

## 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. PARTIES *Competitive Carrier*

Name of Party: Western Independent Networks, Inc.

Contact for Processing Questions:

Name: April McClure

Telephone: (503) 612-4431

E-mail: aprilm@win-networks.com

### *Incumbent Local Exchange Carrier*

Qwest Corporation

Carla Butler

(503) 242-5420

carla.butler@qwest.com

Contact for Legal Questions (if different):

Name:

Telephone:

E-mail:

Other Persons wanting E-mail service of documents (if any):

Name: Frank Richter

E-mail: srichter@win-networks.com

Steve Dea

intagree\*qwest.com~

### 2. TYPE OF FILING

NOTE: Parties making multiple requests (such as seeking to adopt a previously approved agreement and Commission approval of new negotiated amendments to that agreement) should submit a separate checklist for each requested action.

Adoption: Adopts existing carrier-to-carrier agreement approved by the Commission.

• Docket ARB

• Parties to prior agreement

&

New Agreement: Seeks approval of new negotiated agreement.

Does adoption or agreement replace an existing agreement between the parties?

•  NO

•  YES, Docket ARB

Amendment: Amends an existing carrier-to-carrier agreement.

Docket ARB 452

**Expedite Requests Amendment  
to the Interconnection Agreement between  
Qwest Corporation  
and  
Western Independent Networks, Inc.  
for the State of Oregon**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Western Independent Networks, Inc. ("CLEC"), an Oregon corporation. Qwest and CLEC shall be known jointly as the "Parties".

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement"), for service in the State of Oregon, that was approved by the Commission; and

WHEREAS, the Parties agree to amend the Agreement 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 Expedite Requests, as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein.

**Effective Date**

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

**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**

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

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

**Western Independent Networks, Inc.**



Signature

FRANK D. RICHTER

Name Printed/Typed

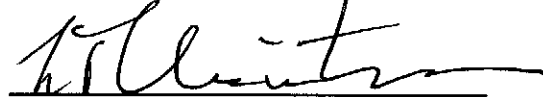
President / COO

Title

1/26/10

Date

**Qwest Corporation**



Signature

L. T. Christensen

Name Printed/Typed

Director - Wholesale Contracts

Title

2/18/10

Date

## **ATTACHMENT 1 Expedite Requests**

### **Definition**

"Miscellaneous Charges" mean charges that apply for miscellaneous services provided at CLEC's request or based on CLEC's actions that result in miscellaneous services being provided by Qwest.

### **Expedite Requests for LIS Trunk Orders**

7.3.5.2 Expedite requests for LIS trunk orders are available. Expedites are requests for intervals that are shorter than the interval defined in Qwest's Service Interval Guide (SIG) or Individual Case Basis (ICB) Due Dates. When expedites are approved, expedite charges apply per order for every day that the Due Date interval is shortened, based on the standard interval in the SIG or based on ICB criteria for Due Dates. Expedite charges apply to LIS trunk orders based on the rates described in Exhibit A.

7.3.5.2.1 CLEC will request an expedite for LIS trunks, including an expedited Due Date, on the Access Service Request (ASR).

7.3.5.2.2 The request for an expedite will be approved only when resources are available and the request meets the criteria outlined in the Pre-Approved Expedite Process in Qwest's Product Catalog at Qwest's wholesale web site.

### **Expedite Requests for Designed Unbundled Network Elements**

9.1.12 (i) Expedite – a Due Date that reflects a shorter service interval than is available in Qwest's Service Interval Guide; or that is a request for an earlier Due Date than has been established on a pending order; or that is required to meet a Due Date on a pending order due to design or other changes submitted by CLEC. Qwest will accommodate CLEC's request for an expedited installation if it can do so without delaying Due Dates or orders of other CLECs or End User Customers. Charges for expedited installations are in addition to nonrecurring charges for the service ordered. Prices for this miscellaneous service are market-based, using Qwest's Tariffed, cataloged, price listed, or other similarly documented prices, and are subject to change.

9.1.15 Expedite requests for designed Unbundled Network Elements are available. Expedites are requests for intervals that are shorter than the interval defined in Qwest's Service Interval Guide (SIG) or Individual Case Basis (ICB) Due Dates. When expedites are approved, expedite charges apply per order for every day that the Due Date interval is shortened, based on the standard interval in the SIG or based on ICB criteria for Due Dates. Expedite charges will apply to Unbundled Network Elements orders based on the rates described in Exhibit A.

9.1.15.1 CLEC will request an expedite for designed Unbundled Network Elements, including an expedited Due Date, on the Local Service Request (LSR) or the Access Service Request (ASR), as appropriate.

9.1.15.2 The request for an expedite will be allowed only when resources are available and the request meets the criteria outlined in the Pre-Approved Expedite Process in Qwest's Product Catalog for expedites at Qwest's wholesale web site.

Amendment				EAS / Local Traffic Reciprocal Compensation Election			Notes		
				Bill and Keep					
				Recurring	Recurring Per Mile	Non-Recurring	Other	Other	Other
<b>7.0 Interconnection</b>									
<b>7.8 Miscellaneous Charges</b>									
	7.8.1	Expedite Charge (LIS Trunks)				Qwests Oregon Access Service Tariff			
<b>9.0 Unbundled Network Elements (UNEs)</b>									
<b>9.20 Miscellaneous Charges</b>									
	9.20.14	Expedite Charge, per Day Advanced (see rates in Qwest s Tariff FCC No. 1 Section 5)				\$200.00			9
<b>NOTES:</b>									
9	Market-based prices, All charges and increments shall be the same as the comparable charges and increments provided in Qwest FCC, Retail Tariffs, Catalogs, or Price Lists.								