

DIVIDER

STATE OF NORTH DAKOTA
INFORMATION TECHNOLOGY DEPARTMENT
SFN 2053 (4-2002)

PU-2482-02-5

Preferred Carrier Services, Inc./Qwest Corporation
Interconnection Agreement Amendment
Application

Filed 1/3/2002

Closed 3/14/2002

02

DESCRIPTION

Scott, Sandi L.

From: Bauske, Shelly A.
Sent: Monday, August 05, 2002 3:15 PM
To: Scott, Sandi L.
Subject: FW: More Money Received.....

-----Original Message-----

From: Geiger, Gloria A.
Sent: Monday, August 05, 2002 1:55 PM
To: Bauske, Shelly A.
Cc: Geiger, Gloria A.
Subject: RE: More Money Received.....

Gloria Geiger
Administrative Staff Officer
North Dakota Public Service Commission
701-328-2401
fax 701-328-2133
gag@oracle.psc.state.nd.us

-----Original Message-----

From: Bauske, Shelly A.
Sent: Monday, August 05, 2002 1:05 PM
To: Geiger, Gloria A.
Subject: More Money Received.....

Case No. PU-2482-02-5
Preferred Carrier Services
\$56.54

7700 8503 248 22005

12 PU-2482-02-5

Pages: 0

\$56.54 received

by Preferred Carrier Services, Inc./Qwest Corporation

08/07/2002

CC: Comm Legal Ilona Jerry .

Geiger, Gloria A.
From: Bauske, Shelly A.
Sent: Thursday, March 21, 2002 3:59 PM
To: Geiger, Gloria A.
Subject: Money Received.....

Case No. PU-314-97-193
Qwest ? \$251.74 - 07193

Case No. PU-2482-02-5
Qwest ? \$56.53 22005

Case No. PU-2634-01-665
Qwest ? \$56.53 21665

Case No. PU-2057-02-10
Qwest ? \$56.53 22010

Case No. PU-2517-02-4
Qwest ? \$56.53 22004

Case No. PU-2632-01-663
Qwest ? \$56.53 21663

Case No. PU-2463-02-6
Qwest ? \$56.53 22006

Case No. PU-2522-02-3
Qwest ? \$56.53 - 22003

Case No. PU-2630-01-644
\$165.02 21644 -

1115 PU-314-97-193 Pages: 0
\$251.74 received
by Qwest Corporation
03/22/2002 CC: Comm Legal Illona Pat .

✓ **11 PU-2482-02-5** Pages: 0
\$56.53 received
by Qwest Corporation
03/22/2002 CC: Comm Legal Illona Jerry .

12 PU-2634-01-665 Pages: 0
\$56.53 received
by Qwest Corporation
03/22/2002 CC: Comm Legal Illona Jerry .

11 PU-2057-02-10 Pages: 0
\$56.53 received
by Qwest Corporation
03/22/2002 CC: Comm Legal Illona Jerry .

11 PU-2517-02-4 Pages: 0
\$56.53 received
by Qwest Corporation
03/22/2002 CC: Comm Legal Illona Jerry .

12 PU-2632-01-663 Pages: 0
\$56.53 received
by Qwest Corporation
03/22/2002 CC: Comm Legal Illona Jerry .

11 PU-2463-02-6 Pages: 0
\$56.53 received
by Qwest Corporation
03/22/2002 CC: Comm Legal Illona Jerry .

13 PU-2522-02-3 Pages: 0
\$56.53 received
by Qwest Corporation
03/22/2002 CC: Comm Legal Illona Jerry .

11 PU-2630-01-644 Pages: 0
\$165.02 received
by Qwest Corporation
03/22/2002 CC: Comm Legal Illona Jerry .

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

VarTec Telecom, Inc./Qwest Corporation Interconnection Agreement Application	Case No. PU-2632-01-663
Cellco Partnership/Qwest Corporation Interconnection Agreement Application	Case No. PU-2634-01-665
TW Wireless, L.L.C./Qwest Corporation Interconnection Agreement Amendment Application	Case No. PU-2522-02-3
Sprint Spectrum L.P./Qwest Corporation Interconnection Agreement Amendment Application	Case No. PU-2517-02-4
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McLeodUSA Telecommunications Services, Inc./Qwest Corporation Interconnection Agreement Amendment Application	Case No. PU-2057-02-10

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL AND ORDINARY MAIL

STATE OF NORTH DAKOTA
COUNTY OF BURLEIGH

Sharon Helbling deposes and says that:

she is over the age of 18 years and not a party to this action and, on the **14th day of March, 2002**, she deposited in the United States Mail, Bismarck, North Dakota **eight** envelopes with certified postage, return receipt requested, fully prepaid, securely sealed and each containing a photocopy of:

Order

The envelopes were addressed as follows:

10 PU-2482-02-5 Pages: 2

Affidavit of Service

by Public Service Commission

03/14/2002

CC: Comm Legal Ilona Jerry

David Young
VarTec Telecom, Inc.
1600 Viceroy
Dallas TX 75235
Cert. No. 7099 3220 0002 8483 1662

Mike Felicissimo
TW Wireless L L C
1860 Lincoln St 14th Fl
Denver CO 80202
Cert. No. 7099 3220 0002 8482 7979

Alex Valencia
Preferred Carrier Services Inc
14681 Midway Rd Ste 105
Addison TX 75001
Cert. No. 7099 3220 0002 8482 7993

Lauraine Harding
McLeodUSA
6400 C St SW
Cedar Rapids IA 52406-3177
Cert. No. 7099 3220 0002 8482 8013

Dan Kuntz
P O Box 1695
Bismarck ND 58502-1695
Cert. No. 7099 3220 0002 8482 7962

Sprint PCS
Legal Regulatory Dept
6160 Sprint Pkwy Bldg 9
Mail Stop: KSOPH10414
Overland Park KS 66251
Cert. No. 7099 3220 0002 8482 7986

Karen Johnson
Integra Telecom of North Dakota Inc
19545 NW VonNeumann Dr Ste 200
Beaverton OR 97006-6902
Cert. No. 7099 3220 0002 8482 8006

Mary Bacigalupi
Cellular Partnership
2775 Mitchell Dr MS 7-1
Walnut Creek CA 94598
Cert. No. 7099 3220 0002 8482 8020

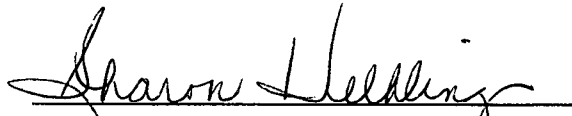
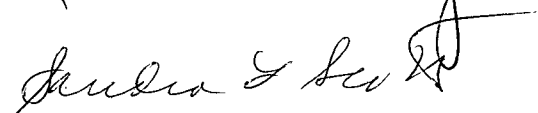
Sharon Helbling further deposes and says that on the **14th day of March, 2002**, she deposited in the United States Mail, Bismarck, North Dakota, **two** envelopes by regular mail, with postage fully prepaid, securely sealed, each containing a photocopy of the same.

Scott Macintosh
Qwest Corporation
P O Box 5508
Bismarck ND 58502-5508

Dir-Interconnection Compliance
Qwest Corporation
1801 California St Rm 2410
Denver CO 80202

Each address shown is the respective addressee's last reasonably ascertainable post office address.

Subscribed and sworn to before me
this **14th day of March, 2002**.



Notary Public

SEAL



MOTION

March 13, 2002

APPROVED

DATE: 3-13-02
KMF

**VarTec Telecom, Inc./Qwest Corporation
Interconnection Agreement
Application**

Case No. PU-2632-01-663

**Cellco Partnership./Qwest Corporation
Interconnection Agreement
Application**

Case No. PU-2634-01-665

**TW Wireless, L.L.C./Qwest Corporation
Interconnection Agreement Amendment
Application**

Case No. PU-2522-02-3

**Sprint Spectrum L.P./Qwest Corporation
Interconnection Agreement Amendment
Application**

Case No. PU-2517-02-4

**Preferred Carrier Services, Inc./Qwest
Corporation
Interconnection Agreement Amendment
Application**

Case No. PU-2482-02-5

**Integra Telecom of North Dakota, Inc./Qwest
Corporation
Interconnection Agreement Amendment
Application**

Case No. PU-2463-02-6

**McLeodUSA Telecommunications Services,
Inc./Qwest Corporation
Interconnection Agreement Amendment
Application**

Case No. PU-2057-02-10

I move the Commission adopt the Order approving the captioned
interconnection agreements.

JRL/sdh

**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

**VarTecTelecom, Inc./Qwest Corporation
Interconnection Agreement
Application** **Case No. PU-2632-01-663**

**Cellco Partnership/Qwest Corporation
Interconnection Agreement Amendment
Application** **Case No. PU-2634-01-665**

**TW Wireless, L.L.C./Qwest Corporation
Interconnection Agreement Amendment
Application** **Case No. PU-2522-02-3**

**Sprint Spectrum L.P./Qwest Corporation
Interconnection Agreement Amendment
Application** **Case No. PU-2517-02-4**

**Preferred Carrier Services, Inc./Qwest
Corporation
Interconnection Agreement Amendment
Application** **Case No. PU-2482-02-5**

**Integra Telecom of North Dakota, Inc./Qwest
Corporation
Interconnection Agreement Amendment
Application** **Case No. PU-2463-02-6**

**McLeodUSA Telecommunications Services,
Inc./Qwest Corporation
Interconnection Agreement Amendment
Application** **Case No. PU-2057-02-10**

ORDER

March 13, 2002

On December 31, 2001, Qwest Corporation (Qwest) filed an application for approval of an interconnection agreement negotiated with VarTec Telecom, Inc. of Dallas, Texas (Case No. PU-2632-01-663). This agreement sets forth rates terms and conditions for interconnection of facilities, unbundled network elements, ancillary services and services for resale.

On December 28, 2001, Qwest filed an application for approval of amendments negotiated to interconnection agreements with Cellco Partnership d/b/a Verizon Wireless of Walnut Creek, California (Case No. PU-2634-01-665). These amendments

8 **PU-2482-02-5** Pages: 3

Order approving interconnection
agreements
by Public Service Commission

03/13/2002

CC: Comm Legal Ilona Jerry .

set forth inter-carrier compensation for ISP-bound traffic to reflect the FCC Report and Order in CC Docket 99-68.

On January 3, 2002, Qwest filed applications for approval of amendments negotiated to interconnection agreement with TW Wireless, L.L.C. of Denver, Colorado (Case No. PU-2522-02-3) and Sprint Spectrum, L.P. of Overland Park, Kansas (Case No. PU-2517-02-4). These amendments add provisions to the original agreements relating to Qwest's Single Point of Presence service offering.

On January 3, 2002, Qwest filed an application for approval of an amendment negotiated to its interconnection agreement with Preferred Carrier Services, Inc. of Addison Texas (Case No. PU-2482-02-5). This amendment adds unbundled network element combinations to the original agreement.

Also on January 3, 2002, Qwest filed an application for approval of an amendment negotiated to its interconnection agreement with Integra Telecom of North Dakota, Inc. of Beaverton, Oregon (Case No. PU-2463-02-6). This amendment adds rates, terms and conditions to the original agreement for Enhanced Extended Loop.

On January 7, 2002, Qwest filed an application for approval of an amendment negotiated to its interconnection agreement with McLeodUSA Telecommunications Services, Inc. of Cedar Rapids, Iowa (Case No. PU-2057-02-10). This amendment adds rates, terms and conditions to the original agreement for CLEC-to-CLEC Cross-Connections.

These agreements were filed under Section 252(e) of the Telecommunications Act of 1996 (Act). The Act requires that any agreement adopted by negotiation or arbitration be submitted for approval to the Commission. Under section 252(e)(2)(A), the Commission may only reject an agreement (or portion thereof) adopted by negotiation if it finds that:

1. the agreement (or portion thereof) discriminates against a telecommunications carrier that was not a party to the agreement;
2. the implementation of the agreement (or portion thereof) is not consistent with the public interest, convenience, and necessity.

In addition, the Commission may include in its review state requirements that do not constitute barriers to entry under section 253.

On January 16, 2002, the Commission issued a Notice of Opportunity to File Written Comments, which provided that the Commission would receive comments on the agreements until February 19, 2002. No comments have been received.

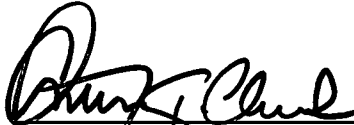
The Commission has reviewed the agreements and does not find them discriminatory against a telecommunications carrier that was not a party to the agreements. The Commission finds that implementation of the agreements is not inconsistent with the public interest, convenience and necessity.

Order

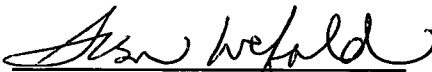
The Commission orders:

1. The captioned interconnection agreements are APPROVED.
2. The Commission retains continuing jurisdiction over the agreements at all times.
3. Notice of any changes to the agreements must be filed promptly with the Commission.
4. The agreements must not be assigned, assumed or otherwise transferred without the approval of the Commission.

PUBLIC SERVICE COMMISSION



Anthony T. Clark
Commissioner



Susan E. Wefald
President



Leo M. Reinbold
Commissioner

APPROVED

DATE: 3-13-02
KME

MOTION

March 13, 2002

Preferred Carrier Services, Inc./
Qwest Corporation
Interconnection Agreement Amendment
Application

Case No. PU-2482-02-5

I move the Commission bill Preferred Carrier Services, Inc. and Qwest Corporation for costs incurred to date in Case No. PU-2482-02-5, Preferred Carrier Services, Inc./Qwest Corporation, Interconnection Agreement Amendment, Application.



Public Service Commission
State of North Dakota

COMMISSIONERS

Susan E. Wefald, President
Leo M. Reinbold
Anthony T. Clark

Executive Secretary
Jon H. Mielke

600 E Boulevard Ave. Dept. 408
Bismarck, North Dakota 58505-0480
web: www.psc.state.nd.us
e-mail: sab@oracle.psc.state.nd.us
TDD 800-366-6888
Fax 701-328-2410
Phone 701-328-2400

March 13, 2002

Alex Valencia
Preferred Carrier Services Inc
14681 Midway Rd Ste 105
Addison TX 75001

Dan Kuntz
PO Box 1695
Bismarck ND 58502-1695

RE: Case No. PU-2482-02-5
Preferred Carrier Services, Inc./Qwest Corporation
Interconnection Agreement Amendment
Application

Enclosed is a copy of the statement approved at the March 13, 2002 Public Service Commission meeting for the expenses incurred to date in Case No. PU-2482-02-5.

Under N.D.C.C. 49-21-01.7, these expenses are billed through the Valuation Fund and must be paid for by the telecommunications company involved.

Please make your check payable to the *Public Service Commission*.

Sincerely,

A handwritten signature in black ink, appearing to read "Gloria Geiger".

Gloria Geiger
Admin Staff Officer
701-328-2401

Enc.

c: Scott Macintosh
Qwest Corporation
PO Box 5508
Bismarck ND 58502-5508

Director - Interconnection Compliance
Qwest Corporation
1801 California St Rm 2410
Denver CO 80202

Billing Statement

March 13, 2002

Preferred Carrier Services, Inc./
Qwest Corporation
Interconnection Agreement Amendment
Application

Case No. PU-2482-02-5

Bill To:

Preferred Carrier Services, Inc.....	\$56.54
Qwest Corporation	\$56.53

Expenses Incurred to Date:

Advertising Costs	\$113.07
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Send Payment and a Copy of this Statement To:

Public Service Commission
600 E Boulevard Ave Dept 408
Bismarck ND 58505-0480

Federal Tax ID 45-0309764

Affidavit of Publication

State of North Dakota)

County of Burleigh)

Laurie Thiel

, being duly sworn, state as follows:

1. I am the designated agent, under the provisions and for the purposes of, Section 31-04-06, NDCC, for the newspapers listed on the attached exhibits.
2. The newspapers listed on the exhibits published the advertisement of:
Var Tec. Telecom, 1 time(s)
as required by law or ordinance.
3. All of the listed newspapers are legal newspapers in the State of North Dakota and, under the provisions of Section 46-05-01, NDCC, are qualified to publish any public notice or any matter required by law or ordinance to be printed or published in a newspaper in North Dakota.

Signed:

Laurie Thiel

Subscribed and sworn to before me this 29th day of January A.D. 2007

Laurie Schaffer

7 **PU-2634-01-665** Pages: 1
Affidavit of Publication
by North Dakota Advertising Service, Inc.
02/11/2002 CC: Comm Legal Ilona Jerry

8 **PU-2522-02-3** Pages: 1
Affidavit of Publication
by North Dakota Advertising Service, Inc.
02/11/2002 CC: Comm Legal Ilona Jerry

6 **PU-2517-02-4** Pages: 1
Affidavit of Publication
by North Dakota Advertising Service, Inc.
02/11/2002 CC: Comm Legal Ilona Jerry

7 **PU-2632-01-663** Pages: 1
Affidavit of Publication
by North Dakota Advertising Service, Inc.
02/11/2002 CC: Comm Legal Ilona Jerry

6 **PU-2482-02-5** Pages: 1
Affidavit of Publication
by North Dakota Advertising Service, Inc.
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6 **PU-2463-02-6** Pages: 1
Affidavit of Publication
by North Dakota Advertising Service, Inc.
02/11/2002 CC: Comm Legal Ilona Jerry

6 **PU-2057-02-10** Pages: 1
Affidavit of Publication
by North Dakota Advertising Service, Inc.
02/11/2002 CC: Comm Legal Ilona Jerry

North Dakota Advertising Service, Inc.

1435 Interstate Loop • Bismarck, ND 58501-0567 • PHONE (701) 223-6397 • FAX (701) 223-8185 • www.ndna.com

INVOICE

Date: 02/05/2002

Page: 1

To:

JON H. MIELKE
PUBLIC SERVICE COMMISSION
STATE CAPITOL
BISMARCK ND 58505

FEB 11

Client: Public Service Commission

Order: 02014PP1

Newspaper	Date	Inches	Page#	Rate	Amount
Bismarck Tribune	VarTec Tel 01/22/2002	1.00	[Special]	75.64	75.64
Devils Lake Daily Journal	VarTec Tel 01/22/2002	1.00	[Special]	72.96	72.96
Dickinson Press	VarTec Tel 01/23/2002	1.00	[Special]	76.96	76.96
Fargo, The Forum	VarTec Tel 01/28/2002	1.00	[Special]	86.87	86.87
Grand Forks Herald	VarTec Tel 01/22/2002	1.00	[Special]	75.03	75.03
Jamestown Sun	VarTec Tel 01/22/2002	1.00	[Special]	76.50	76.50
Minot Daily News	VarTec Tel 01/22/2002	198.00	SPR2	0.42	83.16
Valley City Times-Record	VarTec Tel 01/22/2002	1.00	[Special]	76.96	76.96
Wahpeton Daily News	VarTec Tel 01/23/2002	1.00	[Special]	76.96	76.96
Williston Herald	VarTec Tel 01/22/2002	1.00	[Special]	90.42	90.42

7 **PU-2632-01-663** Pages: 1 *** ADVERTISING TOTAL 791.46

Affidavit of Publication

*** TOTAL DUE 791.46

by North Dakota Advertising Service, Inc.

02/11/2002

CC: Comm Legal Ilona Jerry .

7 **PU-2634-01-665** Pages: 1

Affidavit of Publication

by North Dakota Advertising Service, Inc.

02/11/2002

CC: Comm Legal Ilona Jerry .

6 **PU-2482-02-5** Pages: 1

Affidavit of Publication

by North Dakota Advertising Service, Inc.

02/11/2002

CC: Comm Legal Ilona Jerry .

8 **PU-2522-02-3** Pages: 1

Affidavit of Publication

by North Dakota Advertising Service, Inc.

02/11/2002

CC: Comm Legal Ilona Jerry .

6 **PU-2463-02-6** Pages: 1

Affidavit of Publication

by North Dakota Advertising Service, Inc.

02/11/2002

CC: Comm Legal Ilona Jerry .

6 **PU-2517-02-4** Pages: 1

Affidavit of Publication

by North Dakota Advertising Service, Inc.

02/11/2002

CC: Comm Legal Ilona Jerry .

6 **PU-2057-02-10** Pages: 1

Affidavit of Publication

by North Dakota Advertising Service, Inc.

02/11/2002

CC: Comm Legal Ilona Jerry .

This invoice is due and payable upon receipt. Unpaid items over 30 days from invoice date are subject to a finance charge. The finance charge is computed by a periodic rate of 1 3/4 percent per month (or a minimum charge of 50 cents for balances of under \$50), which is an annual percentage rate of 21 percent. Total unpaid balance may be paid at any time.

Please pay from this invoice — No statement will be sent. Return duplicate with remittance to North Dakota Advertising Service, Inc.

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

VarTec Telecom, Inc./Qwest Corporation Interconnection Agreement Application	Case No. PU-2632-01-663
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AFFIDAVIT OF SERVICE BY CERTIFIED MAIL AND ORDINARY MAIL

STATE OF NORTH DAKOTA
COUNTY OF BURLEIGH

Sharon Helbling deposes and says that:

she is over the age of 18 years and not a party to this action and, on the **17th day of January, 2002**, she deposited in the United States Mail, Bismarck, North Dakota **eight** envelopes with certified postage, return receipt requested, fully prepaid, securely sealed and each containing a photocopy of:

Notice of Opportunity to File Written Comments

The envelopes were addressed as follows:

5 **PU-2482-02-5** Pages: 4

Affidavits of Service

by Public Service Commission

01/17/2002

CC: Comm Legal Ilona Jerry

David Young
VarTec Telecom, Inc.
1600 Viceroy
Dallas TX 75235
Cert. No. 7099 3220 0002 8483 1198

Mike Felicissimo
TW Wireless L L C
1860 Lincoln St 14th Fl
Denver CO 80202
Cert. No. 7099 3220 0002 8483 1211

Alex Valencia
Preferred Carrier Services Inc
14681 Midway Rd Ste 105
Addison TX 75001
Cert. No. 7099 3220 0002 8483 1235

Lauraine Harding
McLeodUSA
6400 C St SW
Cedar Rapids IA 52406-3177
Cert. No. 7099 3220 0002 8483 1259

Dan Kuntz
P O Box 1695
Bismarck ND 58502-1695
Cert. No. 7099 3220 0002 8483 1204

Sprint PCS
Legal Regulatory Dept
6160 Sprint Pkwy Bldg 9
Mail Stop: KSOPH10414
Overland Park KS 66251
Cert. No. 7099 3220 0002 8483 1228

Karen Johnson
Integra Telecom of North Dakota Inc
19545 NW VonNeumann Dr Ste 200
Beaverton OR 97006-6902
Cert. No. 7099 3220 0002 8483 1242

Mary Bacigalupi
Cellular Partnership
2775 Mitchell Dr MS 7-1
Walnut Creek CA 94598
Cert. No. 7099 3220 0002 8483 1266

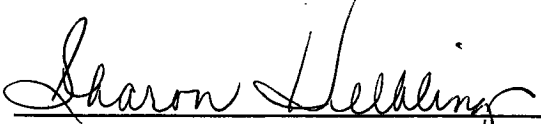
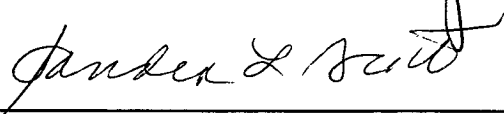
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Scott Macintosh
Qwest Corporation
P O Box 5508
Bismarck ND 58502-5508

Dir-Interconnection Compliance
Qwest Corporation
1801 California St Rm 2410
Denver CO 80202

Each address shown is the respective addressee's last reasonably ascertainable post office address.

Subscribed and sworn to before me
this **17th day of January, 2002**.



Notary Public

SEAL

SANDRA L. SCOTT
Notary Public, STATE OF NORTH DAKOTA
My Commission Expires JUNE 11, 2004

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

VarTec Telecom, Inc./Qwest Corporation Interconnection Agreement Amendment Application	Case No. PU-2632-01-663
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STATE OF NORTH DAKOTA
COUNTY OF BURLEIGH

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See Attached List

Each address shown is the respective addressee's last reasonably ascertainable post office address.

Sharon Helbling

Subscribed and sworn to before me
this **17th day of January, 2002.**

Sandra L. Scott

Notary Public

SEAL



mannawiz@pacbell.net
Larry Manna
Compuwiz
1012 Industrial Blvd
South Lake Tahoe CA 96150

wbrudvik@of t adlaw.com
William B. d vik

ruth.holder@teligent.com
Ruth Holder

donlee@martin-associates.com
Don Lee

jlchapman@acomminc.com
Jerry Chapman
Acomm Inc
510 1st Ave N Ste 203
Minneapolis MN 55403-0343

Advanced Telcom Inc
110 Stony Point Rd Ste 200
Santa Rosa CA 95401

jbrowne@lga.att.com
Janet Browne
AT&T
1875 Lawrence St 14th Fl
Denver CO 80202

smassey@bepec.com
Sheryl Massey
Basin Electric Power Coop
1717 E Interstate Ave
Bismarck ND 58501-0564

jtmgr@bektel.com
Jerome Tishmack
BEK Communications Cooperative
PO Box 230
Steele ND 58482-0230

jtmgr@bektel.com
Jerome Tishmack
BEK Communications I Inc
PO Box 230
Steele ND 58482-0230

C12 Inc
200 Galleria Pkwy Ste 1200
Atlanta GA 30339

laurie.sims@connect.com
Laurie Sims
CCCND Inc
124 W Capitol Ave Ste 250
Little Rock AR 72201

Citizens Telecomm Co of Minnesota
3 High Ridge Park
Stamford CT 06905

Citizens Telecomm Co of ND
3 High Ridge Pk
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Helbling, Sharon D.

From: Helbling, Sharon D.
Sent: Thursday, January 17, 2002 8:05 AM
To: ndna (E-mail)
Subject: Notice of Opportunity for Hearing & Notice of Opportunity to File Written Comments

**Colleen
North Dakota Newspaper Association**

Colleen,

Please have the attached Notices published as legal publications in the next issue of the ten North Dakota daily newspapers, run them as "News Item Only" articles as well, and send the bill to the Public Service Commission along with a tear sheet for billing purposes.

If you have any questions, call me at 328-4076.

Thank you.

**Sharon Helbling
Public Utilities Division**



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MOTION

APPROVED

DATE: 1-16-02
KME

January 16, 2002

**VarTec Telecom, Inc./Qwest Corporation
Interconnection Agreement
Application**

Case No. PU-2632-01-663

**Cellco Partnership./Qwest Corporation
Interconnection Agreement
Application**

Case No. PU-2634-01-665

**TW Wireless, L.L.C./Qwest Corporation
Interconnection Agreement Amendment
Application**

Case No. PU-2522-02-3

**Sprint Spectrum L.P./Qwest Corporation
Interconnection Agreement Amendment
Application**

Case No. PU-2517-02-4

**Preferred Carrier Services, Inc./Qwest
Corporation
Interconnection Agreement Amendment
Application**

Case No. PU-2482-02-5

**Integra Telecom of North Dakota, Inc./Qwest
Corporation
Interconnection Agreement Amendment
Application**

Case No. PU-2463-02-6

**McLeodUSA Telecommunications Services,
Inc./Qwest Corporation
Interconnection Agreement Amendment
Application**

Case No. PU-2057-02-10

I move the Commission issue a Notice of Opportunity to File Written Comments in the captioned applications of Qwest Corporation for approval of interconnection agreements.

JRL/sdh

3

PU-2482-02-5

Pages: 1

Motion

by Public Service Commission

01/16/2002

CC: Comm Legal Ilona Jerry .

**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

**VarTecTelecom, Inc./Qwest Corporation
Interconnection Agreement
Application** **Case No. PU-2632-01-663**

**Cellco Partnership/Qwest Corporation
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Application** **Case No. PU-2517-02-4**

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Corporation
Interconnection Agreement Amendment
Application** **Case No. PU-2463-02-6**

**McLeodUSA Telecommunications Services,
Inc./Qwest Corporation
Interconnection Agreement Amendment
Application** **Case No. PU-2057-02-10**

NOTICE OF OPPORTUNITY TO FILE WRITTEN COMMENTS

January 16, 2002

On December 31, 2001, in Case No. PU-2632-01-663, Qwest Corporation (Qwest) filed an application for approval of an interconnection agreement negotiated with VarTec Telecom, Inc. of Dallas, Texas. This amendment sets forth rates terms and conditions for interconnection of facilities, unbundled network elements, ancillary services and services for resale.

On December 28, 2001, in Case No. PU-2634-01-665, Qwest filed an application for approval of amendments negotiated to interconnection agreements with Cellco Partnership d/b/a Verizon Wireless of Walnut Creek, California. These amendments set forth intercarrier compensation for ISP-bound traffic to reflect the FCC Report and Order in CC Docket 99-68.

2 **PU-2482-02-5** Pages: 2

Notice of Opportunity to File Written
Comments
by Public Service Commission

01/16/2002

CC: Comm Legal Ilona Jerry

On January 3, 2002, Qwest filed applications for approval of amendments negotiated to interconnection agreement with TW Wireless, L.L.C. of Denver, Colorado (Case No. PU-2522-02-3) and Sprint Spectrum, L.P. of Overland Park, Kansas (Case No. PU-2517-02-4). These amendments add provisions to the original agreements relating to Qwest's Single Point of Presence service offering.

On January 3, 2002, in Case No. PU-2482-02-5, Qwest filed an application for approval of an amendment negotiated to its interconnection agreement with Preferred Carrier Services, Inc. of Addison Texas. This amendment adds unbundled network element combinations to the original agreement.

Also on January 3, 2002, in Case No. PU-2463-02-6, Qwest filed an application for approval of an amendment negotiated to its interconnection agreement with Integra Telecom of North Dakota, Inc. of Beaverton, Oregon. This amendment adds rates, terms and conditions to the original agreement for Enhanced Extended Loop.

On January 7, 2002, in Case No. PU-2057-02-10, Qwest filed an application for approval of an amendment negotiated to its interconnection agreement with McLeodUSA Telecommunications Services, Inc. of Cedar Rapids, Iowa. This amendment adds rates, terms and conditions to the original agreement for CLEC-to-CLEC Cross-Connections.

These agreements were filed under Section 252(e) of the Telecommunications Act of 1996 (Act). The Act requires that any agreement adopted by negotiation or arbitration be submitted for approval to the Commission. Under section 252(e)(2)(A), the Commission may only reject an agreement (or portion thereof) adopted by negotiation if it finds that:

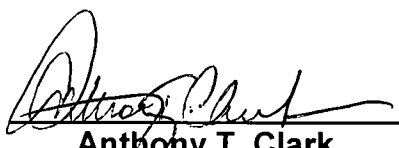
1. the agreement (or portion thereof) discriminates against a telecommunications carrier that was not a party to the agreement;
2. the implementation of the agreement (or portion thereof) is not consistent with the public interest, convenience, and necessity.

In addition, the Commission may include in its review state requirements that do not constitute barriers to entry under section 253. Section 252(e)(4) requires that the Commission must act to approve or reject an agreement adopted by negotiation within ninety (90) days after submission by the parties.

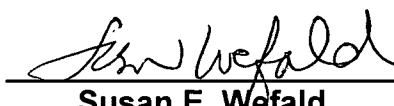
The Commission will receive written comments on these agreements until February 19, 2002.

For more information contact the Public Service Commission, State Capitol, Bismarck, North Dakota 58505, 701-328-2400; or Relay North Dakota 1-800-366-6888 TTY. If you require any auxiliary aids or services, such as readers, signers, or Braille materials please notify Jon Mielke, Executive Secretary.

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Commissioner



Susan E. Wefald
President



Leo M. Reinbold
Commissioner

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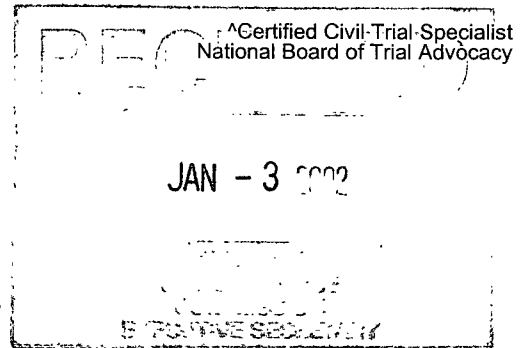
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Also licensed in
Minnesota *
Montana/Illinois **

January 3, 2002



Mr. Jon Mielke
Executive Secretary
ND Public Service Commission
State Capitol -- 12th Floor
Bismarck, ND 58505-0480

Re: Amendment to Interconnection Agreement between Qwest Corporation and Preferred Carrier Services, Inc.

Dear Mr. Mielke:

Enclosed for filing are the original and seven copies of an Amendment to the Interconnection Agreement between Preferred Carrier Services, Inc. and Qwest Corporation that was approved by the Commission on November 7, 2001 in Case No. PU-2482-01-459. The Amendment adds terms and conditions for unbundled network element combinations. The contact person for Preferred Carrier Services, Inc. is Alex Valencia, Regulatory Counsel, 14681 Midway Road, Suite 105, Addison, TX 75001. Mr. Valencia's telephone number is 972-503-3388.

Also enclosed is an extra copy of this letter. Please date stamp the extra copy and return it to me in the enclosed self-addressed stamped envelope.

Please contact me if you have any questions regarding this filing.

Sincerely,

Daniel S. Kuntz

Enclosures

c: Scott Macintosh w/enc.
Debra Hartl wo/enc.
Alex Valencia wo/enc.

1

PU-2482-02-5

Pages: 32

Interconnection Agreement Amendment
by Preferred Carrier Services, Inc./Qwest Corporation
01/03/2002 CC: Comm Legal Iliona Jerry .

**AMENDMENT TO
INTERCONNECTION AGREEMENT
[ADDITION OF UNBUNDLED NETWORK ELEMENTS COMBINATIONS]
BETWEEN
QWEST CORPORATION
AND
PREFERRED CARRIER SERVICES, INC.
FOR THE STATE OF NORTH DAKOTA**

JAN - 3 2001

REGISTRATION STATE

This Amendment ("Amendment") is made and entered into by and between Qwest Corporation ("Qwest") and Preferred Carrier Services, Inc., ("CLEC"). Qwest and CLEC shall be known as the "Parties".

RECITALS

CLEC and Qwest entered into an Interconnection Agreement ("Agreement") that was executed by the Parties and is currently pending before the North Dakota Public Service Commission; and

CLEC and Qwest desire 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 to include the addition of Unbundled Network Elements Combinations as set forth in Attachment 1 and Exhibits A, B and C to this Amendment, attached hereto and incorporated herein by this reference.

Effective Date

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

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both Parties.

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

Preferred Carrier Services, Inc.



Authorized Signature

Steve Jamieson

Printed Name

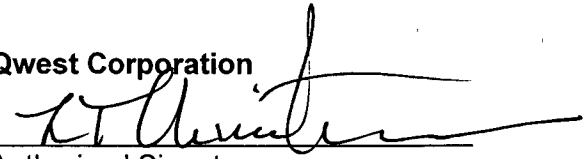
CEO

Title

9-24-01

Date

Qwest Corporation



Authorized Signature

L. T. Christensen

Printed Name

Director – Business Policy

Title

9/26/01

Date

ATTACHMENT 1

1.0 Unbundled Network Elements Combinations (UNE Combinations)

1.1 General Terms

1.1.1 Qwest shall provide CLEC with non-discriminatory access to combinations of unbundled network elements including but not limited to the UNE-Platform (UNE-P) and Enhanced Extended Loop (EEL), according to the following terms and conditions.

1.1.2 Qwest will offer to CLEC UNE Combinations, on rates, terms and conditions that are just, reasonable and non-discriminatory in accordance with the terms and conditions of this Amendment and the requirements of Section 251 and Section 252 of the Act, the applicable FCC rules, and other applicable laws. The methods of access to UNE Combinations described in this section are not exclusive. Qwest will make available any other form of access requested by CLEC that is consistent with the Act and the regulations thereunder. CLEC shall be entitled to access to all combinations functionality as provided in FCC rules and other applicable laws. Qwest shall not require CLEC to access any UNE combinations in conjunction with any other service or element unless specified in this Amendment or as required for technical feasibility reasons. Qwest shall not place any use restrictions or other limiting conditions on UNE combination(s) accessed by CLEC except as specified in this Amendment or required by Existing Rules.

1.1.2.1 Changes in law, regulations or other "Existing Rules" relating to UNEs and UNE Combinations, including additions and deletions of elements Qwest is required to unbundle and/or provide in a UNE Combination, shall be incorporated via an Amendment. CLEC and Qwest agree that the UNEs identified in this Amendment are not exclusive and that pursuant to changes in FCC rules, state laws, or the Bona Fide Request process, CLEC may identify and request that Qwest furnish additional or revised UNEs to the extent required under Section 251(c)(3) of the Act and other applicable laws. Failure to list a UNE herein shall not constitute a waiver by CLEC to obtain a UNE subsequently defined by the FCC or the state Commission

1.1.2.2 In addition to the UNE combinations provided by Qwest to CLEC hereunder, Qwest shall permit CLEC to combine any UNE provided by Qwest with another UNE provided by Qwest or with compatible network components provided by CLEC or provided by third parties to CLEC in order to Telecommunications Services. UNE Combinations will not be directly connected to a Qwest Finished Service, whether found in a Tariff or otherwise, without going through a Collocation, unless otherwise agreed to by the parties. Notwithstanding the foregoing, CLEC can connect its UNE Combination to Qwest's Directory Assistance and Operator Services platforms.

1.1.3 When ordered as combinations of UNEs, network elements that are currently combined and ordered together will not be physically disconnected or

separated in any fashion except for technical reasons or if requested by CLEC. Network elements to be provisioned together shall be identified and ordered by CLEC as such. When CLEC orders in combination UNEs that are currently interconnected and functional, such UNEs shall remain interconnected or combined as a working service without any disconnection or disruption of functionality.

1.1.4 When ordered in combination, Qwest will combine for CLEC UNEs that are ordinarily combined in Qwest's network, provided that facilities are available.

1.1.5 When ordered in combination, Qwest will combine for CLEC UNEs that are not ordinarily combined in Qwest's network, provided that facilities are available and such combination:

1.1.5.1 Is technically feasible;

1.1.5.2 Would not impair the ability of other carriers to obtain access to UNEs or to interconnect with Qwest's network; and

1.1.5.3 Would not impair Qwest's use of its network.

1.1.6 When ordered in combination, Qwest will combine CLEC UNEs with Qwest UNEs, provided that facilities are available and such combination:

1.1.6.1 Is technically feasible;

1.1.6.2 Shall be performed in a manner that provides Qwest access to necessary facilities;

1.1.6.3 Would not impair the ability of other carriers to obtain access to UNEs or to interconnect with Qwest's network; and

1.1.6.4 Would not impair Qwest's use of its network.

1.2 Description

UNE Combinations are available in, but not limited to, the following standard products: a) UNE-P in the following form: (i) 1FR/1FB Plain Old Telephone Service (POTS), (ii) ISDN – either Basic Rate or Primary Rate, (iii) Digital Switched Service (DSS), (iv) PBX Trunks, and (v) Centrex; b) EEL (subject to the limitations set forth below). If CLEC desires access to a different UNE Combination, CLEC may request access through the Special Request Process as set forth in Exhibit B. Qwest will provision UNE combinations pursuant to the terms of this Amendment. If Qwest develops additional UNE combination products, CLEC can order such products without using the Special Request Process, but CLEC may need to submit a CLEC questionnaire amendment before ordering such products.

1.3 Terms and Conditions

1.3.1 Qwest shall provide non-discriminatory access to UNE Combinations on rates, terms and conditions that are non-discriminatory, just and reasonable. The

quality of a UNE Combination Qwest provides, as well as the access provided to that UNE Combination, will be equal between all carriers requesting access to that UNE Combination; and, where technically feasible, the access and UNE Combination provided by Qwest will be provided in "substantially the same time and manner" to that which Qwest provides to itself. In those situations where Qwest does not provide access to UNE Combinations itself, Qwest will provide access in a manner that provides CLEC with a meaningful opportunity to compete.

1.3.2 "UNE-P-POTS": 1FR/1FB lines are available to CLEC as a UNE Combination. UNE-P POTS is comprised of the following unbundled network elements: Analog - 2 wire voice grade loop, Analog Line Side Port and Shared Transport. All the Vertical Switch Features that are technically feasible for POTS are available with UNE-P-POTS. For complete descriptions please refer to the appropriate unbundled network elements in this Amendment.

1.3.3 "UNE-P-PBX": PBX Trunks are available to CLEC as a UNE Combination. There are two types of UNE-P-PBX: Analog Trunks and Direct Inward Dialing (DID) Trunks. UNE-P-PBX is comprised of the following unbundled network elements: 2/4 Wire Analog Loop, Analog/DID Trunks, and Shared Transport. All the Vertical Switch Features that are technically feasible for Analog and DID PBX Trunks are available with UNE-P-PBX. For complete descriptions please refer to the appropriate unbundled network elements in this Amendment.

1.3.4 "UNE-P-DSS": Digital Switched Service (DSS) is available to CLEC as a UNE Combination. UNE-P-DSS is comprised of the following unbundled network elements: DS1 Capable Loop, Digital Line-Side Port and Shared Transport. All the Vertical Switch Features that are technically feasible for Digital Switched Service are available with UNE-P-DSS. For complete descriptions please refer to the appropriate unbundled network elements in this Amendment.

1.3.5 "UNE-P-ISDN": ISDN lines are available to CLEC as a UNE Combination. All the Vertical Switch Features that are technically feasible for ISDN are available with UNE-P-ISDN. There are two types of UNE-P-ISDN:

1.3.5.1 Basic rate (UNE-P-ISDN-BRI) is comprised of the following unbundled network elements: Basic ISDN Capable Loop, BRI Line Side Port and Shared Transport; and

1.3.5.2 Primary rate (UNE-P-ISDN-PRI) – UNE-P-ISDN-PRI is comprised of the following unbundled network elements: Basic ISDN Capable Loop, Digital Line Side Port and Shared Transport.

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

1.3.6 UNE-P-Centrex: – Centrex Service is available to CLEC as a UNE Combination. Centrex is comprised of the following unbundled network elements: Analog - 2 wire voice grade Loop, Analog Line Side Port, and Shared Transport. All the Vertical Switch Features that are technically feasible for

Centrex service are available with UNE-P-Centrex.

1.3.6.1 CLEC may also request a service change from Centrex 21, Centrex Plus or Centron service to UNE-P-POTS. The UNE-P-POTS line will contain the UNEs established in Section 1.3.2 of this Amendment.

1.3.6.2 Qwest will provide access to Customer Management System (CMS) with UNE-P-Centrex.

1.3.7 Enhanced Extended Loop (EEL) -- EEL is a combination of Loop and dedicated interoffice transport and may also include multiplexing or concentration capabilities. EEL transport and Loop facilities may utilize DS0 through OC-192 or other existing bandwidths. DS0, DS1 and DS3 bandwidths are defined products. In addition, other existing bandwidths can be ordered through the Special Request Process set forth in Exhibit B. Qwest has two EEL options: "EEL-Conversion" (EEL-C) and "EEL-Provision" (EEL-P).

1.3.7.1 Unless CLEC is specifically granted a waiver from the FCC which provides otherwise, and the terms and conditions of the FCC waiver apply to CLEC's request for a particular EEL, CLEC cannot utilize combinations of unbundled network elements that include Unbundled Loop and unbundled interoffice dedicated transport to create a UNE Combination unless CLEC establishes to Qwest that it is using the combination of network elements to provide a significant amount of local exchange traffic to a particular end-user customer. The significant amount of local use requirement does not apply to combinations of Loop and multiplexing when the high side of the multiplexer is connected via an ITP to CLEC Collocation.

1.3.7.2 To establish that an EEL is carrying a "Significant Amount of Local Exchange Traffic," one of the following three (3) local service options must exist:

1.3.7.2.1 Option 1: CLEC must certify to Qwest that it is the exclusive provider of an end user customer's local exchange service and that the Loop transport combination originates at a customer's premises and that it terminates at CLEC's Collocation arrangement in at least one Qwest central office. This condition, or option, does not allow Loop-transport combinations to be connected to Qwest's Tariffed services.

1.3.7.2.2 Option 2: CLEC must certify that it provides local exchange and exchange access service to the end user customer's premises and handles at least one-third (1/3) of the end user customer's local traffic measured as a percent of total end user customer local dial tone lines; and for DS1 level circuits and above, at least fifty percent (50%) of the activated channels on the Loop portion of the Loop and transport combination have at least five percent (5%) local voice traffic individually; and the entire Loop facility has at least ten percent (10%) local voice traffic; and the Loop/transport combination originates at a

customer's premises and terminates at CLEC's Collocation arrangement in at least one Qwest central office; and if a Loop/transport combination includes multiplexing, each of the multiplexed facilities must meet the above criteria outlined in this paragraph. (For example, if DS1 loops are multiplexed onto DS3 transport, each of the individual DS1 facilities must meet the criteria outlined in this paragraph in order for the DS1/DS3 Loop/transport combination to qualify for UNE treatment). This condition, or option, does not allow Loop-transport combinations to be connected to Qwest's Tariffed services.

1.3.7.2.3 Option 3: CLEC must certify that at least fifty percent (50%) of the activated channels on a circuit are used to provide originating and terminating local dial tone service and at least fifty percent (50%) of the traffic on each of these local dial tone channels is local voice traffic; and the entire Loop facility has at least thirty-three percent (33%) local voice traffic; and if a Loop/transport combination includes multiplexing, each of the multiplexed facilities must meet the above criteria. For example, if DS1 loops are multiplexed onto DS3 transport, each of the individual DS1 facilities must meet the criteria as outlined in this paragraph in order for the DS1/DS3 Loop/transport combination to qualify for UNE treatment. This condition, or option, does not allow Loop-transport combinations to be connected to Qwest's Tariffed services. Under this option, Collocation is not required. Under this option, CLEC does not need to provide a defined portion of the end user customer's local service, but the active channels on any Loop-transport combinations, and the entire facility, must carry the amount of local exchange traffic specified in this option.

1.3.7.2.4 When CLEC certifies to Qwest through a certification letter, or other mutually agreed upon solution, that the combination of elements is carrying a "Significant Amount of Local Exchange" Traffic, then Qwest will provision the EEL or convert the Special Access circuit to an EEL-C. For each EEL or Special Access circuit, CLEC shall indicate in the certification letter under which local usage option, set forth in paragraph 1.3.7.2.1, 1.3.7.2.2 or 1.3.3.7.2.3, it seeks to qualify the circuit.

1.3.7.2.5 CLEC's local service certification shall remain valid only so long as CLEC continues to satisfy one (1) of the three (3) options set forth in Section 1.3.7.2 of this Amendment. CLEC must provide a service order converting the EEL to Private Line/Special Access Circuit to Qwest within thirty (30) days if CLEC's certification on a given circuit is no longer valid.

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

- a) Qwest may, upon thirty (30) days written notice to a CLEC that has purchased Loop/transport combinations as UNEs, conduct an audit to ascertain whether those Loop/transport combinations were eligible for UNE treatment at the time of conversion and on an ongoing basis thereafter.
- b) CLEC shall make reasonable efforts to cooperate with any audit by Qwest and shall provide Qwest with relevant records (e.g., network and circuit configuration data, local telephone numbers) which demonstrate that CLEC's Unbundled Loop transport combination is configured to provide local exchange service in accordance with its certification.
- c) An independent auditor hired and paid for by Qwest shall perform any audits, provided, however, that if an audit reveals that CLEC's EEL circuit(s) do not meet or have not met the certification requirements, then CLEC shall reimburse Qwest for the cost of the audit.
- d) An audit shall be performed using industry audit standards during normal business hours, unless there is a mutual agreement otherwise.
- e) Qwest shall not exercise its audit rights with respect to a particular CLEC (excluding affiliates), more than once in any calendar year, unless an audit finds non-compliance. If an audit does find non-compliance, Qwest shall not exercise its audit rights for 60 days following that audit, and if any subsequent audit does not find non-compliance, then Qwest shall not exercise its audit rights for the remainder of the calendar year.
- f) At the same time that Qwest provides notice of an audit to CLEC under this paragraph, Qwest shall send a copy of the notice to the Federal Communications Commission.
- g) Audits conducted by Qwest for the purpose of determining compliance with certification criteria shall not effect or in any way limit any audit rights that Qwest may have pursuant to an Interconnection agreement between CLEC and Qwest.
- h) Qwest shall not use any other audit rights it may have pursuant to an Interconnection agreement between CLEC and Qwest to audit for compliance with the local exchange traffic requirements of Section 1.3.7.2. Qwest shall not require an audit as a prior prerequisite to

provisioning EELs.

i) CLEC shall maintain appropriate records to support its certification. However, CLEC has no obligation to keep any records that it does not keep in the ordinary course of its business.

1.3.7.2.7 Qwest will not provision EEL or convert Private Line/Special Access to an EEL if Qwest records indicate that the Private Line/Special Access is or the EEL will be connected directly to a Tariffed service or if, in options 1 and 2 above, the EEL would not terminate at CLEC's Collocation arrangement in at least one Qwest central office.

1.3.7.2.8 If an audit demonstrates that an EEL does not meet the local use requirements of Section 1.3.7.2 on average for two (2) consecutive months for which data is available, then the EEL shall be converted to special access or private line rates within thirty (30) days.

1.3.7.2.9 If CLEC learns for any reason that an EEL does not meet the local use requirements of Section 1.3.7.2, then the EEL shall be converted to special access or private line rates within thirty 30 days. CLEC has no ongoing duty to monitor EELs to verify that they continue to satisfy the local use requirements of Section 1.3.7.2, except that if any service order activity occurs relating to an EEL, then CLEC must verify that the EEL continues to satisfy the local use requirements of Section 1.3.7.2. Any disputes regarding whether an EEL meets the local use requirements shall be handled pursuant to the dispute resolution provisions of the Agreement. While a dispute is pending resolution, the status quo will be maintained and the EEL will not be converted to special access or private line rates

1.3.7.2.10 No private line or other Unbundled Loop shall be available for conversion into an EEL or be combined with other elements to create an EEL if it utilizes shared use billing, commonly referred to as ratcheting. Any change to a private line or other Unbundled Loop including changes to eliminate shared use billing for any or all circuits, prior to conversion of those circuits to EEL shall be conducted pursuant to the processes, procedures, and terms pursuant to which such private line or Loop was provisioned. Any appropriate charges from such processes, procedures, and terms shall apply (sometimes referred to as "grooming charges").

1.3.7.2.11 EEL-C is the conversion of an existing Private Line/Special Access service to a combination of Loop and transport UNEs. Retail and/or resale private line circuits (including multiplexing and concentration) may be converted to EEL-C if the conversion is technically feasible and they meet the terms of this

Section 1.3.7. Qwest will make EEL-Conversion Combinations available to CLEC upon request. Qwest will provide CLEC with access to EEL-Conversion Combinations according to the standard intervals set forth in Exhibit C.

1.3.7.2.11.1 CLEC must utilize EEL-C to provide a significant amount of Local exchange service in accordance with the three options listed under Section 1.3.7.2.

1.3.7.2.12 EEL-P – EEL-P is a combination of Loop and dedicated interoffice transport used for the purpose of connecting an end-user customer to a CLEC switch. EEL-P is a new installation of circuits for the purpose of CLEC providing services to end user customers.

1.3.7.2.12.1 Terms and Conditions

1.3.7.2.12.2 CLEC must utilize EEL-P to provide a significant amount of local exchange service to each end user customer served in accordance with the three options listed under Section 1.3.7.2.

1.3.7.2.12.3 One end of the interoffice facility must originate at a CLEC Collocation in a Wire Center other than the Serving Wire Center of the Loop.

1.3.7.2.12.4 EEL combinations may consist of loops and interoffice transport of the same bandwidth (Point-to-Point EEL). When multiplexing is requested, EEL may consist of loops and interoffice transport of different bandwidths (Multiplexed EEL). CLEC may also order combinations of interoffice transport, concentration capability and DS0 loops.

1.3.7.2.12.5 When concentration capability is requested, CLEC will purchase the appropriate concentration equipment and provide it to Qwest for installation in the Wire Center.

1.3.7.2.12.6 Installation intervals are set forth in Exhibit C and are equivalent to the respective Private Line Transport Service on the following website address:
<http://www.uswest.com/carrier/guides/sig/index.html>.

1.3.7.2.12.7 Concentration capability installation intervals will be offered at an ICB.

1.3.7.2.12.8 EEL-P is available only where existing facilities are available.

1.3.8 Ordering

1.3.8.1 Reserved for Future Use

1.3.8.2 CLEC will submit EEL orders using the LSR process.

1.3.8.3 Qwest will install the appropriate Channel Card based on the DS0 EEL Link LSR order and apply the charges.

1.3.8.4 Requests for Concentration will be submitted using the Virtual Collocation process. Virtual Collocation intervals will be adhered to.

1.3.8.5 One LSR is required when CLEC orders Point-to-Point EEL. Multiplexed EEL, EEL Transport and EEL Links must be ordered on separate LSRs.

1.3.9 Rate Elements

1.3.9.1 EEL Link. The EEL Link is the Loop connection between the end user customer premises and the serving Wire Center. EEL Link is available in DS0, DS1 and DS3 and higher bandwidths as they become available. Recurring and non-recurring charges apply.

1.3.9.2 EEL Transport. EEL Transport consists of the dedicated interoffice facilities between Qwest Wire Centers. EEL Transport is available in DS0, DS1, DS3, OC3, OC12 and higher bandwidths as they become available. Recurring and non-recurring charges apply.

1.3.9.3 EEL Multiplexing. EEL Multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. All other multiplexing arrangements will be ICB. EEL Multiplexing is ordered with EEL Transport. Recurring and non-recurring charges apply.

1.3.9.4 DS0 Low Side Channelization and DS0 MUX Low Side Channelization. EEL DS0 Channel Cards are required for each DS0 EEL Link connected to a 1/0 EEL Multiplexer. Channel Cards are available for analog Loop Start, Ground Start, Reverse Battery and No Signaling.

1.3.9.5 Concentration Capability. Concentration Capability rates will be provided as an ICB. Cost recovery includes, but is not limited to, space preparation and space lease, equipment installation, cabling and associated terminations and structure installation, personnel training (if required) and delivery of required power. Recurring and non-recurring charges apply.

1.3.10 CLEC may request access to and, where appropriate, development of, additional UNE Combinations. For UNEs Qwest currently combines in its network CLEC can use the Special Request Process (SRP) set

forth in Exhibit B. For UNEs that Qwest does not currently combine, CLEC must use the Bona Fide Request Process (BFR). In its BFR or SRP request, CLEC must identify the specific combination of UNEs, identifying each individual UNE by name as described in this Amendment.

1.3.11 The following terms and conditions are available for all types of UNE-P:

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

1.3.11.2 If Qwest provides and CLEC accepts operator services, directory assistance, and IntraLATA long distance as a part of the basic exchange line, it will be offered with standard Qwest branding. CLEC is not permitted to alter the branding of these services in any manner when the services are a part of the UNE-P line without the prior written approval of Qwest. However, at the request of CLEC and where technically feasible, Qwest will rebrand operator services and directory assistance in CLEC's name, in CLEC's choice of name, or in no name in accordance with terms and conditions set forth in the Agreement.

1.3.11.3 CLEC may order Customized Routing in conjunction with UNE-P for alternative operator service and/or directory assistance platforms. CLEC shall be responsible to combine UNE-P with all components and requirements associated with Customized Routing needed to utilize related functionality.

1.3.11.4 Qwest shall provide to CLEC, for CLEC's end user customers, E911/911 call routing to the appropriate Public Safety Answering Point (PSAP). Qwest shall not be responsible for any failure of CLEC to provide accurate end-user customer information for listings in any databases in which Qwest is required to retain and/or maintain end-user customer information. Qwest shall provide CLEC's end user customer information to the ALI/DMS (Automatic Location Identification/Database Management System). Qwest shall use its standard process to update and maintain, on the same schedule that it uses for its end user customers, CLEC's end user customer service information in the ALI/DMS used to support E911/911 services. Qwest assumes no liability for the accuracy of information provided by CLEC.

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

1.3.11.6 Feature and InterLATA or IntraLATA PIC changes or additions for UNE-P, will be processed concurrently with the UNE-P order as specified by CLEC.

1.3.12 If CLEC is obtaining services from Qwest under an arrangement or agreement that includes the application of termination liability assessment (TLA) or minimum period charges, and if CLEC wishes to convert such services to UNEs or a UNE Combination, the conversion of such services will not be delayed due to the applicability of TLA or minimum period charges. The applicability of such charges is governed by the terms of the original agreement, Tariff or arrangement.

1.3.13 For installation of new UNE combinations, CLEC will not be assessed UNE rates for UNEs ordered in combination until access to all UNEs that make up such combination have been provisioned to CLEC as a combination, unless a UNE is not available until a later time and CLEC elects to have Qwest provision the other elements before all elements are available. For conversions of existing resale services to UNE-P Combinations, CLEC will be billed at the UNE-P rate, and billing at the resold rate will cease, on the due date scheduled for the conversion, so long as the due date of the conversion was a standard or longer interval, unless CLEC has caused or requested a delay of the conversion.

1.3.14 Reserved for Future Use

1.3.15 When end user customers switch from Qwest to CLEC, or to CLEC from any other competitor and is obtaining service through a UNE Combination, such end user customers shall be permitted to retain their current telephone numbers if they so desire.

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

1.3.17 CLEC, or CLEC's agent, shall act as the single point of contact for its end user customers' service needs, including without limitation, sales, service design, order taking, provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, billing, collection and inquiry. CLEC shall inform its end user customers that they are end user customers of CLEC. CLEC's end user customers contacting Qwest will be instructed to contact CLEC, and Qwest's end user customers contacting CLEC will be instructed to contact Qwest. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of local exchange service; however, nothing in this Amendment shall be deemed to prohibit Qwest or CLEC from discussing its products and services with CLEC's or Qwest's end user customers who call the other Party.

1.3.18 Reserved for Future Use

1.4 Rates and Charges

1.4.1 The rates and charges for the individual unbundled network elements that comprise UNE Combinations are contained in Exhibit A for both recurring and non-recurring application.

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

1.4.1.2 Nonrecurring charges, if any, will apply based upon the cost to Qwest of provisioning the UNE Combination and providing access to the UNE Combination. These non-recurring charges, if any, are described in Exhibit A.

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

1.4.3 CLEC shall be responsible for billing its end user customers served over UNE Combinations for all Miscellaneous Charges and surcharges required of CLEC by statute, regulation or otherwise required.

1.4.4 CLEC shall pay Qwest the PIC change charge associated with CLEC end user customer changes of InterLATA or IntraLATA carriers. Any change in CLEC's end user customers' InterLATA or IntraLATA carrier must be requested by CLEC on behalf of its end user customer.

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

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

1.5 Ordering Process

1.5.1 Most UNE Combinations and associated products and services are ordered via an LSR. Ordering processes are contained in this Amendment and in the PCAT. The following is a high-level description of the ordering process:

1.5.1.1 Reserved for Future Use

1.5.1.2 Reserved for Future Use

1.5.1.3 Step 1: Complete product questionnaire with account team representative.

1.5.1.4 Step 2: Obtain Billing Account Number (BAN) through account team representative.

1.5.1.5 Step 3: Allow 2-3 weeks from Qwest's receipt of a completed questionnaire for accurate loading of UNE combination rates to the Qwest billing system.

1.5.1.6 Step 4: After account team notification, place UNE combination orders via an LSR or ASR as appropriate.

1.5.1.7 Additional information regarding the ordering processes are located at:
http://www.qwest.com/wholesale/solutions/clecFacility/une_p_c.html

1.5.2 Prior to placing an order on behalf of each end user customer, CLEC shall be responsible for obtaining and have in its possession a Proof of Authorization as set forth in the Agreement.

1.5.3 Standard service intervals for each UNE Combination are set forth in Exhibit C. For UNE Combinations with appropriate retail analogs, CLEC and Qwest will use the standard provisioning interval for the equivalent retail service. CLEC and Qwest can separately agree to due dates other than the standard interval.

1.5.4 Due date intervals are established when Qwest receives a complete and accurate Local Service Request (LSR) or ASR made through the IMA, EDI or Exact interfaces or through facsimile. For UNE-P-POTS, UNE-P-Centrex, and UNE-P-ISDN-BRI, the date the LSR or ASR is received is considered the start of the service interval if the order is received on a business day prior to 7:00 p.m. For UNE-P-POTS, UNE-P-Centrex, and UNE-P-ISDN-BRI, the service interval will begin on the next business day for service requests received on a non-business day or after 7:00 p.m. on a business day. For UNE-P-DSS, UNE-P-ISDN-PRI, UNE-P-PBX, EEL, and all other UNE combinations, the date the LSR or ASR is received is considered the start of the service interval if the order is received on a business day prior to 3:00 p.m. For UNE-P-DSS, UNE-P-ISDN-PRI, UNE-P-PBX, EEL, and all other UNE combinations, the service interval will begin on the next business day for service requests received on a non-business day or after 3:00 p.m. on a business day. Business days exclude Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day and Christmas Day.

1.5.5 The Parties' obligations and responsibilities for providing and maintaining end-user customer listings information are contained in the Listings and E911/911 Emergency Services sections of the Agreement. Nevertheless, to the extent that the option is available to CLEC to specify that the end-user customer's existing listing(s) be retained upon conversion to unbundled local switching elements or UNE-P Combinations, Qwest shall be responsible for ensuring that the end-user customer's listing(s) is retained "as is" in Qwest's

listings data bases.

1.5.6 When Qwest's end user customer or the end user customer's new service provider orders the discontinuance of the end user customer's existing service in anticipation of moving to another service provider, Qwest will render its closing bill to the end user customer effective with the disconnection. If Qwest is not the local service provider, Qwest will issue a bill to CLEC for that portion of the service provided to CLEC should CLEC's end user customer, a new service provider, or CLEC request service be discontinued to the end user customer. Qwest will notify CLEC by FAX, OSS interface, or other agreed upon processes when an end user customer moves to another service provider. Qwest shall not provide CLEC or Qwest retail personnel with the name of the other service provider selected by the end-user customer.

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

1.6 Billing

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

1.7 Maintenance and Repair

1.7.1 Qwest will maintain facilities and equipment that comprise the service provided to CLEC as a UNE Combination. CLEC or its end user customers may not rearrange, move, disconnect or attempt to repair Qwest facilities or equipment, other than by connection or disconnection to any interface between Qwest and the end user customer, without the written consent of Qwest.

Exhibit A
North Dakota

Select the appropriate type of contract below. For cost docket changes, leave blank:		Local Billing Type		
			Recurring	Non-Recurring
9.8 Shared Transport				
9.8.1	Per Minute of Use - TELRIC Based Rate		\$0.001703	1
9.13 Customized Routing				
9.13.1	Development of Custom Line Class Code – Directory Assistance or Operator Services Routing Only			ICB 3
9.13.2	Installation Charge, per Switch – Directory Assistance or Operator Service Routing Only			ICB 3
9.13.3	All Other Custom Routing		ICB	ICB 3
9.23 UNE Combinations				
9.23.1	UNE - P Line Splitting			
	Basic Installation Charge for UNE-P Line Splitting			\$38.20 1
9.23.2	UNE-P Conversion Non-Recurring Charges			
	UNE-P POTS, CENTREX, Analog PBX Trunks			
	First			\$0.71 1
	Each Additional			\$0.14 1
	UNE-P Pal Manual			
	First			\$16.96 1
	Each Additional			\$2.83 1
	UNE-P PBX DID Trunks			
	First			\$25.89 1
	Each Additional			\$3.26 1
	UNE-P ISDN BRI			
	First			\$27.82 1
	Each Additional			\$3.26 1
	UNE-P ISDN PRI, DSS per DS1 Facility			\$24.93 1
	UNE-P ISDN PRI, DSS - per Trunk			
	First			\$25.89 1
	Each Additional			\$3.26 1
9.23.3	UNE-P New Connection Non-Recurring Charges			
	UNE-P POTS Centrex, Analog PBX Trunks			
	First			\$57.85 1
	Each Additional			\$16.60 1
	UNE-P PAL Manual			
	First			\$85.88 1
	Each Additional			\$19.29 1
	UNE - P PBX DID - per Trunk			\$186.57 1
	UNE - P ISDN BRI			\$325.30 1
	UNE - P Trunks			
	DSS Basic Trunk - In Only, Out Only, or Two Way			\$82.71 1
	DSS, ISDN PRI Adv. Trunk - In only w/DID & Hunting, or 2 Way w/DID, Huntin			\$81.85 1
	DSS, ISDN PRI Adv. Trunk - Out Only w/Answer Sup'v			\$83.14 1
	Facilities for UNE - P DSS, UNE - P ISDN PRI			
	DS1 Loop Facility (for Basic Trunk) + Multiplexing			\$435.34 1
	DS1 Loop Facility (for Advanced Trunks)			\$149.16 1

Exhibit A
NorthDakota

DS3 Loop Facility			\$149.16	1
UNE - P PRI Configurations				
UNE-P PRI Dedicated PRI 23 + D			\$717.37	1
UNE-P PRI Dedicated PRI 24			\$692.84	1
UNE-P PRI Dedicated PRI 23B + Back-Up D			\$691.84	1
9.23.4 UNE-Combination Private Line				
DS0/DS1/DS3/OCN/Integrated T-1 Existing Service			\$34.08	1
9.23.5 Enhanced Extended Loop (EEL)				
EEL Link				
DSO 2-Wire			\$267.28	1
Zone 1		\$16.41		7
Zone 2		\$27.66		7
Zone 3		\$62.66		7
DSO 4-Wire		\$38.50	\$267.28	1
DSO 2/4 Wire Each Additional			\$199.17	1
DS1		\$103.57	\$327.68	1
Each Additional			\$244.46	1
DS3		\$1,160.56	\$353.16	1
Each Additional			\$269.95	1
9.23.6 EEL C			\$40.17	1
	Recurring Fixed	Recurring Per Mile	Nonrecurring	
9.23.7 EEL				
DS0 EEL Transport				
DS0 Over 0 to 8 Miles	\$4.12	\$0.00		
DS0 Over 8 to 25 Miles	\$4.12	\$0.00		
DS0 Over 25 to 50 Miles	\$4.12	\$0.00		
DS0 Over 50 Miles	\$4.12	\$0.00		
DS1				
DS1 Over 0 to 8 Miles	\$41.30	\$0.53		1
DS1 Over 8 to 25 Miles	\$41.53	\$2.89		1
DS1 Over 25 to 50 Miles	\$41.53	\$2.94		1
DS1 Over 50 Miles	\$41.47	\$2.52		1
DS3				
DS3 Over 0 to 8 Miles	\$289.99	\$12.34		1
DS3 Over 8 to 25 Miles	\$290.37	\$12.80		1
DS3 Over 25 to 50 Miles	\$290.59	\$11.72		1
DS3 Over 50 Miles	\$299.46	\$28.34		1
OC-3				
OC-3 Over 0 to 8 Miles	\$1,051.67	\$284.54		1
OC-3 Over 8 to 25 Miles	\$1,060.61	\$78.67		1
OC-3 Over 25 to 50 Miles	\$1,012.38	\$103.74		1
OC-3 Over 50 Miles	\$1,050.67	\$63.79		1
OC-12				
OC-12 Over 0 to 8 Miles	\$2,981.06	\$88.77		1
OC-12 Over 8 to 25 Miles	\$2,981.06	\$94.48		1
OC-12 Over 25 to 50 Miles	\$2,981.06	\$102.95		1
OC-12 Over 50 Miles	\$2,981.06	\$124.37		1
OC-48				
OC-48 Over 0 to 8 Miles	\$9,032.80	\$371.69		1
OC-48 Over 8 to 25 Miles	\$9,032.80	\$402.11		1
OC-48 Over 25 to 50 Miles	\$9,032.80	\$456.35		1

Exhibit A
NorthDakota

OC-48 Over 50 Miles		\$9,032.80	\$575.98	1
			Recurring	Nonrecurring
9.23.8	Multiplexing			
	DS3 to DS1		\$225.18	\$279.55
	DS1 to DS0		\$236.79	\$286.18
9.23.9	DS0 Channel Performance			
	DS0 Low Side Channelization		\$15.93	1
	DS1/DS0 MUX, Low Side Channelization		\$9.09	1
9.23.10	Concentration Capability		ICB	3

NOTES:

* Unless otherwise indicated, all rates are pursuant to the U S WEST and AT&T Interconnection Agreement approved by the North Dakota Public Utilities Commission in Docket Number PU-453-96-497, effective June 23, 1997.

[1] Rates not addressed in AT&T Arbitration. (TELRIC based where required.)

[3] ICB, Individual Case Basis pricing.

[7] Deaveraged rates approved per Stipulated Agreement in Docket PU-314-97-12. Below is a breakdown of wire center per zone:

Zone 1- Fargo, Grand Forks, Bismarck, West Fargo, Jamestown, Williston, Wahpeton, Mandan, Dickinson.

Zone 2- Valley City, Grafton, Mayville, Larimore, Lisbon, Casselton

Zone 3- Emerado, Pembina, Hatton, Belfield, Minto, Watford City, Hillsboro, Kindred, Thompson, Northwood, Gwinner,

Reynolds, Gardner, Manvel, Fairmount, Wyndmere, Leonard, Alexander

EXHIBIT B - SPECIAL REQUEST PROCESS

1. The Special Request Process shall be used for the following requests:
 - a. Requesting specific product feature(s) be made available by Qwest that are currently available in a switch, but which are not activated.
 - b. 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.
 - c. Requesting a combination of Unbundled Network Elements that is a combination not currently offered by Qwest as a standard product and:
 - i. that is made up of UNEs that are defined by Qwest as products, and
 - ii. that is made up of UNEs that are ordinarily combined in the Qwest network.
 - d. Requesting an Unbundled Network Element that has been defined by the FCC or the State Commission as a network element to which Qwest is obligated to provide unbundled access, but for which Qwest has not created a standard product, including UDIT and EEL between OC-3 and OC-192.
2. Any request that requires an analysis of technical feasibility shall be treated as a Bona Fide Request (BFR), and will follow the BFR Process set forth in this Agreement. The BFR process shall be used for, among other things, the following:
 - a. Requests for Interconnection not already available as described in this Agreement,
 - b. Requests for access to an unbundled network element that has not been defined by the FCC or the State Commission as a network element to which Qwest is obligated to provide unbundled access,
 - c. Requests for UDIT and EEL above the OC-192 level,
 - d. Requests for combinations of Unbundled Network Elements that include UNEs that are not defined by Qwest as products, and
 - e. Requests for combinations of Unbundled Network Elements that are not currently combined in the Qwest network.
3. A Special Request shall be submitted in writing and on the appropriate Qwest form, which is located on Qwest's website. The form must be completely filled out.
4. Qwest shall acknowledge receipt of the Special Request within 5 business days of receipt.
5. Qwest shall respond with a preliminary analysis, including costs and timeframes, within 15 business days of receipt of the Special Request. In the case of UNE

combinations, the preliminary analysis shall include whether the requested combination is a combination of elements that are ordinarily combined in the Qwest network. If the request is for a combination of elements that are not ordinarily combined in the Qwest network, the preliminary analysis shall indicate to CLEC that it should use the BFR process if CLEC elects to pursue its request.

6. All timeframes will be met unless extraordinary circumstances arise. In such a situation, CLEC and Qwest will negotiate a reasonable response timeframe.

**EXHIBIT C
SERVICE INTERVAL TABLES***

Unbundled Network Elements Platform (UNE-P) Service Interval Table:

Product	Services Ordered	Installation Commitments	Repair Commitments
UNE-P POTS 'New'- Soft Dial Tone (SDT) [Where available] Facility Check indicates "AVAILABLE (SDT)" and DISPATCH "NO"		Two (2) Business Days (regardless of the time of day the request is received)	24 hrs OOS 48 hrs AS
UNE-P POTS 'New'-Residence Flow Through, Fully Electronic (N, T Orders) Facility Check indicates "AVAILABLE" and DISPATCH "NO"	1 to 39 Lines	Three (3) Business Days	24 hrs OOS 48 hrs AS
	40 or more Lines	ICB	24 hrs OOS 48 hrs AS
UNE-P POTS 'New'-Business Flow Through, Fully Electronic (N, T Orders) Facility Check indicates "AVAILABLE" and DISPATCH "NO"	1 to 19 Lines	Three (3) Business Days	24 hrs OOS 48 hrs AS
	20-39 Lines	Four (4) Business Days or next available due date thereafter as indicated by Appointment Scheduler.	24 hrs OOS 48 hrs AS
	40 or more Lines	ICB	24 hrs OOS 48 hrs AS
UNE-P POTS 'New'-Residence Simple CO Features, or Number Changes without inward line activity, or Hunting changes without inward line activity	1 to 39 Lines	Three (3) Business Days	24 hrs OOS 48 hrs AS
	40 or more Lines	ICB	24 hrs OOS 48 hrs AS
UNE-P POTS 'New'-Business Simple CO Features, or Number Changes without inward line activity, or Hunting changes without inward line activity	1 to 19 Lines	Three (3) Business Days	24 hrs OOS 48 hrs AS
	20-39 Lines	Four (4) Business Days	24 hrs OOS 48 hrs AS
	40 or more Lines	ICB	24 hrs OOS 48 hrs AS
UNE-P POTS 'New'- Suspend/Restore	Customers with service placed on "vacation"	Next Business Day	24 hrs OOS 48 hrs AS
	Treatment for Non- payment issues	Same Business Day as payment receipt validated	24 hrs OOS 48 hrs AS
UNE-P POTS 'New'-Residence New Installs, Address Changes, Changes with inward line activity Facility Check indicates "AVAILABLE DISP. REQ" and DISPATCH "YES"	1 to 39 Lines	Next available due date as indicated by Appointment Scheduler Note: Appointment Scheduler minimum default interval is 3 (Three) Business Days.	24 hrs OOS 48 hrs AS
	40 or more Lines	ICB	24 hrs OOS 48 hrs AS

**EXHIBIT C
SERVICE INTERVAL TABLES***

UNE-P POTS 'New'-Business New Installs, Address Changes, Changes with inward line activity Facility Check indicates "AVAILABLE DISP. REQ" and DISPATCH "YES"	1 to 19 Lines	Next available due date as indicated by Appointment Scheduler Note: Appointment Scheduler minimum default interval is 3 (Three) Business Days.	24 hrs OOS 48 hrs AS
	20-39 Lines	Four (4) Business Days or next available due date thereafter as indicated by Appointment Scheduler.	24 hrs OOS 48 hrs AS
	40 or more Lines	ICB	24 hrs OOS 48 hrs AS
UNE-P POTS 'New'- <ul style="list-style-type: none"> ▪ Directory Listings Changes (R Orders) ▪ Voice Mail 	1-10 LISTINGS	Two (2) Business Days	
	11 to 20 Listings	Five (5) Business Days	
	21-50 Listings	Ten (10) Business Days	
	51-100 Listings	Thirty (30) Business Days	
	Over 100 Listings	Sixty (60) Business Days	
	Add Voice Mail to POTS line	Three (3) Business Days	
Conversions to UNE-P POTS- POTS Residence to UNE-P - Conversion as Specified - Simple CO Features	1 to 39 Lines	Three (3) Business days	24 hrs OOS 48 hrs AS
	40 or more lines	ICB	24 hrs OOS 48 hrs AS
Conversions to UNE-P POTS- UNE-P to UNE-P POTS Residence - Conversion as Is	1 to 39 Lines	Same Business Day if received before 12:00 p.m., or, Next Business Day if received later than 12:00 p.m.	24 hrs OOS 48 hrs AS
	40 or more Lines	ICB	24 hrs OOS 48 hrs AS
Conversions to UNE-P POTS- POTS Business to UNE-P - Conversion As Specified - Simple CO Features	1 to 19 Lines	Three (3) Business days	24 hrs OOS 48 hrs AS
	20 to 39 Lines	Four (4) Business Days	24 hrs OOS 48 hrs AS
	40 or more Line	ICB	24 hrs OOS 48 hrs AS
Conversions to UNE-P POTS- UNE-P to UNE-P POTS Business - Conversion As Is	1 to 39 Lines	Same Business Day if received before 12:00 p.m., or, Next Business Day if received later than 12:00 p.m.	24 hrs OOS 48 hrs AS
	40 or more Lines	ICB	24 hrs OOS 48 hrs AS
UNE-P Line Splitting – UNE-P POTS to UNE-P POTS with Line Splitting - Conversion As Specified	1 to 8 Lines	High Density: Five (5) Business Days Low Density: Six (6) business Days	24 hrs OOS 48 hrs AS

**EXHIBIT C
SERVICE INTERVAL TABLES***

	9 to 16 Lines	High Density: Six (6) Business days Low Density: (9) Business Days	24 hrs OOS 48 hrs AS
	17 to 24 Lines	High Density: (7) Business Days	24 hrs OOS 48 hrs AS
	25-39 Lines	ICB	24 hrs OOS 48 hrs AS
	40 or more Lines or if Conditioning is required	ICB High Density: Five (5) Business Days	24 hrs OOS 48 hrs AS
UNE-P Line Splitting – POTS Residence or POTS Business with Line Sharing to UNE-P POTS with Line Splitting - Conversion as Specified	1 to 8 Lines	High Density: Six (5) Business days Low Density: Six (6) Business Days	24 hrs OOS 48 hrs AS
	9 to 16 Lines	High Density: Six (6) Business days Low Density: Nine (9) Business Days	24 hrs OOS 48 hrs AS
	17 to 24 Lines	High Density: Seven (7) Business Days Low Density: Ten (10) Business Days	24 hrs OOS 48 hrs AS
	25-39 Lines	ICB	24 hrs OOS 48 hrs AS
	40 or more Lines	ICB	24 hrs OOS 48 hrs AS
UNE-P PBX 'New'-	1 to 8 Trunks	Five (5) Business Days	4 hrs
	9 to 16 Trunks	Six (6) Business Days	4 hrs
	17 to 24 Trunks	Seven (7) Business Days	4 hrs
	25 or more Trunks	ICB	4 hrs
Conversions to UNE-P PBX – Conversion As Specified or Conversion As Is	1 to 8 Trunks	Five (5) Business Days	4 hrs
	9 to 16 Trunks	Six (6) Business Days	4 hrs
	17 to 24 Trunks	Seven (7) Business Days	4 hrs
	25 or more Trunks	ICB	4 hrs
UNE-P DSS 'New'- T1 Facility	1 to 3	Nine (9) Business Days	4 hrs
	4 or more	ICB	4 hrs
UNE-P DSS 'New'- Trunks	1 to 3 Lines	Twelve (12) Business Days	4 hrs
	4 to 6 Lines	Sixteen (16) Business Days	4 hrs
	7 to 9 Lines	Twenty (20) Business Days	4 hrs

**EXHIBIT C
SERVICE INTERVAL TABLES***

	10 to 12 Lines	Twenty four (24) Business Days	4 hrs
	13 or more Lines	ICB	4 hrs
Conversions to UNE-P DSS-T1 Facility	1 to 3	Nine (9) Business Days	4 hrs
	4 or more	ICB	4 hrs
Conversions to UNE-P DSS-Trunks	4 to 6 Lines	Sixteen (16) Business Days	4 hrs
	7 to 9 Lines	Twenty (20) Business Days	4 hrs
	10 to 12 Lines	Twenty four (24) Business Days	4 hrs
	13 or more Lines	ICB	4 hrs
UNE-P ISDN BRI 'New'- New Installs, Address Changes, Change to add Loop (N2Q)	1 to 10 Lines	Thirteen (13) Business Days	24 hrs
	11 or more Lines	ICB	24 hrs
UNE-P ISDN BRI 'New'- Add or Change Feature(s), Add Primary Directory Number (PDN) to established Loop (N2Q), Add Call Appearance	1 to 10 Lines	Three (3) Business Days	24 hrs
	11 or more Lines	ICB	24 hrs
Conversion to UNE-P ISDN BRI- Conversion As Is	1 to 10 Lines	Three (3) Business Days	24 hrs
	11 or more Lines	ICB	24 hrs
Conversion to UNE-P ISDN BRI- Conversion As Specified	1 to 10 Lines	Three (3) Business Days if a Loop is not involved (or) Thirteen (13) Business Days if a Loop is added or changed	24 hrs
	11 or more Lines	ICB	24 hrs
UNE-P ISDN PRI 'New'- T1 Facility	1 to 3	Nine (9) Business Days	4 hrs
	4 or more	ICB	4 hrs
UNE-P ISDN PRI 'New'- Trunks	1 to 3 Lines	Twelve (12) Business Days	4 hrs
	4 to 6 Lines	Sixteen (16) Business Days	4 hrs
	7 to 9 Lines	Twenty (20) Business Days	4 hrs
	10 to 12 Lines	Twenty four (24) Business Days	4 hrs
	13 or more Lines	ICB	4 hrs
Conversion to UNE-P ISDN PRI- T1 Facility	1 to 3	Nine (9) Business Days	4 hrs
	4 or more	ICB	4 hrs
Conversion to UNE-P ISDN PRI- Trunks	1 to 3 Lines	Twelve (12) Business Days	4 hrs

**EXHIBIT C
SERVICE INTERVAL TABLES***

	4 to 6 Lines	Sixteen (16) Business Days	4 hrs
	7 to 9 Lines	Twenty (20) Business Days	4 hrs
	10 to 12 Lines	Twenty four (24) Business Days	4 hrs
	13 or more Lines	ICB	4 hrs
UNE-P Centrex 21 - Non Designed- Conversions as Specified	1 to 10 Lines	Five (5) Business Days	24 hrs OOS 48 hrs AS
	11 or more Lines	ICB	24 hrs OOS 48 hrs AS
UNE-P Centrex 21 - Non Designed- New Installations	1 to 10 Lines [Facility check indicates "Available Dispatch Required" and Dispatch "Yes".]	Five (5) Business Days or Next available due date thereafter as indicated by Appointment Scheduler.	24 hrs OOS 48 hrs AS
	11 or more Lines	ICB	24 hrs OOS 48 hrs AS
Une-P Centrex Plus / UNE-P Centron [Centron is MN only] Common Block Configuration Required - Establish Common Block	1 to 10 Lines - No Optional Features	Twenty (20) Business Days	24 hrs OOS 48 hrs AS
	1 to 10 Lines - w/ Optional Features (i.e., ARS, DFIs, SMDR, UCD, etc.)	ICB	24 hrs OOS 48 hrs AS
	11-21 Lines – No Optional Features	Twenty (20) Business Days	24 hrs OOS 48 hrs AS
	11 to 21 Lines – w/Optional Features (i.e., ARS, DFIs, SMDR, UCD, etc.)	ICB	24 hrs OOS 48 hrs AS
	22 or more Lines with or without Optional Features	ICB	24 hrs OOS 48 hrs AS
Une-P Centrex Plus / UNE-P Centron [Centron is MN only] Common Block Configuration Required - Feature Additions requiring Common Block activity per Common Block	1 to 10 Lines	Twenty (20) Business Days	24 hrs OOS 48 hrs AS
	11 or more Lines	ICB	24 hrs OOS 48 hrs AS

**EXHIBIT C
SERVICE INTERVAL TABLES***

<p>Une-P Centrex Plus / UNE-P Centron [Centron is MN only] Common Block Configuration Required - Line Class Codes (LCCs)/ CAT/NCOS/DPAT additions/changes requiring Common Block work.</p>	<p>Per Common Block (must be existing Line Class Codes(LCCs)/ CAT/NCOS/DPAT)</p>	<p>Five (5) Business Days</p>	<p>24 hrs OOS 48 hrs AS</p>
	<p>If new LCC/CAT/NCOS or DPAT</p>	<p>Twenty (20) Business Days</p>	<p>24 hrs OOS 48 hrs AS</p>
<p>Une-P Centrex Plus / UNE-P Centron [Centron is MN only] Common Block Configuration Required - Centrex Management System (CMS)</p>	<p>New Common Blocks & Cust ID's (lines installed at the same time the Common Block is installed)</p>	<p>Twenty (20) Business Days (after the initial Common Block & associated lines are installed)</p>	<p>N/A</p>
<p>Une-P Centrex Plus / UNE-P Centron [Centron is MN only] Common Block Configuration Required - Designed Services subsequent to initial Common Block installation</p>	<p>Tie Lines/DFI/FX</p>	<p>Thirteen (13) Business Days (may be longer due to facility due date requirements)</p>	<p>24 hrs OOS 48 hrs AS</p>
<p>Une-P Centrex Plus / UNE-P Centron [Centron is MN only] No Common Block Configuration Required - Centrex Management System (CMS) Network Access Registers (NARs)</p>	<p>Additional/New Station Lines to be added to CMS</p>	<p>Five (5) Business Days after line is installed</p>	<p>N/A</p>
	<p>Additions</p>	<p>Five (5) Business Days</p>	<p>N/A</p>
	<p>Change from Non Blocked to Blocked Service</p>	<p>ICB</p>	<p>N/A</p>

**EXHIBIT C
SERVICE INTERVAL TABLES***

<p>Une-P Centrex Plus / UNE-P Centron [Centron is MN only] No Common Block Configuration Required - Station Lines (subsequent to the establishment of the Common Block) Includes: Conversions New Lines Moves NOTE: On conversions, numbers are "chipped" into the Common Block at the time of installation.</p>	1 to 10 Lines per location	Five (5) Business Days or Next available due date thereafter as indicated by Appointment Scheduler.	24 hrs OOS 48 hrs AS
	11 to 20 Lines per location	Ten (10) Business Days or Next available due date thereafter as indicated by Appointment Scheduler.	24 hrs OOS 48 hrs AS
	21 or more Lines per location	ICB	24 hrs OOS 48 hrs AS
<p>Une-P Centrex Plus / UNE-P Centron [Centron is MN only] No Common Block Configuration Required Line Feature changes/additions/Removals</p>	1 to 19 Lines	Three (3) Business Days	24 hrs OOS 48 hrs AS
	20 or more Lines	ICB	24 hrs OOS 48 hrs AS
<p>Une-P Centrex Plus / UNE-P Centron [Centron is MN only] No Common Block Configuration Required Designed Services subsequent to initial Common Block installation</p>	Tie Lines/DFI/FX	Thirteen (13) Business Days (may be longer due to facility due date requirements)	24 hrs OOS 48 hrs AS
<p>Une-P Centrex Plus / UNE-P Centron [Centron is MN only] No Common Block Configuration Required Automatic Route Selection (ARS)</p>	Subsequent to Common Block Installation	Twenty (20) Business Days (may be longer if the activation of ARS is tied to a Private Line facility installation)	24 hrs OOS 48 hrs AS
	Changes to Patterns: 1 to 25 changes 26 to 50 changes 51 or more changes	Business Days: Five (5) days Ten (10) days Twenty (20) days	24 hrs OOS 48 hrs AS
	Adding new Patterns	Twenty (20) Business Days	24 hrs OOS 48 hrs AS
<p>Une-P Centrex Plus / UNE-P Centron [Centron is MN only]</p>	Per Request	Thirteen (13) Business Days	24 hrs OOS 48 hrs AS

**EXHIBIT C
SERVICE INTERVAL TABLES***

No Common Block Configuration Required Uniform Call Distribution (UCD)			
Une-P Centrex Plus / UNE-P Centron [Centron is MN only] No Common Block Configuration Required Additional Numbers subsequent to initial Common Block installation NOTE: Additional numbers are "chipped" into the Common Block at the time of request.	Blocks (No limit on amount of numbers.)	Five (5) Business Days	N/A

**EXHIBIT C
SERVICE INTERVAL TABLES***

Enhanced Extended Loop Service Interval Table (EEL):

Product	Services Ordered	Installation Commitments	Repair Commitments
Enhanced Extended Loop (EEL)- DS0 or Voice Grade Equivalent	1 to 8	High Density: Five (5) Business Days Low Density: Six (6) Business Days	4 hrs High Density 4 hrs Low Density
	9 to 16	High Density: Six (6) Business Days Low Density: Seven (7) Business Days	4 hrs High Density 4 hrs Low Density
	17 to 24	High Density: Seven (7) Business Days Low Density: Eight (8) Business Days	4 hrs High Density 4 hrs Low Density
	25 or more	ICB	4 hrs
Enhanced Extended Loop (EEL) – DS1	1 to 8	High Density: Five (5) Business Days Low Density: Eight (8) Business Days	4 hrs High Density 4 hrs Low Density
	9 to 16	High Density: Six (6) Business Days Low Density: Nine (9) Business Days	4 hrs High Density 4 hrs Low Density
	17 to 24	High Density: Seven (7) Business Days Low Density: Ten (10) Business Days	4 hrs High Density 4 hrs Low Density
	25 or more	ICB	4 hrs
Enhanced Extended Loop (EEL) – DS3	1 to 3 Circuits	High Density: Seven (7) Business Days Low Density: Nine (9) Business Days	4 hrs High Density 4 hrs Low Density
	4 or more Circuits	ICB	4 hrs

**EXHIBIT C
SERVICE INTERVAL TABLES***

Enhanced Extended Loop Conversions (EEL-C) – Private Line (PLTS) - Conversion as is		ICB	24 hrs OOS 48 hrs AS
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* Installation Guidelines apply where facilities/network capacity is in place. Where facilities/network capacity are not in place, intervals are handled on an Individual Case Basis (ICB).

92-2482-62-5

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Alex Valencia
 Preferred Carrier Services Inc
 14681 Midway Rd Ste 105
 Addison TX 75001

2. Article Number (Copy from service label)

7099 3220 0002 8482 7993

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

3/18/02

C. Signature

X *Alex Valencia*

Agent

Addressee

D. Is delivery address different from item 1?

Yes

If YES, enter delivery address below:

No

3. Service Type

Certified Mail

Express Mail

Registered

Return Receipt for Merchandise

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

92-2482-62-5

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Alex Valencia
 Preferred Carrier Services Inc
 14681 Midway Rd Ste 105
 Addison TX 75001

2. Article Number (Copy from service label)

7099 3220 0002 8483 1235

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

3/18/02

C. Signature

X *Alex Valencia*

Agent

Addressee

D. Is delivery address different from item 1?

Yes

If YES, enter delivery address below:

No

3. Service Type

Certified Mail

Express Mail

Registered

Return Receipt for Merchandise

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes