

DIVIDER

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

PU-2271-02-666

Sprint Communications Company L.P./Qwest Corporati
Interconnection Agreement Amendment

Application

Filed 12/26/2002

Closed 3/13/2003

02

DESCRIPTION

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

**Sprint Communications Company, L.P./Qwest Corporation
Interconnection Agreement Amendment
Application** **Case No. PU-2271-02-666**

**Arch Wireless Operating Company/Qwest Corporation
Interconnection Agreement Amendment
Application** **Case No. PU-2820-03-21**

**VAL-ED Joint Venture, L.L.P./Qwest Corporation
Interconnection Agreement Amendment
Application** **Case No. PU-2746-03-24**

**VP Telecom, Inc./Qwest Corporation
Interconnection Agreement
Application** **Case No. PU-2725-03-25**

**New Access Communications, LLC/Qwest Corporation
Interconnection Agreement Amendment
Application** **Case No. PU-2445-03-26**

**Joseph B. McNeal d/b/a Page Data/Qwest Corporation
Interconnection Agreement
Application** **Case No. PU-2822-03-63**

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 **30th day of January, 2003**, she deposited in the United States Mail, Bismarck, North Dakota **seven** 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-2271-02-666** Pages: 16

Affidavits of Service

by Public Service Commission

01/30/2003

CC: Comm Legal Ilona Jerry

Dan Kuntz
P O Box 1695
Bismarck ND 58502-1695

Cert. No. 7001 2510 0001 2975 2853

James Walter
VAL-ED Joint Venture LLP
702 Main Ave
Moorhead MN 56560
Cert. No. 7001 2510 0001 2975 2488

Steve Clay
New Access Communications LLC
120 S 6th St Ste 950
Minneapolis MN 55402
Cert. No. 7001 2510 0001 2975 2501

Joseph B McNeal
Page Data
P O Box 15509
Boise ID 83715
Cert. No. 7001 2510 0001 2975 2525

Sharon Helbling further deposes and says that on the **30th day of January, 2003**, 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.

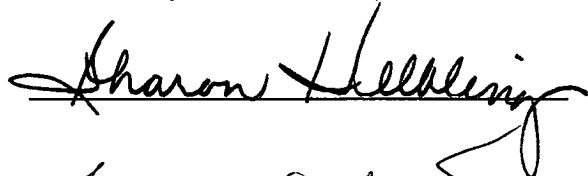
Scott Macintosh
Qwest Corporation
P O Box 5508
Bismarck ND 58502-5508

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 **30th day of January, 2003**.

SEAL



Notary Public

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

**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

**Sprint Communications Company, L.P./Qwest Corporation
Interconnection Agreement Amendment
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Interconnection Agreement
Application** **Case No. PU-2822-03-63**

AFFIDAVIT OF SERVICE BY ORDINARY MAIL OR E-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 **30th day of January, 2003**, she deposited in the United States Mail, Bismarck, North Dakota, envelopes by first class mail, fully prepaid, securely sealed, and/or e-mailed a copy of:

Notice of Opportunity to File Written Comments

To:

See Attached List

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

Subscribed and sworn to before me
this **30th day of January, 2003.**

SEAL

Sharon Helbling

Sandra L. Scott

Notary Public

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

mariep@telcogroupinc.com
Marie Pierre-Paul

wbrudvik@ohnstadlaw.com
William Brudvik

donlee@martin-associates.com
Don Lee

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

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

smassey@bepc.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

ltade@czn.com
Lance Tade
Citizens Telecomm of ND

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

sheba.chacko@btna.com
Sheba Chacko
Concert Communications Sales LLC
11911 Freedom Dr 11th Fl
Reston VA 20190

paul@consolidatedtelcom.com
Paul Schuetzler
Consolidated Telcom
PO Box 1077
Dickinson ND 58601-1077

ken@consolidatedtelcom.com
L Dan Wilhelmson
Consolidated Telcom
PO Box 1077
Dickinson ND 58601-1077

mjrasher@msn.com
Mary Jane Rasher
DCI Group

drtc@drtel.net
Darren Moser
Dickey Rural Telephone Cooperative
PO Box 69
Ellendale ND 58436-0069

bgipson@vartec.net
Becky Gipson
eMeritus Communications Inc
1600 Viceroy Dr
Dallas TX 75235

bgipson@vartec.net
Becky Gipson
Excel Telecommunications Inc
1600 Viceroy Dr
Dallas TX 75235

glenn.richards@shawpittman.com
Glenn Richards
Glenn Richards
ShawPittman
2300 N St NW

rlaqua@rrv.net
Ronald Laqua
Halstad Telephone Company
PO Box 55
Halstad MN 56548-0055

dbachman@ideaone.com
Darrel Bachman
IdeaOne Telecom
3239 39th St SW
Fargo ND 58104

jamie@ignus.com
Jamie Kubik
Ignus Inc
P O Box 9202
Fargo ND 58106-9202

kander@ictc.com
Keith Anderson
Inter-Community Telephone Company LLC
PO Box 8
Nome ND 58062-0008

susan.p.green@lmco.com
Susan Green
Lockheed Martin Global Telecomm
12506 Lake Underhill Rd MP 836
Orlando FL 32825

dconn@mcleodusa.com
Dave Conn
McLeodUSA
6400 C St SW
Cedar Rapids IA 52406-3177

meredith.girford@gecapital.com
Meredith Gifford
GE Business Productivity Solutions Inc
6540 Powers Ferry Rd
Atlanta GA 30339

cooperstown@mlgc.com
Ray Brown
Griggs County Telephone Company
Cooperstown ND 58425

hold@texas.net
Dana Wilson
Home Owners Long Distance Inc
8647 Wurzbach Rd #M-1
San Antonio TX 78240-1245

carl.billek@corp.idt.net
Carl Billek
IDT America, Corp.
520 Broad St 7th Fl
Newark NJ 07102

karen.johnson@integratelecom.com
Karen Johnson
Integra Telecom of North Dakota Inc
19545 Von Neumann Dr Ste 200
Beaverton OR 97006-6902

anewell@jato.net
Andrew R Newell
JATO Operating Two Corp
600 17th St Ste 18005
Denver CO 80202-5441

susan.a.travis@wcom.com
Susan Travis
MCI Worldcom
201 Spear St 9th Fl
San Francisco CA 94105

knations@mmfn.com
Karen Nations
Metromedia Fiber Network Services Inc
360 Hamilton Ave
White Plains NY 10601

gerrya@midrivers.com
Gerry Anderson
Mid-Rivers Telephone Coop Inc
PO Box 280
Circle MT 59215-0280

hfuglest@ndarec.com
Harlan Fugelsten
ND Assn Rural Electric Coops
PO Box 727
Mandan ND 58554-0727

pschaner@ndarec.com
Patti Schaner
ND Assn Rural Electric Coops
PO Box 727
Mandan ND 58554-0727

info@newaccess.cc
Steven C Clay
New Access Communications LLC
801 Nicollet Ave Ste 350
Minneapolis MN 55402

rer@norlight.com
Robert E Rogers
NorLight Inc
275 N Corporate Dr
Brookfield WI 53045

pat@ndta.net
Patricia Gisinger
North Dakota Telephone Assoc
PO Box 2614
Bismarck ND 58502-2614

ddunning@polarcomm.com
David Dunning
Polar Commun Mut Aid Corp
PO Box 270
Park River ND 58270-0270

ddunning@polarcomm.com
David Dunning
Polar Telecommunications Inc
PO Box T
Park River ND 58270

sbunn@mlgc.com
Shelie Bunn
Moore & Liberty Telephone Co
Enderlin ND 58027

dhill@ndarec.com
Dennis Hill
ND Assn Rural Electric Coops
PO Box 727
Mandan ND 58554-0727

jsilveira@netlojix.com
Janet Medeiros-Silveira
NetLogix Telecom Inc
501 Bath St
Santa Barbara CA 93101

lclemens@nft.net
Larry Clemens
Noonan Farmers Tele Co
Noonan ND 58765

laurie.willman@metro1.com
Laurie Willman
North By NortheastCom LLC

klund@nccray.com
Kenneth Lund
Northwest Communications Corp
PO Box 38
Ray ND 58849-0038

ddunning@polarcomm.com
David Dunning
Polar Telcom Inc
PO Box 270
Park River ND 58270-0270

donn@srt.com
Don Neqaard
Pringle and Herigstad P C
PO Box 1000
Minot ND 58702-1000

sschwan@qwest.com
Suzy Schwandt
Qwest Corporation

kblicke@qwest.com
Kent Blickensderfer
Qwest Corporation
PO Box 5508
Bismarck ND 58502-5508

mkambeii@qwest.com
Mel Kambeitz
Qwest Corporation
220 N 5th St
Bismarck ND 58501

smacint@qwest.com
Scott Macintosh
Qwest Corporation
PO Box 5508
Bismarck ND 58502-5508

maneill@qwest.com
Mary Ann Neill
Qwest Corporation
1801 California St Rm 4700
Denver CO 80202

saberry@qwest.com
Sharon Berry
Qwest Corporation
409 1st Ave N
Fargo ND 58102-4802

areyes@telfile.com
Ayanery Reyes
QX Telecom LLC
230 5th Ave Ste 800
New York NY 10001

pam@tnics.com
Pamela Harrington
RC Communications Inc
PO Box 197
New Effington SD 57255-0197

jeffolson@rrt.net
Jeff Olson
Red River Rural Tele Assoc
PO Box 136
Abercrombie ND 58001-0136

jeffolson@rrt.net
Jeff Olson
Red River Telecom Inc
PO Box 136
Abercrombie ND 58001-0136

royce@restel.net
Royce Aslakson
Reservation Telephone Cooperative
Parshall ND 58770

mbrestel@ndak.net
Marcia Burckhard
Reservation Telephone Cooperative
Parshall ND 58770

shaneh@restel.net
Shane Hart
Reservation Telephone Cooperative
Parshall ND 58770

pam@tnics.com
Pamela Harrington
Roberts Cty Tele Coop Assoc
New Effington SD 57255

bobhill@skylandnd.net
Bob Hill
Skyland Technologies Inc
P O Box 939
Williston ND 58802-0939

suelh@srttel.com
Sue Hamilton
SRT Communications Inc
P O Box 789
Minot ND 58702-0789

stevedl@srttel.com
Steve Lysne
SRT Communications Inc
P O Box 789
Minot ND 58702-0789

janehp@srttel.com
Jane Petersen
SRT Communications Inc
P O Box 789
Minot ND 58702-0789

kimrw@srttel.com
Kim Weydahl
SRT Communications Inc
P O Box 789
Minot ND 58702-0789

sthomas@talk.com
Sharon Thomas
Talk America Inc
12001 Science Dr Ste 130
Orlando FL 32826

lahall@usgs.gov
Lenora Hall
U S Geological Survey

kander@ictc.com
Keith Anderson
Valley Communications Inc
P O Box 8
Nome ND 58062

bonniek@westriv.com
Bonnie Krause
West River Telecomm Coop
PO Box 467
Hazen ND 58545-0467

paulihland@wtc-mail.net
Paul Ihland
Wolverton Telephone Company
Wolverton MN 56594

christm@srttel.com
Chris Morsefield
SRT Communications Inc
P O Box 789
Minot ND 58702-0789

johnar@srttel.com
John Reiser
SRT Communications Inc
P O Box 789
Minot ND 58702-0789

mdickers@state.nd.us
Marcy Dickerson
State Tax Department
State Capitol
Bismarck ND 58505

jennifer.arnold@uslink.com
Jennifer Arnold
U S Link Inc
P O Box 327
Pequot Lakes MN 56472-0327

kjvannin@usgs.gov
K Vannin
U S Geological Survey

anthony.gillman@verizon.com
Anthony Gillman
Verizon Select Services Inc
P O Box 110
Tampa FL 33601-0110

mickg@westriv.com
Mick Grosz
West River Telecommunications Coop
PO Box 467
Hazen ND 58545-0467

Jennifer Sikes
1-800 Reconex
2500 Industrial Ave
Hubbard OR 97032

Ann Faught
Absaraka Co-op Tele Co
Absaraka ND 58002

ACN Communications Services Inc
32991 Hamilton Ct
Farmington Hills MI 48334

Advanced Telcom Inc
19 Old Courthouse Sq
Santa Rosa CA 95404-4920

Arch Paging
11437 Valley View Rd
Eden Prairie MN 55344

Leeann Brunnette
AT&T
P O Box 71142
Clive IA 50325-0142

Kimberly Nielsen
AT&T Wireless
7277 164th Ave NE RTC-1
Redmond WA 98052

Jack Medaris
Atlas Communications LTD
P O Box 607
Conshohocken PA 19428-0607

John Broten
Bell Atlantic Communications Inc
1320 N Court House Rd 9th Fl
Arlington VA 22201

Jennifer Whitley
Business Discount Plan Inc
1 World Trade Ctr Ste 800
Long Beach CA 90831-0800

C12 Inc
200 Galleria Pkwy Ste 1200
Atlanta GA 30339

Scott Geston
Cable One of Fargo
P O Box 10624
Fargo ND 58106-0624

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

Citizens Telecomm Co of ND
3 High Ridge Pk
Stamford CT 06905

Robert Fallan
Coast International
14303 W 95th St
Lenexa KS 66215-5210

Comcast Business Communications Inc
650 Centerton Rd
Moorestown NJ 08057

Molli Harper
Commnet Cellular Inc
8350 E Crescent Pkwy Ste 400
Englewood CO 80111

Murray Barr
Competitive Strategies Group Inc
164 N Euclid Ave
Oak Park IL 60302-2106

Computer Integrated Communications Inc
8502 Bells Mill Rd
Potomac MD 20854-4071

Consolidated Telcom
PO Box 1077
Dickinson ND 58601-1077

Contact Communications
937 W Main St
Riverton WY 82501

Keith Larson
Dakota Central Tele Coop
PO Box 299
Carrington ND 58421-0299

Robert Hill
Daktel Communications LLC
P O Box 299
Carrington ND 58421-0299

Dickey Rural Communications Inc
PO Box 69
Ellendale ND 58436-0069

DIECA Communications Inc
3420 Central Expy
Santa Clara CA 95051-0703

Easton Telecom Services Inc
3046 Brecksville Rd #A
Richfield OH 44286-9399

Maria Abbagnaro
Essex Communications Inc
543 Main St
New Rochelle NY 10801-7214

Dave Waters
Fairpoint Communications Solutions
521 E Morehead St Ste 250
Charlotte NC 28202-2695

Ronald Rodemerk
Frontier Comm International
180 S Clinton Ave
Rochester NY 14646-0500

Lucille Nilson
Griggs County Telephone Company
Cooperstown ND 58425

D D D Calling Inc
6300 Richmond Ave Ste 304
Houston TX 77057

Keith Larson
Dakota Central Telecom I
PO Box 299
Carrington ND 58421-0299

Dave Dircks
DCN LLC
P O Box 180
Devils Lake ND 58301-0180

Dickey Rural Services Inc
P O Box 69
Ellendale ND 58436

DSLnet Communications LLC
545 Long Wharf Dr
New Haven CT 06511

Regulatory Dept
Essential.com Inc
5 Bragdon Ln Ste 200
Kennebunk Me 04043

Evercom Systems Inc
8201 Tristar Dr
Irving TX 75063-2824

Lawrence Freedman
Fleischman & Walsh
1400 16th ST NW
Washington DC 20036

Global Tel*Link Corporation
2609 Cameron St
Mobile AL 36607-3104

Group Long Distance Inc
9500 Toledo Way
Irvine CA 92618-1806

HJN Telecom Inc
3235 Satellite Blvd Bldg 400 Ste 300
Duluth GA 30096

HTC Services Inc
P O Box 55
Halstad MN 56548

Robert K Johnson
IdeaOne Telecom Group LLC
3239 39th St SW
Fargo ND 58104

Intrado Communications Inc
1601 Dry Creek Dr
Longmont CO 80503-6493

Russell Merbeth
Ionex Communications North Inc
15305 Dallas Pkwy Ste 1500
Addison TX 75001-6768

Nanette Edwards
ITC DELTACOM INC
4092 Memorial Pkwy SW
Huntsville AL 35802-1382

James Valley Coop Telephone Co
P O Box 69
Ellendale ND 58436-0069

KMAV AM/FM RADIO
PO Box 216
Mayville ND 58257-0216

Myer Shark
Knollwood Place Apts #221
3630 Phillips Pkwy
St Louis Park MN 55426

Level 3 Communications LLC
3555 Farnam St
Omaha NE 68131

Houlton Enterprises Inc
2201 W Bdwy Ste 1
Council Bluffs IA 51501

Julia Waysdorf
ICG Telecom Group Inc
161 Inverness Dr W
Englewood CO 80112

Ken Hanks
International Telcom Ltd
417 2nd Ave W
Seattle WA 98119

David A. Huberman
Intrado Communications Inc
1601 Dry Creek Dr
Longmont CO 80503-6493

IPVoice Communications Inc
14860 Montfort Dr Ste 210
Dallas TX 75254-6772

Larry Barnes
IXC/SSC-Regulatory Affairs
1122 S Capital of TX Hwy
Austin TX 78746-6426

Katherine E Ford
U S WEST
1801 California St Ste 5100
Denver CO 80202

KMC Telecom V Inc
1545 Rt 206
Bedminster NJ 07921

Thomas K Crowe
Law Offices of Thomas K Crowe PC
2300 M St NW Ste 800
Washington DC 20037

Local Telcom Holdings LLC
485 Madison Ave 15th Fl
New York NY 10022-5803

Jan Lowe
Long Dist Consolidated Billing Co
145 S Livernois Rd #199
Rochester MI 48307-1837

Jim Marchant
Maxcess Inc
P O Box 951419
Lake Mary FL 32795-1419

Michel Murray
MCI WorldCom Inc
707 17th St Ste 3600
Denver CO 80202

McKenzie Consolidated Telecom LLC
P O Box 1140
Watford City ND 58854-1140

Mid-Rivers Telephone Coop Inc
P O Box 280
Circle MT 59215

Mark Wilhelmi
Midstate Telephone Co
PO Box 400
Stanley ND 58784-0400

Mike Strand
MITS
PO Box 5237
Helena MT 59604-5237

Richard Thronson
Nemont Telephone Cooperative Inc
Scobey MT 59263

Nextel West Corp
2001 Edmund Halley Dr
Reston VA 20191-3436

Dave Dircks
North Dakota Telephone Company
PO Box 180
Devils Lake ND 58301-0180

Steven Katka
Loretel Systems Inc
13 E 4th Ave
Ada MN 56510

Marilyn Foss
MCI WorldCom Inc
707 17th St Ste 3600
Denver CO 80202

MCImetro Access Transmission Services
707 17th ST Ste 3600
Denver CO 80202

Midcontinent Communications
410 South Phillips Ave
Sioux Falls SD 57104

Gordon Wilhelmi
Midstate Communications Inc
PO Box 400
Stanley ND 58784-0400

Minnesota Independent Equal Access
Corp
10300 6th Avenue N
Plymouth MN 55441
Dave Crothers
NDATC
Box 1144
Mandan ND 58554-1144

New Edge Network Inc
3000 Columbia House Blvd Ste 106
Vancouver WA 98661

Dave Dircks
North Dakota Long Distance Inc
P O Box 180
Devils Lake ND 58301-0180

NOW Communications Inc
711 S Tejon St Ste 201
Colorado Springs CO 80903

Holly Sasscer
Operator Communications Inc
3530 Forest Ln Ste 200
Dallas TX 75234-7910

Jeff Walker
Preferred Carrier Services Inc
14681 Midway Rd Ste 105
Dallas TX 75001

Premiere Network Services Inc
1510 N Hampton Rd Ste 120
DeSoto TX 75115

Primus Telecommunications Inc
1700 Old Meadow Rd 3rd Fl
McLean VA 22102

Scott Lee
Protel Advantage Inc
3145 Hafner Ct
Shoreview MN 55126-3802

QuantumShift Communications Inc
101 Rowland Way Ste 300
Novato CA 94945

Heather Troxell
Qwest Communications Corporation
4250 Fairfax Dr
Arlington VA 22203

Charles Steese
Qwest Corporation
1801 California St Ste 5100
Denver CO 80202

Qwest Interprise America Inc
1801 California St 49th Fl
Denver CO 80202

Dean Polkow
RCC Network Inc
PO Box 2000
Alexandria MN 56308-2000

Kimberly Nielson
RTC-1
Legal & External Affairs
7277 164th Ave NE
Redmond WA 98052

Sandra Adams
NewPath Holdings Inc
4364 114th St
Des Moines IA 50322
Lisa Dabkowski
SNET America Inc
310 Orange St
North Haven CT 06510-1719

ServiSense.com Inc
115 Shawmut Rd
Canton MA 02021-1438

Andrew Jones
Sprint
6391 Sprint Pkwy
Overland Park KS 66251-6100

SRT Communications Inc
P O Box 789
Minot ND 58702-0789

Randy Burckhard
SRT Communications Inc
P O Box 789
Minot ND 58702-0789

Harris Saele
T P C Inc
PO Box 180
Devils Lake ND 58301-0180

Jack Medaris
Telco Partners Inc
P O Box 607
Conshohocken PA 19428-0607

Al Bosch
Tele-Beep Company
PO Box 7072
Bismarck ND 58502-7072

Telera Communications Inc
910 E Hamilton Ave Ste 200
Campbell CA 95008

Jonathan Marashlian
The Helein Law Group P C
8180 Greensboro Dr Ste 700
McLean VA 22102

Touch America Inc
40 E Bdwy
Butte MT 59701

Renata Dias
UKI Communications Inc
701 SW 27th Ave Ste 701
Miami FL 33135

Sam Billingsley
United States Advanced Network Inc
3080 Northwoods Cir
Norcross GA 30071-1562

Christina Tygielski
Universal Access Inc
Sears Tower 233 S Wacker Dr Ste 600
Chicago IL 60606-6307

Val-Ed Joint Venture LLP
150 2nd St SW
Perham MN 56573

Randy Houdek
Venture Communications Inc
PO Box 157
Highmore SD 57345-0157

West River Coop Telephone Co
P O Box 39
Bison SD 57620-0039

Doris Cooper
West River Long Distance Co
PO Box 467
Hazen ND 58545-0467

Tele-Tech Inc
2900 W 11th St
Sioux Falls SD 57104-3660

T-Netix Inc
P O Box 701028
Dallas TX 75370-1028

Kenneth Carlson
Turtle Mountain Communications
PO Box 729
Langdon ND 58249-0729

United Communications HUB Inc
225 S Lake Ave Ste 705
Pasadena CA 91106

Kenneth Carlson
United Telephone Mut Aid Corp
Langdon ND 58249

Dennis Houston
Universal Network Services of ND
1572 North Batavia St Ste 1A
Orange CA 92867

VarTec Telecom Inc
1600 Viceroy Dr
Dallas TX 75235

Brad Van Leur
VP Telecom Inc
1701 N Louise ave
Sioux Falls SD 57107

Darrell Henderson
West River Cooperative Telephone
Company
PO Box 39
Bison SD 57620-0039

Mick Grosz
West River Telecomm Coop
PO Box 467
Hazen ND 58545-0467

Western CLEC Corporation
3650 131st Ave SE #400
Bellevue WA 98006

Carolyn Fodor
Winstar
100 Galleria Bldg #212
Southfield MI 48034

WTC Competitive Services Inc
P O Box 129
Wolverton MN 56594

Z-Tel Communications Inc
601 S Harbour Island Blvd Ste 220
Tampa FL 33602-5925

Helbling, Sharon D.

From: Helbling, Sharon D.
Sent: Thursday, January 30, 2003 7:50 AM
To: ndna (E-mail)
Subject: Attached Notice of Opportunity to File Written Comments

**Colleen Park
North Dakota Newspaper Association**

Dear Colleen:

Please have the attached Notice of Opportunity to File Written Comments published as a legal publication, and run it as a "News Item Only" article as well, in the next issue of the ten North Dakota daily newspapers.

Please send the bill to the Public Service Commission, along with a tear sheet for billing purposes.

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

Thank you.

**Sharon Helbling
Public Utilities Division**

1/30/2003

4

PU-2271-02-666

Pages: 1

E-mail to NDNA requesting publication

by Public Service Commission

01/30/2003

CC: Comm Legal Ilona Jerry .

APPROVED

MOTION

DATE: 1-29-03
KMF

January 29, 2003

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Interconnection Agreement
Application**

Case No. PU-2822-03-63

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

JRL/sdh

**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

Sprint Communications Company L.P./Qwest Corporation Interconnection Agreement Amendment Application	Case No. PU-2271-02-666
Arch Wireless Operating Company/Qwest Corporation Interconnection Agreement Amendment Application	Case No. PU-2820-03-21
VAL-ED Joint Venture, L.L.P./Qwest Corporation Interconnection Agreement Amendment Application	Case No. PU-2746-03-24
VP Telecom, Inc./Qwest Corporation Interconnection Agreement Application	Case No. PU-2725-03-25
New Access Communications, LLC/Qwest Corporation Interconnection Agreement Amendment Application	Case No. PU-2445-03-26
Joseph B. McNeal d/b/a Page Data/Qwest Corporation Interconnection Agreement Application	Case No. PU-2822-03-63

NOTICE OF OPPORTUNITY TO FILE WRITTEN COMMENTS

January 29, 2003

On December 26, 2002, Qwest Corporation (Qwest) filed an application for approval of an amendment negotiated to its interconnection agreement with Sprint Communications Company L.P. of Overland Park, Kansas, Case No. PU-2271-02-666. This amendment sets forth rates, terms and conditions for CLEC-To-CLEC Cross Connections and Early Access.

On January 9, 2003, Qwest filed for approval of an amendment negotiated to its interconnection agreement with Arch Wireless Operating Company, Inc. of Westborough MA, f/k/a Mobile Communications Corporation of America, Case No. PU-2820-03-21. This amendment changes the term of the original agreement and sets forth rates, terms and conditions for Single Point of Presence in the LATA.

On January 10, Qwest filed for approval of an amendment negotiated to its interconnection agreement with Val-Ed Joint Venture, L.L.P. of Perham, MN, Case No. PU-2746-03-24. This amendment sets forth rates, terms and conditions for Collocation Available Inventory.

On January 10, 2003, Qwest filed for approval of an interconnection agreement negotiated with VP Telecom, Inc. of Sioux Falls, SD, Case No. PU-2725-03-25. This agreement adopts Qwest's Sixth Revised Statement of Generally Available Terms and Conditions (SGAT).

Also on January 10, 2003, Qwest filed for approval of an amendment negotiated to its interconnection agreement with New Access Communications, Inc. of Minneapolis, MN. Case No. PU-2445-03-26. This amendment adds Qwest's performance assurance plan and performance indicator definitions to the original agreement.

On January 24, 2003, Qwest filed for approval of an interconnection agreement negotiated with Joseph B. McNeal d/b/a Page Data of Boise ID, Case No. PU-2822-03-63. This agreement adopts a previously approved Paging Connection Agreement and any associated amendments between Qwest and Arch Paging, Inc. and Arch Wireless Operating Company, Inc. f/k/a Mobile Communications Corporation of America.

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:

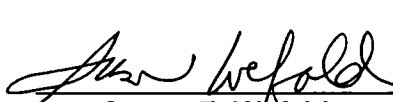
1. the agreement (or portion thereof) discriminates against a telecommunications carrier that was not a party to the agreement;
2. the implementation of the agreement (or portion thereof) is not consistent with the public interest, convenience, and necessity

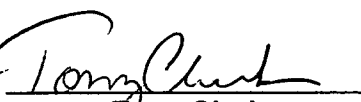
In addition, the Commission may include in its review state requirements that do not constitute barriers to entry under section 253. Section 252(e)(4) requires that the Commission must act to approve or reject an agreement adopted by negotiation within ninety (90) days after submission by the parties.

The Commission will receive written comments on these agreements until March 4, 2003.

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.

PUBLIC SERVICE COMMISSION


Susan E. Wefald
Commissioner


Tony Clark
President


Leo M. Reinbold
Commissioner

ZUGER KIRMIS & SMITH

COUNSELORS AND ATTORNEYS AT LAW

Lyle W. Kirmis
Lance D. Schreiner, P.C.
James S. Hill, P.C. **^
Patrick J. Ward*++^
Rebecca S. Thiem, P.C.**
Daniel S. Kuntz, P.C.
Jerry W. Evenson, P.C.^
Lawrence A. Dopson
Lawrence E. King, P.C.**
Tracy Vigness Kolb, P.C.
Shawnda R. Reid**+
Constance N. Hofland
Paul R. Sanderson

316 North Fifth Street
Provident Building
P.O. Box 1695
Bismarck, ND 58502-1695
(701) 223-2711
fax (701) 223-7387
www.zkslaw.com
email: zkslaw@zkslaw.com

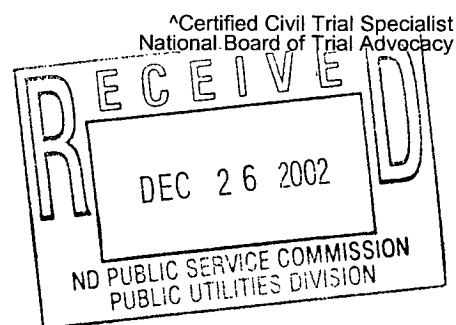
Of Counsel
John A. Zuger

Thomas O. Smith
1944-2001

Also licensed in
Illinois *
Minnesota **
Missouri+
Montana++
South Dakota^^

December 26, 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 Sprint Communications Company, LP

Dear Mr. Mielke:

Enclosed for filing are the original and seven copies of an Amendment to the Interconnection Agreement between Qwest Corporation and Sprint Communications Company, LP. The document amends an Interconnection Agreement that was approved by the Commission on January 16, 2002 in Case No. PU-2271-01-584. The Amendment adds terms and conditions for CLEC-To-CLEC Connections, CLEC-To-CLEC Cross Connections and Early Access. Contact information for Sprint Communications should be directed to Ken Ross, Director – Local Market Development, 6450 Sprint Parkway (MAILSTOP: KSOPHN0212) Overland Park, KS 66251. The telephone number is 913-534-6157.

Also enclosed is an extra copy of this letter. Please date stamp the extra copy of the letter and return it to me in the enclosed self-addressed postage-paid 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.
Ken Ross wo/enc.

1 PU-2271-02-666

Pages: 11

Interconnection Agreement Amendment
application
by Sprint Communications Company L.P./Qwest Corp

12/26/2002

CC: Comm Legal Ilona Jerry

**CLEC-To-CLEC Connections, CLEC-To-CLEC Cross Connections and Early Access
Amendment
to the Interconnection Agreement between
Qwest Corporation and
Sprint Communications Company, L.P.
for the State of North Dakota**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), formerly known as U S WEST Communications, Inc., 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 North Dakota which was approved by the North 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 CLEC-To-CLEC Connections, CLEC-To-CLEC Cross Connections and Early Access 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

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

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

Entire Agreement

This Amendment (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Amendment 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 Amendment.

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.

Sprint Communications Company, L.P.

W. Richard Morris
Signature

W. Richard Morris
Name Printed/Typed

V.P. - State External Affairs
Title

December 10, 2002
Date

Qwest Corporation

L. T. Christensen
Signature

L. T. Christensen
Name Printed/Typed

Director - Business Policy
Title

12/18/02
Date

ATTACHMENT 1

1. CLEC-to-CLEC Connections

For the purposes of this section, CLEC-to-CLEC is defined as a collocating telecommunications carrier as defined by the FCC in the Telecommunications Act of 1996.

1.1 Description

1.1.1 CLEC-to-CLEC Connections allow CLEC to connect with each other within a Qwest Premises for the purpose of mutually exchanging traffic.

1.1.2 CLEC-to-CLEC Connections may be used to connect Collocation spaces of two different parties within the same Qwest premises and may also be used to connect multiple forms of a CLEC's Collocations within the same Qwest premises (e.g., Physical to Physical, Physical to Virtual, Virtual to Virtual, or non-contiguous cageless bays).

1.1.3 There are two forms of CLEC-to-CLEC Connections:

- Direct CLEC-to-CLEC Connection is a path engineered by Qwest between two Collocation spaces, however the CLEC(s) will be responsible for placing and connecting the cable.
- CLEC-to-CLEC Cross-Connect is a cross connection, between two Collocation spaces, made on an Interconnection Distribution Frame (ICDF) utilizing the terminations of the two Collocation spaces. The CLEC-to-CLEC Cross-Connect is typically engineered and connected by Qwest. However, since the two Collocations spaces must reside on the same ICDF the CLEC may install the cross-connects.

1.2 Terms and Conditions for CLEC-to-CLEC Direct Connections

1.2.1 Qwest shall design and engineer the most efficient route and cable racking for the connection between the CLEC's equipment in its collocated spaces to the collocated equipment of another CLEC located in the same Qwest Premises, or to the CLEC's own non-contiguous Collocation space.

1.2.2 The most efficient route generally will be over existing cable racking, to the extent technically feasible. But to determine the most efficient route and cable racking, Qwest shall consider all information provided by the CLEC in the Application form, including, but not limited to, distance limitations of the facilities the CLEC intends to use for the connection. If the length of the most efficient route exceeds any such distance limitations, Qwest will notify the CLEC of available options. As referenced in the ANSI Standard T1.102-1993 "Digital Hierarchy" – Electrical Interface; Annex B, the maximum cabling distance limitations for DS1 and DS3 circuits (without regeneration devices), using the ideal cable facilities, are as follows:

TYPE OF CONNECTION DISTANCE LIMIT

DS1 850 feet (standard 50/100 pair)
 DS3 475 feet (using 734A/R59 cable)
 DS3 220 feet (using 735A type cable)

1.2.3 When the CLEC notifies Qwest of its preferred option, Qwest will proceed with the route design and Quote preparation. The Quote will include Channel Regeneration Charges, if applicable.

- 1.2.4 If, based on ANSI standards for cable distance limitations, regeneration is not required but is requested by CLEC, the quote will include the applicable charges. If, based on ANSI standards for cable distance limitations, regeneration is required, the quote will not include any charge for regeneration. If CLEC elects to have Qwest provide the channel regeneration, the quote will include the applicable charges
- 1.2.5 The CLEC shall have access to the designated route to construct such connection, using copper, coax, optical fiber facilities or any other technically feasible method, utilizing a vendor of the CLEC's own choosing.
- 1.2.6 If the cable terminates in one or more Virtual Collocation spaces, the CLEC originating the request must specify on the Application form if Qwest or an approved vendor will be responsible for terminating the cable in the Virtual Collocation space.
- 1.2.7 To order this product, one of the two Collocation sites must already be completed with a final Alternate Point of termination (APOT) provided.
- 1.2.8 If CLEC selects an approved vendor, CLEC must submit a Vendor LOA form with the CLEC Application form.
- 1.2.9 This product is for Collocation element to Collocation element combination only, and not for individual Unbundled Network Element (UNE) combinations.

1.3 Ordering CLEC-to-CLEC Direct Connections

- 1.3.1 CLEC-to-CLEC Connections shall be ordered as part of an initial Application for Collocation or may be ordered as an augment to an existing collocation.
- 1.3.2 CLEC-to-CLEC Connections are limited to transmission cable only, and no power cable may be run over the Qwest engineered route.
- 1.3.3 The CLEC is responsible for obtaining and submitting to its Sales Executive a Letter of Agreement (LOA) from each of the connecting collocating telecommunication carriers. A sample LOA may be found on the Qwest wholesale website.
- 1.3.4 The Application may be submitted electronically; the signed LOA must also be submitted via regular mail. This letter will state the intentions of both parties to use the Direct Connect to interconnect its network with that of another collocating telecommunications carrier at the ILEC's premises and to connect its collocated equipment to the collocated equipment of another telecommunications carrier within the same premises, provided that the collocated equipment is also used for interconnection with the ILEC or for access to the ILEC's UNEs. Fourth Report and Order; Rule §51.323(h). A Letter of Agreement is not required when one Collocator is connecting its multiple Collocations together within the same Qwest Premises.
- 1.3.5 The CLEC is responsible for the following:
 - Completing and submitting the Collocation Application.
 - Ordering and arranging the delivery of the equipment cable.
 - Contracting with a vendor, or using its own appropriately trained installers, to have all cabling installed on racking as designated by Qwest.
 - Ordering and supplying cable terminations (cable pair count) for all Virtual Collocations.
 - Understanding and complying with the Qwest Premises required MOP and technical publications
 - Installation of all termination blocks and any other associated equipment within each Physical Collocation space.

-Installation and maintenance of any regeneration equipment required in its Collocation site.

-Tagging both ends of the connection.

- 1.3.6 If the CLEC is submitting a request for CLEC-to-CLEC Direct Connection to be performed with the construction of the Collocation space, the CLEC must indicate this on the original Application. Subsequent requests for CLEC-to-CLEC Direct Connections require CLEC to submit an augment order to Qwest to verify the route for connections between the two Collocations. A request by CLEC for a Direct CLEC-to-CLEC Connection in conjunction with the construction of the Collocation space must be indicated on the original Collocation Application form.
- 1.3.7 Application -- Upon receipt of the applicable portions of a complete Collocation Application Qwest will perform a feasibility study to determine if adequate cable racking can be found for the placement of CLEC's copper, coax, or fiber optic cable, or any other Technically Feasible method used to interconnect CLEC's collocated equipment that is in separate locations in the same Qwest Premises, or to another CLEC's equipment in the same Premises. The feasibility study will be provided within ten (10) calendar Days from date of receipt of a complete Application. If Qwest determines that the Application is not complete, Qwest shall notify CLEC of any deficiencies within ten (10) calendar Days of the Application. Qwest shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, CLEC must cure any deficiencies in its Application and resubmit the Application within ten (10) calendar Days after being advised of the deficiencies.
- 1.3.8 The CLEC must indicate the type of connection required:
- Two party
 - One party with multiple forms of Collocation
 - Non-contiguous bay connectivity
 - The size and type of cable used with the connection must also be indicated, i.e., DS0, DS1, DS3 or fiber.
- 1.3.9 Quotation -- If existing cable racking is available, Qwest will provide the CLEC with a Quote and the specific cable rack route to the CLEC with the feasibility study. If additional cable racking is required to accommodate the CLEC's request, Qwest shall provide a Quote for the cable racking and the feasibility study to the within the ten (10) calendar days after receipt of the Collocation Application. Quotes will be honored for thirty (30) calendar days from the date the Quote is provided. During this period, the space is reserved pending the CLEC's Acceptance of the quoted charges.
- 1.3.10 Acceptance -- There are two forms of Acceptance for CLEC-to-CLEC Direct Connections
- CLEC-to-CLEC Direct Connections with existing cable rack. – The CLEC must submit payment of 100 percent of the quoted nonrecurring charges with its Acceptance. Upon receipt of a complete Collocation Acceptance, the CLEC may begin placement of its copper, coax or fiber cables along the Qwest designated cable rack route. Recurring charges will begin with the CLEC's Acceptance.
- CLEC-to-CLEC Direct Connections using new cable rack. – Upon receipt of a complete Acceptance from the CLEC (signed acceptance of the Quote and payment of the fifty percent of quoted charges), Qwest will begin construction of the new cable rack.
- 1.3.11 Interval – The construction interval for CLEC-to-CLEC Direct Connections shall be dependent upon whether the Direct Connection is to the COSMIC™ frame requiring a MELD™ and or if new

cable racking is required. Intervals for CLEC-to-CLEC Direct Connections can be found in the Service Interval Guide located on Qwest's Wholesale Web site.

- 1.3.12 If CLEC provides a complete Acceptance within thirty (30) calendar Days of receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Direct Connection above the DS0 level where no new cable racking is required within thirty (30) calendar Days of the receipt of the complete Collocation Acceptance. If Direct Connection is required at the DS0 level, to the COSMIC™, or if new cable racking needs to be installed, Qwest will provision the direct trunking within sixty (60) calendar Days of the receipt of the complete Collocation Acceptance.

1.4 Rate Elements for CLEC-to-CLEC Direct Connections

- 1.4.1 Nonrecurring CLEC-to-CLEC Connection Charges recovers the cost of order processing, design and engineering. Additional charges will be assessed for Virtual Collocation connections and cable holes, if applicable.

1.4.1.1 CLEC-to-CLEC Connection Charge - Includes order processing, feasibility study, quoting, engineering labor to engineer cable route and provided cable racking. This is a flat rate charge.

1.4.1.2 Additional labor charge for terminating cable in Virtual Collocation equipment (if applicable).

1.4.1.3 Cable hole charge if core drilling is necessary.

1.4.1.4 Regeneration, if applicable.

- 1.4.2 There are recurring charges for cable racking.

1.4.2.1 Cable racking for leasing the space on the racking.

1.4.2.2 Regeneration, if applicable.

2. CLEC-to-CLEC Cross Connections

2.1 Description

- 2.1.1. A CLEC-to-CLEC Cross-Connection (COCC-X) is defined as the CLEC's capability to order a cross-connection from its Collocation in a Qwest Premises to its non-adjacent Collocation space or to another CLEC's Collocation within the same Qwest Premises at the ICDF. This is accomplished by the use of the CLEC's Connecting Facility Assignment (CFA) terminations residing at the same ICDF and at the same service rate level. The tie cables to the common ICDF frame would be ordered through the existing Collocation Application form.

2.2 Terms and Conditions for CLEC-to-CLEC Cross Connection:

- 2.2.1 Qwest will provide the capability to combine these separate Collocations through an Interconnection Distribution Frame (ICDF). This is accomplished by the use of CLECs' Connecting Facility Assignment (CFA) terminations residing at an ICDF. Also, ICDF Cross Connections must terminate on the same ICDF at the same service rate level.
- 2.2.2 If CLEC has its own Dedicated ICDF, CLEC is responsible for ordering tie cables to the common ICDF frame/bay where the other CLEC resides. These tie cables would be ordered through the

existing Collocation Application form.

- 2.2.3 If two (2) CLECs are involved, one CLEC acts as the "ordering" CLEC. The ordering CLEC identifies both connection CFA's on the ASR. CLEC requests service order activity by using the standard ASR forms. These forms are agreed upon nationally at the OBF (Ordering and Billing Forum). Refer to the DMP (Document Management Platform)/Carrier/Carrier Centers/"A"/"ASOG" for copies of all forms including definitions of the fields. CLEC is responsible for obtaining these forms. Qwest will not reproduce copies for its Customers. The standard industry forms for CLEC-to-CLEC Cross Connections (COCC-X) are: Access Service Request (ASR), Special Access (SPE) and Additional Circuit Information (ACI).
- 2.2.4 This product is for Collocation element to Collocation element combination only, and not for individual Unbundled Network Element (UNE) combinations.
- 2.2.5 The CLEC is responsible for the end-to-end service design for the service connection. Depending on the distance parameters of the combination, regeneration may be required.
- 2.2.6 If, based on ANSI standards for cable distance limitations, regeneration is not required but is requested by CLEC, the quote will include the applicable charges. If, based on ANSI standards for cable distance limitations, regeneration is required, the quote will not include any charge for regeneration. If CLEC elects to have Qwest provide the channel regeneration, the quote will include the applicable charges

2.3 Ordering CLEC-to-CLEC Cross Connections

- 2.3.1 The tie cables to the common ICDF frame must be ordered through the existing Collocation Application form and must be pre-provisioned prior to CLEC's submission of an Access Service Request (ASR).
- 2.3.2 CLEC-to-CLEC Cross-Connections are ordered separately from a Collocation Application, utilizing the ASR process (CLEC-to-CLEC Cross Connections at ICDF).
- 2.3.3 CLEC is responsible for the end-to-end service design that uses ICDF cross-connection to ensure that the resulting service meets its Customer's needs. This is accomplished by CLEC using the Design Layout Record (DLR) for the service connection. Depending on the distance parameters of the combination, regeneration may be required.
- 2.3.4 If two (2) CLECs are involved, one CLEC acts as the "ordering" CLEC. The ordering CLEC identifies both connection CFA's on the ASR. CLEC requests service order activity by using the standard ASR forms. These forms are agreed upon nationally at the OBF (Ordering and Billing Forum). Refer to the DMP (Document Management Platform)/Carrier/Carrier Centers/"A"/"ASOG" for copies of all forms including definitions of the fields. CLEC is responsible for obtaining these forms. Qwest will not produce ASR forms for CLEC. The standard industry forms for CLEC-to-CLEC Cross Connections (COCC-X) are: Access Service Request (ASR), and Additional Circuit Information (ACI).
- 2.3.5 **Application** -- Upon receipt of the applicable portions of a complete Collocation Application (Subsections a, e, h and j). Qwest will perform a feasibility study to determine if adequate cable racking can be found for the placement of CLEC's copper, coax, or fiber optic cable, or any other Technically Feasible method used to interconnect CLEC's collocated equipment that is in separate locations in the same Qwest Premises, or to another CLEC's equipment in the same Premises. The feasibility study will be provided within ten (10) calendar Days from date of receipt

of a complete Application. If Qwest determines that the Application is not complete, Qwest shall notify CLEC of any deficiencies within ten (10) calendar Days of the Application. Qwest shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, CLEC must cure any deficiencies in its Application and resubmit the Application within ten (10) calendar Days after being advised of the deficiencies.

2.3.6 **Quotation** -- If existing cable racking is available, Qwest will provide the CLEC with a Quote and the specific cable rack route to the with the feasibility study. If additional cable racking is required to accommodate the CLEC's request, Qwest shall provide a Quote for the cable racking and the feasibility study to the CLEC within the ten (10) calendar days after receipt of the Collocation Application. Quotes will be honored for thirty (30) calendar days from the date the Quote is provided. During this period, the space is reserved pending the Acceptance of the quoted charges.

2.3.7 There are two forms of Acceptance for CLEC-to-CLEC Cross Connections.

Cross Connections with existing cable rack. -- The CLEC must submit payment of 100 percent of the quoted nonrecurring charges with its Acceptance. Upon receipt of a complete Collocation Acceptance, the CLEC may begin placement of its copper, coax or fiber cables along the Qwest designated cable rack route. Recurring charges will begin with the CLEC's Acceptance.

Cross Connections using new cable rack. -- Upon receipt of a complete Acceptance from the CLEC (signed acceptance of the Quote and payment of the 50 percent of quoted charges), Qwest will begin construction of the new cable rack.

2.3.8 **Interval** -- The construction interval for Cross Connections shall be dependent upon whether the Cross Connection is to the COSMIC™ frame requiring a MELD™ and or if new cable racking is required. Intervals for Cross Connections can be found in the Service Interval Guide located on Qwest's Wholesale Web site.

2.3.9 If CLEC provides a complete Acceptance within thirty (30) calendar Days of receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Direct Connection above the DS0 level where no new cable racking is required within thirty (30) calendar Days of the receipt of the complete Collocation Acceptance. If Direct Connection is required at the DS0 level, to the COSMIC™, or if new cable racking needs to be installed, Qwest will provision the direct trunking within sixty (60) calendar Days of the receipt of the complete Collocation Acceptance.

2.4 **Rate Elements for CLEC-to-CLEC Cross Connections**

There is a nonrecurring charge for Qwest performing the CLEC-to-CLEC Cross Connection. Regeneration, monthly and nonrecurring, if applicable.

3. **Early Access**

3.1 **Description**

Early Access to Collocation allows CLEC the option to install CLEC's equipment when Collocation space is physically conditioned, but prior to Qwest's completion of other supporting infrastructure work. The Early Access option enables CLEC to access the market more quickly.

3.2 Terms and Conditions

- 3.2.1 Early Access is offered with either Caged Physical or Cageless Physical Collocation.
- 3.2.2 Early Access must be coordinated by CLEC, the Qwest Wholesale Collocation Project Manager and the State Interconnection Manager (SICM) by Central Office (CO) building location.
- 3.2.3 Before Early Access is allowed, the workspace must be conditioned for the physical placement of CLEC collocated equipment, and work in the space must meet all applicable state and federal safety laws and regulations. For Caged Physical Collocation space, the enclosure must be complete before Early Access will be granted.
- 3.2.4 If some interference should occur with CLEC equipment installation due to potential common systems work, Qwest will work with CLEC as needed to coordinate the efforts of both parties. The work could include, but is not limited to, the placement of power cables and associated racking, any necessary heating, air conditioning (HVAC) and/or miscellaneous types of infrastructure work.
- 3.2.5 CLEC may request Early Access to Collocation space prior to the Ready for Service (RFS) date provided on CLEC initial Collocation Quote.
- 3.2.6 In order to obtain Early Access, in addition to the initial 50% payment, CLEC must pay 80% percent of the remaining 50% percent of the quoted nonrecurring charges before Early Access is granted, leaving a holdback of 10% percent of the originally quoted nonrecurring charges.

3.3 Ordering

- 3.3.1 To request Early Access, CLEC must contact the Qwest Wholesale Collocation Project Manager at colo@qwest.com, and provide CLEC requested location(s).
- 3.3.2 The Early Access date, will be negotiated between CLEC and Qwest. The Qwest Wholesale Project manager will email the firm date for the early access to CLEC prior to CLEC submitting its early access payment.
- 3.3.3 The final Alternate Point of Termination (APOT) will be provided when the entire construction activity has been completed and the remaining final nonrecurring charges have been paid.

3.4 Billing

- 3.4.1 Billing will start on the Early Access Date. This includes all appropriate (e.g., space and cable racking) recurring charges.

**Exhibit A
North Dakota***

Amendment				
			Recurring	Nonrecurring
				Notes
8.1.8	Channel Regeneration			
	DS1 Regeneration		\$2.54	\$500.41
	DS3 Regeneration		\$7.84	\$1,893.09
8.7 CLEC-to-CLEC				
8.7.1	Flat Charge (Design Engineering & Installation - No Cables)			\$826.45
8.7.2	Cable Racking (per Foot)			
	DS0		\$0.22349	
	DS1		\$0.23649	
	DS3		\$0.20638	
8.7.3	Virtual Connections (if applicable Connections only; No Cables)			
	DS0 (Per 100 Connections)			\$233.27
	DS1 (Per 28 Connections)			\$106.40
	DS3 (Per 1 Connection)			\$9.20
8.7.4	Cable Hole (if Applicable)			\$469.01
8.7.5	CLEC to CLEC Cross-Connection			\$266.98

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)

PU-2271-02-666; 03-21; 03-24; 03-25; 03-26; 03-27

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> 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. 		<p>A. Signature <input checked="" type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>Dan Kuntz PO Box 1695 Bonmarch MO 58502-1695</p>		<p>B. Received by (Printed Name) <i>ad out</i></p>	<p>C. Date of Delivery 1-31-03</p>
		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number (Transfer from service label)</p>		<p>7001 2510 0001 2975 2853</p>	
PS Form 3811, August 2001		Domestic Return Receipt	
		102595-02-M-1035	

PU-2271-02-666

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> 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. 		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>Ken Ross Sprint 6450 Sprint Pkwy Mailstop: KSO PHN 0212 Overland Park KS 66251</p>		<p>B. Received by (Printed Name) Weldon Pickens</p>	<p>C. Date of Delivery FEB 04 2003</p>
		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article (Transfer from service label)</p>			
PS Form		595-02-M-1035	

PU-2271-02-666

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> 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. 		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>Ken Ross Sprint 6450 Sprint Pkwy Mailstop KSO PHN 0212 Overland Park KS 66251</p>		<p>B. Received by (Printed Name) Gerald Vossen</p>	<p>C. Date of Delivery MAR 17 2003</p>
		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
		<p>3. Service Type</p> <p><input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	