

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:	_____	Qwest Corporation	Don Mason
Address:	SBC Telecom Inc	Director-Interconnect	Qwest Corporation
	308 South Akard, Ste. 1502	1801 California St., Ste. 2401	421 S.W. Oak, Ste. 810
	Dallas, TX 75202	Denver, CO 80202	Portland, OR 97204

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 227(1), (2), (3+4), (5), Order No(s). 00-677, 01-311, 01-546, 01-823
 If original agreement was an adoption, what was its docket number? Docket ARB 3
- Other:** Please explain.
ARB 405 Order No. 02-221
ARB 405 replaced ARB 227

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 ARBs 227/405**

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: David Hammock, SBC Telecom, Inc.
Debbi Soriano, SBC Telecom, Inc.
Steven Strickland, SBC Telecom, Inc.
Todd Lundy
Alex Duarte
Don Mason
Larry Reichman

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CERTIFICATE OF SERVICE

ARBs 227/405

I hereby certify that on this day I served the foregoing **Carrier-to-Carrier Agreement Checklist, Letter Regarding Proposed Settlement Terms 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:

David Hammock
SBC Telecom, Inc.
308 South Akard Ste 1502
Dallas, TX 75202

Steven Strickland
SBC Telecom, Inc.
5800 NW Parkway Rm 1T40
San Antonio, TX 78249

Debbi Soriano
SBC Telecom, Inc.
308 South Akard, Three SBC Plaza
Ste 1502
Dallas, TX 75202

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 ARBs 227 and 405,
Letter Regarding Proposed Settlement Terms between Qwest
Corporation and SBC Telecom Inc.**

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, Letter Regarding Proposed Settlement Terms between Qwest Corporation and SBC Telecom Inc., 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.

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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.

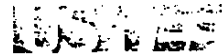
Sincerely yours,

Jay Nusbaum

JPN:jpn
Enclosure

Cc: Don Mason
Alex Duarte
Todd Lundy
Larry Reichman

U S WEST Communications, Inc.
1801 California Street, Suite 2410
Denver, CO 80202
Phone 303-896-6100
Fax 303-965-4667



life's better here ©

Kathy Fleming
Vice President
Interconnection Implementation

June 1, 2000

Thomas W. Hartmann
General Counsel
SBC Telecom Inc.
130 East Travis, 5th Floor
San Antonio, TX 78205

Dear Tom:

This letter documents the proposed settlement terms discussed between U S WEST Communications, Inc. ("U S WEST") and SBC Telecom, Inc. ("SBCT"). U S WEST and SBCT are referred to as the "parties." If both parties accept the terms of the settlement addressed in this letter, each will execute a copy of this letter in the signature spaces provided on the last page. Such signature pages can be executed in duplicate, and faxes will be treated as originals. All of the terms of settlement documented in this letter are expressly contingent upon: (1) SBCT's immediate and formal withdrawal, no later than June 2, 2000, in writing, of its opposition to the U S WEST/QWEST merger in those proceedings where SBCT is an intervenor; and (2) SBCT's immediate agreement not to intervene or otherwise oppose the U S WEST/QWEST merger in any other state forum. The terms of this proposed settlement shall apply in all U S WEST states in which SBCT is or becomes a certified telecommunications carrier.

1. IMPLEMENTATION OF INTERCONNECTION AGREEMENTS UPON SIGNATURE

Subject to SBCT's immediate and formal withdrawal in the above referenced proceedings, U S WEST will, at SBCT's request, process SBCT's service orders upon both parties' execution of an interconnection agreement prior to state commission approval of such interconnection agreement. This commitment only pertains to the processing of SBCT's orders for the establishment and testing of SBCT's network for the purpose of interconnection and does not include processing of orders for unbundled network elements. The parties agree that live customer traffic will not commence until after the relevant state commission approves the interconnection agreement, in accordance with the terms of the interconnection agreement. The parties further agree that any existing performance measurements or penalties that may be included in an

interconnection agreement or which apply to the interconnection agreement by state commission rule will not apply prior to state commission approval of the interconnection agreement. U S WEST shall receive and process all appropriate forms and information, in accordance with the interconnection agreement, that are necessary to activate pre-order, order, maintenance and repair systems on and after the date of the relevant state commission approval of the interconnection agreement. U S WEST shall implement this commitment no later than June 9, 2000. Consistent with the provisions in this paragraph and beginning June 9, 2000, SBCT may order, and U S WEST shall provision, services available under an interconnection agreement immediately upon execution of that interconnection agreement by both parties and before state commission approval; provided that SBCT has met the other U S WEST administrative prerequisites to place an order with U S WEST in the applicable state (e.g., co-provider questionnaire, forecasts). SBCT agrees to assume all the risks associated with a state commission's failure to approve, or modification of, the interconnection agreement, provided that U S WEST supports approval of the interconnection agreement. In addition, U S WEST shall be relieved of its obligations in this paragraph in a particular state if a commission in that state prohibits U S WEST from implementing an interconnection agreement upon signature, and prior to state commission approval, provided that U S WEST supports approval of the interconnection agreement.

2. PENDING DS3 FACILITY IN [REDACTED]

In addition to SBCT's immediate and formal withdrawal in the above referenced proceedings, SBCT will perform all activities necessary, including obtaining ladder racking and obtaining power, in order for U S WEST to terminate the OC12 at [REDACTED] and to provide the DS3. U S WEST will commit to a June 27, 2000 service ready date, if by June 12, 2000, SBCT can perform all activities necessary, including obtaining ladder racking and obtaining appropriate power, in order for U S WEST to make the OC12 operational and, consequently, provide the DS3. If SBCT cannot perform by June 12, 2000, U S WEST will make all reasonable efforts to provide the OC12 and DS3 as soon as possible, but no later than 15 business days after SBCT has performed all necessary activities required in order for U S WEST to make the OC12 operational and, consequently, provide the DS3. U S WEST will, upon SBCT's request, provide available services over copper facilities as they are available today.

3. AMENDMENTS TO INTERCONNECTION AGREEMENTS

When SBCT opts into an interconnection agreement under Section 252(i) of the federal Telecommunications Act of 1996, U S WEST will begin to negotiate amendments to those agreements in good faith prior to state commission approval of

Thomas W. Hartmann
June 1, 2000
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the interconnection agreement. Furthermore, when an amendment to an interconnection agreement is reached, U S WEST will implement the amendment upon execution by both parties prior to state commission approval of the interconnection agreement or the amendment, provided such action is not prohibited by the state commission in that state. This commitment only pertains to the processing of SBCT's orders for establishment and testing of SBCT's network for the purpose of interconnection and does not include processing of orders for unbundled network elements. The parties agree that live customer traffic will not commence until the appropriate state commission approves the interconnection agreement. The parties further agree that any existing performance measurements or penalties that may be included in the interconnection agreement or which apply to the interconnection agreement by state commission rule will not apply prior to the approval of the interconnection agreement by the relevant state commission.

4. AVAILABILITY OF INTERCONNECTION AGREEMENT AMENDMENTS
RESULTING FROM SETTLEMENT AGREEMENTS BY PARTIES TO THE
U S WEST/QWEST MERGER DOCKET

In those states where U S WEST has entered into a settlement agreement with a party to the U S WEST/QWEST merger docket which results in an amendment to the interconnection agreement between U S WEST and that party, U S WEST shall make that amendment available to SBCT in the state(s) where the amendment is filed. Upon execution of any amendment to an interconnection agreement with a party to the state merger proceeding which results from a settlement agreement with such party in the U S WEST/QWEST merger docket in a state proceeding, U S WEST will provide such amendment to SBCT within 7 business days after it has been filed for state commission approval. U S WEST will then expeditiously make available an identical amendment to SBCT, if SBCT desires.

The parties agree that they have engaged in negotiations with regard to the terms contained in this settlement document and, as such, any term cannot be used by one party against the other party as an admission or to prove that the party supports or has acquiesced in any way to the positions contained herein. The parties further agree, that for an alleged breach of a term contained in this agreement, an aggrieved party may use any procedural avenue available to the party provided by the underlying interconnection agreements, state statute or commission rules.

Very truly yours,


Katherine Fleming

TERMS OF SETTLEMENT ACCEPTED BY:

U S WEST Communications, Inc.

Kath L Fleming
[name]

V P Strategic Interconnect Integration
[title]

SBC Telecom, Inc.

[name]

[title]

TERMS OF SETTLEMENT ACCEPTED BY:

U S WEST Communications, Inc.

[name]

[title]

SBC Telecom, Inc.

Ronald L. Blah

[name]

President-SBC Telecom, Inc.

[title]