
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.

**Interconnection Distribution Frame (ICDF) Collocation Amendment
to the Interconnection Agreement
between
Qwest Corporation
and
Wantel Telecommunications, Inc.
for the State of Oregon**

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

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") for service in the state of Oregon which was approved by the Oregon Public Utility Commission ("Commission") on December 3, 1999; and

WHEREAS, the Parties wish 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:

1. Amendment Terms

The Agreement is hereby amended by adding the terms, conditions and rates for Interconnection Distribution Frame (ICDF) Collocation, as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein.

2. Effective Date

This Amendment shall be deemed effective upon Commission approval; 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.

3. 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 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.

4. 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, amendments, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of this Amendment.

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.

Wantel Telecommunications, Inc.



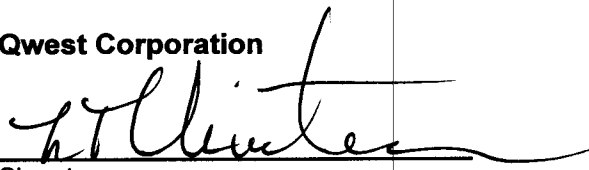
Signature
John Stadter

Name Printed/Typed
President

Title
10/2/02

Date

Qwest Corporation



Signature
L. T. Christensen

Name Printed/Typed
Director – Business Policy

Title
10/15/02

Date

ATTACHMENT 1

INTERCONNECTION DISTRIBUTION FRAME (ICDF) COLLOCATION

1.1 Interconnection Distribution Frame (ICDF) Collocation

1.1 Interconnection Distribution Frame (ICDF) Collocation -- is offered for the purpose of facilitating CLEC's combining of Unbundled Network Elements and ancillary services. Under ICDF Collocation, CLEC need not collocate equipment in the Qwest Wire Center. With ICDF Collocation, CLEC will have access to the Qwest Wire Center and an ICDF to combine UNEs and ancillary services. The ICDF connects through tie cables to various points within the Wire Center (e.g., MDF, COSMIC™ or DSX, etc.) providing CLEC with access to UNEs and ancillary services.

1.1.1 The ICDF is a distribution frame shared by multiple providers. If CLEC desires a dedicated distribution frame for the purpose of facilitating CLEC's combination of UNEs and ancillary services, CLEC may do so through the placement of a CLEC-owned Cross Connection device collocated in the Qwest Wire Center through either Caged or Cageless Physical Collocation.

1.2 Terms and Conditions – ICDF Collocation

1.2.1 ICDF Collocation is available for CLECs who have not obtained Caged or Cageless Physical Collocation, but who require access to the Qwest Wire Center for combining Unbundled Network Elements and ancillary services. ICDF Collocation provides CLECs with access to the Interconnection Distribution Frame, where Qwest will terminate the Unbundled Network Elements and ancillary services ordered by CLEC. CLEC may combine one UNE to another UNE or ancillary service by running a jumper on the ICDF. CLEC access to the ICDF will be on the same terms and conditions described for other types of Collocation. There are multiple frames that could be used for ICDF Collocation including, but not limited to, the following: a) existing Interconnection Distributing Frame (ICDF); b) existing DSX Panels for DS1 and DS3 services; c) new Interconnection Distributing Frame; d) existing toll frame; e) fiber distribution panel; and, f) existing intermediate frame.

1.2.2 All Qwest terminations on the ICDF will be given a frame address. Qwest will establish and maintain frame address records for Qwest terminations. Qwest will maintain assignment records for each Unbundled Network Element and ancillary service ordered by CLEC that is terminated on the ICDF. Qwest will provide CLEC with the frame assignments for each Unbundled Network Element and ancillary service terminated on the ICDF.

1.2.3 CLEC will be required to place the jumper connection between frame addresses to connect Unbundled Loops, ancillary and Finished Services. CLEC will be required to maintain the records for CLEC-provided jumpers.

1.3 Rate Elements - ICDF Collocation

1.3.1 The charges for ICDF Collocation are the nonrecurring and recurring charges associated with the Unbundled Network Elements or ancillary services ordered by CLEC, the cost of extending the Unbundled Network Elements or ancillary services to the Demarcation Point,

which are recovered through the ITP charges described in the UNE Section of the Agreement, and the Security charge described below.

1.3.2 Security Charge. This charge applies to the keys/card and card readers, required for CLEC access to the Qwest Premises for the purpose of Collocation. Charges are assessed per CLEC employee, per card, per Premises on a monthly basis as set forth in Exhibit A to this Amendment.

1.4 Ordering - ICDF Collocation

1.4.1 Application -- Upon receipt of a complete Collocation Application, Qwest will perform a feasibility study to determine if adequate space can be found for the placement and operation of CLEC's terminations within the Wire Center. The feasibility study will be provided within ten (10) calendar Days from date of receipt of a complete Application. The ICDF Collocation Application shall include a CLEC-provided eighteen (18) month forecast of demand, by DS0, DS1 and DS3 capacities, that will be terminated on the Interconnection Distribution Frame by Qwest on behalf of CLEC. Such forecasts shall be used by Qwest to determine the sizing of required tie cables and the terminations on each Interconnection Distribution Frame as well as the various other frames within the Qwest Wire Center.

1.4.1.1 If Qwest determines that the Application is not complete, Qwest shall notify CLEC of any deficiencies within ten (10) calendar Days of the Application. Qwest shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, CLEC must cure any deficiencies in its Application and resubmit the Application within ten (10) calendar Days after being advised of the deficiencies.

1.4.1.2 Quotation -- If space is available, Qwest will develop a quote for the supporting structure. Qwest will complete the quotation no later than twenty-five (25) calendar Days of providing the feasibility study. ICDF Collocation price quotes will be honored for thirty (30) calendar Days from the date the quote is provided. During this period, the space is reserved pending CLEC's Acceptance of the quoted charges.

1.4.1.3 Acceptance -- Upon receipt of a complete Collocation Acceptance, space will be reserved and construction by Qwest will begin.

1.4.1.4 Interval -- The interval for ICDF Collocation shall vary depending upon two (2) factors -- 1) whether the request was forecasted or the space was reserved; and 2) whether CLEC provides its Acceptance within seven (7) calendar Days of the quotation. When Qwest is permitted to complete a Collocation installation in an interval that is longer than the standard intervals set forth below, Qwest shall use its best efforts to minimize the extension of the intervals beyond such standard intervals.

1.4.1.4.1 Forecasted Applications with Timely Acceptance -- If a Premises is included in CLEC's forecast at least sixty (60) calendar Days prior to submission of the Application, and if CLEC provides a complete Acceptance within seven (7) calendar Days of receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within forty-five (45) calendar Days of the receipt of the complete Collocation Application.

1.4.1.4.2 Forecasted Applications with Late Acceptance – If a Premises is included in CLEC's forecast at least sixty (60) calendar Days prior to submission of the Application, and if CLEC provides a complete Acceptance more than seven (7) calendar Days but less than thirty (30) calendar Days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within forty-five (45) calendar Days of the receipt of the complete Collocation Acceptance. If CLEC submits its Acceptance more than thirty (30) Days after receipt of the Qwest quotation, the Application shall be resubmitted by CLEC.

1.4.1.4.3 Unforecasted Applications with Timely Acceptance – If a Premises is not included in CLEC's forecast at least sixty (60) calendar Days prior to submission of the Application, and if CLEC provides a complete Acceptance within seven (7) calendar Days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar Days of the receipt of the complete Collocation Application. This interval may be lengthened if space must be reclaimed or reconditioned. The need for an extended interval shall be provided to CLEC as a part of the quotation. CLEC may dispute the need for an extended interval, in which case Qwest must request a waiver from the Commission.

1.4.1.4.4 Unforecasted Applications with Late Acceptance – If a Premises is not included in CLEC's forecast at least sixty (60) calendar Days prior to submission of the Application and if CLEC provides a complete Acceptance more than seven (7) calendar Days but less than thirty (30) calendar Days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar Days of the receipt of the complete Collocation Acceptance. This interval may be lengthened if space must be reclaimed or reconditioned. The need for an extended interval shall be provided to CLEC as a part of the quotation. CLEC may dispute the need for an extended interval, in which case Qwest must request a waiver from the Commission.

1.5 Maintenance and Repair - Interconnection Distribution Frame

1.5.1 CLEC is responsible for block and jumper inventory and maintenance at the Interconnection Distribution Frame and using industry accepted practices for its terminations. Additionally, CLEC is responsible for having jumper wire and tools for such operations. Qwest is responsible for the overall repair and maintenance of the frame; including horizontal and vertical mounting positions, cable raceways, rings, and troughs, and general housekeeping of the frame.

**Exhibit A
Oregon**

8.0 Collocation				
8.1 All Collocation				
8.1.10 Security Charge				
Per employee, per Card		\$6.20		1
Central Office Security Infrastructure		ICB	ICB	3

NOTES:

* Unless otherwise indicated, all rates are pursuant to rates approved by the Oregon PUC. The rates are contained in Oregon Tariff #26 (Interconnection and Unbundled Elements), Section 10 and Oregon Tariff #24 (Access Service), Section

- [1] TELRIC-based rates not contained in current or pending Oregon Tariffs.
- [3] ICB, Individual Case Basis pricing.