate the facilities arrangement between their networks. Collocation is available at tandem switches, end office switches, and other wire centers. ACG may request collocation at other U S WEST locations pursuant to the BFR Process or through additional interconnection negotiations under the Act.

8.1.2 Collocation is offered for network interconnection between the Parties. The collocated party may cross connect to other collocated parties via a U S WEST facility provided by U S WEST, provided that ACG's collocated equipment is used for interconnection with U S WEST or access to U S WEST's unbundled network elements. Additional terms, conditions and rates apply in conjunction with subsequent call termination (e.g., call termination charges, tandem switching, tandem-switched transport. See Section 6, Reciprocal Traffic Exchange.).

- 8.1.3 ACG will be responsible for providing its own fiber optic cable to the U S WEST designated point of interconnection, which may be inside or outside of the U S WEST wire center at ACG's option. U S WEST will extend fiber optic cable from the POI to ACG's collocated space within the wire center. The parties may mutually agree to alternative methods of interconnection.
- 8.1.4 ACG will be provided two points of entry into the U S WEST wire center only when there are at least two existing entry points for U S WEST cable and when there are vacant entrance ducts in both. U S WEST will promptly remove any unused cabling to free up entrance ducts when no other ducts are available. Cable entry will be limited to fiber facilities. Other types of facilities may be requested on a Bona Fide Request basis by ACG.
- 8.1.5 ACG may collocate transmission equipment to terminate basic transmission facilities pursuant to the FCC or state commission rules. ACG may request collocation of other equipment pursuant to the BFR process or through additional interconnection negotiations under the Act. ACG will identify the power, floor loading, heat release, environmental particulate level, layout, and HVAC requirements of equipment to be installed in the collocated space.
- 8.1.6 Nothing in this part shall be construed to limit ACG's ability to obtain both virtual and physical collocation in a single location.
- 8.1.7 U S WEST shall provide parity accommodations for ACG collocated equipment as it does its own similarly situated equipment. This includes power, surge protection, environmental variable etc.

- 8.1.8 When interconnection or access to unbundled elements is provided where collocation is utilized, ACG will be allowed to lease transport from the collocation facility to any other point on U S WEST's network and to directly connect via U S WEST with other third parties, or collocators per FCC rules as effective.
- 8.1.9 ACG collocation equipment may include any equipment necessary for interconnection or access to unbundled elements.
- 8.1.10 IXC ISSUES. Transition from current access facilities to expanded interconnect facilities will be negotiated to ensure a coordinated conversion of all circuits and facilities with a goal to rearrange existing service in less time than for comparable new service.
- 8.1.11 The cost of providing collocation shall be a TELRIC plus a forward-looking allocation of reasonable joint and common costs.
- 8.1.12 U S WEST shall request of ACG, with sufficient prior notice, access to ACG collocated space for U S WEST or its subcontractors to perform work in the collocated space occupied by ACG. ACG shall not unreasonably withhold permission to enter the collocated space.
- 8.1.13 U S WEST will inform ACG by telephone of any emergency related activity that U S WEST or its subcontractors may be performing which could potentially affect the equipment in the collocated space occupied by ACG.
- 8.1.14 U S WEST shall construct the collocated space in compliance with the agreed upon request for cable holes, ground bars, doors, and convenience outlets, etc. Any deviation to the agreed upon request must be approved by ACG.

8.1.15 U S WEST will provide ACG with reasonable notice of scheduled AC or DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to ACG equipment located in the U S WEST facility. U S WEST will notify ACG immediately of any emergency power activity that would impact ACG equipment.

8.1.16 U S WEST will take ACG requests for collocation space into account when renovating existing facilities and constructing new facilities.

8.1.17 Other than reasonable security restrictions, U S WEST shall place no restriction on access to the ACG collocated space by ACG's employees and designated agents. Such space shall be available to ACG designated agents twenty-four (24) hours per day each day of the week. In no case shall any reasonable security restrictions be more restrictive than those U S WEST places on their own personnel. An Inspector call-out may be required after normal business hours.

8.2 Virtual Collocation

8.2.1 U S WEST shall provide virtual collocation for the purpose of interconnection or access to unbundled Network Elements subject to the rates, terms and conditions of this Agreement.

8.2.2 ACG will not have physical access to the U S WEST wire center building pursuant to a virtual collocation agreement.

8.2.3 ACG will be responsible for obtaining and providing to U S WEST administrative codes, e.g., common language codes, for all equipment specified by ACG and installed in wire center buildings.

- 8.2.4 ACG will be responsible for a one time payment for training of U S WEST employees for the maintenance, operation and installation of ACG's virtually collocated equipment when that equipment is different than the equipment used by U S WEST.
- 8.2.5 ACG will be responsible for payment of charges incurred in the maintenance and/or repair of ACG's virtually collocated equipment.
- 8.2.6 U S WEST does not guarantee the reliability of ACG's virtually collocated equipment.
- 8.2.7 ACG is responsible for ensuring the functionality of virtually collocated SONET equipment provided by different manufacturers.
- 8.2.8 Maintenance Labor, Inspector Labor, Engineering Labor and Equipment Labor business hours are considered to be Monday through Friday, 8:00am to 5:00pm and after business hours are after 5:00pm and before 8:00am, Monday through Friday, all day Saturday, Sunday and holidays.
- 8.2.9 ACG will transfer possession of ACG's virtually collocated equipment to U S WEST via a no cost lease. The sole purpose of the lease is to provide U S WEST with exclusive possessory rights to ACG's virtually collocated equipment. Title to the ACG virtually collocated equipment shall not pass to U S WEST.
- 8.2.10 Installation and maintenance of ACG's virtually collocated equipment will be performed by U S WEST or a U S WEST authorized vendor to the same level that U S WEST provides to itself, affiliates and other third parties.

8.2.11 ACG shall ensure that upon receipt of the ACG virtually collocated equipment by U S WEST, all warranties and access to ongoing technical support are passed through to U S WEST, all at ACG's expense. The interconnector shall advise the manufacturer and seller of the virtually collocated equipment that it will be possessed, installed and maintained by U S WEST.

8.2.12 ACG's virtually collocated equipment must comply with the Bellcore Network Equipment Building System (NEBS) Generic Equipment Requirements TR-NWT-000063. Company wire center environmental and transmission standards and any statutory (local, state or federal) and/or regulatory requirements in effect at the time of equipment installation or that subsequently become effective. ACG shall provide U S WEST interface specifications (E.g., electrical, functional, physical and software) of ACG's virtually collocated equipment.

8.2.13 ACG must specify all software options and associated plug-ins for its virtually collocated equipment

8.2.14 Unless otherwise agreed to by the Parties, or in accordance with FCC rules, ACG is responsible for purchasing and maintaining a supply of spares. Upon failure of ACG's virtually collocated equipment, ACG is responsible for transportation and delivery of maintenance spares to U S WEST at the wire center housing the failed equipment.

8.3 Physical Collocation

8.3.1 U S WEST shall provide to ACG Physical Collocation of equipment necessary for Interconnection or for access to unbundled Network Elements, except that U S WEST may provide

for Virtual collocation if U S WEST demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251 (c) (6) of the Act. U S WEST shall provide such Collocation for the purpose of Interconnection or access to unbundled Network Elements, except as otherwise mutually agreed to in writing by the Parties or as required by the FCC or the appropriate Commission subject to the rates, terms and conditions of the Agreement.

- 8.3.2 Where ACG is Virtually Collocated in a premises which was initially prepared for Virtual Collocation, ACG may elect to (i) retain its Virtual Collocation in that premises and expand that Virtual Collocation according to the rates, terms and conditions of this Agreement, or (ii) unless it is not practical for technical reasons or because of space limitations, convert its Virtual Collocation at such premises to Physical Collocation, in which case ACG shall coordinate the construction and rearrangement with U S WEST of its equipment (IDLC and transmission) and circuits for which ACG shall pay U S WEST at applicable rates, and pursuant to the other terms and conditions in this Agreement. In addition, all applicable Physical Collocation recurring charges shall apply.
- 8.3.3 ACG will be allowed access to the POI on non-discriminatory terms. ACG owns and is responsible for the installation, maintenance and repair of its transmission equipment located within the space rented from U S WEST.
- 8.3.4 ACG must use leased space promptly and may not warehouse space for later use or sublease to another party. Physical collocation is offered on a space-available, first come, first-served basis.

8.3.5 The minimum standard leasable amount of floor space is 100 square feet. ACG must efficiently use the leased space. If more than 100 feet of floor space is purchased, the no more than 50% of the floor space may be used for storage cabinets and work surfaces. The Commission will be the final arbitrator, in points of dispute between the parties.

8.3.6 ACG's leased floor space will be separated from other competitive providers and U S WEST space through cages or hard walls. ACG may elect to have U S WEST construct the cage, or choose from U S WEST approved contractors (or request approval of ACG preferred contractors) to construct the cage, meeting U S WEST's installation Technical Publication 77350.

8.3.7 ACG and U S WEST will complete an acceptance walk through of all collocated space requested from U S WEST. Exceptions that are noted during this acceptance walk through shall be corrected by U S WEST in a timely fashion after the walk through. The correction of these exceptions from the original collocation request shall be at U S WEST's expense.

8.3.8 The following standard features will be provided by U S WEST:

8.3.8.1 Heating, ventilation and air conditioning (power, back-up power, surge protection, grounding flood protection, et al.).

8.3.8.2 Smoke/fire detection and any other building code requirement.

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8.3.9.2 Ensure that the necessary construction work is performed to build ACG's leased physical space and the riser from the vault to the leased physical space.

8.3.9.4 Extend US WEST-provided and owned fiber optic cable from the POI through the cable vault and extending the cable to ACG's leased physical space or place the cable in fire retardant tubing prior to extension to ACG's leased physical space.

8.3.9.6 Work cooperatively with ACG in matters of joint testing and maintenance.

8.3 10 ACG Responsibilities

8.3.10.1 Determine the type of enclosure for the physical space

8.3.10.2 Where applicable, procure, install and maintain all fiber optic facilities up to the U S WEST designated POI.

8.3.10.3 Install, maintain, repair and service all ACG's equipment located in the leased physical space.

8.3.10.4 Ensure that all equipment installed by ACG complies with Bellcore Network Equipment Building System TR-NWT-000063 Generic Equipment requirements, U S WEST wire center environmental and transmission standards, and any statutory (local, federal, or state) or regulatory requirements in effect at the time of equipment installation or that subsequently become effective.

8.3.11 Once construction is complete for physical collocation and ACG has accepted its leased physical space, ACG may order its DS0, DS1, DS3, OCn level or other Expanded Interconnection Channel Terminations.

8.3.12 If, at any time, U S WEST determines that the equipment or the installation does not meet requirements, ACG will be responsible for the costs associated with the removal, modification to, or installation of the equipment to bring it into compliance. Upon written notice of non-compliance, ACG will initiate corrective action within 15 days. In the event that completion of the corrective action will exceed 15 days, ACG will propose a schedule for completion for U S WEST approval. If ACG fails to correct any non-compliance within the agreed upon schedule, U S WEST may have the equipment removed or the condition corrected at ACG's expense.

8.3.13 If, during installation, U S WEST determines ACG activities or equipment are unsafe, non-standard or in violation of any applicable laws or regulations, U S WEST has the right to stop work until the situation is remedied. If such conditions pose an immediate threat to the safety of U S WEST employees, interfere with the performance of U S WEST's service obligations, or pose an immediate threat to the physical integrity of the conduit system or the cable facilities, U S WEST may perform such work and/or take action as is necessary to correct the condition at ACG's expense.

8.3.14 ACG is responsible for the security of the actual physical collocated space.

8.4 Collocation Rate Elements

8.4.1 Common Rate Elements

The following rate elements are common to both virtual and physical collocation:

8.4.1.1 Quote Preparation Fee: This covers the work involved in developing a quotation for ACG for the total costs involved in its collocation request.

8.4.1.2 Entrance Facility Provides for fiber optic cable on a per fiber basis from the point of interconnection utilizing U.S.WEST owned, conventional single mode type of fiber optic cable to the collocated equipment (for virtual collocation) or to the leased space (for physical collocation). Entrance facility includes riser, fiber placement, entrance closure, conduit/innerduct, and core drilling.

8.4.1.3 Cable Splicing: Represents the labor and equipment to perform a subsequent splice to the ACG provided fiber optic cable after the initial installation splice. Includes a per-setup and a per-fiber-spliced rate elements.

8.4.1.4 Volt Power: Provides 48 volt power to the ACG collocated equipment. Charged on a per ampere basis per Section 5.1.

8.4.1.5 Volt Power Cable: Provides for the transmission of -48 Volt DC power to the collocated equipment. It includes engineering, furnishing and installing the main distribution bay power breaker, associated power cable, cable rack and local power bay to the closest power distribution bay. It also includes the power cable (feeders) A and B from the local power distribution bay to the leased physical space (for physical collocation) or the collocated equipment (for virtual collocation).

8.4.1.6 Inspector Labor: Provides for the US WEST qualified personnel necessary when ACG required access to the point of interconnection after the initial installation or access to its physical collocation floor space, where an escort is required. A call-out of an inspector after business hours is subject to a minimum charge of four hours. The minimum call-out charge shall apply when no other employee is present in the location, and an 'on-shift' on behalf of ACG.

8.4.1.7 The telecommunications interconnection between ACG's collocated equipment and US WEST's network is accomplished via an Expanded Interconnection Channel

Termination (EICT) This element can be at the DS0, DS1, DS3, OCn or other level depending on the U S WEST service it is connecting to. Connection to any other network or telecommunications source within the wire center is allowed only through U S WEST services

8.4.1.8 Expanded Interconnection Channel Regeneration
Required when the distance from the leased physical space (for physical collocation) or from the collocated equipment (for virtual collocation) to the U S WEST network is of sufficient length to require regeneration.

8.4.2 Physical Collocation Rate Elements

The following rate elements apply only to physical collocation arrangements:

8.4.2.1 Floor Space Rental: Provides the monthly rent for the leased physical space, property taxes and base operating cost without -48 Volt DC power. Includes convenience 110 AC, 15 amp electrical outlets provided in accordance with local codes and may not be used to power transmission equipment or -48 Volt DC power generating equipment. Also includes maintenance for the leased space; provides for the preventative maintenance (climate controls, filters, fire and life systems and alarms, mechanical systems, standard HVAC); biweekly housekeeping services (sweeping, spot cleaning, trash removal) of the U S WEST wire center areas surrounding the leased physical space and general repair and maintenance.

8.4.2.2 Enclosure Buildout: The Enclosure Buildout element, either Cage or, at the ACG's option, hardwall, includes the

material and labor to construct the enclosure specified by ACG or ACG may choose from U S WEST approved contractors (or USWC approved ACG preferred contractors) to construct the cage, meeting U S WEST's installation Technical Publication 77350. It includes the enclosure (cage or hardwall), air conditioning (to support ACG loads specified), lighting (not to exceed 2 watts per square foot), and convenience outlets (3 per cage or number required by building code of the hardwall enclosure). Also provides for humidification, if required. Pricing for this physical collocation rate element will be provided on an individual basis due to the uniqueness of ACG's requirements, central office structure and arrangements.

8.4.3 Virtual Collocation Rate Elements

The following rate elements apply uniquely to virtual collocation:

8.4.3.1 Maintenance Labor-Provides for the labor necessary for repair of out of service labor and/or service-affecting conditions and preventative maintenance of the ACG virtually collocated equipment. ACG is responsible for ordering maintenance spares. U S WEST will perform maintenance and/or repair work upon receipt of the replacement maintenance spare and/or equipment for ACG. A call-out of a maintenance technician after business hours is subject to a minimum charge as specified above.

8.4.3.2 Training Labor-Provides for the billing of vendor-provided training for U S WEST personnel on a metropolitan service area basis, necessary for ACG virtually collocated

equipment which is different from U S WEST provided equipment. U S WEST will require three U S WEST employees to be trained per metropolitan service area in which the ACG virtually collocated equipment is located. If, by an act of U S WEST, trained employees are relocated, retired, or are no longer available, U S WEST will not require ACG to provide training for additional U S WEST employees for the same virtually collocated equipment in the same metropolitan area. The amount of training billed to ACG will be reduced by half, should a second collocater in the same metropolitan area select the same virtually collocated equipment as ACG

8.4.3.3 Equipment Bay-Provides mounting space for the ACG virtually collocated equipment. Each bay includes the 7 foot bay, its installation, all necessary environmental supports. Mounting space on the bay, including space for the fuse panel and air gaps necessary for heat dissipation is limited to 78 inches. The monthly rate is applied per shelf.

8.4.3.4 Engineering Labor-Provides the planning and engineering of the ACG virtually collocated equipment at the time of installation, change or removal.

8.4.3.5 Installation Labor-Provides for the installation, change or removal of the ACG virtually collocated equipment.

8.5 Collocation Installation Intervals

The following intervals are common to both virtual and physical collocation:

- 8.5.1 Acknowledgment of Floor Space Availability. Within fifteen (15) days of the receipt by U S WEST from ACG of a Request for Collocation and an associated Quote Preparation Fee, U S WEST will notify ACG whether sufficient floor space is available to accommodate ACG's request.
- 8.5.2 Quote Preparation. Within twenty-five (25) business days of the receipt by U S WEST from ACG of a Request for Collocation and an associated Quote Preparation Fee, U S WEST will provide ACG with a written quotation containing all non-recurring charges for the requested collocation arrangement.
- 8.5.3 Quote Acceptance. ACG will have 30 days from the receipt of a U S WEST quotation, to accept the U S WEST proposed quotation. Acceptance shall require payment to U S WEST to fifty percent of the non-recurring charges provided on the quotation.
- 8.5.4 Completion of Cage Construction (physical collocation only). Within ninety (90) days of the acceptance of the quotation by ACG, the construction of the necessary cage/hardwall enclosure shall be completed. At this time, the leased floor space will be available to ACG for installation of its collocated equipment.
- 8.5.5 Completion of Collocated Equipment Installation (virtual collocation only)--U S WEST shall complete the installation of ACG's collocated equipment within ninety (90) days of U S WEST's receipt of ACG's collocated equipment. The installation of line cards and other minor modifications shall be performed by U S WEST on intervals equivalent to those that U S WEST applies to itself, but in no instance shall any such interval exceed ninety (90) days.

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9 INTERIM NUMBER PORTABILITY

9.1 General Terms

9.1.1 U S WEST shall immediately implement interim number portability solutions to permit end-users to change to ACG without changing their telephone numbers. Such interim solutions include Remote Call Forwarding ("RCF") and flexible Direct Inward Dialing ("DID"). ACG preferred interim solution is RCF. The Parties shall provide Number Portability on a reciprocal basis to each other to extent technically feasible, and in accordance with rules and regulations as from time to time prescribed by the FCC and/or the Commission.

9.1.2 Until Permanent Number Portability is implemented by the industry pursuant to regulations issued by the FCC or the Commission, the Parties agree to provide Interim Number Portability ("INP") to each other through remote call forwarding, or direct inward dialing.

9.1.3 DID is an INP method that makes use of direct inward dialing trunks. Each DID trunk group used for INP is dedicated to carrying DID INP traffic between the U S WEST end office and the ACG switch. Traffic on these trunks cannot overflow to other trunks, so the number of trunks shall be conservatively engineered by U S WEST. Also, inter-switch signaling is usually limited to multi-frequency (MF). This precluded passing Calling Line ID to the ACG switch. Once permanent number portability is implemented pursuant to FCC or Commission regulation, either Party may withdraw, at any time and its sole discretion, its INP offerings, subject to advance notice to the other Party and coordination to allow the seamless and transparent conversion of INP customer numbers to permanent number portability. Upon implementation

of permanent number portability pursuant to FCC regulations, both parties agree to conform and provide such permanent number portability.

9.14 ACG shall have the right to use the existing U S WEST 911 infrastructure for all 911 capabilities. With respect to 911 service associated with ported numbers under INP, U S WEST agrees that all ported directory numbers (DN) will remain in the Public Service Answering Points (PSAP) routing databases. When RCF is used, both the ported numbers and shadow numbers for ACG ported subscribers shall be stored in PSAP databases. ACG shall have the right to verify the accuracy of the information in the PSAP databases.

9.15 U S WEST will update its Line Information Database ("LIDB") listings for retained numbers, and restrict or cancel calling cards associated with these forwarded numbers as directed by ACG. LIDB updates shall be completed by the Parties on the same business day each INP arrangement is activated. Further, U S WEST will not block third party and collect calls to those numbers unless requested by ACG.

9.16 U S WEST shall exchange with ACG, SS7 TCAP messages as required for the implementation of Custom Local Area Signaling Services (CLASS) or other features available in the U S WEST network. Certain features are not available in the U S WEST network. Certain features are not available for INP telephone numbers due to technical limitations. The following lists the technically available services under INP. Terminating features are those related to calls TO DID or RCF customer's ported telephone numbers. Originating features are those related to calls FROM the ported customer's ACG provided line.

Terminating Features	DID	RCF	Notes
Caller Identification	No	Yes	1
Last Call Return	No	Yes	1
Selective Call Forwarding	No	Yes	1
Call Rejection	No	Yes	1
Call Trace	No	Yes	1
Priority Call	No	Yes	1,2
Call Waiting	Yes	Yes	2
Busy Line Verification	No	No	
Continuous Redial	No	No	3

NOTES

- 1 Requires SS7 connectivity between U S WEST and ACG switches (SS7 connectivity not available with DID) and appropriate hardware/software in ACG switch to offer "like" services (for RCF).
- 2 Requires ability to forward more than one simultaneous call (for RCF).
- 3 Continuous Redial will not be available for caller dialing ported telephone number.

Originating Features	DID	RCF	Notes
Caller Identification	No	No	1,2,3
Last Call Return	No	Yes	1,2
Selective Call Fwrd	No	No	1,2,3
Call Rejection	No	No	1,2,3

NOTES

- 1 Assumes ACG SS7 connectivity and/or offering of services
- 2 Assumes ACG has assigned ported customer a new telephone number in its switch.
- 3 Called party would receive new ACG assigned telephone number that they may not associate with a ported customer.

9.1.7 Upon request, U S WEST shall provide to ACG INP via Direct Inward Dial Trunks pursuant to applicable tariffs.

9.1.8 Where either party has activated an entire NXX for a single customer, or activated a substantial portion of an NXX for a single customer with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such customer chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate industry lead-times for movement of NXXs from one switch to another. Other applications of NXX migration will be discussed by the Parties as circumstances arise.

9.1.9 The data required for interim local number portability and for billing access, when interim local number portability is used, must be provided to ACG at no additional cost above that already paid for with interim local number portability.

**9.1.10 PLACE HOLDER - ARBITRATION ITEM - ACCESS ON INTERIM
NUMBER PORTABILITY**

The following is applicable for the State of **South Dakota** (Order in the AT&T/U S WEST arbitration, Docket No. TC96-184, dated March 20, 1997, Paragraph 218).

The terminating carrier shall receive the carrier common line and local switching charges. Transport charges shall be shared based on the meet point billing arrangement.

9.2 Description of Service

9.2.1 Interim Number Portability Service ("INP") is a service arrangement that can be provided by U.S. WEST to ACG or by ACG to U.S. WEST. For the purposes of this section, the Party porting traffic to the other Party shall be referred to as the "INP Provider" and the Party receiving INP traffic for termination shall be referred to as the "INP Requester".

9.2.2 INP applies to those situations where an end-user customer elects to transfer service from the INP Provider to the INP Requester and they also wish to retain their existing telephone number. INP consists of INP Provider's provision to the INP Requester the capability to route calls placed to telephone numbers assigned to the INP Provider's switches to the INP Requester's switches. INP is available only for working telephone numbers assigned to the INP Provider's customers who request to transfer to the INP Requester's service.

9.2.3 INP is available as INP-Remote Call Forwarding ("INP-RCF") permitting a call to a INP Provider's assigned telephone number to be translated to the INP Requester's dialable local number. INP Requester may terminate the call as desired. Additional capacity for simultaneous call forwarding is available where technically feasible. The INP Requester will need to specify the number of simultaneous calls to be forwarded for each number ported.

9.2.4 INP is subject to the following restrictions:

9.2.4.1 An INP telephone number may be assigned by INP Requester only to the Requester's customers located within the INP Provider's local calling area and toll rating

area that is associated with the NXX of the portable number

9.2.4.2 INP is applicable only if the INP Requester is engaged in a reciprocal traffic exchange arrangement with the INP Provider.

9.2.4.3 Only the existing INP Provider assigned end-user telephone number may be used as a ported number for INP.

9.2.4.4 INP will not be provided by the INP Provider for customers whose accounts are in arrears and who elect to make a change of service provider unless and until the following conditions are met:

- Full payment for the account (NOT including directory advertising charges associated with the customer's telephone number) is made by customer or INP Requester agrees to make full payment on behalf of customer.
- INP Provider is notified in advance of the charge in service provider and a Change of Responsibility form is issued
- INP Provider accepts the transfer of responsibility.

9.2.4.5 INP services shall not be resold, shared or assigned by either Party to another CLEC.

9.2.4.6 INP is not offered for NXX Codes 555, 976, 960 and coin telephones, and Service Access Codes (i.e. 500, 700,

800/888, 900) INP is not available for FGA seven -digit numbers, including foreign exchange (FEX), FX and FX/ONAL and foreign Central Office Service. Furthermore, INP numbers may not be used for mass calling events.

9.2.4.7 The ported telephone number will be returned to the originating company (or to the common pool of telephone numbers upon implementation of permanent number portability) when the ported service is disconnected. The company purchasing a ported number may not retain it and reassign it to another customer. The normal intercept announcement will be provided by the INP Provider for the period of time until the telephone number is reassigned by the Provider.

9.2.5 Ordering and Maintenance

9.2.5.1 The INP Requester is responsible for all dealings with and on behalf of its end users, including all end user account activity, e.g. end user queries and complaints.

9.2.5.2 The INP Provider will work cooperatively with the Requester to ensure a smooth customer transition and to avoid unnecessary duplication of other facilities (e.g., unbundled loops). If an end user requests transfer of service from the INP Requester back to INP Provider, the Provider may rely on that end user request to institute cancellation of the INP service. The Provider must have a CA or equivalent verification of the end user intent to convert back. The INP Provider will provide at least 48 hours notice to the INP Requester of the cancellation of INP service, and will work cooperatively with the Requester to ensure a smooth customer transition and to

avoid unnecessary duplication of other facilities (e.g., unbundled loops). The Parties will cooperate to develop intercompany procedures to implement the requirements of this paragraph.

9.2.5.3 The Requester's designated INP switch must return answer and disconnect supervision to the INP Provider's switch.

9.2.5.4 The Requester will provide to the E911 database provider the network telephone number that the Requester assigned to the Provider assigned ported telephone number. Updates to and maintenance of the INP information to the E911 database are the responsibility of the INP Requester.

9.2.5.5 The INP Requester will submit to the INP Provider a disconnect order for each ported number that is relinquished by the Requester's end users.

9.2.6 Cost Recovery

9.2.6.1 Number Ported – This cost is incurred per number ported, per month. Should the INP Requester provide the transport from the Provider's end office to the Requester's end office switch, a lower cost is incurred. This cost represents a single call path from the Provider's end office switch to the Requester for the portable number.

9.2.6.2 Additional Call Path – This cost is incurred per additional call path per month added to a particular ported telephone number. Should the INP Requester provide the transport

from the Provider's end office to the Requester's end office switch, a lower cost is incurred.

9.2.6.3 Service Establishment - Per Switch. This non-recurring cost is incurred for each INP Provider's end office switch that is equipped to provide INP to the INP Requester.

9.2.6.4 Service Establishment - Per Number. This non-recurring cost is for each telephone number equipped with INP.

9.2.6.5 Rates are contained in Section 5.1.

10 PERMANENT NUMBER PORTABILITY (PNP)

- 10.1 Upon implementation of Permanent Number Portability (PNP) pursuant to FCC regulations, both parties agree to conform and provide such Permanent Number Portability. To the extent consistent with the FCC rules as amended from time to time, the requirements for PNP shall include the following:
 - 10.2 Subscribers must be able to change local service providers and retain the same telephone number(s).
 - 10.3 The PNP network architecture shall not subject alternate local exchange carriers to any degradation of service compared to U.S. WEST in any relevant measure, including transmission quality, switching and transport costs, increased call set-up time and post-dial delay.
 - 10.4 When an office is equipped with PNP, all NXXs in the office shall be defined as portable and translations will be changed in the Parties' switches to open those NXXs for database queries. An NXX will be activated for PNP when the first request for PNP is received for that NXX.

- 10.5 When an NXX is defined as portable, it shall also be defined as portable in all PNP capable offices which have direct trunks to the given switch.
- 10.6 Prior to implementation of PNP, the Parties agree to develop, implement, and maintain efficient methods to maintain 911 database integrity when a subscriber ports to another service provider. The Parties agree that the customer shall not be dropped from the 911 database during the transition.
- 10.7 During the process of porting a subscriber a trigger feature shall be applied to the Subscriber's line at most 24 hours prior to the order due date in order to overcome donor network time delays in the disconnection of the subscriber's line within fifteen (15) minutes of the donor network Local SMSs having received broadcast.

11. DIALING PARITY

- 11.1. Except where otherwise ordered by a state commission, the Parties shall provide Dialing Parity to each other as required under Section 251 (b)(3) of the Act. This Agreement does not impact either Party's ability to default intraLATA toll via a specific dialing pattern until otherwise required by the Act.
- 11.2 Pursuant to Sec. 271 of the act and the FCC rules as effective, U S WEST shall provide dialing parity for intraLATA toll, operator assisted and directory assistance calls. The full two-PIC option must be available for intraLATA and interLATA dialing parity in conformance with Sec. 271.
- 11.3. For resale, or when Port/Switching Services are provided by U S WEST any end-user shall be able to access the ACG network for services using the same dialing protocol that the end-user would use to access the

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same service on the U S WEST network, subject to the provision in Section 9.2

11.4 U S WEST must provide routine reporting on local dialing plans by switching type and end office

11.5 U S WEST shall make N11 services available per the FCC Rules as effective

12 ACCESS TO TELEPHONE NUMBERS

12.1 When ACG purchases switching capabilities or resold services from U S WEST, until such time as numbering is administered by a third party, ACG requires the ability to obtain telephone numbers on-line from U S WEST, and to assign these numbers with the ACG customer on-line. ACG also requires to be provided vanity numbers at parity with U S WEST's own internal marketing and order taking personnel. Reservations and aging of numbers remain the responsibility of U S WEST.

12.2 Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to the request and assignment of any NANP number resources including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines (last published by the Industry Numbering Committee ("INC") as INC 95-0407-008, Revision 4/19/96, formerly ICCF 93-0729-010). NXXS, and the initial points of interface for interconnection between the Parties' networks, will be included in Addenda to this Agreement.

12.3 Administration and assignment of numbers shall be moved to a neutral third party. To the extent U S WEST serves as Central Office Code Administrator for a given region, U S WEST will support all ACG requests

related to central office (NXX) code administration and assignments in the manner required and consistent with the Central Office Code Assignment Guidelines.

- 12.4. The parties shall provide local dialing party to each other as required under Section 25.1(b)(3) of the Act.
- 12.5. The Parties will comply with code administration requirements as prescribed by the Federal Communications Commission, the Commission, and accepted industry guidelines.
- 12.6. It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide (LERG) guidelines to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities. The Parties will cooperate to establish procedures to ensure the timely activation of NXX assignments in their respective networks.
- 12.7. Each Party shall be responsible for notifying its customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes.
- 12.8. Until an impartial entity is appointed to administer telecommunications numbering and to make such numbers available on an equitable basis, U S WEST will assign - NXX codes to ACG in accordance with national guidelines at no charge.
- 12.9. Each Party is responsible for administering NXX codes assigned to it. Each party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of CLLI codes assigned to its switches. Each party shall use the LERG published by Bellcore or its successor for obtaining routing

information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.

- 12.10 U S WEST must establish process for the management of NPA splits as well as NXX splits. U S WEST must describe the details and requirements on handling NPA-NXX splits.

- 12.11 U S WEST testing and loading of ACG's NXXs shall be the same as if to itself.

13. CALL COMPLETION FROM U S WEST OPERATORS

U S WEST Operators will provide operator call completion and quote ACG rates for services and like assistance to any end user customer reaching U S WEST Operators (including information for calls to ACG's NXXs) in the same manner as they provide such services for end user customers served by U S WEST NXXs and for calls involving only U S WEST NXXs.

14. BUSY LINE VERIFY/INTERRUPT

- 14.1 Busy Line Verification ("BLV") is performed when one Party's Customer requests assistance from the operator bureau to determine if the called line is in use; however, the operator bureau will not complete the call for the Customer initiating the BLV inquiry. Only one BLV attempt will be made per Customer operator bureau call, and a charge shall apply whether or not the called party releases the line.

- 14.2 Busy Line Verification Interrupt ("BLVI") is performed when one Party's operator bureau interrupts a telephone call in progress after BLV has occurred. The operator bureau will interrupt the busy line and inform the called party that there is a call waiting. The operator bureau will only interrupt the call and will not complete the telephone call of the Customer initiating the BLVI request. The operator bureau will make only one BLVI

attempt per Customer operator telephone call and the applicable charge applies whether or not the called party releases the line.

- 14.3 Rates are contained in Section 5.1.
- 14.4 Each Party's operator bureau shall accept BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLVI Traffic between the Parties' networks.
- 14.5 Each Party shall route BLV/BLVI Traffic inquiries over operator service direct trunks (and not the Local/IntralATA Trunks) established between the Parties' respective operator bureaus. Unless otherwise mutually agreed, the Parties shall configure BLV/BLVI trunks over the Interconnection architecture defined in Section 6 Interconnection, consistent with the Joint Grooming Plan. Each Party shall compensate the other Party for BLV/BLVI Traffic as set forth above.

15 TOLL AND ASSISTANCE OPERATOR SERVICES

15.1 Description of Service

Toll and Assistance refers to functions customers associate with the "0" operator. Subject to availability and capacity, access may be provided via operator services trunks purchased from U S WEST or provided by ACG to route calls to ACG's platform.

15.2 Functions Include

- 15.2.1 0-Coin, Automatic Coin Telephone Service (ACTS) - these functions complete coin calls, collect coins and provide coin rates.
- 15.2.2 Alternate Billing Services (ABS or 0+ dialing): Bill to third party, Collect and Mechanized Credit Card System (MCCS).

- 15.2.3 0- or operator assistance which provides general assistance such as dialing instruction and assistance, rate quotes, emergency call completion and providing credit.
- 15.2.4 Automated Branding - ability to announce the carrier's name to the customer during the introduction of the call.
- 15.2.5 Rating Services - operators have access to tables that are populated with all toll rates used by the operator switch.
- 15.2.6 Local call completion - 0+ and 0-, billed to calling cards, collect and third Party.
- 15.2.7 Quotation of billable charges to customers-time and charges, etc.
- 15.2.8 U S WEST shall complete station to station, person to person, credit card, collect, third party, and emergency calls.
- 15.3 Pricing for Toll and Assistance Operator Services shall be determined on a case-by-case basis, upon request.
- 15.4 Interconnection to the U S WEST Toll and Assistance Operator Services from an end office to U S WEST T/A is technically feasible at three distinct points on the trunk side of the switch. The first connection point is an operator services trunk connected directly to the T/A host switch. The second connection point is an operator services trunk connected directly to a remote T/A switch. The third connection point is an operator services trunk connected to a remote access tandem with operator concentration capabilities.

- 15.5 Trunk provisioning and facility ownership will follow the guidelines recommended by the Trunking and Routing, IOF and Switch sub-teams. All trunk interconnections will be digital.
- 15.6 Toll and Assistance interconnection will require an operator services type trunk between the end office and the interconnection point on the U S WEST switch.
- 15.7 Connecting a position to the host system requires two circuits (one voice and one data) per position on a TI facility.
- 15.8 The technical requirements of operator services type trunks and the circuits to connect the positions to the host are covered in the OSSGR under Section 6 (Signaling) and Section 10 (System Interfaces) in general requirements form.
- 15.9 U S WEST shall allow resale of Operator Services, where technically feasible, until such time that U S WEST may route Operator Traffic to the Operator Service provider of ACG's choice. U S WEST resold Operator Service shall be branded "ACG" and U S WEST operators shall be capable of quoting ACG's rates for both Card and Operator Services functions where systems and capabilities permit and shall provide service that is at least at parity for services delivered to U S WEST end-users. To the extent that separate trunk groups are needed to provide this functionality, and upon ACG acceptance of a U S WEST price quote, ACG agrees to pay the costs for the development and support of this capability.

16 DIRECTORY ASSISTANCE

- 16.1. U S WEST agrees to (a) provide to ACG's operators on-line access to U S WEST's directory assistance database; (b) provide to ACG unbranded directory assistance service (costs to be borne by ACG) (c)

provide to ACG directory assistance service under ACG brand (where technically feasible); (d) allow ACG or a ACG designated operator bureau to license U S WEST's directory assistance database for use in providing competitive directory assistance services; and (e) in conjunction with (b) or (c) above, provide caller-optional directory assistance call completion service which is comparable in every way to the directory assistance call completion service U S WEST makes available to its own users.

- 16.2 The price for directory assistance, provided pursuant to this Agreement, is contained in Section 5.1. As an alternative, the Parties may obtain directory assistance service pursuant to effective tariffs.

- 16.3 The price for directory call completion services shall be as shown in Section 5.1 per call, pending the completion of an approved TELRIC cost study. Additional charges, for U S WEST intraLATA toll services, also apply for completed intraLATA toll calls. Long distance service shall be available pursuant to the wholesale discount provided in Section 31. Resale, herein. Call completion service where available (either at present or in the future), is an optional end-user service. ACG may, at its option, request U S WEST to not provide call completion services to ACG customers.

16.4 General Requirements

- 16.4.1 U S WEST shall make ACG's data available to anyone calling U S WEST's Directory Assistance (DA), and U S WEST's data available to anyone calling ACG's DA.

- 16.4.2 U S WEST shall store proprietary customer information provided by ACG in their DA database; such information shall be able to be identified by source provider in order to provide the necessary protection of ACG or ACG customer proprietary or protected information.

16.4.3 U S WEST must allow wholesale resale of DA service.

16.4.4 U S WEST shall provide data for DA feeds in accordance with agreed upon industry format.

16.4.5 ACG shall be able to buy unbundled DA databases and utilize them in the provision to its own DA service. U S WEST will provide the same level of DA database service as it provides itself, its affiliates or other third parties.

16.4.6 U S WEST shall make available to ACG all service enhancements on a non-discriminatory basis.

16.4.7 U S WEST shall make "ACG" branded DA available to ACG for resale. ACG will pay any additional costs necessary to obtain this service.

16.4.8 Upon ACG acceptance of U S WEST price quotation and where technically feasible (at present or in the future) U S WEST shall route ACG customer DA calls to ACG DA centers. ACG will pay the reasonable and appropriate costs to obtain this service.

16.5 U S WEST must place ACG customer listings in its DA database. U S WEST shall make its unbundled DA database available to ACG. Prices shall be reasonable and non-discriminatory at TELRIC plus a reasonable forward-looking allocation of joint and common costs.

16.6 From the time that U S WEST receives the data, the processing interval for updating the database with ACG customer data must be provided at parity with U S WEST.

- 16.7 U S WEST shall provide an automated capability (e.g. tape transfer or other data feed) to update the U S WEST DA database for updating and inquiries.
- 16.8 U S WEST will provide equivalent speed-to-answer times as it provides its customers.
- 16.9 U S WEST's DA database must be updated and maintained with ACG customer data daily. These changes include:
 - 16.9.1. disconnect,
 - 16.9.2. install,
 - 16.9.3. request "Change" orders (telephone #, Address),
 - 16.9.4. are Non-Published,
 - 16.9.5. are Non-Listed, and/or
 - 16.9.6. are Non-Published/Non-Listed
- 16.10 ACG bills its own end-users.
- 16.11 ACG shall be billed in a CRIS format that is acceptable to ACG in the resale environment and, generally, in the (IABS) format in the unbundled environment.
- 16.12 U S WEST and ACG shall develop intercompany procedures to correct errors when they are identified in the DA database.
- 16.13 Listings Service ("Listings") consists of U S WEST placing the names, addresses and telephone numbers of ACG's end users in U S WEST's listing database, based on end user information provided to U S WEST by ACG. U S WEST is authorized to use Listings in Directory Assistance (DA) as noted in paragraph 16.16, below.

- 16.14 ACG will provide in standard, mechanized format, and U S WEST will accept at no charge, one primary listing for each main telephone number belonging to ACG's end user customers. Primary listings are as defined for U S WEST end users in U S WEST's general exchange tariffs. ACG will be charged for premium listings, e.g., additional, foreign, cross reference, informational, etc., at the rates set forth in Section 5.1. ACG, utilizing Remote Call Forwarding for local number portability, can list only one number without charge - either the end customer's original telephone number or the ACG-assigned number. The standard discounted rate for an additional listing applies to the other number.
- 16.15 U S WEST will furnish ACG the Listings format specifications. ACG may supply a maximum of one batch file daily, containing only Listings that completed on or prior to the transmission date. U S WEST cannot accept Listings with advance completion dates. Large volume activity (e.g., 100 or more listings) on a caption set is considered a project that requires coordination between ACG and U S WEST to determine time frames.
- 16.16 ACG grants U S WEST a non-exclusive license to incorporate listings information into its directory assistance database. Prior authorization is required from ACG for all other uses. ACG makes its own, separate agreements with U S WEST, third parties and directory publishers for all uses of its Listings beyond DA. U S WEST will sell listings to directory publishers (including U S WEST's publisher affiliate), other third parties and U S WEST products only after the third party presents proof of ACG's authorization. U S WEST shall be entitled to retain all revenue associated with any such sales. Listings shall not be provided or sold in such a manner as to segregate end users by carrier.
- 16.17 To the extent that state tariffs limit U S WEST's liability with regard to Listings, the applicable state tariff(s) is incorporated herein and supersedes Section 30.20, "Limitation of Liability", of this Agreement with respect to Listings only.

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16.18 U.S. WEST Responsibilities

16.18.1 U.S. WEST is responsible for maintaining Listings, including entering, changing, correcting, rearranging and removing Listings in accordance with ACG orders. U.S. WEST will take reasonable steps in accordance with industry practices to accommodate non-published and non-listed Listings provided that ACG has supplied U.S. WEST the necessary privacy indicators on such Listings.

16.18.2 U.S. WEST will include ACG listings in U.S. WEST's Directory Assistance service to ensure that callers to U.S. WEST's Directory Assistance service have non-discriminatory access to ACG's listings.

16.18.3 U.S. WEST will incorporate ACG listings provided to U.S. WEST in the white pages directory published on U.S. WEST's behalf.

16.18.4 Directory Service shall provide up to two listing requests per call and, where available, at present or in the future, and if requested, shall complete the call to one of the provided listings.

16.19 ACG Responsibilities

16.19.1 ACG agrees to provide to U.S. WEST its end user names, addresses and telephone numbers in a standard mechanized format, as specified by U.S. WEST.

16.19.2 ACG will supply its ACNA/CIC or CLCC/OCN, as appropriate, with each order to provide U.S. WEST the means of identifying listings ownership.

16 19.3 End user information provided by ACG will be to the best of ACG's knowledge, accurate and correct. ACG further represents and warrants that it has reviewed all listings provided to U.S. WEST, including end user requested restrictions on use such as non-published and non-listed. ACG shall be solely responsible for knowing and adhering to state laws or rulings regarding listings (e.g., no solicitation requirements in the states of Arizona and Oregon, privacy requirements in Colorado), and for supplying U.S. WEST with the applicable Listing information.

16 19 4 ACG is responsible for all dealings with, and on behalf of, ACG's
end users, including

16.19.4.1.All end user account activity, e.g. end user queries and complaints

16 19 4 2 All account maintenance activity, e.g., additions, changes, issuance of orders for Listings to U S WEST.

16.19.4.3 Determining privacy requirements and accurately coding the privacy indicators for ACG's end user information. If end user information provided by ACG to U.S. WEST does not contain a privacy indicator, no privacy restrictions will apply.

16.19.4.4 Any additional services requested by ACG's end users.

17 911/E-911 SERVICE

17.1 Scope

17.1.1 ACG exchanges to be included in U S WEST's E-911 Data Base will be indicated via written notice and will not require an amendment to this Agreement.

17.1.2 In counties where U S WEST has obligations under existing agreements as the primary provider of the 911 System to the county, ACG will participate in the provision of the 911 System as described in this Agreement.

17.1.2.1 Each party will be responsible for those portions of the 911 System for which it has total control, including any necessary maintenance to each Party's portion of the 911 System.

17.1.2.2 U S WEST, or its agent, will be responsible for maintaining the E-911 Data Base. U S WEST, or its agent, will provide a copy of the Master Street Address Guide ("MSAG"), and quarterly updates, to ACG.

17.1.2.3 ACG assumes all responsibility for the accuracy of the data that ACG provides to U S WEST for MSAG preparation and E-911 Data Base operation.

17.1.2.4 ACG will provide end user data to the U S WEST ALI data base utilizing NENA-02-001 Recommended Formats For Data Exchange, NENA-02-002 Recommended Standard For Street Thoroughfare Abbreviations and NENA-02-003 Recommended Protocols For Data Exchange. U S WEST will furnish ACG any variations to NENA recommendations required for ALI data base input.

and U S WEST in a format supplied by U S WEST. The reports shall be forwarded to ACG by U S WEST when relevant and will indicate incidents when incorrect or no ALI data is displayed.

17.2.2 Each discrepancy report will be jointly researched by U S WEST and ACG. Corrective action will be taken immediately by the responsible party.

17.2.3 Each party will be responsible for the accuracy of its customer records. Each party specifically agrees to indemnify and hold harmless the other party from any claims, damages, or suits related to the accuracy of customer data provided for inclusion in the ALI/E911 Data Base.

17.2.4 The additional parameters by which the Parties will utilize the 911 or E-911 database will be the subject of further discussion between the parties.

17.3 Information

17.3.1 Where permitted by law, USWEST, or its agent, will make available to ACG the mechanized Master Street Address Guide ("MSAG") and routine updates.

17.3.2 U S WEST will provide mapping of NXXs to Selective Routers and PSAPs.

17.3.3 U S WEST must provide reports to identify the locations of E911 tandems with CLLI codes.

17.3.4 U S WEST must provide reporting to identify rate center to wire center to central office relationships, which 911 tandems serve which NXXs, primarily or exclusively.

17.3.5 U.S. WEST must provide access to NXX overlay maps and detailed NXX boundaries, as well as network maps to identify diversity routing for purposes of 911 service provisioning. ACG shall not use information provided under this section for other purposes.

17.3.6 U S WEST must provide reports to identify which databases cover which states or areas of the state.

17.3.7 ACG requires and U S WEST shall provide a point-of-contact for each database administrator

17.3.8 U S WEST must identify any special operator-assisted calling requirements to support 911 such as current procedures for deaf and disabled handicapped, and back door numbers for emergency locations.

17.3.9 U S WEST shall provide ACG with a list of emergency numbers (e.g. same digit PSAP numbers, police, fire, etc.) on the same basis that it provides those numbers to itself. ACG shall hold U S WEST harmless for the accuracy of such lists.

17.3.10 U S WEST must provide interconnection to 911 selective routing switch to route calls from ACG network to correct Public Safety Answering Point ("PSAP").

17.3.11 U S WEST must identify any special routing arrangements to complete overflow

17.3.12 U S WEST must identify any requirements for emergency backup number in case of massive trunk failures.

17 3 13 U S WEST must provide sufficient planning information regarding anticipated move to the use of SS7 signaling within the next 12 months

17.3.14 U S WEST shall identify any special default ESN requirements

17.3.15 U S WEST shall adopt NENA standards for street addressing and abbreviations.

17.3.16 U S WEST shall adopt use of a carrier code (NENA standard 5-character field) on all ALI records received from ACG; carrier code will be useful when remote call forwarding is used as an interim "solution" to local number portability, and will be even more important when a true local number portability solution has been implemented.

18 U S WEST DEX (DIRECTORY PUBLISHING) ISSUES

U S WEST and ACG agree that certain issues, such as yellow page advertising, directory distribution, access to call guide pages, yellow page listings, will be the subject of negotiations between ACG and directory publishers, including U S WEST Dex. U S WEST acknowledges that ACG may request U S WEST to facilitate discussions between ACG and U S WEST Dex.

19 ACCESS TO POLES, DUCTS, CONDUITS, AND RIGHTS OF WAY

19.1 Each Party shall provide the other Party access to its poles, ducts, rights-of-way and conduits it controls on terms, conditions and prices comparable to those offered to any other entity pursuant to each party's applicable tariffs and/or standard agreements.

- 19.2 Where facilities are available and to the extent allowable by law, regulation and/or property owner/manager, U S WEST must make available to any telecommunications carrier requesting access with equal and non-discriminatory competitively neutral access to, by way of example and not limited to, any pole, pole attachment, duct, conduit, and Right of Way (ROW) on, over or under public or private property, on terms and conditions equal to that obtained by U S WEST. Other users of these facilities cannot interfere with the availability or use of these facilities by ACG
- 19.3 Any authorization to attach to poles, over-lashing requirements, or modifications to the conduit system or other pathways to allow access to and egress from the system shall not be unreasonably restricted, withheld, or delayed.
- 19.4 U S WEST will take no action to intervene against, or attempt to delay, the granting of permits to ACG for use of public ROWs or access with property owners so long as such Rights of Way do not interfere with U S WEST's Right of Way rights.
- 19.5 Application Fees related to engineering surveys for potential right-of-way use shall be cost-based as defined by the FCC rules as they are finalized.
- 19.6 Charges shall be consistent with the provisions in the Act and/or effective Commission rulings.
- 19.7 U S WEST will provide routine notification of changes to poles, conduits, ROW, etc., related to ACG's network utilizing these facilities.
- 19.8 U S WEST will make available access, as needed, on a route-specific request basis to current pole-line prints, and conduit prints, and make

available maps of conduit and manhole locations, and allow manhole/conduit break-outs and audits to confirm usability

- 19.9 U S WEST will provide information on the location of, and the availability to access inner-duct, poles, etc., to ACG when requesting such information, within 10 working days after the request.
- 19.10 All charges assessed by U S WEST for access to and use of public or private ROWs provided by U S WEST shall be based on U S WEST cost.
- 19.11 U S WEST shall not attach, or permit other entities to attach facilities on existing ACG facilities without ACG's prior written consent.
- 19.12 U S WEST shall make available to ACG, by lease or otherwise, the entire innerduct.
- 19.13 U S WEST shall provide to ACG a single point of contact for negotiating all structure lease and ROW agreements.
- 19.14 ACG shall have the option to be present at the field based survey and U S WEST shall provide ACG at least 24 hours notice prior to the start of such field survey. During the field survey, U S WEST shall allow ACG personnel to enter manholes and equipment spaces and view pole structures to inspect such structures in order to confirm usability or assess the condition of the structure.
- 19.15 At ACG's request and ACG's acceptance of a U S WEST cost estimate, U S WEST shall relocate and/or make ready existing ROW, conduit or pole attachments where necessary and feasible to provide space for ACG's requirements. Subject to the requirements above, the parties shall endeavor to mutually agree upon the time frame for the completion of such work. However, such work shall in no case exceed 30 days unless

otherwise agreed to by the parties upon demonstration of sufficient cause for the delay.

19.16 ACG may, at its option, make pole attachments and use ACG or ACG designated personnel to attach its equipment to U S WEST poles.

19.17 Whenever U S WEST intends to modify or alter any ROW, conduit or pole attachments which contain ACG's facilities, U S WEST shall provide written notification of such action to ACG so that ACG will have the opportunity to add to or modify ACG's facilities. If ACG adds to or modifies its facilities according to this paragraph, ACG shall bear its proportionate share of the costs incurred by U S WEST in making such facilities accessible.

19.18 In the event of a relocation necessitated by a governmental entity exercising the power of eminent domain, when such relocation is not reimbursable each party shall bear its proportionate cost of relocating the ROW, conduits and pole attachments. U S WEST is responsible for the costs for moving the structure and its facilities, while ACG is responsible for the costs to move its facilities located on or in the structure. To the extent that ACG has a separate permit for a ROW, ACG will be responsible for obtaining a new permit. If ACG elects to add new facilities during the relocation effort, ACG shall pay the costs of any new ACG facilities and the costs of installation of those facilities in the newly rebuilt U S WEST ROW, conduit and pole attachment.

20 ACCESS TO OPERATIONAL SUPPORT SYSTEMS

20.1 Purpose

20.1.1 This section sets forth the interface requirements for pre-ordering, ordering and provisioning, maintenance and repair, and billing, where ACG provides service to its customers through resale of

Local Services or through the use of Unbundled Network Elements and Combinations

20.1.2 For all Local Services, Network Elements and Combination ordered under this Agreement, U S WEST will provide ACG pre-ordering, ordering and provisioning, maintenance and repair, and billing services within the same level of quality of service available to U S WEST. Systems capabilities will be implemented according to a mutually agreed upon and documented schedule.

20.2 Use of Standards

20.2.1 As described below, ACG and U S WEST agree to implement each interface described below based upon existing and evolving industry standards or as mutually agreed upon. The Parties shall transition the electronic interfaces to industry standards within a time-frame mutually agreed to.

20.3 Reimbursement

20.3.1 Reimbursement for operational interfaces shall be as determined by the appropriate regulatory agency as set forth in this Agreement.

20.4 Scope

20.4.1 This Attachment addresses the real-time transaction based protocols and transport networks that will be used to exchange information for:

20.4.1.1 Pre-order/Ordering/Provisioning for Service Resale (SR) and Customer Specific Unbundled Network Elements (UNEs)

20.4.1.2 Maintenance/Repair for SR and UNEs

20.4.2 It also addresses the batch protocols and transport networks that will be used to exchange information for:

20.4.2.1 Recorded Customer Usage for SR and UNE

20.4.2.2 Wholesale Billing for SR and UNE

20.4.2.3 Recorded Usage Receivables for UNE

20.4.2.4 Local Account Maintenance for SR and UNE

20.4.2.5 Directory Assistance Database

20.4.3 The preceding list of information to be exchanged is intended to be exemplary and does not represent a comprehensive list of such information to be exchanged between the parties.

20.4.4 ACG and U S WEST will use at least one method of exchanging pre-order information which will be real-time transaction based. ACG and U S WEST may also assess and determine the arrangements and conditions to support Batch file transmittal for certain types of pre-order information related to the Street Address Guide and Switch/Feature/Facility availability.

20.5 System Interfaces

20.5.1 For Pre-order, Order and Provisioning, an exchange protocol, such as that based upon a subset of Common Management Interface Protocol (CMIP) transactions referred to as Electronic Communications-Lite (EC-Lite), will be used to transport Electronic Data Interchange (EDI) formatted content. ACG and U S WEST will use a TCP/IP based transport network for the exchange of EDI transactions. ACG and U S WEST will translate ordering and provisioning requests from the Ordering and Billing

Forum (OBF) forms into EDI transactions using mutually agreed to mappings. The Service Order subcommittee (SOSC) of the telecommunications Industry Forum/Electronic Data Interchange (TCIF/EDI) committee interpretations of the 850, 855, 860, 864, 865, 870, and 977 transactions, in accordance with the OBF forms, will be used to convey all the necessary data to connect, modify or disconnect local exchange services.

20.5.2 For Maintenance and Repair, the CMP transactions referred to as Electronic Bonding - Trouble Administration (EB-TA) will be used. ACG and U.S. WEST will use an X.25 transport network which is the currently defined standard.

20.5.3 For Billing, ACG and U.S. WEST will use EDI 811 and OBF Billing Output Specification (BOS) formats via CONNECT. Direct Section 20.13, further defines the conditions when one or the other format will be used.

20.5.4 For Local Account Maintenance (LAM), ACG and U.S. WEST agree to use CONNECT. Direct.

20.5.5 For Directory Assistance Database Information, ACG and U.S. WEST agree to use a batch protocol and transport network that is yet to be determined.

20.5.6 Modifications to OBF forms that are required due to the absence of, or existence of unnecessary data fields, contents, or formats will be addressed in the Joint Implementation Agreement (JIA) described in Section 18 of this Attachment.

20.6 Real Time Performance

20.6.1 The pre-order real time interface will support the ACG customer contact as executed within ACG's Sales and Service Centers. Gateway-to-gateway query-response cycle time performance requirements will be specified as part of the Joint Implementation Agreement (Section 18).

20.6.2 The transaction response time U S WEST provides to ACG Sales and Service Center will be equal in quality with that which U S WEST provides to itself. U S WEST agrees to provide ACG benchmarking information for end-user performance based on transaction volumes (nominal - light volume, standard - typical volume, and worst case - heavy volume). ACG may request an improvement in the transaction response time U S WEST provides to ACG's Sales and Service Center above that which U S WEST provides to itself, through the Bona Fide Request Process, which is defined in the Interconnection Agreement should cycle times not meet ACG's business requirements.

20.7 Compliance with Industry Standards

20.7.1 ACG and U S WEST agree to discuss the modification of these interfaces based upon evolving standards (e.g., data elements, protocols, transport networks, etc.) and guidelines issued by or referenced by relevant Alliance for Telecommunication Industry Solution (ATIS) committees. Establishment of new, or changes to industry standards and guidelines will be reviewed on no less than an annual basis commencing on the Effective Date of this Agreement. This review will consider standards and guidelines that have reached final closure as well as those published in final form. Both parties agree to evaluate evolving standards and

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208 Scheduled Availability

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20.8.2 ACG and U S WEST agree that project schedules, timelines, milestone deliverables, reporting processes, among others, will be specified in the Joint Implementation Agreement. These schedules and deliverables will be reviewed and revised as needed as part of regularly scheduled meetings conducted throughout the development/implementation cycle.

20.9 Pre-Order

20.9.1 The Parties agree that the exchange of pre-ordering information for resale services and for services provided using UNEs will be transmitted over the same interface.

20.9.2 ACG and U S WEST will establish a transaction-based electronic communications interface based upon the most current (as of the Effective Date of this Agreement) version of the Service Order Subcommittee (SOSC) implementation guideline for Electronic Data Interchange (EDI). An exchange protocol, such as Electronic Communications-Lite (EC-Lite) will be used to transport EDI formatted content necessary to perform inquiries including but not limited to: Switch/Feature/Facility Availability, Address Verification, Telephone Number Assignment, Appointment Scheduling, and Customer Service Record requests. Without limiting other restrictions which may apply, Customer Service Records are provided for the limited purpose of supporting the resale of U S WEST local exchange services by ACG or the sale of unbundled elements on behalf of that customer. The use of records in a manner not associated with the ordering process, is expressly forbidden, and is a violation of the terms of this agreement.

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20.10 Order and Provisioning

20.10.1 When ACG is the customer of record for the resold local exchange service(s), the exchange of information relating to the ordering and provisioning of local exchange service will be based upon the American National Standards Institute (ANSI) Accredited Standards Committee (ASC) X12 Standards as documented by the SOSC of the Telecommunications Industry Forum/Electronic Data Interchange (TCIF/EDI) committee. The Implementation Guidelines for Electronic Data Interchange EDI Guidelines Customer Services Issue 7 will be used as a baseline for implementation despite the fact that this document may not have reached final approval stage by the Effective Date of this Agreement. An exchange protocol, such as EC-Lite will be used to transport EDI formatted content. The information exchange will be forms-based, using Local Service Request (LSR) Form, End User Information Form, and the Resale Service Form developed by the OBF as specified in the August 1995 version of the OBF forms in Bellcore SR STS-4710XX, and for Directory Listings, included with a local service request, as specified in SR STS-471102.

20.10.2 The customer specific UNE order will be based upon OBF LSR forms. The applicable SOSC implementation guidelines described previously also apply to the Customer Specific Provisioning UNE orders. U.S. WEST and ACG agree that the information exchange will be forms-based using the Local Service Request Form, End User Information Form, Loop Service Form (which may ultimately be renamed the Loop Element form) and Port Form (which may ultimately be renamed the Switch Element Form) developed by the OBF. Customer-specific elements, or combinations thereof, to be supported in UNE orders shall be as permitted in the applicable Interconnection Agreement for

unbundled elements and subject to FCC and state regulatory requirements.

20.10.3 Subject to regulatory direction or mutual agreement relative to the requirement of providing combinations of UNE components, ACG and U S WEST will establish a method to relate, track and process as a single entity the individual U S WEST provided customer specific UNE components specified at the time of the initial order.

20.10.4 ACG and U S WEST will use the same transaction based protocol, such as EC-Lite, and transport network specified for service resale for customer specific UNE orders.

20.10.5 The ordering of common use UNEs, as may be permitted under the Agreement for unbundled elements and subject to FCC and state regulatory requirements, will be supported by a process separate from that described in the preceding paragraphs for customer-specific UNEs. Unless U S WEST is otherwise required to provide equivalent, non-discriminatory treatment to ACG, this process will not employ the electronic interfaces specified in this Agreement, unless modified by separate agreement. U S WEST will support, if and to the extent required by law, this Agreement or mutually agreed to, interconnection and operation of customer specific UNEs used in combination with common use UNEs. The systems and ordering process as outlined herein is separate and apart from the Bona Fide Request Process agreed to by the parties. The Joint Implementation Agreement will address the details related to defining a mechanism to correlate customer-specific UNE orders placed via system interfaces with Common Use UNEs that may have been previously ordered.

20 10 6U S WEST will accept an 860 transaction that contains the complete refresh of the previously provided order information (under the original 850 transaction) simultaneously with the delivery of supplemental (new/revised) information from ACG, subject to mutually agreed upon business rules. This treatment with respect to the 860 transaction will be accepted by both parties until the SOSC explicitly clarifies the information exchanges associated with supplementing orders, or ACG and U S WEST mutually agree to change the treatment.

20 11 Maintenance and Repair

20 11 1The exchange of maintenance and repair information, for both U S WEST retail local exchange services to be resold by ACG and for services ACG provides using a U S WEST UNE or combinations of U S WEST UNEs, will be transmitted over the same interface

20 11 2For the purpose of exchanging fault management information, ACG and U S WEST will establish an electronic bonding interface, based upon ANSI standards T1 227-1995 and T1 228-1995, and Electronic Communication Implementation Committee (ECIC) Trouble Report Format Definition (TRFD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all standards referenced within those documents. The parties will use the functions currently implemented for reporting access circuit troubles. These functions include, but are not limited to: Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change (AVC) Notification and Cancel Trouble Report, all of which are fully explained in ANSI T1 227/T1 228-1995. Additional functions not currently implemented by the parties or defined by the standards may be supported by mutual agreement (e.g. Test Access and

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Trouble History)

20.11.3 Modifications that are required due to the absence of, or existence of unnecessary data fields, contents, or formats will be addressed in the Joint Implementation Agreement.

20.12 Recorded Customer Usage

20.12.1 U S WEST will record the mutually agreed upon customer usage data that ACG requires for its retail local service customers. The content of such data will be based upon a mutually agreeable interpretation of the BellCore Exchange Message Record (EMR) format to be documented within the JIA. U S WEST will provide electronic transmission of the recorded data using CONNECT Direct daily on Monday through Friday on a schedule to be determined in the Joint Implementation Agreement (excluding holidays). This interface and format will be used to deliver recorded usage when ACG is reselling retail local exchange services of U S WEST and when usage is associated with customers served by ACG through one or more UNEs provided by U S WEST. ACG and U S WEST will mutually agree upon the conditions when customer usage data recording will be provided on behalf of ACG.

20.13 Billing Format for Service Resale (SR) and Unbundled Network Elements (UNE) Payables

20.13.1 Billing information for unbundled loop and port elements that are flat rated will be provided in a single EDI 811 format across all U S WEST regions via Connect Direct. Billing information for unbundled trunks/interoffice transport elements that are flat rated will be provided in a BOS format via Connect Direct and will appear in the Customer Service Record of the facility bill. Billing

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20 13 JUNE which U S WEST agrees to provide, under the terms and
conditions of the Agreement or to the extent required by law, that
are recombined as a single service, will be grouped together by
U S WEST and displayed together on the bill

20 14 1U S WEST will record all agreed upon originating and terminating
usage billed to and associated with a UNE provided by U S WEST
to ACG. The usage recorded will be in the same BellCore
Exchange Message Record format discussed within Section 20 12
and will be subject to the same terms and conditions for
modification and/or replacement of the format as discussed in
Section 20 12.

20.14.2 ACG and U S WEST will mutually agree upon the Local and Long Distance access customer usage data recording that U S WEST will provide to ACG consistent with FCC and State regulatory guidelines and requirements, so that ACG may bill other carriers for the local and exchange access usage charges to which ACG is entitled, if any. ACG and U S WEST will perform mutually agreeable systems testing, as documented in the Joint Implementation Agreement (Section 20.18), in advance of the [TBD] target delivery date for interfaces.

20.14.3 U S WEST will provide electronic transmission of the recorded usage using Connect Direct daily on Monday through Friday on a schedule to be determined in the Joint Implementation Agreement (excluding holidays). The same or similar interface used for delivery of Recorded Customer Usage, discussed in Section 20.12, will be used for delivery of the recorded usage discussed in this section.

20.15 Local Account Maintenance

20.15.1 When acting as the switch provider for ACG, where ACG either is reselling retail services of U S WEST or employing UNEs to provide local service, U S WEST will notify ACG whenever the local service customer transfers service from ACG to another local service provider. U S WEST will provide this notification via CONNECT: Direct using a mutually agreeable 4 digit Local Use Transaction Code Status Indicator (TCSI) that will be used to indicate that the retail customer is terminating local service with ACG. This notice will be provided on the next processing day after implementing the transfer, where processing days are Monday through Friday (excluding holidays). The TCSI, sent by U S WEST, will be in the 960 byte industry standard CARE

record format

20.15.2 ACG and U S WEST will process account changes that affect only the pre-subscribed intraLATA and/or interLATA toll provider (PIC) via a Records Change service order form using the same EC-Lite transaction based protocol and transport network employed for ordering resale service as specified in Section 20.5.1

20.15.3 When appropriate regulatory guidelines exist, the mechanism U S WEST will use to reject an interexchange carrier initiated change of the Primary Interexchange Carrier (PIC), where U S WEST is the switch provider either for the retail local services of U S WEST that ACG resells or UNEs of U S WEST that ACG employs in providing service, will be the industry standard CARE message TCSI 3148.

20.15.4 Agreement by U S WEST and ACG to the Local Account Maintenance described above does not, in any way, set a precedence or remove any obligation for U S WEST and ACG to work towards an industry solution for supporting customer movement between and among other ILECs and CLECs

20.16 Directory Assistance Database

20.16.1 ACG and U S WEST will use a batch protocol and transport network to exchange Directory Assistance Database information similar to existing U S WEST listings products (i.e., DA F20 List, DA F20 Updates). The specific protocol and transport network to be used has not been determined or mutually agreed to and will be specified in the JIA.

20.16.2 Without limiting other restrictions which may apply, directory service listing products are provided for the limited purpose of supporting provision of services as outlined in the Agreement. The use of listings in a manner not associated with this use, is expressly forbidden, and is a violation of the terms of the Agreement.

20.17 Testing and Acceptance

20.17.1 ACG and U S WEST agree that no interface will be represented as either generally available as to ACG or as operational as to ACG until end-to-end integrity and load testing, as agreed to in the Joint Implementation Agreement (Section 20.18), or other mutually acceptable documentation is completed to the satisfaction of both parties. The intent of the end-to-end integrity testing is to establish, through the submission and processing of test cases, that transactions agreed to by ACG and U S WEST will successfully process, in a timely and accurate manner, through both parties' supporting OSS as well as the interfaces. Irreconcilable differences regarding the interpretation of operational status of the interfaces will be handled through the Dispute Resolution Process to be defined in the Interconnection Agreement approved by the applicable state commission.

20.17.2 An interoperability testing suite shall ensure the implementation of functions, capabilities, and acceptance criteria enumerated in the JIA, with both parties agreeing to resolve any material defects in the software.

20.17.3 The test process shall include a series of tests in which the transactions, representative of the predominant business transactions associated with local customer servicing, are performed side-by-side using the mediated access gateway

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20 15 Products and services already billed via the Integrated Access
Billing System (IABS) will be included in the existing pre-bill
certification process for general availability and a re-certification
process conducted in accordance with current practices. For
products and services billed outside of IABS, the parties will work
towards establishing a mutually agreed upon pre-bill certification
process.

20 17.7ACG and U S WEST agree to periodic status meetings to review the overall progress toward achieving fully operational interfaces by the target date of [TBD]. The results of testing are considered confidential information as it relates to the disclosure of

confidential information described in the Agreement.

20.18 Joint Implementation Agreement Development

20.18.1 ACG and U S WEST recognize that the preceding provisions are not sufficient to fully resolve all, technical and operational details related to the interfaces described. Therefore, ACG and U S WEST agree to document the additional, technical and operational details in the form of a Joint Implementation Agreement (JIA). The purpose of the JIA is to establish the working details of the systems interfaces between the two parties, and as such, they will not be submitted to the state commissions for approval as amendments to the Agreement, except that they will be submitted in Minnesota. These JIA may be modified, by mutual agreement, over the life of the interconnection agreement without subjecting the balance of the interconnection agreement to renegotiation or modification.

20.18.2 Both parties further agree that any technical, operational or implementation issues directly associated with the systems interfaces, once identified at the working team level, may be escalated by the initiative of either party thirty (30) days after an issue is identified. The escalation will proceed first to the senior management of both companies who will seek to resolve the issue. Within 14 days of acceptance of this Agreement, ACG and U S WEST will document the agreed upon escalation process including the names and contact information of responsible senior management. If an issue is not resolved within thirty days following receipt of the issue by senior management, either party may submit the issue to the Alternative Dispute resolution process contained in the Interconnection Agreement approved by the applicable state commission.

2018 3ACG and US WEST will document an overall project implementation schedule within 60 days of signing this Agreement. This schedule will be mutually binding and can be modified by mutual consent. The parties will each identify an implementation team with members necessary to complete the plan.

2018 4In addition, ACG and US WEST agree to document both a topical outline for the JIA, and establish a schedule for identifying, discussing, resolving and documenting resolution of issues related to each aspect of the JIA topical outline for each interface discussed in this document. In no case will either end to end integrity testing or load testing begin without both parties mutually agreeing that each interface JIA documents the intended operation of the interface scheduled for testing. In the event the parties can not so agree, within 120 days of the target date for Operational Readiness, disputes over the sufficiency of documentation will be submitted to arbitration pursuant to the Alternative Dispute Resolution process contained in the Agreement.

2018 5By mutual agreement, specific paragraphs or entire sections of the Agreement may be identified and documented to serve the purpose described for the Joint Implementation Agreement for specific interfaces. Any issues identified and subsequently resolved through either the end-to-end integrity or load testing processes will be incorporated into the impacted interface section of the JIA within 30 days of issue resolution.

20 18 6 An illustrative outline for a JIA follows

- 20 18 6 1 Introduction
- 20 18 6 2 Purpose of Joint Implementation Agreement
- 20 18 6 3 Terms of Agreement
- 20 18 6 4 "System" Interface
 - 20 18 6 4 1 Business Process and Data requirements
 - 20 18 6 4 2 Overall Responsibilities
 - 20 18 6 4 3 Identification & Definitions of Activities
- 20 18 6 5 Information To Be Provided Per Transaction
- 20 18 6 6 Process Information for Each Activity & Transaction
- 20 18 7 Delivery Criteria
 - 20 18 7 1 Data Standard
 - 20 18 7 2 Message Protocol
 - 20 18 7 3 Transmission Protocol
 - 20 18 7 4 Destination
 - 20 18 7 5 Frequency Of Data
 - 20 18 7 6 Deviations to Generic Specification
 - 20 18 7 7 Error Processing
 - 20 18 7 8 Process for Notification of Late Transmittals
 - 20 18 7 9 Escalation & Expedite Procedures
 - 20 18 7 10 Transaction Response Times
 - 20 18 7 11 File Format Specifications
 - 20 18 7 12 Rules for the Physical Interface
- 20 18 8 File Structure
 - 20 18 8 1 Data Format
 - 20 18 8 2 Error Controls
 - 20 18 8 3 Physical Tape Specifications
 - 20 18 8 4 Site Information
 - 20 18 8 5 Contact Person
 - 20 18 8 6 Transmission Hours

- 20 18 9 Testing
 - 20 18 9 1 Cooperative Testing
 - 20 18 9 2 Pairwise Testing
 - 20 18 9 3 ETE Testing
 - 20 18 9 4 Test Order ETE (Employees)
 - 20 18 9 5 Future Testing Requirements
- 20 18 10 Interface Metrics
 - 20 18 10 1 Data Timeliness
 - 20 18 10 2 Data Completeness
 - 20 18 10 3 Data Accuracy
- 20 18 11 Contact Information
 - 20 18 11 1 Contacts/Escalation Contacts
 - 20 18 11 2 Schedules for Center Operations (days/hours of Operation)
- 20 18 12 Data Requirements
 - 20 18 12 1 Retention of Data
 - 20 18 12 2 Back-up and Recovery Procedures
 - 20 18 12 3 Disaster Recovery
 - 20 18 12 4 System Change Notification
 - 20 18 12 5 Guarding of Proprietary Data
- 20 18 13 Reporting Information
 - 20 18 13 1 Reports to be Generated
 - 20 18 13 2 Frequency
 - 20 18 13 3 Data Requirements
 - 20 18 13 4 Transmission
- 20 18 14 Change Control Process
- 20 18 15 Issue Resolution Process
- 20 18 16 Termination of Interface Notification

21 NOTICE OF CHANGES

- 21 1 If a Party makes a change in its network which it believes will materially affect the inter-operability of its network with the other Party, the Party

making the change shall provide advance notice of such change to the other Party in accordance with the applicable FCC regulations

- 21.2 U S WEST must provide notification of any pending tandem moves, NPA splits, or scheduled maintenance outages in advance, providing enough time for ACG to react

22 REFERRAL ANNOUNCEMENT

When an end user customer changes from U S WEST to ACG, or from ACG to U S WEST, and does not retain their original telephone number, the Party formerly providing service to the end user will provide a transfer of service announcement on the abandoned telephone number. Each Party will provide this referral service free for the initial period as specified in the tariffs, but not less than 90 days. This announcement will provide details on the new number that must be dialed to reach this customer. In those cases where referral announcements are not requested, the disconnected number will be connected to a recorded intercept announcement.

23 COORDINATED REPAIR CALLS

- 23.1 U S WEST will utilize 7 digit or 800 number access to business office and repair centers so that ACG customers have dialing parity to similar U S WEST centers. U S WEST shall provide ACG with at least the same intervals and level of service provided by U S WEST to itself or another party at any given time to ensure parity in treatment.
- 23.2 U S WEST will investigate the use of Voice Response Units (VRU) or similar technologies or intercept solutions to refer/transfer calls from ACG customers to ACG for proper customer service action.

23.3 U S WEST and ACG shall develop a mutually agreeable process for the management of misdirected service calls. ACG and U S WEST will employ the following procedures for handling misdirected repair calls:

23.3.1 ACG and U S WEST will provide their respective customers with the name of their provider and the correct telephone numbers to call for access to their respective repair bureaus.

23.3.2 Customers of ACG shall be instructed to report all cases of trouble to ACG. Customers of U S WEST shall be instructed to report all cases of trouble to U S WEST.

23.3.3 To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of Basic Exchange Telecommunications Service.

23.3.4 ACG and U S WEST will provide their respective repair contact numbers to one another on a reciprocal basis.

23.3.5 In responding to repair calls, neither Party shall make disparaging remarks about each other, nor shall they use these repair calls as the basis for internal referrals or to solicit customers to market services. Either Party may respond with accurate information in answering customer questions.

24. BONA FIDE REQUEST

24.1 Any request for interconnection or access to an Unbundled Network Element that is not already available as described herein shall be treated as a Bona Fide Request (BFR). U S WEST shall use the BFR Process to determine technical feasibility of the requested interconnection or Network Elements and, for those items found to be feasible, to provide the terms and timetable for providing the requested items.

24.2 A BFR shall be submitted in writing and shall, at a minimum, include:

24.2.1 a technical description of each requested Network Element or interconnection;

24.2.2 the desired interface specification;

24.2.3 each requested type of interconnection or access;

24.2.4 a statement that the interconnection or Network Element will be used to provide a telecommunications service;

24.2.5 the quantity requested; and

24.2.6 the specific location requested.

24.3 Within 15 business days of its receipt, U.S. WEST shall acknowledge receipt of the BFR and in such acknowledgment advise ACG of any missing information, if any, necessary to process the BFR. Thereafter, U.S. WEST shall promptly advise ACG of the need for any additional information that will facilitate the analysis of the BFR.

24.4 Within 30 calendar days of its receipt of the BFR and all information necessary to process it, U.S. WEST shall provide to ACG a preliminary analysis of the BFR. The preliminary analysis shall specify: (a) U.S. WEST's conclusions as to whether or not the requested interconnection or access to an unbundled Network Element is technically feasible; and (b) any objections to qualification of the requested Network Element or interconnection under the Act.

24.4.1 If U.S. WEST determines during the 30 day period that a BFR is not technically feasible or that the BFR otherwise does not

24.5.1.1 U S WEST will additionally charge those development cost on a prorated basis, as set forth below, to the next nine parties who place an initial order after ACG for the interconnection or Network Element.

24.5.1.2 As each additional party places its initial order for the interconnection or Network Element, U S WEST will refund the appropriate prorated portion of the development cost to parties who have previously paid development costs, as set forth below, and

24.5.1.3 The charges and refunds will be made using the proration chart set forth below, but this scheme of charges and refunds shall end and U S WEST shall not be obligated to make further refunds with respect to the development costs of a particular interconnection or Network Element after two years from the date when U S WEST first makes the particular interconnection or Network Element available.

24.5.1.4 Refund Table

Requester	Development Cost	Refund	Refund to
1st	100%	NA	NA
2nd	50%	50.00%	1st Party
3rd	33.33%	16.67%	1st & 2nd
4th	25%	8.33%	1st - 3rd
5th	20%	5.00%	1st - 4th

6th	16.67%	3.33%	1st - 5th
7th	14.29%	2.38%	1st - 6th
8th	12.50%	1.79%	1st - 7th
9th	11.11%	1.39%	1st - 8th
10th	10%	1.11%	1st - 9th

No Further Refunds

24.6 If ACG has agreed to the terms of the BFR minimum volume and term commitments under the preceding paragraph, ACG may cancel the BFR or volume and term commitment at any time, but in the event of such cancellation ACG will pay U.S. WEST's reasonable development costs incurred in providing the interconnection or network element, to the extent that those development costs are not otherwise amortized.

24.7 If either Party believes that the other Party is not requesting, negotiating or processing any BFR in good faith, or disputes a determination, or quoted price or cost, it may seek dispute resolution under Section 36.29 of this agreement.

24.8 ACG is not required to use this section as the exclusive method of seeking access to interconnection or Network Elements.

25. AUDIT PROCESS

25.1 "Audit" shall mean the review of

25.1.1 data used in the billing process (including usage data) for services performed and facilities provided under this Agreement, and

25.1.2 data relevant to pre-ordering, ordering, provisioning and maintenance for services performed or facilities provided by either of the Parties for itself or others that are similar to the

services performed or facilities provided under this Agreement
for interconnection, resale, or access to unbundled elements

- 25 1 3 The extent of review shall be determined on a case by case basis depending on business needs.
- 25 2 The data referred to in subsection 25 1 2 above, shall be relevant to any performance standards that are adopted in connection with this Agreement, through negotiation, arbitration or otherwise.
- 25 3 This Audit shall take place under the following conditions
- 25 3 1 Either Party may request to perform an Audit
- 25 3 2 The Audit shall occur upon 30 business days written notice by the requesting Party to the non-requesting Party
- 25 3 3 The Audit shall occur during normal business hours.
- 25 3 4 There shall be no more than one Audit per identified area of operation - requested by each Party under this Agreement in any 12-month period or as mutually agreed to by the parties. Should the auditing party find an aggregate variance of greater than 1% of the total annual billed amount, the auditing party may perform an additional audit in the same 12 month period to verify resolution of the issue
- 25 3 5 The requesting Party may review the pertinent information contained in the non-requesting Party's records, books, documents and processes, relevant to the audit.

- 25.3.6 The location of the Audit shall be the location where the requested records, books and documents are retained in the normal course of business.
- 25.3.7 All transactions under this Agreement which are over 24 months old are no longer subject to specific Audit unless otherwise agreed to by the parties. However, should a problem be discovered during the course of an audit that is older than 24 months, the auditing party shall have the right to review the problem back to its origin subject to state regulation or law.
- 25.3.8 Each Party shall bear its own expenses occasioned by the Audit, provided that the expense of any special data collection shall be born by the requesting Party.
- 25.3.9 The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit.
- 25.3.10 In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties.
- 25.3.11 The Parties agree that if an Audit discloses error(s), the Party responsible for the error(s) shall, in a timely manner, undertake corrective action for such error(s). The parties will develop a mutually agreeable corrective action plan including a schedule for completion.

25.4 All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered Proprietary Information as defined by this Agreement. The non-requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, ACG and U.S. WEST will aggregate such competitors' data before release to the other Party, to insure the protection of the proprietary nature of information of other competitors.

26. AUDIOTEXT AND MASS ANNOUNCEMENT SERVICES

26.1 The Parties agree that access to the audiotext, mass announcement and information services of each Party shall be made available to the other Party upon execution of an agreement defining terms for billing and compensation of such calls. Services included in this category include 976 calls, whether flat rated or usage sensitive, intraLATA 900 services and other intraLATA 976-like services. Such calls will be routed over the Local Interconnection Trunks.

26.2 ACG and U.S. WEST will work together in good faith to negotiate and execute the agreement for billing and compensation for these services within 90 days of the execution of this Agreement. The Parties agree that their separate agreement on audiotext and mass announcement services will include details concerning the creation, exchange and rating of records, all of which will occur without any explicit charge between the Parties, as well as a process for the handling of uncollectibles so that the company that has the relationship with the Information Provider has responsibility for uncollectibles.

26.3 Until such time that ACG has the capability to bill 900 type calls, ACG may choose to block such calls, or ACG will provide at no charge Billing

Name and Address of the of the Originating caller to the Information
Provider or its billing agent

27 LOCAL INTERCONNECTION DATA EXCHANGE FOR BILLING

- 27.1 There are certain types of Resale or Unbundled Network Element configured calls or types of interconnection that require exchange of billing records between the Parties, including, for example, alternate billed and Toll Free Service calls. The Parties agree that all call types must be routed between the networks, accounted for, and settled among the parties. Certain calls will be handled via the Parties' respective operator service platforms. The Parties agree to utilize, where possible and appropriate, existing accounting and settlement systems to bill, exchange records and settle revenue, including, but not limited to, return feeds as necessary.
- 27.2 The exchange of billing records for alternate billed calls (e.g., calling card, bill to-third number, and collect) will be distributed through the existing CMDS processes, unless otherwise separately agreed to by the Parties.
- 27.3 Inter-Company Settlements ("ICS") revenues will be settled through the Calling Card and Third Number Settlement System ("CATS"). Each Party will provide for its own arrangements for participation in the CATS processes, through direct participation or a hosting arrangement with a direct participant.
- 27.4 Non-ICS revenue is defined as collect calls, calling card calls, and billed to third number calls which originate on one service provider's network and terminate on another service provider's network in the same Local Access Transport Area ("LATA"). The Parties agree to negotiate and execute an Agreement within 30 days of the execution of this Agreement for settlement of non-ICS revenue. This separate arrangement is necessary since existing CATS processes do not permit the use of CATS

for non-ICS revenue. Existing settlement processes will be used to transport and settle call records for this traffic.

27.4.1 Access to in and out-collect process for intra-region alternately billed messages via the appropriate BellCore Client Company will be provided as available to other connecting local exchange carriers.

27.4.2 Long term, the Parties will utilize a neutral third party for in and out-collect processing for inter and intra-region alternately billed messages.

27.5 Both Parties will provide the appropriate call records to the intraLATA Toll Free Service Provider, thus permitting the Service Provider to bill its subscribers for the inbound Toll Free Service.

27.6 Both parties will return unbillable or misdirected messages for credit to the Originating party via normal data exchange processes. Further adjustments, such as uncollectibles and the data elements to be included with the returned message detail will be determined jointly by the parties.

27.7 Out-collects

Provided ACG pays U S WEST for Operator Services for Out-collect-type calls, U S WEST will provide to ACG the unrated message detail that originates from an ACG subscriber line but which is billed to a telephone number other than the originating number (e.g., calling card, bill-to-third number, etc.). U S WEST will transmit such data to ACG on a daily basis. ACG as the LSP will be deemed the earning company and will be responsible for rating the message at ACG tariffed rates and ACG will be responsible for providing the billing message detail to the billing company for end-user billing. ACG will pay to U S WEST charges as agreed to

under separate agreement and ACG will be compensated by the billing company for the revenue it is due as agreed to under separate agreement. ACG agrees to use the BFR process to implement the modifications necessary to U S WEST's billing systems to implement this section.

28 SIGNALING ACCESS TO CALL-RELATED DATABASES

28.1 When ACG is purchasing local switching from USWEST, USWEST will provide access via the STP to call related databases used in AIN services. The Parties agree to work in the industry to define the mediated access mechanisms for SCP access. Access to the U S WEST SMS will be provided to ACG to create, modify, or update information (including the creation of new AIN triggers) in the call related databases, equivalent to the U S WEST access.

28.2 U S WEST will offer unbundled signaling via LIS-Common Channel Signaling Capability (CCSAC). CCSAC service utilizes the SS7 network and provides access to call-related databases that reside at U S WEST's SCPS, such as the Line Information Database (LIDB) and the 800 Database. The access to U S WEST's SCPS will be mediated via the STP Port in order to assure network reliability.

28.3 CCSAC includes

28.3.1 Entrance Facility - This element connects ACG's signaling point of interface with the U S WEST serving wire center (SWC). ACG may purchase this element or it may self-provision the entrance facility. If the entrance facility is self-provisioned, ACG would need to purchase collocation and an expanded interconnection channel termination.

28 3 3 STP Port - This element provides the switching function at the STP. One STP Port is required for each DLT Link. The Port provides access to the Service Control Point (SCP).

28.4 Access to Advanced Intelligent Network (AIN) functions is available only through the STP.

28.5 U S WEST will provide access to Service Management Systems (SMS) through its off-line Service Creation Environment (SCE) on an equivalent basis as U S WEST provides to itself to allow ACG to create, modify, or update information in call related databases. Currently, the SCE process is predominantly manual.

28.6 The pricing for CCSAC service is provided in Section 5.1

28.6.1 All appropriate industry standards for signaling inter-operability will be followed. When available for its own use, U.S. WEST shall also provide all defined and supported optional parameters.

28.6.2 Carriers shall have the option for Multi-frequency ("MF") signaling, but only when either party does not have the technical capacity to provide SS7 facilities.

28.6.3 To the extent available, at present or in the future, in its network, U S WEST shall provide SS7 call set-up signaling protocol, at no charge. ACG presumes there is no incremental recurring costs associated with this request and believes no charges are

appropriate. If after performing a TELRIC study, incremental cost are identified, ACG will pay those costs for delivery of this information to ACG. If chargeable, ACG will likewise perform a cost study to identify this cost when it provides this information to U S WEST and shall charge U S WEST in a similar manner. At the option of ACG, U S WEST must provide SS7 functionality via GR-394 SS7 format and/or GR-317 SS7 format and GR-444 format for ISDN where ISDN capability is available.

- 28.6.4 Where available, at present or in the future, U S WEST must support intercompany 64 KBPS clear channel for "D" links.
- 28.6.5 Carriers will cooperate in the exchange of TCAP messages to facilitate full inter-operability of SS7 - based features between their representative networks, including all CLASS features and functions, to the extent each carrier offers such features and functions to its own end-users.
- 28.6.6 Inter-network connection and protocol must be based on industry standards developed through a competitively neutral process, consistent with Sec. 256 of the Federal Telecommunications Act of 1996, open to all companies for participation. All carriers must adhere to the standard.
- 28.6.7 The standards and U S WEST developed requirements/specifications for the U S WEST network-user interface must be compatible between U S WEST and ACG. Specifically, U S WEST shall not develop products and services with proprietary network interfaces that inhibit or restrict the ability of ACG to utilize the product or service in the provisioning of ACG services. This is not intended to limit U S WEST's ability to develop new proprietary services which would not impact ACG's

current provisioning of services (e.g., voice dialing, voice messaging)

28.7 SS7 signaling links and STP access must be provided

28.8 SS7 functionality for signaling within U.S. WEST company network and to any network with which the U.S. WEST company is connected must be provided

28.9 All call-related databases must be unbundled and available for query by ACG including LIDB, Toll Free Calling and Number Portability through physical access at the U.S. WEST STP related to the database.

28.10 Access to AIN databases will be available for access through a U.S. WEST STP by ACG through either purchase of the U.S. WEST local switching element or through the SS7 connection with ACG's switch

28.11 U.S. WEST STPs shall maintain global title translations necessary to direct AIN queries for select global title address and translation type values to the ACG SS7 network

29 INTERCONNECTION TO LINE INFORMATION DATA BASE (LIDB)

29.1 Description of Line Information Data Base (LIDB)

Line Information Data Base (LIDB) stores various line numbers and Special Billing Number (SBN) data used by, among other things, operator services systems to process and bill calls and provision of caller ID name. The operator services system accesses LIDB data to provide origination line (calling number), billing number and termination line (called number) management functions. LIDB is used for calling card validation, fraud verification, preferred IC association with the calling

card, billing or service restrictions and the sub-account information to be included on the call's billing record.

29.2 Interfaces

29.2.1 Bellcore's GR-446-CORE defines the interface between the administration system and LIDB including specific message formats (Bellcore's TR-NWP-000029, Section 10).

29.3 LIDB Access

29.3.1 All LIDB queries and responses from operator services systems and end offices are transmitted over a CCS network using a Signaling System 7 (SS7) protocol (TR-NWT-000246, Bell Communications Research Specification of Signaling System 7).

29.3.2 All LIDB queries and responses from the Public Packet Switched Network (PPSN) nodes are transmitted over one or more PPSN as TRTSY000301 describes. The application data needed for processing LIDB data are formatted as TCAP messages. TCAP messages may be carried as an application level protocol network using SS7 protocols for basic message transport.

29.3.3 The SCP node provides all protocol and interface support. U.S. WEST SS7 connections will be required to meet Bellcore's GR905, TR954 and U.S. WEST's Technical Publication 77342 specifications.

29.3.4 U.S. WEST will allow ACG to store any customer line or Special Billing number in the U.S. WEST LIDB database. ACG will submit LIDB updates through the exchange carrier service center and the LSS service bureau. These two centers enter

information into U S WEST's service order process interface system, SOPI.

29.3.5 U S WEST's will allow LIDB access to non-U S WEST companies through regional STPS

29.3.6 All additions, updates and deletions of ACG data to the LIDB shall be solely at the direction of ACG.

2937 Normal requests for LIDB updates will be processed on the same basis as U S WEST provides to itself, its affiliates or others but, ACG may request of U S WEST priority updates to ACG LIDB data upon demonstration of critical need (e.g., to support fraud protection, deny/restore, etc.)

29 3 8 Until U S WEST develops mediated access to LIDB, U S WEST shall provide ACG, upon request, direct verification of the accuracy of ACG data in LIDB through screen print reports of specific numbers in question or statistical sampling of the entire universe of numbers. ACG shall be responsible for the reasonable and appropriate costs of ACG requested reports.

29.3.9 U S WEST shall perform backup and recovery of all of ACG's data in LIDB on the same basis as it provides itself

29.4 Toll Free Number Database

2941 The Toll-Free Number Database is a SCP that provides functionality necessary for toll free (e.g. 800 and 888) number services by providing routing information and additional so-called vertical features during call set-up in response to queries from SSPs.

29.4.2 U S WEST shall make the U S WEST Toll Free Number Database available for ACG to query from ACG's designated switch (which includes U S WEST's Local Switching when purchased by ACG as a Network Element) with a toll-free number and originating information.

29.4.3 The Toll Free Number Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a U S WEST switch.

29.4.4 The signaling interface between the ACG or other local switch and the Toll-Free Number database shall use the TCAP protocol.

30 SPECIAL CONSTRUCTION CHARGES

30.1 All rates, charges and initial service periods specified in this Agreement contemplate the provision of network interconnection services, equipment and facilities to the extent available. Where U S WEST is required to build facilities for network interconnection, construction charges will apply. Construction charges will also apply when facilities are placed at the direction of ACG and U S WEST determines in the normal course of business that sufficient volume will not exist for U S WEST, or that the placement of facilities will be temporary. Charges will be consistent with what U S WEST charges to its similarly situated end users and within Commission rules where applicable.

30.2 When facilities for interconnection services are not available and U S WEST is required to construct said facilities, U S WEST will develop the cost required to be paid by ACG to provide the service. Up front costs paid by ACG will be refunded by U S WEST to ACG as additional users utilize the facilities including U S WEST itself.

30.2.1

Refund Table

Requester	Develop Cost	Refund	Refund to
1st	100%	NA	NA
2nd	50%	50.00%	1st Party
3rd	33.33%	16.67%	1st & 2nd
4th	25%	8.33%	1st - 3rd
5th	20%	5.00%	1st - 4th
6th	16.67%	3.33%	1st - 5th
7th	14.29%	2.38%	1st - 6th
8th	12.50%	1.79%	1st - 7th
9th	11.11%	1.39%	1st - 8th
10th	10%	1.11%	1st - 9th

No Further Refunds

- 30.3 Except where required, all necessary construction will be undertaken at the discretion of U S WEST, consistent with budgetary responsibilities and consideration for the impact on the general body of customers.
- 30.4 A quote for ACG portion of a specific job will be provided to ACG or others requesting the construction. The quote will be in writing including the negotiated start and completion dates and will be binding for ninety (90) days after the issue date. When accepted, ACG will be billed the quoted price and construction will commence after receipt of payment. If ACG chooses not to have U S WEST construct the facilities, U S WEST reserves the right to bill ACG for the reasonable expenses incurred for producing the engineered job design.
- 30.5 In the event a construction charge is applicable, ACG service application date will become the date upon which U S WEST receives the required payment.

31 RESALE

31.1 Description

31.2 Scope

31.2.1 U S WEST shall not discriminate against ACG or ACG customers (where the services offered under this contract require U S WEST to directly deal with ACG customers) and shall provide parity treatment (as compared to its own end-user or other carriers) to ACG and ACG customers (where the services offered under this contract require U S WEST to directly deal with ACG customers) in all regards to (by way of example and not limited to) ordering, provisioning, maintenance, call completion, pricing, numbering, restoration, directory listing, data protection (e.g., CPNI), service availability, intervals, and signaling.

31.2.2 CPNI of one party's subscribers obtained by virtue of Local Interconnection or any other service provided under this Agreement shall be proprietary information and may not be used by the other party for any purpose except performance of its obligations under this Agreement, and in connection with such performance, shall be disclosed only to employees with a need to know, unless the subscriber expressly authorizes the other party to disclose such information. The parties may not use CPNI to target customers of the other party to obtain such authorization to disclose.

31.2.3 When purchasing switching capabilities, ACG requires the ability to order all available features on that switch (e.g., call blocking of 900-like calls by line or trunk on an individual service basis) and U S WEST shall provide, as needed, high usage reports to ACG to the extent generated by U S WEST or ordered by a

regulatory Commission so that ACG may provide any regulatory required high usage reports to its end-user. U S WEST examples of high usage reports include those used with toll-cap service and fraud detection where customer service is suspended when usage reaches a certain level.

- 31.2.4 Based on business needs U S WEST will work toward a U S WEST service center group available 7 days a week, 24 hours a day, and in the interim must handle U S WEST calls as well as other customer calls in a non-discriminatory manner.

31.2.5 PLACE HOLDER - ARBITRATION ITEM - RESALE
RESTRICTIONS

The following is applicable for the State of **South Dakota** (Order in the AT&T/U S WEST arbitration, Docket No. TC95-184, dated March 20, 1997, Paragraphs 142-165 and 195).

31.2.5 There shall be no restrictions on the resale of basic exchange telecommunications services with the following exceptions:

31.2.5.1 Residential services may not be resold to customers not eligible to subscribe to such services from U S WEST.

31.2.5.2 Enhanced services are not required to be available for resale.

31.2.5.3 Lifeline and Link-up services may only be resold to customers eligible to subscribe to such service offerings.

31.2.5.4 Special access services are not required to be offered for resale at a discount.

31.2.5.5 Promotions of 90 days or less are not subject to the resale discount. Concurrent running of the same 90 days or less promotion would be subject to the resale discount.

31.2.6 Residence service may not be resold to business customers

31.2.6.1 Basic Exchange Telecommunications Service available to end users may not be resold as a substitute for switched access service

31.2.7 U.S. WEST shall bill ACG and ACG is responsible for all applicable charges for the resold services.

31.3 Ordering and Maintenance

31.3.1 U.S. WEST will have dedicated Service Representatives available to handle ACG activity. Also, U.S. WEST will have an Account Manager assigned to ACG in U.S. WEST's Interconnect Service Center (ISC).

31.3.2 ACG or ACG'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. ACG shall make it clear to its end users that they are customers of the ACG for services. End users intending to contact ACG, but inadvertently contacting U.S. WEST, will be instructed to contact ACG and U.S. WEST will not market its products and services nor disparage ACG in any way during that contact.

31.3.3 ACG shall transmit to U.S. WEST all information necessary for the installation (billing, listing and other information), repair, maintenance and post installation servicing according to U.S. WEST's standard procedures, as described in the U.S. WEST resale operations guide that will be provided to ACG. When U.S. WEST's end user or the end user's new service provider discontinues the end user's service in anticipation of

- 31 3 4 ACG shall provide U S WEST and U S WEST shall provide ACG with points of contact for order entry problem resolution billing and repair of the resold services within 90 days of the effective date
- 31 3 5 Completion confirmation must be provided at parity with U S WEST own internal work to ensure that all necessary translation work is completed on newly installed facilities or augments The OSS Mediated Interface will allow ACG access to completion confirmations
- 31 3 6 ACG will have access to the ICONN database which provides U S WEST Switch Network ID information, NPA/NXXs, rate centers, etc Features and functions by switch will be available via the OSS mediated databases
- 31 3 7 U S WEST must provide a list/description of all services and features with availability down to street address detail, including

Type of Class 5 Switch by CLLI, line features availability by LSO, and service and capacity availability by LSO. ACG further requires a complete layout of the data elements that will be required to provision all such services and features.

31.3.8 ACG may purchase individual CLASS and custom features and functions, or any package or combination thereof on a customer specific basis.

31.3.9 U.S. WEST shall provide all blocking, screening, and all other applicable functions available for hospitality lines utilized as such.

31.3.10 U.S. WEST must use reasonable efforts to provide ACG with accurate pre-order information and ACG must use reasonable efforts to provide U.S. WEST with accurate ordering information as received from U.S. WEST. U.S. WEST will provide ACG with at least the same pre-ordering information as it uses for its own purposes.

31.3.11 Customer Authorization

31.3.11.1 U.S. WEST and ACG will use the existing PIC process as a model, and the same or similar procedures for changes of local providers. For a local carrier change initiated by ACG or an agent of ACG to a customer, one of the following four (4) procedures will constitute authorization for the change: (a) Obtain the customer's written authorization (letter of authorization or LOA); (b) Obtain the customer's electronic authorization by use of an toll-free number; (c) Have the customer's oral authorization verified by an independent third party (third party verification); and (d) Send an information

package, including a prepaid, returnable postcard, within three (3) days of the customer's request for a local carrier change, and wait fourteen (14) days before submitting the local carrier change to the previous carrier.

31.3.11.1.1 It is understood by U S WEST and ACG that these procedures may be superseded or modified by FCC rules or industry standards.

31.3.11.1.2 U S WEST will provide ACG authorization for a local carrier change that is initiated by a customer call to ACG. In this case ACG will:

- (a) maintain internal records verifying the customer's stated intent to switch carriers;
- and (b) produce the record in case of a slamming dispute consistent with the FCC rules.

31.3.11.2 Prior to placing orders that will disconnect a line from another reseller's account, ACG is responsible for obtaining all information needed to process the disconnect order and reestablish the service on behalf of the end user. Should an end user dispute or a discrepancy arise regarding the authority of ACG to act on behalf of the end user, ACG is responsible for providing written evidence of its authority to U S WEST within three (3) business days following the receipt of the written request in ACG's designated business office, listed in this agreement, as updated from time to time. If there is a conflict between the end user designation and ACG's evidence or its authority, U S WEST shall honor the designation of the end user.

and change the end user back to the previous service provider. If ACG does not provide the CA within three (3) business days, or if the end user disputes the authority of the CA, then ACG must, by the end of the third business day,

31.3.11.2.1. notify U S WEST to change the end user back to the previous reseller or service provider, and

31.3.11.2.2. provide any end user information and billing records ACG has obtained relating to the end user to the previous reseller, and

31.3.11.2.3. notify the end user and U S WEST that the change has been made, and

31.3.11.2.4. remit to U S WEST a slamming charge as provided in Section 5.1, as compensation for the change back to the previous reseller or service provider, or

31.3.11.2.5. request that U S WEST approve an extension of approval which such approval will not be unreasonably withheld

31.3.12. ACG shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its end users for interLATA services and intraLATA services when intraLATA presubscription is implemented.

31.3.13. If there is a conflict between an end user (and/or its respective agent) and ACG regarding the disconnection or provision of

Unbundled Loops. U S WEST will honor the latest dated Customer Authorization designating an agent by the end user or its respective agent. If the end user's service has been disconnected and the end user's service is to be restored with U S WEST, ACG will be responsible to pay the applicable non-recurring charges as set forth in U S WEST's applicable tariff, to restore the end user's prior service with U S WEST.

31.4 ACG Responsibilities

- 31.4.1 ACG must send U S WEST complete and accurate end-user listing information for Directory Assistance, Directory, and 911 Emergency Services using the established processes of U S WEST. ACG must provide to U S WEST accurate end-user information to ensure appropriate listings in any databases in which U S WEST is required to retain and/or maintain end-user information. U S WEST assumes no liability for the accuracy of information provided by ACG.
- 31.4.2 ACG may reserve U S WEST telephone numbers as allowed by tariffs.
- 31.4.3 U S WEST will treat ACG in the same manner as it treats a U S WEST own end user relative to collection of revenues due to fraud. ACG and U S WEST may share responsibility, and may make appropriate adjustments, in cases of fraud where, and to the degree, each are liable, to the degree of their respective gross negligence or intentional misconduct. The Parties will cooperate in the general prevention and investigation of fraudulent use of resold services.
- 31.4.4 This agreement does not address the resale of U S WEST provided calling cards, other than U S WEST's calling cards are

not available on resold accounts. When end-user accounts are converted to ACG accounts all non-ACG calling cards will automatically be terminated at conversion.

- 31.4.5 ACG will provide a three year forecast within ninety (90) days of signing this Agreement which shall be considered proprietary information. The forecast shall be updated and provided to U.S. WEST on a quarterly basis. The initial forecast will provide:

- The date service will be offered (by city and/or state)
- The type and quantity of service(s) which will be offered
- ACG's anticipated order volume
- ACG's key contact personnel

31.4.6 In the event U.S. WEST terminates the provisioning of any resold services to ACG for any reason, ACG shall be responsible for providing any and all necessary notice to its end users of the termination. In no case shall U.S. WEST be responsible for providing such notice.

31.5 Rates, Charges, and Other Requirements

31.5.1 Resold services as listed in Section 5.1 are available for resale at the applicable resale tariff rates or at the rates or at the wholesale discount levels set forth in Section 5.1.

31.5.2 If the resold services are purchased pursuant to Tariffs and the Tariff rates change, charges billed to ACG for such services will be based upon the new Tariff rates less the applicable wholesale discount as agreed to herein. The new rate will be effective upon the Tariff effective date.

31.5.3.A Customer Transfer Charge (CTC) as specified in Section 5.1 applies when transferring any existing account or lines to ACG.

31.5.4.A Subscriber Line Charge (SLC) will continue to be paid by ACG without discount for each local exchange line resold under this Agreement. All federal and state rules and regulations associated with SLC as found in the applicable tariffs also apply.

31.5.5.ACG will pay to U.S.WEST the PIC change charge associated with ACG end user changes of interLATA or intraLATA carriers. Any PIC/administration change charge must be at TELRIC plus a reasonable allocation of forward-looking shared and common costs plus a reasonable contribution.

31.5.6.ACG agrees to pay U.S.WEST 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, etc.). Access to these services will not be turned up if ACG requests that those services will be blocked. U.S.WEST shall not allow any service to be used by ACG customers that have not been purchased from ACG. U.S.WEST shall provide ACG with detailed billing information (per applicable OBF standards, if any) as necessary to permit ACG to bill its end users such charges.

31.5.7.Resold services are available where facilities currently exist or are provided in the future as part of U.S.WEST's normal course of business operations for its end users and are capable of providing such services without construction of additional facilities or enhancement of existing facilities. However, if ACG requests that facilities be constructed or enhanced to provide resold services, U.S.WEST will review such requests on a case-

by-case basis and determine, in its sole discretion, if it is economically feasible for U S WEST to build or enhance facilities. If U S WEST decides to build or enhance the requested facilities, U S WEST will develop and provide to ACG a price quote for the construction. If the quote is accepted, ACG will be billed the quoted price and construction will commence after receipt of payment.

31.5.8 As part of the resold line, U S WEST provides operator services, directory assistance and intraLATA long distance. At the request of ACG and where technically feasible, U S WEST will rebrand operator services and directory assistance in ACG's name, provided the costs associated with such rebranding are paid by ACG. ACG will have the option of obtaining such services on an unbranded basis, provided the costs associated with such unbranding are paid by ACG. Where required by state commission, U S WEST must unbrand its own directory services and costs will be assessed per the Commission requirements.

31.5.9 U S WEST will address all ACG requests for ancillary resale systems, programs, and initiatives on an individual case basis where not otherwise covered in this agreement.

31.5.10 All regulated telecommunications services offered at retail to end-users of U S WEST who are not carriers must be available for resale by ACG.

31.5.11 Pursuant to FCC Rules as effective, every retail service rate, including promotions, discounts, and option plans must have a corresponding wholesale rate as referenced in Section 5.1. New U S WEST retail services shall have a wholesale rate

established at the same time the new service becomes available pursuant to FCC rules as effective.

31.5.12 If U S WEST continues to sell a product to any end-user under grandfathered arrangements, U S WEST must make that product available for resale by ACG to that end-user. If a service withdrawn from certain customers remains available to other customers, that service must be made available for resale to those customers that could still purchase the service at retail prices.

31.5.13 U.S. WEST must provide a reasonable notice period for changes/discontinuation of services so that ACG has an opportunity to make the necessary modifications to its ordering, billing, and customer service systems, and so that it can provide sufficient customer notification regarding any changes. If the notice period is insufficient as determined by ACG, ACG may intervene in U.S. WEST's tariff filing to obtain more time

31514 ACG's local customers must be able to retain their existing U S WEST provided telephone number provided they do not change their service address to an address serviced by a different central office without loss of feature capability and ancillary services such as but not exclusively DA 911/E911 capability. Both ACG and the U S WEST will work cooperatively on exceptions.

31.5.15 When U S WEST provides short installation intervals to its end-users, via soft dial tone, U S WEST shall match those installation intervals for ACG (e.g. facilities are already connected at the premises and all that is required is a computer entry activating service, such as "warm line" activation) once the order is received from ACG.

31.5.16 The wholesale price for each retail service must be determined based on the FCC or state commission approved methodology where costs U S WEST will avoid will be removed when the service is resold FCC Rule 51.609

31.5.17 Information concerning the Interconnection and Wholesale Telecommunications Services agreements U S WEST has made with other CLECs, ILECs and with its own affiliates will be available in the public domain

31.5.18 U S WEST must provide the ability for ACG to order local and intraLATA/interLATA long distance toll service on a unified order

31.5.19 U S WEST shall provide confirmation of the installation/change activity to ACG via an initial Firm Order Confirmation ("FOC") and positive completion of order activity. When available, U S WEST will provide "as is" order processing via electronic interfaces when customers are migrating from U S WEST to ACG at the same location. On migration type orders, the FOC shall contain all services/features currently being provided by U S WEST and those services/features being migrated to ACG. Via electronic interface, ACG may confirm services and features ordered. While ACG prefers a positive completion notification delineating all the services installed and those not installed to be sent to ACG upon actual completion of the order on the same day the order is completed, but, until available, ACG will accept notification at parity with U S WEST's internal processes. This will ensure proper billing to end-user customers for services provided.

31.5.20 Once ACG has obtained a customer, U S WEST shall provide in pre-ordering and ordering phases of processing the ACG order U S WEST regulated local features, products, services, elements, and combinations that were previously provisioned by U S WEST for that affected ACG local customer. This applies to all types of local service orders and all elements. ACG requires that U S WEST provide any customer status which qualifies the customer for a special service (e.g., DA exempt, Lifeline, deaf & disabled, etc.).

31.5.21 U S WEST and ACG will establish a process to allow for routine reconciliation of customer records.

31.5.22 For the period of time that a customer has chosen ACG, as the local service provider, ACG assumes custodianship of Telephone Line Number ("TLN"). Therefore, ACG must have access to the TLN and Line Information Data Base ("LIDB").

31.5.23 When ACG rebrands U S WEST local service (becomes the end-user's local service provider), U S WEST shall process all PIC changes provided by ACG on behalf of the IXCs. If PIC changes are received directly by U S WEST from the IXC, U S WEST shall reject the PIC change back to the IXC with the OCN of ACG when available in the appropriate field of the industry standard CARE record.

31.5.24 When a CLEC other than ACG or U S WEST sells local service to an existing ACG local customer and an order is submitted to U S WEST for migrating the service, U S WEST shall inform ACG of the disconnect in a manner similar to the existing CARE process for notifying an IXC of a disconnect PIC change (e.g., inform ACG of a disconnect within 24 hours). This will ensure accurate billing to the end-user customer.

31.5.25 All notices, invoices, and documentation provided on behalf of ACG to the customer at the customer's premises by U.S. WEST's field personnel shall either be branded ACG or non-branded. U.S. WEST shall not market its services or disparage ACG during such calls. ACG will provide or pay for notices used in its behalf.

31.6 Directory Listings

31.6.1 As part of each resold line, U.S. WEST will accept at no charge one primary listing for each main telephone number belonging to ACG's end user customer based on end user information provided to U.S. WEST by ACG. U.S. WEST will place ACG's listings in U.S. WEST's directory listing database for directory assistance purposes and will make listings available to directory publishers and to other third parties.

31.6.2 U.S. WEST shall publish ACG subscriber listings in U.S. WEST directories (main listing in White pages), including:

31.6.2.1 Primary White Page Listings

31.6.2.2 Additional White Page Listings

31.6.2.3 Non-Pub/Non-List

31.6.2.4 Premium Call Listings

31.6.2.5 Information Listings

31.6.3 U.S. WEST's Service Order processing procedures will be used to update directory database with ACG customer information.

31.6.4 ACG and U.S. WEST will establish procedures to prevent errors, and to correct them when they do occur.

31.7. Deposit

31.7.1 U.S. WEST may require ACG to make a suitable deposit to be held by U.S. WEST as a guarantee of the payment of charges. Any deposit required is due and payable within ten days after the requirement is imposed. The amount of the deposit shall be the estimated charges for the resold to service which will accrue for a two-month period. Interest on the deposit shall be accumulated by U.S. WEST at a rate equal to the federal discount rate, as published in the Wall Street Journal from time to time.

31.7.2 When the service is terminated, or when ACG has established satisfactory credit, the amount of the initial or additional deposit, with any interest due, will, at ACG's option, either be credited to ACG's account or refunded. Satisfactory credit for ACG is defined as twelve consecutive months service without a termination for nonpayment and with no more than one notification of intent to terminate Service for nonpayment.

31.8. Billing and Payment

31.8.1. Billable Charges

31.8.1.1 U.S. WEST will bill and record in accordance with this Agreement those charges ACG incurs as a

result of ACG purchasing from US WEST Network Elements, Combinations, and Local Services, as set forth in this Agreement (hereinafter "Charges"). Each bill for Charges (hereinafter "Bill") shall be formatted in accordance with CRIS and IABS, as appropriate. Each such Element, Combination, or Local Service purchased by ACG shall be assigned a separate and unique billing code in the form agreed to by the parties, and such code shall be provided to ACG on each Bill. Each such billing code shall enable ACG to identify the Element(s) or Combinations, Objects and Options as described in the Provisioning section of this Agreement ordered by ACG, or Local Services ordered or utilized by ACG in which Charges apply pursuant to this Agreement. Each Bill shall set forth the quantity and description of each such Element, Combination, or Local Service provided and billed to ACG. All Charges billed to ACG must indicate the state from which such charges were incurred.

31 8 12 U S WEST shall provide ACG a monthly Bill that includes all Charges incurred by and credits and/or adjustments due to ACG for those Elements. Combination thereof, or Local Services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each Connectivity Bill provided by U S WEST to ACG shall include (1) all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date (assumes the same billing Periods as U S WEST retail services), (2) any known unbilled non-usage sensitive charges for prior periods, (3) unbilled non-usage sensitive charges for

the period beginning with the last bill date and extending up to, but not including, the current bill date (assumes the same billing periods as U S WEST retail services). (4) any known unbilled usage sensitive charges for prior periods, and (5) any known unbilled adjustments.

31.8.1.3 ACG prefers Interexchange Access Billing Systems ("IABS") format in order to facilitate standard industry auditing practices.

31.8.1.4 U S WEST will bill all charges due from ACG within 90 days of the billable event, barring extraordinary circumstances of which ACG will be notified at the time (but within the 90 days) U S WEST knows or should have reasonably known of the circumstance. When notified of late billable charges, U S WEST and ACG will negotiate a due date.

31.8.2 Payment Of Charges

31.8.2.1 Subject to the terms of this Agreement, ACG and U S WEST will pay each other, unless bills are properly disputed, within thirty (30) calendar days from the date of the bill or twenty (20) business days from the date the bill is received (or in a readable form for electronic transmissions), whichever is later. If the payment due date is a Sunday or is a Monday that has been designated a bank holiday by the bank ACG specifies, payment will be made the next business day. If the payment due date is a Saturday or is on a Tuesday, Wednesday, Thursday or Friday that has been

designated a bank holiday by the bank ACG specifies, payment will be made on the preceding business day.

31.8.2.2 Payments shall be made in U.S. Dollars via electronic funds transfer or American Clearing House ("EFT" or "ACH") to the other party's bank account. At least thirty (30) days prior to the first transmission of Billing data and information for payment, U.S. WEST and ACG shall provide each other the name and address of its bank, its account and routing number and to whom Billing payments shall be made payable. If such banking information changes, each party shall provide the other party at least sixty (60) days written notice of the change and such notice shall include the new banking information. ACG will provide U.S. WEST with one address to which such payments shall be rendered and U.S. WEST will provide to ACG only one address to which such payments shall be rendered. In the event ACG receives multiple Bills from U.S. WEST which are payable on the same date, ACG may remit one payment for the sum of all Bills payable to U.S. WEST's bank account specified in this subsection. Each party shall provide the other party with a contact person for the handling of Billing payment questions or problems.

31.8.3 Billing Disputes

31.8.3.1 Each party agrees to notify the other party upon the discovery of a billing dispute. In the event of a billing dispute, the parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear. Resolution of the dispute is expected to occur at the first level of

management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. The following resolution procedure will be followed:

31.8.3.1.1. If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective parties for resolution.

31.8.3.1.2. If the dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective parties for resolution.

31.8.3.1.3. If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective parties for resolution.

31.8.3.1.4. If the dispute is not resolved within one hundred and fifty (150) days of the Bill Date, the dispute will be resolved in accordance with the procedures set forth in the Dispute Resolution Section of this Agreement.

318.4 Late Payment Charges

318.4.1 A late payment charge of 1.5% per month applies to all billed balances, which are not properly disputed, which are not paid by the billing date shown on the next bill. To the extent ACG pays the billed balance on time, but the amount of the billed balance is disputed by ACG, and it is later determined that a refund is due ACG, interest shall be payable on the refunded amount from the date of payment, in the amount of 1.5% per month.

318.4.2 If a party disputes a Charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in the Late Payment Charges provision of this agreement if the dispute is resolved in favor of the billing party. If a party disputes Charges and the dispute is resolved in favor of such party, the billing party shall credit the Bill of the disputing party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a party disputes Charges and the dispute is resolved in favor of the billing party, the disputing party shall pay the billing party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of November 13, 1998 through November 19, 1998

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 filing.
Phone: 605-773-3705 Fax: 605-773-3809

ELECTRIC

- EL98-022 In the Matter of the Filing by Black Hills Power & Light Company for
Approval of Amendment No. 2 to Industrial Contract Service Agreement
with Homestake Mining Company

Black Hills Power and Light Company has filed an application requesting
the Commission to approve Amendment No. 2 to its Industrial Contract
Service Agreement between Black Hills and Homestake Mining Company.
According to Amendment No. 1 to the agreement, Homestake would
rebuild portions of its distribution system and have that substantially
completed by December 31, 1998. Amendment No. 2 grants Homestake's
request for an extension of the deadline to September 1, 1999.
Homestake will also be 100% liable for the costs of any capital investment
Black Hills must make at the Kirk Substation, from January 1, 1999,
through September 1, 1999.

Staff Attorney: Karen Cremer
Staff Analyst: Dave Jacobson
Date Filed: 11/17/98
Intervention Deadline: NA

- EL98-023 In the Matter of the Complaint Filed by Bonnie Slade, Fulton, South
Dakota, against Northern States Power Company Concerning Outages

Complaint by Bonnie Slade vs. Northern State Power Company. The
Complainant claims an unusually high number of electrical outages has
caused great inconvenience and aggravated health conditions. The
Complainant requests that Northern States Power upgrade its lines and
substations.

Staff Attorney: Karen Cremer
Consumer Affairs: Leni Healy
Date Filed: 11/17/98
Intervention Deadline: NA

TELECOMMUNICATIONS

- TC98-198 In the Matter of the Application of CTC Communications Corp. for a
Certificate of Authority to Provide Telecommunications Services in South
Dakota

Application of CTC Communications Corp. for a certificate of authority to
provide resold interexchange telecommunications services throughout
South Dakota. The services to be provided include MTS, WATS, 800
inbound service. Services will also include calling card and directory
assistance services to presubscribed customers.

Staff Attorney: Camron Hoseck
Staff Analyst: Kylie Tracy
Date Filed: 11/13/98
Intervention Deadline: 12/4/98

- TC98-199 In the Matter of the Complaint Filed by Lawrence Klein, Valentine,
Nebraska, against U S WEST Communications, Inc. Regarding Poor
Service and Request to Have Lines Updated

Complaint by Lawrence Klein vs. U S WEST Communications, Inc. The
Complainant describes a history of poor telephone service and outages.
The Complainant seeks reliable telephone service.

Staff Attorney: Camron Hoseck
Consumer Affairs: Leni Healy
Date Filed: 11-06-98
Intervention Deadline: NA

- TC98-200 In the Matter of the Complaint Filed by Don Finn on behalf of Lake Area
Hospital, Webster, South Dakota, against AT&T Communications of the
Midwest, Inc. Regarding Overcharges

Complaint by Don Finn vs. AT&T Communications. The Complainant
outlines a history of the concerns with AT&T over the past 18 months in
which the Hospital was overbilled. The Complainant further claims that
AT&T personnel did not offer appropriate assistance in resolving the
error. The Complainant seeks reimbursement for the amount
overcharged and compensation for time and labor involved.

Staff Attorney: Karen Cremer
Consumer Affairs: Leni Healy

Date Filed: 11-04-98
Intervention Deadline: NA

TC98-201 In the Matter of the Application of FirstWorld Communications, Inc. for a Certificate of Authority to Provide Telecommunications Services in South Dakota

Application of FirstWorld Communications, Inc. for a certificate of authority to provide resold intrastate telecommunications services throughout South Dakota. Services to be provided include MTS, inbound toll free service, travel card, debit card and operator services

Staff Attorney: Karen Cremer
Staff Analyst: Bob Knadle
Date Filed: 11-16-98
Intervention Deadline: 12-07-98

TC98-202 In the Matter of the Filing by U S WEST Communications, Inc. for Approval of Agreement for Service Resale Between Preferred Carrier Services, Inc. and U S WEST Communications, Inc.

On November 16, 1998, the Commission received an interconnection agreement between U S WEST Communications, Inc. and Preferred Carrier Services, Inc. Any person wishing to comment on the parties' request for approval may do so by filing written comments with the Commission and the parties to the agreement no later than December 11, 1998. Parties to the agreement may file written responses to the comments no later than January 4, 1999.

Staff Attorney: Camron Hoseck
Date Filed: 11-16-98
Responses Due: 12-11-98

TC98-203 In the Matter of the Filing by U S WEST Communications, Inc. for Approval of Negotiated/Arbitrated Terms of Agreement for Interconnection, Resale, and Unbundled Elements between Advanced Communications Group, Inc. and U S WEST Communications, Inc.

On November 19, 1998, the Commission received an interconnection agreement between U S WEST Communications, Inc. and Advanced Communications Group, Inc. Any person wishing to comment on the parties' request for approval may do so by filing written comments with the Commission and the parties to the agreement no later than December 14,

1998. Parties to the agreement may file written responses to the comments no later than January 7, 1999.

Staff Attorney: Camron Hoseck
Date Filed: 11-19-98
Responses Due: 12-14-98

TC98-204 In the Matter of the Filing by U S WEST Communications, Inc. for Approval of Wireless Interconnection Agreement between U S WEST Communications, Inc. and Brookings Municipal Utilities Telephone Department d b a. Swiftel Communications

On November 19, 1998, the Commission received a wireless interconnection agreement between U S WEST Communications, Inc. and Brookings Municipal Utilities Telephone Department d b a. Swiftel Communications. Any person wishing to comment on the parties' request for approval may do so by filing written comments with the Commission and the parties to the agreement no later than December 14, 1998. Parties to the agreement may file written responses to the comments no later than January 7, 1999.

Staff Attorney: Camron Hoseck
Date Filed: 11-19-98
Responses Due: 12-14-98

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South Dakota Public Utilities Commission

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November 20, 1998

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Sioux Falls, SD 57194

Mr. Ron Van Zandbergen
U S WEST Communications, Inc.
1314 Douglas on the Mall, 6th Floor
Omaha, NE 68102

Re: U S WEST Communications, Inc /
Advanced Communications Group, Inc.
Negotiated/Arbitrated Terms of Agreement for
Interconnection, Resale, and Unbundled Elements
Docket TC98-203

Dear Folks

Enclosed you will find copy of Staff Analysis and Recommendation with reference to the above captioned matter. This is intended as service upon you by mail

Very truly yours,

Cameron Hoseck
Staff Attorney

CH dk
Enc

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE FILING BY U S WEST)	STAFF ANALYSIS AND
COMMUNICATIONS, INC. FOR APPROVAL OF)	RECOMMENDATION
NEGOTIATED/ARBITRATED TERMS OF)	
AGREEMENT FOR INTERCONNECTION,)	TC98-203
RESALE, AND UNBUNDLED ELEMENTS)	
BETWEEN ADVANCED COMMUNICATIONS)	
GROUP, INC. AND U S WEST)	
COMMUNICATIONS, INC.)	

At 47 U.S.C. Section 252(a)(1) the law provides that negotiated interconnection agreements which have been reached are to be submitted to the Public Utilities Commission (Commission) for approval. Submission of the agreement is to be in accordance with Subsection (e) of this provision. Subsection (e) provides that the Commission is to reject or approve the agreement with written findings as to deficiencies. The grounds for rejection are specified in Subsection (e)(2). As summarized, those reasons include discrimination, inconsistency with the public interest, convenience and necessity or inconsistency with Section 251 or the standards of (d) of Section 252.

Staff bases its analysis and recommendations on the standard of the public interest.

ANALYSIS

The following comments are directed to that portion of the agreement entitled "General Provisions" which begin at page 183. The following comments are made for the assistance of the Commission.

1. At paragraph 36-34.1, "Warranties," on page 217, there is a standard provision with regard to warranties. In other cases involving resale, I have questioned the necessity for a provision for warranties. Because this agreement has a provision for unbundled elements, it is arguable that a warranty provision is proper and necessary, therefore I do not raise my usual objection with regard to inclusion of this language.

2 Under paragraph 36.22, "Controlling Law," there is a provision specifically making this agreement subject to South Dakota law. Therefore my usual objection to approval of the agreement because of the wording of this provision does not apply here.

The following comment is made with regard to the company named "Advanced Communications Group, Inc.:" This Company does not have a certificate of authority issued by the South Dakota Public Utilities Commission allowing it to provide telecommunications service. It is submitted that the Commission may not approve an interconnection agreement unless the party which is connecting with the incumbent telecommunications company is authorized to provide local service. Further, it is the undersigned attorney's opinion that under 47 U.S.C. 251(a)(1), interconnection agreements must be between telecommunications carriers as that term is defined to mean a telecommunications provider. It is submitted that unless and until Advanced Communications Group, Inc. is a provider of telecommunications services, contractual interconnection is impossible and the time limitations of 47 U.S.C. 252(e)(4) do not commence to run until Advanced Communications Group, Inc. obtains a certificate of authority for local service in South Dakota.


The Commission's attention is directed to the issue of service standards. In passing, the Commission should note that this interconnection agreement at section 34.1.1 (page 182) defers determining service standards until an order with regard to them is issued by the Commission. In Docket TC98-202 there are no service standards, in Docket TC98-204 there are service standards. This facially raises an issue of discrimination as to whether U S WEST is providing performance standards for some interconnection customers and not for others. Further, it is recommended that the Commission be satisfied that the treatment of service standards by U S WEST does not constitute discrimination.

01508
NOV 20 1998

CONCLUSION

The Commission should not approve this agreement until such time as Advanced Communications Group, Inc. obtains a certificate of authority to provide local service in South Dakota

Respectfully submitted this 30th day of November, 1998



Camron Hoseck
Staff Attorney
South Dakota Public Utilities Commission
500 East Capitol
Pierre, SD 57501

CERTIFICATE OF SERVICE

I hereby certify that copies of Staff Analysis and Recommendation were served on the following by mailing the same to them by United States Post Office First Class Mail, postage thereon prepaid, at the address shown below on this the 20th day of November, 1998

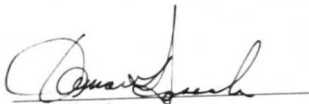
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U S WEST Communications, Inc.
1314 Douglas on the Mall, 6th Floor
Omaha, NE 68102

Ms. Kristine B. Macneal
Contract Development & Services
U S WEST Communications, Inc.
188 Inverness Drive West, Suite 600
Englewood, CO 80112



Camron Hoseck
Staff Attorney
South Dakota Public Utilities Commission
500 East Capitol
Pierre, SD 57501

0150.52.233

(605) 335-6225
FAX (605) 335-7327

NOV 30 1998

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

SD Public Utilities Commission
500 East Capitol Ave.
Pierre, SD 57501-5070

Re: TC 98-203
US West/Advanced Communications Group Interconnection, Resale, Unbundled
Elements

Today we received the Staff Analysis and Recommendation for the above referenced docket.

We are in the process of finalizing our Application for Certificate of Public Necessity and Convenience as well as our proposed tariff for telecommunications service in South Dakota. It is our intent to have these documents completed and submitted for review and approval shortly.

We respectfully request that the Commission defer our request for approval in TC 98-203 for this Interconnection Agreement until our application has been approved.

If you have any additional questions regarding this matter, please do not hesitate to contact me.

ADVANCED COMMUNICATIONS GROUP, INC.

Neil Schmid
Director, Regulatory Affairs



South Dakota Public Utilities Commission

State Capitol Building, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070



VIA FIRST CLASS MAIL AND FAX 605-335-7327

August 5, 1999

Mr. Neil Schmid
Director
Regulatory Affairs
Advanced Communications Group, Inc.
110 South Phillips Avenue, Suite 202
Sioux Falls, SD 57104

Re Advanced Communications Group/U S WEST
Interconnection Agreement
Docket TC98-203

Dear Mr. Schmid:

We have been holding the approval of the Interconnection Agreement in this case pending your application for a Certificate of Authority to do business in South Dakota. A significant amount of time has passed since the Agreement was filed and since we've heard from your company. As of the date of this letter, a Certificate of Authority has not been sought. Accordingly, I am asking that this matter be placed on the Commission's agenda for August 17, 1999. It is my intent to recommend the rejection of the Interconnection Agreement as filed.

Very truly yours,

Camron Hoseck
Staff Attorney

CH dk

Capitol Office
Telephone (605)773-3201
FAX (605)773-3809

Transportation/
Warehouse Division
Telephone (605)773-5280
FAX (605)773-3225

Consumer Hotline
1-800-332-1782

TTY Through
Relay South Dakota
1-800-877-1113

Internet Website
www.puc.state.sd.us/puc/

•
Jim Burg
Chairman
Pam Nelson
Vice-Chairman
Laska Schoenfelder
Commissioner

William Hallard Jr.
Executive Director

Hylan Best
Martin C. Bettmann
Sue Cichos
Karen E. Cremer
Michele M. Farris
Marlene Fischbach
Shirleen Fugitt
Lewell Hammond

Lena Healy
Camron Hoseck
Lisa Hull
Dave Jacobson
Katie Johnson
Bob Knadlie
Delane Kolbs
Jeffrey P. Lorenson
Charlene Lund
Terry Norum
Gregory A. Rylov
Keith Senger
Rosalyn Adly West



390 South Woodruff Road, Suite 150
St. Louis, MO 63017
314 285-8668
Fax: 314 285-8741



August 11, 1999

FAX 605-773-3809

South Dakota Public Utilities Commission
State Capitol Building
500 E Capitol Ave.
Pierre, SD 57501

Attn: Camron Hoseck

Re: Advanced Communications Group/U S West Interconnection Agreement
TC98-203

Dear Camron:

Thank you for your letter dated August 5th, 1999 regarding the interconnection agreement between Advanced Communications Group (ACG) and U S West. I have noted that this docket is on the August 17, 1999 agenda.

As you know, U S West filed this agreement on November 18, 1998 but ACG has not yet filed its application for a certificate of authority and tariff. We intend to file our application and tariff for commission approval within the next 30 days. We would appreciate the commission's consideration in delaying action on this docket in order to allow us additional time to complete these documents.

Thank you for your consideration.

ADVANCED COMMUNICATIONS GROUP, INC.

Neil F. Schmid
Director, Regulatory Affairs
2900 W. 11th St
Sioux Falls, SD 57104
(605) 782-2878

ORIGINAL

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

1000 R STREET, NW, S-117 100
WASHINGTON, DC 20007-5116
TEL: 202-462-1212 FAX: 202-462-1545
E-MAIL: BERLIN@SWIDLER.COM

NEW YORK OFFICE
515 PARK AVENUE
NEW YORK, NY 10022

FAX RECEIVED SEP 07 1999

September 7, 1999

VI A FACSIMILE &
OVERSIGHT DELIVERY

William Bullard, Executive Director
South Dakota Public Utilities Commission
500 E. Capitol, State Capitol Building
Pierre, South Dakota 57501

Re Docket Number TC-98-203 In the Matter of the Proposed Interconnection
Agreement Between US West Communications, Inc and Advanced Communications
Group, Inc

Dear Mr Bullard

(On behalf of Advanced Communications Group, Inc. ("ACG") and FirstTel, Inc. ("FirstTel"), this letter is to notify the Commission that ACG has assigned the above referenced interconnection agreement ("Agreement"), which is currently before the Commission for approval, to ACG's wholly owned subsidiary, FirstTel, effective September 3, 1999. Pursuant to the Assignment, FirstTel has assumed all of ACG's rights, obligations, and duties arising under the Agreement. In light of the assignment to FirstTel, ACG and FirstTel respectively request that the Commission approve the above referenced interconnection agreement between US West Communications, Inc. ("USW") and -- pursuant to the assignment -- FirstTel. Attached hereto is a copy of the executed assignment between ACG and FirstTel, dated September 3, 1999 ("Assignment").

By way of background, due to changes in its corporate business plans, ACG has determined to focus on its directory publishing business and plans to exit the telecommunications business altogether. To that end, ACG assigned its interconnection services in the State of South FirstTel is authorized to provide local exchange telecommunications services in the State of South

1 On August 30, 1999, ACG and its South Dakota certificated subsidiaries, FirstTel and Telecom Resources, Inc. ("TRI"), filed notice with the Commission of the proposed transfer of control of FirstTel and TRI to Jones Telecommunications, LLC.

William Bullard
September 7, 1999
Page 2

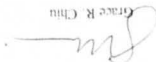
Dakota pursuant to its amended certification granted by Commission Order issued in Docket No. TC96-083 (dated Oct. 22, 1996).⁵

The Agreement, by its own terms, expressly permits either party to assign the Agreement to a corporate affiliate or an entity under its common control. See Agreement, ¶ 36.33. Consent of the other party is not required for an assignment pursuant to paragraph 36.33 of the Agreement. Accordingly, ACG's assignment of the Agreement to its wholly owned subsidiary, FirstTel, became effective September 3, 1999. Attached hereto is a copy of ACG's letter to USW, dated September 3, 1999, giving notice of the assignment of the Agreement to FirstTel.

In light of the fact that the Agreement has been assigned to FirstTel and the fact that FirstTel already holds certification to provide competitive local exchange services in South Dakota, ACG and FirstTel respectfully submit that there is no longer any need for ACG to file an application for local exchange certification in South Dakota. Therefore, ACG and FirstTel respectfully request that the Commission approve the above referenced interconnection agreement between USW and FirstTel.

Please date, stamp and return the enclosed copy of this letter in the self-addressed stamped envelope provided. If there are any questions regarding this filing, please do not hesitate to contact me.

Respectfully submitted,



Grace R. Chin

Counsel for Advanced Communications Group, Inc.
and FirstTel, Inc.

Attachments

cc: Canton Hoseck (via facsimile)

Anthony Capets (ACG)

Neil Schmid (ACG)

Richard M. Rindler

Alexander M. Stokas

2/20/99

FirstTel is also authorized to authorize to provide resold intrastate interexchange telecommunications services in South Dakota pursuant to certification granted by Commission Order issued in Docket No. TC93-120 (Oct. 12, 1993).

ASSIGNMENT

WHEREAS, Advanced Communications Group, Inc. ("ACG") is a party to a certain Interconnection Agreement ("Agreement") between US West Communications, Inc. ("USW") and ACG executed by USW on November 16, 1998, and

WHEREAS, FirsTel, Inc. ("FirsTel") is an affiliate of ACG; and

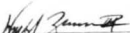
WHEREAS, ACG now desires to assign all of its rights, and to delegate all of its obligations, liabilities, and duties under the Agreement to FirsTel, pursuant to paragraph 36.33 thereof;

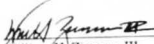
NOW, THEREFORE, in exchange for the mutual promises contained herein and intending to be legally bound hereby,

1. ACG hereby irrevocably assigns to FirsTel all of its rights arising under the Agreement, without any exception or limitation whatsoever.
2. FirsTel hereby agrees to assume all of ACG's rights, obligations, and duties arising under the Agreement, without any exception or limitation whatsoever.
3. This Assignment shall be effective upon execution of this document by the parties listed below.

Advanced Communications Group, Inc.

FirsTel, Inc.

By: 
Name: William H. Zimmer, III
Title: Executive Vice President

By: 
Name: William H. Zimmer, III
Title: Secretary

Date: September 3, 1999

Date: September 3, 1999

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

1000 K STREET, NW, SUITE 100
WASHINGTON, DC 20007-5116
TELEPHONE (202) 424-7500
FACSIMILE (202) 424-7547

KEMAL M. HAWA

TELEPHONE (202) 445-6987
FACSIMILE (202) 445-6988

NEW YORK OFFICE
419 THIRD AVENUE
NEW YORK, NY 10022

September 3, 1999

VIA OVERNIGHT DELIVERY

US West
Director, Interconnection Compliance
1801 California, Room 2410
Denver, Colorado 80202

Re: **Advanced Communications Group Notice of Assignment of its
Interconnection Agreement With US West to Firstel, Inc.**

Dear Sir or Madam:

Advanced Communications Group, Inc. ("ACG") hereby gives notice of its intent to assign its interconnection agreement with US West ("USW") for the State of South Dakota to its wholly owned subsidiary, Firstel, Inc. This notice of assignment is given in accordance with the attached Section 36.33 of the above referenced interconnection agreement.

Please date stamp and return the enclosed copy of this letter in the self-addressed stamped envelope provided. If you have any questions or need to discuss this matter further, please do not hesitate to contact me.

Sincerely,



Kemal M. Hawa

Counsel for Advanced
Communications Group, Inc. and Firstel, Inc.

cc: US West Law Department
South Dakota Public Utilities Commission
Neil Schmid (ACG)
Grace R. Chiu
Alexander M. Stokas

Sioux Falls, SD 57104
Phone: (605) 335-6225
FAX: (605) 335-7327

Each Party shall inform the other of any changes in the above addresses.

36.33. Assignment.

Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party provided that each Party may assign this Agreement to a corporate affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

36.34. Warranties.

36.34.1. Notwithstanding any other provision of this agreement, the Parties agree that neither Party has made, and that there does not exist, any warranty, express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose.

36.34.2. Except as otherwise provided herein, each party shall perform its obligations in a nondiscriminatory manner relative to its own operations, or those of its Affiliates, but in no event shall a party use less than reasonable care in the performance of its duties hereunder.

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE FILING BY U S WEST)	ORDER APPROVING
COMMUNICATIONS, INC. FOR APPROVAL OF)	ADOPTION OF AGREEMENT
AN AGREEMENT FOR INTERCONNECTION,)	
RESALE, AND UNBUNDLED ELEMENTS)	TC98-203
BETWEEN ADVANCED COMMUNICATIONS)	
GROUP, INC. AND U S WEST)	
COMMUNICATIONS, INC.)	

On November 19, 1998, U S WEST Communications, Inc. (U S WEST) and Advanced Communications Group, Inc. (Advanced) filed a negotiated agreement for interconnection, resale, and unbundled elements with the South Dakota Public Utilities Commission (Commission).

On November 19, 1998, the Commission electronically transmitted notice of this filing to interested individuals and entities. The notice stated that any person wishing to comment on the agreement had until December 14, 1998, to do so. Commission staff filed its Analysis and Recommendation on November 20, 1998.

At its duly noticed August 17, 1999, meeting, the Commission considered what action to take in this matter. The matter was deferred until the September 8, 1999, regularly scheduled meeting. At this meeting, it was represented to the Commission by representatives of Advanced and Commission Staff Counsel Hoesack that an assignment of the agreement had taken place from Advanced to FirstTel, Inc. With this assignment, Staff Counsel recommended approval of the agreement.

The Commission has jurisdiction over this matter pursuant to SDCL Chapter 49-31, and the Federal Telecommunications Act of 1996, more specifically 47 U.S.C. Section 252(e). The Commission voted to approve adoption of the agreement. It is therefore

ORDERED, that the Commission approves the agreement as negotiated between U S WEST and FirstTel, Inc., as successor in interest to Advanced, and it is further

ORDERED, that the docket be closed.

Dated at Pierre, South Dakota, this 14th day of September, 1999.

CERTIFICATE OF SERVICE

The undersigned, hereby, certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.

By [Signature]

Date 9/15/99

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION

[Signature]
JAMES A. BURG, Chairman

[Signature]
PAM NELSON, Commissioner

[Signature]
LASKA SCHOENFELDER, Commissioner

TC 98-203

U S WEST, Inc.
 1601 California Street, Suite 5100
 Denver, Colorado 80202
 Phone: 303.472.5471
 Fax: 303.472.2501 Telex

USWEST
 Life's Better Here. ®

Alex M. Duarte
 General Attorney

RECEIVED

MAY 10 1999

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSIONVIA OVERNIGHT DELIVERY

March 17, 2000

Mr. William Bullard, Jr.
 Executive Director
 South Dakota Public Utilities Commission
 500 East Capitol Avenue
 Pierre, SD 57501

Re: Filing of First Amendment to the Interconnection Agreement between Advanced Communications Group, Inc. and U S WEST Communications, Inc.

Pursuant to 20:10:32.21 of the Admin. Rules of South Dakota enclosed for filing is an original and ten (10) copies of the First Amendment to the Interconnection Agreement between U S WEST Communications, Inc. ("U S WEST") and Advanced Communications Group, Inc. ("ACG") for approval by the Commission. ACG and U S WEST entered into the Interconnection Agreement which was approved by the South Dakota Commission effective September 14, 1999 and ACG assigned all of its rights in the Interconnection Agreement to its wholly owned subsidiary, FIRSTEL, with final approval of such assignment by the Commission on September 14, 1999, in Docket No. TC98-203. FIRSTEL and U S WEST now desire to amend the Interconnection Agreement. FIRSTEL and U S WEST agree to amend the Interconnection Agreement by replacing, in its entirety, Section 8, Collocation, in the Interconnection Agreement.

The Agreement does not discriminate against other telecommunications carriers, and the Agreement is consistent with the FCC's guidelines for negotiation and performance. Additionally, other telecommunications carriers have the option to adopt any negotiated or arbitrated agreement approved by the Commission.



Mr. William Bullard, Jr.

March 17, 2000

Page 2

The Agreement is consistent with the public interest as identified in the state statutes of South Dakota, the Commission's rules, the federal Telecommunications Act of 1996, and rules of the Federal Communications Commission. Expedient approval of this Agreement will enable ACG to enter the local exchange market and provide customers with increased choices among local exchange services.

ACG has authorized U S WEST to submit this Agreement on ACG's behalf.

Very truly yours,

Alex Duarte

Enclosures

cc: Sue Weiske
General Counsel
Ionex Telecommunications, Inc.
5710 LBJ Freeway, Suite 215
Dallas, TX 75240

Colleen Sevold
Manager - Public Policy
U S WEST Communications, Inc.
125 S. Dakota Avenue, 8th Floor
Sioux Falls, SD 57194

U S WEST, Inc. Law Department
Counsel, Interconnection
1801 California Street, 49th Floor
Denver, Colorado 80202

RECEIVED

FILED

AMENDMENT ONE
TO THE
ARBITRATED INTERCONNECTION AGREEMENT
BETWEEN
ADVANCED COMMUNICATIONS GROUP, INC. UTILITIES COMMISSION
AND
U S WEST COMMUNICATIONS, INC.
FOR THE STATE OF SOUTH DAKOTA

FIRSTEL, Inc. ("FIRSTEL") and U S WEST Communications, Inc. ("USW") enter into this Amendment No. One ("Amendment") to the arbitrated Interconnection Agreement between Advanced Communications Group, Inc. ("ACG") and USW ("Interconnection Agreement"). This Amendment shall be deemed effective as of the date of its approval by the South Dakota Public Utilities Commission ("Commission").

WHEREAS ACG and USW entered into the Interconnection Agreement which was approved by the Commission effective September 14, 1999, and

WHEREAS ACG assigned all of its rights in the Interconnection Agreement to its wholly owned subsidiary, FIRSTEL, with final approval of such assignment by the Commission on September 14, 1999, in Docket No. TC98-203, and

WHEREAS FIRSTEL and USW now desire to amend the Interconnection Agreement.

NOW THEREFORE, FIRSTEL and USW agree to amend the Interconnection Agreement by

1. Replacing in its entirety Section 8, Collocation, in the Interconnection Agreement by incorporating and making a part hereof the following attached Part D

Except as modified herein, all terms and conditions of the Interconnection Agreement and any previous amendments shall remain in full force and effect.

FIRSTEL, Inc.

Signature

Name Printed/Typed

Title

Date

U S WEST Communications, Inc.

Signature

Elizabeth J. Stamp

Name Printed/Typed

Director - Interconnect

Title

Date

PART D - COLLOCATION

(D)1 Description

- (D)1.1 FIRSTEL may collocate any type of equipment used or useful for interconnection or access to Unbundled Network Elements pursuant to FCC Rule 51.323(b). Collocation includes the leasing to FIRSTEL of physical space in a USW Wire Center, as well as the use by FIRSTEL of power, heating, ventilation and air conditioning (HVAC), and cabling in USW's Wire Center. Collocation also allows FIRSTEL to access InterConnection Distribution Frames (ICDF) for the purpose of accessing and combining unbundled network elements and ancillary services. There are five (5) types of Collocation available - Virtual, Caged Physical, Shared Caged Physical, Cageless Physical and InterConnection Distribution Frame Collocation. Other forms of legally authorized Collocation may be requested through the BFR Process.

(D)1.1.1 Virtual Collocation

A Virtual Collocation arrangement requires FIRSTEL to purchase and deliver to USW FIRSTEL's own equipment for USW to install and maintain in USW's Wire Center. FIRSTEL does not have physical access to its equipment in the USW Wire Center. NEBS1 safety standards are required.

(D)1.1.2 Caged Physical Collocation

Caged Physical Collocation allows FIRSTEL to lease caged floor space in square foot increments up to 400 square feet for placement of its equipment within USW's Wire Center. Requests for space in excess of 400 square feet will be considered on an individual case basis. FIRSTEL is responsible for the procurement, installation and on-going maintenance of its equipment as well as the cross connections required within the cage. NEBS1 safety standards are required.

(D)1.1.3 Cageless Physical Collocation

Cageless Physical Collocation is a non-caged area within a USW Wire Center. Space will be made available in single frame bay increments. The security measures for the floor area will be no less than the measures already taken for U S WEST. The minimum square footage is nine (9) square feet per bay. Space will be provided utilizing USW standard equipment bay configurations in which FIRSTEL can place and maintain its own equipment. FIRSTEL is responsible for the procurement, installation and on going maintenance of its equipment as well as the cross connections required within FIRSTEL's leased collocation space. NEBS1 safety standards are required.

(D)1.1.4 Shared Space Caged Physical Collocation

Shared Space Caged Physical Collocation allows two or more CLECs to share a single collocation enclosure. Under Shared Physical Collocation, one CLEC obtains a Caged Physical Collocation arrangement, and another CLEC pursuant to the terms of its approved interconnection agreement, may share use of that space, in accordance with terms and conditions agreed to between the two (2) CLECs. USW will prorate the charge for site conditioning and preparation undertaken by USW to construct the shared collocation cage or condition the space for collocation use, regardless of how many carriers actually collocate in that cage, by determining the total charge for site preparation and allocating that charge to a collocating CLEC based on the percentage of the total space utilized by that CLEC. USW shall not place unreasonable restrictions on FIRSTEL's use of a collocation cage, such as limiting FIRSTEL's ability to contract with other CLECs to share FIRSTEL's collocation cage in a sublease-type arrangement. In addition, if two or more CLECs who have interconnection agreements with USW utilize a shared collocation arrangement, USW shall permit each CLEC to order UNEs to and provision service from that shared collocation space, regardless of which CLEC was the original collocator. NEBS1 safety standards are required.

(D)1.1.5 Interconnection Distribution Frame (ICDF) Collocation

Where FIRSTEL does not require its equipment to be placed in a USW Central Office, but wishes only to combine USW UNEs, ICDF Collocation is available.

ICDFs are shared cross-connect devices used by USW and CLECs alike. USW will determine the appropriate cross-connect device upon which FIRSTEL terminations will be placed (DS0, DS1, DS3, and OCn).

FIRSTEL may combine UNEs. The combination of the UNEs shall be completed at the appropriate USW cross-connect device. Such devices will be located within USW Central Offices for common or dedicated usage. The cross connect devices accommodate DS0, DS1, DS3 and OCn terminations. Tie cable arrangements between the various USW distribution frames may be required and will be provided in a nondiscriminatory manner.

(D)2 Terms and Conditions

(D)2.1 Terms and Conditions - All Collocation

- (D)2.1.1 With respect to any technical requirements or performance standards specified in this Section, USW shall provide Collocation in a nondiscriminatory manner on rates, terms and conditions that are just, reasonable and nondiscriminatory.

(D)2 1.2 FIRSTEL will only collocate equipment that is necessary for interconnection or access to unbundled network elements, regardless of whether such equipment includes a switching functionality, provides enhanced services capabilities, or offers other functionalities. FIRSTEL may not collocate equipment that is not necessary for either access to UNEs or for interconnection, such as equipment used exclusively for switching or for enhanced services. USW will permit collocation of any equipment required by law, unless USW can establish that the equipment will not be actually used by FIRSTEL for the purpose of obtaining interconnection or access to unbundled network elements. For purposes of this Section, the term "necessary" shall have the meaning contained in effective federal or state rules, regulations, or decisions from any court or regulatory commission having jurisdiction over these matters.

(D)2 1.3 Where available, FIRSTEL may purchase USW's finished Private Line Services via applicable Tariff terms and conditions. These services will be terminated at the demarcation point as described below.

(D)2 1.4 Demarcation Points for Unbundled Network Elements (UNEs) and Ancillary Services. The demarcation point for unbundled network elements and ancillary services is that physical point where USW shall terminate its unbundled network elements and ancillary services for access by FIRSTEL. There are standard demarcation points where unbundled network elements and ancillary services may be delivered to FIRSTEL. FIRSTEL shall specify its choice of standard demarcation points for its access to UNEs and ancillary services. One standard demarcation point is at FIRSTEL provided cross connection equipment in FIRSTEL's Physical or Virtual Collocation space. A second standard demarcation point is at an InterConnection Distribution Frame. To the extent FIRSTEL selects a demarcation point outside of its collocated space, such as an ICDF, FIRSTEL shall provide and USW shall install the tie cables from FIRSTEL's collocated equipment to the demarcation point. Alternatively, USW shall provide and install these tie cables, at FIRSTEL's expense.

(D)2 1.4.1 USW will provide a connection between an unbundled network element and the demarcation point and an ancillary service and a demarcation point. Such connection is an Interconnection Tie Pair (ITP). The demarcation point shall be:

(D)2 1.4.1.1 at FIRSTEL provided cross-connection equipment located in FIRSTEL's Virtual or Physical Collocation Space; or

- (D)2.1.4.1.2 if FIRSTEL elects to use ICDF Collocation, at the InterConnection Distribution Frame (ICDF); or
- (D)2.1.4.1.3 if FIRSTEL elects to use an ICDF in association with Virtual or Physical Collocation, at the ICDF
- (D)2.1.5 FIRSTEL must identify what equipment will be installed and the vendor technical specifications of such equipment so that USW may verify the appropriate power, floor loading, heat release, environmental particulate level, HVAC, and tie cables to FIRSTEL-provided cross-connection device.
- (D)2.1.6 All equipment placed will meet NEBS safety standards and will be installed in accordance with USW Technical Publications 77350, 77351, and 77386. USW shall provide standard central office alarming pursuant to USW Technical Publication 77351 within the Central Office environment, but not to the FIRSTEL equipment. FIRSTEL is responsible for the monitoring of its own equipment.
- (D)2.1.7 Requests for Collocation may be denied due to the lack of sufficient space in a USW Central Office for placement of FIRSTEL's equipment. If USW determines that the amount of space requested by FIRSTEL for Caged Physical Collocation is not available, but a lesser amount of space is available, that lesser amount of space will be offered for Caged Physical Collocation. Alternatively, FIRSTEL will be offered Cageless Physical Collocation (pay at a time), or Virtual Collocation as an alternative to Caged Physical Collocation. In the event the original collocation request is not available due to lack of sufficient space, and FIRSTEL did not specify an alternative form of collocation on the original order form, FIRSTEL will be required to submit a new order for the FIRSTEL's preferred alternative collocation arrangement. In the event FIRSTEL includes both a first choice and alternative collocation arrangements on the original order form, and one of these can be fulfilled, no new order will be required. In the event that USW reconfigures space or builds additional Central Office space in order to satisfy its own business needs, additional space for the CLEC will be taken into consideration for the CLEC's Collocation as well.
- (D)2.1.8 Requests for Collocation from FIRSTEL will be processed on a first come, first serve basis by USW, but in the event FIRSTEL submits requests for Collocation, such that more than five (5) requests per week, per state are in process by USW, the following procedure shall apply:
- (D)2.1.8.1 USW and FIRSTEL shall work cooperatively and in good faith to establish a project plan and schedule to implement FIRSTEL's requests for Collocation. The project plan shall establish staggered due dates on

both the upfront and ready-for-service dates and outline responsibilities for each Party.

(D)2 1 8 2 The project plan established by USW and FIRSTEL to implement FIRSTEL's request for Collocation may also be used by FIRSTEL to prioritize implementation of Collocation requests in the event that five (5) or fewer requests for Collocation per week per state submitted by FIRSTEL are being processed by USW.

(D)2 1 8 3 Should the Parties not reach agreement on the project plan, FIRSTEL's requests for Collocation shall be addressed by USW on an individual case basis.

(D)2 1 9 Out of Space Filings: If USW denies a request for Collocation in a USW Wire Center due to space limitations, USW shall allow FIRSTEL representatives to tour the entire Wire Center premises escorted by USW personnel within ten (10) days of the denial of space. Such tour shall be without charge to FIRSTEL. If, after the tour of the premises, USW and FIRSTEL disagree about whether space limitations at the Wire Center make Collocation impractical, USW and FIRSTEL may present their argument to the Commission for resolution.

(D)2 1 9 1 USW shall submit to the Commission, subject to any protective order as the Commission may deem necessary, detailed floor plans or diagrams of any premises where physical collocation is not practical because of space limitations.

(D)2 1 9 2 If a request for Collocation is denied due to a lack of space in a USW Central Office, FIRSTEL may request USW to provide a cost quote for the reclamation of space and/or equipment. Quotes will be developed within sixty (60) business days including the estimated time frames for the work that is required in order to satisfy the Collocation request. FIRSTEL has thirty (30) business days to accept the quote. If FIRSTEL accepts the quote, work will begin on receipt of 50% of the quoted charges and proof of insurance, with the balance due on completion.

(D)2 1 9 3 Reclamation may include grooming and space reclamation. Grooming is the moving of circuits from working equipment to other equipment with similar functionality for the purpose of providing space for interconnection. Space reclamation is the recovery of administrative space that can be reconditioned for the placement of equipment for the purposes of collocation. USW shall, upon request, remove obsolete unused equipment from its Central Office to

increase the amount of space available for Collocation. Without limiting USW's right to recover costs of space reclamation and grooming from FIRSTEL, USW will remove obsolete unused equipment at no charge to FIRSTEL.

- (D)2.1.10 USW will maintain a publicly available document, posted for viewing on the USW website, indicating all premises that are full, and will update this document within ten calendar days of the date at which a premises runs out of physical space.
- (D)2.1.11 FIRSTEL terminations will be placed on the appropriate USW cross connection frames using standard engineering principles. FIRSTEL terminations will share frame space with USW terminations on USW frames. Such terminations shall not require an intermediate device nor provide direct access to the COSMIC™ or MDF. This provides a clear and logical demarcation point for USW and FIRSTEL.
- (D)2.1.12 All equipment and installation shall meet earthquake rating requirements.
- (D)2.1.13 Transmission Facility Access to Collocation Space. For Virtual or Physical Collocation, FIRSTEL may select from three (3) optional methods for facility access to its collocation space. They include: 1) fiber entrance facilities; 2) purchasing private line services; and 3) unbundled network elements.
- (D)2.1.14 Collocation Fiber Entrance Facilities. USW offers three (3) Fiber Collocation Entrance Facility options – Standard Fiber Entrance Facility, Cross-Connect Fiber Entrance Facility, and Express Fiber Entrance Facilities. These options apply to Caged and Cageless Physical Collocation and Virtual Collocation. Fiber Entrance Facilities provide the connectivity between FIRSTEL's collocated equipment within the USW central office and a Collocation Point of Interconnection (C-POI) outside the central office where FIRSTEL shall terminate its fiber-optic facility.
- (D)2.1.15 FIRSTEL is responsible for providing its own fiber facilities to the C-POI outside USW's Central Office. USW will extend the fiber cable from the C-POI to a Fiber Distribution Panel (FDP). Additional fiber, conduit and associated riser structure will then be provided by USW from the FDP to continue the run to FIRSTEL's leased collocation space (Caged or Cageless Physical Collocation) or FIRSTEL's equipment (Virtual Collocation). The USW provided facility from the C-POI to the leased Collocation space (Physical Collocation) or FIRSTEL's equipment (Virtual Collocation) shall be considered the Collocation Fiber Entrance Facility.
- (D)2.1.15.1 Standard Fiber Entrance Facility – The standard fiber entrance facility provides fiber connectivity between FIRSTEL's fiber facilities delivered to the C-POI and

FIRSTEL's collocation space in increments of 12 fibers. FIRSTEL's fiber cable is spliced into a USW-provided shared fiber entrance cable that consists of six buffer tubes containing 12 fibers each for a 72-fiber cable. The 72-fiber cable shall be terminated on a Fiber Distribution Panel (FDP). A 12 fiber interconnection cable is placed between FIRSTEL's collocation space and the FDP. The FDP provides USW with test access and a connection point between the transport fiber and FIRSTEL's interconnection cable.

(D)2.1.15.2 Cross-connect Fiber Entrance Facility -- The cross-connect fiber entrance facility provides fiber connectivity between FIRSTEL's fiber facilities delivered to a C-POI and multiple locations within the USW wire center. FIRSTEL's fiber cable is spliced into a USW provided shared fiber entrance cable in 12 fiber increments. The USW fiber cable consists of six buffer tubes containing 12 fibers each for a 72-fiber cable. The 72-fiber cable terminates in a fiber distribution panel. This fiber distribution panel provides test access and flexibility for cross connection to a second fiber distribution panel. Fiber interconnection cables in 4 and 12 fiber options connect the second fiber distribution panel and equipment locations in the wire center. This option has the ability to serve multiple locations or pieces of equipment within the office. This option provides maximum flexibility in distributing fibers within the central office and readily supports Virtual and Cageless Physical Collocation and multiple FIRSTEL locations in the office. This option also supports transitions from one form of collocation to another.

(D)2.1.15.3 Express Fiber Entrance Facility -- USW will place a FIRSTEL-provided fiber cable from the C-POI directly to FIRSTEL's collocation space. If the FIRSTEL-provided fiber cable does not meet fire rating requirements, a transition splice will occur in the cable vault to insure that the cable within the USW office meets requirements. The fiber cable placed in the wire center must meet fire rating requirements. This option will not be available if there is less than one full sized conduit (for emergency restoration) and 2 innerducts (one for emergency restoral and one for a shared entrance cable).

(D)2.1.16 USW will designate the location of the C-POI for Virtual, Caged Physical or Cageless Physical Collocation arrangements.

- (D)2.1.17 The Collocation entrance facility is assumed to be fiber optic cable and meets industry standards (GR 20 Core). Metallic sheath cable is not considered a standard Collocation entrance facility. Requests for non-standard entrances will be considered through the BFR process described in Part G of this Agreement. All costs and provisioning intervals for non-standard entrances will be developed on an individual case basis.
- (D)2.1.18 Dual entry into a USW Wire Center will be provided only when two entry points pre-exist and duct space is available. USW will not initiate construction of a second, separate Collocation entrance facility solely for Collocation. If USW requires a Collocation entrance facility for its own use, then the needs of FIRSTEL will also be taken into consideration.
- (D)2.1.19 As an alternative to the Fiber Entrance Facilities described above, FIRSTEL may purchase, where available, USW tariffed or cataloged Private Line services between its Wire Center and its collocation space in a USW Wire Center.
- (D)2.1.20 As an alternative to the Fiber Entrance Facilities described above, FIRSTEL may purchase Extended Unbundled Dedicated Interoffice Transport (E-UDIT) between FIRSTEL's Wire Center and FIRSTEL's collocation space in the USW serving Wire Center.
- (D)2.1.21 USW will review the security requirements and hours of access with FIRSTEL. This will include issuing keys, ID cards, and explaining the access control processes, including but not limited to the requirement that all FIRSTEL approved personnel are subject to trespass violations if outside of designated and approved areas or if found to be providing access to unauthorized individuals.
- (D)2.1.22 USW shall provide access to existing eyewash stations, restrooms, and drinking water within the Wire Center on a twenty-four (24) hours per day, seven (7) days per week basis for FIRSTEL personnel and its designated agents.
- (D)2.1.23 FIRSTEL shall be restricted to corridors, stairways, and elevators that provide direct access to FIRSTEL's space, or to the nearest restroom facility, eyewash station or drinking water from FIRSTEL's designated space, and such direct access will be outlined during FIRSTEL's orientation meeting. Access shall not be permitted to any other portion of the building.
- (D)2.1.24 Nothing herein shall be construed to limit FIRSTEL's ability to obtain any or all types of USW Collocation in a single location, provided space is available.
- (D)2.1.25 For Caged and Cageless Physical Collocation and Virtual Collocation, FIRSTEL must lease space for the placement of FIRSTEL's equipment within USW's Central Office. USW will

provide the structure that is necessary in support of Collocation including physical space, a cage (for Caged Physical Collocation), required cabling between equipment and other associated hardware.

- (D)2.1.26 Cancellation of Collocation Request. FIRSTEL may cancel a collocation request prior to the completion of the request by USW by submitting a written request by certified mail to the USW Account Manager. FIRSTEL shall be responsible for payment of all costs incurred by USW up to the point where cancellation is received.
- (D)2.1.27 Termination of Collocation Arrangement. FIRSTEL may terminate a completed collocation arrangement by submitting a written request via certified mail to the USW Account Manager. USW shall provide FIRSTEL a quotation for the costs of removing FIRSTEL's collocated equipment and cabling, which will be paid by FIRSTEL within thirty (30) days of the removal of the equipment and cabling by USW. Notwithstanding the foregoing, USW will not charge FIRSTEL for the removal of FIRSTEL physically collocated equipment, which FIRSTEL itself removes.
- (D)2.1.28 FIRSTEL may construct its own connection, using copper or optical fiber equipment, between FIRSTEL's equipment and that of another CLEC. Using an approved vendor, FIRSTEL may place its own connecting facilities outside of the actual physical collocation space, subject only to reasonable safety limitations.
- (D)2.1.29 USW will provide FIRSTEL the same connection to the network as USW uses for provision of services to USW end users. The direct connection to USW's network is provided to FIRSTEL through direct use of USW's existing cross connection network. FIRSTEL and USW will share the same distributing frames for similar types and speeds of equipment where technically feasible and space permitting.
- (D)2.1.30 Collocation of Switching Equipment. If FIRSTEL seeks to collocate equipment containing switching functionality within a USW Central Office, it does so with the full understanding that USW is appealing such collocation. If USW is successful in its appeal, FIRSTEL must remove all collocated equipment containing switching functionality within thirty (30) days of receiving notice. This will be performed at FIRSTEL's expense. Furthermore, before any equipment is installed, FIRSTEL must provide a written inventory to USW of all equipment and how it will be used for interconnection and/or access to unbundled network elements.
- (D)2.1.31 For Caged Physical Collocation, FIRSTEL's leased floor space will be separated from other CLECs and USW space through a cage enclosure. USW will construct the cage enclosure or FIRSTEL may choose from USW approved contractors to construct the cage in accordance with the technical publications listed below. All

FIRSTEL equipment placed will meet NEBS safety standards, will be installed in accordance with USW Technical Publications 77350, 77351 and 77386, and will comply with any local, state or federal regulatory requirements in effect at the time of equipment installation or that subsequently become effective. These two USW Technical Publications 77350 and 77386 must be in the possession of FIRSTEL and its agents at the site during all work activities.

- (D)2.1.32 All equipment placed will be subject to random audits conducted by USW. These audits will determine whether the equipment meets the standards required by this Agreement. FIRSTEL will be notified of the results of this audit. If at any time, pursuant to a random audit or otherwise, USW determines that the equipment or the installation does not meet USW technical requirements as set forth in this Part D, FIRSTEL will be responsible for the costs associated with the removal, modification to, or installation of the equipment to bring it into compliance. If FIRSTEL fails to correct any non-compliance within fifteen (15) calendar days of written notice of non-compliance, USW will have the equipment removed or the condition corrected at FIRSTEL's expense as set forth above. FIRSTEL may dispute USW's audit results under the Dispute Resolution provisions of this Agreement. As a courtesy, USW will notify FIRSTEL immediately prior to any audit. Without limiting USW's right to have equipment removed or the condition corrected at FIRSTEL's expense as set forth above, FIRSTEL may dispute USW's audit results under the Dispute Resolution provisions of this Agreement.

(D)2.2 Terms and Conditions - Virtual Collocation

- (D)2.2.1 USW is responsible for installing and maintaining Virtually Collocated equipment for the purpose of Interconnection or to access unbundled loops, ancillary and finished services.
- (D)2.2.2 FIRSTEL will not have physical access to the Virtual Collocated equipment in the USW Wire Center. However, FIRSTEL will have physical access to the demarcation point in the USW Wire Center.
- (D)2.2.3 FIRSTEL will be responsible for obtaining and providing to USW administrative codes, (e.g. common language codes) for all equipment provided by FIRSTEL and installed in Wire Center buildings.
- (D)2.2.4 FIRSTEL shall ensure that upon receipt of FIRSTEL's Virtual Collocated equipment by USW, all warranties and access to ongoing technical support are passed through to USW, at FIRSTEL's expense. FIRSTEL shall advise the manufacturer and seller of the virtually collocated equipment that FIRSTEL's equipment will be possessed, installed and maintained by USW.
- (D)2.2.5 FIRSTEL's virtually collocated equipment must comply with the Bellcore Network Equipment Building System (NEBS) Generic

Equipment Requirements TR-NWT-000063. USW Wire Center environmental and transmission standards and any statutory (local, state or federal) and/or regulatory requirements in effect at the time of equipment installation or that subsequently become effective. FIRSTEL shall provide USW interface specifications (e.g., electrical, functional, physical and software) of FIRSTEL's virtual collocated equipment.

- (D)2 2 6 FIRSTEL must specify all software options and associated plug-ins for its virtually collocated equipment.
- (D)2 2 7 FIRSTEL will be responsible for payment of USW Direct Training Charges associated with training USW employees for the maintenance, operation and installation of FIRSTEL's Virtual Collocated equipment when such equipment is different than the standard equipment used by USW in that Central Office. This includes per diem charges (i.e., expenses based upon effective USW labor agreements), travel and lodging incurred by USW employees attending a vendor-provided training course.
- (D)2 2 8 FIRSTEL will be responsible for payment of charges incurred in the maintenance and/or repair of FIRSTEL's virtual collocated equipment.
- (D)2 3 Terms and Conditions - Caged Physical Collocation
 - (D)2 3 1 USW shall provide Caged Physical Collocation to FIRSTEL for access to UNE's and/or terminating EAS/Local traffic, except that USW may offer an alternative form of collocation if USW demonstrates to the Commission that Caged Physical Collocation is not practical for technical reasons, such as, space limitations as provided in Section 251(c)(6) of the Act.
 - (D)2 3 2 Physical Collocation is offered in Wire Centers on a space-available, first come, first served basis.
 - (D)2 3 3 The maximum standard leasable amount of floor space for Caged Physical Collocation is 400 square feet. Requests greater than 400 square feet will be considered by USW on an individual case basis. FIRSTEL must efficiently use the leased space; no more than 50% of the floor space may be used for storage cabinets and work surfaces.
 - (D)2 3 4 USW will design the floor space within each Wire Center that will constitute FIRSTEL's leased space. FIRSTEL will, in accordance with the other terms and conditions of this section, have access to its leased space.
 - (D)2 3 5 When USW constructs the Collocated space, USW will ensure that the necessary construction work (e.g., racking, ducting and caging for Caged Physical Collocation) is performed, pursuant to USW's

Technical Publication 77350, 77351 and 77386 including all construction of FIRSTEL's leased physical space and the riser from the vault to the leased physical space.

- (D)2 3 6 FIRSTEL owns and is responsible for the installation, maintenance and repair of its equipment located within the physically collocated space leased from USW
- (D)2 3 7 FIRSTEL must use leased space within sixty (60) days of acceptance and may not warehouse space for later use
- (D)2 3 8 Upon completion of the construction of the Collocation project, USW will work cooperatively with FIRSTEL in matters of joint testing and maintenance
- (D)2 3 9 If, during installation, USW determines FIRSTEL activities or equipment do not comply with the NEBS standards listed in this Section or are otherwise unsafe, non-standard or in violation of any applicable laws or regulations, USW has the right to stop all Collocation work until the situation is remedied. If such conditions pose an immediate threat to the safety of USW employees, interfere with the performance of USW's service obligations, or pose an immediate threat to the physical integrity of the conduit system, cable facilities or other equipment in the Central Office, USW may perform such work and/or take action as is necessary to correct the condition at FIRSTEL's expense
- (D)2 3 10 USW shall provide basic telephone service with a connection jack at the request of FIRSTEL for Caged or Cageless Physical Collocated space. Upon FIRSTEL's request, this service shall be available per standard USW business service provisioning processes and rates
- (D)2 3 11 All equipment placed will be subject to random audits conducted by USW. These audits will determine whether the equipment meets the standards required by this Agreement. FIRSTEL will be notified of the results of this audit. If, at any time, pursuant to a random audit or otherwise, USW determines that the equipment or the installation does not meet USW technical requirements as set forth in this Part D, FIRSTEL will be responsible for the costs associated with the removal, modification to, or installation of the equipment to bring it into compliance. If FIRSTEL fails to correct any non-compliance within fifteen (15) calendar days of written notice of non-compliance, USW will have the equipment removed or the condition corrected at FIRSTEL's expense. As a courtesy, USW will notify FIRSTEL immediately prior to any audit. Without limiting USW's right to have equipment removed or the condition corrected at FIRSTEL's expense as set forth above, FIRSTEL may dispute USW's audit results under the Dispute Resolution provisions of this Agreement.

(D)2.4 Terms and Conditions - Cageless Physical Collocation

(D)2.4.1 FIRSTEL owns and is responsible for the installation, maintenance and repair of its telecommunications bays and equipment located within the space leased from USW. FIRSTEL may access its own Collocated equipment.

(D)2.4.2 For Cageless Physical Collocation, the minimum square footage is 9 square feet per bay. Requests for multiple bay space will be provided in adjacent bays where possible. When contiguous space is not available, bays may be commingled with other CLECs' equipment bays. FIRSTEL may request, through the USW Space Reclamation Policy, a price quote to rearrange USW equipment to provide FIRSTEL with adjacent space. Bay dimensions for the 9 sq feet mentioned above are for a 25" wide bay (upright edge to upright edge), 12" 15" deep with front and back aisles. Any dimensions larger than these may entail ICB intervals and costs, since such dimensions would not fit in the standard transmission aisle lineup. If spacers are desired, FIRSTEL must note those needs on the collocation form. Such spacers added space requirements may not be available and may require added costs to provision.

(D)2.5 Terms and Conditions - ICDF Collocation

(D)2.5.1 InterConnection Distribution Frame (ICDF) Collocation is available for CLECs who have not obtained Caged or Cageless Physical Collocation, but who require access to the USW Wire Center for combining unbundled network elements and ancillary services. ICDF Collocation provides CLECs with access to the InterConnection Distribution Frame where USW will terminate the unbundled network elements and ancillary services ordered by FIRSTEL. FIRSTEL is responsible for combining one UNE to another UNE or ancillary service by running a jumper on the ICDF. FIRSTEL access to the ICDF will be on the same terms and conditions described for other types of Collocation in this Section.

(D)2.5.2 All USW terminations on the InterConnection Distribution Frame will be given a frame address. USW will establish and maintain frame address records for USW terminations. USW will maintain assignment records for each unbundled network element and ancillary service ordered by FIRSTEL that is terminated on the InterConnection Distribution Frame. USW will provide FIRSTEL with the frame assignments for each unbundled network element and ancillary service terminated on the ICDF.

(D)2.5.3 FIRSTEL will be required to place the jumper connection between frame addresses to connect unbundled loops, ancillary and finished services. FIRSTEL will be required to maintain the records for FIRSTEL-provided jumpers.

- (D)2.5.4 To the extent that FIRSTEL's requested use of the InterConnection Distribution Frame results in USW incurring building or frame additions other than the ICDF, construction charges will apply.

(D)3 Rate Elements

(D)3.1 Rate Elements - All Collocation

- (D)3.1.1 USW will recover Collocation costs through both recurring and nonrecurring charges. The charges are determined by the scope of work to be performed based on the information provided by FIRSTEL on the Collocation Order Form. If feasibility determines space is available, a quote is then developed by USW for the work to be performed.
- (D)3.1.2 Quote Preparation Fee: A non-refundable charge for the work required to verify space and develop a price quote for the total costs to FIRSTEL for its Collocation request. The QPF is not credited against the total nonrecurring charges of the job and recovers the engineering and processing costs of the order.
- (D)3.1.3 Collocation Entrance Facility Charge: Depending on the number of Entrance Facilities requested (single or dual) the Entrance Facility charge is applied per fiber pair. At each entrance FIRSTEL will deliver a minimum 12 strand fiber cable to the USW POI. The facilities from the POI to the collocated equipment are owned, provided, engineered, installed and maintained by USW. The Collocation Entrance Facility includes riser, racking, fiber placement, splicing, entrance closure, conduit/innerduct, and core drilling.
- (D)3.1.4 Cable Splicing Charge: Represents the labor and equipment to perform a subsequent splice to FIRSTEL provided fiber optic cable after the initial installation splice. Includes per-setup and per-fiber-spliced rate elements.
- (D)3.1.5 -48 Volt DC Power Charge: Provides -48 volt DC power to FIRSTEL collocated equipment. Charged on a per ampere basis.
- (D)3.1.6 -48 Volt DC Power Cable Charge: Provides for the transmission of -48 volt DC power to the collocated equipment. It includes engineering, furnishing and installing the main distribution bay power breaker, associated power cable, cable rack and local power bay to the closest power distribution bay. It also includes the power cable (A and B feeds) from the local power distribution bay to the leased physical space (for Cageless or Caged Physical Collocation) or to the collocated equipment (for Virtual Collocation). Charged per A and B feeder, per foot.
- (D)3.1.7 AC Power Feed: Recovers the cost of providing for the engineering and installation of wire conduit and support, breakers and miscellaneous electrical equipment necessary to provide the AC power, with generator backup, to FIRSTEL's space. The AC Power

feed is optional. The AC Power Feed is available with single or triple phase options. The AC Power Feed is rated on a per foot and per ampere basis.

- (D)3.1.8 Inspector Labor Charge. Provides for USW qualified personnel, acting as an inspector, when FIRSTEL requires access to the POI after the initial installation. A call-out of an inspector after business hours is subject to a minimum charge of three (3) hours. The minimum call out charge shall apply when no other employee is present in the location, and an off-shift USW employee (or contract employee) is required to go on shift on behalf of FIRSTEL.
- (D)3.1.9 Channel Regeneration Charge. Required when the distance from the leased physical space (for Caged Physical Collocation or Cageless Physical Collocation) or from the collocated equipment (for Virtual Collocation) to the USW network is of sufficient length to require regeneration. The cost associated with regeneration will be borne by FIRSTEL.
- (D)3.1.10 Cross-Connect Terminations. The Cross-Connect Terminations establish the termination on the appropriate cross-connect device.
- (D)3.1.10.1 If USW provides the equipment cable for FIRSTEL terminations of that cable, including hardware and installation, will be provided in the following increments:

DS0 - In blocks of 100 terminations
DS1 - In increments of 28 terminations
DS-3 - In increments of 1 coax pair
OCn Level Terminations - In increments of 1 fiber pair

These elements include USW provided equipment cables, terminating blocks, installation labor and associated racking required between FIRSTEL collocated equipment and the appropriate cross-connect device.

- (D)3.1.10.2 If FIRSTEL elects to provide the equipment cable, rates are applied on a per termination basis for DS0, DS1, and DS3s as shown below.

DS0 Per Termination
DS1 Per Termination
DS3 Per Termination
OCn Level Per Termination

These elements include USW provided termination blocks, installation labor and associated racking.

between FIRSTEL collocated equipment and the appropriate cross-connect device.

- (D)3.1.11 Collocation Cable Racking - A charge for cable racking required for placement of FIRSTEL's supplied equipment cables from its equipment to the appropriate cross-connect device which is provided in conjunction with the DS0, DS1, DS3 and OCn terminations. Cable Racking is assessed on a per foot charge based on number of cable pairs terminated at the various cross-connect devices.
- (D)3.1.12 Collocation Grounding Charge - A charge associated with providing grounding for FIRSTEL's cage enclosure and equipment. Recurring and nonrecurring charges are assessed per foot to FIRSTEL's cage enclosure or common space where required.
- (D)3.1.13 Security Charge - The keys/card readers and video cameras as may be required for FIRSTEL access to the USW Central Office for the purpose of Collocation. Flat rate charges are assessed per employee per each USW Central Office to which access is required. If escort is required additional charges will apply.
- (D)3.1.14 CO Synchronization - CO Synchronization provides Composite Clock and/or DS1 Synchronization signals traceable to a Stratum 1 source. FIRSTEL must determine synchronization requirements and notify USW of these requirements when ordering the clock signals. The Composite Clock signal is a 64 kHz nominal 5/8 duty cycle, bipolar return-to-zero signal with a bipolar all-ones, 1544 Mbit/s (DS1) signal using the superframe format and Alternate Mark Inversion line code. CO Synchronization is required for collocation services involving digital connections. Synchronization may be required for analog services depending on the IDE involved. CO Synchronization is available where USW Wire Centers are equipped with Building Integrated Timing Supply (BITS). CO Synchronization is an option ordered by FIRSTEL on the Collocation Order Form. The recurring rate is billed per equipment bay as set forth in Attachment 1 of this Agreement.

(D)3.2 Rate Elements - Virtual Collocation

The following rate elements, as specified in Attachment 1 of this Agreement, apply uniquely to Virtual Collocation:

- (D)3.2.1 Maintenance Labor - Provides for the labor necessary for repair of out of service and/or service-affecting conditions and preventative maintenance of FIRSTEL virtually collocated equipment. FIRSTEL is responsible for ordering and delivering maintenance spares. USW will perform maintenance and/or repair work upon receipt of the replacement maintenance spare and/or equipment from

FIRSTEL A call-out of a maintenance technician after business hours is subject to a minimum charge of three (3) hours.

- (D)3 2 2 Training Labor -- Provides for the billing of vendor-provided training for USW personnel on a metropolitan service area basis, necessary for FIRSTEL virtually collocated equipment which is different from USW provided equipment. USW will require three USW employees to be trained per metropolitan service area in which FIRSTEL virtually collocated equipment is located. If by an act of USW trained employees are relocated, retired or are no longer available, USW will not require FIRSTEL to provide training for additional USW employees for the same virtually collocated equipment in the same metropolitan area.
- (D)3 2 3 Equipment Bay -- Provides mounting space for FIRSTEL virtually collocated equipment. Each bay includes the 7 foot bay, its installation, and all necessary environmental supports. Mounting space on the bay, including space for the fuse panel and air gaps necessary for heat dissipation is limited to 78 inches. The monthly rate is applied per shelf.
- (D)3 2 4 Engineering Labor -- Provides the planning and engineering of FIRSTEL virtually collocated equipment at the time of installation, change or removal.
- (D)3 2 5 Installation Labor -- Provides for the installation, change or removal of FIRSTEL virtually collocated equipment.
- (D)3 3 Rate Elements - Caged Physical Collocation
 - (D)3 3 1 Space Construction and Site Preparation. Includes the material and labor to construct and prepare the space. It also includes air conditioning (to support FIRSTEL loads specified), lighting (not to exceed 2 watts per square foot), and convenience outlets (3 per cage or Cageless Collocation or number required by building code) and the cost associated with space engineering. For the Caged Collocation, it includes a nine foot high cage enclosure. FIRSTEL may choose from USW approved contractors to construct the space, including the cage in the case of Caged Collocation, in accordance with USW's installation Technical Publications 77351, 77386, and 77350. Pricing for the Space Construction and Site Preparation is described in Attachment 1.
 - (D)3 3 2 Floor Space Lease. Provides the monthly lease for the leased physical space, property taxes and base operating cost, not including the costs associated with 48 volt DC power. Includes convenience 110 AC, 15 amp electrical outlets provided in accordance with local codes. These outlets may not be used to power equipment or 48 volt DC power generating equipment. Also includes maintenance for the leased space, provides for the preventative maintenance (climate controls, filters, fire and life

systems and alarms mechanical systems, standard HVAC) biweekly housekeeping services (sweeping, spot cleaning, trash removal) of USW Wire Center areas surrounding the leased physical space and general repair and maintenance. The Floor Space Lease includes required aisle space on each side of the cage enclosure, as applicable.

(D)3.3.3 Back-Up AC Power Charge - Standard AC outlet used by FIRSTEL for the purpose of powering test equipment, tools etc.

(D)3.3.4 Grounding Charge - Used to connect the Central Office common ground to FIRSTEL's equipment.

(D)3.4 Rate Elements - Cageless Physical Collocation

The supporting structure and rate elements for Cageless Physical Collocation are the same as Caged Physical Collocation, excluding the nonrecurring cage enclosure and grounding charge. The minimum square footage is 9 square feet per bay. If a new line-up is established, an AC power outlet will be provided to every other bay in the lineup. Cageless bays placed in an existing lineup will utilize the existing outlets.

(D)3.5 Rate Elements - ICDF Collocation

(D)3.5.1 The charges for ICDF single terminations shall apply as described above and contained in Attachment 1.

(D)3.5.2 Security Charge - The keys/card readers and cameras as may be required for FIRSTEL access to the USW Central Office for the purpose of accessing the InterConnection Distribution Frame. Charges are assessed per FIRSTEL employee, per each USW Central Office to which access is required.

(D)3.6 Rates Elements - Shared Space Cage Physical Collocation

All rates for Caged Physical Collocation shall apply and shall be distributed among the FIRSTEL's sharing the caged space.

(D)4 Ordering

(D)4.1 Ordering - All Collocation

(D)4.1.1 FIRSTEL must have a state approved Interconnection agreement with USW in the state covered by this Agreement or must have an Interim Collocation Agreement before submitting a Collocation Order Form and Quote Preparation Fee (QPF) to USW. If the Parties have completed negotiations and the Agreement is pending Commission approval, USW will accept a Collocation order form under a "Parallel Process" arrangement. An Interconnection Agreement will be required for FIRSTEL to place Service Orders.

requesting interconnection access to UNEs and transport services to the Collocation

(D)4.1.2 Any changes, modifications or additional engineering requested by FIRSTEL subsequent to its initial order as to the type and quantity of equipment or other aspects of the original Collocation request must be submitted with a subsequent QPF and Collocation Change Form. Such requests will cause the original Collocation job to vary from the committed ready for service date.

(D)4.1.3 Notwithstanding any other provision in this section (D)4. with respect to virtual collocation, caged and cageless physical collocation, ICDF collocation, and shared space caged physical collocation, USW agrees to process collocation orders and install collocated equipment, if applicable, for FIRSTEL pursuant to the standard interval as stated herein in a non-discriminatory manner.

(D)4.2 Ordering - Virtual Collocation

(D)4.2.1 Upon receipt of a Collocation Order Form and QPF, USW will perform a feasibility study to determine if adequate space can be found for the placement of FIRSTEL's equipment within the Central Office. The feasibility study will be completed within ten (10) calendar days of receipt of the QPF. If space is available, USW will develop a price quotation within twenty-five (25) calendar days of completion of the feasibility study. Subsequent requests to augment an existing Collocation also require receipt of a Change Order Form and QPF. Adding plug-ins, e.g., DS1 or DS3 cards to existing Virtually Collocated equipment will be processed with a shorter interval.

(D)4.2.2 Virtual Collocation price quotes will be honored for thirty (30) calendar days from the date the quote is provided to FIRSTEL. During this period the Collocation entrance facility and space is reserved pending FIRSTEL's approval of the quoted charges. If FIRSTEL agrees to terms as stated in the Collocation Price Quote, FIRSTEL must respond within thirty (30) calendar days with a signed quote, a down payment check for 50% of the quoted charges and proof of insurance. Under normal conditions, USW will complete the installation within ninety (90) calendar days from receipt of FIRSTEL's equipment provided that space and power is available. Any portions that cannot be completed within ninety (90) calendar days will be negotiated with FIRSTEL on an individual case basis. The installation of line cards and other minor modifications shall be performed by USW on shorter intervals and in no instance shall any such interval exceed thirty (30) calendar days. Final Payment is due upon completion and acceptance by FIRSTEL. FIRSTEL will not be provided access except to determine acceptance as described herein or otherwise use the space until such time as full payment is received. Recurring monthly

charges for the Collocation commences upon completion of the Collocation.

(D)4.3 Ordering Caged and Cageless Physical Collocation

- (D)4.3.1 Upon receipt of a Collocation Order Form and QPF, USW will perform a feasibility study to determine if adequate space can be found for the placement of FIRSTEL's equipment within the Central Office. The feasibility study will be provided within ten (10) calendar days from date of receipt of the QPF. If Collocation entrance facilities and office space are found to be available, USW will develop a quote for the supporting structure within twenty-five (25) calendar days of providing the feasibility study. Physical Collocation price quotes will be honored for thirty (30) calendar days from the date the quote is provided. Upon receipt of the signed quote, 50% down and proof of insurance, space will be reserved and construction by USW will begin. When space and power requirements are available, the leased space (including the cage for Caged Physical Collocation) will be available to FIRSTEL for placement of its equipment within ninety (90) calendar days of receipt of the 50% down payment. Depending on specific Wire Center conditions, shorter intervals may be available. Final payment is due upon completion of work and acceptance by FIRSTEL. Recurring monthly charges for the Collocation commence upon the completion of the Collocation and acceptance by FIRSTEL. FIRSTEL will not be provided access except to determine acceptance as described herein or otherwise use the space until such time as full payment is received.
- (D)4.3.2 Due to variables in equipment availability and scope of the work to be performed, additional time may be required for implementation of the structure required to support the Collocation request. Examples of structure that may not be completed within ninety (90) calendar days may include additional time for placement of a C-POI and DC power upgrades required to meet FIRSTEL's Collocation request.
- (D)4.3.3 The intervals in Section (D)4.3.1 above apply to a maximum of five (5) collocation orders per FIRSTEL per week. If six (6) or more collocation orders are required by FIRSTEL in a one-week period, intervals shall be individually negotiated.

(D)4.4 Ordering - ICDF Collocation

- (D)4.4.1 FIRSTEL shall submit an ICDF Collocation Order Form to USW. The ICDF Collocation Order Form shall include a FIRSTEL-provided eighteen (18) month forecast of demand, by DS0, DS1 and DS3 capacities, that will be terminated on the InterConnection Distribution Frame by USW on behalf of FIRSTEL. Such forecasts shall be used by USW to determine the sizing of required tie cables and the terminations on each InterConnection Distribution Frame as well as the various other frames within the USW Central Office.

included in this forecast will be the termination type (DS0, DS1, DS3), and the quantity of each termination required. Appropriate cross-connect device terminations must be ordered in multiples of the following quantities:

- 100 DS0 terminations
- 28 DS1 terminations
- 1 DS3 termination
- 1 OCn termination

(D)4.4.2 Upon receipt of a ICDF Collocation Order Form, USW will verify if ICDF Collocation capacity is available within a requested Central Office. Verification of ICDF capacity will be completed within seven (7) calendar days. In those Central Offices where ICDFs have not been previously placed, USW will make ICDFs available within ninety (90) calendar days of verification.

(D)4.4.3 When ordering UNEs to be combined, each UNE is ordered separately, using the existing ordering forms and intervals for the specific UNE. Interval guidelines are addressed in the product specific section of the Interconnect & Resale Resource Guide. The ordering forms are identified in the Interconnect & Resale Resource Guide.

(D)4.5 Ordering - Shared Space Caged Physical Collocation

All ordering provisions for Caged Physical Collocation shall also apply to Shared Space Caged Physical Collocation. When desiring space in another CLEC's Caged Physical Collocation, FIRSTEL must only obtain a Letter of Authorization ("LOA") from the original CLEC. Such LOA must accompany FIRSTEL's Collocation Order Form and will include authorization to access the CLEC space and to install circuits consistent with the LOA and terms and conditions of this Interconnection Agreement.

(D)5 Billing

(D)5.1 Billing - All Collocation

(D)5.1.1 Upon completion of the Collocation construction activities and payment of the remaining nonrecurring balance, USW will provide FIRSTEL a completion package that will initiate the recurring Collocation charges. Once this completion package has been signed by FIRSTEL and USW, FIRSTEL may begin submitting service order requests for USW transport services and/or UNEs. USW will begin billing the monthly recurring charges stated in the quote and completion package.

(D)5.1.2 The final 50% payment is due upon completion of all associated construction activities by USW and a final walk through is performed with FIRSTEL. When a completion package is signed by FIRSTEL,

then USW will begin billing for all monthly Collocation charges. When FIRSTEL is ready to complete its activities, final test and turn-up will be performed under the maintenance and repair process contained herein.

(D)5.2 Billing - Virtual Collocation

Virtual Collocation will be considered complete when the POI has been constructed, the shared fiber Collocation entrance facility has been provisioned, and the collocated equipment has been installed. Cooperative testing between FIRSTEL and USW may be negotiated and performed to ensure continuity and acceptable transmission parameters in the facility and equipment. Any additional joint testing can be provided under the currently available labor rates listed in Attachment 1 of this Agreement.

(D)5.3 Billing - Caged and Cageless Physical Collocation

Upon completion of USW construction activities and FIRSTEL payment of the remainder of the nonrecurring charges, USW will allow FIRSTEL access to the Collocation space. USW will activate monthly billing for the leased space and turn over access to the space with all security and access privileges. FIRSTEL will sign off on the completion of the physical space via the Caged or Cageless Physical Collocation completion package. FIRSTEL may then proceed with the installation of its equipment in the Collocation space. Once FIRSTEL's equipment has been installed and cable is provided for the FIRSTEL's equipment terminations, USW will complete all remaining work activities.

(D)6 Maintenance and Repair

(D)6.1 Virtual Collocation

(D)6.1.1 Maintenance Labor, Inspector Labor, Engineering Labor and Equipment Labor business hours are considered to be Monday through Friday, 8:00am to 5:00pm (local time) and after business hours are after 5:00pm and before 8:00am (local time), Monday through Friday, all day Saturday, Sunday and holidays.

(D)6.1.2 Installation and maintenance of FIRSTEL's virtually collocated equipment will be performed by USW or a USW authorized vendor.

(D)6.1.3 Upon failure of FIRSTEL's virtually collocated equipment, FIRSTEL is responsible for transportation and delivery of maintenance spares to USW at the Wire Center housing the failed equipment. FIRSTEL is responsible for purchasing and maintaining a supply of spares.

(D)6.2 Caged Physical Collocation

FIRSTEL is solely responsible for the maintenance and repair of its equipment located within FIRSTEL's caged space. If two or more CLECs agree to a Shared Space Caged Physical Collocation arrangement, such collocators are solely responsible for any and all maintenance, security and repair.

arrangements necessitated by such sharing. USW assumes no liability for any damages of any kind relating to Shared Space Caged Physical Collocation or related personnel disputes among the parties to those arrangements.

(D)5.3 Cageless Physical Collocation

FIRSTEL is solely responsible for the maintenance and repair of its equipment located within FIRSTEL's cageless physical space.

(D)5.4 ICDF Collocation

FIRSTEL is responsible for block and jumper maintenance at the appropriate cross-connect device and using correct procedures to dress and terminate jumpers on the appropriate cross-connect device including using fanning strips, retaining rings, and having jumper wire on hand, as needed. Additionally, FIRSTEL is required to provide its own tools for such operations.

PART D - ATTACHMENT 1

SOUTH DAKOTA COLLOCATION RATES

Rate Element	Rates	
	Recurring Charge	Nonrecurring Charge
- All Collocation	N/A	\$ 1000.00
- Quote Prep. Fee	\$ 107.83*	\$ 1000.00
- Collocation Entrance Facility- 2 Fibers		
* Pursuant to Order TC 96-184 the recurring rate is applicable for the first two years of the agreement. After that period, the recurring rate will be \$2.83.		
- Express Fiber Entrance Facility	\$10.25	\$21,043.57
- Cross Connect Entrance Facility	\$2.57	\$2982.33
- Cable Splicing		
- Per set-up	N/A	\$ 474.70
- Per fiber splicing	N/A	\$ 37.95
- Power (all)		
- 48 volt DC Power, per ampere per month	\$ 15.24	N/A
- 48 Volt DC Power Cable, per ampere, per foot, per A and B feeder		
- 20 Ampere Capacity	\$ 0.11	\$ 70.21
- 40 Ampere Capacity	\$ 0.15	\$ 95.20
- 60 Ampere Capacity	\$ 0.17	\$ 107.22
- 100 Ampere Capacity	\$ 0.25	\$ 140.92
- 200 Ampere Capacity	\$ 0.40	\$ 220.74
- 300 Ampere Capacity	\$ 0.55	\$ 304.86
- 400 Ampere Capacity	\$ 0.71	\$ 394.26
- Inspector, per 1/2 hour	N/A	\$ 27.70
- During business hours	N/A	\$ 35.99
- After business hours		
- Cross Connect Termination		
- Per Termination		
- DS0	\$ 0.0098	\$ 5.49
- DS1	\$ 0.0220	\$ 12.99
- DS3	\$ 0.3330	\$ 196.87
- Fiber Terminations per 12 strands**	\$25.89	\$1641.01
- Block Terminations		
- DS0	\$ 1.28	\$ 723.63
- DS1	\$ 0.9380	\$ 554.54
- DS3	\$ 0.5334	\$ 315.28
- Fiber Terminations per 12 strands	**included in costs above	**included in costs above
- Connector for Collocation end of fiber	N/A	\$465.87
- Security*		
- Per Employee, Per C/D	\$ 7.09	N/A
* If escort is required additional charges will apply on an ICB		
- Cable Racking, per foot, per termination		
- Per DS0 7-Wire	N/A	\$ 0.0142
- Per DS0 4-Wire	N/A	\$ 0.0284
- Per DS1	N/A	\$ 0.0284
- Per DS3	N/A	\$ 0.6240
- Fiber Terminations initial 12 strands	\$25.62	\$3418.69

Rate Element	Rates	
	Recurring Charge	Nonrecurring Charge
- Channel Regeneration	\$ 12.21	\$ 311.69
- DS1 EICT Regeneration	\$ 75.61	\$ 313.28
- DS3 EICT Regeneration		
- Grounding (With the exception of Virtual Collocation)	\$ 0.1359	\$ 6.31
- 2 AWG	\$ 0.2006	\$ 9.32
- 10 AWG	\$ 0.2385	\$ 11.08
- 40 AWG	\$ 0.3673	\$ 17.07
- 350 kcmil	\$ 0.4283	\$ 19.90
- 500 kcmil	\$ 0.5314	\$ 24.70
- 750 kcmil	\$ 8.90	N/A
- CO (Central Office) Synchronization per equipment bay		
- Virtual Collocation		
- Maintenance Labor per 1/2 hour	N/A	\$ 24.54
- During business hours	N/A	\$ 32.64
- After business hours	N/A	\$ 24.54
- Training Labor per 1/2 hour		
- Engineering per 1/2 hour	N/A	\$ 23.93
- During business hours	N/A	\$ 32.01
- After business hours		
- Installation per 1/2 hour	N/A	\$ 27.70
- During business hours	N/A	\$ 35.99
- After business hours	\$ 3.88	N/A
- Equip. Bay per shelf		
- Physical Collocation	N/A	ICB
- Space Construction and Site Preparation	ICB	ICB
- Cage/Hard Wall Enclosure		
- Floor Space Lease		
- Rent (w/ Maintenance) - per sq. ft. - Zone 1	\$ 2.75	N/A
- Rent (w/ Maintenance) - per sq. ft. - Zone 2	\$ 2.26	N/A
- Rent (w/ Maintenance) - per sq. ft. - Zone 3	\$ 2.06	N/A
- Back-up AC Power per foot per AMP		
- 20 Amp, Single Phase	\$ 0.02	\$ 10.34
- 20 Amp, Three Phase	\$ 0.02	\$ 11.72
- 25 Amp, Single Phase	\$ 0.02	\$ 10.80
- 30 Amp, Single Phase	\$ 0.02	\$ 13.09
- 30 Amp, Three Phase	\$ 0.02	\$ 11.87
- 40 Amp, Single Phase	\$ 0.03	\$ 14.61
- 40 Amp, Three Phase	\$ 0.02	\$ 13.24
- 50 Amp, Single Phase	\$ 0.03	\$ 16.64
- 50 Amp, Three Phase	\$ 0.03	\$ 14.36
- 60 Amp, Single Phase	\$ 0.03	\$ 18.46
- 60 Amp, Three Phase	\$ 0.03	\$ 16.68
- 100 Amp, Single Phase	\$ 0.04	\$ 23.45
- 100 Amp, Three Phase		ICB
- Cageless Physical Collocation		

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of March 23, 2000 through March 29, 2000

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 filing.
Phone: 605-773-3705 Fax: 605-773-3809

CONSUMER COMPLAINTS

CT00-051 In the Matter of the Complaint filed by Bonnie Struss, Watertown, South Dakota, against HOLD Billing Services and Business Options, Inc. Regarding Unauthorized Switching of Services.

The complainant indicates that her service was switched to another carrier without her knowledge or permission in January 2000. She is requesting compensation because she is tired of being switched without permission.

Staff Analyst: Charlene Lund
Staff Attorney: Camron Hoseck
Date Docketed: 03/23/00
Intervention Deadline: NA

CT00-052 In the Matter of the Complaint filed by Phil Edwards, Spearfish, South Dakota, against U S WEST Communications, Inc. and AT&T Communications of the Midwest, Inc. Regarding Billing Issues.

The Complainant alleges that from May 1999 to January 2000, he was incorrectly billed by AT&T because U S West improperly routed his long distance calls. The Complainant's carrier of choice is Clear Choice. He is seeking restitution of charges in excess of Clear Choice's 5 cent/min. since May 1999.

Staff Analyst: Leni Healy
Staff Attorney: Camron Hoseck
Date Docketed: 03/23/00
Intervention Deadline: NA

CT00-053 In the Matter of the Complaint filed by James and Darleen Frye, Vermillion, South Dakota, against OLS, Inc. Regarding Switching Telecommunications Services Through Deceptive Tactics.

The Complainants claim as a result of a deceptive telemarketing call, their long distance service was switched to OLS. They are seeking a full credit of the telecommunications charges plus expenses relating to the resolution of the complaint.

Staff Analyst: Leni Healy
Staff Attorney: Karen Cremer

Date Docketed: 03/23/00
Intervention Deadline: NA

CT00-054 In the Matter of the Complaint filed by Susan R. Sorbel, Rapid City, South Dakota, against Business Options, Inc. Regarding Unauthorized Switching of Services.

The complainant alleges that her services were switched without authorization. Ms. Sorbel believes that Business Options, Inc. is in direct violation of SDCL #49-31-92 and should be fined according to SDCL #49-31-93 for intentional theft of long distance service.

Staff Analyst: Charlene Lund
Staff Attorney: Camron Hoseck
Date Docketed: 03/24/00
Intervention Date: N/A

CT00-055 In the Matter of the Complaint filed by Black Hills FiberCom, L.L.C., Rapid City, South Dakota, against U S WEST Communications, Inc. Regarding Competitive Pricing and Promotion Practices.

On March 14, 2000, Black Hills FiberCom, L.L.C. (FiberCom) filed a complaint with this Commission. The complaint was forwarded to U S WEST Communications, Inc. (U S WEST) on March 15, 2000, to attempt to resolve the complaint informally. The informal attempt to resolve the complaint was not successful within the requested time frame. The complaint was formally docketed on March 29, 2000. FiberCom is of the information and belief that as early as the fall of 1999, U S WEST conducted, and continues to conduct, an unlawful pricing and promotion campaign within the local exchange area serviced concurrently by U S WEST and FiberCom.

Staff Analyst: Harlan Best
Staff Attorney: Camron Hoseck
Date Docketed: 03/29/00
Intervention Deadline: NA

CT00-056 In the Matter of the Complaint filed by Jeanette Braunstein, Aberdeen, South Dakota, against OLS, Inc. Regarding Switching Telecommunications Services Through Deceptive Practices.

On March 29, 2000, the Complainant filed a formal complaint against OLS indicating the company promised to send information for the Complainant's review before switching service. The Complainant's telecommunications service was switched even though no printed information was received and the assessed rates were higher than discussed during the telemarketing call. The Complainant is seeking reimbursement and compensation for her time.

Staff Analyst: Leni Healy
Staff Attorney: Karen Cremer
Date Docketed: 03/29/00
Intervention Date: NA

charges plus expenses relating to the resolution of the complaint.

Staff Analyst: Leni Healy
Staff Attorney: Karen Cremer

1

Staff Attorney: Karen Cremer
Date Docketed: 03/29/00
Intervention Date: NA

2

NATURAL GAS

- NG00-002** In the Matter of the Application of Murray Construction L.L.C., Sioux Falls, South Dakota, for a Master Metering Variance Request for Various Apartment Buildings in Sioux Falls, South Dakota.

Murray Construction L.L.C. has requested a variance for master metering of gas service on a number of their rental properties in Sioux Falls. The request was based upon ARSD 20.10.26.04 and Murray is requesting a hearing on this matter.

Staff Analyst: Heather Forney
Staff Attorney: Karen Cremer
Date Docketed: 03/24/00
Intervention Date: 04/14/00

- NG00-003** In the Matter of the Filing by MidAmerican Energy Company for Approval of Tariff Revisions.

Application by MidAmerican Energy to revise its South Dakota natural gas tariffs in order to increase flexibility and meet competition. MidAmerican Energy is proposing to increase flexibility by allowing all of its sales and transportation volumetric rates and service charges to flex downward in order to meet competition. Currently medium and small volume sales service and most service charges are not flexible.

Staff Analyst: Dave Jacobson
Staff Attorney: Karen Cremer
Date Filed: 03/27/00
Intervention Deadline: 04/14/00

TELECOMMUNICATIONS

- TC98-203** In the Matter of Filing by U S WEST Communications, Inc., for Approval of Negotiated/Arbitrated Terms of Agreement for Interconnection, Resale, and Unbundled Elements Between Advanced Communications Group, Inc., and U S WEST Communications, Inc.

A first amendment to an interconnection agreement between U S WEST Communications, Inc. and Advanced Communications Group, Inc. has been filed with the Commission for approval. The original agreement which was assigned to FirstTel was approved by the Commission on September 14, 1999. The amendment purports to address collocation.

Staff Attorney: Camron Hoseck
Date Filed: 03/21/00
Intervention deadline: 04/06/00

- TC00-059** In the Matter of the Filing by U S WEST Communications, Inc. for Approval of Revisions to its Exchange and Network Services Tariff.

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U S WEST Communications, Inc. has filed to change the text in the Exchange and Network Services Tariff to reflect that customers have additional options besides a check to pay their bill. Customers currently have multiple options for paying their bills, including a transfer of funds from their bank, credit card or debit charge. This filing also clarifies the application of the returned payment charge to accommodate the additional customer payment options available. U S WEST has requested an effective date of April 25, 2000, for the filed changes.

Staff Analyst: Harlan Best
Staff Attorney: Camron Hoseck
Date Docketed: 03/27/00
Intervention Deadline: 04/14/00

- TC00-060** In the Matter of the Filing for Approval of a Resale Agreement between U S WEST Communications, Inc. and essential.com.

An interconnection agreement between essential.com and U S WEST Communications, Inc. has been filed with the Commission for approval pursuant to 47 U.S.C. Section 252(e). The resale agreement will extend certain arrangements to one another within the geographical areas where U S WEST is the incumbent local exchange carrier for the purposes of providing the resale of local telecommunications services.

Staff Attorney: Camron Hoseck
Date Docketed: 03/28/00
Intervention Deadline: 04/14/00

- TC00-061** In the Matter of the Filing for Approval of an Agreement for Local Wireline Network Interconnection and Service Resale between U S WEST Communications, Inc. and Healthcare Liability Management Corporation.

An interconnection agreement between Healthcare Liability Management Corporation and U S WEST Communications, Inc. has been filed with the Commission for approval pursuant to 47 U.S.C. Section 252(e). The agreement purports to adopt, in its entirety, the previously negotiated and approved AT&T Communications of the Midwest, Inc. interconnection agreement which was approved by the Commission on March 4, 1999, in Docket TC96-184.

Staff Attorney: Camron Hoseck
Date Docketed: 03/28/00
Intervention Deadline: 04/14/00

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TC 98-203

U S WEST, Inc.
1801 California Street, Suite 1100
Denver, Colorado 80202
Phone: 303.472.5471
Facsimile: 303.475.7800

Alex M. Duarte
Senior Attorney

VIA OVERNIGHT DELIVERY



RECEIVED

APR 12 2000

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

April 7, 2000

Mr. William Ballard, Jr.
Executive Director
South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501

Re: Filing of Second Amendment to the Interconnection Agreement between FirsTel and U S WEST Communications, Inc.

Pursuant to 20.10.32.21 of the Admin. Rules of South Dakota enclosed for filing is an original and ten (10) copies of the Second Amendment to the Interconnection Agreement between U S WEST Communications, Inc. ("U S WEST") and FirsTel, Inc. ("FirsTel") for approval by the Commission. FirsTel and U S WEST entered into the Interconnection Agreement which was approved by the South Dakota Commission effective September 14, 1999 in Docket No. TC98-203. FirsTel and U S WEST now desire to amend the Interconnection Agreement to allow FirsTel to access certain preexisting combinations of unbundled network elements in accordance with the Federal Communications Commission's ("FCC") November 5, 1999 Order and related federal regulations. This Amendment will add terms, conditions and rates with regards to Unbundled Network Elements.

The Agreement does not discriminate against other telecommunications carriers, and the Agreement is consistent with the FCC's guidelines for negotiation and performance. Additionally, other telecommunications carriers have the option to adopt any negotiated or arbitrated agreement approved by the Commission.



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Mr. William Bullard, Jr.

April 7, 2000

Page 2

The Agreement is consistent with the public interest as identified in the state statutes of South Dakota, the Commission's rules, the federal Telecommunications Act of 1996, and rules of the Federal Communications Commission. Expeditious approval of this Agreement will enable FirsTel to enter the local exchange market and provide customers with increased choices among local exchange services.

FirsTel has authorized U S WEST to submit this Agreement on FirsTel's behalf.

Very truly yours,



Alex M. Quinte

Enclosures

cc:

Sue Weiske
General Counsel
Ionex Telecommunications, Inc.
5710 LBJ Freeway, Suite 215
Dallas, TX 75240

Colleen Sevold
Manager - Public Policy
U S WEST Communications, Inc.
125 S. Dakota Avenue, 8th Floor
Sioux Falls, SD 57194

U S WEST, Inc. Law Department
Counsel, Interconnection
1801 California Street, 49th Floor
Denver, Colorado 80202

Amendment No. 2
to the Interconnection Agreement
Between
FirsTel, Inc.
and
U S WEST Communications, Inc.
for the State of South Dakota

This Amendment No. 2 ("Amendment") is made and entered into by and between FirsTel, Inc. ("CO-PROVIDER") and U S WEST Communications, Inc. ("USWC").

RECITALS

WHEREAS CO-PROVIDER and USWC entered into an Interconnection Agreement for service in the state of South Dakota that was executed by CO-PROVIDER on October 20, 1998 and USWC on November 6, 1998 (the "Agreement"); and

WHEREAS, the Federal Communications Commission ("FCC") recently released a new list of unbundled network elements ("UNEs") that purportedly satisfy the "necessary" and "impaired" standards of section 251(d)(2) of the Telecommunications Act of 1996. See, *In The Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98 (rel. Nov. 5, 1999). The effective date for implementation of the Order varies, with some provisions effective on February 17, 2000 and other provisions effective on May 17, 2000, and

WHEREAS CO-PROVIDER desires to access certain preexisting combinations of unbundled network elements in accordance with the FCC's November 5, 1999 Order and related federal regulations, and whereas, the Parties' Agreement does not contain terms and conditions addressing such combinations, and

WHEREAS CO-PROVIDER and USWC desire to amend the Agreement by adding the terms, conditions and rates contained herein.

AGREEMENT

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

1. Amendment Terms.

This Amendment is made in order to add the terms, conditions and rates for Unbundled Network Elements Combinations, Customized Routing and Shared Interoffice Transport as set forth in Attachment A, attached hereto and incorporated herein.

This Amendment is further made in order to update and replace the rates for Unbundled Network Elements as set forth in Exhibit A, attached hereto and incorporated herein.

2. **Effective Date.**

This Amendment shall be deemed effective upon execution.

3. **Further Amendments.**

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both Parties.

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.

FirsTel, Inc.

Authorized Signature

Name Printed/Typed

Title

Date

U S WEST Communications, Inc.

Authorized Signature

Name Printed/Typed

Title

Date

ATTACHMENT 1

UNBUNDLED NETWORK ELEMENTS COMBINATIONS
CUSTOMIZED ROUTING AND SHARED INTEROFFICE TRANSPORT

1. Unbundled Network Elements Combinations (UNE Combinations)

"UNE Combination" means a preexisting combination of legally binding and effective Section 251(c)(3) Unbundled Network Elements that have been defined to meet the necessary and impair requirements of Section 251(d)(1). UNE Combinations are provided to CO-PROVIDER in its preexisting combined state, and on an "as is" basis, and at Section 252(d)(1) rates. UNE Combinations include UNE-P and Private Line Combinations when used to provide a "Significant Amount of Local Exchange Traffic."

1.1 General Terms

- 1.1.1 USWC shall provide CO-PROVIDER with nondiscriminatory access to preexisting combinations of unbundled network elements in accordance to 47 C.F.R. 51.315(b) including but not limited to the UNE-Platform (UNE-P) according to the following terms and conditions
- 1.1.2 The Federal Communications Commission released its new list of unbundled network elements (UNEs) that purportedly satisfied the "necessary" and "impair" standards of Section 251(d)(2). See In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98 (rel. Nov. 5, 1999) (hereinafter "UNE Remand Order"). According to the ordering clauses of the UNE Remand Order, some portions of this UNE list become effective on February 17, 2000 and others on May 17, 2000. USWC will, upon request, allow CO-PROVIDER to access preexisting combinations of such network elements in accordance with 47 C.F.R. 51.315(b).
- 1.1.2.1 USWC will only provide combinations of those unbundled network elements that are currently on the FCC's then effective list of UNEs or are properly added by the State Commission according to 47 C.F.R. 51.317. Therefore, if a court of competent jurisdiction stays the effectiveness of any portion of the list of UNEs or vacates any portion of the list of UNEs or if the FCC or State Commission takes an item off of its list of UNEs, that effected element or elements will no longer be available as part of a preexisting combination of elements.
- 1.1.2.2 USWC will not uncombine any network element, facility, feature, or service for CO-PROVIDER to produce a combination of elements that were not already in a preexisting combined state.

- 1.1.2.3 USWC will not, on behalf of CO-PROVIDER, combine any element in its network or any UNE Combination with CO-PROVIDER's network elements, features or services to create a finished service. CO-PROVIDER must perform this work for itself within its collocation arrangement.
- 1.1.2.4 USWC will not, on behalf of CO-PROVIDER, create combinations of network elements, facilities, or features that it does not already have in a preexisting state.
- 1.1.2.5 UNE Combinations will not be directly connected to a USWC finished service, whether found in a tariff or otherwise, without going through a collocation. Notwithstanding the foregoing, CO-PROVIDER can connect its UNE Combination to USWC's Directory Assistance and Operator Services platforms.
- 1.1.2.6 If, at any time, a court, the FCC, the State Commission, or any other body of competent jurisdiction determines that a network element previously required to be unbundled under Section 251(c)(3) of the Act no longer meets the necessary or impair standards of the Act or otherwise is taken off of the UNE list, temporarily or permanently, then the 252(d)(1) prices for elements in CO-PROVIDER's Agreement or Exhibit A shall no longer apply to such network element. When this occurs, USWC shall have the right to increase the price of the network element according to any and all applicable law, rules and regulations. The element will also no longer be available to be included as part of a UNE Combination.

1.2 Description

UNE Combinations are available in six categories: (i) 1FR/1FB Plain Old Telephone Service (POTS); (ii) Local Exchange Private Line (subject to the limitations set forth below); (iii) ISDN – either Basic Rate or Primary Rate; (iv) Digital Switched Service (DDS); and (v) PBX Trunks. If CO-PROVIDER desires access to a different UNE Combination pursuant to 47 C.F.R. 51.315(b), CO-PROVIDER may request access through the BFR Process set forth in CO-PROVIDER'S Agreement.

1.3 Terms and Conditions

- 1.3.1 USWC shall provide CO-PROVIDER with nondiscriminatory access to UNE Combinations, meaning: (a) of substantially the same quality as the comparable services that USWC provides service to its own retail customers; (b) in substantially the same time and manner as the comparable service that USWC provides to its own retail customers; and (c) with a minimum of service disruption.

- 132 "UNE-P-POTS" Retail and/or Resale 1FR/1FB lines that are in their preexisting combined state are available to CO-PROVIDER as a UNE Combination. UNE-P POTS is comprised of the following unbundled network elements: Analog - 2 wire voice grade loop, Analog Line Side Port, Shared Transport and, if desired, Vertical Features. (For complete descriptions please refer to the appropriate Unbundled Network Elements in this Amendment or CO-PROVIDER'S Agreement)
- 133 "UNE-P-PBX" Retail and/or resale PBX Trunks that are already in their preexisting combined state are available to CO-PROVIDER as a UNE Combination. UNE-P-PBX include the following preexisting combination of unbundled network elements: DS1 Capable Loop, Trunk Side Local Switch Port and Trunk Side Shared Transport [STANDARD OFFERING UNDER DEVELOPMENT]. (For complete descriptions please refer to the appropriate Unbundled Network Elements in this Amendment or CO-PROVIDER'S Agreement)
- 133.1 USWC will begin making UNE-P-PBX preexisting combinations available to CO-PROVIDER upon request beginning February 17, 2000. Until June 17, 2000, USWC will accept orders for such UNE Combinations on an Individual Case Basis. After this date, USWC will provide CO-PROVIDER with access to PBX Trunk combinations according to the standard intervals set forth in Section 1.5.
- 134 "UNE-P-DSS" Retail and/or resale Digital Switched Service (DSS) that are already in their preexisting combined state are available to CO-PROVIDER as a UNE Combination. UNE-P-DSS is comprised of the following unbundled network elements: [STANDARD OFFERING UNDER DEVELOPMENT]. (For complete descriptions please refer to the appropriate Unbundled Network Elements in this Amendment or CO-PROVIDER'S Agreement)
- 134.1 USWC will begin making UNE-P-DSS preexisting combinations available to CO-PROVIDER upon request beginning February 17, 2000. Until June 17, 2000, USWC will accept orders for such UNE Combinations on an Individual Case Basis. After this date, USWC will provide CO-PROVIDER with access to UNE-P-DSS preexisting combinations according to the standard intervals set forth in Section 1.5.
- 135 "UNE-P-ISDN" Retail and/or resale ISDN lines that are already in their preexisting combined state are available to CO-PROVIDER as a UNE Combination. There are two types of UNE-P-ISDN: basic rate (UNE-P-ISDN-BRI) and primary rate (UNE-P-ISDN-PRI). UNE-P-ISDN-BRI is comprised of the following unbundled network elements: Basic ISDN Capable Loop, Digital Line Side Port and Trunk Side Shared Transport [STANDARD OFFERING UNDER DEVELOPMENT]. In addition, vertical features not already associated with the Digital Line Side Port are

0150.52.279

handled ICB UNE-P-ISDN-PRI is comprised of the following unbundled network elements [STANDARD OFFERING UNDER DEVELOPMENT] (For complete descriptions please refer to the appropriate Unbundled Network Elements in this Amendment or CO-PROVIDER'S Agreement)

1351 USWC will begin making UNE-P-ISDN preexisting combinations available to CO-PROVIDER upon request beginning February 17, 2000. Until June 17, 2000, USWC will accept orders for such UNE Combinations on an Individual Case Basis. After this date, USWC will provide CO-PROVIDER with access to UNE-P-ISDN preexisting combinations according to the standard intervals set forth in Section 1.5.

136 Private Line Local Exchange UNE Combinations (UNE-PL-X). Retail and/or resale private line circuits that are already in their preexisting combined state are available to CO-PROVIDER as a UNE Combination. There are many types of Private Line Local Exchange UNE Combinations. USWC will provide access to the following as standard offerings: UNE-PL-DS1 private line circuits are comprised of include the following unbundled network elements: DS1 Capable Loop and DS1 Unbundled Dedicated Interoffice Transport [REMAINING STANDARD OFFERINGS UNDER DEVELOPMENT] (For complete descriptions please refer to the appropriate Unbundled Network Elements in this Amendment or CO-PROVIDER'S Agreement). Other Private Line Local Exchange UNE Combinations (DS0 and DS3 with multiplexing) are under development.

1361 USWC will begin making Private Line Local Exchange UNE Combinations available to CO-PROVIDER upon request beginning February 17, 2000. Until June 17, 2000, USWC will accept orders for such UNE Combinations on an Individual Case Basis. After this date, USWC will provide CO-PROVIDER with access to Private Line Local Exchange UNE Combinations according to the standard intervals set forth in Section 1.5.

1362 CO-PROVIDER cannot utilize preexisting combinations of unbundled network elements that include unbundled loop and unbundled interoffice dedicated transport to create a UNE Combination when the preexisting combination of network elements is either a special access circuit or is otherwise used primarily as a basis to avoid payment of Switched Access charges unless CO-PROVIDER establishes to USWC that it is using the preexisting combination of network elements to provide a significant amount of local exchange traffic to a particular customer.

13621 No private line or other unbundled loop dedicated transport combination is available for conversion into a UNE

Combination if it utilizes shared use billing, commonly referred to as ratcheting

- 13622 To find that a private line is carrying a "Significant Amount of Local Exchange Traffic," the following conditions must exist
- 136221 CO-PROVIDER must provide a minimum of 33% of the end user's local exchange traffic.
- 136222 A significant amount of traffic on the circuit must be local exchange traffic, and,
- 136223 The circuit must terminate (a) each end at a collocation or (b) one end at a collocation and the other at an end-user's premises
- 13623 There is a legal presumption that any and all Special Access circuits purchased out of federal tariffs are not available as UNE Combinations. If CO-PROVIDER can establish to USWC through documentary and, if available, other evidence that the preexisting combination of elements is carrying a "Significant Amount of Local Exchange" Traffic, then USWC will convert the Special Access circuit to a UNE Combination. If after CO-PROVIDER presents its evidence to USWC, CO-PROVIDER and USWC disagree as to whether the special access circuit is carrying a Significant Amount of Local Exchange Traffic, CO-PROVIDER can then go to the State Commission at which time CO-PROVIDER has the burden to establish to the State Commission by a preponderance of the evidence that the special access circuit is carrying a "Significant Amount of Local Exchange Traffic." If CO-PROVIDER meets its burden, the Special Access circuit will be converted to a UNE Combination. All rights of appeal will be preserved by both Parties.
- 13624 USWC has the right to verify CO-PROVIDER's actual usage on a representative sample of CO-PROVIDER's private line circuits to determine the percentage of local exchange usage. If USWC can establish to CO-PROVIDER through documentary and, if available, other evidence that such a preexisting combination of unbundled network elements is not currently being used to carry a "Significant Amount of Local Exchange Traffic" then that combination of elements will not be available to CO-PROVIDER as a UNE Combination. If after USWC presents its evidence to CO-PROVIDER, USWC and CO-PROVIDER disagree as to whether the circuit is carrying a

'Significant Amount of Local Exchange Traffic'. USWC can then go to the State Commission at which time USWC has the burden to establish to the State Commission by a preponderance of the evidence that the preexisting combination does not meet the requisite requirements is carrying less than a 'Significant Amount of Local Exchange Traffic'. If USWC meets its burden, the preexisting combination of unbundled network elements will not be available as a UNE Combination. All rights of appeal will be preserved by both Parties.

- 1.3.7 CO-PROVIDER may request access to and where appropriate development of additional Rule 315(b) UNE Combinations pursuant to the Bona Fide Request Process in CO-PROVIDER'S Agreement. In its BFR request CO-PROVIDER must identify the specific preexisting combination of UNEs it believes meets Rule 315(b), identifying each individual UNE by name as described in this Amendment or CO-PROVIDER'S Agreement.
- 1.3.8 The following terms and conditions are available for all types of UNE-P:
- 1.3.8.1 UNE-P will include access to long distance (interLATA and intraLATA) and 911 emergency services and, if desired, by CO-PROVIDER, Operator Services and Directory Assistance.
- 1.3.8.2 If USWC provides and CO-PROVIDER accepts operator services, directory assistance, and intraLATA long distance as a part of the basic exchange line, it will be offered with standard USWC branding. CO-PROVIDER is not permitted to alter the branding of these services in any manner when the services are a part of the UNE-P line without the prior written approval of USWC. However, at the request of CO-PROVIDER and where technically feasible, USWC will rebrand operator services and directory assistance in CO-PROVIDER's name, in accordance with terms and conditions set forth in CO-PROVIDER'S Agreement.
- 1.3.8.3 CO-PROVIDER may order Customized Routing in conjunction with UNE-P for alternative operator service and/or directory assistance platforms. CO-PROVIDER shall be responsible to combine UNE-P with all components and requirements associated with Customized Routing needed to utilize related functionality. For a complete description of Customized Routing, refer to Section 2.
- 1.3.8.4 USWC shall provide to CO-PROVIDER, for CO-PROVIDER's end users, E911/911 call routing to the appropriate Public Safety Answering Point (PSAP). USWC shall not be responsible for any failure of CO-PROVIDER to provide accurate end-user information for listings in any databases in which USWC is

required to retain and/or maintain end-user information. USWC shall provide CO-PROVIDER's end user information to the ALI/DMS ("Automatic Location Identification/Database Management System"). USWC shall use its standard process to update and maintain on the same schedule that it uses for its end users. CO-PROVIDER's end user service information in the ALI/DMS used to support E911/911 services. USWC assumes no liability for the accuracy of information provided by CO-PROVIDER.

- 1.3.8.5 CO-PROVIDER shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its end users for interLATA and intraLATA services. CO-PROVIDER shall follow all applicable laws, rules and regulations with respect to PIC changes and USWC shall disclaim any liability for CO-PROVIDER's improper PIC change requests.
- 1.3.8.6 Feature and interLATA or intraLATA PIC changes or additions for UNE-P, will be processed concurrently with the UNE-P order as specified by the CO-PROVIDER.
- 1.3.8.7 CO-PROVIDER agrees to work in good faith with USWC, on all issues, including, if necessary, extending standard provisioning intervals, if CO-PROVIDER orders and/or projects orders for more than 500 UNE-P lines in any one month.
- 1.3.9 If a retail contract or tariff agreement exists between USWC and the end user customer or reseller utilizing the preexisting combination of elements, all applicable Termination Liability Assessment (TLA) or minimum period charge whether contained within tariffs, contracts or any other applicable legal document, will apply and must be paid in full by the responsible party before the preexisting combination of elements is available for conversion into a UNE Combination.
- 1.3.10 If CO-PROVIDER requests that an existing resale customer be converted into a UNE Combination, the resale rate will continue to apply until the date USWC completes conversion of the order into UNE Combination pursuant to the standard provisioning intervals set forth in Section 1.5.
- 1.3.11 CO-PROVIDER shall provide USWC with an eighteen (18) month forecast of its expected UNE Combination orders within thirty (30) calendar days of requesting service pursuant to CO-PROVIDER'S Agreement and this Amendment. The forecast shall be updated every six months for the first year of the contract and each November CO-PROVIDER shall provide a forecast for the following calendar year. Each forecast shall provide: (a) Proposed volumes by month for each type of UNE Combination (by city and/or state); (b) CO-PROVIDER's anticipated number of UNE Combination service orders; and (c) the name and identifying information of CO-PROVIDER's key contact personnel. The

information provided pursuant to this paragraph shall be considered Proprietary Information under the Nondisclosure Section

- 1.3.12 When end users switch from USWC to CO-PROVIDER or to CO-PROVIDER from any other competitor and is obtaining service through a UNE Combination, such end users shall be permitted to retain their current telephone numbers if they so desire.
- 1.3.13 In the event USWC terminates the provisioning of any UNE Combination service to CO-PROVIDER for any reason, including CO-PROVIDER's non-payment of charges, CO-PROVIDER shall be responsible for providing any and all necessary notice to its end users of the termination. In no case shall USWC be responsible for providing such notice to CO-PROVIDER's end users. USWC shall only be required to notify CO-PROVIDER of USWC's termination of the UNE Combination service on a timely basis consistent with Commission rules and notice requirements.
- 1.3.14 CO-PROVIDER or CO-PROVIDER'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. CO-PROVIDER's end users contacting USWC will be instructed to contact CO-PROVIDER; however, unless specifically provided otherwise, nothing in this Amendment shall be deemed to prohibit USWC from discussing its products and services with CO-PROVIDER's end users who call USWC.

1.4 Rates and Charges

- 1.4.1 The rates and charges for the individual unbundled network elements that comprise UNE Combinations can be found in CO-PROVIDER's Agreement and Exhibit A for both recurring and non-recurring application.
- 1.4.1.1 Recurring monthly charges for each unbundled network element that comprise the UNE Combination shall apply when a UNE Combination is ordered. The recurring monthly charges for each UNE, including but not limited to, Unbundled 2-wire Analog Loop, Analog Line Side Port and Shared Transport, are described in CO-PROVIDER's Agreement and Exhibit A.
- 1.4.1.2 Nonrecurring charges for each unbundled network element that comprise the UNE Combination shall apply when a UNE Combination is ordered. These non-recurring charges are described in CO-PROVIDER's Agreement and Exhibit A.
- 1.4.2 If the State Commission takes any action to adjust the rates previously ordered, USWC will make a compliance filing to incorporate the adjusted rates into Exhibit A. Upon the compliance filing by USWC, the parties will abide by the adjusted rates on a going-forward basis.

- 1.4.3 CO-PROVIDER shall be responsible for billing its end user customers served over UNE Combinations for all miscellaneous charges and surcharges required by statute, regulation or otherwise required. These charges and surcharges will be consistent with the charges and surcharges for equivalent services ordered by USWC end users.
- 1.4.4 CO-PROVIDER shall pay USWC the PIC change charge associated with CO-PROVIDER end user changes of interLATA or intraLATA carriers. Any change in CO-PROVIDER's end users' interLATA or intraLATA carrier must be requested by CO-PROVIDER on behalf of its end user.
- 1.4.5 If a customer is served by CO-PROVIDER through a UNE combination, USWC will not charge, assess, or collect Switched Access charges for interLATA or intraLATA calls originating or terminating from that customer's phone after conversion to a UNE Combination is complete.
- 1.4.6 USWC shall have a reasonable amount of time to implement system or other changes necessary to bill CO-PROVIDER for Commission-ordered rates or charges associated with UNE Combinations.

1.5 Ordering Process

- 1.5.1 All UNE Combinations and associated products and services are ordered via an LSR. Ordering processes are contained in CO-PROVIDER'S Agreement and in the UNE-P and UNE Combination Resource Guide.
- 1.5.2 Prior to placing an order on behalf of each end user, CO-PROVIDER shall be responsible for obtaining and have in its possession a Proof of Authorization as set forth in CO-PROVIDER'S Agreement.
- 1.5.3 Standard service intervals for each UNE Combination will be identified in the UNE-P and UNE Combination Resource Guide, which includes the Standard Interval Guide for Interconnection and Resale Services. When the standard interval does apply, CO-PROVIDER and USWC will use the standard provisioning interval for the equivalent retail service. Standard intervals do not apply when certain circumstances exist as specifically set forth in other aspects of this UNE Combination section. CO-PROVIDER and USWC can separately agree to due dates other than the standard interval.
- 1.5.4 Due date intervals are established when US WEST receives a complete and accurate Local Service Request (LSR) made through the IMA or EDI interfaces or through facsimile. The date the LSR is received is considered the start of the service interval if the order is received on a business day prior to 3:00 p.m. The service interval will begin on the next business day for service requests received on a weekend day or after 3:00 p.m. on a business day. This interval may be impacted by order volumes and load control considerations.

- 1.5.5 CO-PROVIDER shall provide USWC with complete and accurate end user listing information for Directory Assistance, Directory Listings, and 911 Emergency Services for all customers served by UNE Combinations.
- 1.5.6 When USWC's end user or the end user's new service provider orders the discontinuance of the end user's existing service in anticipation of moving to another service provider, USWC will render its closing bill to the end user effective with the disconnection. If USWC is not the local service provider, USWC will issue a bill to CO-PROVIDER for that portion of the service provided to CO-PROVIDER should CO-PROVIDER's end user, a new service provider, or CO-PROVIDER request service be discontinued to the end user. USWC will notify CO-PROVIDER by FAX, OSS interface, or other agreed upon processes when an end user moves to another service provider. USWC will not provide CO-PROVIDER with the name of the other service provider selected by the end user.
- 1.5.7 For UNE Combinations, CO-PROVIDER shall provide USWC and USWC shall provide CO-PROVIDER with points of contact for order entry, problem resolution, repair, and, in the event special attention is required on service request.

1.6 Billing

USWC shall provide CO-PROVIDER, on a monthly basis, within 7-10 calendar days of the last day of the most recent billing period, in an agreed upon standard electronic billing format as detailed in CO-PROVIDER'S Agreement, billing information including (1) a summary bill, and (2) individual end user sub-account information consistent with the samples available for CO-PROVIDER review.

1.7 Maintenance and Repair

- 1.7.1 USWC will maintain facilities and equipment that comprise the service provided to CO-PROVIDER as a UNE Combination. CO-PROVIDER or its end users may not rearrange, move, disconnect or attempt to repair USWC facilities or equipment, other than by connection or disconnection to any interface between USWC and the end user, without the written consent of USWC.

2. Customized Routing

2.1 Description

- 2.1.1 Customized Routing permits CO-PROVIDER to designate a particular outgoing trunk that will carry certain classes of traffic originating from CO-PROVIDER's customers. Customized routing enables CO-PROVIDER to direct particular classes of calls to particular outgoing trunks which will permit CO-PROVIDER to self-provide or select among other providers of interoffice facilities, operator services and directory assistance.

Customized routing is a software function of a switch. Customized Routing may be ordered as an application with Resale or Unbundled Local Switching.

- 2.1.2 CO-PROVIDER may elect to route its end-user customers' traffic in the same manner as USWC routes its end-user customers' calls using existing USWC line class code(s). This option eliminates assignment and deployment charges applicable to new CO-PROVIDER line class code(s) required for custom or unique CO-PROVIDER routing requests.

2.2 Terms and Conditions

- 2.2.1 Customized Routing will be offered on a first-come, first-served basis.

- 2.2.2 CO-PROVIDER has two options by which to route its end-user customers' calls:

- (a) CO-PROVIDER may elect to route all of its end-user customers' calls in the same manner as USWC routes its end-user customers' calls. This option allows CO-PROVIDER to use the same line class code(s) used by USWC and thus eliminates line class code(s) and deployment charges to the CO-PROVIDER.
- (b) CO-PROVIDER may elect to custom route its end-user customers' calls differently than USWC routes its end user traffic. CO-PROVIDER may choose different routing by traffic type, by prefix, etc. In this option, there will be a charge for the establishment and deployment of a new CO-PROVIDER line class code(s). If a CO-PROVIDER line class code(s) was previously established and deployed at a particular end office, only a deployment charge will apply per new end office location.

- 2.2.3 In both option (a) and (b) above, CO-PROVIDER shall provide comprehensive routing information associated with any routing request. USWC will provide line class code(s) to the CO-PROVIDER for inclusion in the CO-PROVIDER LSR (Local Service Request).

2.3 Rate Elements

- 2.3.1 Charges for development of a new CO-PROVIDER line class code(s) for routing of Directory Assistance and Operator Services traffic is included in CO-PROVIDER's Agreement or Exhibit A. All other custom routing arrangements shall be billed on an individual case basis for each custom routed request.
- 2.3.2 Charges for the installation of new line class codes for custom routing arrangements for directory assistance and operator services traffic is included in CO-PROVIDER's Agreement or Exhibit A. Installation

charges for all other custom routing arrangements shall be billed on an individual case basis for each switch in which the code is deployed.

2.4 Ordering Process

- 2.4.1 CO-PROVIDER shall issue a Service Inquiry form detailing its routing and facility requirements prior to a pre-order meeting with USWC. Refer to the New Customer Questionnaire contained in the Interconnect & Resale Resource Guide for a copy of the Service Inquiry.
- 2.4.2 After the Service Inquiry form is completed and provided to USWC, the pre-order meeting will be jointly established to provide USWC with the comprehensive network plan, specific routing requirements and desired due dates.
- 2.4.3 USWC will provide CO-PROVIDER a detailed time and cost estimate thirty (30) business days after the pre-order meeting.
- 2.4.4 If custom routing is requested, the CO-PROVIDER shall submit a 50% deposit for the establishment and deployment of a new CO-PROVIDER line class code(s). USWC will assign a new CO-PROVIDER line class code(s) and provide it to the CO-PROVIDER for inclusion in the LSR (Local Service Request) which the CO-PROVIDER will subsequently issue for deployment of the line class code(s) by USWC.
- 2.4.5 If CO-PROVIDER elects to route their end-users' calls in the same manner in which USWC routes its end-user customers' calls, establishment and deployment charges for new CO-PROVIDER line class code(s) will not apply. USWC will assign existing USWC line class code(s) and provide to the CO-PROVIDER for inclusion in the LSR (Local Service Request).
- 2.4.6 CO-PROVIDER must place the associated trunk orders prior to the establishment or deployment of Line Class Codes in specific end offices.

2.5 Maintenance and Repair

Maintenance and Repair are the sole responsibility of USWC.

3. Shared Interoffice Transport

USWC shall provide Shared Interoffice Transport in a non-discriminatory manner according to the following terms and conditions:

3.1 Description

- 3.1.1 Shared Transport is defined as interoffice transmission facilities shared by more than one carrier, including USWC, between end office switches, between end office switches and tandem switches, and between tandem switches.

3.2 Terms and Conditions

- 3.2.1 Shared Transport is only provided with Unbundled Local Switch Ports and Unbundled Network Element-Platform (UNE-P), as described in this Amendment. The existing routing tables resident in the switch will direct both USWC and CO-PROVIDER traffic over USWC's interoffice message trunk network.
- 3.2.2 CO-PROVIDER may custom route operator services or directory assistance calls to unique operator services/directory services trunks.

3.3 Rate Elements

- 3.3.1 Shared Transport will be billed on a minute-of-use basis in accordance with the rate described in Exhibit A.

3.4 Ordering Process

Shared Transport is ordered with Unbundled Line Port and Unbundled Local Switching via the LSR process. Shared transport is assumed to be the choice of routing when ordering a port, unless specified differently by CO-PROVIDER. Ordering processes are contained in Section 1.5. Installation intervals are incorporated in the Unbundled Line Port and are listed in the Interconnect and Resale Resource Guide.

3.5 Maintenance and Repair

Maintenance and Repair are the sole responsibility of USWC.

SOUTH DAKOTA RATES
FOR UNBUNDLED NETWORK ELEMENTS COMBINATIONS

	Recurring Rates	Nonrecurring Rates
Unbundled Loops		
2-Wire LIS Link		\$106.29
First Loop	\$21.09	\$58.44
Each Additional Loop	\$21.09	
4-Wire LIS Link		\$106.29
First Loop	\$39.34	\$58.44
Each Additional Loop	\$39.34	
DS1 Capable Loop		-
First Loop	\$96.87	-
Each Additional Loop	\$96.87	
Basic Rate ISDN Capable Loop*		\$106.29
First Loop	\$26.14	\$58.44
Each Additional Loop	\$26.14	
* Nonrecurring charges same as 2-Wire Voice Grade Loop		
Local Switching		
Analog Line Side Port		\$101.15
First Port	\$1.84	\$54.43
Each additional Port	\$1.84	
Local Originating Usage, per MOU	\$0.0018	
Vertical Features		N/A
Call Forwarding - Busy Line	\$0.1386	N/A
Call Forwarding - Don't Answer	\$0.1696	N/A
Call Forwarding - Variable	\$0.1414	N/A
Call Forwarding - Variable Remote	\$0.1128	N/A
Call Hold	\$0.0568	N/A
Call Park-Store and Retrieve	\$0.1289	N/A
Call Pickup	\$0.0577	N/A
Call Transfer	\$0.2166	N/A
Call Waiting - Terminating/Cancel Call Waiting	\$0.1330	N/A
Distinctive Ringing	\$0.0797	N/A
Message Waiting/Indication-Audible/Visual	\$0.0662	N/A
Speed Call Long-Customer Changeable	\$0.0654	N/A
Station Dial Conferencing (6 way)	\$1.0508	N/A
Three Way Calling	\$0.0963	N/A
CLASS Call Waiting	\$0.0519	N/A
CLASS Calling Name and Number	\$0.1915	N/A
CLASS Calling Number Delivery	\$0.0808	N/A
CLASS Calling Number Delivery Blocking	\$0.3822	N/A
CLASS Continuous Redial	\$0.5008	N/A
CLASS Last Call Return	\$0.4258	N/A
CLASS Priority Calling	\$1.0829	N/A
CLASS Selective Call Forwarding	\$0.9206	N/A

CLASS Selective Call Rejection	\$1 7651	N/A
CLASS Anonymous Call Rejection	\$0 3937	N/A
BRI/ISDN Digital Line Port		
First Port	\$17 13	\$277 13
Each Additional Port	\$17 13	\$277 13
DS1 Message Trunk Port	N/A	\$337 96
Shared Interoffice Transport	\$0 00138786	N/A
Interconnection Tie Pairs		
ITP Per Termination		
2 Wire DSO ITP	\$1 14	\$274 65
4 Wire DSO ITP Analog	\$1 14	\$274 65
DS1 ITP	\$12 57	\$311 69
DS3 ITP	\$36 56	\$313 28
Regeneration		
DS1	\$12 21	\$311 69
DS3	\$75 61	\$313 28
Unbundled Dedicated Interoffice Transport		
DS0 UDIT	N/A	\$293 55
0 miles	\$0 00	-
Over 0 to 8 miles	\$17 14	\$0 09
Over 8 to 25 miles	\$17 12	\$0 12
Over 25 to 50 miles	\$17 13	\$0 11
Over 50 miles	\$17 14	\$0 07
DS1 UDIT	N/A	\$302 91
0 miles	-	-
Over 0 to 8 miles	\$34 75	\$0 95
Over 8 to 25 miles	\$34 76	\$1 82
Over 25 to 50 miles	\$34 76	\$1 77
Over 50 miles	\$34 75	\$1 23
DS3 UDIT	N/A	\$302 91
0 miles	-	-
Over 0 to 8 miles	\$236 22	\$10 43
Over 8 to 25 miles	\$236 53	\$10 83
Over 25 to 50 miles	\$236 71	\$9 91
Over 50 miles	\$243 94	\$24 44
Extended Unbundled Dedicated Interoffice Transport		
DS1 E-UDIT	\$56 58	\$448 36
DS3 E-UDIT	\$282 81	\$448 36
Low Side Channelization		
DS0 UDIT Low Side Channelization	\$6 00	N/A
DS1/DS0 Low Side Channelization	\$3 24	\$231 47

Exhibit A

Multiplexing

DS1 to DS0 Multiplexing

\$181.28

\$280.77

DS3 to DS1 Multiplexing

\$191.32

\$287.45

Customized Routing

ICB

ICB

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of April 6, 2000 through April 12, 2000

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 filing
Phone: 605-773-3705 Fax: 605-773-3809

CONSUMER COMPLAINTS

- CT00-060** In the Matter of the Complaint filed by Don and Judy Blindauer, Mitchell, South Dakota, against Sprint Communications Company L.P. Regarding Unauthorized Switching of Long Distance Provider.

The complainants allege that they received charges for long distance out of state phone service from Sprint on their December phone bill. They never authorized Sprint to be a carrier and they had a "freeze" on their phone service to prevent being slammed. The charges from Sprint were high, ranging from .57 cents per minute to \$3.09 per minute. They received another bill from Sprint in February and they continue to get bills from their chosen carrier I-Link. The complainants are requesting that the Sprint rates be re-rated to the charges they would have received with I-Link and that they be paid \$1000.00 for the inconvenience. The complainants would like to see Sprint heavily fined in order to put a stop to this type of thing. The complainants want to be sure that Sprint is off of their phone service and if they have to attend a hearing in Pierre, they feel that Sprint should have to pay their expenses.

Staff Analyst: Charlene Lund
Staff Attorney: Karen Cremer
Date Docketed: 04/06/00
Intervention Deadline: NA

ELECTRIC

- EL00-010** In the Matter of the Application of Black Hills Corporation for Authority to Issue Common Stock and Preferred Stock.

On April 10, 2000, Black Hills Corporation submitted an application for authority to issue common stock and preferred stock related to the agreement and plan of merger between Black Hills Corporation and Indeck Capital, Inc.

Staff Analyst: Heather Forney
Staff Attorney: Camron Hoseck
Date Docketed: 04/10/00
Intervention Deadline: 04/28/00

- EL00-011** In the Matter of the Application of Black Hills Corporation to Authorize Gerald R. Forsythe to Acquire Control, Directly or Indirectly, of more than 10% of the Total Capital Stock of Black Hills Corporation.

- TC00-065 In the Matter of the Filing by South Dakota Independent Telephone Coalition for Approval of Reciprocal Transport and Termination Agreement between G.C.C. License L.L.C. and Brookings Municipal Telephone Company.
- TC00-066 In the Matter of the Filing by South Dakota Independent Telephone Coalition for Approval of Reciprocal Transport and Termination Agreement between G.C.C. License L.L.C. and Cheyenne River Sioux Tribe Telephone Authority.
- TC00-067 In the Matter of the Filing by South Dakota Independent Telephone Coalition for Approval of Reciprocal Transport and Termination Agreement between G.C.C. License L.L.C. and Tri County Telcom, Inc.

The above companies (TC00-065, TC00-066, TC00-067) have each filed a reciprocal transport and termination agreement which was negotiated and entered into between them and G.C.C. License L.L.C. which is an affiliate of Western Wireless Corporation. Commission approval is sought pursuant to 45 U.S.C. Section 252(e).

Staff Attorney: Camron Hoseck
Date Docketed: 04/07/00
Intervention Deadline: 04/28/00

- TC00-068 In the Matter of the Filing by U S WEST Communications, Inc. Regarding the Sale of Exchanges in Nebraska and Minnesota.

"U S WEST Communications and Citizens [Communications] have entered into transactions whereby Citizens will purchase 14 U S WEST exchanges in Nebraska and 43 [U S WEST] exchanges in Minnesota. Approximately 95 South Dakota customers are served out of the Valentine, Nebraska exchange and approximately 520 South Dakota customers are served out of the Ortonville-Big Stone, Minnesota exchange. [U S WEST and Citizens] respectfully request that the Commission, as expeditiously as possible, issue two separate statements that: 1) contingent on the Nebraska Public Service Commission's approval of the Nebraska sale, the Commission does not object to the FCC granting study area waivers nor to any configuration of study area boundaries involving the South Dakota portion of the Valentine, Nebraska exchange and, 2) contingent on the State of Minnesota Public Utilities Commission's approval of the Minnesota sale, the Commission does not object to the FCC granting study area waivers nor to any configuration of study area boundaries involving the South Dakota portion of the Ortonville-Big Stone, Minnesota exchange."

Staff Analyst: Harlan Best
Staff Attorney: Camron Hoseck
Date Docketed: 04/10/00
Intervention Deadline: 04/28/00

- TC00-069 In the Matter of the Application of Natel, LLC for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

4932 NJ 85110

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

IN THE MATTER OF THE FILING BY U S WEST)	ORDER APPROVING FIRST
COMMUNICATIONS, INC. FOR APPROVAL OF)	AND SECOND
A FIRST AND SECOND AMENDMENT TO AN)	AMENDMENTS TO
INTERCONNECTION AGREEMENT BETWEEN)	AGREEMENT
U S WEST COMMUNICATIONS, INC. AND)	
FIRSTEL, INC.)	TC98-203

On March 21, 2000, U S WEST Communications, Inc. (U S WEST) filed for approval by the South Dakota Public Utilities Commission (Commission) of a first amendment to an interconnection agreement between FirstTel, Inc. (FirstTel) and U S WEST. The first amendment replaces in its entirety Section, 8, Collocation, in the original agreement.

On April 12, 2000, U S WEST filed for approval of a second amendment to the agreement between U S WEST and FirstTel. The second amendment adds terms, conditions and rates with regard to unbundled network elements.

The original agreement which is amended by these two amendments was between U S WEST and Advanced Communications Group, Inc. (ACG). ACG assigned all of its rights in the original agreement to its wholly owned subsidiary, FirstTel, said assignment being approved by the Commission in Docket TC98-203 on September 14, 1999.

On March 30, 2000, the Commission electronically transmitted notice of the filing of the first amendment to interested individuals and entities. The notice stated that any person wishing to intervene had until April 6, 2000, to do so. On April 13, 2000, the Commission electronically transmitted notice of the filing of the second amendment to interested individuals and entities. The notice stated that any person wishing to intervene had until April 28, 2000, to do so. No intervention petitions were filed.

At its duly noticed May 17, 2000, meeting, the Commission considered whether to approve the negotiated first and second amendments to the agreement between U S WEST and FirstTel. 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 first and second amendments do not discriminate against a telecommunications carrier that is not a party to the first and second amendments and the first and second amendments are consistent with the public interest, convenience, and necessity. The Commission unanimously voted to approve the first and second amendments to the agreement. It is therefore

ORDERED that the Commission approves the negotiated first and second amendments to the agreement as described herein

Dated at Pierre, South Dakota, this 23rd day of May, 2000.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.

By

Maime Kilds

Date

5/25/00

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Tricia Schoenfelder
LASKA SCHOENFELDER, Commissioner