## CARRIER-TO-CARRIER AGREEMENT CHECKLIST

INSTRUCTIONS: Please complete all applicable parts of this form and submit it with related materials when filing a carrier-to-carrier agreement pursuant to 47 U.S.C. 252 and OAR 860-016-0000 et al. The Commission will utilize the information contained in this form to determine how to process the filing. Unless you request otherwise in writing, the Commission will serve all documents related to the review of this agreement electronically to the e-mail addresses listed below.

1.	<b>PARTIES</b>	Requesting Carrier	Affected Carrier						
Name	of Party:								
Contac	ct for Processing Qu	uestions:							
Nan	ne:								
Tele	ephone:								
E-m	ail:								
Contac	ct for Legal Questic	ons (if different):							
Nan	ne:								
Tele	ephone:								
E-m	ail:								
Other	Persons wanting E-	mail service of documents (if any	):						
Nan	ne:								
E-m	ail:								
2.		TYPE OF FILING (Check all that apply. For example, parties seeking to adopt a previously approved agreement with new negotiated amendments should check both "Adoption" and "Amendment" categories.)  Adoption: Adopts interconnection agreement previously approved by the Commission.							
			&						
			der No(s).						
	Does filing adopt amendments to base agreement previously approved by the Commission?								
	NO								
	YES, a	approved in Docket ARB	, Order No(s)						
		: Seeks approval of new negotiate							
	<ul> <li>Does this filing replace an agreement between the same parties that was previously approved by the Commission?</li> </ul>								
	NO								
	YES, a	approved in Docket ARB	, Order No(s)						
	Amendment: Amends an existing carrier-to-carrier agreement.								
	• If the original agreement was negotiated, has it been approved by Commission?								
	NO, decision pending in Docket ARB								
	YES, a	approved in Docket ARB	, Order No(s)						
	• If original a	greement was an adoption, what v	vas its docket number? Docket ARB						
	Other: Please	explain.							

# Loop Mux Combination Amendment to the Interconnection Agreement between Qwest Corporation and Quantum Communications for the State of Oregon

This is an Amendment ("Amendment") for Loop Mux Combination to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Quantum Communications ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

## **RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of Oregon, that was approved by the Oregon Public Utility Commission on September 13, 2002, as referenced in ARB 451, Order No. 02-641 ("Agreement"); 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 Loop Mux Combination as set forth in Attachment 1 and Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

Rates in Exhibit A will reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission.

#### **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: Waivers**

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

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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.

Quantum Communications	Qwest Corporation
Signature / ///	Signature
Mank J Holden Name Printed/Typed	L. T. Christensen Name Printed/Typed
Title Manager	<u>Director – Business Policy</u> Title
9/23/03 Date	Date 12/12/05

#### **ATTACHMENT 1**

## **Loop Mux Combination**

## 9.23.8 Loop Mux Combination (LMC)

## 9.23.8.1 Description

- 9.23.8.1.1 Loop Mux Combination (LMC) is a combination of an unbundled loop and a DS1 or DS3 Mulitplexed facility. The Multiplexed facility is provided as an Interconnection Tie Pair (ITP) from the high side of the multiplexer to the CLEC's collocation. The multiplexer and the collocation must be located in the same Qwest Wire Center.
- 9.23.8.1.2 LMC provides the CLEC with the ability to access end users and aggregate DS1 or DS0 loops to a higher bandwidth via a DS1 or DS3 multiplexer. There is no transport between the multiplexer and collocation with Loop Mux Combination.
- 9.23.8.1.3 Qwest offers LMC as a billing conversion or new provisioning.

#### 9.23.8.2 Terms and Conditions

- 9.23.8.2.1 An Extended Enhanced Loop (EEL) loop may also be connected to the LMC multiplexed facility.
- 9.23.8.2.2 LMC will be provisioned where existing facilities are available.
- 9.23.8.2.3 The Loop Mux DS1 or DS3 facility must terminate in a collocation.
- 9.23.8.2.4 LMC will not be combined with Tariffed or Finished Services.

#### 9.23.8.3 Rate Elements

- 9.23.8.3.1 ITP charges apply to each circuit connected to the collocation. See Unbundled Loop for recurring charges.
- 9.23.8.3.2 LMC Loop (also referred to as Loop with Mux in Exhibit A). The LMC Loop is the Loop connection between the end user customer premises and the Multiplexer in the serving Wire Center where CLEC is collocated. LMC Loop is available in DS0 and DS1. Recurring and non-recurring charges will apply
- 9.23.8.3.3 LMC Multiplexing (also referred to as Loop Mux in Exhibit A). LMC Multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. Recurring and non-recurring charges will apply.

- 9.23.8.3.4 DS0 MUX Low Side Channelization. LMC DS0 Channel Cards are required for each DS0 LMC Loop connected to a 1/0 LMC Multiplexer. Channel Cards are available for analog Loop Start, Ground Start, Reverse Battery and No Signaling. See Channel Performance for Recurring Charges.
- 9.23.8.3.4 Nonrecurring charges for billing conversions to LMC are set forth in Exhibit A.

## 9.23.8.4 Ordering Process

- 9.23.8.4.1 Most UNE Combinations and associated products and services are ordered via a Local Service Request (LSR). Ordering processes are contained in this Agreement and in the PCAT. The following is a high-level description of the ordering process:
  - 9.23.8.4.1.1 Step 1: Complete product questionnaire with account team representative.
  - 9.23.8.4.1.2 Step 2: Obtain Billing Account Number (BAN) through account team representative.
  - 9.23.8.4.1.3 Step 3: Allow two (2) to three (3) weeks from Qwest's receipt of a completed questionnaire for accurate loading of LMC rates to the Qwest billing system.
  - 9.23.8.4.1.4 Step 4: After account team notification, place LMC orders via an LSR.
- 9.23.8.4.2 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 (POA) as set forth in this Agreement.
- 9.23.8.4.3 Standard service intervals for LMC are in the Service Interval Guide (SIG) available on www.qwest.com/wholesale.
- 9.23.8.4.4 Due date intervals are established when Qwest receives a complete and accurate LSR made through the IMA, EDI or Exact interfaces or through facsimile. For LMC, the date the LSR 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 LMC, 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 (4<sup>th</sup> of July), Labor Day, Thanksgiving Day and Christmas Day.

# 9.23.8.5 Billing

9.23.8.5.1 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.

## 9.23.8.6 Maintenance and Repair

9.23.8.6.1 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

	Oregon Rate Elements	100	Recurring	Non- Recurring
9.23.6	UNE Combinations Loop with MUX Combination (LMC)			
9.1				
	Interconnection Tie Pair (ITP)- Per			
	termination		\$6.05	
	DS1- Per Termination	$\vdash \vdash$	\$36.35	
	DS3 – Per Termination	H	φ30.33	
	Loop with MILV DS0 2/4 Wire Applea	$\vdash$		\$236.87
	Loop with MUX DS0 2/4 Wire Analog  Loop with MUX DS0 Wire 2/4 Wire Analog Each Additional	$\vdash$		\$153.92
	Loop with MUX DSU Wire 2/4 Wire Analog Each Additional			\$100.92
	Recurring DS0 2 Wire Rates			
	Zone 1		\$13.95	
	Zone 2		\$25.20	
	Zone 3		\$56.21	
	Recurring DS0 4 Wire Rates			
	Zone 1		\$27.90	
	Zone 2		\$50.40	
	Zone 3		\$112.42	
				0000.40
	DS1 Loop with MUX			\$296.16
	DS1 Loop with MUX Each Additional			\$214.82
	Recurring DS1		\$87.37	
	Private Line to Loop MUX Conversion			\$38.18
	LMC DS3 to DS1 Multiplexer		\$313.51	\$189.94
	LMC DS1 to DS0 Multiplexer		\$247.46	\$189.94
	DS1/DS0 MUX,Low Side Channelization		\$8.27	

