

**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.

1. PARTIES	<i>Requesting Carrier</i>	<i>Affected Carrier</i>	
Name:	<u>Covad Communications Company</u>	<u>Qwest Corporation</u>	<u>Don Mason</u>
Address:	<u>7901 Lowry Blvd.</u>	<u>Director-Interconnect</u>	<u>Qwest Corporation</u>
	<u>Denver, CO 80230</u>	<u>1801 California St., Ste. 2401</u>	<u>421 S.W. Oak, Ste. 810</u>
		<u>Denver, CO 80202</u>	<u>Portland, OR 97204</u>

2. PRIMARY CONTACT PERSON FOR PROCESSING INFORMATION:

Name: Jamaica L. Wilson Phone: (503) 727-2081  
Address: Perkins Coie LLP Fax: (503) 727-2222  
1211 S.W. Fifth Avenue, Suite 1500 E-Mail: jamaicawilson@perkinscoie.com  
Portland, OR 97204

3. 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.  
Parties to prior agreement \_\_\_\_\_ & \_\_\_\_\_  
Approved in Docket ARB \_\_\_\_\_, Order No(s). \_\_\_\_\_

Does filing adopt amendments to base agreement previously approved by the Commission?

NO  
 YES, approved in Docket ARB \_\_\_\_\_, Order No(s). \_\_\_\_\_

**New Agreement:** Seeks approval of new negotiated agreement.  
Does this filing replace an agreement between the same parties that was previously approved by the Commission?  
 NO  
 YES, 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, approved in Docket ARB 96,(1),(2), Order No(s). 99-248,01-1070,02-188

If original agreement was an adoption, what was its docket number? Docket ARB \_\_\_\_\_

**Other:** Please explain.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

October 1, 2002

***VIA HAND DELIVERY***

Ms. Cherie Powers  
Administrative Specialist  
Oregon Public Utility Commission  
Suite 215  
550 Capitol Street NE  
Salem, OR 97301-2551

**Re: Proof of Service of Materials Filed on September 4, 2002 in  
Docket ARB 96**

**EXPEDITED TREATMENT REQUESTED**

Dear Ms. Powers:

This letter is to advise you that today I served the materials that Qwest filed on September 4, 2002 in this docket (checklist, cover letter, and amendment to the interconnection agreement) on the CLEC's representative, as you requested. A certificate of service demonstrating completion of service is attached.

This is not the first communication Qwest has had with this CLEC regarding this issue. As we discussed yesterday, Qwest previously communicated with the CLEC regarding the filing of this agreement in other states. On August 22, 2002, Qwest sent the CLEC a letter notifying the CLEC that this agreement would be publicly filed in other jurisdictions and posted on the Qwest wholesale Web site for review by any interested parties. The CLEC was provided with an opportunity to object to that filing and posting. Qwest also followed up with telephone calls to the CLEC. The CLEC has not objected to either the public filing of the amendment or the corresponding publication of the agreement on Qwest's wholesale Web site.

Given that Qwest has completed service as you requested, I trust that you will now post the materials to the Commission's Web site to provide the public notice of the filing as described in OAR 860-016-0020. Qwest expected the posting and notice to occur on September 4, the date of filing. Qwest did not receive any indication that the Commission did not post the materials to the Commission's Web site until

Ms. Cherie Powers  
October 1, 2002  
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September 24, 2002, twenty days after the filing. Given that Qwest did not receive timely notice of the purported deficiencies in the filings, and that the CLEC has already received adequate prior notice of the filing of this agreement in other jurisdictions without voicing an objection, **Qwest requests that the Commission establish a 14-day time period for public comment, as permitted by OAR 860-016-0020(5).**

Thank you for your attention to this matter. If you have any questions, please contact me or Larry Reichman immediately.

Very truly yours,

Jay Nusbaum

JPN:kh

Cc: Megan Doberneck, Covad Communications Company  
Dhruv Khanna, Covad Communications Company  
Todd Lundy  
Alex Duarte  
Don Mason  
Larry Reichman

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**CERTIFICATE OF SERVICE**

**ARB 96**

I hereby certify that on this day I served the foregoing **Carrier-to-Carrier Agreement Checklist, Service Level Agreement- Unbundled Loop Services and Facility Decommissioning Agreement, and Cover Letter** which Qwest filed with the Public Utility Commission of Oregon on September 4, 2002, on the following persons by causing to be mailed a true copy thereof, contained in a sealed envelope, with postage prepaid, addressed to said persons at the following addresses and deposited in the post office at Portland, Oregon on this day:

**Covad Communications Company**  
**Megan Doberneck**  
**7901 Lowry Blvd.**  
**Denver, CO 80230**

**Covad Communications Company**  
**Attn: Dhruv Khanna, General Counsel**  
**3650 Bassett Street**  
**Santa Clara, CA 95050**

DATED: October 1, 2002.

**PERKINS COIE LLP**

By \_\_\_\_\_  
Lawrence Reichman, OSB No. 86083  
Jay P. Nusbaum, OSB No. 96378

*Attorneys for Qwest Corporation*

Jay Nusbaum  
PHONE: 503.727.2025  
EMAIL: nusbj@perkinscoie.com

September 4, 2002

**VIA HAND DELIVERY**

Ms. Cherie Powers  
Oregon Public Utility Commission  
Suite 215  
550 Capitol Street NE  
Salem, OR 97310

**Re: Public Utility Commission of Oregon Docket ARB 96, US WEST  
Service Level Agreement- Unbundled Loop Services between  
Qwest Corporation and Covad Communications Company.**

Dear Ms. Powers:

Pursuant to Section 252(e)(2) of the Telecommunications Act of 1996, Qwest Corporation ("Qwest") hereby submits three copies of the enclosed fully executed negotiated agreement, US WEST Service Level Agreement- Unbundled Loop Services between Qwest Corporation and Covad Communications Company, for filing with and approval by the Commission. Given the multi-state nature of this Agreement, the original is not available for filing. Also enclosed is a completed Carrier-to-Carrier Agreement Checklist, which includes the names of the parties, a contact person, and the type of filing. The electronic version was electronically filed on September 4, 2002.

Qwest has previously submitted hundreds of agreements with CLECs in Oregon for approval by the Commission under Section 252(e)(2). In addition to the filed agreements, Qwest also has implemented other contractual arrangements with CLECs that it does not believe fall within the filing requirements of Section 252.

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Earlier this year, questions were raised regarding Qwest's decisions in this area, most notably a complaint filed by the Minnesota Department of Commerce ("DOC") alleging, after a review of dozens of Qwest-CLEC contracts, that eleven should have been filed with the Minnesota PUC. Qwest promptly brought this matter to the Commission's attention in a letter dated March 11, 2002, including providing copies of our answer to the DOC complaint, and copies of those of the 11 identified agreements that also had applicability in Oregon. Qwest invited the Commission to review the agreements for itself. Qwest also filed a petition with the FCC requesting a declaratory ruling as to the scope of the Section 252(a) filing requirement in this area.

Qwest has at all times operated in good faith in filing with the Commission the pertinent interconnection agreements and amendments, and is committed to full compliance with the Act. As a further demonstration of our good faith, after this issue arose Qwest modified its processes and standards for all new agreements with CLECs. Qwest advised the Commission of this policy by letter on May 9, 2002. Under this policy, Qwest is broadly filing all contracts, agreements or letters of understanding between Qwest Corporation and CLECs that create obligations to meet the requirements of Section 251(b) or (c) on a going forward basis. Qwest believes that commitment goes well beyond the requirements of Section 252(a). For example, it reaches details of business-to-business carrier relations that Qwest does not think the Communications Act requires to be filed with state commissions for approval. However, we are committed to follow this standard until the FCC issues a decision on the appropriate line-drawing in this area. Qwest has not been filing routine day-to-day paperwork, orders for specific services, or settlements of past disputes that do not otherwise meet the above definition.

Older agreements provide a more complicated case. Qwest naturally has been concerned about second-guessing of its past filing decisions in an area where the standards have not been clearly defined. Nevertheless, Qwest is now taking a further step as a sign of its good faith. Specifically, Qwest has reviewed all of our currently effective agreements with CLECs in Oregon that were entered into prior to adoption of the new policy. This group includes those agreements that relate to Section 251(b) or (c) services on an on-going basis which have not been terminated or superseded by agreement, Commission order, or otherwise. Qwest has applied its broad new review standard to all such agreements and provided them here.

Qwest is petitioning the Commission to approve the attached agreement such that, to the extent any active provisions of such agreement relate to Section 251 (b) or (c), they are formally available to other CLECs under Section 252(i). For the Commission's benefit, Qwest has marked, highlighted or bracketed those terms and provisions in the agreement which Qwest believes relate to Section 251(b) or (c) services, and have not been terminated or superseded by agreement, Commission order, or otherwise, and are thus subject to filing and approval under Section 252. We are not asking the Commission to decide whether this agreement, or specific provisions therein, in fact are required to be filed under Section 252 as a matter of law. The Commission need simply approve those provisions relating to Section 251(b) or (c) services under its Section 252(e) procedures, and Qwest will make the going forward provisions related to Section 251(b) or (c) available under Section 251(i). Thus, the Commission does not at this time need to reach a legal interpretation of Section 252(a), or decide when the 1996 Act makes a filing mandatory, and when it does not.

As noted above, Qwest has not been and is not filing routine day-to-day paperwork, settlements of past disputes, stipulations or agreements executed in connection with federal bankruptcy proceedings, or orders for specific services. Included in this last category are contract forms for services provided in approved interconnection agreements, such as signaling, call-related databases, and operator or directory services. The parties may execute a form contract memorializing the provision of such services offered and described in the interconnection agreement. Qwest can provide examples of routine paperwork, order documents, or form contracts for the Commission's review.

Qwest realizes that this voluntary decision to submit the attached agreements does not bind the Commission with respect to the question of Qwest's past compliance. However, Qwest submits that it has acted in good faith. In any event, Qwest's actions here remove any argument with respect to Qwest's compliance with Section 252 now and going forward.

Qwest requests that the Commission approve the agreement as soon as reasonably practicable. Qwest reserves its rights to demonstrate that this agreement need not have been filed in the event of an enforcement action in this area. Meanwhile, however, Qwest will offer other CLECs any terms in effect for the benefit of the contracting CLEC pursuant to the policies and rules related to Section 251(i). Provisions that settle past carrier-specific disputes, that do not relate to

September 4, 2002

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Section 251, or that are no longer in effect are not subject to Section 251(i) and this offering.

As a further sign of good faith, Qwest will also be posting this agreement on the website it uses to provide notice to CLECs and announcing the immediate availability to other CLECs in Oregon of the interconnection-related terms and conditions. This will facilitate the ability of CLECs to request terms and conditions, subject to the Commission's decision approving the agreement filed here.

Given the confidentiality provisions contained in some of the agreements filed by Qwest and the fact that the CLECs involved may deem the information contained therein confidential, Qwest has redacted those terms, such as confidential settlement amounts relating to settlement of historical disputes between Qwest and the particular CLEC, confidential billing and bank account numbers and facility locations, which relate solely to the specific CLEC and do not relate to Section 251(b) or (c) services.

Thank you for your attention to this matter.

Sincerely yours,

Jay Nusbaum

JPN:jpn  
Enclosure

Cc: Don Mason  
Alex Duarte  
Todd Lundy  
Larry Reichman

**U S WEST Service Level Agreement with Covad Communications Company  
Unbundled Loop Services**

**[Trade Secret Data Begins]**

U S WEST is committed to provide its customers excellent service. In an effort to meet Covad's request, and to provide increased service to other co-providers, U S WEST agrees to make demonstrable improvements to its provisioning service performance on unbundled loops, in order to reach within a reasonable time the following service quality standards in the metropolitan areas where Covad provides to U S WEST wire center forecasts. These quality standards would apply under normal operating conditions, but they would not establish a level of performance to be achieved during periods of emergency, catastrophe, natural disaster, severe storm or other events affecting large numbers of telecommunications customers. These standards would not apply under extraordinary or abnormal conditions of operations such as those resulting from work stoppage or slowdown, or during periods of civil unrest. They would not apply during events outside the control or responsibility of U S WEST, such as cable cuts by third parties, vandalism, or conditions prompted by vendors or suppliers. The parties have agreed that U S WEST's performance will increase on step-level increments with a commitment to reach these service levels within 90 days.

**1. FOC Process**

U S WEST will provide 90% of Covad's Firm Order Confirmation (FOC) dates within 48 hours of receipt of properly completed service requests for POTS unbundled loop services. It is understood that these POTS services will not require loop conditioning activity of any sort (load coil or bridged tap removal). U S WEST will notify Covad of any facilities shortage issues for DSL capable, ISDN capable and DS1 capable services within this same 48-hour time period.

For DSL capable, ISDN capable and DS1 capable unbundled loop services, U S WEST will provide 90% of Covad's FOC dates within 72 hours of receipt of properly completed service requests. As part of the 72-hour FOC process, U S WEST will dispatch a technician to verify the existence of suitable facilities prior to providing Covad an FOC date.

## 2. Service Intervals

When facilities are available, U S WEST will provide Covad with unbundled loop service that does not require loop conditioning consistent with U S WEST's published Standard Interval Guide, as of March 91, 2100 at least 90% of the time. The standard intervals will not apply if Covad requests a later completion date, or if the order is delayed for customer cause, or reasons outside U S WEST's control. U S WEST will provide Covad with line sharing service (access to the high frequency spectrum network element) at least 90% of the time within the interval set forth in any line sharing agreement between Covad and U S WEST.

## 3. New Service Failures

U S WEST recognizes the need for a quality provisioning process, and is committed to providing circuits which are properly conditioned, tested and released right the first time. U S WEST will reduce the incidence of failure on new Covad circuits to less than 10% failure within the first 30 calendar days. For purposes of measurement, "failures" would be defined as U S WEST troubles, or troubles attributed to U S WEST facilities and central office equipment, or to U S WEST employees. "Failures" would not include repair tickets which are informational in nature, or troubles isolated outside the U S WEST network.

## 4. Facilities Problems

Covad service requests which are accepted, but can not be completed due to lack of facilities, would be resolved through the U S WEST "held order" process. For those service requests held due to line conditioning, U S WEST will provide Covad the option of paying for the line conditioning at the appropriate rate approved by the relevant State Commission, which U S WEST will complete in 24 days or less 90% of the time. Where U S WEST has committed to bulk conditioning in certain localities, U S WEST will provide Covad the additional option of retaining those service requests until U S WEST has completed the bulk conditioning in that locality. U S WEST will then process the service request and not charge Covad for the line conditioning. In those situations where the end user customer is served by digital loop carrier or off pair gain, U S WEST will notify Covad of that situation and provide it the option of submitting a service request for an ISDN capable loop compliant with TR-399 standards and U S WEST Technical Publication 77399. U S WEST will, where technically feasible, either install an appropriate ISDN card for those end user customers served by digital loop carrier or provide another ISDN option for those served off of pair gain in 10 days or less 90% of the time. Where it would not impact a current end user customer, U S WEST will perform a line and station transfer in order to provision the Covad service request in 10 days or less 90% of

the time. In a parallel effort, U S WEST will receive those orders already being "held" for lack of facilities within the next 60 days in the manner described in this paragraph for new service requests. For all service requests for which facilities cannot be made available in the manner described in this paragraph, U S WEST will notify Covad of that fact and, at the option of Covad, either place the service request on a service inquiry list or cancel or reject the service request.

Based on U S WEST's commitment to meet these service performance standards, Covad commits to withdrawing its opposition to the U S WEST/Qwest merger. U S WEST acknowledges that the resolutions reached in this service level agreement are for settlement purposes only and do not necessarily represent the position that Covad would take if it continued to litigate this proceeding. This service level agreement is not intended to modify, alter or waive any existing or future legal or contractual requirements that U S WEST provide service in shorter intervals or at a higher success rate than set forth in this agreement. Covad specifically reserves the right to take positions contrary to the resolutions agreed to in this service level agreement in any future proceeding before any state or federal regulatory, judicial or administrative body and to argue for entirely different results in any future proceeding before any state or federal regulatory, judicial or administrative body.

Trade Secret Data Ends

Dated: April 19, 2000

Ken G. Marcotte

*Ken G. Marcotte*  
Vice President, *by Ann M. Lavin*  
U S WEST Network Complex Services

Catherine Hemmer

*Catherine Hemmer*  
Executive Vice President,  
Covad Communications Company