TC00-185

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DOCKET NO. TC00-185

In the Matter of IN THE MATTER OF THE FILING FOR APPROVAL OF A FIRST AMENDMENT TO AN INTERCONNECTION AGREEMENT BETWEEN QWEST CORPORATION AND NEWPATH HOLDINGS, INC.

Public Utilities Commission of the State of South Dakota

DATE	MEMORANDA
11/21/00	Filed and Docketed;
11/22/00	Weekly Filing;
1/10/01	Order Approving First Amendment to Agreement;
1/10/01	Docket Closed.

TC00-185

BOYCE, MURPHY, McDOWELL & GREENFIELD, L.L.P.

ATTORNEYS AT LAW

Jeremiah D. Murphy
Russell R. Greenfield
David J. Vickers
Gary J. Pashby
Vance R.C. Goldammer
Thomas J. Welk
Terry N. Prendergast
James E. McMahon
Michael S. McKnight
Gregg S. Greenfield
Roger A. Sudbeck

101 North Phillips Avenue, Suite 600
Sioux Falls, South Dakota 57104
P.O. Box 5015
Sioux Falls, South Dakota 57117-5015

Telephone 605 336-2424
Facsimile 605 334-0618

Direct Dial 605-731-0208
tjwelk@boycemurphy.com

[illegible]

Of Counsel
[illegible]

November 17, 2000

VIA UPS OVERNIGHT

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

Re: Filing of Amendment No. 1 to the Interconnection Agreement between NewPath Holdings, Inc. and Qwest Corporation f/k/a U S WEST Communications, Inc.
Our File No. 2104.078

Dear Mr. Bullard:

Pursuant to ARSD 20:10:32:21 enclosed for filing are an original and ten (10) copies of Amendment No. 1 to the Interconnection Agreement between NewPath Holdings, Inc. and Qwest Corporation f/k/a U S WEST Communications, Inc. ("Qwest") for approval by the Commission. The Agreement is a negotiated agreement with the parties adopting the arbitrated interconnection agreement between NewPath Holdings, Inc. and Qwest Corporation f/k/a U S WEST Communications, Inc. which was approved by the Commission effective August 16, 2000 in Docket No. TC00-099.

NewPath Holdings, Inc. has authorized Qwest to submit this Agreement on NewPath's behalf.

Sincerely yours,

BOYCE, MURPHY, MCDOWELL
& GREENFIELD, L.L.P.

Thomas J. Welk

TJW/vjj
Enclosures
cc: Mick Herke (w/o encls.)
Ms. Colleen Sevold (w/o encls.)
Sally E. Bowen (w/o encls.)

RECEIVED
NOV 21 2000
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Amendment No. 1
to the
Interconnection Agreement
between
Qwest Corporation, f/k/a U S WEST Communications, Inc.
and
NewPath Holdings Inc.
for the State of South Dakota

This is Amendment No. 1 ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), formerly known as U S WEST Communications, Inc., a Colorado corporation, and NewPath Holdings Inc. ("CLEC"), a Delaware corporation. Qwest and CLEC shall be known jointly as the "Parties".

RECITALS

WHEREAS, NewPath Holdings Inc. elected to pick and choose, in its entirety, an Interconnection Agreement between Covad Communications Company and U S WEST Communications, Inc. that was approved by the South Dakota Public Utilities Commission ("Commission"); and

WHEREAS, the Parties entered into an Interconnection Agreement that was approved by the Commission on August 16, 2000 (the "Agreement"); and

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

AGREEMENT

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

Amendment Terms

The Agreement is hereby amended by: 1) replacing existing UNE language, in its entirety, with new terms, conditions and rates for Unbundled Network Elements (UNEs); and 2) replacing existing Operational Support Systems (OSS) language, in its entirety, with new terms, conditions and rates for Operational Support Systems (OSS), as set forth in Attachment 1 and Exhibit A to this Amendment, attached hereto and incorporated herein.

Effective Date

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

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.

NewPath Holdings, Inc.

Mick Herke
Signature

MICK HERKE
Name Printed/Typed

EVP REGULATORY & CONTRACTS
Title

10/6/00
Date

Qwest Corporation

Elizabeth J. Stamp
Signature

Elizabeth J. Stamp
Name Printed/Typed

Director - Interconnect
Title

10/19/00
Date

ATTACHMENT 1

UNBUNDLED NETWORK ELEMENTS and OPERATIONAL SUPPORT SYSTEMS

UNBUNDLED NETWORK ELEMENTS

1.1 General Terms

1.1.1 Omitted for numbering consistency.

1.1.2 Qwest shall provide non-discriminatory access to unbundled network elements on rates, terms and conditions that are non-discriminatory, just and reasonable. Qwest shall provide to CLEC on a non-discriminatory basis unbundled network elements of at least the same quality as the network facilities that Qwest uses to provide service to its own affiliates, subsidiaries, or end-users within a reasonable and nondiscriminatory timeframe and with a minimum of service disruption.

1.1.3 CLEC shall not use unbundled network elements or ancillary services as substitutes for special or switched access services, except to the extent CLEC provides such services to its end users in association with local exchange services.

1.1.4 Qwest will provide a connection between unbundled network elements and a demarcation point. Such connection is an Interconnection Tie Pair (ITP). Except for UNE Combinations, under the Unbundled Network Elements Combinations (UNE Combinations) Section, an ITP is required for each unbundled network element, ancillary service or interconnection service delivered to CLEC. The ITP provides the connection between the unbundled network element or interconnection service and the ICDF or demarcation point. The ITP is ordered in conjunction with a UNE. There is a recurring and nonrecurring charge for the ITP as contained in Exhibit A. The recurring charge reflects the charge for the jumper on Qwest's main distribution frame or similar cross connect devices. The ITP may be ordered per termination. At CLEC's option, the demarcation point shall be:

a) at CLEC-provided cross-connection equipment located in CLEC's Virtual or Physical Collocation Space; or

b) if CLEC elects to use ICDF Collocation, at the Interconnection Distribution Frame (ICDF); or

c) if CLEC elects to use an ICDF in association with Virtual or Physical Collocation, at the ICDF; or

d) at any other technically feasible point of interconnection, subject to the conditions of FCC 96-325 - Paragraph 203.

1.1.5 CLEC may connect UNEs in any technically feasible manner. Qwest will provide CLEC with the same features, functions and capabilities of a particular element that Qwest

provides to itself. Qwest will not restrict the types of telecommunications services CLEC may offer through unbundled elements, nor will it restrict CLEC from combining elements with any technically compatible equipment CLEC owns. Qwest will provide CLEC with all of the functionalities of a particular element, so that CLEC can provide any telecommunications services that can be offered by means of the element. Qwest shall provide such unbundled network elements in a manner that allows CLEC to combine such elements in order to provide Telecommunications Service.

1.1.6 Except as set forth in the UNE Combinations Section, Qwest provides UNEs on an individual element basis. In such circumstances, CLEC is responsible for the end-to-end transmission and circuit functionality. CLEC is responsible to test end-to-end on unbundled loops, ancillary and finished services combinations.

1.1.7 Installation intervals for unbundled loops are contained in Section 1.2.4.5 through 1.2.4.8 below. Installation intervals for other UNEs are provided herein or in the Interconnect and Resale Resource Guide.

1.1.8 Maintenance and repair is described in the Access to Operational Support Systems (OSS) Section of this Amendment. The Repair Center contact telephone numbers are provided in the Interconnect & Resale Resource Guide, which is located on the Qwest Web site.

1.1.9 In order to maintain and modernize the network properly, Qwest may make necessary modifications and changes to the UNEs in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Qwest shall provide advance notice of changes that affect network interoperability pursuant to applicable FCC rules.

1.1.10 Channel Regeneration Charge. This charge is required when the distance from the Qwest network to the leased physical space (for Physical Collocation), the collocated equipment (for Virtual Collocation), or the ICDF (for ICDF Collocation) is of sufficient length to require regeneration.

1.1.11 Exhibit A of this Amendment contains the rates for unbundled network elements.

1.1.12 Miscellaneous Charges may include, for example, Cancellation Charges, Due Date Change Charges, Design Change Charges, Additional Dispatch Charge, and Additional Engineering. Rates are contained in Exhibit A.

1.1.13 Qwest agrees to provide CLEC access to UNEs to the full extent required by law.

1.2 Unbundled Loops

1.2.1 Description

Qwest offers non-discriminatory access to Unbundled Loops. An Unbundled Loop establishes a transmission path between a central office distribution frame (or equivalent) up to, and including, Qwest's Network Interface Device (NID) and/or demarcation point. For existing Loops, the inside wire connection to the NID and/or demarcation point will remain intact. Unbundled Loops are available in three categories: (i) 2-Wire or 4-Wire Analog, (ii) 2-Wire or 4-Wire Non-Loaded and (iii) Digital Capable - either Basic Rate ISDN, DS1, DS3 or xDSL (Digital Subscriber Loop).

1.2.2 Terms and Conditions

1.2.2.1 Qwest shall provide to CLEC on a non-discriminatory basis Unbundled Loops of at least the same quality as the Loop that Qwest uses to provide service to its own end-users within a reasonable and nondiscriminatory timeframe and with a minimum of service disruption.

1.2.2.2 Analog Unbundled Loops are available as a two-wire or four-wire voice grade, point-to-point configuration suitable for local exchange type services within the analog voice frequency range of 300 to 3000 Hz. For the two-wire configuration, CLEC must specify the signaling option. The actual Loop facilities may utilize various technologies or combinations of technologies. If Qwest uses Integrated Digital Loop Carrier (IDLC) systems to provide the local Loop, to the extent possible, Qwest will make alternate arrangements to permit CLEC to order a contiguous Unbundled Loop.

1.2.2.3 Digital Capable or Qualified Loops-Basic Rate ISDN, DS1 or DS3 capable and xDSL. Unbundled digital loops are transmission paths capable of carrying specifically formatted and line coded digital signals. Unbundled digital Loops may be provided using a variety of transmission technologies including but not limited to metallic wire, metallic wire based digital loop carrier and fiber optic fed digital carrier systems. Qwest will determine the specific transmission technology by which the Loop will be provided, subject to any restrictions on this discretion imposed by law. Such technologies are used singularly or in tandem in providing service. DC continuity is not inherent in this service. Charges shall apply for conditioning of the digital capable loops, as requested by CLEC, if necessary, as determined by Qwest, and unless limited or prohibited by Commission requirements. Loop shall be provided in accordance with FCC rule 51.233.

1.2.2.4 When CLEC requests a non-loaded Unbundled Loop and there are none available, Qwest will contact CLEC to determine if CLEC wishes to have Qwest unload a Loop. If the response is affirmative, Qwest will dispatch a technician to "condition" the Loop as described below. Qwest shall condition lines required to be unbundled, as requested by CLEC, whether or not Qwest offers advanced services to the end-user customer on that Loop. Line conditioning includes the removal from the loop of any devices, including, but not limited to, bridge taps, low pass filters, and range extenders, that may diminish the capability of the loop to deliver high-speed wireline telecommunications capability, including xDSL service. Qwest may recover the cost of line conditioning to the extent such cost is not already included in the TELRIC-based cost of the Loop and in accordance with applicable FCC and state commission rules. If a Qwest technician is dispatched and no devices are removed, the non-recurring charge will not apply. Placement of repeaters either in the field or in the Central Office are not included as part of the conditioning charge. Repeater placement is included under Extension Technology. If Qwest uses Integrated Digital Loop Carrier (IDLC) systems to provide the Unbundled Loop, to the extent possible, Qwest will make alternate arrangements to permit CLEC to order a contiguous Unbundled Loop.

1.2.2.5 When CLEC requests a Basic Rate ISDN capable Loop, Qwest will dispatch a technician to provide Extension Technology (as defined in the Interconnect and Resale Resource Guide), that may include the placement of repeaters, in either the Central Office or in the field, or BRITE cards in both the COT and RT in order to make the Loop ISDN Capable. The ISDN Capable Loop may also require conditioning (e.g.

removal of loads or bridged tap). CLEC will be charged an Extension Technology recurring charge in addition to the Unbundled Loop recurring charge as specified in Exhibit A of this Amendment. If Qwest uses Integrated Digital Loop Carrier (IDLC) systems to provide the Unbundled Loop, to the extent possible, Qwest will make alternate arrangements, which could include Line and Station Transfers (LST), to permit CLEC to order a contiguous Unbundled Loop.

1.2.2.6 Omitted for numbering consistency.

1.2.2.7 Qwest is not obligated to provision BRI-ISDN, DS1, or DS3 capable or xDSL capable Loops in areas served by Loop facilities and/or transmission equipment that are not compatible with the requested service. To avoid spectrum conflict within Qwest facilities, Qwest may control the use of certain cables for spectrum management considerations. With the exception of loops on which a known disturber is deployed, Qwest is prohibited from designating, segregating or reserving particular loops or binder groups for use solely by any particular loop technology.

1.2.2.8 When CLEC requests an ADSL qualified loop, Qwest will pre-qualify the requested circuit by utilizing the existing telephone number or address to determine whether it meets reasonable industry standard ADSL specifications. A requested ADSL circuit that qualifies for ADSL does not need conditioning. The ADSL qualification process tests the circuit for compliance with industry standard design requirements, as specified in U S WEST's Technical Publication 77384. Notwithstanding the above, when CLEC requests an xDSL capable loop, Qwest must, upon request and consistent with the UNE Remand Order, provide CLEC with nondiscriminatory access to the underlying loop qualification information contained in its engineering records, plant records, and other back office systems so that CLEC can make its own judgments about whether a loop is suitable for the services that CLEC seeks to offer.

1.2.2.9 CLEC has four installation options available when ordering an Unbundled Loop. Depending upon the type of Loop ordered (analog or digital capable), the rates for the installation options will vary. Rates are contained in Exhibit A of this Amendment.

1.2.2.9.1 Basic Installation Option for Existing Service.

The Basic Installation option may be ordered for existing (reuse) service only. For an existing Qwest or other CLEC end user changing to CLEC, the Basic Installation option has no associated circuit testing. Qwest disconnects the Loop from its current termination and delivers it via the ITP to the point of demarcation. Qwest will notify CLEC when the work activity is complete. Basic Installation Rates apply for this option and are contained in Exhibit A of this Amendment.

1.2.2.9.2 Basic Installation with Performance Testing Option for New Service.

The Basic Installation with Performance Testing option is the minimum level of installation required for new service. For new service that has not previously existed, Qwest will complete the circuit wiring per the WORD document and/or the service order. Qwest will perform the required performance tests to ensure the new circuit meets the required parameter limits. The test results are recorded as benchmarks for future testing purposes. The test results are

forwarded to CLEC by Qwest. Basic Installation with Performance Testing rates apply for this option, to the extent the costs underlying such rates are not already included in TELRIC-based charges already imposed, and are contained in Exhibit A of this Amendment.

1.2.2.9.3 Coordinated Installation with Cooperative Testing Option.

The Coordinated Installation with Cooperative Testing option may be ordered for new or existing service. For an existing Qwest or other CLEC end user changing to CLEC, the Coordinated Installation option includes cooperative testing. CLEC has the option of designating a specific appointment time when the order is placed. If no appointment time is specified when the order is initiated, CLEC will provide such information to Qwest at least two (2) business days prior to the desired appointment time. At the appointment time, Qwest will disconnect the Loop from its current termination and deliver it to the point of demarcation in coordination with CLEC. Qwest will complete the required performance tests and perform other testing as requested by CLEC. Testing requested by CLEC that exceeds testing requirements contained in U S WEST's Technical Publication 77384 will be billed to CLEC. Test results will be recorded as benchmarks for future testing and will be forwarded to CLEC. Coordinated Installation with Cooperative Testing rates apply for this option and are contained in Exhibit A of this Amendment. The following are the performance tests generally performed by loop type:

- **2-Wire and 4-Wire Analog Loops**
  No, Opens, Grounds, Shorts, or Foreign Volts
  DC Continuity
  Insertion Loss = 0 to -8.5 dB at 1004 Hz
  Automatic Number Identification (ANI) when dial-tone is present

- **2-Wire and 4-Wire Non-Loaded Loops**
  No Load Coils, Opens, Grounds, Shorts, or Foreign Volts
  DC Continuity
  Insertion Loss = 0 to -8.5 dB at 1004 Hz
  Automatic Number Identification (ANI) when dial-tone is present

Digital Capable Loops

- **Basic Rate ISDN Capable Loops**
  No Load Coils, Opens, Grounds, Shorts, or Foreign Volts
  DC Continuity
  Insertion Loss = ≤ 40 dB at 40 kHz
  Automatic Number Identification (ANI) when dial-tone is present

- **DS1 Capable Loops**
  No Load Coils, Opens, Grounds, Shorts, or Foreign Volts
  DC Continuity

- **DS3 Capable Loops**
  Continuity Testing

- **ADSL Qualified Loops**
  No Load Coils, Opens, Grounds, Shorts, or Foreign Volts
  DC Continuity
  Insertion Loss = ≤ 41 dB at 196 kHz
  Automatic Number Identification (ANI) when dial-tone is present

1.2.2.9.4 Coordinated Installation without Testing for Existing Service.

Coordinated Installation without Testing may be ordered for 2-wire analog loop start or ground start Unbundled Loops. For an existing Qwest or other CLEC end user changing to CLEC, this option remains a procedure in which Qwest disconnects the Loop and delivers it via an ITP to the demarcation point. In addition, this procedure offers CLEC the ability to coordinate the conversion activity, allowing CLEC's end user to pre-plan for minimal service interruption. At CLEC's designated time, Qwest will contact CLEC with notification that the work activity is beginning. If no appointment time is specified when the order is initiated, CLEC will provide such information to Qwest at least 48 hours prior to the desired appointment time. At the appointment time, Qwest disconnects the Loop from its current termination and delivers it via an ITP to the point of demarcation. Once the work has been completed, Qwest will notify CLEC that the procedure has been completed. Coordinated Installation without Cooperative Testing rates apply for this option and are contained in Exhibit A of this Amendment.

1.2.2.10 Multiplexing of the Unbundled Loop. CLEC may order multiplexing for Unbundled Loops under the same multiplexing provisions and pricing as provided for UDIT, as described in the UDIT Section of this Amendment.

1.2.2.11 Unbundled Loops are provided in accordance with the specifications, interfaces and parameters described in U S WEST's Technical Publication 77384. Qwest's sole obligation is to provide and maintain Unbundled Loops in accordance with such specifications, interfaces and parameters. Qwest does not warrant that Unbundled Loops are compatible with any specific facilities or equipment or can be used for any particular purpose or service. Transmission characteristics may vary depending on the distance between CLEC's end user and Qwest's end office and may vary due to characteristics inherent in the physical network. Qwest, in order to properly maintain and modernize the network, may make necessary modifications and changes to the Unbundled Loops, ancillary and finished services in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Changes that affect network interoperability require advance notice pursuant to the Notices Section of the Agreement.

1.2.2.12 If there is a conflict between an end user (and/or its respective agent) and CLEC regarding the disconnection or provision of Unbundled Loops, Qwest will honor the direction of the end user.

(a) If the end user directs Qwest to disregard CLEC's order for Unbundled Loops without any solicitation from Qwest, CLEC will be responsible to pay the nonrecurring charge for the Unbundled Loop as set forth herein. If Qwest has not undertaken any activities to provision a loop prior to the end user's direction

to disregard the Order, then such nonrecurring charge shall not be imposed. A charge as reflected and to the extent provided for in the Proof of Authorization Section of the Agreement will also be billed to CLEC.

(b) If the end user directs Qwest to disregard CLEC's order for Unbundled Loops, and the end user's Loop has been disrupted in accordance with CLEC's order, the end user's service will be reconnected to the original local service provider.

1.2.2.13 Facilities and lines furnished by Qwest on the premises of CLEC's end user up to and including the NID or equivalent are the property of Qwest. Qwest must have access to all such facilities for network management purposes. Qwest's employees and agents may enter said premises at any reasonable hour to test and inspect such facilities and lines in connection with such purposes or upon termination or cancellation of the Unbundled Loop service to remove such facilities and lines.

1.2.2.14 Unbundled Loops include the facilities between the Qwest distribution frame (or its equivalent) in Qwest's central office up to and including the loop demarcation point at CLEC's end user premises.

1.2.2.15 When requested by Qwest, CLEC must submit a disconnect order to Qwest on Unbundled Loop services where the Loop has been relinquished by an end-user and that Loop is required by Qwest or another CLEC to provide service to that end-user location. The CLEC's obligation to submitted a disconnect order, pursuant to this Section, shall be subject to Qwest compliance in accordance with the Letter of Authorization Section of the Agreement.

1.2.3 Rate Elements

1.2.3.1 Analog - 2 and 4 wire voice grade. Unbundled analog Loops are transmission paths capable of carrying analog voice frequency signals from the network interface (NI) on the end user's premises to a Qwest Central Office Network Interface (CO-NI). Unbundled analog Loops may be provided using a variety of transmission technologies, including but not limited to, metallic wire, metallic wire based digital loop carrier and fiber optic fed digital carrier systems. Such technologies are used singularly or in tandem in providing Loops. Direct Current (DC) continuity is not inherent in this service.

1.2.3.2 Non-Loaded - 2 and 4 wire Non-Loaded Loops. Unbundled Non-Loaded Loops are transmission paths capable of carrying specifically line coded digital signals from the NI on an end user's premises to a Qwest CO-NI. Unbundled Non-Loaded Loops use only metallic wire facilities. Based on the pre-order loop make-up, CLEC can determine if the circuit can meet the technical parameters set forth for the specific service. When ordering, CLEC may request any line conditioning/unloading that it determines is necessary to provide the service it seeks to offer. If applicable, charges shall apply for line conditioning/unloading cable pairs in the event that Non-Loaded Loops are not available.

1.2.3.3 Digital Capable Loops - Basic rate ISDN and DS1 capable Loops. Basic rate ISDN and DS1 Loops should only be requested when the 2/4 wire non-loaded Loop

is either not available or the non-loaded Loop does not meet the technical parameters of CLEC's service(s). Unbundled digital Loops are transmission paths capable of carrying specifically formatted and line coded digital signals from the NI on an end user's premises to a Qwest CO-NI. Basic Rate ISDN and DS1 unbundled digital Loops may be provided using a variety of transmission technologies including but not limited to metallic wire, metallic wire based digital loop carrier and fiber optic fed digital carrier systems. DS3 capable loops will be provided on a fiber optic transmission technology. Qwest will determine the specific transmission technology by which the Loop will be provided subject to any restrictions on such discretion imposed by law. Such technologies are used singularly or in tandem in providing service. DC continuity is not inherent in this service. Qwest may recover the cost of any line conditioning requested by CLEC to the extent such costs are not already included in TELRIC-based charges already imposed and in accordance with applicable FCC or state commission rules.

1.2.3.4 Unbundled Loop recurring monthly rates for Digital Capable Loops, including Basic rate ISDN, DS1 and DS3 capable Loops, including Extension Technology recurring charges, are described in Exhibit A.

1.2.3.5 Unbundled Loop non-recurring charges for Digital Capable Loops, including Basic rate ISDN, DS1 and DS3 capable Loops - described in Exhibit A include the following:

a) Installation charges;

b) Conditioning charge.

1.2.4 Ordering Process

1.2.4.1 All Unbundled Loops are ordered via an LSR. Ordering processes are contained in the Access to Operational Support Systems (OSS) Section of this Amendment.

1.2.4.2 Prior to placing orders on behalf of the end user, CLEC shall be responsible for obtaining and have in its possession a Proof of Authorization as set forth in the Agreement or any other authorization permitted under law.

1.2.4.3 Based on the loop make-up information provided by Qwest, CLEC can determine if the circuit can meet the technical parameters set forth by the specific service.

1.2.4.4 The installation intervals for the Analog, Non-Loaded Loops and Digital Capable Loops are defined below. Qwest shall provide CLEC with UNEs in the same time and manner as Qwest provides to itself (under comparable conditions and circumstances) in the provision of Telecommunications Services notwithstanding the intervals set out below. The interval will start when Qwest receives a complete and accurate Local Service Request (LSR). This date is considered the start of the service interval if the order is received prior to 3:00 p.m. The service interval will begin on the next business day for service requests received after 3:00 p.m. This interval may be impacted by order volumes and load control considerations, but only to the extent reasonably and demonstrably necessary and on a nondiscriminatory basis. If more than

twenty-five orders are issued at the same address, the request will be handled on an individual case basis.

1.2.4.5 Installation intervals for Unbundled Loops apply when facilities and/or network capacity is in place. In addition, exceptions may occur in the event of central office conversions, system outages, severe weather conditions, and during emergency preparedness situations. Under these circumstances, service intervals will be quoted on an individual case basis (ICB).

1.2.4.6 The following service intervals have been established for voice grade 2-wire and 4-wire analog Unbundled Loops:

		High Density	Low Density
a)	1-8 lines	5 business days	6 business days
b)	9-16 lines	6 business days	7 business days
c)	17-24 lines	7 business days	8 business days

1.2.4.7 The following service intervals have been established for 2-wire and 4-wire non-loaded, ISDN capable, DS1 capable and xDSL qualified Unbundled Loops.

		High Density	Low Density
a)	1-8 lines	5 business days	8 business days
b)	9-16 lines	6 business days	9 business days
c)	17-24 lines	7 business days	10 business days

1.2.4.8 The following service intervals have been established for DS3 capable Unbundled Loops:

		High Density	**Low Density**
a)	1-3 lines	7 business days	9 business days
b)	4 or more	ICB	ICB

1.2.4.9 Omitted for numbering consistency.

1.2.4.10 When ordering Unbundled Loops, CLEC is responsible for obtaining or providing facilities and equipment that are compatible with the service.

1.2.5 Maintenance and Repair

1.2.5.1 CLEC is responsible for its own end user base and will have the responsibility for resolution of any service trouble report(s) from its end users. CLEC will perform trouble isolation on the Unbundled Loop and any associated ancillary services prior to reporting trouble to Qwest. Qwest will work cooperatively with CLEC to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of Qwest's network. The Parties will cooperate in developing mutually acceptable test report standards. When the trouble is not in Qwest's network, but is in CLEC's network, CLEC shall be assessed the applicable tariffed time and materials charges.

When the trouble is in Qwest's network, Qwest will be assessed time and materials charges incurred by CLEC based upon Qwest's comparable time & materials charges.

1.2.5.2 Qwest will perform tests to isolate the service trouble. If no trouble is found, Qwest will notify CLEC. If the trouble is isolated to the Central Office, or a Qwest facility, Qwest will repair, without charge, as long as the trouble is not attributed to CLEC's Collocation equipment, cabling, and/or cross connects. If the trouble is attributed to CLEC's Collocation equipment, cabling or cross connects, Qwest will notify CLEC and charges will apply. If the trouble is on the end user's side of the NID, the trouble will be referred back to CLEC and charges will apply for trouble isolation.

1.2.5.3 When combining separately ordered elements or an element to collocated equipment, CLEC will have responsibility for testing its equipment, network facilities and the Unbundled Loop facility. If Qwest performs tests of the Unbundled Loop facility at CLEC's request, and the fault is not in Qwest's facilities, a trouble isolation charge shall apply. Maintenance and Repair processes are contained in the Access to Operational Support Systems (OSS) Section of this Amendment.

1.3 Sub-loop Unbundling

1.3.1 Description

1.3.1.1 A Sub-loop is defined as any portion of the loop that it is technically feasible to access in Qwest's terminals in outside plant, including, but not limited to an accessible terminal, pole, pedestal, Feeder Distribution Interface (FDI) or Minimum Point Of Entry (MPOE) including inside wire (owned by Qwest). An accessible terminal is any point on the Loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire within.

1.3.1.2 Sub-Loops shall be provided in accordance with FCC Rule 51.319(a)(2).

1.3.1.3 Sub-Loop Unbundling is only available after a Field Connection Point (FCP) has been installed at the technically feasible accessible terminal. The FCP provides a demarcation point for the termination of the Qwest-provided Sub-Loop and the necessary cross-connections to CLEC-provided facilities. The FCP shall be located in direct proximity to the Qwest Sub-Loop facility accessed by CLEC. The FCP shall be ordered pursuant to Section 1.3.7 below.

1.3.2 Two-Wire Unbundled Distribution Loop

1.3.2.1 The Two-Wire Unbundled Distribution Loop is a Qwest provided facility from the Qwest FCP at the FDI to the demarcation point or Network Interface Device (NID) at the end-user location. The Two-Wire Unbundled Distribution Loop includes, but is not limited to, distribution facilities that serve Multiple Dwelling Units (MDUs). The Two-Wire Unbundled Distribution Loop is suitable for local exchange-type services within the analog voice frequency range of 300 to 3000 Hz. CLEC obtains access to this unbundled element at the FDI or any other technically feasible accessible terminal through an established FCP arrangement, and at the end-user location through the NID.

1.3.3 DS1 Capable Unbundled Feeder Loop

1.3.3.1 DS1 Capable Unbundled Feeder Loop is a digital transmission path that is provisioned from a Qwest Central Office Network Interface, which consists of a DSX-1 panel or equivalent, to the Fiber Distribution Interface (FDI) or any other technically feasible accessible terminal at the FCP.

1.3.3.2 The DS1 Capable Unbundled Feeder Loop transports bi-directional DS1 signals with a nominal transmission rate of 1.544 Mbit/s.

1.3.4 Terms and Conditions

1.3.4.1 Access to unbundled loop elements may be made, to the extent technically feasible, through the use of the Field Connection Point Process at any technically feasible accessible terminal.

1.3.4.2 CLEC obtains access to the DS1 Capable Unbundled Feeder Loop at the Qwest Wire Center through established Collocation arrangements, and at the technically feasible accessible terminal through the FCP. The CLEC must provide the necessary space and meet all premise requirements noted in the DS1 Capable Sub-Loop technical publication.

1.3.4.3 Standard access to a Sub-Loop will be at the any technically feasible accessible terminal through the establishment of a Field Connection Point (FCP). Non-standard access will be submitted via the Bona Fide Request (BFR) process.

1.3.5 Rate Elements

1.3.5.1 Sub-Loop Non-Recurring Charge - CLEC will be charged a non-recurring basic installation charge pursuant to Exhibit A for each Sub-Loop ordered by CLEC.

1.3.5.2 Sub-Loop Recurring Charge - The CLEC will be charged a monthly recurring charge pursuant to Exhibit A for each Sub-Loop ordered by CLEC.

1.3.5.3 Sub-Loop OSS Charge - The CLEC shall be charged, unless prohibited by law, pursuant to Exhibit A to recover the cost of the OSS modifications necessary to provide CLEC access to portions of Qwest's feeder and distribution network facilities on an unbundled, sub-loop basis.

1.3.5.4 Sub-Loop Trouble Isolation Charge - CLEC will be charged a Trouble Isolation Charge pursuant to the Operational Support Systems (OSS) Trouble Isolation Section when trouble is reported but not found on the Qwest facility. CLEC may also require Qwest to pay CLEC's reasonable costs incurred when CLEC investigates a Qwest trouble report and trouble is found in Qwest's facility, based on Qwest's comparable tariffed time and materials charges.

1.3.6 Ordering

1.3.6.1 CLEC may only submit orders for Sub-loop elements after the FCP is in place. CLEC will use the termination information provided to them at the completion of the FCP on the LSR for Sub-Loops.

1.3.6.2 CLEC can order sub-loop elements through the Operational Support Systems described in the Operational Support Systems (OSS) Section of this Amendment.

1.3.6.3 CLEC shall identify Sub-loop elements by Network Channel/Network Channel Interface (NC/NCI) codes, available in U S WEST's Technical Publication 77405.

1.3.7 Field Connection Point Description

1.3.7.1 Field Connection Point allows CLEC to interconnect with Qwest outside of the central office location where it is technically feasible. Field Connection Point allows CLEC to access Unbundled Sub-Loops. The Field Connection Point must be in place before Sub-Loop orders are processed. Access to FCP's at any technically feasible accessible terminal are generally available. Requests for other Field Connection Point configurations will be considered on an individual case basis. The only use of the FDI Field Connection Point is to provide access to Qwest Sub Loops.

1.3.7.2 Feeder Distribution Interface (FDI) Field Connection Point – A FDI Field Connection Point arrangement requires CLEC to build and place their equipment adjacent or within close proximity to the Qwest FDI location. Qwest will place a cable between the field connection point and Qwest's Feeder Distribution Interface. Qwest will perform the splice at the Field Connection Point. Each Provider will only have access to its own facilities. CLEC will have access to the FCP for maintenance purposes.

1.3.8 Terms and Conditions

1.3.8.1 With the exception specified in subparagraph (a) below, Qwest is not required to build additional space for the purpose of accessing sub-loop elements. Qwest shall not preclude CLEC from constructing its own facilities adjacent to Qwest's facilities. CLEC shall obtain any necessary authorizations or rights of way required and shall coordinate its facility placement with Qwest, when placing their facilities adjacent to Qwest's facilities. Obstacles that CLEC may encounter from cities, counties, electric power companies, property owners and similar third parties, when it seeks to interconnect its equipment at Sub-loop access points, will be the responsibility of CLEC to resolve with the municipality, utility, property owner or other third party.

(a) If CLEC seeks access to Two-Wire Unbundled Distribution Loops that serve an MDU, and there is no accessible MPOE or other accessible terminal to which CLEC can access such subloop elements, and Qwest and CLEC are unable to negotiate a reconfigured single point of interconnection to serve the MDU, Qwest will, at CLEC's election, construct a single point of access at or near the property line of the MDU that is fully accessible to and suitable for CLEC. In such instance, CLEC shall pay Qwest a nonrecurring charge according to Exhibit A.

1.3.8.2 The optimum point and method to access Sub-Loop elements will be determined during the Field Connection Point process. The Parties agree that they will not have direct access to the other Party's network. The Parties recognize a mutual obligation to interconnect in a manner that maintains network integrity, reliability, and security.

1.3.8.3 If the Parties are unable to reach an agreement on the design of the FCP through the Field Connection Point Process, the Parties may utilize the Dispute Resolution process in the Agreement, and in any event, the Parties agree to seek resolution on an expedited basis.

1.3.8.4 CLEC must identify the size and type of cable that will be terminated in the Qwest FCP location. Qwest will terminate the cable into the Qwest FDI or other technically feasible accessible terminal if termination capacity is available. If termination capacity is not available, Qwest will expand the FDI or technically feasible accessible terminal at the request of CLEC. The CLEC will be responsible for placing the cable from the Qwest FCP to their equipment. Qwest will perform all of the initial splicing at the FCP.

1.3.8.5 CLEC must arrange for power to its own equipment.

1.3.8.6 If Qwest denies a request for access to an terminal, Qwest will provide to CLEC documentation stating why the request was denied during the feasibility quote process. If Qwest determination is disputed, Qwest will have the burden of supporting its denial, under expedited proceedings, in accordance with the Dispute Resolution Section of the Agreement.

1.3.8.7 CLEC may cancel a Field Connection Point request prior to the completion of the request by Qwest by submitting a written request by certified mail to the Qwest Account Manager. CLEC shall be responsible for payment of all costs incurred by Qwest.

1.3.9 Rate Elements

1.3.9.1 Feeder Distribution Interface Field Connection Point – CLEC will complete a Field Connection Point request form. Qwest will develop a quote for the work to be performed based on the information provided by CLEC on the Request Form. Qwest will recover the Field Connection Point cost through individual case basis non-recurring charges, unless specific charges for such costs have been or are developed by the state commission.

1.3.9.2 Feasibility Fee – Qwest will charge a reasonable feasibility fee to recover the cost of reviewing the site and engineering work that must be completed to determine if a site is available.

1.3.9.3 Quote Preparation Fee - Qwest will charge a fee to recover all reasonable cost associated with developing a Field Connection Point quote.

1.3.9.4 Construction Fee – Qwest will charge a fee to recover all cost for building the Field Connection point. This fee will cover the cost of augmenting the FDI location so that three CLECs can interconnect at that point. If CLEC is the first provider in the FDI-FCP, it will pay the quoted price. If CLEC is the second provider in the FDI-FCP, it will pay the initial CLEC 50% of Qwest's quoted price. If CLEC is the third CLEC in the FDI-FCP, it will pay each of the original two CLECs 17% of Qwest's quoted price. If CLEC is the first provider in the FDI-FCP, Qwest will withhold access to that FDI-FCP to subsequent requesting providers until Qwest receives notification from CLEC that CLEC has received its appropriate payment (as described in this paragraph) from the subsequent requesting provider.

1.3.10 Repair and Maintenance

Qwest will maintain all of its facilities and CLEC is responsible for maintaining its terminal blocks and tie cables. This provision is without prejudice to the rights and obligations of the Parties.

1.3.11 Ordering – Field Connection Point

1.3.11.1 CLEC shall submit a Field Connection Point Request Form to a Qwest Account Representative. The Field Connection Point Request Form must be completed in its entirety.

1.3.11.2 Upon receipt of the Field Connection Point Request Form, Qwest will initiate a feasibility study and FCP quote. Within thirty (30) calendar days from receipt of correctly completed Field Connection Point Request Form, Qwest will notify CLEC if a location is technically feasible and Qwest will develop and send a quote. The Feasibility Study and quote will be valid for thirty (30) calendar days from feasibility and quote notification.

1.3.11.3 Qwest will construct the FCP within 120 calendar days of receipt of payment from CLEC.

1.3.11.4 After construction is complete, CLEC will be notified of its termination location which will be used for ordering Sub-Loops.

1.4 Line Sharing

Line Sharing shall be provided in accordance with the Interim Line Sharing Agreement upon CLEC's execution of such Agreement.

1.5 Network Interface Device (NID)

1.5.1 Description

The NID provides an interface between Qwest's Loop facility and the end user's inside wire and is considered part of the Unbundled Loop facility. The modular NID is divided into two components; one containing the over-voltage unit (protector), buried service wire and drop terminals; the other containing the end user's inside wire, the inside wire terminals and a modular plug which connects the inside wire to the dial tone source. The non-modular NID is a protector block with the inside wire terminated directly on the dial-tone source. The NID provides a protective ground connection, provides protection against lightning and other high voltage surges and is capable of terminating cables such as twisted pair cable. If CLEC orders Unbundled Loops on a reuse basis, the existing drop and Qwest's NID will remain in place and continue to carry the signal to the end user's equipment.

1.5.2 Terms and Conditions

1.5.2.1 If CLEC places its own drop, CLEC will install its own NID. However, CLEC can use the existing Qwest NID to terminate its drop if space permits, otherwise a new NID is required. If CLEC installs its own NID, CLEC may connect its NID to the Qwest NID by placing a cross-connect between the two. When provisioning a NID to NID connection, CLEC will isolate the Qwest facility in the NID by unplugging the modular unit. If CLEC requires that a non-modular unit be replaced with a modular NID, Qwest will perform the replacement and charges will be assessed for the NID and time associated with the request. If CLEC is a facility based provider up to and including its NID, the Qwest facility currently in place, including the NID, will remain in place. At no time should either Party remove the other Party's facilities from the other Party's NID.

1.5.2.2 Qwest will retain sole ownership of the Qwest NID and its contents on Qwest's side. Qwest is not required to proactively conduct NID change-outs, on a wide scale basis. However, Qwest will change the NID on an individual request basis. Qwest is not required to inventory NID locations on behalf of CLEC.

1.5.3 Rate Elements

1.5.3.1 If CLEC requests a non-modular unit to be replaced with a modular NID, Qwest will do so. Charges will be assessed for the NID and the technician's installation and travel time. Any costs associated with Qwest's connection of CLEC's NID to Qwest's NID will be charged to CLEC. This is a nonrecurring charge and is contained in Exhibit A of this Amendment.

1.5.3.2 Recurring rates for the single tenant NID are contained in Exhibit A of this Amendment. If CLEC orders an Unbundled Loop, the recurring NID rate is included as part of the Unbundled Loop rate.

1.5.4 Ordering Process

1.5.4.1 When CLEC submits an LSR for an Unbundled Loop, CLEC will indicate in the Loop Service form if a modular NID is required at the end user's location. Stand-alone NIDs are ordered using the remarks section of the LSR form. Ordering processes

and installation intervals are contained in the Access to Operational Support Systems (OSS) Section of this Amendment.

1.5.5 Maintenance and Repair

1.5.5.1 If Qwest is dispatched to a location and finds the existing protector in a state of disrepair, the protector will be replaced with a new modular NID at no cost to CLEC. If Qwest is dispatched to an end user's location on a maintenance issue and finds the modular NID to be defective, Qwest will replace the defective element or, if beyond repair, the entire device. Maintenance and Repair processes are contained in the Access to Operational Support Systems (OSS) Section of this Amendment.

1.6 Unbundled Dedicated Interoffice Transport (UDIT)

Qwest shall provide Unbundled Dedicated Interoffice Transport (UDIT) in a non-discriminatory manner according to the following terms and conditions.

1.6.1 Description

1.6.1.1 Unbundled Dedicated Interoffice Transport (UDIT) provides CLEC with a network element of a single transmission path between two Qwest Wire Centers in the same LATA and state. A UDIT can also provide a path between one CLEC in one Qwest Wire Center and a different CLEC in another Qwest Wire Center. Extended Unbundled Dedicated Interoffice Transport (EUDIT) provides CLEC with a bandwidth specific transmission path between the Qwest Serving Wire Center to CLEC's Wire Center or another Telecommunications Carrier's point of presence located within the same Qwest Serving Wire Center area. UDIT is a distance-sensitive, flat-rated bandwidth-specific interoffice transmission path designed to a DSX in each Qwest Wire Center. EUDIT is a flat-rated, bandwidth-specific interoffice transmission path. EUDIT and UDIT are available in DS0, DS1, DS3, OC-3, OC-12, or any other technically feasible bandwidths where facilities are available. CLEC can assign channels and transport its choice of voice or data. Specifications, interfaces and parameters are described in U S WEST's Technical Publication 77389.

1.6.1.2 An Unbundled Multiplexer is offered as a stand-alone element associated with UDIT. A 3/1 Multiplexer provides CLEC with the ability to multiplex the DS3 44.736 Mbps signal to 28 DS1 1.544 Mbps channels. The 3/1 Multiplexer, in conjunction with an ITP, provides a DS3 signal terminated at a demarcation point and 28 DS1 signals terminated at a demarcation point. A 1/0 Multiplexer provides CLEC with the ability to multiplex the DS1 1.544 Mbps signal to 24 DS0 64 Kbps channels. The 1/0 Multiplexer provides a DS1 signal terminated at a demarcation point and 24 DS0 signals terminated at a demarcation point.

1.6.2 Terms and Conditions

1.6.2.1 CLEC is responsible for performing cross connections at a demarcation point between UDIT, EUDIT and other unbundled loops, ancillary and finished services and transmission design work, including regeneration requirements for such connections.

1.6.2.2 CLEC must order all multiplexing elements and regeneration requirements with its initial installation for the 3/1 Multiplexer, including all 28 DS1s and the settings on the multiplexer cards. If options are not selected and identified on the order by CLEC, the order will be held until options are selected. For the 1/0 Multiplexer, the low side channels may be ordered as needed. Low Side Channelization charges are assigned as channels are ordered.

1.6.2.3 Collocation must exist at both ends of the UDIT. However, the Collocation at one end of the UDIT may be a third-party CLEC.

1.6.2.4 CLEC shall not use unbundled interoffice transport as substitutes for special or switched access services, except to the extent CLEC provides such services to its end users in association with local exchange services.

1.6.2.5 For DS1 EUDIT, Qwest may provide existing copper to CLEC's serving Wire Center. For EUDIT above DS1, Qwest provides an optical interface at the location requested by CLEC.

1.6.2.6 At the terminating location for each EUDIT, space shall be provided to Qwest for the necessary termination equipment.

1.6.2.7 EUDIT cannot traverse a Qwest Wire Center.

1.6.3 Rate Elements

1.6.3.1 DS1 UDIT rates are contained in Exhibit A of this Amendment and include the following elements:

a) DS1 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 1.544 Mbps termination at a DSX or DCS. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) DS1 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 1.544 Mbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS1 UDIT. The mileage is calculated between the originating and terminating offices.

c) DS1 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 1.544 Mbps between a Qwest Wire Center and CLEC Wire Center or IXC point of presence. This is a non-distance sensitive rate element.

d) DS1 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the DS1 service.

e) DS1 EUDIT Non-Recurring Charge. This one-time charge applies for the specific work activity associated with the installation of a DS1 EUDIT Facility.

1.6.3.2 DS3 UDIT rates are contained in Exhibit A of this Amendment and include the following elements:

a) DS3 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 44.736 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) DS3 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides an interoffice transmission path of 44.736 Mbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS3 UDIT. The mileage is calculated between the originating and terminating offices.

c) DS3 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 44.736 Mbps between a Qwest Serving Wire Center and CLEC's serving Wire Center or IXC point of presence. This is a non-distance sensitive element.

d) DS3 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the DS3 service.

e) DS3 EUDIT Facility Non-Recurring Charge. This one-time charge applies for the specific work activity associated with the installation of a DS3 EUDIT Facility.

1.6.3.3 DS0 UDIT rates are contained in Exhibit A of this Amendment and include the following elements:

a) DS0 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 64 Kbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) DS0 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 64 Kbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS0 UDIT. The mileage is calculated between the originating and terminating offices.

c) DS0 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the DS0 service.

1.6.3.4 OC-3 UDIT rates are contained in Exhibit A of this Amendment and include the following elements:

a) OC-3 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 155.52 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) OC-3 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 155.52 Mbps between Qwest Wire Centers. This is a distance sensitive element based on the V&H coordinates of the OC-3 UDIT. The mileage is calculated between the originating and terminating offices.

c) OC-3 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 155.52 Mbps between a Qwest Serving Wire Center and CLEC's serving Wire Center or IXC point of presence. This is a non-distance sensitive element.

d) OC-3 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the OC-3 service.

e) OC-3 EUDIT Facility Non-Recurring Charge. This one-time charge applies for the specific work activity associated with the installation of an OC-3 EUDIT Facility.

1.6.3.5 OC-12 UDIT rates are contained in Exhibit A of this Amendment and include the following elements:

a) OC-12 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 622.08 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) OC-12 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 622.08 Mbps between Qwest Wire Centers. This is a distance sensitive element based on the V&H coordinates of the OC-12 UDIT. The mileage is calculated between the originating and terminating offices.

c) OC-12 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 622.08 Mbps between a Qwest Serving Wire Center and CLEC's serving Wire Center or IXC point of presence. This is a non-distance sensitive element.

d) OC-12 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the OC-12 service.

e) OC-12 EUDIT Facility Non-Recurring Charge. This one-time charge applies for the specific work activity associated with the installation of an OC-12 EUDIT Facility.

1.6.3.6 Low Side Channelization (LSC) Charge. A recurring charge for low side multiplexed channel cards and settings at each end of the DS0 UDIT.

1.6.3.7 3/1 Multiplexing rates are contained in Exhibit A of this Amendment, and include the following:

a) Recurring Multiplexing Charge. The DS3 Central Office Multiplexer provides de-multiplexing of one DS3 44.736 Mbps to 28 1.544 Mbps channels.

b) Non-recurring Multiplexing Charge. One-time charges apply for a specific work activity associated with installation of the Multiplexing service.

1.6.3.8 1/0 Multiplexing rates are contained in Exhibit A of this Amendment, and include the following charges:

a) Recurring Multiplexing Charge. The DS0 Central Office Multiplexer provides de-multiplexing of one DS1 1.544 Mbps to 24 64 Kbps channels.

b) Non-recurring Multiplexing Charge. One-time charges apply for a specific work activity associated with installation of the Multiplexing service, including low side channelization of all 28 channels.

c) Low Side Channelization (LSC). A recurring charge for low side multiplexed channel cards and settings plus a non-recurring charge for each individual channelization provisioning.

1.6.4 Ordering Process

1.6.4.1 Ordering processes and installation intervals are as follows.

1.6.4.1.1 UDIT is ordered via the ASR process. Ordering processes are contained in the Access to Operational Support Systems (OSS) Section of this Amendment.

1.6.4.1.2 Prior to ordering DS3 (or above) UDIT or any EUDIT, CLEC must complete and submit a facilities inquiry form to determine the availability of the facility.

1.6.4.1.3 Standard installation intervals for UDIT are contained in the Interconnect & Resale Resource Guide (IRRG) and are the same as DS0, DS1 and DS3 designed intervals. The interval will start when Qwest receives a complete and accurate Access Service Request (ASR). This date is considered the start of the service interval if the order is received prior to 3:00 p.m. The service interval will begin on the next business day for service requests received after 3:00 p.m. The following service intervals shall apply, or a non-discriminatory interval, whichever is shorter.

Product	Services Ordered	Installation Commitments	Repair Commitments
Unbundled Dedicated Interoffice Transport (UDIT), UCCRE			
DS0	1 to 8	High Density: Five (5) Business Days Low Density: Six (6) Business Days	4 hrs. High Density 4 hrs. Low Density
	9 to 16	High Density: Six (6) Business Days Low Density: Seven (7) Business Days	4 hrs. High Density 4 hrs. Low Density
	17 to 24	High Density: Seven (7) Business Days Low Density: Eight (8) Business Days	4 hrs. High Density 4 hrs. Low Density
	25 or more	ICB	ICB
DS1	1 to 8	High Density: Five (5) Business Days Low Density: Eight (8) Business Days	4 hrs High Density 4 hrs Low Density
	9 to 16	High Density: Six (6) Business Days Low Density: Nine (9) Business Days	4 hrs High Density 4 hrs Low Density
	17 to 24	High Density: Seven (7) Business Days Low Density: Ten (10) Business Days	4 hrs High Density 4 hrs Low Density
	25 or more	ICB	4 hrs

Product	Services Ordered	Installation Commitments	Repair Commitments
Unbundled Dedicated Interoffice Transport (UDIT), UCCRE			
DS3	1 to 3 Circuits	High Density: Seven (7) Business Days Low Density: Nine (9) Business Days	4 hrs High Density 4 HRS LOW DENSITY
	4 or more Circuits	ICB	4 hrs
OC3 and Higher	1 or more Circuits	ICB	4 hrs

1.6.4.1.4 Subsequent changes to the quantity of services on an existing order will require a revised order. Also, additional charges apply for the following modifications to existing orders:

a) Service date changes;

b) Partial cancellation;

c) Design change; and

d) Expedited order.

1.6.4.1.5 An order may be canceled any time up to and including the service date. Cancellation charges will apply.

1.6.4.2 UDIT is ordered with basic installation. Qwest will notify CLEC when the work activity is complete.

1.6.4.3 UDIT 3/1 multiplexing is provisioned as a complete system with terminations at the demarcation point and all multiplexing cards. CLEC must order settings for all cards at the time of the multiplexing request.

1.6.4.4 For UDIT 1/0 multiplexing, the high side is fully provisioned with the order. The low side is provisioned when low side channels are ordered. Optional card settings are selected by CLEC at the time of the DS0 order.

1.6.4.5 Qwest will perform industry standard tests when installing UDIT service.

1.6.4.6 EUDIT requires coordinated testing.

1.6.5 Maintenance and Repair

1.6.5.1 The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. CLEC cross connections will be repaired by CLEC and Qwest cross connections will be repaired by Qwest. Maintenance and Repair processes are contained in the Access to Operational Support Systems (OSS) Section of this Amendment.

1.7 Unbundled Dark Fiber

1.7.1 Description

1.7.1 Unbundled Dark Fiber (UDF) is a deployed, unlit pair of fiber optic cable or strands that connects two points within Qwest's network. UDF is a single transmission path between two Qwest Wire Centers or between a Qwest Wire Center and an end user customer premise in the same LATA and state. UDF exists in two distinct forms: (a) UDF Interoffice Facility (UDF-IOF), which constitutes an existing route between two Qwest Wire Centers, and (b) UDF-Loop, which constitutes an existing loop between a Qwest Wire Center and either a fiber distribution panel located at an appropriate outside plant structure or an end-user customer premises. Qwest believes the UDF-Loop described above complies with existing FCC rules. To the extent CLEC wishes to obtain UDF-Loop in a manner other than as described above and consistent with FCC rules, the Parties shall negotiate the necessary terms, conditions and rates for such offering.

1.7.2 Terms and Conditions

1.7.2.1 Qwest will provide CLEC with non-discriminatory access to UDF-IOF and UDF-Loop. Qwest will provide UDF of at least the same quality as the fiber facilities that Qwest uses to provide service to its own end user customers within a reasonable and nondiscriminatory time frame.

1.7.2.2 Qwest may request Dark Fiber and the Parties will negotiate such agreement in good faith.

1.7.2.3 Qwest will provide CLEC with access to existing Dark Fiber facilities. CLEC shall be responsible for obtaining and connecting electronic equipment, whether light generating or light terminating equipment, to the Dark Fiber. Qwest will not remove, and CLEC shall be permitted to use, regenerating equipment that already exists in mid-span.

1.7.2.4 Qwest will provide Unbundled Dark Fiber to CLEC in increments of two strands (by the pair).

1.7.2.5 Qwest shall not have an obligation to unbundle Dark Fiber in the following circumstances:

a) Qwest will not unbundle Dark Fiber utilized for maintenance or reserved for maintenance spare. Qwest shall not reserve more than 5% of the fibers in a sheath for maintenance or maintenance spare.

b) Qwest will not unbundle Dark Fiber that, as of the day CLEC submits its order for Unbundled Dark Fiber, Qwest has already designated for use in an approved, or pending job on behalf of Qwest or another CLEC.

c) Qwest will not be required to unbundle Dark Fiber if Qwest demonstrates to Commission by a preponderance of the evidence that such unbundling would create a likely and foreseeable threat to its ability to provide its services as required by law. In such circumstances, Qwest shall be relieved of its unbundling obligations during the pendancy of the proceeding before Commission.

1.7.2.6 Qwest will provide CLEC with access to the existing Dark Fiber in its network in either single-mode or multi-mode. During the inquiry process, Qwest will inform CLEC of the availability of single-mode and multi-mode fiber.

1.7.2.7 Specifications, interfaces and parameters for Dark Fiber are described in U S WEST's Technical Publication 77383.

1.7.2.8 CLEC is responsible for trouble isolation before reporting trouble to Qwest.

1.7.2.9 CLEC shall not use UDF as a substitute for special or switched access services, except to the extent CLEC provides "a significant amount of local exchange traffic" to its end users over the UDF as set forth by the FCC.

1.7.2.10 Upon ninety (90) days advanced notification to CLEC, or as defined by Commission, Qwest reserves the right to reclaim in part or in whole, UDF previously obtained by CLEC. This condition would arise in those cases where Qwest demonstrates to the state Commission that it is in jeopardy of meeting or maintaining control of its obligation to provide services as required by law.

1.7.2.11 Qwest will not combine a Dark Fiber element with another Unbundled Network Element or Qwest services, or CLEC facilities. CLEC is responsible for connecting Dark Fiber with CLEC fiber optic terminal or other equipment.

1.7.2.12 CLEC must have Collocation at both ends of the UDF-IOF or at the Serving Wire Center of the UDF-Loop.

1.7.2.13 For UDF-Loop, CLEC is responsible for all work activities at the end-user premise. All negotiations with the premise end-user and or premise owner are solely the responsibility of CLEC.

1.7.2.14 For a UDF-Loop terminating at an existing end-user premise FDP, Qwest will provide to CLEC an optical "jumper", not to exceed 30 feet in length, connected to the Qwest UDF-Loop FDP.

1.7.2.15 CLEC is responsible for all permits, licenses, bonds, or other necessary legal authority and permission, at CLEC's sole expense, in order to perform its obligations to gain access to UDF at an outside plant structure. The CLEC shall contact all owners of public and private Rights-of-Way to obtain their permission required to perform the necessary work to access UDF. CLEC facilities shall be placed and

maintained in accordance with the requirements and specifications of applicable Fiber Communications Standards, the National Electrical code, the National Electrical Safety Code, the rules and regulations of the Occupational Safety and Health Act, and any governing authority having jurisdiction. Access to Right-of-Way shall be in accordance with the Access to Poles, Ducts, Conduit, and Right-of-Way Section of the Agreement.

1.7.2.16 The CLEC will incur all costs associated with returning the UDF to its original condition when they disconnect UDF.

1.7.3 Ordering Processes

Ordering processes and installation intervals are as follows:

1.7.3.1 Prior to placing an order for UDF, CLEC must first establish a Collocation arrangement in each of the necessary Qwest Wire Centers. In such case, CLEC must establish proper demarcation points as part of their collocation build in order to accommodate the UDF optical terminations.

1.7.3.2 The first step of the UDF ordering process is the inquiry process. The CLEC must submit a UDF inquiry through their account team. The UDF inquiry is used to determine the availability of UDF between the two requested locations, UDF-IOF or UDF-Loop. The CLEC must specify the two Qwest offices or End-user Premise location and the number of fibers requested. Qwest will inform CLEC of the availability of dark fiber that will meet CLEC's request, if any, within 10 business days or a non-discriminatory interval, whichever is shorter.

1.7.3.3 Based on CLEC's request (UDF-Loop or UDF-IOF), there are two possible scenarios.

Termination at a Mid-Point Structure

1.7.3.3.1 If spare fiber is available, and CLEC chooses to proceed, and the request is for UDF-Loop going to a mid-point structure such as a Controlled Environmental Vault (CEV), or Remote Terminal (RT), CLEC will submit the Field Verification Quote Preparation (FVQP) form. Qwest will prepare and submit to CLEC a quote along with the original FVQP within 20 business days of the submission of the FVQP form by CLEC. Quotes are on an Individual Case Basis (ICB) and will include costs and number of days required to provision the service.

1.7.3.3.2 Qwest will begin the provisioning process upon notification from CLEC to proceed and the receipt of 50% of the quoted amount. The notification to proceed is accomplished by completing, signing and returning the original FVQP to the account manager. The account manager will notify CLEC when provisioning is complete and the remaining quoted amount, the non-recurring charges, and recurring charges will be billed.

Termination at Qwest Wire Center or End-user Premise

1.7.3.3.3 If spare fiber is available, and CLEC chooses to proceed, and the request is for a UDF-IOF or a UDF-Loop going to a end-user premise, Qwest will begin the provisioning process upon notification from CLEC to proceed and the receipt of 50% of

the non-recurring charges. The notification to proceed is accomplished by completing, signing and returning the original inquiry request to the account manager. Provisioning of this type of request will take 20 business days or a non-discriminatory interval, whichever is shorter. The CLEC will be notified that provisioning is complete and the remaining non-recurring charges and associated recurring charges will be billed.

1.7.3.4 An order may be canceled any time up to and including the service date. Cancellation charges will apply.

1.7.4 Maintenance and Repair

1.7.4.1 The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. CLEC cross connections will be repaired by CLEC and Qwest cross connections will be repaired by Qwest. Maintenance and Repair processes are contained in the Access to Operational Support Systems (OSS) Section of this Amendment.

1.7.5 Rate Elements

1.7.5.1 Dark Fiber rates are contained in Exhibit A of this Amendment and include the following elements:

a) Initial Records Inquiry (IRI). This rate element is a pre-order work effort that investigates the availability of UDF. This is a one-time charge for each route check requested by CLEC. Qwest will bill CLEC the IRI immediately upon receipt of the inquiry.

b) Mid-Point Structure Inquiry (MPSI) (Loop only). This rate element is a pre-order records research effort that (1) includes IRI to determine the availability of UDF and (2) records research to locate the closest structure (CEV, Hut, etc.) along the Loop fiber route. Qwest will locate the closest point in which access is available (via an existing structure and FDP).

c) Field Verification and Quote Preparation (FVQP). This rate element is a pre-order work effort to estimate the cost of providing UDF access to CLEC at locations other than Qwest Wire Centers or an end-user premises. Qwest will prepare a quote which will explain what work activities, timeframes, and costs are associated with providing access to this FDP location. This quote will be good for 90 calendar days. This charge is not applied when the demarcation points are in a Wire Centers or an end-user premises.

1.7.5.2 The following rate elements are used once the availability of UDF has been established and CLEC chooses to access UDF.

1.7.5.2.1 Unbundled Dark Fiber - IOF Rate Elements

a) UDF-IOF Termination (Fixed) Rate Element. This rate element has both a recurring and non-recurring component and provides a termination at the interoffice FDP within the Qwest Wire Center. Two UDF-IOF terminations apply.

b) UDF-IOF Fiber Transport, (Per Mile) Rate Element. This recurring rate element provides a transmission path between Qwest Wire Centers. This is a mileage sensitive element based on the route miles of the UDF rounded up to the next mile.

c) UDF-IOF Fiber Cross-Connect Rate Element. This rate element has both a recurring and non-recurring component and is used to extend the optical connection from the IOF FDP to CLEC's optical demarcation point (ICDF). Two UDF-IOF fiber cross-connects apply.

1.7.5.2.2 Unbundled Dark Fiber - Loop Rate Elements

a) UDF-Loop Fiber Non-Recurring Charge: This rate element includes the termination and cross connects at both ends.

b) UDF-Loop Fiber Recurring Charge: This rate element include transport per pair calculated as the average mileage between the originating Qwest Wire Center and the End-user Premise and the terminations and cross connects at both ends.

1.8 Shared Interoffice Transport

Exhibit A contains both the UNE rates and market rates for this component of Unbundled Shared Transport. UNE Rates apply unless the end-user to be served has four access lines or more and the lines are located in density zone 1 in Metropolitan Statistical Areas (MSAs) specified below. In the latter circumstance, market rates apply. Qwest shall provide Shared Interoffice Transport in a non-discriminatory manner according to the following terms and conditions.

1.8.1 Description

1.8.1.1 Shared Transport is defined as interoffice transmission facilities shared by more than one carrier, including Qwest, between end office switches, between end office switches and tandem switches, and between tandem switches.

1.8.2 Terms and Conditions

1.8.2.1 Shared Transport is only provided with Unbundled Local Switch Ports and Unbundled Network Element-Platform (UNE-P), as described in the UNE Combinations Section. The existing routing tables resident in the switch will direct both Qwest and CLEC traffic over Qwest's interoffice message trunk network.

1.8.2.2 CLEC may custom route operator services or directory assistance calls to unique operator services/directory services trunks.

1.8.3 Rate Elements

1.8.3.1 Shared Transport will be billed on a minute-of-use basis in accordance with the rates described in Exhibit A. Exhibit A contains both the UNE rates and market rates for this component of Unbundled Shared Transport. UNE Rates apply unless the

end-user to be served has four access lines or more and the lines are located in density zone 1 in MSAs specified below. In the latter circumstance, market rates apply.

1.8.4 Ordering Process

1.8.4.1 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 CLEC. Installation intervals are incorporated in the Unbundled Line Port and are listed in the Interconnect and Resale Resource Guide.

1.8.5 Maintenance and Repair

1.8.5.1 Maintenance and Repair are the sole responsibility of Qwest.

1.9 Unbundled Customer Controlled Rearrangement Element (UCCRE)

Qwest shall provide Unbundled Customer Controlled Rearrangement Element (UCCRE) in a non-discriminatory manner according to the following terms and conditions.

1.9.1 Description

1.9.1.1 Unbundled Customer Controlled Rearrangement Element (UCCRE) provides the means by which CLEC controls the configuration of unbundled network elements (UNEs) or ancillary services on a near real time basis through a digital cross connect device. UCCRE utilizes the Digital Cross-Connect System (DCS). UCCRE is available in Qwest Wire Centers that contain a DCS and such DCS is UCCRE compatible.

1.9.2 Terms and Conditions

1.9.2.1 DCS ports are DS1, DS3 and Virtual Ports (Virtual Ports are for connecting one end user to another). The DCS port is connected to the demarcation point using tie cables via the appropriate DSX cross-connect panel. The DSX panel serves both as a "Design-To" point and a network interface at the DCS. CLEC is responsible for designing to the "Design-To" point. CLEC may connect the UCCRE ports to its elements or CLEC designated equipment. If CLEC desires DS0 port functionality, CLEC will order a DS1 UCCRE port and provide its own multiplexer (or DS1 UDIT multiplexers) and connect them together. This combination will form the equivalent of 24 DS0-level ports.

1.9.2.2 The reconfiguration of the service is accomplished at the DS0 signal level. Reconfiguration of these services can be accomplished through two methods: Dial Up or Attendant Access.

1.9.2.2.1 Dial Up Access. Qwest will provide access to mutually agreed upon UCCRE points in those offices where UCCRE is available. Qwest will provide and engineer this service in the same manner that it is currently provided to Qwest's end users.

1.9.2.2.2 Attendant Access. When CLEC requests Qwest to make changes on its behalf, an attendant access charge will apply per transaction.

1.9.3 Rate Elements

1.9.3.1 Recurring rate elements include:

a) DS1 Port;
b) DS3 Port;
c) Dial Up Access; and
d) Attendant Access.

1.9.3.2 Non-recurring rate elements include:

a) DS1 Port;
b) DS3 Port; and
c) Virtual Ports.

1.9.4 Ordering Process

1.9.4.1 Ordering processes and installation intervals are specified in the Interconnection and Resale Resource Guide and are the same as specified in the UDIT Section of this Amendment. UCCRE is ordered via the ASR process.

1.9.4.2 UCCRE is ordered with the Basic Installation option. Qwest will begin the work activity on the negotiated due date and notify CLEC when the work activity is complete. Test results performed by Qwest are not provided to CLEC.

1.10 Local Tandem Switching

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

1.10.1 Description

1.10.1.1 The local tandem switching element establishes a temporary transmission path between two other switches, but does not include the transport needed to complete the call. The local tandem switching element also includes the functions that are centralized in local tandem switches rather than in separate end office switches.

1.10.2 Terms and Conditions

1.10.2.1 If CLEC obtains its local tandem switching from a third party tandem provider, tandem to tandem connections will be required between Qwest and the third party tandem provider.

1.10.3 Rate Elements

1.10.3.1 A DS1 Trunk Port is a 4-wire DS1 trunk side switch port terminating at a DS1 demarcation point and incurs a non-recurring charge. Each DS1 Tandem Trunk

Port includes a subset of 24 DS0 channels capable of supporting local message type traffic and incurs a non-recurring charge to establish trunk group members.

1.10.3.2 Use of local tandem switching is billed on an originating per minute of use basis.

1.10.4 Ordering Process

1.10.4.1 Requests for DS1 Trunk Port(s) must be followed by separate order(s) to channelize trunk ports into DS0 trunk group and members as defined in the UDIT Section of this Amendment.

1.10.5 Maintenance and Repair

1.10.5.1 The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. CLEC cross connections will be repaired by CLEC and Qwest cross connections will be repaired by Qwest. Maintenance and Repair processes are contained in the Access to Operational Support Systems (OSS) Section of this Amendment.

1.11 Local Switching

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

1.11.1 Description

1.11.1.1 Unbundled Local Switching encompasses line-side and trunk-side facilities, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch include the basic switching function, as well as the same basic capabilities that are available to Qwest's end-users. Unbundled Local Switching also includes access to all vertical features that the switch is capable of providing, as well as any technically-feasible customized routing functions. Moreover, CLEC may purchase Unbundled Local Switching in a manner that permits CLEC to offer, and bill for, exchange access and termination of EAS/local traffic.

1.11.1.2 Qwest's trunk ports are utilized to access routing tables resident in Qwest's switch, as necessary to provide access to shared transport. Shared transport is described above.

1.11.1.3 Unbundled Local Switching also permits CLEC to purchase a dedicated trunk port on the local switch. CLEC may direct originating traffic to such a dedicated trunk via customized routing.

1.11.1.4 Line ports include:

a) Analog Line Port; and
b) Digital Line Port.

1.11.1.5 Trunk ports include:

a) DS1 Local Message Trunk Port.

1.11.1.6 The following are attributes of line ports:

a) Telephone Number;
b) Directory Listing;
c) Dial Tone;
d) Signaling (loop or ground start);
e) On/Off Hook Detection;
f) Audible and Power Ringing;
g) Automatic Message Accounting (AMA) Recording;
h) Access to 911, Operator Services, and Directory Assistance; and
i) Blocking Options (900 services).

1.11.1.7 Analog Line Port. The analog line port is a two wire interface on the line-side of the end office switch that is extended to the MDF. A separate ITP must be ordered for each analog line-side port to provide the connection from the MDF to the demarcation point. The analog line port enables CLEC to access vertical features.

1.11.1.8 Vertical features are software attributes on end office switches. Vertical features for the Analog Line Side Port are available separately as follows:

a) Call Hold;
b) Call Transfer;
c) Three Way Calling;
d) Call Pickup;
e) Call Waiting/Cancel Call Waiting;
f) Distinctive Ringing;
g) Speed Call Long – End-user Changeable;
h) Station Dial Conferencing;
i) Call Forwarding Busy Line;
j) Call Forwarding Don't Answer;
k) Call Forwarding Variable;
l) Call Forwarding Variable Remote;
m) CLASS Call Waiting ID;
n) CLASS Calling Name & Number;
o) CLASS Calling Number Delivery;
p) CLASS Calling Number Delivery Blocking;
q) CLASS Continuous Redial;
r) CLASS Last Call Return;
s) CLASS Priority Calling;
t) CLASS Selective Call Forwarding;
u) CLASS Selective Call Rejection;
v) CLASS Anonymous Call Rejection;
w) Call Park (Store & Retrieve); and
x) Message Waiting Indication A/V.

1.11.1.9 Digital Line Side Port (Supporting BRI ISDN)

1.11.1.9.1 Basic Rate Interface Integrated Services Digital Network (BRI ISDN) is a digital architecture that provides integrated voice and data capability

(2 wire). A BRI ISDN Port is a Digital 2B+D (2 Bearer Channels for voice or data and 1 Delta Channel for signaling and D Channel Packet) line-side switch connection with BRI ISDN voice and data basic elements. The BRI ISDN Port has interLATA and intraLATA (where available) carrier choice, access to 911 and Qwest Operator Services. For flexibility and customization, optional features can be added. BRI ISDN Port does not offer B Channel Packet service capabilities. The serving arrangement conforms to the internationally developed, published, and recognized standards generated by International Telegraph and Telephone Union (formerly CCITT).

1.11.1.9.2 Vertical features for the Digital Line Side Port supporting BRI/ISDN include the following:

a) 2 B & D;
b) 2 Primary Directory Numbers (PDNs);
c) Call Appearances – Two per Terminal;
d) Normal Ringing; and
e) Caller ID Blocking per call.

Additional Vertical Features in each switch are available on an individual case basis.

1.11.1.10 Digital Trunk Ports

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

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

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

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

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

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

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

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

1.11.1.11.1.4 PRI ISDN comes with the following standard features where technically feasible:

a) 2B+D;
b) Direct Inward Dialing (DID);
c) Direct Outward Dialing DOD);
d) Calling Number Identification;
e) Calling Number Identification Blocking –All Calls;
f) Circuit Switched Data or Voice Data.

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

1.11.1.11.1.6 DID service is offered with an analog or digital 2-way. If digital, the individual DS0s are 2-way trunks using advanced service that requires DID ports.

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

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

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

1.11.1.12 DS0 Analog Trunk Ports are available on an individual case basis.

1.11.2 Terms and Conditions

1.11.2.1 CLEC may purchase all vertical features that are loaded in Qwest's end office switch. CLEC may request features that are not activated in a Qwest end office switch utilizing the BFR process. If CLEC requests features that are loaded, but not activated in a Qwest end office switch, appropriate recurring and nonrecurring charges will apply.

1.11.2.2 Local switch ports include CLEC use of Qwest's signaling network for traffic originated from the line-side switching port. CLEC access to the Qwest signaling network shall be of at least the same quality as the access that Qwest uses to provide service to its own end-users.

1.11.2.3 CLEC shall be responsible for updating the 911/E911 database through Qwest's third party database provider for any unbundled switch port ordered.

1.11.2.4 The line-side port includes the connection between the end office switch and the MDF. The connection from the MDF to the demarcation point shall be an ITP provided by Qwest pursuant to the rates in Exhibit A. The trunk-side port includes the connection between the end office switch and the TMDF. The connection from the TMDF to the demarcation point shall be an ITP provided by Qwest pursuant to the rates in Exhibit A. The demarcation point for line-side and trunk-side ports shall be as described earlier in the UNE General Terms Section.

1.11.2.5 Unbundled Switching (and therefore Shared Transport) does not constitute a UNE, and is therefore not available at UNE rates when the end-user to be served with Unbundled Local Switching has four access lines or more and the lines are located in density zone 1 in FCC-specified MSAs throughout which Qwest provides nondiscriminatory, cost-based access to EELs.

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

MSA	CLLI	Wire Center Name
Denver	DNVRCOCH	Capitol Hill
	DNVRCOCP	Curtis Park
	DNVRCODC	Dry Creek
	DNVRCOMA	Denver Main
	DNVRCONO	Denver North
MPLS/St. Paul	MPLSSMNDT	Minn.Downtown
	STPLMNBE	St. Paul Beech
	STPLMNMK	St. Paul Market
Phoenix	PHNXAZMA	Phoenix Main
	PHNXAZNO	Phoenix North
Portland	PLTDOR69	Portland Capitol
Salt Lake City	SLKCUTMA	Salt Lake Main
Seattle/Tacoma	STTLWA06	Seattle Main
	STTLWAEL	Seattle Elliott

1.11.2.5.1.1 For end user customers located within the Wire Centers specified above, CLEC will determine whether end-users it intends to

serve with UNEs have four access lines or more in advance of submitting an order to Qwest for Unbundled Local Switching at UNE rates. If the end-user is served by four access lines or more, CLEC will not submit an order to Qwest for Unbundled Local Switching at UNE rates, unless Qwest does not provide EELs as an alternative.

1.11.2.5.2 For end user customers with four or more access lines located within the Wire Centers specified above, Qwest will charge market rates for Shared Transport in accordance with Exhibit A, unless Qwest does not offer EELs as an alternative.

1.11.2.5.3 UNE-P is not available for end user customers with four or more access lines located within the Wire Centers specified above, unless Qwest does not offer EELs as an alternative.

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

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

1.11.2.8 Additional line or trunk features not offered with the basic DID/PBX product, are available to CLEC on an individual case basis.

1.11.2.9 Additional arrangements not offered with the basic PRI product are available to CLEC on an individual case basis.

1.11.3 Rate Elements

1.11.3.1 Each port type described above will have a separate associated port charge, including monthly recurring charges and one-time non-recurring charges which are contained in Exhibit A of this Amendment. Exhibit A contains both the UNE rates and market rates for this component of Unbundled Local Switching. UNE Rates apply unless the end-user to be served has four access lines or more and the lines are located in density zone 1 in MSAs specified by the FCC throughout which Qwest provides EELs. In the latter circumstance, market rates apply.

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

1.11.3.3 Local usage will be measured and billed on minutes of use. Exhibit A contains both the UNE rates and market rates for this component of Unbundled Local Switching. UNE Rates apply unless the end-user to be served has four access lines or more and the lines are located in density zone 1 in MSAs specified by the FCC throughout which Qwest provides EELs. In the latter circumstance, market rates apply.

1.11.3.4 Vertical features will be offered as options for unbundled local switching at rates set forth in Exhibit A of this Amendment. Exhibit A contains both the UNE rates and market rates for this component of Unbundled Local Switching. UNE Rates apply

unless the end-user to be served has four access lines or more and the lines are located in density zone 1 in MSAs specified by the FCC throughout which Qwest provides EELs. In the latter circumstance, market rates apply.

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

1.11.4 Ordering

1.11.4.1 Ordering intervals for Unbundled Switch Ports and switch-activated Vertical Features are contained in the Interconnect & Resale Resource Guide, subject to Qwest's nondiscrimination requirements. This interval may be impacted by order volumes and load control considerations; but only to the extent reasonably and demonstrably necessary and on a nondiscriminatory basis. The interval will start when Qwest receives a complete and accurate Line Service Request/Access Service Request (LSR/ASR). This date is considered the start of the service interval if the order is received prior to 3:00 p.m. The service interval will begin on the next business day for service requests received after 3:00 p.m. This interval may be impacted by order volumes and load control considerations. The following service intervals apply subject to Qwest's nondiscrimination requirements.:

Product	Services Ordered	Installation Commitments	Repair Commitments
Unbundled Switching			
Unbundled Switching – Line Side Analog With Line Class Code (LCC) already supported in requested switch.	1 to 8	High Density: Five (5) Business Days Low Density: Six (6) Business Days	24 hrs. High Density 24 HRS. LOW DENSITY
	9-16	High Density: Six (6) Business Days Low Density: Seven (7) Business Days	24 hrs. High Density 24 hrs. Low Density
	17 to 24	High Density: Seven (7) Business Days Low Density: Eight (8) Business Days	24 hrs. High Density 24 hrs. Low Density
	25 or more	ICB	24 hrs.
Unbundled Switching – Line Side Analog – Existing – Vertical Feature(s) (Features change without inward line activity and not impacting the design of the circuit.)	1 to 19	Two (2) Business Days	24 hrs. OOS 46 hrs. AS
	20 to 39	Four (4) Business Days	24 hrs. OOS 48 hrs. AS
	40 or more	ICB	24 hrs. OOS 48 hrs. AS
Unbundled Switching – Line Side Analog New Line Class Code (LCC) ordered through customized routing		ICB	24 hrs.
Unbundled Switching – BRI-ISDN Line-side Port. With a Qwest standard configuration and Line Class Code (LCC) already supported in the requested switch	1 to 3 Lines	High Density: Seven (7) Business Days Low Density: ICB	24 hrs. High Density 24 hrs. Low Density
	4 or more	ICB	24 hrs.

Product	Services Ordered	Installation Commitments	Repair Commitments
Unbundled Switching – BRI-ISDN Line-side Port. With non-standard configuration and Line Class Code (LCC) already supported in the requested switch	1 to 3 Lines	High Density: Seventeen (17) Business Days (includes 10 days for complex translations.) Low Density: ICB	24 hrs. High Density 24 hrs. Low Density
	4 or more	ICB	24 hrs.
Unbundled Switching – BRI-ISDN Line-side Port. Non supported Line Class Code (LCC) ordered through Customized Routing		ICB	24 hrs.
Unbundled Switching – DS1 Trunk Port	1 to 8 Ports	High Density: Five (5) Business Days Low Density: Six (6) Business Days	24 hrs. High Density 24 hrs. Low Density
	9 to 16 Ports	High Density: Six (6) Business Days Low Density: Seven (7) Business Days	24 hrs. High Density 24 hrs. Low Density
	17 to 24 Ports	High Density: Seven (7) Business Days Low Density: Eight (8) Business Days	24 hrs. High Density 24 hrs. Low Density
	25 or more Ports	ICB	24 hrs.

Product	Services Ordered	Installation Commitments	Repair Commitments
Unbundled Switching – Message Trunk Groups • Translation questionnaire required • Routing to trunks is ordered separately as Customized Routing • DS1 trunk port & UDIT in place.	**High Density** 1 TO 24	Seven (7) Business Days	24 hrs.
	25 TO 48	Eight (8) Business Days	24 hrs.
	49 TO 72	Ten (10) Business Days	24 hrs.
	73 TO 96	Twelve (12) Business Days	24 hrs.
	97 TO 120	Fourteen (14) Business Days	24 hrs.
	121 TO 144	Fifteen (15) Business Days	24 hrs.
	145 TO 168	Sixteen (16) Business Days	24 hrs.
	169 TO 240	Eighteen (18) Business Days	24 hrs.
	241 OR MORE	ICB	24 hrs.
	LOW DENSITY 1 to 24	Eighteen (18) Business Days	24 hrs.
	25 TO 72	Nineteen (19) Business Days	24 hrs.
	73 TO 120	Twenty (20) Business Days	24 hrs.
	121 OR MORE	ICB	24 hrs.

Product	Services Ordered	Installation Commitments	Repair Commitments
Unbundled Switching – Two Way and DID Equivalent Group (add/change/increase) DS1 trunk port in place	1 TO 8 TRUNKS	High Density: Five (5) Business Days Low Density: Six (6) Business Days	24 hrs. High Density 24 hrs. Low Density
	9 TO 16 TRUNKS	High Density: Six (6) Business Days Low Density: Seven (7) Business Days	24 hrs. High Density 24 hrs. Low Density
	17 TO 24 TRUNKS	High Density: Seven (7) Business Days Low Density: Eight (8) Business Days	24 hrs. High Density 24 hrs. Low Density
	25 OR MORE TRUNKS	ICB	24 hrs.
Unbundled Switching – PRI-ISDN Capable Trunk-Side DS1 Trunk port in place	1 TO 8	High Density: Five (5) Business Days Low Density: Six (6) Business Days	4 hrs. High Density 4 hrs. Low Density
	9 TO 16	High Density: Six (6) Business Days Low Density: Seven (7) Business Days	4 hrs. High Density 4 hrs. Low Density
	17 TO 24	High Density: Seven (7) Business Days Low Density: Eight (8) Business Days	4 hrs. High Density 4 hrs. Low Density
	25 OR MORE	ICB	4 hrs.

1.11.4.2 Switch-activated Vertical Features shall be ordered using the LSR (Local Service Request) process as described in the Interconnect & Resale Resource Guide.

1.11.4.3 Non-switch activated Vertical Features shall be ordered using the BFR process. Qwest will provide the cost and timeframe for activation of the requested vertical feature(s) to CLEC within 15 days of receipt of the BFR as described in the Interconnect & Resale Resource Guide.

1.11.4.4 Non-switch resident Vertical Features shall be ordered using the BFR process. Qwest will provide information to CLEC on the feasibility of providing the vertical feature(s) within 15 days of receipt of the BFR as described in the Interconnect & Resale Resource Guide.

1.11.4.5 Unbundled local switch ports are required when ordering unbundled shared transport as described in the Interconnect & Resale Resource Guide.

1.11.5 Usage Billing Information

1.11.5.1 Exchange Access Service(s)

Qwest shall provide CLEC with usage information necessary to bill for interLATA and intraLATA exchange access in the form of either the actual usage or a negotiated or state-approved surrogate for this information.

1.11.5.2 Retail Service(s)

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

1.11.5.3 Reciprocal Compensation

Qwest shall provide CLEC with information to bill for reciprocal compensation for the transport and termination of telecommunications in the form of either terminating local/EAS usage data or a reasonable surrogate for this information.

1.12 Customized Routing

1.12.1 Description

1.12.1.1 Customized Routing permits CLEC to designate a particular outgoing trunk that will carry certain classes of traffic originating from CLEC's end-users. Customized routing enables CLEC to direct particular classes of calls to particular outgoing trunks which will permit CLEC 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.

1.12.1.2 CLEC may elect to route its end-user customers' traffic in the same manner as Qwest routes its end-user customers' calls using existing Qwest line class code(s). This option eliminates assignment and deployment charges applicable to new CLEC line class code(s) required for custom or unique CLEC routing requests.

1.12.2 Terms and Conditions

1.12.2.1 Customized Routing will be offered on a first-come, first-served basis.

1.12.2.2 CLEC has two options by which to route its end-user customers' calls.

(a) CLEC may elect to route all of its end-user customers' calls in the same manner as Qwest routes its end-user customers' calls. This option allows CLEC

to use the same line class code(s) used by Qwest and thus eliminates line class code(s) and deployment charges to CLEC.

(b) CLEC may elect to custom route its end-user customers' calls differently than Qwest routes its end user traffic. CLEC 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 CLEC line class code(s). If a CLEC 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.

1.12.2.3 In both option (a) and (b) above, CLEC shall provide comprehensive routing information associated with any routing request. Qwest will provide line class code(s) to CLEC for inclusion in CLEC's LSR (Local Service Request).

1.12.3 Rate Elements

1.12.3.1 Charges for development of a new CLEC line class code(s) for routing of Directory Assistance and Operator Services traffic is included in Exhibit A. All other custom routing arrangements shall be billed on an individual case basis for each custom routed request.

1.12.3.2 Charges for the installation of new line class codes for custom routing arrangements for directory assistance and operator services traffic is included in 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.

1.12.4 Ordering Process

1.12.4.1 CLEC shall issue a Service Inquiry form detailing its routing and facility requirements prior to a pre-order meeting with Qwest. Refer to the New Customer Questionnaire contained in the Interconnect & Resale Resource Guide for a copy of the Service Inquiry.

1.12.4.2 After the Service Inquiry form is completed and provided to Qwest, the pre-order meeting will be jointly established to provide Qwest with the comprehensive network plan, specific routing requirements and desired due dates.

1.12.4.3 Qwest will provide CLEC a detailed time and cost estimate thirty (30) business days after the pre-order meeting.

1.12.4.4 If custom routing is requested, CLEC shall submit a 50% deposit for the establishment and deployment of a new CLEC line class code(s). Qwest will assign a new CLEC line class code(s) and provide it to CLEC for inclusion in the LSR (Local Service Request) which CLEC will subsequently issue for deployment of the line class code(s) by Qwest.

1.12.4.5 If CLEC elects to route their end-users' calls in the same manner in which Qwest routes its end-user customers' calls, establishment and deployment charges for new CLEC line class code(s) will not apply. Qwest will assign existing Qwest line class code(s) and provide to CLEC for inclusion in the LSR (Local Service Request).

1.12.4.6 CLEC must place the associated trunk orders prior to the establishment or deployment of Line Class Codes in specific end offices.

1.12.5 Maintenance and Repair

Maintenance and Repair are the sole responsibility of Qwest. Maintenance and Repair processes are contained in the Access to Operational Support Systems (OSS) Section of this Amendment.

1.13 Access to Signaling

1.13.1 Description

1.13.1.1 Qwest will provide CLEC with non-discriminatory access to signaling networks, including signaling links and Signaling Transfer Points (STP). Access to Qwest's signaling network provides for the exchange of signaling information between Qwest and CLEC necessary to exchange traffic and access call-related databases. Signaling networks enable CLEC the ability to send SS7 messages between its switches and Qwest's switches, and between CLEC's switches and those third party networks with which Qwest's signaling network is connected. CLEC may access Qwest's signaling network from CLEC's switch via unbundled transport elements between CLEC's switch and Qwest STPs. CLEC may access Qwest's signaling network from each of its switches via a signaling link pair between its switch and the Qwest STPs. CLEC may make such connection in the same manner as Qwest connects one of its own switches to STPs. The Common Channel Signaling used by the parties shall be Signaling System 7.

1.13.1.2 Common Channel Signaling Access Capability/Signaling System 7 (CCSAC/SS7) provides multiple pieces of signaling information via the SS7 network. This signaling information includes, but is not limited to, specific information regarding calls made on associated Feature Group D trunks and/or LIS trunks, Line Information Database (LIDB) data, Local Number Portability (LNP), Custom Local Area Signaling Services (CLASS), 8XX set up information, Call Set Up information and transient messages.

1.13.1.3 Optional Features of CCSAC/SS7 are dependent on specific CLEC design requirements as well as the existence of adequate transport facilities. Transport facilities must be in place to accommodate Call Set Up of related Feature Group D and/or LIS messages, transient messages, and other ancillary services (*e.g.*, LIDB data and 8XX set up information).

1.13.2 Terms and Conditions

1.13.2.1 All elements of the unbundled CCSAC/SS7 arrangement will be developed on an individual case basis based on CLEC's design requirements. All of CLEC's unbundled design elements are subject to facility requirements identified below.

1.13.2.2 At a minimum, transport facilities must exist from CLEC's Point of Presence or Signaling Point of Interface (SPOI) to the identified Qwest STP location. Unbundled transport facilities to accommodate CCSAC/SS7 signaling may be developed using Unbundled Network Elements (UNEs) as defined in this Section.

1.13.2.3 CLEC's CCSAC/SS7 design requirements will include, but are not limited to:

1.13.2.3.1 STP Port - This element is the point of termination to the signal switching capabilities of the STP. Access to a Qwest STP Port is required at a DS0 level.

1.13.2.3.2 Specific Point Code detail including the identification of CLEC's Originating, Destination and Signaling Options (*i.e.*, ISDN User Part [ISUP] or Transaction Capabilities Application Part [TCAP] requirements).

1.13.2.3.3 All signaling routing requirements will be identified in CLEC's design. CLEC will provide industry standard codes identifying Qwest end offices, tandems, sub-tending end offices and STPs that will be included in the designed unbundled signaling arrangement.

1.13.2.4 The CCSAC/SS7 unbundled arrangement must meet the following requirements:

1.13.2.4.1 Both Qwest and CLEC are obligated to follow existing industry standards as described in Bellcore documents including but not limited to GR-905 CORE, GR-954-CORE, GR-394-CORE and U S WEST's Technical Publication 77342.

1.13.2.4.2 CLEC's switch or network SS7 node must meet industry and Qwest certification standards.

1.13.2.4.3 Unbundled transport facilities must be provisioned at a minimum DS1 capacity at CLEC's Point of Presence or SPOI. This facility must be exclusively used for the transmission of network control signaling data.

1.13.2.4.4 Calling Party Number (CPN) will be delivered by CLEC to Qwest in accordance with FCC requirements.

1.13.2.4.5 Carrier Identification Parameter (CIP) will be delivered by CLEC to Qwest in accordance with industry standards, where technically feasible.

1.13.2.4.6 Provisions relating to call related databases (*i.e.*, 8XX, LIDB, Advanced Intelligent Network (AIN), etc.) are contained in other Sections of this Amendment or the Agreement.

1.13.3 Rate Elements

Rates and charges for the unbundled CCSAC/SS7 elements will be assessed based on CLEC's specific design requirements. Both nonrecurring and monthly recurring rates may be applicable. Message rating applies to all messages traversing the Qwest signaling network. Messages which are transient in nature (not destined for Qwest databases) will be assessed message rates. Pricing detail is provided in Exhibit A of this Amendment. Rate elements for unbundled CCSAC/SS7 elements are:

1.13.3.1 Nonrecurring Rates. CCSAC Option Activation Charge – Assessed for adding or changing a point code in the signaling network. Qwest will charge CLEC based upon its selection of either basic or database activation, as detailed in Exhibit A of this Amendment.

1.13.3.2 Recurring Rates

1.13.3.2.1 STP Port - a monthly recurring charge, per connection into the STP.

1.13.3.2.2 Signal Formulation Charge - a per call set up charge for formulating the ISUP message at a SS7 SP/SSP.

1.13.3.2.3 Signal Transport Charge - a per call set up request or data request charge for the transmission of signaling data between the local STP and an end office SP/SSP. This rate element includes separate charges for ISUP and TCAP messages.

1.13.3.2.4 Signal Switching Charge - a per call set up request or data request charge for switching an SS7 message at the local STP. This rate element includes separate charges for ISUP and TCAP messages.

1.13.4 Ordering

1.13.4.1 CCSAC/SS7 unbundled CLEC-designed elements will initially require design information from CLEC. Ordering for CCSAC/SS7 will be handled on an individual basis, using service activation meetings between CLEC and Qwest. CLEC will provide a Translation Questionnaire, Link Data Sheet and ASR during the service activation meetings.

1.13.4.2 Qwest will provide jeopardy notification, Design Layout Reports (DLR), Completion Notification and Firm Order Confirmation (FOC) in a non-discriminatory manner.

1.13.4.3 Due date intervals for CCSAC/SS7 will be established on an individual case basis.

1.13.5 Maintenance and Repair

The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. CLEC cross connections will be repaired by CLEC and Qwest cross connections will be repaired by Qwest. Maintenance and Repair processes are contained in the Access to Operational Support Systems (OSS) Section of this Amendment.

1.14 Advanced Intelligent Network (AIN) Services

1.14.1 Description

AIN services are offered and available as an enhancement to CLEC's SS7 capable network structure and operation of AIN Version 0.1 capable switches.

1.14.1.1 AIN Customized Services (ACS) - Allows CLEC to utilize Qwest's AIN service application development process to develop new AIN services or features. ACS is determined on an individual case basis. The elements are also combined on an individual case basis to meet CLEC's request. Services developed through the ACS process can either be implemented in Qwest's network or handed off to CLEC to be installed in its own network.

1.14.1.2 AIN Platform Access (APA) - This service allows CLEC to provide to its end users any AIN service that is deployed for CLEC utilizing the ACS process in Qwest's SCP. Qwest is responsible for the provisioning of these AIN services. CLEC will be able to populate data for provisioning of the Call Processing Records (CPRs) stored in the SCP for AIN services. The process to provision, modify or update information in the AIN databases is predominately manual.

1.14.1.3 AIN Query Processing (AQP) - TCAP queries are used to collect information from the AIN database for use in call processing of the AIN based services above. CLEC launches a query from an AIN capable switch over the SS7 network to the Qwest Signal Transfer Point (STP). This query is directed to Qwest's SCP to collect data for the response to the originating switch.

1.14.2 Terms and Conditions

1.14.2.1 AIN Customized Services (ACS) - Since each proposed service is unique and complex, when ACS is ordered, Qwest conducts a feasibility study which estimates the amount of time and cost necessary to develop the proposed service or enhancement. The charges associated with the feasibility analysis, development and implementation shall be established pursuant to the BFR process. The service is developed and tested in a Qwest lab environment. If the service is implemented in Qwest's network, it goes through network test prior to implementation.

1.14.2.2 AIN Platform Access (APA)

1.14.2.2.1 Prior to activation of the AIN feature, CLEC's switch point code must be activated for AIN processing on the CCSAC/SS7 link (described in the Access to Signaling Section) that is transporting the AIN query.

1.14.2.2.2 Qwest will provide requirements for data load preparation and delivery by CLEC.

1.14.2.2.3 In order to make AAOS service work, service logic must be loaded in the AIN application to provision an AIN service on the platform for CLEC. Qwest is responsible for provisioning the Call Processing Record (CPR) in the SCP.

1.14.2.2.4 Each end user line must be provisioned by the facility owner. CLEC is responsible for setting the AIN trigger in its switch.

1.14.2.2.5 AIN Query Processing. Qwest will certify and test CLEC's switch for AIN message transmission to assure quality performance as described in the Access to Signaling Section. Qwest and CLEC will test cooperatively.

1.14.3 Rate Elements

1.14.3.1 AIN Customized Services (ACS). Hourly rates are applicable for each component of the ACS service according to the estimates determined in the feasibility analysis. The specific charges for each component and the terms and conditions for payment shall be described in the BFR response described above.

1.14.3.2 AIN Platform Access (APA). APA is billed a monthly recurring and a one-time nonrecurring charge for each AIN feature activated, per telephone number.

1.14.3.3 AIN Query Processing. The AIN service rates will be developed and assessed in accordance with the specific service requested by CLEC.

1.14.4 Ordering

1.14.4.1 ACS is ordered on an individual case basis and is coordinated through the Qwest Account Manager and Product Manager. Due date intervals for the proposal phase are detailed below:

a) Within five business days of an inquiry, Qwest will provide CLEC with the Service Request Form.

b) Within ten business days of receiving the Service Request, Qwest will provide a written acknowledgment of receipt.

c) Within 15 business days of acknowledgment, Qwest will assess the Service Request and prepare for a meeting with CLEC to review the Service Request.

d) Qwest will be available to attend a Service Request Meeting within five business days of the completion of the assessment. The Service Request will be considered accepted once Qwest and CLEC come to an agreed-upon understanding of the service feature set and scope.

e) Within 30 business days of acceptance of the Service Request, Qwest will provide a response, the Service Evaluation, which includes an initial service evaluation and development time and cost estimates.

f) Within 90 business days of end-user approval of the Service Evaluation, Qwest will complete a Feasibility Analysis, which includes development time and costs.

Remaining deliverables are negotiated with CLEC so that mutually-agreeable due dates based on service complexity are established.

1.14.4.2 APA is ordered using the LSR form.

1.14.4.3 In the event that miscellaneous charges apply, they will be applied consistent with the application used for equivalent services ordered by Qwest end users.

1.14.4.4 Upon receipt of a complete and accurate LSR, Qwest will load CLEC records into the AIN database within ten days. Qwest will also establish translations at the STP to allow query access from CLEC switch within ten days.

1.14.4.5 Completion notification will be either by e-mail or by fax.

1.14.4.6 AIN Query Processing (AQP) – is specific to the service ordered and must be established at the time of the APA ordering process.

1.15 Interconnection to Line Information Database (LIDB)

1.15.1 Line Information Database (LIDB) Storage

1.15.1.1 Description -- LIDB Storage

1.15.1.1.1 Line Information Database (LIDB) stores various telephone line numbers and Special Billing Number (SBN) data used by operator services systems to process and bill Alternately Billed Services (ABS) calls. The operator services system accesses LIDB data to provide originating line (calling number), billing number and terminating line (called number) information. LIDB is used for calling card validation, fraud prevention, billing or service restrictions and the sub-account information to be included on the call's billing record.

1.15.1.1.2 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).

1.15.1.2 Terms and Conditions -- LIDB Storage

CLEC will provide initial data, add, update or delete data, and license said data to Qwest for placement in Qwest's LIDB. CLEC will provide and maintain necessary information to enable Qwest to provide LIDB services. CLEC will ensure, to the extent possible, the accuracy of the data provided to Qwest for storage in Qwest's LIDB, and supply updated and changed data in a timely manner.

1.15.1.3 Rate Elements -- LIDB Storage

LIDB Data Storage does not have a recurring charge. When electronic access becomes available, a one-time non-recurring fee may be charged for the initial load of CLEC's data into LIDB.

1.15.1.4 Ordering -- LIDB Storage

Qwest will be responsible for loading and updating CLEC's line records into the LIDB database from the data provided by CLEC. The establishment of CLEC line records will be provisioned through an interim manual process. Updates, adds, changes and deletions subsequent to the initial file for establishment must be e-mailed to Qwest. Emergency updates (adds, changes, deletes) may be faxed. CLEC is responsible for the accuracy of the data which is sent to Qwest. Inquiries from CLEC must be faxed to Qwest using the approved forms appropriate for the type of inquiry requested.

1.15.2 Line Validation Administration System (LVAS) Access

1.15.2.1 Description -- LVAS Access

1.15.2.1.1 LVAS is the comprehensive administrative management tool which loads the LIDB data and coordinates line record updates in Qwest's redundant LIDB databases. LVAS is the vehicle which audits stored information and assures accurate responses.

1.15.2.1.2 LVAS access is available only to facility-based CLECs.

1.15.2.2 Terms and Conditions -- LVAS Access

1.15.2.2.1 CLEC will provide Qwest with the following information:

a) The LIDB service requested (*i.e.*, calling name, calling cards, Originating Line Number Screening (OLNS), ABS, etc.);

b) CLEC's Revenue Accounting Office (RAO), Operating Customer Number (OCN), and/or Local Service Provider Identification (LSPI);

c) The NPA NXX and signaling point codes for the operator or end office switches from which queries are launched;

d) The identity of CLEC's SS7 provider for Number Portability, ABS, OLNS and calling name;

e) The identity of CLEC's operator services provider for ABS queries;

f) A forecast for changes in volumes of line records, both increases and decreases; and

g) The contact names and fax numbers of all CLEC personnel to be contacted for fraud notification and LIDB data administration.

1.15.2.2.2 CLEC will e-mail to Qwest all updates, adds, changes, and deletions to the initial file in ASCII format.

1.15.2.2.3 Within one business day of receipt of the file, Qwest will attempt to load the file into LVAS. If Qwest successfully loads the file into LVAS, the originator of CLEC's files will be notified by Qwest.

1.15.2.2.4 In the event that Qwest is not successful in loading the file because errors were detected, Qwest will e-mail the file back to CLEC with an error notice.

1.15.2.2.5 Reserved for future use.

1.15.2.2.6 Qwest will provide to CLEC the necessary methods and procedures when the LVAS electronic interface becomes available.

1.15.2.3 Rate Elements -- LVAS Access

1.15.2.3.1 LIDB Line Record Initial Load Charge - CLEC shall reimburse Qwest for all charges Qwest incurs relating to the input of CLEC's end user line record information, including the formatting of data so that it may be loaded into LVAS.

1.15.2.3.2 Mechanized Service Account Update - LVAS Access is the product which allows CLEC to add, update and delete telephone line numbers from the Qwest LIDB for CLEC's end users. Qwest will charge CLEC for each addition or update processed.

1.15.2.3.3 Individual Line Record Audit - CLEC may verify the data for a given ten digit line number using an inquiry of its end user data.

1.15.2.3.4 Account Group Audit - CLEC may audit an individual Account Group NPA-NXX.

1.15.2.4 Expedited Request Charge for Manual Updates - CLEC may request an expedited manual update to the LIDB database that requires immediate action (*i.e.* deny PIN number). Qwest shall assess CLEC an expedited request charge for each manual update.

1.15.2.5 Ordering - LVAS Access.

LVAS report queries from CLEC must be faxed to Qwest MIDAS center using the approved forms appropriate for the type of inquiry requested.

1.15.2.6 Billing - Line Validation Administration System (LVAS) Access

When electronic access becomes available, a per query rate may apply to each Mechanized Service Account Update, Individual Line Record Audit, Account Group Audit, and Expedited Request Charge for Manual Updates.

1.15.3 LIDB Query Service

1.15.3.1 Description - LIDB Query Service

1.15.3.1.1 LIDB Query Service provides information to query originators for use in processing Alternately Billed Services (ABS) calls. ABS call types include calling card, billed to third number, and collect calls.

1.15.3.1.2 On behalf of CLEC, Qwest will process LIDB queries from query originators (Telecommunications Carriers) requesting CLEC telephone line number data. Qwest allows LIDB query access through Qwest regional STPs.

1.15.3.2 Terms and Conditions - LIDB Query Service

1.15.3.2.1 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).

1.15.3.2.2 The application data needed for processing LIDB data are formatted as Transaction Capabilities Application Part (TCAP) messages. TCAP messages may be carried as an application level protocol using SS7 protocols for basic message transport.

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

1.15.3.2.4 Qwest will include CLEC-provided data in Qwest's LIDB in accordance with section 1.15.1 (LIDB Storage), and allow access to the data subject to Qwest negotiated agreements with Telecommunications Carriers allowing CLEC's end users the same benefits of said agreements as enjoyed by Qwest end users. Qwest will update CLEC data, as requested by CLEC. Qwest will perform services provided hereunder and determine the applicable standard for the data, in accordance with operating methods, practices and standards in effect.

1.15.3.3 Rate Elements - LIDB Query Service

1.15.3.3.1 The recurring charges for LIDB queries for Alternately Billed Services (ABS) calls processed by an Operator Services Switch are contained in Exhibit A of this Amendment.

1.15.3.3.2 LIDB Query rates apply in addition to all applicable CCSAC charges.

1.15.3.4 Ordering - LIDB Inquiry Service

1.15.3.4.1 LIDB requires a connection to the Common Channel Signaling Network (CCSN). Therefore, CLEC must have Common Channel Signaling Access Capability (CCSAC).

1.15.3.4.2 Provisioning of LIDB is done via the LIDB Access Request Form. Upon receipt of an accurate LIDB Access Request Form, Qwest will complete all necessary work and service will be available within seven (7) business days.

1.15.3.4.3 In addition to the LIDB Request Form, hub providers requesting LIDB services on behalf of end users must furnish Qwest a Proof of Authorization to prove that they have end-user authorization to provide these services. This letter must be on file prior to provisioning.

1.15.4 Fraud Alert Notification

1.15.4.1 Description - Fraud Alert Notification

The WatchDog Fraud Management System (FMS) processes the LIDB query detail records to establish patterns and identify potential fraudulent situations. WatchDog issues an alert to the Qwest Fraud Investigation Unit (FIU). Qwest will notify CLEC of system alerts on CLEC end user lines.

1.15.4.2 Terms and Conditions - Fraud Alert Notification

Qwest will notify CLEC of system alerts on CLEC end user lines. At the direction of CLEC, Qwest will institute a block to prevent any further occurrence of fraud or uncollectible toll charges in accordance with practices used by Qwest for its own end users. Such practices include, but are not limited to, removing from valid data those data which incur fraud or uncollectible toll charges.

1.15.4.3 Rate Elements - Fraud Alert Notification

Fraud Alert Notification will be billed on a time and material basis per alert.

1.15.4.4 Ordering - Fraud Alert Notification

As part of the planning for LIDB Data Storage, CLEC will provide Qwest a contact for fraud notification. The contact must be available 24 hours a day, 7 days a week. Qwest will not take any action when fraud notification is received other than to notify CLEC. CLEC may request that Qwest deny a calling card. Any request of this type must be followed up by a fax as a confirmation.

1.16 8XX Database Query Service

1.16.1 8XX Database Query Service is an originating service which provides the Carrier Identification Code (CIC) and/or the vertical features associated with the 8XX number. Call routing information in the SMS/800 Database reflects the desires of the owner of the 8XX number as entered in the SMS/800 by its chosen responsible organization.

1.16.2 8XX Optional Features

1.16.2.1 POTS Translation - Delivers the ten-digit Plain Old Telephone Service (POTS) number to CLEC. To determine that the call originated as an 8XX number, the trunk group must be provisioned with Automatic Number Identification (ANI). ANI digit 24 will be delivered to the trunk group.

1.16.2.2 Call Handling and Destination Features - This will allow routing options by specifying a single carrier, multiple carriers, single termination or multiple terminations. Multiple terminations may require the POTS translation feature. Variable routing options are:

a) Routing by originating NPA-NXX-XXXX;
b) Time of day;
c) Day of week;

d) Specified date; and
e) Allocation by percentage.

1.16.3 Rate Elements

1.16.3.1 The recurring charges for 8XX Database Query Service, POTS Translation, and Call Handling and Destination Features are contained in Exhibit A of this Amendment.

1.16.3.2 The rates for 8XX Database Query Service only apply to queries from CLEC's switch to the Qwest 8XX Database. If CLEC routes 8XX traffic to Qwest for delivery to an interexchange carrier, the call shall be handled as jointly provided switched access. If CLEC routes such traffic to Qwest without performing the query, Qwest shall perform the query in accordance with its switched access tariff.

1.16.3.3 Non-recurring Options Activations Charge will apply for CLEC to activate 8XX Database Query Service. These rate elements are contained in the CCSAC/SS7 Section of Exhibit A.

1.16.4 Ordering Process

1.16.4.1 CLEC shall order access to Qwest local STP (links and ports) prior to or in conjunction with 8XX Database Query Service.

1.16.4.2 The information and time intervals to order STP (links and ports) are contained in the Access to Signaling CCSAC/SS7 Section of this Amendment. STP links and ports are required with 8XX Database Query Service.

1.16.4.3 8XX Database Query Service shall be provided within 30 days after CLEC has access to the Qwest local STP.

1.16.5 Technical Requirements

1.16.5.1 Qwest shall make Qwest's Toll Free Number Database available, through its STPs, for CLEC to query from CLEC's designated switch.

1.16.5.2 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 Qwest switch.

1.16.6 Interface Requirements

The signaling interface between CLEC's or other local switch and the Toll-Free Number Database shall use the TCAP protocol as specified in the technical references together with the signaling network interface.

1.16.7 Technical References

SCPs/Databases shall be consistent with the following technical references:

1.16.7.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, Issue 1 (Bellcore, December 1994);

1.16.7.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP) (Bellcore, March 1994);

1.16.7.3 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Bellcore, October 1995);

1.16.7.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Bellcore, October 1995) (Replaces TR-NWT-001149);

1.16.7.5 GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Bellcore, October 1995); and

1.16.7.6 GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Bellcore, May 1995).

1.17 InterNetwork Calling Name (ICNAM)

1.17.1 Description

1.17.1.1 InterNetwork Calling Name (ICNAM) is a Qwest service that allows CLEC to query Qwest's ICNAM database and secure the listed name information for the requested telephone number (calling number), in order to deliver that information to CLEC's end users.

1.17.1.2 ICNAM database contains current listed name data by working telephone number served or administered by Qwest, including listed name data provided by other Telecommunications Carriers participating in the Calling Name Delivery Service arrangement.

1.17.2 Terms and Conditions

1.17.2.1 In response to queries properly received at Qwest's ICNAM database, Qwest will provide the listed name of the calling party that relates to the calling telephone number (when the information is actually available in Qwest's database and the delivery thereof is not blocked or otherwise limited by the calling party or other appropriate request). CLEC is responsible for properly and accurately launching and transmitting the query from its serving office to the Qwest database.

1.17.2.2 In response to proper signaling queries, Qwest will provide CLEC with ICNAM database end user information if the calling party's end user information is stored in the Qwest ICNAM database. As a result, the called party end user can identify the

calling party listed name prior to receiving the call, except in those cases where the calling party end user has its ICNAM information blocked.

1.17.2.3 Qwest will allow CLEC to query Qwest's ICNAM database in order to obtain ICNAM information which identifies the calling party end user.

1.17.2.4 The ICNAM service shall include the database dip and transport from Qwest's regional STP to Qwest's SCP where the database is located. Transport from CLEC's network to Qwest's local STP is provided via Links, which are described and priced in the Access to Signaling CCSAC/SS7 Section of this Amendment.

1.17.2.5 CLEC shall send queries conforming to the American National Standards Institute's (ANSI) approved standards for SS7 protocol and per the following specification standard documents:

a) Bellcore-SS7 Specification, TR-NPL-000246;
b) ANSI-SS7 Specifications;
c) Message Transfer Part T1.111;
d) Signaling Connection Control Part T1.112;
e) Transaction Capabilities Application Part T1.114;
f) Bellcore-CLASS Calling Name Delivery;
g) Generic Requirements, TR-NWT-001188; and
h) Bellcore-CCS Network Interface Specifications, TR-TSV-000905.

1.17.2.6 CLEC acknowledges that transmission in the above protocol is necessary for Qwest to provision its ICNAM services. CLEC will adhere to other applicable standards, which include Bellcore specifications defining service applications, message types and formats. Qwest may modify its network pursuant to other specification standards that may become necessary to meet the prevailing demands within the United States telecommunications industry. All such changes shall be announced in advance and coordinated with CLEC.

1.17.2.7 All queries to Qwest's ICNAM database shall use a subsystem number (the designation of application) value of 250 with a translation type value of 5. CLEC acknowledges that such subsystem number and translation type values are necessary for Qwest to properly process queries to Qwest's ICNAM database.

1.17.2.8 CLEC acknowledges and agrees that SS7 network overload due to extraordinary volumes of queries and/or other SS7 network messages can and will have a detrimental effect on the performance of Qwest's SS7 network. CLEC further agrees that Qwest, in its sole discretion, shall employ certain automatic and/or manual overload controls within the Qwest SS7 network to safeguard against any detrimental effects. Qwest shall report to CLEC any instances where overload controls are invoked due to CLEC's SS7 network, and CLEC agrees in such cases to take immediate corrective actions as necessary to cure the conditions causing the overload situation.

1.17.2.9 Qwest shall exercise reasonable efforts to provide accurate and complete ICNAM information in Qwest's ICNAM database. The ICNAM information is provided on an as-is Basis with all faults. Qwest does not warrant or guarantee the correctness or the completeness of such information; however, Qwest will access the same ICNAM database for CLEC's queries as Qwest accesses for its own queries. In no event shall

Qwest have any liability for system outage or inaccessibility or for losses arising from the authorized use of the ICNAM data by CLEC.

1.17.2.10 CLEC shall arrange its Calling Party Number based services in such a manner that when a calling party requests privacy, CLEC will not reveal that caller's name or number to the called party (CLEC's end user). CLEC will comply with all FCC guidelines and, if applicable, the appropriate Commission rules, with regard to honoring the privacy indicator.

1.17.2.11 Qwest retains full and complete ownership and control over the ICNAM database and all information in its database. CLEC agrees not to copy, store, maintain or create any table or database of any kind from any response received after initiating an ICNAM query to Qwest's database. CLEC will prohibit its end users from copying, storing, maintaining, or creating any table or database of any kind from any response provided by CLEC to its end user after CLEC initiated an ICNAM query to Qwest's ICNAM database.

1.17.2.12 Qwest reserves the right to temporarily discontinue the ICNAM service if CLEC's incoming calls are so excessive as determined by Qwest to jeopardize the viability of the ICNAM service.

1.17.3 Rate Elements

Rate elements for ICNAM services are contained in Exhibit A of this Amendment.

1.17.4 Billing

1.17.4.1 CLEC agrees to pay Qwest for each and every query initiated into Qwest's ICNAM database for any information, whether or not any information is actually provided.

1.17.4.2 ICNAM rates will be billed to CLEC monthly by Qwest for the previous month.

1.17.5 Ordering Process

1.17.5.1 CLEC shall order access to Qwest local STP (links and ports) prior to or in conjunction with ICNAM Services. Section 1.13 contains information on ordering SS7 and STP links and ports.

1.17.5.2 If CLEC has an existing database of names that needs to be compiled into the appropriate format, ICNAM service will begin 30 days after Qwest has received from CLEC its database information.

1.17.5.3 If CLEC has no existing end-user base, then ICNAM service will begin seven (7) days after Qwest receives CLEC's order.

1.18 Additional Unbundled Elements

CLEC may request non-discriminatory access to and, where appropriate, development of additional UNEs not covered in this Amendment pursuant to the Bona Fide Request Process.

1.19 Construction Charges

Qwest will conduct an individual financial assessment of any request which requires construction of network capacity, facilities, or space for access to or use of unbundled loops, ancillary and finished services. When Qwest constructs to fulfill CLEC's request for unbundled loops, ancillary and finished services, Qwest will bid this construction on a case-by-case basis. Qwest will charge for the construction through non-recurring charges and a term agreement for the remaining recurring charge, as described in the Construction Charges Section. When CLEC orders the same or substantially similar service available to Qwest end users, nothing in this Section shall be interpreted to authorize Qwest to charge CLEC for special construction where such charges are not provided for in a tariff or where such charges would not be applied to a Qwest end user.

1.20 Reserved for Future Use

1.21 Reserved for Future Use

1.22 Reserved for Future Use

1.23 Unbundled Network Elements Combinations (UNE Combinations)

1.23.1 General Terms

1.23.1.1 Qwest shall provide CLEC with nondiscriminatory access to combinations of unbundled network elements in accordance with 47 C.F.R. 51.315(b), including but not limited to the UNE-Platform (UNE-P). The Parties acknowledge that the scope of Qwest's obligation to provide combinations of UNEs that it "currently combines" under 47 C.F.R. 51.315(b), has been, is being, or may be litigated in various forums. Qwest hereby agrees to provide combinations of UNEs that it "currently combines" pursuant to any controlling regulatory, legislative, or judicial interpretation of such obligation for a jurisdiction once and to the extent such interpretation is effective in that jurisdiction. Unless and until such a controlling interpretation is effective in a jurisdiction, Qwest will interpret its obligation under 47 C.F.R. 51.315(b) to provide access to combinations of UNEs that it "currently combines" to be only those UNE combinations within that jurisdiction that are currently combined within Qwest's network for the specific end user (hereinafter referred to as "pre-existing" combinations). Nothing in this Amendment, however, shall preclude or waive either Parties right to challenge an interpretation of 47 C.F.R. 51.315(b). Subject to this Section, Qwest shall provide UNE combinations according to the following terms and conditions.

1.23.1.2.1 Qwest 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.

1.23.1.2.2 Qwest will not uncombine any network element, facility, feature, or service for CLEC to produce a combination of elements that were not already in a preexisting combined state.

1.23.1.2.3 Qwest will not, on behalf of CLEC, combine any element in its network or any UNE Combination with CLEC's network elements, features or services to create a finished service. CLEC must perform this work for itself within its collocation arrangement.

1.23.1.2.4 Qwest will not, on behalf of CLEC, create combinations of network elements, facilities, or features that it does not already have in a preexisting state.

1.23.1.2.5 UNE Combinations will not be directly connected to a Qwest finished service, whether found in a tariff or otherwise, without going through a collocation. Notwithstanding the foregoing, CLEC can connect its UNE Combination to Qwest's Directory Assistance and Operator Services platforms.

1.23.1.2.6 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 CLEC's Agreement or Exhibit A shall no longer apply to such network element. When this occurs, Qwest 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.

1.23.2 Description

UNE Combinations are available in five (5) 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 (DSS) and (v) PBX Trunks. If CLEC desires access to a different UNE Combination pursuant to 47 C.F.R. 51.315(b), CLEC may request access through the BFR process.

1.23.3 Terms and Conditions

1.23.3.1 Qwest shall provide CLEC with non-discriminatory access to UNE Combinations, meaning: (a) of at least the same quality as the comparable services that Qwest provides service to its own retail end-users, (b) in at least the same time and manner as the comparable service that Qwest provides to its own retail end-users and (c) with a minimum of service disruption.

1.23.3.2 "UNE-P-POTS": Retail and/or Resale 1FR/1FB lines that are in their pre-existing combined state are available to CLEC as a UNE Combination. UNE-P POTS is comprised of the following unbundled network elements: Analog - 2 wire voice grade loop, Analog Line Side Port, Shared Transport and, if desired, Vertical Features. For

complete descriptions please refer to the appropriate unbundled network elements in this Amendment.

1.23.3.3 "UNE-P-PBX": Retail and/or resale PBX Trunks that are already in their pre-existing combined state are available to CLEC as a UNE Combination. UNE-P-PBX includes the following pre-existing combination of unbundled network elements: DS1 capable loop, DS-1 PRI ISDN Trunk Port and Shared Transport. The standard offering is under development. For complete descriptions please refer to the appropriate unbundled network elements in this Amendment.

1.23.3.3.1 Qwest will begin making UNE-P-PBX pre-existing combinations available to CLEC upon request beginning February 17, 2000. Until June 17, 2000, Qwest will accept orders for such UNE Combinations on an Individual Case Basis. After this date, Qwest will provide CLEC with access to PBX Trunk combinations according to the standard intervals set forth in Section 1.23.5

1.23.3.4 "UNE-P-DSS": Retail and/or Resale Digital Switched Service (DSS) that are already in their pre-existing combined state are available to CLEC as a UNE Combination. UNE-P-DSS is comprised of the following unbundled network elements. The standard offering is under development. For complete descriptions please refer to the appropriate unbundled network elements in this Amendment.

1.23.3.4.1 Qwest will begin making UNE-P-DSS pre-existing combinations available to CLEC upon request beginning February 17, 2000. Until June 17, 2000, Qwest will accept orders for such UNE Combinations on an Individual Case Basis. After this date, Qwest will provide CLEC with access to UNE-P-DSS pre-existing combinations according to the standard intervals set forth in Section 1.23.5.

1.23.3.5 "UNE-P-ISDN": Retail and/or resale ISDN lines that are already in their pre-existing combined state are available to CLEC 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 Shared Transport. The standard offering is under development. In addition, vertical features not already associated with the Digital Line Side Port are handled ICB. UNE-P-ISDN-PRI is comprised of the following unbundled network elements: The standard offering is under development. For complete descriptions please refer to the appropriate unbundled network elements in this Amendment.

1.23.3.5.1 Qwest will begin making UNE-P-ISDN pre-existing combinations available to CLEC upon request beginning February 17, 2000. Until June 17, 2000, Qwest will accept orders for such UNE Combinations on an Individual Case Basis. After this date, Qwest will provide CLEC with access to UNE-P-ISDN pre-existing combinations according to the standard intervals set forth in Section 1.23.5.

1.23.3.6 "Private Line Local Exchange UNE Combinations" (UNE-PL-X): Retail and/or resale private line circuits that are already in their pre-existing combined state are available to CLEC as a UNE Combination. There are many types of Private Line Local

Exchange UNE Combinations. Qwest will provide access to the following as a standard offering: UNE-PL-DS1 private line circuits are comprised of the following unbundled network elements: DS1 Capable Loop and DS1 Unbundled Dedicated Interoffice Transport. The remaining standard offerings are under development. For complete descriptions please refer to the appropriate unbundled network elements in this Amendment. Other Private Line Local Exchange UNE Combinations (DS0 and DS3 with multiplexing) are under development.

1.23.3.6.1 Qwest will begin making Private Line Local Exchange UNE Combinations available to CLEC upon request beginning February 17, 2000. Until June 17, 2000, Qwest will accept orders for such UNE Combinations on an Individual Case Basis. After this date, Qwest will provide CLEC with access to Private Line Local Exchange UNE Combinations according to the standard intervals set forth in Section 1.23.5.

1.23.3.6.2 CLEC cannot utilize pre-existing combinations of unbundled network elements that include unbundled loop and unbundled interoffice dedicated transport to create a UNE Combination when the pre-existing 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 CLEC establishes to Qwest that it is using the pre-existing combination of network elements to provide a significant amount of local exchange traffic to a particular end-user.

1.23.3.6.2.1 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.

1.23.3.6.2.2 To find that a private line is carrying a "Significant Amount of Local Exchange Traffic," one of the following three (3) conditions must exist:

1.23.3.6.2.2.1 CLEC is the exclusive provider of an end user's local exchange service and the loop transport combination originates at a customer's premises and terminates at CLEC's collocation arrangements.

1.23.3.6.2.2.2 CLEC provides local exchange and exchange access service to the end user and handles at least one-third (1/3) of the end user's local traffic measured as a percent of total end user lines, and for DS1 level and above, at least fifty percent (50%) of the activated channels on the loop portion of the loop and transport combination have at least five percent (5%) local voice traffic individually; and the entire loop facility has at least ten percent (10%) local voice traffic, and the loop/transport combination originates at a customer's premises and terminates at CLEC's

collocation arrangement; and if a loop/transport combination includes multiplexing, each of the multiplexed facilities must meet the above criteria outlined in this paragraph. (For example, if DS1 loops are multiplexed onto DS3 transport, each of the individual DS1 facilities must meet the criteria outlined in this paragraph in order for the DS1/DS3 loop/transport combination to qualify for UNE treatment).

1.23.3.6.2.2.3 For the conversion of services to combinations of unbundled network elements, at least fifty percent (50%) of the activated channels are used to provide originating and terminating local dial tone service and at least fifty percent (50%) of the traffic on each of these local dial tone channels is local voice traffic (measured based on the incumbent's local exchange calling area); and the entire loop facility has at least thirty-three percent (33%) local voice traffic, and if a loop/transport combination includes multiplexing, each of the multiplexed facilities must meet the above criteria. For example, if DS1 loops are multiplexed onto DS3 transport, each of the individual DS1 facilities must meet the criteria as outlined in this paragraph in order for the DS1/DS3 loop/transport combination to qualify for UNE treatment.

1.23.3.6.2.3 There is a legal presumption that any and all Special Access circuits purchased out of federal tariffs are not available as UNE Combinations. If CLEC can establish to Qwest through documentary and, if available, other evidence that the pre-existing combination of elements is carrying a "Significant Amount of Local Exchange" Traffic, then Qwest will convert the Special Access circuit to a UNE Combination. If after CLEC presents its evidence to Qwest, CLEC and Qwest disagree as to whether the special access circuit is carrying a Significant Amount of Local Exchange Traffic, CLEC can then go to the Commission at which time CLEC has the burden to establish to the Commission by a preponderance of the evidence that the special access circuit is carrying a "Significant Amount of Local Exchange Traffic". If CLEC meets its burden, the Special Access circuit will be converted to a UNE Combination. All rights of appeal will be preserved by both Parties.

1.23.3.6.2.4 Qwest has the right to verify CLEC's actual usage on a representative sample of CLEC's private line circuits to determine the percentage of local exchange usage. If Qwest can establish to CLEC through documentary and, if available, other evidence that such a

pre-existing 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 CLEC as a UNE Combination. If after Qwest presents its evidence to CLEC, Qwest and CLEC disagree as to whether the circuit is carrying a "Significant Amount of Local Exchange Traffic", Qwest can then go to the Commission at which time Qwest has the burden to establish to the Commission by a preponderance of the evidence that the pre-existing combination does not meet the requisite requirements is carrying less than a "Significant Amount of Local Exchange Traffic". If Qwest meets its burden, the pre-existing combination of unbundled network elements will not be available as a UNE Combination. All rights of appeal will be preserved by both Parties.

1.23.3.6.2.5 In order to confirm reasonable compliance with these requirements, Qwest may perform periodic audits of CLEC's records according to the following guidelines:

a) Qwest may, upon thirty (30) days written notice to CLEC that has purchased loop/transport combinations as UNEs, conduct an audit to ascertain whether those loop/transport combinations were eligible for UNE treatment at the time of conversion and on an ongoing basis thereafter.

b) CLEC shall make reasonable efforts to cooperate with any audit by Qwest and shall collect, compile, maintain and, in connection with an audit, provide Qwest with relevant records (for example, call detail records) for all traffic that has been transmitted over all loop/transport combinations subject to the audit. CLEC must maintain auditable records for at least twelve (12) months, or, in the event of an audit or dispute, until such audit or dispute is resolved, whichever is longer.

c) An independent auditor hired and paid for by Qwest shall perform any audits, provided, however, that if an audit reveals that CLEC's UNE-PL-X circuit(s) do not meet or have not met the certification requirements, then CLEC shall reimburse Qwest for the cost of the audit.

d) An audit shall be performed using industry audit standards during normal business

hours, unless there is a mutual agreement otherwise.

e) Qwest may not exercise its audit rights with respect to a particular CLEC (excluding affiliates) more than twice in any calendar year unless an audit finds noncompliance.

f) Audits conducted by Qwest for the purpose of determining compliance with certification criteria are "over and above" any audit rights that Qwest may have pursuant to an interconnection agreement between CLEC and Qwest.

1.23.3.7 CLEC may request access to and, where appropriate, development of additional UNE Combinations pursuant to the Bona Fide Request (BFR) Process. In its BFR request, CLEC must identify the specific pre-existing combination of UNEs it believes are available under law, identifying each individual UNE by name as described in this Amendment.

1.23.3.8 The following terms and conditions are available for all types of UNE-P.

1.23.3.8.1 UNE-P will include the capability to access long distance service (interLATA and intraLATA) of CLEC's customer's choice on a 2-PIC basis, access to 911 emergency services, capability to access CLEC's Operator Services platform, capability to access CLEC's Directory Assistance platform and Qwest customized routing service, and if desired by CLEC, access to Qwest Operator Services and Directory Assistance Service.

1.23.3.8.2 If Qwest provides and CLEC accepts operator services, directory assistance, and intraLATA long distance as a part of the basic exchange line, it will be offered with standard Qwest branding. CLEC is not permitted to alter the branding of these services in any manner when the services are a part of the UNE-P line without the prior written approval of Qwest. However, at the request of CLEC and where technically feasible, Qwest will rebrand operator services and directory assistance in CLEC's name, in accordance with terms and conditions set forth in CLEC's Agreement.

1.23.3.8.3 CLEC may order Customized Routing in conjunction with UNE-P for alternative operator service and/or directory assistance platforms. Unless otherwise required by law, CLEC shall be responsible to combine UNE-P with all components and requirements associated with Customized Routing needed to utilize related functionality. For a complete description of Customized Routing, refer to Section 1.12.

1.23.3.8.4 Qwest shall provide to CLEC, for CLEC's end users, E911/911 call routing to the appropriate Public Safety Answering Point ("PSAP"). Qwest shall not be responsible for any failure of CLEC to

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

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

1.23.3.8.6 Feature and interLATA or intraLATA PIC changes or additions for UNE-P, will be processed concurrently with the UNE-P order as specified by CLEC.

1.23.3.8.7 CLEC agrees to work in good faith with Qwest, on all issues, including, if necessary, extending standard provisioning intervals if CLEC orders and/or projects orders for more than 500 UNE-P lines in any one month.

1.23.3.9 If a retail contract or tariff agreement exists between Qwest and the end user customer or reseller utilizing the pre-existing 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 pre-existing combination of elements is available for conversion into a UNE Combination.

1.23.3.10 If CLEC requests that an existing resale end-user be converted into a UNE Combination, the resale rate will continue to apply until the date Qwest completes conversion of the order into UNE Combination pursuant to the standard provisioning intervals set forth in Section 1.23.5

1.23.3.11 CLEC shall provide Qwest with an eighteen (18) month forecast of its expected UNE Combination orders within thirty (30) calendar days of requesting service pursuant to this Amendment. The forecast shall be updated every six months for the first year of the contract and each November CLEC 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) CLEC's anticipated number of UNE Combination service orders; and (c) the name and identifying information of CLEC's key contact personnel. The information provided pursuant to this paragraph shall be considered Proprietary Information under the Nondisclosure Section of the Agreement.

1.23.3.12 When end users switch from Qwest to CLEC, or to CLEC 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.

1.23.3.13 In the event Qwest terminates the provisioning of any UNE Combination service to CLEC for any reason, including CLEC's non-payment of charges, CLEC shall be responsible for providing any and all necessary notice to its end users of the termination. In no case shall Qwest be responsible for providing such notice to CLEC's end users. Qwest shall only be required to notify CLEC of Qwest's termination of the UNE Combination service on a timely basis consistent with Commission rules and notice requirements.

1.23.3.14 CLEC, or CLEC's agent, shall act as the single point of contact for its end users' service needs, including without limitation, sales, service design, order taking, provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, billing, collection and inquiry. CLEC's end users contacting Qwest will be instructed to contact CLEC; however, unless specifically provided otherwise, nothing in this Amendment shall be deemed to prohibit Qwest from discussing its products and services with CLEC's end users who call Qwest.

1.23.3.15 Local circuit switching is not available as a UNE in certain circumstances. Where unbundled local circuit switching is one of the elements in a pre-existing combination of elements, CLEC will not request UNE-P where the following conditions exist: The end-user to be served with the UNE Combination is an end-user with four access lines or more and the lines are located in density zone 1 in specified MSAs as defined in Section 1.11.2.5.

1.23.4 Rates and Charges

1.23.4.1 The rates and charges for the individual unbundled network elements that comprise UNE Combinations can be found in Exhibit A of this Amendment for both recurring and non-recurring application.

1.23.4.1.1 Recurring monthly charges for each unbundled network element that comprise the UNE Combination shall apply when a UNE Combination is ordered. The recurring monthly charges for each UNE, including but not limited to, Unbundled 2-wire Analog Loop, Analog Line Side Port and Shared Transport, are described in Exhibit A of this Amendment.

1.23.4.1.2 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 Exhibit A of this Amendment.

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

1.23.4.3 CLEC 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 Qwest end users.

1.23.4.4 CLEC shall pay Qwest the PIC change charge associated with CLEC end user changes of interLATA or intraLATA carriers. Any change in CLEC's end users' interLATA or intraLATA carrier must be requested by CLEC on behalf of its end user.

1.23.4.5 If an end-user is served by CLEC through a UNE combination, Qwest will not charge, assess, or collect Switched Access charges for interLATA or intraLATA calls originating or terminating from that end-user's phone after conversion to a UNE Combination is complete.

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

1.23.5 Ordering Process

1.23.5.1 All UNE Combinations and associated products and services are ordered via an LSR. Ordering processes are contained in this Amendment and in the UNE-P and UNE Combination Resource Guide.

1.23.5.2 Prior to placing an order on behalf of each end user, CLEC shall be responsible for obtaining and have in its possession a Proof of Authorization as set forth in CLEC's Agreement or any other authorization permitted under law.

1.23.5.3 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, CLEC and Qwest 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. CLEC and Qwest can separately agree to due dates other than the standard interval.

1.23.5.4 Due date intervals are established when Qwest 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.

1.23.5.5 CLEC shall provide Qwest with complete and accurate end user listing information for Directory Assistance, Directory Listings, and 911 Emergency Services for all end-users served by UNE Combinations.

1.23.5.6 When Qwest'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, Qwest will render its closing bill to the end user effective with the disconnection. If Qwest is not the local service provider, Qwest will issue a bill to CLEC for that portion of the service provided to CLEC should CLEC's end user, a new service provider, or CLEC request service be discontinued to the end user. Qwest will notify CLEC by FAX, OSS interface, or other agreed upon processes when an end user moves

to another service provider. Qwest will not provide CLEC with the name of the other service provider selected by the end user.

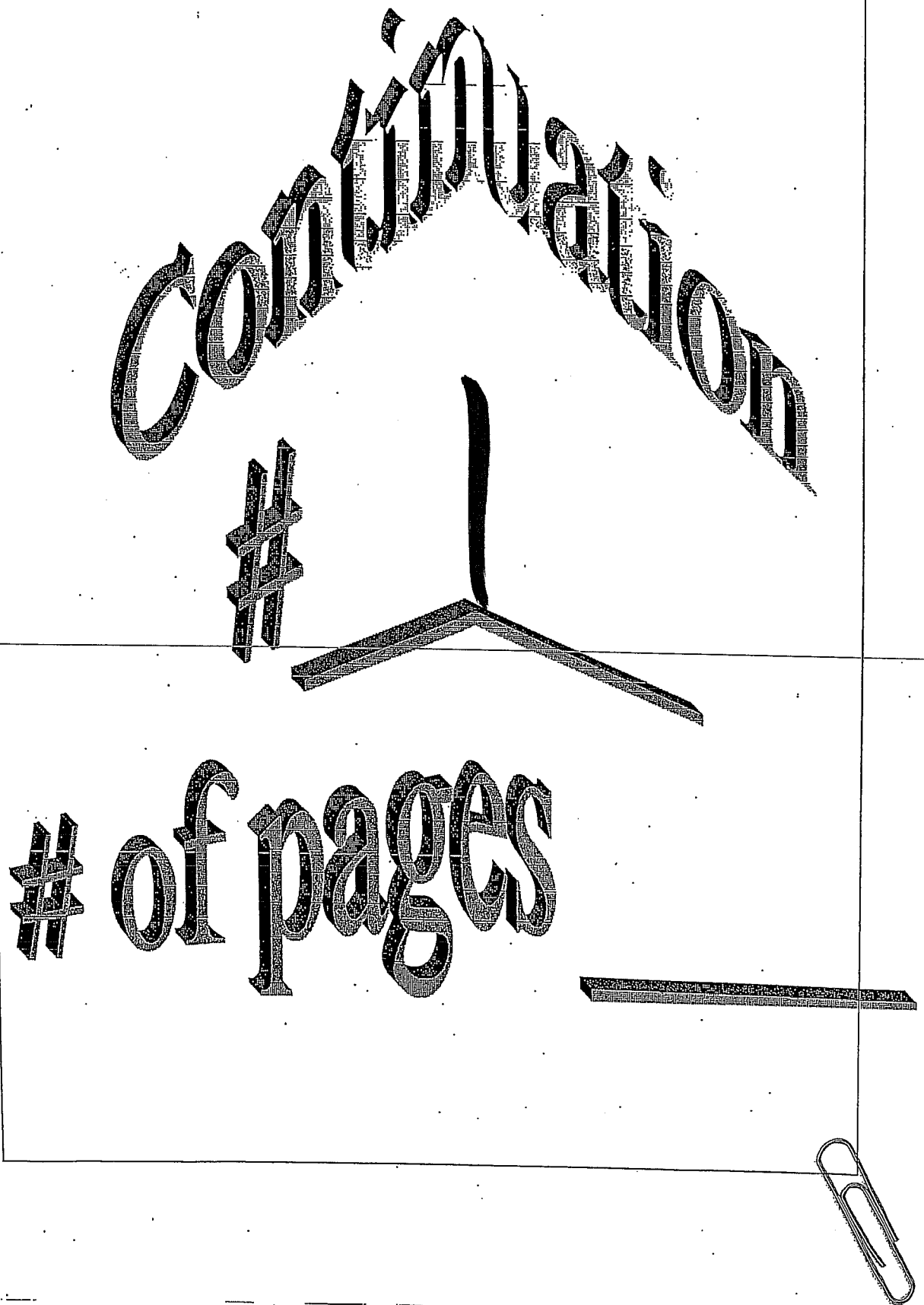
1.23.5.7 For UNE Combinations, CLEC shall provide Qwest and Qwest shall provide CLEC with points of contact for order entry, problem resolution, repair, and in the event special attention is required on service request.

1.23.6 Billing

Qwest shall provide CLEC, 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, billing information including (1) a summary bill, and (2) individual end user sub-account information consistent with the samples available for CLEC review.

1.23.7 Maintenance and Repair

Qwest will maintain facilities and equipment that comprise the service provided to CLEC as a UNE Combination. CLEC or its end users may not rearrange, move, disconnect or attempt to repair Qwest facilities or equipment, other than by connection or disconnection to any interface between Qwest and the end user, without the written consent of Qwest.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ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)

2.1 Description

Qwest agrees to provide CLEC access to OSS to the full extent required by law.

2.1.1 Qwest has developed and shall continue to provide Operational Support Systems (OSS) interfaces using electronic gateways. These gateways act as a mediation or control point between CLEC's and Qwest's OSS. These gateways provide security for the interfaces, protecting the integrity of the Qwest OSS and databases. Qwest's OSS interfaces have been developed to support Pre-ordering, Ordering and Provisioning, Maintenance and Repair and Billing. This section describes the interfaces that Qwest has developed and shall provide to CLEC. Additional technical information and details shall be provided by Qwest in training sessions and documentation, such as the "Interconnect Mediated Access User's Guide." Qwest will continue to make improvements to the electronic interfaces as technology evolves, providing notification to CLEC consistent with the provisions of this Section.

2.1.2 Notwithstanding any other terms or conditions in this Amendment, Qwest shall provide CLEC non-discriminatory access, in accordance with the F.C.C. UNE Remand Order, to Qwest's OSS for Pre-ordering, Ordering and Provisioning, Maintenance and Repair, and Billing for resale and unbundled network elements. At a minimum, nondiscriminatory access requires Qwest to provide CLEC with OSS access that is comparable to what Qwest provides to itself except where it is technically infeasible to do so. Nondiscriminatory access also requires Qwest to provide OSS access to CLEC on no less favorable terms than those provided to another carrier, including Qwest affiliates, except where it is technically infeasible to do so.

2.1.2.1 Without limiting the foregoing, Qwest will provide information on loop qualification/pre-ordering, in accordance with the Interconnect Resale and Resource Guide available on Qwest's public web site at http://www.uswest.com/carrier/resource_guides.html. CLEC may request modifications to OSS via the Co-Provider Industry Change Management Process (CICMP) as described on Qwest's web site.

2.2 OSS Support for Pre-Ordering, Ordering and Provisioning

2.2.1 Local Service Request (LSR) Ordering Process

2.2.1.1 CLEC shall use electronic interfaces for orders placed using the LSR Ordering Process for the services it supports. The electronic interface gateways include both the Interconnect Mediated Access (IMA) Electronic Data Interchange (EDI) interface and the Interconnect Mediated Access (IMA) Graphical User Interface (GUI).

2.2.1.2 The IMA EDI interface provides a single interface for Pre-Order and Order transactions from CLEC to Qwest and is transaction based, rather

than batch based. The interface standards for IMA EDI are based upon the Order & Billing Forum (OBF) Local Service Order Guidelines (LSOG), the Telecommunication Industry Forum (TCIF) Customer Service Guidelines, and the American National Standards Institute/Accredited Standards Committee (ANSI ASC) X12 protocols. Exceptions to the above standards are specified in the IMA GUI and IMA EDI disclosure documents. IMA GUI and IMA EDI disclosure documents are provided in conjunction with the implementation responsibilities contained in this Section.

2.2.1.3 The IMA GUI also provides a single interface for Pre-Order and Order transactions from CLEC to Qwest and is browser based. The IMA GUI interface is based on the LSOG and utilizes a WEB standard technology, Hyper Text Markup Language (HTML), JAVA and the Transmission Control Protocol/Internet Protocol (TCP/IP) to transmit messages.

2.2.1.4 Functions

2.2.1.4.1 Pre-ordering refers to the set of activities performed in conjunction with placing an order. Pre-order is packaged as a separate activity. Pre-order functions are described in the IMA User's Guide located at http://www.uswest.com/carrier/training/imauser_42.html.

2.2.1.4.2 Ordering and Provisioning

Submitting an LSR will result in the provisioning and installation, if necessary, of an end user's service. The functional set associated with ordering is described in the IMA User's Guide located at http://www.uswest.com/carrier/training/imauser_42html.

2.2.1.5 Forecast of Usage

2.2.1.5.1 CLEC shall supply Qwest with a forecast of products and volumes anticipated to be ordered through the electronic interface gateways on a quarterly basis.

2.2.1.5.2 Qwest will use CLEC's forecast to provide CLEC sufficient capacity to provide the services and elements requested. If CLEC exceeds its capacity without notification, to the extent that it causes degradation to other users' response times, CLEC's use of its capacity on the IMA GUI or IMA EDI server may be discontinued until a resolution can be mutually agreed to by both Parties. Qwest will attempt to notify CLEC before discontinuing CLEC's use of the IMA GUI or IMA EDI server, however Qwest reserves the right to discontinue use if it is unable to contact CLEC.

2.2.1.5.3 When CLEC requests from Qwest more than fifty (50) SecureIDs, CLEC shall use a T1 line instead of dial-up capabilities.

2.2.1.6 Access Service Request (ASR) Ordering Process

The Exchange Access Control and Tracking (EXACT) system may be used for orders placed using the ASR process. EXACT is based upon the OBF Access Service Order Guidelines (ASOG). The EXACT interface accepts a batch file that is transmitted via a Network Data Mover (NDM) connection to Qwest from CLEC. It is CLEC's responsibility to obtain the appropriate software to interface with Qwest's EXACT system. The EXACT functions are documented in the Access Service Ordering Guide. This guide is produced by and can be obtained from Alliance for Telecommunications Industry Solution (ATIS).

2.2.1.7 Facility Based EDI Listing Process

The Facility Based EDI Listing Process is a single interface from CLEC to Qwest. This interface is based upon OBF LSOG and ANSI ASC X12 standards. This interface enables CLEC listing data to be translated and passed into the Qwest listing database. After Qwest's daily batch processing, a Confirmation/Completion record (for every PON provided on input) is returned to CLEC via an EDI 855 transaction.

2.2.2 Maintenance and Repair

2.2.2.1 Maintenance and Repair electronic interfaces support the tracking and resolution of end-user's repair and maintenance needs as reported to CLEC. They facilitate the exchange of updated information and progress reports between Qwest and CLEC while the Trouble Report (TR) is open and a Qwest technician is working on the resolution.

2.2.2.2 CLEC shall use the electronic interface gateways for reporting trouble. The electronic interface gateways are comprised of either the Mediated Access System Electronic Bonding (MEDIACC EB) interface or the IMA GUI interface.

2.2.2.3 The MEDIACC EB interface uses CMIP protocol over X25 packet switching network using ANS T1M1.5 227/228 standards.

2.2.2.4 The IMA GUI also provides a single interface for trouble reporting from CLEC to Qwest and is browser based. The IMA GUI interface uses a Berkley Socket interface based upon ANSI T1M1.5 227/228 standards. The IMA GUI uses JAVA as the standard.

2.2.2.5 Functions

Maintenance and Repair - The functions, processes and systems used in repair are based on a Trouble Report (TR), which is an electronic document maintained in one or more OSS. TR contents and business processes are documented in the IMA Repair Guide located at http://www.uswest.com/carrier/training/imarepguide.html.

2.2.3 Hours of Operation

2.2.3.1 Qwest's electronic interface gateways will be available to CLECs as published in the IMA User's Guide located at http://www.uswest.com/carrier/training/imauswer_42.html.

2.2.3.2 Qwest shall notify CLECs regarding system downtime through mass facsimile distribution and pop-up windows in the IMA GUI. All referenced times are Mountain Time.

2.2.3.3 The preceding times represent the period of when Qwest commits that its OSS interfaces and downstream systems will be functioning (except for unforeseen system crashes) and its personnel will be available to assist CLEC. Qwest's OSS interfaces are typically available 23 hours a day. CLEC may call any maintenance and repair issues to the applicable repair center 24 hours per day, seven days per week. Qwest shall provide CLEC current repair contact numbers.

2.2.4 Billing

2.2.4.1 For products billed out of the Qwest Interexchange Access Billing System (IABS), Qwest will utilize the existing CABS/BOS format and technology for the transmission of bills.

2.2.4.2 For products billed out of the Qwest Customer Record Information System (CRIS), Qwest will utilize the existing EDI standard for the transmission of monthly local billing information. EDI is an established standard under the auspices of the ANSI/ASC X12 Committee. A proper subset of this specification has been adopted by the Telecommunications Industry Forum (TCIF) as the "811 Guidelines" specifically for the purposes of telecommunications billing.

2.2.5 Outputs

Output information will be provided to CLEC in the form of bills, files, and reports. Bills will capture all regular monthly and incremental/usage charges and present them in a summarized format. The files and reports delivered to CLEC provide more detailed information than the bills. They come in the following categories:

Usage Record File	Line Usage Information
Loss and Completion	Order Information
Category 11	Facility Based Line Usage Information
SAG/FAM	Street Address/Facility Availability Information

2.2.5.1 Bills

2.2.5.1.1 CRIS Summary Bill - The CRIS Summary Bill represents a monthly summary of charges for most wholesale products sold by Qwest. This bill includes a total of all charges by entity plus a summary of current charges and adjustments on each sub-account. Individual sub-accounts are provided as billing detail and contain monthly, one-time charges and incremental/call detail information. The Summary Bill provides one bill

and one payment document for CLEC. These bills are segmented by state and bill cycle. The number of bills received by CLEC is dictated by the product ordered and the Qwest region in which CLEC is operating. The CRIS Summary Bill transmission methods are listed in the Interconnect and Resale Resource Guide located at http://www.uswest.com/carrier/guides/resource_guides.html.

2.2.5.1.2 IABS Bill - The IABS Bill represents a monthly summary of charges. This bill includes monthly and one-time charges plus a summary of any usage charges. These bills are segmented by product, LATA, billing account number (BAN) and bill cycle. The IABS Summary Bill & Sub Account Bill Data transmission methods are listed in the Interconnect and Resale Resource Guide located at http://www.uswest.com/carrier/guides/resource_guides.html.

2.2.5.2 Files and Reports

2.2.5.2.1 Daily Usage Record File provides the accumulated set of call information for a given day as captured or recorded by the network switches. This file will be transmitted Monday through Friday, excluding Qwest holidays. This information is a file of unrated Qwest originated usage messages and rated CLEC originated usage messages. It is provided in Alliance for Telecommunication Industry Solution (ATIS) standard (Electronic Message Interface) EMI format. This EMI format is outlined in the document SR-320; which can be obtained directly from ATIS. The Daily Usage Record File contains multi-state data for the Data Processing Center generating this information. Individual state identification information is contained with the message detail. Qwest will provide this data to CLEC with the same level of precision and accuracy it provides itself. This file will be provided for the following list of products:

a) Resale; and
b) Unbundled Switch Port.

2.2.5.2.2 The charge for this Daily Usage Record File is contained in Exhibit A of this Amendment.

2.2.5.2.3 Routing of in-region IntraLATA Collect, Calling Card, and Third Number Billed Messages - Qwest will distribute in-region intraLATA collect, calling card, and third number billed messages to CLEC and exchange with other CLECs operating in region in a manner consistent with existing inter-company processing agreements. Whenever the daily usage information is transmitted to a carrier, it will contain these records for these types of calls as well.

2.2.5.2.4 Loss Report provides CLEC with a daily report that contains a list of accounts that have had lines and/or services disconnected. This may indicate that the end user has changed CLECs or removed services from an existing account. This report also details the order number, service name and address, and date this change was made. Individual reports will be provided for the following list of products:

a) Interim Number Portability;
b) Resale;
c) Unbundled Loop; and
d) Unbundled Line-side Switch Port.

This report media is described in the Interconnect and Resale Resource Guide located at http://www.uswest.com/carrier/guides/resource_guides.html.

2.2.5.2.5 Completion Report provides CLEC with a daily report. This report is used to advise CLEC that the order(s) for the service(s) requested is complete. It details the order number, service name and address and date this change was completed. Individual reports will be provided for the following list of products:

a) Interim Number Portability;
b) Resale;
c) Unbundled Loop; and
d) Unbundled Line-side Switch.

This report media is described in the Interconnect and Resale Resource Guide located at http://www.uswest.com/carrier/guides/resource_guides.html.

2.2.5.2.6 Category 11 Records are Exchange Message Records (EMR) which provide mechanized record formats that can be used to exchange access usage information between Qwest and CLEC. Category 1101 series records are used to exchange detailed access usage information.

2.2.5.2.7 Category 1150 series records are used to exchange summarized Meet Point Billed access minutes-of-use.

The transmission method/media types available for these mechanized records are available the Interconnect and Resale Resource Guide located at http://www.uswest.com/carrier/guides/resource_guides.html.

2.2.5.2.8 SAG/FAM Files. The SAG (Street Address Guide)/ FAM (Features Availability Matrix) files contain the following information:

a) SAG provides Address and Serving Central Office Information.

b) FAM provides USOCs and descriptions by state (POTS services only), and USOC availability by NPA-NXX with the exception of Centrex. InterLATA/IntraLATA carriers by NPA-NXX.

These files are made available via a download process. They can be retrieved by ftp (file transfer protocol), NDM connectivity, or a Web browser.

2.2.6 Modifications to OSS Interfaces

CLEC and Qwest agree to discuss the modification of OSS interfaces based upon evolving standards (*e.g.*, data elements, protocols, transport networks, etc.) and guidelines issued by or referenced by relevant ATIS committees. Establishment of new, or changes to, industry standards and guidelines will be reviewed semi-annually. The 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 determine the relevant modification to be implemented based upon the latest approved version adopted or the latest version reflecting final closure by the relevant ATIS committee or subcommittee. As a result of the review, Qwest shall draft appropriate interface specifications that shall be made available to CLEC through the electronic gateway disclosure document located at http://www.uswest.com/disclosures/netdisclosure409html-interface. Changes shall be implemented in the next release after the distribution of the electronic gateway disclosure document to CLECs or as negotiated during the review session.

2.2.6.1 In the course of establishing operational ready system interfaces between Qwest and CLEC to support local service delivery, CLEC and Qwest may need to define and implement system interface specifications that are supplemental to existing standards. CLEC and Qwest will submit such specifications to the appropriate standards committee and will work towards their acceptance as standards.

2.2.6.2 Release updates will be based on regulatory obligations as dictated by the FCC or Commissions and, as time permits, the agreed upon changes requested by CLEC Industry Change Management Process (CICMP). Qwest will provide to CLEC the features list for modifications to the interface. Specifications for interface modifications will be provided to CLEC three weeks prior to the release date. CLEC is required to upgrade to the current release within six months of the installation date.

2.2.7 CLEC Responsibilities for Implementation of OSS Interfaces

2.2.7.1 Before any CLEC implementation can begin, CLEC must completely and accurately answer the New Customer Questionnaire. This questionnaire is provided by the Qwest account manager and details information needed by Qwest to establish service for CLEC.

2.2.7.2 Once Qwest receives a complete and accurate New Customer Questionnaire, Qwest and CLEC will mutually agree upon time frames for implementation.

2.2.8 Qwest Responsibilities for On-going Support for OSS Interfaces

12.2.8.1 Qwest will support previous IMA EDI releases for six (6) months after the next subsequent IMA EDI release has been deployed.

12.2.8.2 Qwest will provide written notice to CLEC of the need to migrate to a new release.

12.2.8.3 Qwest will provide an EDI Implementation Coordinator to work with CLEC for business scenario re-certification, migration and data conversion strategy definition.

12.2.8.4 Re-certification is the process by which CLECs demonstrate the ability to generate correct transactions for the new release. For each new release a decision will be made for each product as to the necessity of re-certification. Qwest will provide the suite of tests for re-certification to CLEC with the issuance of the disclosure document.

12.2.8.5 CLEC Responsibilities for On-going Support for OSS Interfaces is documented in the next section.

2.2.9 CLEC Responsibilities for On-going Support for OSS Interfaces

2.2.9.1 If using the IMA GUI interface, CLEC must work with Qwest to train CLEC personnel on the IMA GUI functions that CLEC will be using. Qwest and CLEC shall concur on which IMA GUI functions should be included in CLEC's training. Qwest and CLEC shall make reasonable efforts to schedule training in a timely fashion.

2.2.9.2 An exchange protocol will be used to transport EDI formatted content. CLEC must perform certification testing of exchange protocol prior to using the IMA EDI interface.

2.2.9.3 If CLEC is using the IMA EDI interface, Qwest shall provide CLEC with a pre-allotted amount of time to complete certification of its business scenarios. It is the sole responsibility of CLEC to schedule an appointment with Qwest for certification of its business scenarios. CLEC must comply with the agreed upon dates and times scheduled for the certification of its business scenarios. If the certification of business scenarios is delayed due to CLEC, it is the sole responsibility of CLEC to schedule new appointments for certification of its business scenarios. Conflicts in the schedule could result in certification being delayed. If a delay is due to Qwest, Qwest will honor CLEC's schedule through the use of alternative hours.

2.2.9.4 If CLEC is using the IMA EDI interface, CLEC must work with Qwest to certify the business scenarios that CLEC will be using in order to ensure successful transaction processing. Qwest and CLEC shall mutually agree to the business scenarios for which CLEC requires certification. Certification is granted only for a specific release of the IMA EDI interface.

2.2.9.5 New releases of the IMA EDI interface may require re-certification of some or all business scenarios. A determination as to the need for re-certification will be made by the Qwest coordinator in conjunction with the release manager of each IMA EDI release. Notice of the need for re-certification will be provided to CLEC as the new release is implemented. The suite of re-certification test scenarios will be provided to CLEC with the disclosure document.

2.2.9.6 CLEC will contact the Qwest EDI Implementation Coordinator to initiate the migration process. CLEC must complete the re-certification and migration to the new IMA EDI release within six (6) months of the deployment of the new release.

2.2.9.7 CLEC will be expected to execute the re-certification test cases in the interoperability test environment. CLEC will provide Purchase Order Numbers (PONs) of the successful test cases to Qwest.

2.2.9.8 Additional information regarding the IMA EDI re-certification process is documented by CLEC Industry Team in *Converting to a New IMA EDI Release* located in the CICMP web site at http://www.uswest.com/carrier/bulletins/cicmp.html.

2.2.9.9 In the event of electronic interface trouble, CLEC shall use its best efforts to isolate and resolve the trouble using the guidelines. If CLEC cannot resolve the problem, then CLEC should contact the CLEC Systems Help Desk. The CLEC Systems Help Desk is CLEC's Single Point of Contact for electronic interface trouble.

2.2.10 CLEC Support

2.2.10.1 Qwest shall provide assistance to CLEC to understand how to implement and use the OSS functions to which Qwest is providing access. This assistance will include training, documentation, and CLEC Help Desk.

2.2.10.2 CLEC Help Desk

2.2.10.2.1 The CLEC Help Desk will provide a single point of entry for CLEC to gain assistance in areas involving connectivity, system availability, and file outputs. The CLEC Systems Help Desk is available Monday through Friday, 6:00 a.m. until 8:00 p.m. Mountain Time, excluding Qwest holidays. The Help Desk areas are further described below.

2.2.10.2.1.1 Connectivity covers trouble with CLEC's access to the Qwest system for hardware configuration requirements with relevance to IMA EDI and IMA GUI, software configuration requirements with relevance to IMA EDI and IMA GUI; modem configuration requirements, T1 configuration and dial-in string requirements, firewall access configuration, SecurID configuration, Profile Setup, and password verification.

2.2.10.2.1.2 System Availability covers system errors generated during an attempt by CLEC to place orders or open trouble reports through IMA EDI and IMA GUI. These system errors are limited to: POTS; Design Services and Repair.

2.2.10.2.1.3 File Outputs covers CLEC's output files and reports produced from its usage and order activity. File outputs system errors are limited to: Daily Usage File; Loss / Completion

File, IABS Bill, CRIS Summary Bill, Category 11 Report and SAG/FAM Reports.

2.2.10.3 Additional assistance to CLECs is available through various public web sites. These web sites provide electronic interface training information and user documentation and technical specifications and are located at http://www.uswest.com/carrier/.

2.2.11 Compensation/Cost Recovery

On-going and one-time startup charges as applicable will be billed as specified by the Commission upon completion of the South Dakota Generic Cost Docket. On an interim basis, on-going and onetime startup charges, as contained in Exhibit A of this Amendment, apply. Qwest shall establish rates for any systems charges not included in the South Dakota Generic Cost Docket.

2.3 Maintenance and Repair

2.3.1 Service Levels

2.3.1.1 Qwest will provide repair and maintenance for all services covered by this Amendment in a manner equal to that which Qwest provides for itself.

2.3.1.2 During the term of this Amendment, Qwest will provide necessary maintenance business process support to allow CLEC to provide similar service quality to that provided by Qwest to its end users.

2.3.1.3 Qwest will perform repair service that is equal in timeliness and quality to that which it provides to its own end users.

2.3.2 Branding

2.3.2.1 Should Qwest need to use various forms for communication with CLEC end users (while out on premise dispatches on behalf of CLEC, for example), Qwest will use unbranded forms.

2.3.2.2 If required by CLEC, Qwest will use branded forms at CLEC's full expense, covering training costs, storage, printing, distribution and all other branding-related costs.

2.3.3 Service interruptions

2.3.3.1 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 Amendment 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 the plant of the other Party, its affiliated companies, or its connecting concurring carriers involved in its services; 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".

2.3.3.2 If it is confirmed that either Party is causing an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the "Impaired Party") shall promptly 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 attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment.

2.3.3.3 To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Amendment, each Party shall designate a repair center for such service.

2.3.3.4 Each Party shall furnish a trouble reporting telephone number for the designated repair center. This number shall give access to the location where records are normally located and where current status reports on any trouble reports are readily available. If necessary, 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.

2.3.3.5 Before either Party reports a trouble condition, it shall use its best efforts to isolate the trouble to the other's facilities.

2.3.3.5.1 In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to other interconnecting CLECs and itself.

2.3.3.5.2 The Parties shall cooperate in isolating trouble conditions.

2.3.4 Trouble Isolation

2.3.4.1 Pursuant to applicable South Dakota Exchange and Network Services Catalog, Section 13, Qwest will bill appropriate Trouble Isolation Charges for dispatched work done by Qwest where the trouble is found to be on the end user's side of the NID or trouble is found to be in CLEC's portion of the network.

2.3.4.2 Other Trouble Isolation Charges may be imposed by Qwest on CLEC for other internal repair work incurred on behalf of CLEC and later found to be in CLEC network components.

2.3.5 Inside Wire Maintenance

Except where specifically required by state or federal regulatory mandates, Qwest will not perform any maintenance of inside wire (premise wiring beyond the end user's NID) for CLEC or its end users.

2.3.6 Testing/Test Requests/Coordinated Testing/UNEs

2.3.6.1 Qwest shall have no obligation to test an end user's line or circuit but may in appropriate circumstances.

2.3.6.2 Prior to any test being conducted on a line, Qwest must receive a trouble report from CLEC.

2.3.6.3 Qwest end users are not given test results. On manually-reported trouble, Qwest will not provide to CLEC the test results for its trouble reports. For electronically-reported trouble, CLEC may be provided various basic test results.

2.3.6.4 Qwest's test systems do not support testing of unbundled network elements. CLEC shall isolate the trouble condition on UNE end users to Qwest's portion of the end user's service before Qwest accepts a trouble report for that end user.

2.3.7 Workcenter Interfaces

2.3.7.1 Qwest and CLEC shall work cooperatively to develop positive, close working relationships among corresponding workcenters involved in the trouble resolution processes.

2.3.8 Misdirected Repair Calls

2.3.8.1 CLEC and Qwest will employ the following procedures for handling misdirected repair calls:

2.3.8.1.1 CLEC and Qwest will provide their respective end users with the correct telephone numbers to call for access to their respective repair bureaus.

2.3.8.1.2 End users of CLEC shall be instructed to report all cases of trouble to CLEC. End users of Qwest shall be instructed to report all cases of trouble to Qwest.

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

2.3.8.1.4 CLEC and Qwest will provide their respective repair contact numbers to one another on a reciprocal basis.

2.3.8.1.5 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 end users to market services. Either Qwest or CLEC may respond with accurate information in answering end-user questions.

2.3.9 Major Outages/Restoral/Notification

2.3.9.1 Qwest will notify CLEC of major network outages as soon as is practical. This notification will be via e-mail to CLEC's identified contact. With the minor exception of certain proprietary information, Qwest will utilize the same thresholds and processes for external notification as it does for internal purposes. This major outage information will be sent via e-mail on the same frequency schedule as is provided internally within Qwest. Service restoration will be non-discriminatory, and will be accomplished as quickly as possible according to Qwest and/or industry standards.

2.3.9.2 Qwest will meet with associated personnel from CLEC to share contact information and review Qwest's outage restoral processes and notification processes.

2.3.9.3 Qwest's emergency restoration process operates on a 7X24 basis.

2.3.10 Protective Maintenance

2.3.10.1 Qwest will perform scheduled maintenance equal in quality to that which it provides to itself.

2.3.10.2 Qwest will work cooperatively with CLEC to develop industry-wide processes to provide as much notice as possible to CLEC of pending maintenance activity. Such process work will include establishment of reasonable thresholds and notification standards.

2.3.11 Hours of Coverage

2.3.11.1 Qwest's repair operation is seven days a week, 24 hours a day. Not all functions or locations are covered with scheduled employees on a 7X24 basis. Where such 7X24 coverage is not available, Qwest's repair operations center (always available 7X24) can call-out technicians or other personnel required for the situation.

2.3.12 Escalations

2.3.12.1 Qwest will provide trouble escalation procedures to CLEC. Such procedures will be based on the processes Qwest employs for its own end users. Qwest escalations are manual processes.

2.3.12.2 Qwest repair escalations begin with calls to the up-front trouble reporting centers.

2.3.13 Dispatch

2.3.13.1 Qwest will provide maintenance dispatch personnel on the same schedule as it provides for its own end users.

2.3.13.2 Upon the receipt of a trouble report from CLEC, Qwest will do all that is reasonable and practical, according to internal and industry standards, to resolve the repair condition. Qwest will dispatch repair personnel on occasion to repair the condition. It will be Qwest's decision whether or not to send a technician out on a dispatch. Qwest reserves the right to make this dispatch decision based on the best information available to it in the trouble resolution process. It is not always necessary to dispatch to resolve trouble; should CLEC require a dispatch when Qwest believes the dispatch is not necessary, appropriate charges will be billed by Qwest to CLEC for those dispatch-related costs.

2.3.13.3 For POTS lines, Qwest will not request authorization from CLEC prior to dispatch. For lines supported by Qwest's designed services process, Qwest may accept CLEC authorization to dispatch. Qwest's operational processes are regularly reviewed and may be altered in the future. Should processes be changed, CLEC will be notified.

2.3.13.4 CLEC shall perform appropriate trouble isolation and screening prior to submitting a trouble report to Qwest.

2.3.14 Electronic Reporting

2.3.14.1 CLEC may submit Trouble Reports through IMA or MEDIACC EB.

2.3.15 Intervals/Parity

2.3.15.1 Similar trouble conditions, whether reported on behalf of Qwest end users or on behalf of CLEC end users, will receive similar commitment intervals.

2.3.16 Jeopardy Management

2.3.16.1 Notification to CLEC will be given on the same basis that a trouble report interval is likely to be missed.

2.3.17 Trouble Screening

2.3.17.1 CLEC shall screen and test its end user trouble reports completely enough to insure that it sends to Qwest only trouble reports that involve Qwest facilities.

2.3.17.2 Qwest will cooperate with CLEC to show CLEC how Qwest screens trouble conditions in its own centers, so that CLEC will employ similar techniques in its centers.

2.3.18 Maintenance Standards

2.3.18.1 Qwest will cooperate with CLEC to meet the maintenance standards outlined in this Amendment.

2.3.18.2 On manually-reported trouble, Qwest will inform CLEC of repair completion as soon as is practical after its completion. On electronically reported trouble reports the electronic system will automatically update status information, including trouble completion, across the joint electronic gateway.

2.3.19 End User Interfaces

2.3.19.1 CLEC will be responsible for all interactions with its end users including service call handling and notifying its end users of trouble status and resolution.

2.3.19.2 All Qwest employees who perform repair service for CLEC end users will be trained in non-discriminatory behavior.

2.3.20 Repair Call Handling

2.3.20.1 Manually-reported repair calls by CLEC to Qwest will be answered with the same quality and speed as Qwest answers calls from its own end users.

2.3.21 Single Point of Contact

2.3.21.1 Qwest will provide a single point of contact for CLEC to report maintenance issues and trouble reports seven days a week, twenty-four hours a day. A single 7X24 trouble reporting telephone number will be provided to CLEC for each category of trouble situation being encountered.

2.3.22 Network Information

2.3.22.1 Qwest maintains an information database, available to CLEC for the purpose of allowing CLEC to obtain information about Qwest's NPAs, LATAs, Access Tandems and Central Offices.

2.3.22.2 This database is known as the ICONN database, available to CLEC via Qwest's Web site.

2.3.22.3 CPNI information and NXX activity reports are also included in this database.

2.3.22.4 ICONN is updated every two weeks.

2.3.23 Maintenance Windows

2.3.23.1 Generally, Qwest performs major switch maintenance activities off-hours, during certain "maintenance windows".

2.3.23.2 Generally, the maintenance window is between 10:00 p.m. through 6:00 am Monday through Friday, and Saturday 10:00 p.m. through Monday 6:00 am, Mountain Time.

2.3.23.3 Although Qwest normally does major switch maintenance during the above maintenance window, there will be occasions where this will not be possible.

2.3.23.4 Planned generic upgrades to Qwest switches are included in the ICONN database, available to CLEC via Qwest's Web site.

EXHIBIT A

SOUTH DAKOTA

9.2 Unbundled Loops			
9.2.1 Analog Loops			
9.2.1.1 2-Wire Voice Grade		$21.09	See Installation options Section 9.2.4
9.2.1.2 4-Wire Voice Grade		$39.34	See Installation options Section 9.2.4
9.2.2 Non-loaded Loops			
9.2.2.1 2-wire Non-loaded Loop		$21.09	See Installation options Section 9.2.4 and See also Section 9.2.2.3
9.2.2.2 4-wire Non-loaded Loop		$39.34	See Installation options Section 9.2.4 and See also Section 9.2.2.3
9.2.2.3 Cable Unloading/Bridge Tap Removal			$58.50
9.2.3 Digital Capable Loops			
9.2.3.1 Basic Rate ISDN Capable Loop		$21.09	See Installation options Section 9.2.4 and See also Section 9.2.2.3
9.2.3.2 DS1 Capable Loop		$111.97	See Installation options Section 9.2.5 and See also Section 9.2.2.3
9.2.3.3 DS3 Capable Loop		$1326.93	See Installation options Section 9.2.6 and See also Section 9.2.2.3
9.2.3.4 2-Wire Extension Technology		$21.49	
9.2.4 DS0 Loop Installation Charges	See related monthly recurring charges in Sections 9.2.1 – 9.2.3 above.		
9.2.4.1 Basic Installation			
First Loop			$106.29
Each Additional Loop			$58.44
9.2.4.2 Basic Installation with Performance Testing			
First Loop			$170.75
Each Additional Loop			$86.69
9.2.4.3 Coordinated Installation with Cooperative Testing			
First Loop			$220.19
Each Additional Loop			$157.56
9.2.4.4 Coordinated Installation without			

	Cooperative Testing			
	First Loop			Under Development
	Each Additional Analog Loop			Under Development
9.2.5	DS1 Loop Installation Charges	See related monthly recurring charges in Sections 9.2.1 – 9.2.3 above.		
9.2.5.1	Basic Installation			
	First Loop			$151.75
	Each Additional Loop			$119.31
9.2.5.2	Basic Installation with Performance Testing			
	First Loop			$346.83
	Each Additional Loop			$290.88
9.2.5.3	Coordinated Installation with Cooperative Testing			
	First Loop			$386.61
	Each Additional Loop			$330.08
9.2.5.4	Coordinated Installation without Cooperative Testing			
	First Loop			$156.79
	Each Additional Analog Loop			$124.35
9.2.6	DS3 Loop Installation Charges	See related monthly recurring charges in Sections 9.2.1 – 9.2.3 above.		
9.2.6.1	Basic Installation			
	First Loop			$151.75
	Each Additional Loop			$119.31
9.2.6.2	Basic Installation with Performance Testing			
	First Loop			$346.83
	Each Additional Loop			$290.88
9.2.6.3	Coordinated Installation with Cooperative Testing			
	First Loop			$386.61
	Each Additional Loop			$330.08
9.2.6.4	Coordinated Installation without Cooperative Testing			
	First Loop			$156.79
	Each Additional Analog Loop			$124.35
9.3	**Subloop**			
9.3.1	2-Wire Distribution Loop		$19.84	$120.85
9.3.2	Installation for Each Additional 2-Wire Distribution Loop			$55.26
9.3.3	DS1 Capable Feeder Loop		$84.17	$384.67
9.3.4	DS1 Capable Feeder Loop, Each Additional			$311.12
9.3.5	OSS		Under Development	Under Development
9.4	**Field Connection Point**			
9.4.1	Feasibility Fee/Quote Preparation Fee			$1695.15
9.4.2	Construction Fee			ICB
9.5	**Line Sharing**			

9.5.1	Shared Loop, per Loop		$10.55	$71.80
9.5.2	OSS, per Order			$3.13
9.5.3	Engineering – Collocation Augment			ICB
9.5.4	Splitter Shelf Charge		$4.85	$2893.50
9.5.5	Splitter TIE Cable Connections			$1303.65
9.6	**Network Interface Device (NID)**			$56.58
		Recurring Fixed	**Recurring Per Mile**	**Nonrecurring**
9.7	**Unbundled Dedicated Interoffice Transport (UDIT)**			
9.7.1	DS0 UDIT			$293.55
	DS0 Over 0 to 8 Miles	$17.14	$0.09	
	DS0 Over 8 to 25 Miles	$17.12	$0.12	
	DS0 Over 25 to 50 Miles	$17.13	$0.11	
	DS0 Over 50 Miles	$17.14	$0.07	
9.7.2	DS1 UDIT			$302.91
	DS1 Over 0 to 8 Miles	$34.75	$0.95	
	DS1 Over 8 to 25 Miles	$34.76	$1.82	
	DS1 Over 25 to 50 Miles	$34.76	$1.77	
	DS1 Over 50 Miles	$34.75	$1.23	
9.7.3	DS3 UDIT			$302.91
	DS3 Over 0 to 8 Miles	$236.22	$10.43	
	DS3 Over 8 to 25 Miles	$236.53	$10.03	
	DS3 Over 25 to 50 Miles	$236.71	$9.91	
	DS3 Over 50 Miles	$243.94	$24.44	
9.7.4	OC-3 UDIT			$331.92
	OC-3 Over 0 to 8 Miles	$875.75	$233.19	
	OC-3 Over 8 to 25 Miles	$863.21	$71.21	
	OC-3 Over 25 to 50 Miles	$843.00	$88.94	
	OC-3 Over 50 Miles	$874.93	$60.73	
9.7.5	OC-12 UDIT			$331.92
	OC-12 Over 0 to 8 Miles	$1895.24	$138.54	
	OC-12 Over 8 to 25 Miles	$1843.86	$151.96	
	OC-12 Over 25 to 50 Miles	$2173.46	$86.79	
	OC-12 Over 50 Miles	$2128.24	$92.64	
9.7.6	DS0 UDIT Low Side Channelization		$14.04	
9.7.7	Multiplexing			
	DS3 to DS1		$181.28	$280.77
	DS1 to DS0		$191.32	$267.45
	DS1/DS0 Low Side Channelization		$8.01	
9.7.8	Extended Unbundled Dedicated Interoffice Transport			
	DS1 E-UDIT		$56.58	$448.36
	DS3 E-UDIT		$292.81	$448.36
	OC-3 E-UDIT		$982.70	$448.36
	OC-12 E-UDIT		$1323.32	$448.36
9.8	**Unbundled Dark Fiber (UDF)**			
9.8.1	Initial Records Inquiry (IRI)			$184.99
9.8.2	Mid-Point Structure Inquiry (MPSI)			$210.36

9.8.3	Field Verification and Quote Preparation (FVQP)			$1536.39
9.8.4	UDF-IOF Charges			
	9.8.4.1 Order Charge Per Route / Order			$58.62
	9.8.4.2 Order Charge ea. Addl. Pr/Same Route			$29.76
	9.8.4.3 Termination, Fixed Per Pair/Office		$7.15	
	9.8.4.4 Fiber Transport, per Mile		$76.90	
	9.8.4.5 Fiber Cross-Connect Per Pair/Office		$4.08	$22.30
9.8.5	UDF-Loop Charges			
	9.8.5.1 Order Charge Per Route/Order			$583.00
	9.8.5.1 Order Charge ea. Addl Per/ Same Route			$29.76
	9.8.5.2 Termination, Fixed Per Pair/Office		$7.03	
	9.8.5.3 Termination, Fixed Per Pair/Pre,		$6.29	
	9.8.5.4 Fiber Transport, per Route		$192.76	
	9.8.5.5. Fiber Cross-Connect Per Pair/Office		$4.08	$22.30
9.9 Shared Transport				
9.9.1	Per Minute of Use - TELRIC Based Rate		$0.001388	
9.10 Unbundled Customer Controlled Rearrangement Element (UCCRE)				
9.10.1	DS1 Port		ICB	ICB
9.10.2	DS3 Port		ICB	ICB
9.10.3	Dial Up Access		ICB	
9.10.4	Attendant Access		ICB	
9.10.5	Virtual Ports			ICB
9.11 Local Tandem Switching				
9.11.1	DS1 Local Message Trunk Port			$337.95
9.11.2	Trunk Group – First Trunk			$278.91
9.11.3	Message Trunk Group – Each Additional Trunk			$8.64
9.11.4	Per Minute of Use		$0.001748	
9.12 Local Switching				
9.12.1	**Local Switching - TELRIC Based Rates**			
	9.12.1.1 Analog Line Side Port, First Port		$1.84	$101.15
	9.12.1.2 Each Additional Port (ordered concurrently with an unbundled loop)		$1.84	$54.43
	9.12.1.3 Vertical Features			
	Call Hold		$0.0568	
	Call Transfer		$0.2166	
	Three Way Calling		$0.0903	
	Call Pickup		$0.0527	
	Call Waiting/Cancel Call Waiting		$0.1330	
	Distinctive Ringing		$0.0797	
	Speed Call Long – Customer Change		$0.0654	
	Station Dial Conferencing (6-way)		$1.0508	
	Call Forwarding Busy Line		$0.1356	
	Call Forwarding Don't Answer		$0.1506	
	Call Forwarding Variable		$0.1414	
	Call Forwarding Variable Remote		$0.1128	
	CLASS – Call Waiting ID		$0.0510	
	CLASS – Calling Name & Number		$0.1915	
	CLASS – Calling Number Delivery		$0.0808	
	CLASS – Calling Number Delivery –Blocking		$0.3822	
	CLASS – Continuous Redial		$0.5008	
	CLASS – Last Call Return		$0.4258	
	CLASS – Priority Calling		$1.0829	
	CLASS – Selective Call Forwarding		$0.9206	
	CLASS – Selective Call Rejection		$1.7651	

CLASS – Anonymous Call Rejection		$0.3937	
Call Park (Store & Retrieve)		$0.1289	
Message Waiting Indication A/V		$0.0662	
9.12.1.4 Subsequent Order Charge			$12.75
9.12.1.5 Digital Line Side Port (Supporting BRI ISDN)		$18.15	
9.12.1.5.1 First Port			Under Development
9.12.1.5.2 Each Additional Port			Under Development
9.12.1.6 Digital Trunk Ports			
9.12.1.6.1 DS1 Local Message Trunk Port			Under Development
9.12.1.6.2 Message Trunk Group, First Trunk			Under Development
9.12.1.6.3 Message Trunk Group, Each Additional			Under Development
9.12.1.6.4 DS1 PRI ISDN Trunk Port		$286.02	$718.17
9.12.1.7 Local Usage, per Minute of Use		$0.003469	
9.12.2 Local Switching - Market Based Rates			
9.12.2.1 Analog Line Side Port, First Port		Not Available	Not Available
9.12.2.2 Each Additional Port (ordered concurrently with an unbundled loop)		Not Available	Not Available
9.12.2.3 Vertical Features			
Call Hold		Not Available	
Call Transfer		Not Available	
Three Way Calling		Not Available	
Call Pickup		Not Available	
Call Waiting/Cancel Call Waiting		Not Available	
Distinctive Ringing		Not Available	
Speed Call Long – Customer Change		Not Available	
Station Dial Conferencing (6-way)		Not Available	
Call Forwarding Busy Line		Not Available	
Call Forwarding Don't Answer		Not Available	
Call Forwarding Variable		Not Available	
Call Forwarding Variable Remote		Not Available	
CLASS – Call Waiting ID		Not Available	
CLASS – Calling Name & Number		Not Available	
CLASS – Calling Number Delivery		Not Available	
CLASS – Calling Number Delivery –Blocking		Not Available	
CLASS – Continuous Redial		Not Available	
CLASS – Last Call Return		Not Available	
CLASS – Priority Calling		Not Available	
CLASS – Selective Call Forwarding		Not Available	
CLASS – Selective Call Rejection		Not Available	
CLASS – Anonymous Call Rejection		Not Available	
Call Park (Store & Retrieve)		Not Available	
Message Waiting Indication A/V		Not Available	
9.12.2.4 Subsequent Order Charge			Not Available
9.12.2.5 Digital Line Side Port (Supporting BRI ISDN)		Not Available	
9.12.2.5.1 First Port			Not Available

9.12.2.5.2	Each Additional Port			Not Available
9.12.2.6	Digital Trunk Ports			
9.12.2.6.1	DS1 Local Message Trunk Port			Not Available
9.12.2.6.2	Message Trunk Group, First Trunk			Not Available
9.12.2.6.3	Message Trunk Group, Each Additional			Not Available
9.12.2.6.4	DS1 PRI ISDN Trunk Port		Not Available	Not Available
9.12.2.7	Local Usage, per Minute of Use		Not Available	
9.13	**Customized Routing**			
9.13.1	Development of Custom Line Class Code – Directory Assistance or Operator Services Routing Only			ICB*
9.13.2	Installation Charge, per Switch – Directory Assistance or Operator Service Routing Only			ICB*
9.13.3	All Other Custom Routing		ICB*	ICB*
9.14	**Common Channel Signaling/SS7**			
9.14.1	CCSAC STP Port		$425.00*	ICB*
9.14.2	CCSAC Options Activation Charge			
9.14.2.1	Basic Translations			
	First Activation, per Order			$107.17*
	Each Additional Activation, per Order			$7.32*
9.14.2.2	CCSAC Options Database Translations			
	First Activation per order			$121.82*
	Each additional Activation per order			$43.95*
9.14.3	Signal Formulation, ISUP, Per Call Set-Up Request		$0.00108*	
9.14.4	Signal Transport, ISUP, Per Call Set-Up Request		$0.00145*	
9.14.5	Signal Transport, TCAP, per Data Request		$0.00047*	
9.14.6	Signal Switching, ISUP, Per Call Set-Up Request		$0.00146*	
9.14.7	Signal Switching, TCAP, Per Data Request		$0.00048*	
9.15	**Advanced Intelligent Network (AIN)**			
9.15.1	AIN Customized Services (ACS)			ICB*
9.15.2	AIN Platform Access (APA)		ICB*	ICB*
9.15.3	AIN Query Processing, per Query		ICB*	
9.16	**Line Information Database (LIDB)**			
9.16.1	LIDB Storage			No Charge
9.16.2	Line Validation Administration System Access (LVAS)			Under Development
9.16.2.1	LIDB/ICNAM Line Record initial Load			
9.16.2.1.1	Up to 20,000 Line Records			$2901.00*
9.16.2.1.2	Over 20,000 Line Records			ICB*
9.16.2.2	Mechanized Service Account Update, per Addition or Update Processed		Under Development	
9.16.2.3	Individual Line Record Audit			Under Development
9.16.2.4	Account Group Audit			Under Development
9.16.2.5	Expedited Request Charge for Manual Updates			Under Development

	9.16.3	LIDB Query Service, per Query		Under Development	
	9.16.4	Fraud Alert Notification, per Alert		No Charge	
9.17	**8XX Database Query Service**				
	9.17.1	Basic Query, per Query		$0.000049	
	9.17.2	POTS Translation		$0.000014	
	9.17.3	Call Handling & Destination Feature		$0.000004	
9.18	**ICNAM, Per Query**			$0.001321	
9.19	**Construction Charges**			ICB*	ICB*
9.20	**Miscellaneous Elements**				
	Additional Engineering – Basic				$30.18
	Additional Engineering – Overtime				$38.96
	Additional Labor Installation – Overtime				$8.58
	Additional Labor Installation – Premium				$17.17
	Additional Labor Other – Basic				$29.34
	Additional Labor Other – Overtime				$36.28
	Additional Labor Other – Premium				$44.17
	Testing and Maintenance – Basic				$27.97
	Testing and Maintenance – Overtime				$37.42
	Testing and Maintenance – Premium				$46.89
	Maintenance of Service – Basic				$26.34
	Maintenance of Service – Overtime				$35.26
	Maintenance of Service – Premium				$44.17
	Additional COOP Acceptance Testing – Basic				$27.97
	Additional COOP Acceptance Testing – Overtime				$37.42
	Additional COOP Acceptance Testing – Premium				$46.89
	NonScheduled COOP Testing - Basic				$27.97
	NonScheduled COOP Testing – Overtime				$37.42
	NonScheduled COOP Testing – Premium				$46.89
	NonScheduled Manual Testing – Basic				$27.97
	NonScheduled Manual Testing – Overtime				$37.42
	NonScheduled Manual Testing – Premium				$46.89
	Additional Dispatch				$83.34
	Date Change				$12.89
	Design Change				$59.51
	Expedite Charge				ICB*
	Cancellation Charge				ICB*
12.0	**Operational Support Systems**				
	12.1	Development and Enhancements, per Order			Under Development
	12.2	Ongoing Maintenance, per Order		Under Development	
	12.3	Daily Usage Record File, per Record		$0.0011*	
	12.4	Trouble Isolation Charge			Section 12, U S WEST'S South Dakota Exchange and Network Services Catalog

NOTES:

* Unless otherwise indicated, all rates are pursuant to the U S WEST and AT&T Interconnection Agreement approved by the South Dakota Public Utilities Commission in Docket Number TC-184, effective March 4, 1999.

[1] Rates not addressed in U S WEST/AT&T Interconnection Arbitration Docket. (TELRIC based where required.)
[2] Market-based rates not addressed in U S WEST/AT&T Interconnection Arbitration Docket.
[3] ICB, Individual Case Basis pricing.
[4] Rates per FCC Guidelines.
[5] Enhanced Extended Loop is available in density zone 1 wire centers within the top 50 MSA's as designated by the FCC. U S WEST's territory contains six (6) of the top 50 MSA's and 14 wire centers within those six (6). South Dakota does not contain any of these wire centers.
[6] Estimated TELRIC rates not addressed in U S WEST/AT&T Interconnection Arbitration Docket.
[7] Pursuant to Order TC 96-184, the recurring rate is applicable for the first two years of the agreement. After that period, the Entrance Enclosure recurring rate is $2.83.

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of November 16, 2000 through November 22, 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

TELECOMMUNICATIONS

TC00-185 **In the Matter of the Filing for Approval of a First Amendment to an Interconnection Agreement between Qwest Corporation and NewPath Holdings, Inc.**

An Amendment No. 1 to the Interconnection Agreement between NewPath Holdings, Inc. and Qwest Corporation (Qwest) was filed with the Commission for approval. The agreement is a negotiated agreement with the parties adopting the previously negotiated interconnection agreement between NewPath Holdings, Inc. and Qwest approved by the Commission effective August 16, 2000 in Docket TC00-099.* Amendment No. 1 replaces existing UNE and OSS language, including OSS terms conditions and rates. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than December 11, 2000. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

* The application indicates that TC00-099 was an "arbitrated interconnection agreement" but records indicate it too was a negotiated agreement.

Staff Attorney: Kelly Frazier
Date Docketed: 11/21/00
Initial Comments Due: 12/11/00

TC00-186 **In the Matter of the Filing for Approval of Second and Third Amendments to an Interconnection Agreement between Qwest Corporation and New Edge Network, Inc. d/b/a New Edge Networks.**

Amendments Nos. 2 and 3 to the Interconnection Agreement between New Edge Network, Inc. and Qwest Corporation (Qwest) were filed with the Commission for approval. The agreements are negotiated agreements with the parties adopting the previously negotiated interconnection agreement between New Edge Network, Inc. and Qwest approved by the Commission effective January 12, 2000 in Docket TC99-109.* Amendment No. 2 adds terms,

conditions and rates for IDSL and DS3 Capable Loops. Amendment No. 3 revises the existing intervals for collocation augments, extends additional access to loop qualification data, adds language regarding processes and intervals for unbundled loop order provisioning, adds a self-executing service performance program and adds language regarding the ordering and provisioning of collocation and UNE facilities. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than December 11, 2000. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

* The application indicates that TC99-109 was an "arbitrated interconnection agreement" but records indicate it too was a negotiated agreement.

Staff Attorney: Kelly Frazier
Date Docketed: 11/21/00
Initial Comments Due: 12/11/00

TC00-187 In the Matter of the Filing for Approval of a Second Amendment to an Interconnection Agreement between Qwest Corporation and AT&T Communications of the Midwest, Inc.

An Amendment No. 2 to the Interconnection Agreement between AT&T Communications of the Midwest, Inc. (AT&T) and Qwest Corporation (Qwest) was filed with the Commission for approval. The agreement is a negotiated agreement with the parties adopting the arbitrated interconnection agreement between AT&T and Qwest approved by the Commission in Docket TC96-184. Amendment No. 2 adds terms, conditions and rates for Local Number Portability Managed Cuts. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than December 11, 2000. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 11/21/00
Initial Comments Due: 12/11/00

TC00-188 In the Matter of the Application of Encompass Communications, L.L.C. for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.

Encompass Communications, L.L.C. has filed a request for a Certificate of Authority to provide resold telecommunications services throughout South Dakota. Encompass Communications intends to offer interexchange services,

including 1+ and 101XXXX outbound dialing, 800/888 toll-free inbound dialing, directory assistance, data services, travel card service, and prepaid calling card service.

Staff Analyst: Michele Farris
Staff Attorney: Kelly Frazier
Date Docketed: 11/21/00
Intervention Deadline: 12/08/00

TC00-189 In the Matter of the Application of Claricom Networks, Inc. d/b/a Staples Communications-Networks for a Certificate of Authority to Provide Local Exchange Services in South Dakota.

Claricom Networks, Inc. d/b/a Staples Communications-Networks is seeking a Certificate of Authority to provide local exchange telecommunication services in South Dakota. The applicant intends to resell Qwest Corporation services primarily to business customers.

Staff Analyst: Keith Senger
Staff Attorney: Kelly Frazier
Date Docketed: 11/21/00
Intervention Deadline: 12/08/00

TC00-190 In the Matter of the Filing by Black Hills FiberCom, LLC for Approval of its Intrastate Switched Access Tariff and for an Exemption from Developing Company Specific Cost-Based Switched Access Rates.

Black Hills FiberCom filed an application with the Commission for approval of its Intrastate Switched Access Tariff No. 1. The tariff filing is a concurrence in the rates, terms and conditions of the current LECA Tariff No. 1, with the exception of the switched access rates which are based on a statewide average. The company is also requesting that the Commission exempt it from the requirement to develop intrastate switched access rates based on company specific costs. The company is requesting an effective date of November 22, 2000.

Staff Analyst: Heather Forney
Staff Attorney: Kelly Frazier
Date Docketed: 11/22/00
Intervention Deadline: 12/08/00

TC00-191 In the Matter of the Filing by Qwest Corporation for Approval of its Statement of Generally Available Terms.

Qwest Corporation (Qwest) filed with the Commission a Statement of Generally Available Terms and Conditions (SGAT) and a Compliance Filing Modifying Qwest's SGAT to Adopt Collocation Provision Intervals Set by the FCC (Compliance Filing). In its SGAT filing, Qwest states that it is requesting that the Commission open a docket for review of the SGAT; that it has triggered the 90-day review period under Section 252(f)(3) of the Telecommunications Act of 1996 (Act); and that it provides Qwest's model contract offering that will frame discussions for the Act's 271 process. In its Compliance Filing, Qwest requests that the Commission issue an Order allowing section 8.4 of the SGAT to be amended consistent with the intervals set forth by the FCC.

Commission Contact: Bill Bullard
Date Docketed: 11/22/00
Intervention Deadline: 12/08/00

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE FILING FOR APPROVAL OF A FIRST AMENDMENT TO AN INTERCONNECTION AGREEMENT BETWEEN QWEST CORPORATION AND NEWPATH HOLDINGS, INC.	)))))	ORDER APPROVING FIRST AMENDMENT TO AGREEMENT TC00-185

On November 21, 2000, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) a first amendment to an interconnection agreement between NewPath Holdings, Inc. (NewPath) and Qwest. The first amendment replaces existing UNE and OSS language, including OSS terms, conditions and rates.

On November 23, 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 comment on the parties' request for approval had until December 11, 2000, to do so. No comments were filed.

At its duly noticed January 4, 2001, meeting, the Commission considered whether to approve the negotiated first amendment to the agreement between Qwest and NewPath. 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 amendment does not discriminate against a telecommunications carrier that is not a party to the first amendment and the first amendment is consistent with the public interest, convenience, and necessity. The Commission unanimously voted to approve the first amendment to the agreement. It is therefore

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

Dated at Pierre, South Dakota, this 10th day of January, 2001.

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 Delaine Kolbo

Date 1/12/01

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

JAMES A. BURG, Chairman

PAM NELSON, Commissioner

LASKA SCHOENFELDER, Commissioner