
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 *Requesting Carrier* *Affected Carrier*

Name: _____
Address: _____

2. PRIMARY CONTACT PERSON FOR PROCESSING INFORMATION:

Name: _____ Phone: _____
Address: _____ Fax: _____
_____ E-Mail: _____

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 _____, Order No(s). _____

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

_____ Other: Please explain.



November 1, 2002

Dennis C. Hruska
AT&T Broadband
V.P., Business Management
188 Inverness Drive West
Englewood, CO 80112-5211

Dear Mr. Hruska:

We have received your request that, under Section 252(i) of the Telecommunications Act of 1996, AT&T Broadband Phone of Oregon, L.L.C. ("CLEC" or "AT&T Broadband") wishes to "Pick and Choose" in its entirety, the terms of the Interconnection Agreement and any associated amendments, if applicable, (the "Underlying Agreement") between TCG-Oregon ("TCG") and Qwest Corporation fka U S WEST Communications, Inc. ("Qwest") that was approved by the Commission on May 19, 1997, as an effective agreement in the State of Oregon. AT&T Broadband Phone of Oregon, L.L.C., is a limited liability company formed in the state of Delaware. We understand you have a copy of the Underlying Agreement.

With respect to the Underlying Agreement, Qwest and CLEC ("the Parties") understand and agree:

1. The Parties shall request the Commission to expedite its review and approval of this adoption of the Underlying Agreement ("Adoption Agreement"). This Adoption Agreement shall be deemed effective upon such approval; however, the Parties agree to implement the provisions of this Adoption Agreement upon execution. Qwest acknowledges that, in advance of execution of this Adoption Agreement, CLEC completed and provided to Qwest New Customer Questionnaires. Within a reasonable amount of time, CLEC may place orders for the products and services of its choosing addressed by this Adoption Agreement and Qwest shall process such orders as set forth in the Underlying Agreement.
2. Notwithstanding the mutual commitments set forth herein, the Parties are entering into this Adoption Agreement without prejudice to any positions they have taken previously, or may take in the future, in any legislative, regulatory, or other public forum addressing any matters, including those relating to the types of arrangements contained in this Adoption Agreement. During the proceeding in which the Commission is to review and approve this Adoption Agreement, either Party may point out that it has objected, and continues to object, to the inclusion of the terms and conditions to which it objected in the proceedings involving the approval of the Underlying Agreement.
3. CLEC adopts the terms and conditions of the Underlying Agreement for interconnection with Qwest and in applying the terms and conditions, agrees that AT&T Broadband Phone of Oregon, L.L.C., be substituted in place of "TCG-Oregon" throughout the Agreement wherever the latter appears.

4. Pursuant to this opt-in arrangement, AT&T Broadband intends to place orders, as necessary, for directory listings, directories, number porting, subloops, and Operator and Directory Assistance Services for its customers using its own codes. However, although AT&T Broadband will have its own interconnection agreement with Qwest separate and apart from the TCG interconnection agreement, AT&T Broadband is currently reselling, and will continue to resell, the wholesale TCG switching and transport services in providing telephony services to its end users. Accordingly, all services and arrangements required in connection with the provision of wholesale switching and transport services for AT&T Broadband traffic (including interconnection, 911 connectivity, intercarrier compensation, etc.) will continue to be obtained or provided by TCG using TCG codes, pursuant to the TCG Interconnection Agreement. AT&T Broadband acknowledges that the preceding applies when the arrangement between AT&T Broadband and TCG remains materially the same. Changes in services ordered or offered by either party may incur additional costs as determined by the Underlying agreement.

5. Qwest requests that notice to Qwest Corporation as may be required under the Underlying Agreement shall be provided as follows:

To: Qwest Corporation
Director Interconnection Compliance
1801 California Street, Room 2410
Denver, CO 80202
Telephone: 303-965-3029
Facsimile: 303-965-3527

With copy to:
Qwest Corporation Law Department
Attention: General Counsel, Interconnection
1801 California Street, 38th Floor
Denver, CO 80202

CLEC requests that notice to CLEC as may be required under the Underlying Agreement shall be provided as follows:

To:	Tina S. Pyle Executive Director – Local Product Implementation AT&T Broadband 10 Independence Blvd., Room 1N23 Warren, NJ 07060 Telephone: (908) 626-6327 Facsimile: (908) 926-6352	With copy to:	Michael F. Hydock District Manager AT&T Corp. 1875 Lawrence Street, 8 th Fl Denver, CO 80202 Telephone: (303) 298-6653 Facsimile: (303) 298-6557
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CLEC represents and warrants that it is a certified provider of local dialtone service in the State of Oregon, and that this Agreement will cover services in that state only.

Please sign all four original copies of this letter, and overnight all four of them to Heidi Higer, 1801 California St, Suite 2410 – Denver, CO 80202 (Phone: 303-965-3029) by February 1, 2003. After February 1, 2003 Qwest may rescind its willingness to consider the Agreement's terms and conditions, and will consider that you have withdrawn from good faith negotiations.

Please note that Qwest will file this letter with the appropriate state commission for approval; however, some state commissions will not approve the letter until the CLEC is certified by the state commission. You may want to contact the appropriate state commission to determine the requisite filing guidelines.

Sincerely,

Date

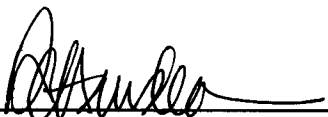


11/12/02

Qwest Corporation
L.T. Christensen
Director – Business Policy
1801 California Street, Suite 24th Floor
Denver, Colorado 80202

I agree to all terms and conditions contained in this letter as indicated by my signature below:

AT&T Broadband Phone of Oregon, L.L.C.



Signature

Dennis C. Hruska

Name
V.P. Business Management

Title
11/04/02

Date