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May 9, 2003

RECEIVED

MAY 12 2003

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

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

Re: Filing of Collocation Available Inventory Amendment to the Interconnection Agreement between Qwest Corporation and Sprint Communications Company, L.P.
Our File No. 2104.078

Dear Ms. Bonrud:

Pursuant to ARSD 20:10:32:21 enclosed for filing are an original and ten (10) copies of the Collocation Available Inventory Amendment to the Interconnection Agreement between Qwest Corporation ("Qwest") and Sprint Communications Company, L.P. ("Sprint") for approval by the Commission. This is an amendment to the negotiated interconnection agreement between Sprint and Qwest which was approved by the Commission effective November 13, 2001 in Docket No. TC01-151.

The Agreement is amended by adding terms and conditions for Collocation Available Inventory as set forth in Attachment 1 and Exhibit A, attached to the Amendment.

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

Sincerely yours,

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



Thomas J. Welk

TJW/vjj

Enclosures

cc: Lynda Cleveland, Sprint (enclosure letter only)
Colleen Sevold
John Love (enclosure letter only)

MAY 12 2003

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

**Collocation Available Inventory Amendment
to the Interconnection Agreement between
Qwest Corporation and
Sprint Communications Company L.P.
for the State of South Dakota**

This is an Amendment ("Amendment") for Collocation Available Inventory to the Interconnection Agreement between Qwest Corporation "Qwest", a Colorado corporation, and Sprint Communications Company L.P. ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") for service in the state of South Dakota which was approved by the South Dakota Public Utilities Commission ("Commission"); and

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

AGREEMENT

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

Amendment Terms

The Agreement is hereby amended by adding terms, conditions and rates for Collocation Available Inventory, as set forth in Attachment 1 and Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

Effective Date

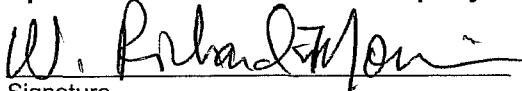
This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system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

Further Amendments

Amendments; Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Agreement may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

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

Sprint Communications Company L.P.

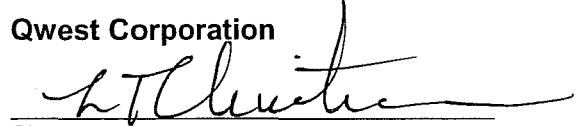

Signature

W. Richard Morris
Name Printed/Typed

Vice President - External Affairs
Title

April 24, 2003
Date

Qwest Corporation


Signature

L.T. Christensen
Name Printed/Typed

Director - Business Policy
Title

5/2/03
Date

ATTACHMENT 1 Collocation Available Inventory

1.0 Description

1.1 Collocation Available Inventory provides the terms and conditions under which (1) CLEC can purchase returned Collocation sites and elements ("Qwest Postings") and (2) CLEC may post CLEC controlled sites that are available for a Transfer Of Responsibility ("CLEC Postings"). Available sites will be posted on the "Collocation Classified" web site: <http://www.qwest.com/cgi-bin/wholesale/collocation.cgi>.

1.1.1 Qwest Postings: Collocation sites available on the Qwest Available Inventory list may be totally or partially completed before being returned to Qwest inventory. Both caged and cageless sites will be offered on the inventory list. Sites will be offered "AS IS, WHERE IS."

1.1.2 CLEC Postings: Available sites listed in the "CLEC Postings" section of the Collocation Classifieds are eligible for Transfer to an assuming CLEC with or without working circuits as described in the Collocation Transfer of Responsibility Product offering.

1.1.3 The "Collocation Classified" web site refers to a tool used by CLEC and Qwest to post listings of available collocation sites. The site contains Qwest Postings and CLEC Postings.

2.0 Terms and Conditions

2.1 The offering of a Collocation site from the Qwest Available Inventory list shall be limited to the offering of a specified site in Qwest's control to CLEC that either: (i) has a commission-approved Interconnection Agreement covering the specific type of Collocation to be obtained or (ii) is currently in negotiations with Qwest for such an Agreement. CLEC obtaining a Collocation site from the Qwest Available Inventory must not have any overdue financial obligations owed to Qwest pertaining to Collocation. Formally disputed charges will be treated as an exception.

2.2 The assuming CLEC for all Qwest posted sites will be required to pay a minimum of six (6) months of Space Construction and Floor Space Lease recurring charges should the CLEC terminate its rights of occupancy prior to six (6) months of occupancy.

2.3 Standard Sites

2.3.1 Qwest Postings: Collocation sites available in the Qwest Postings may be partially or fully completed before being returned to Qwest inventory. Both caged and cageless sites will be offered in the Qwest Collocation Postings section. Sites will be offered under the terms and conditions set forth in CLEC's Interconnection Agreement. In its Collocation application for such a site, CLEC may request to add to or complete the Collocation site to the CLEC's specifications. In CLEC Collocation application for such a site, CLEC may also

request that Qwest reduce cable terminations. CLEC will be charged for the removal of such cable terminations.

2.3.2 All services that were previously connected to the Collocation (e.g. Unbundled Network Elements, CLEC to CLEC connections, administrative lines, Finished Services, Line Splitting and Line Sharing, etc.) will be disconnected before the site is listed on the "Qwest Postings" section of the Collocation Classifieds. Power, Grounding for caged sites and Entrance Facilities are also disconnected prior to a site being posted. Qwest shall inventory all Reusable and Reimbursable Elements and list them in the Qwest Postings. Shared resources including HVAC and racking will not be listed in the Qwest postings. When other Collocation space is not available, Qwest reserves the right to remove Qwest postings from the Available Inventory web site to satisfy CLEC Applications for Collocation, for Qwest space requirement needs, or for CLEC Collocation augments to existing sites. Qwest shall not use the Qwest Postings as a basis to claim exhaust (space, power, terminations, etc.) in any Qwest Premises.

2.3.3 Qwest will provide CLEC with a feasibility study within ten (10) Calendar Days after receipt of the application. Qwest will provide CLEC with a quote within twenty-five (25) Calendar Days after providing the feasibility study. Price quotes will be honored for thirty (30) Calendar Days from the date the quote is provided and the associated space is reserved during such period, pending CLEC's acceptance of the quoted charges.

2.3.4 CLEC must pay the initial fifty percent (50%) of the quoted nonrecurring charges to Qwest within thirty (30) Calendar Days of receiving the quote. If the payment is not received by Qwest within such thirty (30) Calendar Day period, the quote will expire and the requested site will be returned to Qwest inventory. The CLEC will be charged a QPF for work performed up to the point of expiration or non-acceptance of the quote.

2.4 Special Sites:

2.4.1 Qwest may elect to offer Collocation sites returned through Chapter 7 bankruptcy or abandonment. These sites "Special Sites" will not be decommissioned and may be offered with Electronic Equipment (Equipment), Equipment Racks, Cages, DC power, Grounding and Terminations. These Special Sites will be posted in the Qwest Available Inventory posting under "Unverified sites with equipment".

2.4.2 CPMC will verify whether the requested site is still available for acquisition by conducting a feasibility study within ten (10) Calendar Days after receipt of the application. If the site is not available the CPMC will notify the CLEC in writing. If the site is available a site survey will be arranged with the CLEC and Qwest State Interconnect Manager (SICM). Upon completion of the survey Qwest will prepare a quote based on the site inventory and any requested modifications to the site. CLEC must pay in full one hundred percent (100%) of the quoted nonrecurring charges to Qwest within thirty (30) Calendar Days of receipt of the quote. If Qwest does not receive the payment within such thirty

(30) Calendar Day period, the quote will expire and the requested site will be returned to Qwest inventory. The CLEC will be charged a QPF for work performed up to the point of expiration or non-acceptance of the quote.

2.4.3 Upon receipt of the full payment for the quoted nonrecurring charges, Qwest will begin the establishment of the site records and the complete the job build-out. The interval shall be forty-five (45) Days for completion of the site from receipt of payment. In the event that the CLEC requires Qwest to install Augments (additional services) to the existing site, the interval will revert to the intervals defined in the assuming CLEC's Interconnect Agreement.

2.4.4 For Special Sites; IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT QWEST IS SELLING EQUIPMENT THAT IS CLASSIFIED AS "USED" OR "SURPLUS" EQUIPMENT ON AN "AS IS, WHERE IS" BASIS. CLEC UNDERSTANDS AND AGREES THAT ALL EQUIPMENT IS, CONVEYED (I) IN AN "AS IS" "WHERE IS" CONDITION WITH ALL FAULTS, LATENT AND PATENT AND (II) ALL EQUIPMENT IS CONVEYED WITHOUT ANY QWEST WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR IMPLIED BY A PARTICULAR COURSE OF DEALING.

2.4.4.1 All software and software license agreements for any Equipment conveyed as part of a Special Site shall be the sole responsibility of the assuming CLEC.

2.4.4.2 CLEC hereby warrants and certifies that its handling, scrap, destruction or other disposition of any Equipment conveyed as part of a Special Site shall conform and comply with the following.

- a) All applicable federal, state, county and municipal laws, statutes, regulations, and codes regulating hazardous wastes, materials or substances, including, but not limited to the Toxic Substances Control Act (TSCA) (15 U.S.C. 2601 et seq.); the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6901 et seq.); Hazardous Materials Transportation Act (HMTA) (49 U.S.C. 1801 et seq.); Occupational Safety and Health Act (OSHA) (29 U.S.C. 651 et seq.); Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)(42 U.S.C. 9601 et seq.); and any successor acts thereto or the regulations promulgated thereunder and any applicable International laws and regulations;
- b) Environmental rules and regulations governing environmental impacts associated with the production and or recovery of precious metals, scrap metals and material processing and or residual material disposition whether hazardous or non-hazardous as defined by governing laws and or applicable laws and are the sole responsibility of the CLEC; and

c) All hazardous waste, hazardous material, hazardous substances or solid waste manifests relating to the shipping, receiving, disposal or final disposition of the Equipment shall not reference, list or otherwise indicate on the manifest that Qwest is the generator, arranger, transporter, owner or otherwise the party that owns, controls, manages, handles, stores, generates or otherwise uses the Equipment. On any required hazardous waste, hazardous material, hazardous substances or solid waste manifest relating to the shipping, receiving, disposal or final disposition of the Equipment, the CLEC shall be listed as the generator, arranger and owner of the materials.

d) The CLEC shall comply with the applicable Qwest Technical Publications as defined in the CLEC's Interconnection Agreement when removing any equipment from a Special Site.

2.5 CLEC Posting: Sites listed in the "CLEC Postings" section are eligible for Transfer Of Responsibility to an assuming CLEC. Sites may be offered with or without working circuits. The terms and conditions for the Transfer of Responsibility shall be in accordance with the Transfer of Responsibility Product offering.

3.0 Rate Elements

3.1 Pricing for sites listed within the Qwest Available Inventory list will be provided on a site-specific basis. Pricing shall be in accordance with the Interconnection Agreement of the assuming CLEC. Vacating CLEC's may receive a potential refund from sale of available/discounted sites based on outstanding Nonrecurring charges, amounts for reimbursable elements and transfer fees.

3.2 The following items are charged to a CLEC purchasing a "Standard site" from the Qwest Available Inventory List. Charges will be provided to a CLEC via a quote that requires the CLEC's acceptance before work begins.

3.2.1 Quote Preparation Fee (QPF) Found in CLEC's existing Interconnection Agreement for a each specific type of Collocation site.

3.2.2 Reusable Elements are those Qwest inventoried components used to provision the Collocation site. The quote will be for all components used to install the Collocation space. These elements include Qwest inventoried components (i.e. cage, bays, HVAC, cable racking) to provision the original Collocation site.

3.2.2.1 Nonrecurring Collocation Rate Elements that are reused, will be available at a 50% discount to an assuming CLEC.

3.2.3 Reimbursable Elements are those which are not subject to a discount to the assuming CLEC. This includes any reusable termination cabling that is part of the available site. Reimbursable Elements considered for a potential refund are, Digital Signal Level 0 (DS0) termination cabling, Level 1 (DS1) termination cabling, Level 3

(DS3) termination cabling, and fiber terminations (excluding entrance that run from vault directly to Collocation site, i.e. Express Fiber Entrances).

3.3 Special Site Rates: The following items are charged to an assuming CLEC for a Special Site from the Qwest Postings. Charges will be provided to a CLEC via a quote that requires the CLEC's acceptance before Qwest begins work.

3.3.1 Site Survey Fee: A non-refundable site survey fee for a formal site survey visit with the CLEC per Exhibit A. Payment is to be submitted in conjunction with the Collocation Application for a Special Site.

3.3.2 Quote Preparation Fee (QPF). The QPF for Special Sites will be a flat rate fee per Exhibit A. If the assuming CLEC requires Augments (additional services) to the existing site the QPF will revert to the rate defined in the CLEC's Interconnection Agreement.

3.3.3 Non recurring Collocation Rate Elements: Include all Reusable elements defined above, DC Power, grounding and terminations. Special sites will be offered at a flat 50% discount to an assuming CLEC based on the rates in its current Interconnection Agreement. Augments (additional services) or changes to the sites will not be discounted and will be charged at the rates as defined in the CLEC's Exhibit A of their Interconnect Agreement or Exhibit A of this document, payable in full prior to commencement of work.

3.3.4 Network Assessment Fee for transfer of existing circuits to the assuming CLEC per Exhibit A.

3.3.5 Any Equipment contained in the site will be conveyed at a \$0.00 charge.

3.4 Recurring charges for all Products and Services will be charged at rates listed in the assuming CLEC's Exhibit A of their Interconnection Agreement without a discount.

4.0 Ordering

4.1 CLEC must submit a "Qwest Collocation Application Form (new, change or augment)" on the Qwest web at: <http://www.qwest.com/wholesale/pcat/collocation.html>

4.2 The "submit" date for the Collocation Available Inventory request will commence on the date that the Wholesale Project Manager (WPM) notifies the Collocation Project Management Center (CPMC) that all prerequisites for this request to have been met.

4.3 Qwest will process the Available Inventory Request pursuant to the Collocation Intervals in the CLEC's Interconnection Agreement.

4.3.1 Special Site interval will be 45 Calendar Days form the receipt of payment.

4.4 For purposes of first-come, first-served determination of availability, priority will be defined by the date and time the complete application is received by rfsmet@qwest.com.

4.5 CLECs should submit an alternative option when requesting an available site by populating the "Second Choice" and/or "Third Choice" tabs included on the Qwest Collocation Application Form. This will prevent the possible cancellation of the submitted application in the event that the first choice is no longer available.

Exhibit A – South Dakota

| | | Recurring | Non-Recurring | Notes |
|---|--|-----------|---------------|-------|
| STANDARD SITES | | | | |
| Charge for removal of Terminations | | | | |
| DSO (per 100) | | | ICB | |
| DS1 (per termination) | | | ICB | |
| DS3 (per termination) | | | ICB | |
| OCN (per 12 fibers) | | | ICB | |
| Quote Preparation Fee (per collocation ordered) | | | \$4,469.55 | |
| SPECIAL SITES | | | | |
| QPF | | | \$1058.00 | |
| Network Assessment Fee | | | \$1663.00 | |
| Site Survey | | | \$150.00 | |
| | | | | |
| Reusable Elements | | | 50% Discount | |

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of May 8, 2003 through May 14, 2003

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

TELECOMMUNICATIONS

TC03-082 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and Midcontinent Communications, Inc.

On May 9, 2003, the Commission received a filing for approval of an Amendment to an Interconnection Agreement between Midcontinent Communications, Inc. and Qwest Corporation. According to the parties, the amendment is made in order to add to the agreement the Performance Assurance Plan as approved by the Commission and the Performance Indicator Definitions, as set forth in Attachments 1 and 2 to the amendment. The original agreement was approved by the Commission on May 5, 1999, in Docket No. TC99-023. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than May 29, 2003. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 05/09/03
Initial Comments Due: 05/29/03

TC03-083 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and McLeodUSA Telecommunications Services, Inc.

On May 9, 2003, the Commission received a filing for approval of an Amendment to an Interconnection Agreement between McLeodUSA Telecommunications Services, Inc. and Qwest Corporation. According to the parties, the amendment is made in order to add the terms, conditions and rates for Unbundled Loops, as set forth in Attachment 1 and Exhibits A and B to the amendment. The original agreement was approved by the Commission on July 23, 1999, in Docket No. TC99-057. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than May 29, 2003. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 05/09/03
Initial Comments Due: 05/29/03

TC03-084 In the Matter of the Application of X2Comm, Inc. d/b/a DC Communications for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.

X2Comm, Inc. d/b/a DC Communications has filed an application for a Certificate of Authority to provide interexchange telecommunications services in South Dakota. The applicant intends to provide inbound (toll free) and outbound long distance services to both residential and business customers. Inbound and outbound services will be available as switched and dedicated service.

Staff Analyst: Bonnie Bjork
Staff Attorney: Karen Cremer
Date Docketed: 05/09/03
Intervention Deadline: 05/30/03

TC03-085 In the Matter of the Application of Covista, Inc. for a Certificate of Authority to Provide Local Exchange Services in South Dakota.

Covista, Inc. has filed an application for a Certificate of Authority to provide resold and facilities based/UNE-P local exchange services in South Dakota.

Staff Analyst: Bonnie Bjork
Staff Attorney: Karen Cremer
Date Docketed: 05/12/03
Intervention Deadline: 05/30/03

TC03-086 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and Sprint Communications Company L.P.

On May 12, 2003, the Commission received a filing for approval of an Amendment to an Interconnection Agreement between Sprint Communications Company L.P. and Qwest Corporation. According to the parties, the agreement is amended by adding terms and conditions for Collocation Available Inventory, as set forth in Attachment 1 and Exhibit A to the amendment. The original agreement was approved by the Commission on November 13, 2001, in Docket No. TC01-151. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than June 2, 2003. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 05/12/03
Initial Comments Due: 06/02/03

TC03-087 In the Matter of the Filing for Approval of a Boundary Change between West River Telecommunications Cooperative and Qwest Corporation.

West River Telecommunications Cooperative and Qwest Communications have filed a joint petition for Commission approval of an exchange boundary change between West River's McLaughlin Exchange and Qwest's Timber Lake Exchange. Two customers have requested the boundary change in order to be served by West River.

Staff Analyst: Michele Farris
Staff Attorney: Karen Cremer
Date Docketed: 05/14/03
Intervention Deadline: 05/30/03

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

| | |
|-------------------------------------|-----------------|
| IN THE MATTER OF THE FILING FOR) | ORDER APPROVING |
| APPROVAL OF AN AMENDMENT TO AN) | AMENDMENT TO |
| INTERCONNECTION AGREEMENT BETWEEN) | AGREEMENT |
| QWEST CORPORATION AND SPRINT) | |
| COMMUNICATIONS COMPANY L.P.) | TC03-086 |

On May 12, 2003, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) an amendment to an interconnection agreement between Sprint Communications Company L.P. (Sprint) and Qwest. The agreement is amended by adding terms and conditions for Collocation Available Inventory as set forth in Attachment 1 and Exhibit A attached to the amendment.

On May 15, 2003, the Commission electronically transmitted notice of the filing of the amendment to interested individuals and entities. The notice stated that any person wishing to comment on the parties' request for approval had until June 2, 2003, to do so. No comments were filed.

At its duly noticed June 3, 2003, meeting, the Commission considered whether to approve the negotiated amendment to the agreement between Qwest and Sprint. Commission Staff recommended its approval.

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

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

Dated at Pierre, South Dakota, this 26th day of June, 2003.

| |
|--|
| CERTIFICATE OF SERVICE |
| The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon. |
| By: <u><i>Alaine Kolbo</i></u> |
| Date: <u>6/26/03</u> |
| (OFFICIAL SEAL) |

BY ORDER OF THE COMMISSION:

Robert K. Sahr

ROBERT K. SAHR, Chairman

Gary Hanson

GARY HANSON, Commissioner

James A. Burg

JAMES A. BURG, Commissioner