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November 2, 2004

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

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

Re: Filing of Special Request Process Amendment to Interconnection Agreement Between Qwest Corporation and XO Network Services, Inc. Our File No. 2104.078

Dear Ms. Bonrud:

Pursuant to ARSD 20:10:32:21 enclosed for filing are an original and ten (10) copies of the Special Request Process Amendment to the Interconnection Agreement between XO Network Services, Inc. ("XO") and Qwest Corporation ("Qwest") for approval by the Commission. This is an amendment to the interconnection agreement between XO and Qwest which was approved by the Commission on February 25, 2004 in Docket No. TC04-007.

This Amendment is made in order to add terms and conditions for the Special Request Process, as set forth in Attachment 1 to the Amendment.

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

Sincerely yours,

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

Thomas J. Welk

TJW/vjj
Enclosures

cc: Gegi Leeger, XO Network
Colleen Sevold
Luba Hromyk

**Special Request Process Amendment
to the Interconnection Agreement between
Qwest Corporation and
XO Network Services, Inc.
for the State of South Dakota**

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SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and XO Network Services, Inc. ("CLEC").

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement") for service in the State of South Dakota that was approved by the South Dakota Public Utilities Commission ("Commission") on February 25, 2004, as referenced in Docket No. TC04-007; and

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

AGREEMENT

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

Amendment Terms

The Agreement is hereby amended by adding the terms and conditions for the Special Request Process, as set forth in Attachment 1, attached hereto and incorporated herein.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as Qwest implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

Amendments; Waivers

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach

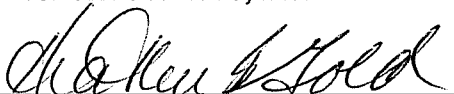
of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

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

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

XO Network Services, Inc.



Signature

Heather B. Gold

Name Printed/Typed
City Government Relations

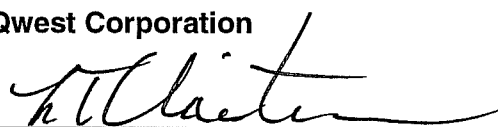
XO Communications, Inc.

Title

10/25/04

Date

Qwest Corporation



Signature

L. T. Christensen

Name Printed/Typed

Director – Interconnection Agreements

Title

10/26/04

Date

ATTACHMENT 1

Special Request Process

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

days, except where Qwest cannot obtain a release from its vendors within seven (7) business days, in which case Qwest will make the data available as soon as Qwest receives the vendor release. Such cost data shall be treated as Confidential Information, if requested by Qwest under the non-disclosure sections of the Agreement.

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of November 4, 2004 through November 10, 2004

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact Delaine Kolbo within five business days of this report. Phone: 605-773-3201

TELECOMMUNICATIONS

TC04-216 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and XO Network Services, Inc.

On November 4, 2004, the Commission received a filing for approval of an Amendment to the Interconnection Agreement between Qwest Corporation and XO Network Services, Inc. According to the parties, the Amendment is made in order to add terms and conditions for the Special Request Process. 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 November 24, 2004. Parties to the Amendment may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Sara B. Harens
Date Filed: 11/04/04
Initial Comments Due: 11/24/04

TC04-217 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License LLC and Splitrock Properties, Inc.

On November 8, 2004, the Commission received a filing for the approval of a Reciprocal Interconnection, Transport and Termination Agreement between Splitrock Properties, Inc. and WWC License LLC. According to the parties, the "Agreement sets forth the terms, conditions and prices under which (a) the Parties' agree to directly interconnect the networks of the CMRS Provider and the Telephone Company for the purposes of the exchange of telecommunications traffic between the Parties' networks or (b) the Parties will transport and terminate the telecommunications traffic originated by the other Party and delivered via the network of a Third Party Provider. This Agreement is not intended to establish any terms, conditions, or pricing applicable to the provisioning of any transiting service." 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 November 29, 2004. 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: Sara B. Harens
Date Filed: 11/08/04
Initial Comments Due: 11/29/04

TC04-218 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License LLC and Roberts County Telephone Cooperative Association

On November 8, 2004, the Commission received a filing for the approval of a Reciprocal Interconnection, Transport and Termination Agreement between Roberts County Telephone Cooperative Association and WWC License LLC. According to the parties, the "Agreement sets forth the terms, conditions and prices under which (a) the Parties' agree to directly interconnect the networks of the CMRS Provider and the Telephone Company for the purposes of the exchange of telecommunications traffic between the Parties' networks or (b) the Parties will transport and terminate the telecommunications traffic originated by the other Party and delivered via the network of a Third Party Provider. This Agreement is not intended to establish any terms, conditions, or pricing applicable to the provisioning of any transiting service." 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 November 29, 2004. 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: Sara B. Harens
Date Filed: 11/08/04
Initial Comments Due: 11/29/04

TC04-219 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License LLC and RC Communications, Inc.

On November 8, 2004, the Commission received a filing for the approval of a Reciprocal Interconnection, Transport and Termination Agreement between RC Communications, Inc. and WWC License LLC. According to the parties, the "Agreement sets forth the terms, conditions and prices under which (a) the Parties' agree to directly interconnect the networks of the CMRS Provider and the Telephone Company for the purposes of the exchange of telecommunications traffic between the Parties' networks or (b) the Parties will transport and terminate the telecommunications traffic originated by the other Party and delivered via the network of a Third Party Provider. This Agreement is not intended to establish any terms, conditions, or pricing applicable to the provisioning of any transiting service." 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 November 29, 2004. 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: Sara B. Harens
Date Filed: 11/08/04
Initial Comments Due: 11/29/04

TC04-220 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and PrairieWave Telecommunications, Inc.

On November 8, 2004, the Commission received a filing for the approval of a Triennial Review Order and USTA II Decision Amendment to the Interconnection Agreement between Qwest Corporation and PrairieWave Telecommunications, Inc. According to the parties, the amendment is made in order to change or add terms and conditions for certain Unbundled Network Elements. Any party wishing to comment on the Amendment may do so by filing written comments with the Commission and the parties to the Amendment no later than November 29, 2004. Parties to the Amendment may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Sara B. Harens
Date Filed: 11/08/04
Initial Comments Due: 11/29/04

TC04-221 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between Northern Valley Communications, LLC and CommNet Cellular License Holding LLC d/b/a Verizon Wireless, Missouri Valley Cellular, Inc. d/b/a Verizon Wireless, Eastern South Dakota Cellular, Inc. d/b/a Verizon Wireless and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless.

On November 9, 2004, the Commission received a filing for the approval of a Reciprocal Interconnection, Transport and Termination Agreement between Northern Valley Communications, LLC and Verizon Wireless. According to the parties, the "Agreement sets forth the terms, conditions and prices under which (a) the Parties' agree to directly interconnect the networks of the CMRS Provider and the Telephone Company for the purposes of the exchange of telecommunications traffic between the Parties' networks or (b) the Parties will transport and terminate the telecommunications traffic originated by the other Party and delivered via the network of a Third Party Provider. This Agreement is not intended to establish any terms, conditions, or pricing applicable to the provisioning of any transiting service." 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 November 29, 2004. 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: Sara B. Harens
Date Filed: 11/09/04
Initial Comments Due: 11/29/04

TC04-222 In the Matter of the Filing by DakotaComm, LLC for Approval of its Intrastate Switched Access Tariff and for an Exemption from Developing Company Specific Cost-Based Switched Access Rates.

On November 9, 2004, DakotaComm, LLC filed a petition for Commission approval to be exempt from developing company specific intrastate switched access rates. The petition states that DakotaComm is a new CLEC in South Dakota and it lacks the necessary financial, technical, and managerial resources needed to determine company-specific cost-based intrastate switched access rates. It has requested to opt into the Local Exchange Carriers Association rates filed with the Commission.

Staff Analyst: Michele Farris
Staff Attorney: Karen Cremer
Date Filed: 11/09/04
Intervention Deadline: 11/26/04

TC04-223 In the Matter of the Application of Nationwide Professional Teleservices, LLC for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.

Nationwide Professional Teleservices, LLC is seeking a Certificate of Authority to provide interexchange telecommunications services in South Dakota. The Applicant intends to resell long

distances services to residential customers throughout South Dakota. The Applicant will provide unlimited intrastate and interstate toll calls for a flat rate of \$39.95 per month.

Staff Analyst: Keith Senger

Staff Attorney: Sara Harens

Date Docketed: 11/10/04

Intervention Deadline: 11/26/04

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You may subscribe or unsubscribe to the PUC mailing lists at <http://www.state.sd.us/puc>**

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

IN THE MATTER OF THE FILING FOR) APPROVAL OF AN AMENDMENT TO AN) INTERCONNECTION AGREEMENT BETWEEN) QWEST CORPORATION AND XO NETWORK) SERVICES, INC.)	ORDER APPROVING) AMENDMENT TO) AGREEMENT) TC04-216
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On November 4, 2004, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) an amendment to an interconnection agreement between XO Network Services, Inc. (XO Network) and Qwest. The amendment is made in order to add terms and conditions for the Special Request Process as set forth in Attachment 1 to the amendment.

On November 10, 2004, the Commission electronically transmitted notice of the filing of the amendment to interested individuals and entities. The notice stated that any person wishing to comment on the parties' request for approval had until November 24, 2004, to do so. No comments were filed.

At its duly noticed November 30, 2004, meeting, the Commission considered whether to approve the negotiated amendment to the agreement between Qwest and XO Network. Commission Staff recommended its approval.

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

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

Dated at Pierre, South Dakota, this 10th day of December, 2004.

CERTIFICATE OF SERVICE
The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.
By: <u>Melanie Kolbo</u>
Date: <u>12/13/04</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

Robert K. Sahr
ROBERT K. SAHR, Chairman

Gary Hanson
GARY HANSON, Commissioner

James A. Burg
JAMES A. BURG, Commissioner