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June 21, 2001

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

Re: Filing of Adoption Letter between Qwest Corporation and NCPR, Inc. d/b/a Nextel Partners  
Our File No. 2104.078

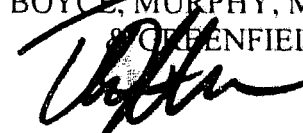
Dear Ms. Elofson:

Pursuant to ARSD 20:10:32:21 enclosed for filing are an original and ten (10) copies of the Adoption Agreement between NCPR, Inc. d/b/a Nextel Partners ("Nextel") 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 terms and conditions of the Interconnection Agreement and any associated amendments, if applicable, between TW Wireless, L.L.C. and Qwest Corporation f/k/a U S WEST Communications, Inc. which was approved by the Commission on February 11, 2000 in Docket No. TC99-123.

Nextel has authorized Qwest to submit this Agreement on Nextel's behalf.

Sincerely yours,

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



Thomas J. Welk

TJW/vjj  
Enclosures

cc: Donald J. Manning - Nextel (enclosure letter only)  
Ms. Colleen Sevold  
Ms. Luba Hromyk (enclosure letter only)

RECEIVED

JUN 25 2001

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

April 26, 2001

NPCR, Inc. dba Nextel Partners  
4500 Carillon Point  
Kirkland, WA 98033

RECEIVED

JUN 25 2001

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

Dear Mr. Manning:

We have received your request that, under Section 252(i) of the Telecommunications Act of 1996, NPCR, Inc. dba Nextel Partners ("CMRS") wishes to "Pick and Choose" in its entirety, the terms of the Interconnection Agreement and any associated amendments, if applicable, ("Agreement") between TW Wireless, L.L.C. and Qwest Corporation fka U S WEST Communications, Inc. ("Qwest") that was approved by the Commission as an effective agreement in the State of South Dakota. NPCR, Inc. dba Nextel Partners is incorporated in the state of Delaware. We understand you have a copy of the Agreement.

With respect to the aforementioned Agreement, Qwest and CMRS (" the Parties") understand and agree:

1. The Parties shall request the Commission to expedite its review and approval of this Agreement. This Agreement shall become effective upon such approval.
2. Notwithstanding the mutual commitments set forth herein, the Parties are entering into this Agreement without prejudice to any positions they have taken previously, or may take in the future, in any legislative, regulatory, or other public forum addressing any matters, including those relating to the types of arrangements contained in this Agreement. During the proceeding in which the Commission is to review and approve the Agreement, Qwest may point out that it has objected, and continues to object, to the inclusion of the terms and conditions to which it objected in the proceedings involving the approval of the Underlying Agreement.
3. This Agreement contains provisions based upon the decisions and orders of the FCC and the Commission under and with respect to the Act. Currently, court and regulatory proceedings affecting the subject matter of this Agreement are in various stages, including the proceedings where certain of the rules and regulations of the FCC are being challenged. In addition, there is uncertainty in the aftermath of the Supreme Court's decision in AT&T Corp, et al. v. Iowa Utilities Board. Based on that uncertainty, and the regulatory and judicial proceedings which will occur as a result of that decision, the Parties acknowledge that this Agreement may need to be changed to reflect any changes in law. The Agreement has not been corrected to reflect the requirements, claims or outcomes of any of the proceedings. Accordingly, when a final, decision or decisions are made in the proceedings that automatically change and modify the Underlying Agreement, then like changes and modifications will similarly be made to this Agreement. In addition, to the extent rules or laws are based on regulatory or judicial proceedings as a result of the recent Supreme Court decision, this Agreement will be amended to incorporate such changes. In the event of a Commission ruling in a generic cost docket that results in changes to the rates contained in this Agreement, the Agreement shall be automatically modified to reflect such change in rates.
4. Subsequent to the execution of this Agreement, the FCC or the Commission may issue decisions or orders that change or modify the rules and regulations governing implementing of the Act. If such

**Type 2 Wireless Interconnection Agreement**

**Between**

**U S WEST Communications, Inc.**

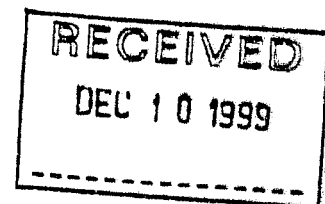
**And**

**TW Wireless, L.L.C.**

**For the State of South Dakota**

**Agreement Number**

**CDS-991111-0247**



April 26, 2001

NPCR, Inc. dba Nextel Partners  
4500 Carillon Point  
Kirkland, WA 98033

RECEIVED

JUN 25 2001

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

Dear Mr. Manning:

We have received your request that, under Section 252(i) of the Telecommunications Act of 1996, NPCR, Inc. dba Nextel Partners ("CMRS") wishes to "Pick and Choose" in its entirety, the terms of the Interconnection Agreement and any associated amendments, if applicable, ("Agreement") between TW Wireless, L.L.C. and Qwest Corporation fka U S WEST Communications, Inc. ("Qwest") that was approved by the Commission as an effective agreement in the State of South Dakota. ~~CMRS~~ ~~is~~ ~~an~~ ~~entity~~ ~~incorporated~~ ~~in~~ ~~the~~ ~~state~~ ~~of~~ ~~Delaware~~. We understand you have a copy of the Agreement.

With respect to the aforementioned Agreement, Qwest and CMRS (" the Parties") understand and agree:

1. The Parties shall request the Commission to expedite its review and approval of this Agreement. This Agreement shall become effective upon such approval.
2. Notwithstanding the mutual commitments set forth herein, the Parties are entering into this Agreement without prejudice to any positions they have taken previously, or may take in the future, in any legislative, regulatory, or other public forum addressing any matters, including those relating to the types of arrangements contained in this Agreement. During the proceeding in which the Commission is to review and approve the Agreement, Qwest may point out that it has objected, and continues to object, to the inclusion of the terms and conditions to which it objected in the proceedings involving the approval of the Underlying Agreement.
3. This Agreement contains provisions based upon the decisions and orders of the FCC and the Commission under and with respect to the Act. Currently, court and regulatory proceedings affecting the subject matter of this Agreement are in various stages, including the proceedings where certain of the rules and regulations of the FCC are being challenged. In addition, there is uncertainty in the aftermath of the Supreme Court's decision in AT&T Corp. et al. v. Iowa Utilities Board. Based on that uncertainty, and the regulatory and judicial proceedings which will occur as a result of that decision, the Parties acknowledge that this Agreement may need to be changed to reflect any changes in law. The Agreement has not been corrected to reflect the requirements, claims or outcomes of any of the proceedings. Accordingly, when a final, decision or decisions are made in the proceedings that automatically change and modify the Underlying Agreement, then like changes and modifications will similarly be made to this Agreement. In addition, to the extent rules or laws are based on regulatory or judicial proceedings as a result of the recent Supreme Court decision, this Agreement will be amended to incorporate such changes. In the event of a Commission ruling in a generic cost docket that results in changes to the rates contained in this Agreement, the Agreement shall be automatically modified to reflect such change in rates.
4. Subsequent to the execution of this Agreement, the FCC or the Commission may issue decisions or orders that change or modify the rules and regulations governing implementing of the Act. If such

changes or modifications alter the state of the law upon which the Underlying Agreement was negotiated and agreed, and it reasonably appears that the parties to the Underlying Agreement would have negotiated and agreed to different term(s) condition(s) or covenant(s) than as contained in the Underlying Agreement had such change or modification been in existence before execution of the Underlying Agreement, then this Agreement shall be amended to reflect such different terms(s), condition(s), or covenant(s). Where the Parties fail to agree upon such an amendment, it shall be resolved in accordance with the Dispute Resolution provision of the Underlying Agreement which is being adopted pursuant to Section 252(i).

5. This Agreement shall continue in force and effect through the initial term of the Underlying Agreement. Thereafter, this Agreement can be terminated by either Party on thirty (30) days written notice, if another interconnection Agreement will not replace the current Agreement. If there is a replacement interconnection Agreement, one Party can notify the other Party that it is requesting Section 251/252 negotiations under the Federal Telecommunications Act of 1996 ("Act"). That notification will trigger the timeframes and procedures contained in Section 252 of the Act, or pursuant to the timeframes set forth by the appropriate state commission. In the event of such notice, the arrangements between our companies shall continue and be governed by the terms of the expired agreement until the new agreement is approved by the appropriate state commission.

6. The Parties agree that Qwest's position has been, and continues to be, that Interconnection Agreements entered into pursuant to Sections 251 and 252 of the Act, including the reciprocal compensation provisions of those Agreements, apply only to local traffic. Local traffic is that traffic that originates and terminates in the same local calling area. Each company bears the burden of proof that the traffic being exchanged is in fact local in nature.

7. CMRS adopts the terms and conditions of TW Wireless, L.L.C. Agreement for interconnection with Qwest and in applying the terms and conditions, agrees that NPCR, Inc. dba Nextel Partners be substituted in place of " TW Wireless, L.L.C. " throughout the Agreement wherever the latter appears.

8. Qwest requests that notice to Qwest Corporation as may be required under the Agreement shall be provided as follows:

To: Qwest Corporation  
Director Interconnection Compliance  
1801 California Street, Room 2410  
Denver, CO 80202

With copy to:  
Qwest Corporation Law Department  
Attention: General Counsel, Interconnection  
1801 California Street, 38th Floor  
Denver, CO 80202

CMRS requests that notice to CMRS as may be required under the Agreement shall be provided as follows:

To: Donald J. Manning  
General Counsel  
Nextel Partners  
4500 Carillon Point  
Kirkland WA 98033  
Phone: 425-576-3660

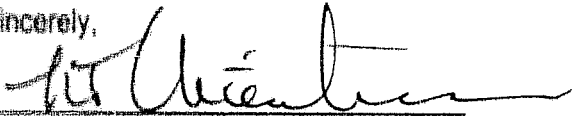
Michael van Eckharkt  
Davis Wright Tremaine  
2600 Century Square  
1501 Fourth Ave.  
Seattle, WA 98101  
Phone: 206-628-7632

9 CMRS represents and warrants that it is a certified provider of local dialtone service in the State of South Dakota, and that this Agreement will cover services in that state only.

Please sign all three original copies of this letter, and overnight them to Heidi Higer, 1801 California St, Suite 2410 - Denver, CO 80202 (Phone: 303-965-3029) by July 26, 2001. After July 26, 2001, Qwest may rescind its willingness to consider the Agreement's terms and conditions, and will consider that you have withdrawn from good faith negotiations.

Please note that Qwest will file this letter with the appropriate state commission for approval; however, some state commissions will not approve the letter until the CMRS is certified by the state commission. You may want to contact the appropriate state commission to determine the requisite filing guidelines.

Sincerely,

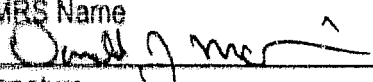


Qwest Corporation  
L.T. Christensen  
Director - Business Policy  
1801 California Street, Suite 23<sup>rd</sup> Floor  
Denver, Colorado 80202

Date

5/7/01

I agree to all terms and conditions contained in this letter as indicated by my signature below:

WPCR, Inc.  
CMRS Name  
  
Signature Donald J. Manning  
Name Vice President  
Title  
4/30/01  
Date

**Type 2 Wireless Interconnection Agreement**

**Between**

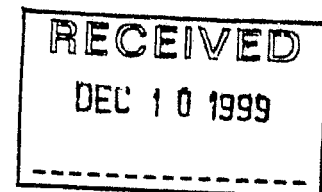
**U S WEST Communications, Inc.**

**And**

**TW Wireless, L.L.C.**

**For the State of South Dakota**

**Agreement Number  
CDS-991111-0247**





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provision of this Agreement. It is expressly understood that this Agreement will be corrected to reflect the outcome of generic pricing proceedings by the Commission. This Section 1.2 shall be considered part of the rates, terms and conditions of each interconnection service, resale and network element arrangement contained in this Agreement, and this Section 1.2 shall be considered legitimately related to the purchase of each interconnection service, service for resale, and network element arrangement contained in this Agreement.

- (A)1.3 This Agreement sets forth the terms, conditions and prices under which USW agrees to provide certain ancillary functions and additional features to TW Wireless, all for the sole purpose of providing Telecommunications Services. The Agreement also sets forth the terms, conditions and prices under which the Parties agree to provide Type 2 Interconnection and reciprocal compensation for the exchange of traffic between USW and TW Wireless for purposes of offering Telecommunications Services.
- (A)1.4 In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement) such action shall not be unreasonably delayed, withheld or conditioned.
- (A)1.5 USW may make services, functionalities and features available to TW Wireless under this Agreement consistent with the way they are available to other Wireless Service Providers, without a formal amendment to this Agreement. Nothing herein prevents either Party from raising other issues through additional good faith negotiations.
- (A)1.6 This Agreement is structured in the following format:
- Part A - General Terms
  - Part B - Reciprocal Traffic Exchange
  - Part C - Collocation
  - Part D - Unbundled Network Elements
  - Part E - Ancillary Services
  - Part F - Miscellaneous Provisions
  - Part G - Rates
  - Part H - Signature
- (A)1.7 Prior to placing any orders for services under this Agreement, the Parties will jointly complete USW's "WSP Questionnaire". This questionnaire will then be used to:
- Determine geographical requirements
  - Identify TW Wireless Ids
  - Determine USW system requirements to support TW Wireless specific activity
  - Collect credit information
  - Obtain billing information

- (A)2.7 "Bona Fide Request" or "BFR" means a request for a new interconnection or unbundled element not already available in this Agreement for the provision of local telecommunications services.
- (A)2.8 "Busy Line Verify/Busy Line Interrupt" or "BLV/BLI Traffic" means an operator service call in which the caller inquires as to the busy status of or requests an interruption of a call on another end user's Basic Exchange Telecommunications Service line.
- (A)2.9 "Call Termination" - see "Termination."
- (A)2.10 "Call Transport" - see "Tandem Switched Transport."
- (A)2.11 "Calling Party Number" or "CPN" is a Common Channel Signaling ("CCS") parameter which refers to the number transmitted through a network identifying the calling party. Reference Bellcore Technical Pub. 77342.
- (A)2.12 "Carrier" - see "Telecommunications Carrier."
- (A)2.13 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:
- (A)2.13.1 "End Office Switches" which are used to terminate end user station loops for the purpose of interconnecting to each other and to trunks and
  - (A)2.13.2 "Tandem Office Switches" which are used to connect and switch trunk circuits between and among other End Office Switches. Access Tandems exchange access traffic, Toll/Access Tandems exchange intraLATA toll traffic and Local Tandems exchange EAS/Local traffic. Access and Toll/Access Tandems functions are frequently combined in the same switch, and may be physically located in the same central office as a Local Tandem.
- (A)2.14 "Collocation" is an arrangement where space is provided in a USW Central Office for the placement of TW Wireless's transmission equipment to be used for the purpose of Interconnection with USW Unbundled Network Elements or Local Interconnection Service. USW offers four (4) Collocation arrangements: Virtual Collocation, Physical Collocation, Cageless Physical Collocation and Interconnection Distribution Frame (ICDF) Collocation.
- (A)2.15 "Commercial Mobile Radio Service" or "CMRS" is a radio communication service carried on between mobile stations or receivers and land stations communications among themselves. CMRS includes both one-way and two-way radio communication services which are available to the public and provided for profit.
- (A)2.16 "Commission" means the state regulatory agency with lawful jurisdiction over telecommunications.

- (A)2.24 "Exchange Message Record" or "EMR" is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Bellcore document that defines industry standards for exchange message records.
- (A)2.25 "Extended Area Service (EAS)/Local Traffic" (Exchange Service) means traffic originated by an end user of one Party and terminated to an end user of the other Party as defined in accordance with USW's then current EAS/Local serving areas, as determined by the state Commission. See also "Local Calling Area."
- (A)2.26 "Hub" denotes a USW designated Wire Center, other than the USW Serving Wire Center of TW Wireless's POI, at which multiplexing is performed.
- (A)2.27 "Integrated Digital Loop Carrier" means a subscriber loop carrier system, which integrates with or within the switch at a DS1 level (twenty-four (24) Local Loop Transmission paths combined into a 1.544 MBPS digital signal).
- (A)2.28 "Interconnect & Resale Resource Guide" is a USW document that includes the Service Interval Guide (SIG). The SIG contains the USW intervals for Wireless services available under this Agreement. It is available on USW's Web Site.
- (A)2.29 "Interconnection" is as described in the Act and refers to the connection between Telecommunications Carrier's networks for the purpose of transmission and routing of Telephone Exchange Service.
- (A)2.30 "Interconnections Database" or "ICONN" is a USW database, available on the USW Web Site, which includes business and residence access line counts, switch types, and switch generics.
- (A)2.31 "Interexchange Carrier" or "IXC" means a carrier that provides interLATA or IntraLATA Toll services.
- (A)2.32 "InterLATA" describes telecommunications functions originating in one LATA and terminating in another.
- (A)2.33 "InterMTA" describes telecommunications functions originating in one MTA and terminating in another.
- (A)2.34 "IntraLATA" describes telecommunications functions originating and terminating in the same LATA.
- (A)2.35 "IntraLATA Toll" (Exchange Access) is defined in accordance with USW's current intraLATA toll serving areas, as determined by the state Commission.
- (A)2.36 "Jointly Provided Switched Access" refers to the provisioning, operation and billing of Switched Access to the IXC when two or more Carriers are involved in

- (A)2.43 "MECOD" refers to the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service that is to be provided by two (2) or more Carriers. It is published by Bellcore as Special Report SR-BDS-000983.
- (A)2.44 "Mid-Span Meet" is a Point of Interconnection between two (2) networks, designated by two (2) Telecommunications Carriers, at which one carrier's responsibility for service begins and the other carrier's responsibility ends.
- (A)2.45 "Mobile Switching Center" or "MSC" is a switch designed to provide Wireless service to a Wireless subscriber.
- (A)2.46 "Multifrequency Address Signaling" or "MF" denotes a signaling method in which a combination of two (2) out of six (6) voiceband frequencies are used to represent a digit or a control signal.
- (A)2.47 "Multiplexing" or "MUX" means the function which converts a 44.736 MBPS DS3 channel to 28 1.544 MBPS DS1 channels or a 1.544 DS1 channel to 24 DS0 channels utilizing time division multiplexing.
- (A)2.48 "Network Access Channel" or "NAC" means the dedicated facility between the CMRS provider's POI and the USW Serving Wire Center. This is also referred to as an Entrance Facility (EF).
- (A)2.49 "Non-Local" is traffic that is interMTA, roaming, and/or Switched Access traffic. Reciprocal Compensation does not apply to Non-Local Traffic. For traffic originated by TW Wireless, this includes InterMTA traffic and IntraMTA traffic delivered to USW via an IXC. For traffic delivered to TW Wireless, Non-Local includes all traffic carried by an IXC, traffic destined for TW Wireless's subscribers that are roaming in a different MTA, and all InterMTA/IntraLATA traffic.
- (A)2.50 "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico, Guam, the Commonwealth of the Marianna Islands and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.
- (A)2.51 "NXX" means the fourth, fifth and sixth digits of a ten-digit telephone number.

- (A)2.62 "Signaling System 7 Out of Band Signaling" or "SS7 Signaling" means the Common Channel Signaling (CCS) protocol used to digitally transmit call set-up and network control data over a special signaling network fully separate from the public voice switched network elements that carry the actual call. For purposes of this Agreement, the terms "CCS" and "SS7" shall be interchangeable.
- (A)2.63 "Signaling Transfer Point" or "STP" means a signaling point that performs message routing functions and provides information for the routing of messages between signaling end points. An STP transmits, receives and processes Common Channel Signaling ("CCS") messages.
- (A)2.64 "Switched Access Service" means the offering of transmission and switching services to Interexchange Carriers for the purpose of the origination or termination of telephone toll service. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 8XX access, and 900 access and their successors or similar Switched Access services. Switched Access traffic, as specifically defined in USW's state and interstate Switched Access Tariffs, is traffic that originates at one of the Party's end users and terminates at an IXC point of presence, or originates at an IXC point of presence and terminates at one of the Party's end users, whether or not the traffic transits the other Party's network.
- (A)2.65 "Tandem Switched Transport" is the tandem switching and transmission of terminating traffic from the tandem to the terminating Party's End Office Switch that directly serves the called party; may also be called "Call Transport" or "Tandem Transmission."
- (A)2.66 "Tandem Transmission" - see "Tandem Switched Transport."
- (A)2.67 "Tariff" as used throughout this Agreement refers to USW interstate Tariffs and state Tariffs, price lists, price schedules, catalogs and service agreements.
- (A)2.68 "Telecommunications Carrier" or "Carrier" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a common carrier under the Act only to the extent that it is engaged in providing Telecommunications Services, except that the Federal Communications Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.
- (A)2.69 "Telecommunications Services" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- (A)2.70 "Telephone Exchange Service" means (A) service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating

- (A)2.81 "Wireless Carrier Resource Guide" is a USW document that provides essential information needed for TW Wireless to request services available under this Agreement. It is available on USW's Web Site.
- (A)2.82 "Wireless Service Provider" or "WSP" means a CMRS provider of local service.
- (A)2.83 "Wireline" are telecommunications services provided by USW or other non-CMRS Telecommunications Carriers.

Terms not otherwise defined here, but defined in the Act shall have the meaning defined there. Where a term is defined in the regulations implementing the Act but not in this Agreement, the Parties do not necessarily intend to adopt the definition as set forth in said regulations.

### **(A)3. TERMS AND CONDITIONS**

#### **(A)3.1 General Provisions**

- (A)3.1.1 Each Party shall use its best efforts to comply with the Implementation Schedule provisions that will be mutually agreed upon by the Parties.
- (A)3.1.2 The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.
- (A)3.1.3 Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either Party's end users, and each Party may discontinue or refuse service if the other Party violates this provision. Upon such violation, either Party shall provide the other Party notice of such violation at the earliest practicable time.
- (A)3.1.4 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.
- (A)3.1.5 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.
- (A)3.1.6 Nothing in this Agreement shall prevent either Party from seeking to recover the costs and expenses, if any, it may incur in (a) complying with and implementing its obligations under this Agreement, the Act, and the rules, regulations and orders of the FCC and the Commission, and (b) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement.



Wireless shall pay all amounts due. Both TW Wireless and USW agree to expedite the investigation of any disputed amounts in an effort to resolve and settle the dispute prior to initiating any other rights or remedies. Should the dispute be resolved in TW Wireless's favor and the resolved amount did not appear as a credit on TW Wireless's next invoice from USW, USW will reimburse TW Wireless the resolved amount plus interest from the date of payment. The amount of interest will be calculated using the late payment factor that would have applied to such amount had it not been paid on time. Similarly, in the event TW Wireless withholds payment for a disputed charge, and upon resolution of the matter it is determined that such payment(s) should have been made to USW, USW is entitled to collect interest on the withheld amount, subject to the above provisions.

- (A)3.3.3 USW will determine TW Wireless's credit status based on previous payment history with USW or credit reports such as Dun and Bradstreet. If TW Wireless has not established satisfactory credit with USW or if TW Wireless is repeatedly delinquent in making its payments, USW may require a deposit to be held as security for the payment of charges. "Repeatedly delinquent" means being thirty (30) calendar days or more delinquent for three (3) consecutive months. The deposit may not exceed the estimated total monthly charges for a two (2) month period. The deposit may be a surety bond, a letter of credit with terms and conditions acceptable to USW or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within ten (10) calendar days after demand in accordance with Commission requirements.
- (A)3.3.4 Interest will be paid on cash deposits at the rate applying to deposits under applicable State Access tariff. Cash deposits and accrued interest will be credited to TW Wireless's account or refunded, as appropriate, upon the earlier of the termination of this Agreement or the establishment of satisfactory credit with USW which will generally be one (1) full year of timely payments in full by TW Wireless. The fact that a deposit has been made does not relieve TW Wireless from any requirements of this Agreement.
- (A)3.3.5 USW may review TW Wireless's credit standing and modify the amount of deposit required.
- (A)3.3.6 The late payment charge for amounts that are billed under this Agreement shall be in accordance with State Access tariff.

#### **(A)3.4 Taxes**

Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party

representatives of the other, or other tenants for loss or damage to such waiving Party arising from any cause covered by any property insurance required to be carried by such Party. Each Party shall give notice to insurance carrier(s) that the mutual waiver of subrogation is contained in this Agreement.

- (A)3.5.7 Upon the execution hereof, TW Wireless shall provide certificate(s) of insurance evidencing coverage, and annually thereafter within ten (10) calendar days of renewal of any coverage maintained pursuant to this Section. Such certificates shall: (1) name USW as an additional insured under commercial general liability coverage as respects USW's interests; (2) provide USW thirty (30) calendar days prior written notice of cancellation of, material change or exclusions in the policy(s) to which certificate(s) relate; (3) indicate that coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased by USW; and (4) policy(s) provide severability of interest/cross liability coverage.

#### **(A)3.6 Force Majeure**

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Event"). The Party affected by a Force Majeure Event shall give prompt notice to the other Party, shall be excused from performance of its obligations hereunder on a day to day basis to the extent those obligations are prevented by the Force Majeure Event, and shall use reasonable efforts to remove or mitigate the Force Majeure Event. In the event of a labor dispute or strike the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.

#### **(A)3.7 Limitation of Liability**

- (A)3.7.1 Each Party shall be liable to the other for direct damages for any loss, defect or equipment failure resulting from the causing Party's conduct or the conduct of its agents or contractors in performing the obligations contained in this Agreement.
- (A)3.7.2 Neither Party shall be liable to the other for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of

perform under this Agreement, regardless of the form of action.

(A)3.8.1.2 Where the third party claim is made by (or through) an end user of one Party against the other Party, which claim is based on defective or faulty services provided by the other Party to the one Party then there shall be no obligation of indemnity unless the act or omission giving rise to the defective or faulty services is shown to be intentional, malicious misconduct of the other Party.

(A)3.8.1.3 If the claim is made by (or through) an end user and where a claim is in the nature of a claim for invasion of privacy, libel, slander, or other claim based on the content of a transmission, and it is made against a Party who is not the immediate provider of the Telecommunications Service to the end user (the indemnified provider), then in the absence of fault or neglect on the part of the indemnified provider, the Party who is the immediate seller of such Telecommunications Service shall indemnify, defend and hold harmless the indemnified provider from such claim.

(A)3.8.2 The indemnification provided herein shall be conditioned upon:

(A)3.8.2.1 The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification. Failure to so notify the indemnifying Party shall not relieve the indemnifying Party of any liability that the indemnifying Party might have, except to the extent that such failure prejudices the indemnifying Party's ability to defend such claim.

(A)3.8.2.2 The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense.

(A)3.8.2.3 In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party.

### **(A)3.9 Intellectual Property**

(A)3.9.1 Each Party hereby grants to the other Party the limited, personal and nonexclusive right and license to use its patents, copyrights and trade secrets but only to the extent necessary to implement this Agreement or specifically required by the then applicable federal and state rules

paragraph shall prevent either Party from truthfully describing the network elements it uses to provide service to its end users, provided it does not represent the network elements as originating from the other Party or its affiliates.

- (A)3.9.6 TW Wireless acknowledges the value of the marks "U S WEST" and "U S WEST Communications" (the "Marks") and the goodwill associated therewith and acknowledges that such goodwill is a property right belonging to U S WEST, Inc. and USW respectively (the "Owners"). TW Wireless recognizes that nothing contained in this Agreement is intended as an assignment or grant to TW Wireless of any right, title or interest in or to the Marks and that this Agreement does not confer any right or license to grant sublicenses or permission to third parties to use the Marks and is not assignable. TW Wireless will do nothing inconsistent with the Owner's ownership of the Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of the Owners. TW Wireless will not adopt, use (other than as authorized herein), register or seek to register any mark anywhere in the world which is identical or confusingly similar to the Marks or which is so similar thereto as to constitute a deceptive colorable imitation thereof or to suggest or imply some association, sponsorship, or endorsement by the Owners. The Owners make no warranties regarding ownership of any rights in or the validity of the Marks.

### **(A)3.10 Warranties**

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### **(A)3.11 Assignment**

- (A)3.11.1 Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign or transfer this Agreement to a corporate affiliate or an entity under its common control; however, if TW Wireless's assignee or transferee has an Interconnection agreement with USW, no assignment or transfer of this Agreement shall be effective without the prior written consent of USW. Such consent shall include appropriate resolutions of conflicts and discrepancies between the assignee's or transferee's interconnection agreement and this Agreement. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be

### (A)3.15 Nondisclosure

- (A)3.15.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with end user specific, facility specific, or usage specific information, other than end user information communicated for the purpose of providing directory assistance or publication of directory database, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) calendar days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Proprietary Information.
- (A)3.15.2 Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one (1) copy for archival purposes.
- (A)3.15.3 Each Party shall keep all of the other Party's Proprietary Information confidential and shall use the other Party's Proprietary Information only in connection with this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.
- (A)3.15.4 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as:
- (A)3.15.4.1 was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or
  - (A)3.15.4.2 is or becomes publicly known through no wrongful act of the receiving Party; or
  - (A)3.15.4.3 is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to

(the "Dispute"), then it shall be resolved in accordance with the dispute resolution process set forth in this Section. Each notice of default, unless cured within the applicable cure period, shall be resolved in accordance herewith.

- (A)3.17.2 At the written request of either Party, and prior to any other formal dispute resolution proceedings, each Party shall designate an officer-level employee, at no less than the vice president level, to review, meet, and negotiate, in good faith, to resolve the Dispute. The Parties intend that these negotiations be conducted by non-lawyer, business representatives, and the locations, format, frequency, duration, and conclusions of these discussions shall be at the discretion of the representatives. By mutual agreement, the representatives may use other procedures, such as mediation, to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, and shall be exempt from discovery and production, and shall not be admissible in any subsequent arbitration or other proceedings without the concurrence of both of the Parties.
- (A)3.17.3 If the vice-presidential level representatives have not reached a resolution of the Dispute within thirty (30) calendar days after the matter is referred to them, then either Party may demand that the Dispute be settled by arbitration. Such an arbitration proceeding shall be conducted by a single arbitrator, knowledgeable about the telecommunications industry. The arbitration proceedings shall be conducted under the then current rules of the American Arbitration Association ("AAA"). The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the Dispute. The arbitrator shall not have authority to award punitive damages. All expedited procedures prescribed by the AAA rules shall apply. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in the Denver, Colorado metropolitan area. It is acknowledged that the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all Dispute(s).
- (A)3.17.4 Should it become necessary to resort to court proceedings to enforce a Party's compliance with the dispute resolution process set forth herein, and the court directs or otherwise requires compliance herewith, then all of the costs and expenses, including its reasonable attorney fees, incurred by the Party requesting such enforcement shall be reimbursed by the non-complying Party to the requesting Party.

**TW Wireless, LLC**  
Attention: Mr. Rick Hagan, President  
1860 Lincoln Street, 14<sup>th</sup> Floor  
Denver, CO 80295  
Fax: 720-947-1795

With a copy which shall not constitute notice to:  
Ms. Liza Dennehy  
Executive Vice President, TW Wireless, LLC  
130 North Main Street  
Butte, MT 59701  
Fax: 406-496-5330

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

### **(A)3.22 Responsibility of Each Party**

Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at work locations or, (ii) waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the work locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

### **(A)3.23 No Third Party Beneficiaries**

This Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

### **(A)3.24 Referenced Documents**

All references to Sections shall be deemed to be references to Sections of this Agreement unless the context shall otherwise require. Whenever any provision of this Agreement refers to a technical reference, technical publication, TW Wireless practice, USW practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically

to keep and maintain in full force and effect all permits, licenses, certificates, and other authorities needed to perform their respective obligations hereunder.

**(A)3.31 Compliance with the Communications Assistance Law Enforcement Act of 1994 ("CALEA")**

Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

**(A)3.32 Cooperation**

The Parties agree that this Agreement involves the provision of USW services in ways such services were not previously available and the introduction of new processes and procedures to provide and bill such services. Accordingly, the Parties agree to work jointly and cooperatively in testing and implementing processes for pre-ordering, ordering, maintenance, provisioning and billing and in reasonably resolving issues which result from such implementation on a timely basis. Electronic processes and procedures are addressed in Part E of this Agreement.



Mid-Span Meet POI may not extend beyond the area served by the USW Wire Center. The actual physical Point of Interface and facilities used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI. The Mid-Span Meet POI cannot be used to pick up/connect to Unbundled Network Elements (UNEs).

(B)1.2.4 Hub Location

(B)1.2.4.1 When TW Wireless locates its switch outside the EAS/Local calling area, the Hub Location Point of Interface is available to establish TW Wireless's Point of Interface within the local calling area under the following provisions.

(B)1.2.4.2 The hub location Point of Interconnection, limited to use with Type 2A local tandem or Type 2B end office Interconnection, may be established at a USW central office at which multiplexing is performed.

(B)1.2.4.3 The physical arrangement of a POI at a hub location consists of:

(B)1.2.4.3.1 a DS1 or DS3 Private Line Transport Service (PLTS) facility from TW Wireless's POI (in another EAS/Local Calling Area) to the USW Hub location, leased from USW, and;

(B)1.2.4.3.2 a Private Line Transport Service multiplexer at the Hub location, leased from USW. Where a multiplexer is not required, a digital cross connect bay at the hub location can be designated as the point of interconnection.

(B)1.2.4.4 Hub location POI traffic from TW Wireless will be transported in the EAS/Local Calling Area where the hub location is located only. USW will not be required to pass EAS/Local traffic of the hub location calling area to TW Wireless at any other location other than the leased DS3 multiplexer, or digital cross connect bay as applicable.

(B)1.2.4.5 Rates, terms and conditions for provisioning and billing for Private Line Transport Services are found in the state and interstate Private Line Tariffs.

terminating Switched Access traffic from IXC's through USW to TW Wireless.

(B)2.1.3.1.3 Type 2A Equal Access Interconnection.  
This direct final route trunk group is used for the delivery of Interexchange Carrier Switched Access Traffic. It is an Interconnection with inband signaling using Feature Group D signaling protocol between TW Wireless's POI and the access tandem serving the area in which the POI is located. The service enables TW Wireless's end users to use their presubscribed Interexchange Carrier of choice. Equal Access trunks are available as one way out (mobile to land) and are not available as one way in (land to mobile), two way or for paging trunks.

(B)2.1.3.2 Wireless Type 2B High Use Interconnections  
The Type 2B High Use Interconnection is a direct, two-way trunk group Interconnection between TW Wireless's POI and a USW end office, within the same LATA, with overflow traffic routed over an associated Type 2A trunk group to the USW designated local tandem. Type 2B High Use service is only available in conjunction with an associated Type 2A service and is offered only where facilities and operating conditions permit. TW Wireless's and USW's local traffic can be exchanged over this Interconnection. It can also provide routing of TW Wireless-originated traffic to Feature Group A or Type 1 numbers residing within the USW end office switch. TW Wireless will not route ancillary traffic or traffic terminating to Interexchange Carriers via Feature Group B, C, or D through the Type 2B High Use Interconnection.

(B)2.1.3.3 Type 2D Interconnection  
Type 2D Interconnection is a digital final route trunk group between a (WSP) Point of Interconnection and the Operator Services Tandem for the delivery of calls (i.e. Directory Assistance, National Directory Assistance, Operator Services). Type 2D Interconnection is a direct route to the Operator Services Tandem only. Type 2D trunks are available as one way out, mobile to land (to the USW operator tandem); they are not available as one way in or for paging. USW offers only interim operator services signaling on Type 2D Interconnection.

(B)2.1.4 The traffic types to be exchanged under this Agreement include:

TW Wireless will provide the appropriate signaling as defined in Bellcore document GR-145-CORE. Any service having its own contractual terms and conditions separate from this Agreement is excluded from Toll Blocking Service.

**(B)2.2 Terms and Conditions**

**(B)2.2.1 Transport and Termination of Local Traffic.**

(B)2.2.1.1 MTA/Local traffic will be exchanged as Type 2 Service.

(B)2.2.1.2 As negotiated between the Parties, the transport of MTA/Local traffic may occur in several ways:

(B)2.2.1.2.1 Two-way trunk groups will be established wherever possible; however, either Party may elect to provision its own one-way trunks for delivery of local traffic to be terminated on the other Party's network.

(B)2.2.1.2.2 The Parties may elect to purchase transport services from each other or from a third party that has leased the Private Line Transport Service facility from USW. Such transport delivers the originating Party's local traffic to the terminating Party's end office or tandem for call termination.

(B)2.2.1.3 Based on forecasted or actual traffic at TW Wireless's busy hour in centum call seconds (ccs), where there is a DS1's worth of traffic (512 ccs) between TW Wireless's POI and a USW end office, TW Wireless will order a Type 2B dedicated (i.e., direct), two-way Primary High Use trunk group from TW Wireless POI directly to the USW end office, which will overflow to an associated Type 2A local trunk group. To the extent that TW Wireless has established a collocation arrangement at a USW end office location, and has available capacity, the Parties agree that TW Wireless shall provide two-way Type 2B direct trunk facilities, when required, from that end office to TW Wireless's POI. In all other cases, the direct facility may be provisioned by USW or TW Wireless or a third party. If both TW Wireless and USW desire to provision the facility and cannot otherwise agree, the Parties may

provide the one-time notification to TW Wireless of the billing name, billing address and carrier identification codes of the IXCs subtending any access tandems to which TW Wireless directly connects. This type of traffic is discussed separately in this Section.

(B)2.2.5 Interface Code Availability.  
Supervisory signaling specifications, and the applicable network channel interface codes for Type 2 trunks, are the same as those defined in Bellcore Reference Documents GR-145-CORE and BR-795-403-100.

(B)2.2.6 Signaling Options.

(B)2.2.6.1 SS7 Out of Band Signaling.

SS7 Out of Band Signaling (SS7) should be the signaling of choice for Type 2 trunks where technically feasible for both Parties. SS7 should be requested on the order for new Type 2 trunks. SS7 signaling may not be used on Type 2 Equal Access trunks.

Common Channel Signaling Access Capability (CCSAC) Links are available as Unbundled Network Elements (UNEs), as set forth in Part D, or may be ordered as a finished service from the USW FCC Tariff No.5, or may be ordered from a third party.

(B)2.2.6.2 Multifrequency Signaling.

Where SS7 signaling is not available or not technically feasible by both Parties, inband Multifrequency (MF) wink start signaling will be used. When the SS7 option becomes available in both networks, the Parties will jointly work to convert existing MF signaling to SS7.

(B)2.2.6.3 Clear Channel Capability.

Clear Channel Capability (64CCC) permits 24 DS0-64 Kbps services or 1.536 Mbps of information on the 1.544 Mbps/s line rate. 64CCC is available for Type 2 trunks equipped with SS7 Out-of-Band Signaling. 64CCC must be requested on the order for the new Type 2 trunks.

(B)2.2.7 Measurement of terminating local Interconnection minutes begins when TW Wireless's MSC receives answer supervision from the called end user's end office. The measurement of terminating call usage over Type 2 trunks ends when TW Wireless's MSC receives disconnect supervision from either the called end user's end office, indicating the call has disconnected, or TW Wireless's Point of Interconnection, whichever is recognized first by the entry switch.

appropriate sizing of trunks, use of direct vs. local tandem routing. See (B) 2.2.1.3.

(B) 2.2.8.6 In the event of a dispute regarding forecast quantities, the Parties will not refuse the forecast in its entirety. The Parties shall attempt in good faith to resolve the matter informally. If the Parties fail to reach resolution, the Dispute Resolution provision of this Agreement shall apply. Until the dispute resolution process is completed, the lower forecast will be used.

(B)2.2.8.7 Joint planning meetings/calls will be used to bring clarity to the process. Each Party will provide adequate information associated with the USW Type 2 Trunk Forecast Forms in addition to its forecasts. During the joint planning meetings, both Parties shall provide information on major network projects anticipated for the following year that may impact the other Party's forecast or Interconnection requirements. No later than two (2) weeks prior to the joint planning meetings, the Parties shall exchange information to facilitate the planning process.

(B)2.2.8.8 In addition to the above information, TW Wireless shall provide:

Completed USW Type 2 Trunk Forecast Forms.

Any planned use of an alternate local tandem provider.

(B)2.2.8.9 In addition to the above information, USW shall provide the following information about USW through the Local Exchange Routing Guide or the Interconnections (ICONN) Database. ICONN is available through the USW Web site: <http://www.uswest.com/cgi-bin/iconn/iconn.pl>.

USW Tandems and USW end offices (LERG)

CLLI codes (LERG)

Business/Residence line counts (ICONN)

Switch type (LERG or ICONN)

Current and planned switch generics (ICONN)

(B)2.2.8.16 Forecasts for Interconnection facilities to be provisioned on a route which involves extraordinary circumstances shall be handled as Construction Charges, as detailed in Part (F) of this Agreement. USW and TW Wireless may also choose to work in good faith to identify and locate alternative routes which can be used to accommodate TW Wireless forecasted build. Extraordinary circumstances include, but are not limited to, natural obstructions such as lakes, rivers, or steep terrain, and legal obstructions such as governmental, federal, Native American or private rights of way. Standard USW forecast timeframes will not apply under these circumstances.

(B)2.2.9 Trunking Requirements

(B)2.2.9.1 The Parties agree to provide designed Interconnection facilities that meet the same technical criteria and service standards, such as probability of blocking in peak hours and transmission standards, in accordance with industry standards.

(B)2.2.9.2 Two-way trunk groups will be established wherever possible. Separate trunk groups will be established based on billing, signaling, and network requirements. For example, (1) billing requirements - switched access vs. local traffic, (2) signaling requirements - MF vs. SS7, and (3) network requirements - directory assistance traffic to Operator Services tandems.

(B)2.2.9.3 The following is the current list of traffic types that require separate trunk groups, unless specifically otherwise stated in this Agreement.

(B)2.2.9.3.1 Type 2A Local - for the exchange of traffic that is originated by, or terminating to, a Wireline end user within the EAS/Local Calling Area.

(B)2.2.9.3.2 Type 2A Toll - for the exchange of traffic that is originated by, or terminating to, a wireline end user within the LATA, other than within the EAS/Local Calling Area. Type 2A Toll trunks also carry Switched Access traffic terminating from IXCs, through USW, to TW Wireless. Calls originating from TW Wireless

trunking, 911 trunking and any others currently available in the USW network only on MF signaling. When the SS7/CCS option becomes available in the USW network for said trunking, the Parties will provision new trunks using SS7. In addition, the Parties will jointly work to convert existing trunking to SS7, as appropriate.

USW and TW Wireless are required to provide each other the proper signaling information (e.g., originating call party number and destination call party number, etc.) to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including Calling Party Number (CPN), valid Automatic Number Identification (ANI), originating line information (OLI), calling party category, charge number, etc. All privacy indicators will be honored.

When the Parties interconnect via CCS for Jointly Provided Switched Access Service, USW will provide MF/CCS interworking as required for Interconnection with Interexchange Carriers who use MF signaling.

- (B)2.2.9.7 TW Wireless shall terminate traffic to wireline EAS/Local end users exclusively on Local Tandems or End Office switches. This traffic shall not be terminated on USW's Toll/Access Tandems. In the complete absence of a Local Tandem, Type 2B trunk groups will be established directly between TW Wireless and USW End Office switches.
- (B)2.2.9.8 The Parties agree to exchange local traffic in the same EAS/Local area as such traffic originated.
- (B)2.2.9.9 Alternate Traffic Routing on Type 2B High Use  
When TW Wireless has a Type 2B High Use arrangement in addition to its Type 2A Local trunk group which provides two paths to a USW End Office, the Parties will utilize alternate traffic routing. Traffic will be offered first to the Type 2B trunk group (also referred to as the "primary high" route) and then overflow to the Type 2A Local (also referred to as the "alternate final" route).
- (B)2.2.10 Testing
  - (B)2.2.10.1 Acceptance Testing  
At the time of installation of a Type 2 trunk group, and at no additional charge, the Parties will cooperatively test the same parameters tested for terminating

end office switches. The applicable rates are described in Part G. DTT facilities are provided as dedicated DS3 or DS1 facilities.

(B)2.3.2.1.2 Mileage shall be measured for DTT based on V&H coordinates between the Serving Wire Center of the POI and the USW tandem or end office.

(B)2.3.2.1.3 Fixed and Per Mile Charges per DS1 and per DS3 are applicable and are defined for DTT in Part G of this Agreement.

(B)2.3.3 Multiplexing options (DS1/DS3 mux) are available at rates described in Part G.

(B)2.3.4 Facilities Credit  
When TW Wireless leases two-way facilities from USW for Entrance Facility (EF), Direct Trunked Transport (DTT) and Multiplexing, USW's charges shall be adjusted to account for the portion of the facility used to transport traffic originated by USW's end users to TW Wireless, as follows:

(B)2.3.4.1 A credit will be calculated by multiplying (1) the sum of the total monthly two-way channel facility for the EF and DTT, multiplexer and distance sensitive facilities state-specific charges by (2) a factor of 0.185 (eighteen and one-half percent). This credit will be applied each month for the term of this Agreement.

(B)2.3.4.2 The Parties agree that the Facilities Credit is intended to apply only to Type 2 interconnection facilities which are actually utilized as two-way facilities, and will not apply to one-way facilities. Unless the Parties agree otherwise in writing, either Party may route traffic to the other utilizing one-way trunks.

(B)2.3.4.3 Installation nonrecurring charges may be assessed by USW for each Type 2 trunk ordered by TW Wireless, at the rates specified in Part G.

#### EXAMPLE OF FACILITIES CREDIT CALCULATION

Equipment Cost (Entrance facility, multiplexing, etc.)	\$ 10,000.00
Dedicated transport cost (fixed and per mile)	\$ <u>1,250.00</u>



(B)2.3.5.2.2 Mileage shall be measured for the tandem transmission rate elements based on V&H coordinates between the USW tandem and the USW terminating end office. If actual mileage cannot be measured, an assumed four (4) miles will be used.

(B)2.3.5.2.3 When TW Wireless terminates traffic to a USW remote office, the mileage calculated for purposes of assessing Tandem Switched Transport charges will include the mileage between the USW host office and the USW remote office.

(B)2.3.5.2.4 When USW receives a call from TW Wireless to a number that has been ported to another USW central office within the EAS/Local calling area, mileage transport charges will apply which reflect the distance to the end office to which the call has been ported.

(B)2.3.6 Non-Local Traffic.

Applicable USW Switched Access Tariff rates apply to Non-Local traffic routed to a Toll/Access Tandem, Local Tandem, or directly to an end office. Applicable USW Switched Access Tariff rates also apply to interMTA roaming traffic originated by, or terminating to, USW. Relevant rate elements could include Direct Trunked Transport, Tandem Switching, Tandem Transmission, and Local Switching, as appropriate.

(B)2.3.6.1 For billing purposes, if either Party is unable to classify on an automated basis traffic delivered by TW Wireless as MTA/local or non-MTA/local, and, for non-MTA/local traffic, intrastate or interstate, TW Wireless will provide USW with a Percent MTA/Local Use (PMLU) factor, which represents the estimated portion of total traffic delivered by TW Wireless to USW that originates and terminates within the same MTA, and a Percent InterMTA Use (PIMU) factor, which represents the estimated portion of InterMTA traffic and roaming traffic delivered by TW Wireless. The PMLU factor will be applied to the measured mobile to land TW Wireless minutes of use terminated on USW's network to determine the local minutes of use for which Call Termination and Call Transport rates apply. The PIMU factor is applied to the remaining local minutes of use

such traffic. USW may bill TW Wireless interstate switched access tariffed rates for this traffic.

- (B)2.3.6.6 The PIMU2 factor will be 10% unless proven otherwise by TW Wireless thirty (30) days prior to their effective date. The PIMU2 factor can be reevaluated (per request from either party) annually, based upon a study generated by TW Wireless and acceptable by both parties.

(B)2.3.7 Transit Traffic

- (B)2.3.7.1 Transit Local: The applicable Type 2 transit rates for EAS/Local transit traffic, contained in Part G of this Agreement, apply to the originating TW Wireless.
- (B)2.3.7.2 Transit Toll: The applicable Type 2 transit rates for IntraLATA Toll transit traffic, contained in Part G of this Agreement apply to the originating TW Wireless.
- (B)2.3.7.3 When USW receives a call from TW Wireless to a number that has been ported to another local service provider, USW will consider such calls as transit traffic. This includes all TW Wireless originated regardless of who performed the query. Transit rates, as set forth in Part G of this agreement, will apply for such calls.

(B)2.3.8 Miscellaneous Charges

- (B)2.3.8.1 Cancellation charges will apply to Type 2 orders, which are cancelled, based upon rates, terms and conditions described in state Tariffs governing Switched Access for Type 2 trunks and Private Line Transport Service for DS1 and DS3 Type 2 facilities, except where overridden by state Commission order.
- (B)2.3.8.2 Expedites for Type 2 orders are allowed only on an exception basis with USW executive approval. When expedites are approved, expedite charges will apply to Type 2 orders based on rates, terms and conditions described in Tariffs governing Switched Access for Type 2 trunks and Private Line Transport Service for DS1 and DS3 Type 2 facilities, except where overridden by state Commission order.
- (B)2.3.8.3 Construction charges are described in Section (F) of this Agreement.

best estimate of the traffic distribution to each end office subtending the USW tandem.

- (B)2.4.5 TW Wireless will order trunks to the USW Local and Toll/Access Tandems in each LATA which serve the EAS/Local area of TW Wireless NPA/NXX, via Type 2A Local and Type 2A Toll Interconnections. Depending on traffic volumes, direct End Office connections using Type 2B High Use Interconnections may be required as well.
- (B)2.4.6 Service intervals and due dates for the initial establishment of trunking arrangements at each location of Interconnection between the Parties will be determined on an individual case basis.
- (B)2.4.7 Service intervals and due dates for the establishment of subsequent trunking arrangements for Interconnection between the Parties, will be in accordance with the guidelines for Type 2 contained in the Interconnect & Resale Resource Guide, available on USW's Web Site.
- (B)2.4.8 TW Wireless may cancel an order for Type 2 service at any time prior to notification by USW that service is available for TW Wireless's use, subject to cancellation charges described in State Access tariffs.. If TW Wireless is unable to accept Type 2 Service within 120 calendar days after the original service date, TW Wireless has the following options:

The order for Type 2 Service will be cancelled, and cancellation charges will apply, or

Billing for the service will commence.

In such instances, the cancellation date or the date billing is to commence, depending on which option is selected by TW Wireless, will be the 121st calendar day beyond the original service date of the order for Type 2 Service.

#### **(B)2.5 Billing for USW - Originated Traffic**

TW Wireless may receive payment for USW originated traffic it terminates by either: (1) using Reciprocal Compensation Credits, or; (2) Billing USW directly. SS7 signaling is a prerequisite for direct billing. The Reciprocal Compensation Credits method will be the billing method used unless written notification is made to USW from TW Wireless indicating the election of direct billing. Such notification shall be made at least ninety (90) days in advance, and both Parties shall agree on the format and content of the bill at least thirty (30) days prior to commencement of such billing. If TW Wireless cannot provide appropriate billing detail, as per the agreed upon content and format, billing will remain as Reciprocal Compensation Credits.

USW and TW Wireless agree to exchange all records necessary for the billing of jointly provided switched access. The records to be exchanged include Category 11-01 and 11-50 access records as defined in the MECAB/MECOD documents.

- (B)3.2 USW will agree to function as the Access Service Coordinator (ASC) as defined in the MECOD Guidelines (Technical Reference SR-TAP-000984). USW will provide the operational, technical and administrative support required in the planning, provisioning and maintenance involved in the joint access provisioning process to the IXCs. USW will be unable to fulfill the role of ASC if TW Wireless does not fully comply with MECOD requirements, including filing their end offices and BPs (Billed Percentages) in the NECA 4 Tariff..
- (B)3.3 USW and TW Wireless will each render a separate bill to the IXC, using the multiple bill, multiple tariff option.

## **PART D - UNBUNDLED NETWORK ELEMENTS (UNES)**

TW Wireless may order access to USW UNEs via Caged Physical, Cageless Physical, Virtual or ICDF Collocation. This access allows TW Wireless to connect UNEs to other USW or TW Wireless's own network elements for the purpose of offering telecommunications services.

Should the Parties desire to establish Unbundled Network Elements (UNEs), the Parties will enter into an Amendment to this Agreement.

- (E)3.1.1.2 If TW Wireless selects the National Directory Assistance service option, the geographic area will be the remaining NPAs not included in local DA. This service is available only over Type 2D Interconnection.
- (E)3.1.2 If TW Wireless elects to receive the branding option, USW will provide it wherever technically feasible. Branding provides the announcement of TW Wireless's name to TW Wireless's end users during the introduction of the call and at the completion of the call.
- (E)3.1.3 If TW Wireless elects to receive the IntraLATA Call Completion service option, USW will provide Call Completion service, where available, using the USW intraLATA Toll network which allows TW Wireless's end user the option of completing the call to the requested number without having to originate another call. Call Completion is an optional service available to TW Wireless.

### **(E)3.2 Terms and Conditions**

USW will provide access to Directory Assistance service via Type 2A, Ancillary, or Type 2D trunks purchased from USW. 2D operator service trunks will be connected directly to USW's Directory Assistance host switch or directly to a remote Directory Assistance switch via the trunk side. With 2D service TW Wireless will be required to order or provide an Operator Service trunk for each NPA served.

### **(E)3.3 Rate Elements**

The following rates are contained in Part G of this Agreement.

- (E)3.3.1 A per call rate is applicable for Local Directory Assistance and National Directory Assistance Service selected by TW Wireless. The per call rate includes recurring branding and call completion charges and may be changed from time to time by USW and such changes may vary from state to state, but only upon thirty (30) calendar days prior written notice.
- (E)3.3.2 A non-recurring setup and recording fee will be applicable for establishing the Branding option. Such non-recurring charge must be paid prior to commencement of the service.
- (E)3.3.3 Additional charges for USW intraLATA Toll Service may also apply for completed intraLATA Toll calls.

### **(E)3.4 Ordering Process**

TW Wireless will complete the "USW Operator Services/Directory Assistance Questionnaire" to request Directory Assistance service.

Listings to third parties. If no selection is made, TW Wireless will be automatically assigned the second option below.

OPTIONS:

(E)4.1.2.4.1 Treat the same as USW's end user listings - No prior authorization is needed for USW to release Listings to directory publishers or other third parties. USW will incorporate Listings information in all existing and future directory assistance applications developed by USW. TW Wireless authorizes USW to sell and otherwise make Listings available to directory publishers. Listings shall not be provided or sold in such a manner as to segregate end users by carrier. USW will not charge for updating and maintaining the Listings database. TW Wireless will not receive compensation from USW for any sale of Listings by USW.

(E)4.1.2.4.2 Restrict to directory assistance services provided by USW or other telecommunications providers -- Prior authorization required by TW Wireless for all other uses. TW Wireless makes its own, separate agreements with USW, other third parties and directory publishers for all uses of its Listings beyond directory assistance. Only after a third party provides proof of a TW Wireless's authorization and an order will USW transmit Listings to directory publishers (including USW's publisher affiliate), other third parties and USW products. Listings shall not be provided or sold in such a manner as to segregate end users by carrier.

TW Wireless hereby selects Option \_\_\_\_\_.

(E)4.1.2.5 To the extent that state Tariffs limit USW's liability with regard to Listings, the applicable state Tariff(s) is incorporated herein and supersedes the Limitation of Liability section of this Agreement with respect to Listings only.

- (E)4.1.2.13.2 All account maintenance activity, (e.g., additions, changes, issuance of orders for Listings to USW).
- (E)4.1.2.13.3 Determining privacy requirements and accurately coding the privacy indicators for TW Wireless's end user information. If end user information provided by TW Wireless to USW does not contain a privacy indicator, no privacy restrictions will apply.
- (E)4.1.2.13.4 Any additional services requested by TW Wireless's end users.

#### **(E)4.2 Directory Assistance List**

##### **(E)4.2.1 Description**

- (E)4.2.1.1 Directory Assistance List (DA List) Information consists of all USW and, where available, the end user name, address and telephone number information of other LECs, along with other related elements required in the provision of Directory Assistance service to TW Wireless's end users. In the case of end users who have non-published listings, USW shall provide the end user's local numbering plan area ("NPA"), address, and an indicator to identify the non-published status of the listing to TW Wireless; however, the non-published telephone number shall not be provided.
- (E)4.2.1.2 Some LECs and Co-Providers allow USW to supply their DA List Information to TW Wireless without obtaining prior approval. Other LECs/Co-Providers require TW Wireless to negotiate separate agreements for the use of their DA List Information. In the latter event, TW Wireless must provide USW a signed letter of authorization before USW can release the LEC/Co-Provider's DA List Information. TW Wireless will give USW fourteen (14) days notice prior to the termination of any separate agreement for the use of DA List Information. Upon the effective date of such termination, USW will no longer supply TW Wireless with the LEC/Co-Provider's DA List Information. TW Wireless's use of other LEC/Co-Providers' end user listings shall be in accordance with the terms and conditions of the separate agreement between TW Wireless and that LEC/Co-Provider.



addresses, and telephone numbers (or an indication of nonpublished status) of USW's end users to a third party calling its Directory Assistance for such information, the fact that such end user subscribes to USW's telecommunications services is confidential and proprietary information and shall not be disclosed to any third party.

- (E)4.2.2.4 TW Wireless shall not sublicense, copy or allow any third party to access, download, copy or use the DA List Information, or any portions thereof, or any information extracted therefrom. Each Party shall take commercially reasonable and prudent measures to prevent disclosure and unauthorized use of USW's DA List Information at least equal to the measures it takes to protect its own confidential and proprietary information, including but not limited to implementing adequate computer security measures to prevent unauthorized access to USW's DA List Information when contained in any database.
- (E)4.2.2.5 Any disclosure of the fact that an end user subscribes to USW's telecommunications services or unauthorized use of USW's DA List Information shall be considered a material breach of this Agreement and shall be resolved under the Dispute Resolution provisions of this Agreement.
- (E)4.2.2.6 Within five (5) days after the expiration or earlier termination of this Agreement, TW Wireless shall (a) return and cease using any and all DA List Information which it has in its possession or control, (b) extract and expunge any and all copies of such DA List Information, any portions thereof, and any and all information extracted therefrom, its files and records, whether in print or electronic form or in any other media whatsoever, and (c) provide a written certification to USW from an officer that all of the foregoing actions have been completed.
- (E)4.2.2.7 TW Wireless is responsible for ensuring that it has proper security measures in place to protect the privacy of the end user information contained within the DA List Information. TW Wireless must remove from its database any telephone number for an end user whose listing has become non-published when so notified by USW.

**(E)4.2.4 Ordering**

(E)4.2.4.1 TW Wireless may order the initial DA List Information load or update files for USW's local exchange service areas in its fourteen (14) state operating territory or, where technically feasible, TW Wireless may order by USW White Page Directory Code or NPA.

(E)4.2.4.2 Special requests for data at specific geographic levels (such as NPA) must be negotiated in order to address data integrity issues.

(E)4.2.4.3 TW Wireless shall use the Directory Assistance List Order Form found in the Interconnect Resale and Resource Guide.

**(E)4.2.5 Billing**

(E)4.2.5.1 Recurring and nonrecurring rates for DA List Information are specified in Part G.

**(E)5. TOLL AND ASSISTANCE OPERATOR**

**(E)5.1 Description**

(E)5.1.1 Toll and Assistance refers to functions end users associate with the "0" operator. Subject to availability and capacity, access may be provided via Type 2A, Ancillary or Type 2D trunks purchased from USW or provided by TW Wireless via Collocation arrangements to route calls to TW Wireless's platform.

(E)5.1.2 Operator Services provides assistance to TW Wireless's end user on placing or completing calls, connecting to directory assistance, and handling emergency calls for police, sheriff and fire of TW Wireless's end user. Operator Services also provides connections to the business office or repair, provides dialing instructions and other assistance as necessary.

0- (zero minus) provides general assistance.

0+ (zero plus) provides Alternate Billing Services (ABS) such as billed to third number collect and calling card where technically feasible.

(E)5.1.3 Emergency Assistance – Provide assistance for handling the emergency local and intraLATA toll calls to emergency agencies of TW Wireless's end user, including but not limited to, police, sheriff, highway patrol and fire. TW Wireless is responsible for providing USW with the appropriate emergency agency numbers and updates.

(E)5.1.4 Busy Line Verification ("BLV") is performed when TW Wireless's end user requests assistance from the operator to determine if the called line is in use. The operator will not complete the call for the

**(E)5.3 Rate Elements**

Two pricing options exist as described below.

(E)5.3.1 Option A - Price Per Message

- (E)5.3.1.1 Operator Handled Calling Card – For each completed calling card call that was dialed 0+ where the operator entered the calling card number.
- (E)5.3.1.2 Machine Handled Call – For each completed call that was dialed 0+ where the end user entered the required information, such as calling card number.
- (E)5.3.1.3 Station Call – For each completed station call, including station sent paid, collect, third number special billing or 0- calling card call.
- (E)5.3.1.4 Person Call – For each completed person to person call regardless of the billing used by the end user.
- (E)5.3.1.5 Connect to Directory Assistance – For each operator placed call to directory assistance.
- (E)5.3.1.6 Busy Line Verify – For each call where the operator determines that conversation exists on a line.
- (E)5.3.1.7 Busy Line Interrupt – For each call where the operator interrupts conversation on a busy line and requests release of the line.
- (E)5.3.1.8 Operator Assistance – For each local call completed or not, that does not potentially generate an operator surcharge. These calls include, but are not limited to: calls given the DDD rate because of transmission problems; calls where the operator has determined there should be no charge, such as Busy Line Verify attempts where conversation was not found on the line; calls where the end user requests information from the operator and no attempt is made to complete a call; and calls for quote service.
- (E)5.3.1.9 "Completed call" as used in this Section, shall mean that the end user makes contact with the location, telephone number, person or extension designated by the end user. A completed call shall be computed and recorded in accordance with the methods and practices of USW and the operating capacity and ability of USW's measuring equipment.

**(E)6. ADVANCED INTELLIGENT NETWORK (AIN)**

**(E)6.1 Description**

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

(E)6.1.1 Access to AIN Service Creation Environment - AASCE allows TW Wireless to utilize USW's AIN service application development process to develop new AIN services or features. AASCE is determined on an individual case basis. The elements are also combined on an individual case basis to meet TW Wireless's request. Services developed through the AASCE process can either be implemented in USW's network or handed off to TW Wireless to be installed in its own network.

(E)6.1.2 Access to AIN OSS/SMS (AAOS) – This service allows TW Wireless to provide specific USW AIN services/features to its end users as well as any AIN service that is deployed for TW Wireless utilizing the AASCE process in USW's SCP. USW is responsible for the provisioning of these AIN services. TW Wireless 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.

(E)6.1.3 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. TW Wireless launches a query from an AIN capable switch over the SS7 network to the USW Signal Transfer Point (STP). Routing may be accomplished in two scenarios:

From TW Wireless Service Switching Point (SSP) through a USW Local STP and then to the USW Regional STP (RSTP).

Through a TW Wireless RSTP to USW RSTP arrangement.

From the RSTP the query is directed to USW's SCP to collect data for the response to the originating switch.

**(E)6.2 Terms and Conditions**

(E)6.2.1 Access to AIN Service Creation Environment (AASCE) – Since each proposed service is unique and complex, when AASCE is ordered, USW 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 are negotiated under a separate contract. The service is developed and tested in a USW

(E)6.3.3 AIN Query Processing - The AIN service is billed on a monthly recurring and/or a per query charge basis.

**(E)6.4. Ordering**

(E)6.4.1 AASCE is ordered on an individual case basis and is coordinated through the USW Account Manager and the AIN Product Manager. One-time and miscellaneous charges are detailed in the contract described above.

Due date intervals for the proposal phase are detailed below.

Within five (5) business days of receipt of an inquiry, USW will provide the customer with the Service Request form.

Within ten (10) business days of receiving the completed Service Request Form, USW will provide a written acknowledgement of receipt.

Within fifteen (15) business days after acknowledgement, USW will assess the Service Request and prepare for a meeting with the customer to review the Service Request.

USW will be available to attend a Service Request Meeting within five (5) business days of the completion of the Service Request assessment. The Service Request will be considered accepted once USW and TW Wireless come to an agreed upon understanding of the service feature set and scope.

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

Within ninety (90) business days of TW Wireless approval of the Service Evaluation, USW will complete a Feasibility Analysis, development time and costs.

Remaining deliverables are negotiated with TW Wireless so that mutually agreeable due dates based on service complexity are established. Due date intervals are negotiated on an individual case basis.

(E)6.4.2 AAOS is ordered using the LSR form.

(E)6.4.2.1 In the event that miscellaneous charges apply, they will be applied consistent with the application use for equivalent services ordered by USW end users.

redundant LIDB databases. LVAS is the vehicle which audits stored information and assures accurate responses.

Development is currently in progress which will allow TW Wireless access to a mediated electronic interface which will enable TW Wireless to add, update, and delete TW Wireless end user line records. Until an electronic interface is available, TW Wireless will submit LIDB updates via a manual fax or e-mail process.

LVAS access is available only to facility based Co-Providers.

(E)7.1.3 Description - LIDB Query Service

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.

On behalf of TW Wireless USW will process LIDB queries from query originators (Telecommunications Carriers) requesting TW Wireless telephone line number data. USW allows LIDB query access through USW regional STPs. The terms and conditions which apply to LIDB Query Service are in accordance with FCC Tariff #5, Section 20.

(E)7.1.4 Description - Fraud Alert Notification

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

**(E)7.2 Terms and Conditions**

(E)7.2.1 Terms and Conditions - Line Information Database (LIDB) Storage

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

(E)7.2.2 Terms and Conditions - LVAS Access

TW Wireless will provide USW with the following information:

- (E)7.2.3.1 All LIDB queries and responses from operator services systems and end offices are transmitted over a CCS network using a Signaling System 7 (SS7) protocol (TR-NWT-000246, Bell Communications Research Specification of Signaling System 7).
- (E)7.2.3.2 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.
- (E)7.2.3.3 The SCP node provides all protocol and interface support. TW Wireless SS7 connections will be required to meet Bellcore's GR905, TR954 and USW's Technical Publication 77342 specifications.
- (E)7.2.3.4 USW will include TW Wireless-provided data in USW's LIDB, and allow access to the data subject to USW negotiated agreements with Telecommunications Carriers, allowing TW Wireless's end users the same benefits of said agreements as enjoyed by USW end users. USW will update TW Wireless data, as requested by TW Wireless. USW will perform services provided hereunder and determine the applicable standard for the data, in accordance with operating methods, practices and standards in effect.

(E)7.2.4 Terms and Conditions - Fraud Alert Notification

USW will notify TW Wireless of system alerts on TW Wireless end user lines. At the direction of TW Wireless, USW will institute a block to prevent any further occurrence of fraud or uncollectible toll charges in accordance with practices used by USW 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.

**(E)7.3 Rate Elements**

(E)7.3.1 Rate Elements - Line Information Database (LIDB) Storage

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

(E)7.3.2 Rate Elements - Line Validation Administration System (LVAS) Access

Inquiries from TW Wireless must be faxed to USW using the approved forms appropriate for the type of inquiry requested.

(E)7.4.2 Ordering-LVAS Access

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

(E)7.4.3 Ordering- LIDB Inquiry Service

LIDB requires a connection to the Common Channel Signaling Network (CCSN), therefore, TW Wireless must have Common Channel Signaling Access Capability (CCSAC).

Provisioning of LIDB is done via the LIDB Access Request Form. In addition to the LIDB Request Form, Hub Providers requesting LIDB services on behalf of end users must furnish USW a Letter of Agency to prove that they have customer authorization to provide these services. This letter must be on file prior to provisioning.

(E)7.4.4 Ordering - Fraud Alert Notification

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

**(E)7.5 Billing**

(E)7.5.1 Line Validation Administration System (LVAS) Access

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

(E)7.5.2 LIDB Query Service

LIDB Query Service will be billed as outlined in FCC No. 5, Section 20.

(E)7.5.3 Fraud Alert Notification

A per occurrence rate will apply for each Fraud notification alert.



the Poles/Innerduct from USW, or remove its facilities therefrom. Failure to remove its facilities within sixty (60) calendar days shall be deemed an election to purchase the Poles/Innerduct at the current market value.

- (E)8.2.7 USW retains the right, to determine the availability of space on Poles/Innerduct. In the event USW determines that rearrangement of the existing facilities on Poles/Innerduct is required before TW Wireless's facilities can be accommodated, the cost of such modification will be included in TW Wireless's nonrecurring charges for the associated Order ("Make-ready fee"). When modifications to a USW spare conduit include the placement of Innerduct, USW will install the number of Innerduct required to fill the conduit structure to its full capacity.
- (E)8.2.8 USW shall make manhole ingress and egress for Innerduct access available to TW Wireless. USW will perform a feasibility study to determine whether to provide a stub out via the pre-constructed knock out within the manhole, or to perform a core drill of the manhole.
- (E)8.2.9 Where such authority does not already exist, TW Wireless shall be responsible for obtaining the necessary legal authority to occupy Poles/Innerduct on governmental, federal, Native American, and private rights of way in order. TW Wireless shall obtain any permits, licenses, bonds, or other necessary legal authority and permission, at TW Wireless's sole expense, in order to perform its obligations under this Agreement. TW Wireless shall contact all owners of public and private rights-of-way to obtain the permission required to perform the work prior to entering the property or starting any work thereon. TW Wireless shall comply with all conditions of rights-of-way and permits.
- (E)8.2.10 TW Wireless's facilities shall be placed and maintained in accordance with the requirements and specifications of the current applicable standards of Bellcore Manual of Construction Standards, the National Electrical Code, the National Electrical Safety Code, and the rules and regulations of the Occupational Safety and Health Act, all of which are incorporated by reference, and any governing authority having jurisdiction. Where a difference in specifications exists, the more stringent shall apply. Failure to maintain facilities in accordance with the above requirements shall be cause for termination of the Order. USW's procedures governing its standard maintenance practices shall be made available upon request for public inspection at the appropriate USW premises. TW Wireless's standard maintenance practices for facilities shall be made available to USW upon request. TW Wireless shall in a timely manner comply with all requests from USW to bring its facilities into compliance with these terms and conditions.

Section. No further occupancy authorization shall be issued to TW Wireless until such non-complying conditions are corrected or until TW Wireless's facilities are removed from the Poles/Innerduct system where such non-complying conditions exist. If agreed between both Parties, USW shall perform or have performed such corrections and TW Wireless shall pay USW the cost of performing such work. Subsequent inspections to determine if appropriate corrective actions have been taken may be made by USW.

- (E)8.2.16 Once TW Wireless's facilities begin occupying the Poles/Innerduct system, USW may perform periodic inspections. USW shall bear the cost of such inspections unless the results of the inspection reveal any violation or hazard, or that TW Wireless has in any other way failed to comply with the provisions of this Agreement; in which case TW Wireless shall reimburse USW the costs of inspections and re-inspections, as required. TW Wireless's representative may accompany USW on such field inspections.
- (E)8.2.17 The costs of inspections made during construction and/or the final construction survey and subsequent inspection shall be billed to TW Wireless upon completion of the inspections. The cost of periodic inspection or any special inspections found necessary due to the existence of sub-standard or unauthorized occupancies shall be billed separately.
- (E)8.2.18 Final construction, subsequent, and periodic inspections or the failure to make such inspections, shall not impose any liability of any kind upon USW nor relieve TW Wireless of any responsibilities, obligations, or liability assigned under this Agreement.
- (E)8.2.19 Should USW under the provisions of this Agreement remove TW Wireless's facilities from the Poles/Innerduct covered by any Order, USW will deliver the facilities removed upon payment by TW Wireless of the cost of removal, storage and delivery, and all other amounts due USW. If TW Wireless removes facilities from Poles/Innerduct for other than repair or maintenance purposes, no replacement on the Poles/Innerduct shall be made until all outstanding charges due USW for previous occupancy have been paid in full. TW Wireless shall advise USW in writing as to the date on which the removal of facilities from the Poles/Innerduct has been completed.
- (E)8.2.20 If any facilities are found attached to Poles/Innerduct for which no Order is in effect, USW, without prejudice to its other rights or remedies under this Agreement, may assess a charge and TW Wireless agrees to pay a charge of \$200.00 per Pole/Innerduct run, plus payment as specified in this Section. TW Wireless is required to submit in writing, within ten (10) days after receipt of written notification from USW of the unauthorized occupancy, a

costs) to TW Wireless within ten (10) business days or within the time frames of the applicable federal or state law, rule or regulation. This time frame is applicable to the standard inquiry of one hundred (100) Poles or fewer, or thirty (30) Utility Holes sections or fewer. An Inquiry which exceeds the standard will have negotiated completion dates for the records review. The poles/Innerduct Permit Processing Costs quotation shall be valid for ninety (90) calendar days.

- (E)8.4.3 Request. Upon review and acceptance of the Cost Quotation and payment of the estimated costs, USW will provide the requested information which may or may not include the following: a review of public and internal right-of-way records for restrictions and to identify to TW Wireless what additional right of way permission is required; a field survey and site investigation of the Poles/Innerduct, including the preparation of distances and drawings, to determine availability on existing Poles/Innerduct; identification of Make-ready costs required from TW Wireless, if applicable, prior to installing its facilities; the schedule in which the Make-ready work will be completed, and the annual recurring prices associated with the attachment of facilities. Such work shall be completed within thirty-five (35) business days for a standard inquiry of One Hundred (100) Poles or less, or Thirty (30) Utility Hole sections or less, or as negotiated between USW and TW Wireless identified in the Cost Quotation.
- (E)8.4.4 The costs included in the Cost Quotation are used to cover the actual costs incurred by USW in determining if Poles/Innerduct space is available to meet TW Wireless's request; however, TW Wireless will be responsible for payment of the actual costs incurred if such costs exceed the estimate. If the actual costs are less than the estimate, an appropriate credit will be made towards the Poles/Innerduct Make-ready or nonrecurring fees. If USW denies the Poles/Innerduct request, USW shall do so in writing, specifying the reasons for denial along with all relevant evidence and supporting information and will also refund the difference between the costs incurred and those prepaid by TW Wireless, if any.
- (E)8.4.5 Upon completion of the work described above, USW shall provide TW Wireless a Poles/Innerduct Order containing estimated Make-ready costs, field survey drawings, annual recurring charges. Upon receipt of an accepted Poles/Innerduct Order from TW Wireless and applicable payment for the Make-ready fees identified, USW will assign TW Wireless's requested space and complete the Make-ready work which may be required. Unless USW is requested by TW Wireless to perform work associated with the attachment of facilities, USW will notify TW Wireless when Poles/Innerduct are ready for attachment of facilities.

Routing by originating NPA-NXX-XXXX  
Time of day  
Day of week  
Specified date  
Allocation by percentage

**(E)9.3 Rate Elements**

- (E)9.3.1 The recurring charges for 8XX Database Query Service, POTS Translation, and Call Handling and Destination Features are contained in Part G of this Agreement.
- (E)9.3.2 The rates for 8XX Database Query Service only apply to queries for local 8XX calls. Local calls are defined as 8XX calls where the calling party number and the terminating party number (the POTS number to which the 8XX number is translated) are in the same free calling area. For all other calls, reference existing interstate and intrastate access Tariffs.
- (E)9.3.3 A non-recurring Point Code Activation Charge will apply for TW Wireless to activate 8XX Database Query Service. This rate element is contained in the CCSAC/SS7 section of Part G.

**(E)9.4 Ordering Process**

TW Wireless shall order access to USW local STP (links and ports) prior to or in conjunction with 8XX Database Query Service.

**(E)9.5 Technical Requirements**

- (E)9.5.1 USW shall make USW's Toll Free Number Database available, through its STPs, for TW Wireless to query from TW Wireless's designated switch.
- (E)9.5.2 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 USW switch.

**(E)9.6 Interface Requirements**

The signaling interface between TW Wireless'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.

**(E)9.7 Technical References**

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

- (E)9.7.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, Issue 1 (Bellcore, December 199X);
- (E)9.7.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and

## PART F- MISCELLANEOUS PROVISIONS

### (F)1. NETWORK SECURITY

(F)1.1 Protection of Service and Property - Each Party shall exercise the same degree of care to prevent harm or damage to the other Party and any third parties, its employees, agents or end users, or their property as it employs to protect its own personnel, end users and property, etc.

(F)1.1.1 Each Party is responsible to provide security and privacy of communications. This entails protecting the confidential nature of telecommunications transmissions between end users, during technician work operations and at all times. Specifically, no employee, agent or representative, shall monitor any circuits except as required to repair or provide service, of any end user at any time. Nor shall an employee, agent or representative disclose the nature of overheard conversations, or who participated in such communications or even that such communication has taken place. Violation of such security may entail state and federal criminal penalties, as well as civil penalties. TW Wireless is responsible for covering its employees on such security requirements and penalties.

(F)1.1.2 The USW telecommunications network is part of the national security network, and as such, is protected by federal law. Deliberate sabotage or disablement of any portion of the underlying equipment used to provide the network is a violation of federal statutes with severe penalties, especially in times of national emergency or state of war. TW Wireless is responsible for covering its employees on such security requirements and penalties.

(F)1.1.3 USW and TW Wireless share responsibility for security and network protection, due to the varying Collocation arrangements; i.e., physical, common, etc. Each Party's employees, agents or representatives must secure its own portable test equipment, spares, etc. and shall not use the test equipment or spares of other parties. Use of such test equipment or spares without written permission constitutes theft and may be prosecuted. Exceptions are the use of USW ladders in the Wire Center, either rolling or track, which TW Wireless may use in the course of work operations. USW assumes no liability to TW Wireless, its agents, employees or representatives, if TW Wireless uses a USW ladder available in the Wire Center.

(F)1.1.4 Each Party is responsible for the physical security of its employees, agents or representatives. Providing safety glasses, gloves, etc. must be done by the respective employing Party. Hazards handling and safety procedures relative to the telecommunications environment is the training responsibility of the employing Party.

- (F)1.1.10.4 Wear the identification/access card above the waist and visible at all times.
- (F)1.1.10.5 Ensure adherence by its employees, agents and vendors to all USW environmental health and safety regulations. This includes all fire/life safety matters, OSHA, EPA, Federal, State and local regulations, including evacuation plans and indoor air quality.
- (F)1.1.10.6 Secure and lock all doors and gates.
- (F)1.1.10.7 Report to USW all property and equipment losses immediately, any lost cards or keys, vandalism, unsecured conditions, security violations, anyone who is unauthorized to be in the work area or is not wearing the USW identification/access card.
- (F)1.1.11 TW Wireless's employees, agents and vendors will comply with USW Central Office fire and safety regulations, which include but are not limited to, wearing safety glasses in designated areas, keeping doors and aisles free and clean of trip hazards such as wire, checking ladders before moving, not leaving test equipment or tools on rolling ladders, not blocking doors open, providing safety straps and cones in installation areas, using electro-static discharge protection, and exercising good housekeeping.
- (F)1.1.12 Smoking is not allowed in USW buildings, Wire Centers, and all other USW facilities. No open flames shall be permitted anywhere within the buildings. Failure to abide by this restriction will result in immediate denial of access for that individual and will constitute a violation of the access rules, subjecting TW Wireless to denial of unescorted access.
- (F)1.1.13 No flammable or explosive fluids or materials are to be kept or used anywhere within the USW buildings or on the grounds.
- (F)1.1.14 No weapons of any type are allowed on USW premises. Vehicles on USW property are subject to this restriction as well.
- (F)1.1.15 TW Wireless's employees, agents or vendors may not make any modifications, alterations, additions or repairs to any space within the building or on the grounds.
- (F)1.1.16 Any USW employee may request TW Wireless's employee, agent or vendor to stop any work activity that in their reasonable judgment is a jeopardy to personal safety or poses a potential for damage to the building, equipment of services within the facility.

- (F)1.1.26 TW Wireless will supply to USW Security, and keep up to date, a list of its employees, agents and vendors who require access to TW Wireless's space. The list will include names and social security numbers. Names of employees, agents or vendors to be added to the list will be provided to USW Security, who will provide it to the appropriate USW personnel.
- (F)1.2 Revenue Protection - USW shall make available to TW Wireless all present and future fraud prevention or revenue protection features. These features include, but are not limited to screening codes, 900 and 976 numbers. USW shall additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent Operations Support Systems which include but are not limited to LIDB Fraud monitoring systems.
- (F)1.3. Law Enforcement Interface - USW provides emergency assistance to 911 centers and law enforcement agencies seven days a week/twenty-four hours a day. Assistance includes, but is not limited to release of 911 trace and subscriber information; in-progress trace requests; establishing emergency trace equipment, release of information from an emergency trap/trace or \*57 trace; requests for emergency subscriber information; assistance to law enforcement agencies in hostage/barricade situations, kidnappings, bomb threats, extortion/scams, runaways and life threats.
- (F)1.4 USW provides trap/trace, pen register and Title III assistance directly to law enforcement, if such assistance is directed by a court order. This service is provided during normal business hours, Monday through Friday. Exceptions are addressed in the above paragraph. The charges for these services will be billed directly to the law enforcement agency, without involvement of TW Wireless, for any lines service from USW Wire Centers or cross boxes.
- (F)1.5 In all cases involving telephone lines served from USW Wire Centers or cross boxes, whether the line is a resold line or part of an unbundled switch or Loop element, USW will perform trap/trace Title III and pen register assistance directly with law enforcement. TW Wireless will not be involved or notified of such actions, due to non-disclosure court order considerations, as well as timely response duties when law enforcement agencies are involved. Exceptions to the above will be those cases, as yet undetermined, where TW Wireless must participate due to technical reasons wherein its circuitry must be accessed or modified to comply with law enforcement, or for legal reasons that may evolve over time. TW Wireless will provide USW with a 24 - hour a day, 7 - days a week contact for processing such requests, should they occur.

## **(F)2. ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)**

USW has developed OSS interfaces using an electronic gateway solution consistent with the design prescribed by the FCC, Docket 96-98, FCC 96-325, paragraph 527. These gateways act as a mediation or control point between TW Wireless's and USW's Operations Systems. These gateways provide security for the interface, protecting the integrity of the USW network and its databases. USW's operational systems interfaces have been developed to support Pre-ordering, Ordering and Provisioning, Maintenance

ordering and provisioning, maintenance and repair, and billing as they are described in this Agreement.

**(F)2.3 Billing**

**(F)2.3.1**

For products billed out of the USW IABS system, USW will utilize the existing CABS/BOS format and technology for the transmission of bills.

**(F)2.4 Outputs**

**(F)2.4.1**

IABS Bill - The IABS (Interexchange Access Billing System) 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 Bill is only provided in the following media:

Paper

NDM

Diskette

Magnetic Tape

**(F)2.4.2**

**Files and Reports**

**(F)2.4.2.1**

**Category 11 Records-** These Exchange Message Records (EMR) provide mechanized record formats that can be used to exchange access and transit usage information between USW and TW Wireless. For transit traffic, the originating company is responsible to follow the EMR standard and to exchange records with both the transiting company and the terminating company, to facilitate the billing process to the originating network.

Category 1101XX series records are used to exchange detailed access usage information.

Category 1150XX series records are used to exchange summarized access minutes-of-use and 8XX database queries.

These mechanized records are available from USW in the following formats:

NDM (direct connect or dial-up)

Comet

Tape

Cartridge

A charge will apply for Category 1101XX and 1150XX records sent by USW to TW Wireless in an EMR mechanized format. These records are used



ordering and provisioning, maintenance and repair, and billing as they are described in this Agreement.

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**(F)2.4 Outputs**

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Paper  
NDM  
Diskette  
Magnetic Tape

(F)2.4.2 Files and Reports

(F)2.4.2.1 Category 11 Records- These Exchange Message Records (EMR) provide mechanized record formats that can be used to exchange access and transit usage information between USW and TW Wireless. For transit traffic, the originating company is responsible to follow the EMR standard and to exchange records with both the transiting company and the terminating company, to facilitate the billing process to the originating network.

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These mechanized records are available from USW in the following formats:

NDM (direct connect or dial-up)  
Comet  
Tape  
Cartridge

A charge will apply for Category 1101XX and 1150XX records sent by USW to TW Wireless in an EMR mechanized format. These records are used

**(F)2.7 LSP Systems Help Desk**

(F)2.7.1 The LSP Systems Help Desk will provide a single point of entry for TW Wireless to gain assistance in areas involving connectivity and File Outputs. These areas are further described below:

(F)2.7.1.1 Connectivity

Connectivity covers trouble with TW Wireless's access to the USW System for modem configuration requirements; T1 configuration and dial in string requirements; firewall access configuration; SecurID configuration; Profile Setup and password verification.

(F)2.7.1.2 File Outputs

File outputs system errors are limited to IABS Bill and Category 11 Report.

(F)2.7.2 The LSP Systems Help Desk does not support status or trouble while the Service Order is processing through the ISC.

(F)2.7.3 Hours of Operation

The LSP Systems Help Desk is available Monday through Friday, 6:00 a.m. until 8:00 p.m. Mountain Time, excluding USW holidays.

**(F)3. ACCESS TO TELEPHONE NUMBERS**

(F)3.1 Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to the request and assignment of any NANP number resources including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines published by the Industry Numbering Committee ("INC") as INC 95-0407-008, formerly ICCF 93-0729-010). The latest version of the Guidelines will be considered the current standard.

(F)3.2 The Parties will comply with code administration requirements as prescribed by the Federal Communications Commission, the Commission, and accepted industry guidelines.

(F)3.3 It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide (LERG) to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities. The Parties will cooperate to establish procedures to ensure the timely activation of NXX assignments in their respective networks.

(F)3.4 Each Party shall be responsible for notifying its end users of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes.

- (F)8.1.3 USW will perform repair service that is equal in timeliness and quality to that which it provides to its own end users.
- (F)8.2 Service interruptions
- (F)8.2.1 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 Agreement shall not: 1) interfere with or impair service over any facilities of the other Party; its affiliated companies, or its connecting and concurring carriers involved in its services; 2) cause damage to their plant; 3) violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service".
- (F)8.2.2 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.
- (F)8.2.3 To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a repair center for such service.
- (F)8.2.4 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.
- (F)8.2.5 Before either Party reports a trouble condition, it shall use its best efforts to isolate the trouble to the other's facilities.
- (F)8.2.5.1 In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign

(F)8.7 Hours of Coverage

(F)8.7.1 USW'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 USW's repair operations center (always available 7X24) can call-out technicians or other personnel required for the situation.

(F)8.8 Escalations

(F)8.8.1 USW will provide trouble escalation procedures to TW Wireless. Such procedures will be based on the processes USW employs for its own end users. USW escalations are manual processes.

(F)8.8.2 USW repair escalations begin with calls to the up-front trouble reporting centers.

(F)8.9 Dispatch

(F)8.9.1 USW will provide maintenance dispatch personnel on the same schedule as it provides for its own end users.

(F)8.9.2 Upon the receipt of a trouble report from TW Wireless, USW will do all that is reasonable and practical, according to internal and industry standards, to resolve the repair condition. It will be USW's decision whether or not to send a technician out on a dispatch. USW 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 TW Wireless require a dispatch when USW believes the dispatch is not necessary, appropriate charges will be billed by USW to TW Wireless for those dispatch-related costs.

(F)8.10 Jeopardy Management

(F)8.10.1 Notification to TW Wireless will be given as soon as USW becomes aware that a trouble report interval is likely to be missed.

(F)8.11 Trouble Screening

(F)8.11.1 TW Wireless shall screen and test its end user trouble reports completely enough to insure that it sends to USW only trouble reports that involve USW facilities.

(F)8.12 Maintenance Standards

(F)8.12.1 USW will cooperate with TW Wireless to meet the maintenance standards outlined in this Agreement.

(F)8.12.2 On TW Wireless reported trouble, USW will inform TW Wireless of repair completion as soon as is practical after its completion.

(F)8.13 Repair Call Handling

- (F)9.3 Within fifteen (15) business days of its receipt, USW shall acknowledge receipt of the BFR and in such acknowledgment advise TW Wireless of missing information, if any, necessary to process the BFR. Thereafter, USW shall promptly advise TW Wireless of the need for any additional information required to complete the analysis of the BFR.
- (F)9.4 Within thirty (30) business days of its receipt of the BFR and all information necessary to process it, USW shall provide to TW Wireless a preliminary analysis of the BFR. The preliminary analysis shall specify USW's conclusions as to whether or not the requested Interconnection or access to an unbundled Network Element complies with the unbundling requirements set forth above.
- (F)9.4.1 If USW determines during the thirty (30) day period that a BFR does not qualify as a Network Element or Interconnection that is required to be provided under the Act, USW shall advise TW Wireless as soon as reasonably possible of that fact, and USW shall promptly, but in no case later than ten (10) business days after making such a determination, provide a written report setting forth the basis for its conclusion.
- (F)9.4.2 If USW determines during the thirty (30) day period that the BFR qualifies under the Act, it shall notify TW Wireless in writing of such determination within ten (10) business days.
- (F)9.4.3 As soon as feasible, but in any case within ninety (90) business days after USW notifies TW Wireless that the BFR qualifies under the Act, USW shall provide to TW Wireless a BFR quote. The BFR quote will include, at a minimum, a description of each Interconnection and Network Element, the quantity to be provided, any interface specifications, and the applicable rates (recurring and nonrecurring) including the separately stated development costs and construction charges of the Interconnection or the Network Elements and any minimum volume and term commitments required.
- (F)9.5 If USW has indicated minimum volume and term commitments, then within thirty (30) business days of its receipt of the BFR quote, TW Wireless must either agree to purchase under those commitments, cancel its BFR, or seek mediation or arbitration.
- (F)9.6 If TW Wireless has agreed to minimum volume and term commitments under the preceding paragraph, TW Wireless may cancel the BFR or volume and term commitment at any time, but in the event of such cancellation TW Wireless will pay USW's reasonable development costs incurred in providing the Interconnection or Network Element, to the extent that those development costs are not otherwise amortized.
- (F)9.7 If either Party believes that the other Party is not requesting, negotiating or processing any BFR in good faith, or disputes a determination, or quoted price

circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit.

- (F)10.2.10 In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties.
- (F)10.2.11 The Parties agree that if an Audit discloses error(s), the Party responsible for the error(s) shall, in a timely manner, undertake corrective action for such error(s). All errors not corrected within thirty (30) business days shall be escalated to the Vice-President level.
- (F)10.3 All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered Proprietary Information as defined by this Agreement. The non-requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, TW Wireless and USW will aggregate such competitors' data before release to the other Party, to insure the protection of the proprietary nature of information of other competitors. To the extent a competitor is an affiliate of the Party being audited (including itself and its subsidiaries), the Parties shall be allowed to examine such affiliates' disaggregated data, as required by reasonable needs of the Audit.

## **(F)11. CONSTRUCTION CHARGES**

- (F)11.1 All rates, charges and initial service periods specified in this Agreement contemplate the provision of network Interconnection services and access to UNEs to the extent existing facilities are available. Except for modifications to existing facilities necessary to accommodate Interconnection and access to UNEs specifically provided for in this Agreement, USW will consider requests to build additional or further facilities for network Interconnection and access to UNEs as described in the applicable Section of this Agreement.
- (F)11.2 All necessary construction will be undertaken at the discretion of USW, consistent with budgetary responsibilities, consideration for the impact on the general body of end users, and without discrimination among the various carriers.
- (F)11.3 A quote for TW Wireless's portion of a specific job will be provided to TW Wireless. The quote will be in writing and will be binding for ninety (90) business days after the issue date. When accepted, TW Wireless will be billed the quoted price and construction will commence after receipt of payment. If TW Wireless chooses not to have USW construct the facilities, USW reserves

(F)12.2.2 Maintenance and Repair Indicators

Mean Time to Restore  
Repair Repeat Report Rate  
Troubles Cleared within 4 Hours  
TW Wireless Caused Trouble Reports  
Average Speed of Answer - USW Repair Center  
Percent Calls Answered within Twenty Seconds - USW Repair Center

(F)12.2.3 Operator Services/Directory Assistance Indicators

Mean Time to Answer - Operator Services  
Percentage of Calls Answered within Ten Seconds - Operator Services  
Mean Time to Answer - Directory Assistance  
Percentage of Calls Answered within Ten Seconds - Directory Assistance

(F)12.2.4 Network Interconnection

Percent Final Trunk Groups Blockage  
Average Final Trunk Group Utilization

(F)12.3 Performance Results

USW will provide performance results for the performance indicators listed above for TW Wireless, other Wireless Service Providers, and, where applicable, USW customers. For Type 2 Interconnection Trunks, USW will provide performance results for trunks procured by TW Wireless and other Wireless Service Providers (which utilize joint planning and forecasting with USW in procuring trunks), and the performance results for trunk services which USW provides to its affiliates which furnish Telecommunications Services. If TW Wireless does not participate in joint planning, only TW Wireless results will be provided.

(F)12.4 The performance results provided to TW Wireless by USW shall be consistent with the current version of the USW Performance Indicators Descriptions (PID). These descriptions shall be the exclusive description used by both TW Wireless and USW when discussing performance results.

(F)12.5 The performance results provided under the Agreement are to be used solely for the purposes set forth herein, and shall be treated as "Confidential Information" as provided in this Agreement.

(F)12.6 Service Performance – Reported Events

(F)12.6.1 When applicable, the Parties will report service-related performance results for all "events." An "event" is the activity that generates the measurement.

A "Delaying Event" means:

- (a) Failure by either Party to perform any of its obligations set forth in this Agreement;
- (b) Any delay, act or failure to act by an end user agent or subcontractor of the other Party, or
- (c) Any Force Majeure event.

If a delaying Event prevents either Party from performing a measured activity event, then such measured activity event shall be excluded from the performance indicator(s).

**(F)12.9 Records**

Each Party shall maintain complete and accurate records, for the specified review period, of its performance under this Agreement, for each measured activity. Each Party shall provide such records to the other Party in a self-reporting format. Such records shall be in the format kept in the performing Party's ordinary course of business. The Parties agree that such records shall be deemed "Confidential Information."

**(F)12.10 Joint Defense and Advocacy**

The Parties shall jointly and separately advocate and defend the sufficiency of this Agreement in addressing the Telecommunications Act of 1996 and wholesale services performance measurement reporting rights, remedies and related terms and conditions in any forum in which its sufficiency might be challenged.

**(F)12.11 Cost Recovery**

Each Party reserves the right to recover the cost associated with the creation of the above measures, indicators, and reports through a future proceeding before a regulatory body. Such a proceeding may address a wide range of implementation costs not otherwise recovered through charges established herein.

**(F)13. NETWORK STANDARDS**

**(F)13.1** The Parties recognize that USW services and network elements have been purchased and deployed, over time, to Bellcore and USW technical standards. Specification of standards is built into the USW purchasing process, whereby vendors incorporate such standards into the equipment USW purchases. USW supplements generally held industry standards with USW Technical Publications.

**(F)13.2** The Parties recognize that equipment vendors may manufacture telecommunications equipment that does not fully incorporate and may differ from industry standards at varying points in time (due to standards development processes and consensus) and either Party may have such equipment in place within its network. Except where otherwise explicitly stated within this Agreement, such equipment is acceptable to the Parties, provided



TR-NWT-000057 Functional Criteria for Digital Loop Carrier Systems Issue 2  
TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines  
GR-253-CORE SONET Common Generic Criteria  
TR-NWT-000303 Integrated Digital Loop Carrier System Generic Requirements  
TR-TSY-000673 Operations Interface for and IDLC System  
GR-303-CORE Issue 1 Integrated Digital Loop Carrier System Generic Requirements  
TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines  
TR-TSY-000008 Digital Interface Between the SLC 96 Digital Loop Carrier System and a Local Digital Switch  
TR-NWT-008 and 303  
TA-TSY-000120 Subscriber Premises or Network Ground Wire  
GR-49-CORE Generic Requirements for Outdoor Telephone Network Interface Requirements  
TR-NWT-000239 Indoor Telephone Network Interfaces  
TR-NWT-000937 Generic Requirements for Outdoor and Indoor Building Entrance  
TR-NWT-000133 Generic Requirements for Network Inside Wiring

(F)13.4 Interface  
Bellcore Reference Documents GR-145-CORE and BR-795-403-100.

(F)13.5 The Parties will cooperate in the development of national standards for interconnection elements as the competitive environment evolves. Recognizing that there are no current national standards for interconnection network elements, USW has developed its own standards for some network elements, including:

USW Interconnection – Unbundled Loop #77384

Expanded Interconnection and Collocation for Private Line Transport and Switched Access Services - #77386

Unbundled Dedicated Interoffice Transport - #77389

Competitive Local Exchange Carrier Installation/Removal Guidelines - #77390

(F)13.5 USW Technical Publications have been developed to support service offerings, inform end users and suppliers, and promote engineering consistency and deployment of developing technologies. For a complete listing and to place orders for USW Technical Publications, contact:

**PART G – SOUTH DAKOTA RATES**

**Type 2 Wireless Interconnection**

(G)1	Trunks	USOC	Recurring	Nonrecurring
(G)1.1	2A Trunk - 4 wire Digital			
(G)1.1.1	2A 1 Way In (Land to Mobile)			
	Initial	MZV1X	N/A	\$78.19
	Subsequent	M5Y1X	N/A	\$78.19
(G)1.1.2	2A 1 Way Out (Mobile to Land)			
	Initial	MZV0X	N/A	\$78.19
	Subsequent	M5Y0X	N/A	\$78.19
(G)1.1.3	2A 2 Way			
	Initial	MZV2X	N/A	\$78.19
	Subsequent	M5Y2X	N/A	\$78.19
(G)1.2	2B Trunk - 4 wire Digital			
(G)1.2.1	2B 1 Way In (Land to Mobile)			
	Initial	MZW1X	N/A	\$78.19
	Subsequent	M6Y1X	N/A	\$78.19
(G)1.2.2	2B 1 Way Out (Mobile to Land)			
	Initial	MZW0X	N/A	\$78.19
	Subsequent	M6Y0X	N/A	\$78.19
(G)1.2.3	2B 2 Way			
	Initial	MZW2X	N/A	\$78.19
	Subsequent	M6Y2X	N/A	\$78.19
(G)1.3	Equal Access - 4 wire Digital			
(G)1.3.1	1 Way Out (Mobile to Land)			
	Initial	MYV0X	N/A	\$78.19
	Subsequent	MYV0X	N/A	\$78.19
(G)1.3.2	2 Way			
	Initial	MYV2X	N/A	\$78.19
	Subsequent	MYV2X	N/A	\$78.19
(G)1.4	2D - 4 Wire Digital - Operator			
	1 Way Out (Mobile to Land)			
	Initial	MZFOX	N/A	\$78.19
	Subsequent	MZFOX	N/A	\$78.19
(G)1.5	Trunk Routing Change - Per Type 2 Trunk Group			
(G)1.5.1	2A Direct Final to Alternate Final	NRB2F	N/A	\$73.93
(G)1.5.2	Type 2 Routing Translation Change	NRB2H	N/A	\$73.93

Type 2 Wireless Interconnection

(G)2.4	Transit Traffic	Per MOU	
(G)2.4.1	Transit Local	\$0.0026260	
(G)2.4.2	Transit toll	\$0.0031230	
(G)2.5	Cancellation Charges	Applicable Access Tariff	
(G)2.6	Expedite Charge	Applicable Access Tariff	
(G)2.7	Construction Charges	Individual Case Basis(ICB)	
(G)2.8	Jointly Provided Switched Access	Applicable Switched Access Tariff	

<b>(G)3 Local number Portability</b>		<b>Recurring</b>	<b>Nonrecurring</b>
(G)3.1	LNP Queries	FCC Tariff #5	

<b>(G)4 Directory Assistance</b>			
(G)4.1	Regional Directory Assistance, Per Call	\$0.31	
(G)4.2	National Directory Assistance, Per Call	\$0.385	
(G)4.3	Custom Call Branding, setup and recording	Under Development	
(G)4.4	Call Completion, Per Call	Under Development	
(G)4.5	Call Completion Link, Per Call	Under Development	

<b>(G)5 White Pages Directory Listings</b>			
(G)5.1	Primary Listing	No Charge	
(G)5.2	Premium/Privacy Listing	General Exchange Tariff	

<b>(G)6 Directory Assistance List Information</b>			
(G)6.1	Initial Database Load, per Listing	\$0.05	
(G)6.2	Reload of Data Base, per Listing	20% discount off Initial Load	
(G)6.3	Daily Updates, per Listing	\$0.06	
(G)6.4	One-time Set Up Fee		\$64.06/hour
(G)6.5	Media Charges for File Delivery		
(G)6.5.1	Electronic transmission	\$0.002	
(G)6.5.2	Tapes (charges only apply if this is selected as the normal delivery medium for daily updates)	\$30/tape	
(G)6.5.3	Shipping Charges (for tape delivery)	Actual rate charged by carrier selected	

<b>(G)7 Toll and Assistance Operator Services</b>			
(G)7.1	Busy Line Verification, per call	\$0.72	
(G)7.2	Busy Line Verification Interrupt, per call	\$0.87	
(G)7.3	Operator Handled, per operator work second	\$0.0181	
(G)7.4	Machine Handled, per call	\$0.13	

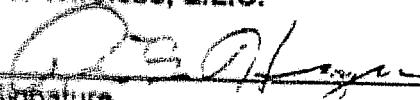
## PART H - SIGNATURE

### Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

TW Wireless, L.L.C.\*

  
\_\_\_\_\_  
Signature

Rick Hagen  
\_\_\_\_\_  
Name Printed/Typed

President  
\_\_\_\_\_  
Title

11/23/99  
\_\_\_\_\_  
Date

U S WEST Communications, Inc. \*

  
\_\_\_\_\_  
Signature

Kathy Fleming  
\_\_\_\_\_  
Name Printed/Typed

V.P. - Interconnection  
\_\_\_\_\_  
Title

12/06/99  
\_\_\_\_\_  
Date

\* Signature does not waive any rights of either Party to seek administrative/judicial review of all or part of the Agreement, or to reform the agreement as the result of successful administrative/judicial review and/or future settlement agreements between the Parties to this Agreement.

**South Dakota Public Utilities Commission**  
**WEEKLY FILINGS**  
For the Period of June 21, 2001 through June 27, 2001

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact  
Delaine Kolbo within five business days of this filing. Phone: 605-773-3705 Fax: 605-773-3809

**CONSUMER COMPLAINTS**

**CT01-027**      **In the Matter of the Complaint filed by Empire Plastics, Inc., Sioux Falls, South Dakota, against McLeodUSA Telecommunications Services, Inc., Regarding Deceptive Business Practice.**

The Complainant's representative states that when he agreed to service, he told the McLeod representative that he would not agree to a five year contract and that he would only agree to one year or less. He states that he did not sign the addendum indicating five years and believes that the McLeod representative may have committed him to five years of service without his knowledge. Complainant's representative believes that the McLeod representative used deceptive business practice to obtain his business. He states that the McLeod representative did not present the contract correctly to him. He requests that the Commission inform McLeod that the contract is unenforceable and that the Complainant not be responsible for any charges or penalties for ending service.

Staff Analyst: Mary Healy  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/27/01  
Intervention Deadline: N/A

**ELECTRIC**

**EL01-014**      **In the Matter of the Filing by MidAmerican Energy Company for Approval of Tariff Revisions.**

Application by MidAmerican Energy to revise the standard bill contained in the Sample Forms section of its tariff. The changes clarify the means by which customers may contact the Company.

Staff Analyst: Dave Jacobson  
Staff Attorney: Karen Cremer  
Date Docketed: 06/25/01  
Intervention Deadline: 07/20/01

**EL01-015**      **In the Matter of the Filing by Otter Tail Power Company for Approval of Tariff Revisions.**

Otter Tail Power Company is requesting approval of 18 revised sheets to the South Dakota Electric Tariff Rate Book. These revisions generally consist of wording changes.

Staff Analyst: Keith Senger  
Staff Attorney: Karen Cremer  
Date Docketed: 06/25/01  
Intervention Deadline: 07/13/01

Communications, Inc. ("Z-Tel") was filed with the Commission for approval. According to the parties the agreement is a negotiated agreement which sets forth the terms, conditions and prices under which Qwest will provide services for resale to Z-Tel for the provision of local exchange services. 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 July 12, 2001. 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 06/22/01  
Initial Comments Due 07/12/01

**TC01-072 In the Matter of the Filing for Approval of an Adoption Agreement between Qwest Corporation and NPCR, Inc. d/b/a Nextel Partners.**

On June 25, 2001, an Adoption Agreement between NPCR, Inc. d/b/a Nextel Partners ("Nextel") and Qwest Corporation ("Qwest") f/k/a US WEST Communications, Inc. was filed with the Commission for approval. According to the parties the agreement is a negotiated agreement with the parties adopting the terms and conditions of the Interconnection Agreement and any associated amendments, if applicable, between TW Wireless, L L C and Qwest which was approved by the Commission on February 11, 2000 in Docket No. TC99-123. 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 July 16, 2001. 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 06/25/01  
Initial Comments Due 07/16/01

**TC01-073 In the Matter of the Establishment of Switched Access Revenue Requirement for Cheyenne River Sioux Tribe Telephone Authority.**

Cheyenne River Sioux Tribe Telephone Authority, Eagle Butte, South Dakota, filed a switched access cost study developing a revenue requirement and minutes of use that are included in the revenue requirement and minutes of use used to determine the switched access rates for the Local Exchange Carrier Association.

Staff Analyst Harlan Best  
Staff Attorney Karen Cremer  
Date Docketed 06/26/01  
Intervention Deadline 07/13/01

**TC01-074 In the Matter of the Application of Frontier Communications of America, Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.**

Frontier Communications of America, Inc. has filed an application for a Certificate of Authority to provide interexchange telecommunications services in South Dakota. Frontier will provide resold telecommunications services including direct dialed (1+), toll-free, calling card and operator assisted services throughout South Dakota.

Staff Analyst Michele Farris  
Staff Attorney Kelly Frazier  
Date Docketed 06/26/01  
Intervention Deadline 07/13/01

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

<b>IN THE MATTER OF THE FILING FOR )</b>	<b>ORDER APPROVING</b>
<b>APPROVAL OF AN ADOPTION AGREEMENT )</b>	<b>ADOPTION AGREEMENT</b>
<b>BETWEEN QWEST CORPORATION AND )</b>	
<b>NPCR, INC. D/B/A NEXTEL PARTNERS )</b>	<b>TC01-072</b>

On June 25, 2001, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) an adoption agreement between NPCR, Inc. d/b/a Nextel Partners (Nextel) and Qwest.

On June 28, 2001, the Commission electronically transmitted notice of this filing to interested individuals and entities. The notice stated that any person wishing to comment on the parties' request for approval had until July 16, 2001, to do so. No comments were filed.

At its duly noticed September 7, 2001, meeting, the Commission considered whether to approve the adoption agreement between Qwest and Nextel. 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 adoption agreement does not discriminate against a telecommunications carrier that is not a party to the adoption agreement and the adoption agreement is consistent with the public interest, convenience, and necessity. The Commission unanimously voted to approve the adoption agreement. It is therefore

ORDERED, that the Commission approves the adoption agreement.

Dated at Pierre, South Dakota, this 14<sup>th</sup> day of September, 2001.

<b>CERTIFICATE OF SERVICE</b>
The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.
By <u>Alaine Kelso</u>
Date <u>9/14/01</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

James A. Burg  
JAMES A. BURG, Chairman

Pam Nelson  
PAM NELSON, Commissioner