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## CARRIER-TO-CARRIER AGREEMENT CHECKLIST

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**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**                      *Requesting Carrier*    *Affected Carrier*

Name of Party:

Contact for Processing Questions:

Name:

Telephone:

E-mail:

Contact for Legal Questions (if different):

Name:

Telephone:

E-mail:

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

Name:

E-mail:

**2. 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.

\_\_\_\_\_  
\_\_\_\_\_

**CLEC-to-CLEC Cross Connections Amendment  
to the Interconnection Agreement  
between  
Qwest Corporation  
and  
Allegiance Telecom of Oregon, Inc.**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Allegiance Telecom of Oregon, Inc. ("CLEC"), a Delaware corporation.

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of Oregon, that was approved by the Oregon Public Utility Commission on October 6, 2000, as referenced in ARB 276 ("Agreement"); and

WHEREAS, the Parties wish to amend the Agreement further 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 CLEC-to-CLEC Cross Connections, as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein.

Rates in Exhibit A will reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission.

**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 further agree that to the extent that CLEC has not yet emerged from Bankruptcy protection, nothing herein shall be deemed an approval of the assumption or rejection of the Agreement pursuant to section 365 of the Bankruptcy Code, and that assumption or rejection of the Agreement shall only occur upon (a) CLEC's express assumption or rejection of the Agreement pursuant to the Bankruptcy Code, and (b) approval of the U.S. Bankruptcy Court for the Southern District of New York. The Parties further agree that in connection with the foregoing, CLEC expressly reserves all of its rights under the Bankruptcy Code and applicable law to seek the assumption, assumption and assignment, or rejection of the Agreement.

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.

**Allegiance Telecom of Oregon, Inc.**

  
\_\_\_\_\_  
Authorized Signature

**John C. Gockley** \_\_\_\_\_  
**VP, Interconnection**

\_\_\_\_\_  
Title

9/29/03  
\_\_\_\_\_  
Date

**Qwest Corporation**

  
\_\_\_\_\_  
Authorized Signature

**L. T. Christensen** \_\_\_\_\_  
Name Printed/Typed

**Director – Business Policy** \_\_\_\_\_  
Title

9/30/03  
\_\_\_\_\_  
Date

## ATTACHMENT 1

### CLEC-to-CLEC Cross Connections

#### 1.0 Terms and Conditions

1.1 Qwest shall design and engineer the most efficient route and cable racking for the connection between CLEC's equipment in its collocated spaces to the collocated equipment of another CLEC located in the same Qwest Premises; or to CLEC's own non-contiguous Collocation space. The most efficient route generally will be over existing cable racking, to the extent Technically Feasible, but to determine the most efficient route and cable racking, Qwest shall consider all information provided by CLEC in the Application form, including but not limited to, distance limitations of the facilities CLEC intends to use for the connection. If the length of the most efficient route exceeds any such distance limitations, Qwest will notify CLEC of available options. When CLEC notifies Qwest of CLECs preferred option, Qwest will proceed with the route design and quote preparation. CLEC shall have access to the designated route and construct such connection, using copper, coax, optical fiber facilities, or any other Technically Feasible method utilizing a vendor of CLEC's own choosing. CLEC may place its own fiber, coax, copper cable, or any other Technically Feasible connecting facilities outside of the actual Physical Collocation space, subject only to reasonable NEBS Level 1 safety limitations using the route specified by Qwest. CLEC may perform such Interconnections at the ICDF, if desired. CLEC may interconnect its network as described herein to any other collocating Carrier, to any collocated Affiliate of CLEC, to any end user's premises, and may interconnect CLEC's own collocated space and/or equipment (e.g., CLEC's Physical Collocation and CLEC's Virtual Collocation on the same Premises). CLEC-to-CLEC Connections shall be ordered either as part of an Application for Collocation pursuant to the Agreement or separately from a Collocation Application in accordance with Section 2.0 below. CLEC-to-CLEC Cross Connections at an ICDF are available, as follows:

##### 1.1.1 CLEC-to-CLEC Cross Connections at the ICDF.

1.1.1.1 CLEC-to-CLEC Cross Connection (COCC-X) is defined as CLEC's capability to order a Cross Connection from its Collocation in a Qwest Premises to its non-adjacent Collocation space or to another CLEC's Collocation within the same Qwest Premises at the ICDF.

1.1.1.2 Qwest will provide the capability to combine these separate Collocations through an Interconnection Distribution Frame (ICDF). This is accomplished by the use of CLECs' Connecting Facility Assignment (CFA) terminations residing at an ICDF. Also, ICDF Cross Connections must terminate on the same ICDF at the same service rate level.

1.1.1.3 If CLEC has its own Dedicated ICDF, CLEC is responsible for ordering tie cables to the common ICDF frame/bay where the other CLEC resides. These tie cables would be ordered through the existing Collocation Application form.

1.1.1.4 CLEC is responsible for the end-to-end service design that uses ICDF Cross Connection to ensure that the resulting service meets its Customer's needs. This is accomplished by CLEC using the Design Layout Record (DLR) for the service connection. Depending on the distance parameters of the combination, regeneration may be required.

1.1.1.5 If two CLECs are involved, one CLEC acts as the "ordering" CLEC. The ordering CLEC identifies both connection CFA's on the ASR. CLEC requests service order activity by using the standard ASR forms. These forms are agreed upon nationally at the OBF (Ordering and Billing Forum). Refer to the DMP (Document Management Platform)/Carrier/Carrier Centers/"A"/"ASOG" for copies of all forms including definitions of the fields. CLEC is responsible for obtaining these forms. Qwest must not reproduce copies for its Customers, as this is a copyright violation. The standard industry forms for CLEC-to-CLEC Cross Connections (COCC-X) are: Access Service Request (ASR), Special Access (SPE) and Additional Circuit Information (ACI).

## **2.0 Ordering – CLEC to CLEC Connections**

2.1 Application -- Upon receipt of the applicable portions of a complete Collocation Application, Qwest will perform a feasibility study to determine if adequate cable racking can be found for the placement of CLEC's copper, coax, or fiber optic cable, or any other Technically Feasible method used to interconnect CLEC's collocated equipment that is in separate locations in the same Qwest Premises, or to another CLEC's equipment in the same Premises. The feasibility study will be provided within ten (10) calendar Days from date of receipt of a complete Application.

2.1.1 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.

2.2 Quotation -- If existing cable racking is available, Qwest will provide CLEC with a quote and the specific cable rack route to CLEC with the feasibility study. If additional cable racking is required to accommodate CLEC's request, Qwest shall provide a feasibility and quote to CLEC no later than ten (10) calendar Days of receipt of Collocation application. CLEC-to-CLEC Connection 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.

2.3 Acceptance -- There are two (2) forms of Acceptance for CLEC-to-CLEC Connections:

2.3.1 CLEC-to-CLEC connections with existing cable rack. – CLEC must submit payment of one hundred percent (100%) of the quoted nonrecurring charges with its Acceptance. Upon receipt of a complete Collocation

Acceptance, CLEC may begin placement of its copper, coax, or fiber cables along the Qwest designated cable rack route. Recurring charges will begin with CLEC Acceptance.

2.3.2 CLEC-to-CLEC Connections using new cable rack. – Upon receipt of a complete Acceptance from CLEC, Qwest will begin construction of the new cable rack.

2.4 Interval – Pursuant to Section 2.3.2 above, the construction interval for CLEC-to-CLEC Connections requiring the construction of new cable rack by Qwest shall be within sixty (60) calendar Days of the receipt of the complete Collocation Acceptance. If CLEC submits its Acceptance more than thirty (30) calendar Days after receipt of the Qwest quotation, the Application shall be resubmitted by CLEC.

### **3.0 Rates**

3.1 Rates are contained in Exhibit A of this Amendment.

Oregon-EXHIBIT-A

Amendment			
Contract Notes			
<p>1. This rate sheet reflects cost docket rates ordered by the Public Utility Commission of Oregon in Docket Nos. UM 773, UT 138 Phases II and III effective May 09, 2003.</p> <p>2. This rate sheet reflects the Wholesale Discount rate ordered by the Public Utility Commission of Oregon in Docket No. UM 962, Order No. 02-821 effective November 20, 2002.</p>			
	Recurring	Non-Recurring	Notes
<b>8 Collocation</b>			
8.7 CLEC-to-CLEC			
8.7.1 Flat Charge (Design Engineering & Installation - No Cables)		\$784.65	
8.7.2 Cable Racking (per Foot)			
8.7.2.1 DS0	\$ 2097		
8.7.2.2 DS1	\$ 2223		
8.7.2.3 DS3	\$ 1931		
8.7.3 Virtual Connections (if applicable - Connections only; No Cables)			
8.7.3.1 DS0 (Per 100 Connections)		\$191.23	
8.7.3.2 DS1 (Per 28 Connections)		\$89.56	
8.7.3.3 DS3 (Per 1 Connection)		\$6.11	
8.7.4 Cable Hole (if Applicable)		\$443.15	
8.7.5 CLEC to CLEC Cross - Connection		\$251.94	
<b>Notes</b>			
<p>* Unless otherwise indicated, all rates are pursuant to rates approved by the Oregon PUC Docket Nos. UM 773 Order No. 02-355, UM 884 Order No. 97-239, UT-148/UM 963, Order No 00-481, UT 138 Ph II Order No 02-184, UT 138 Ph III Order No. 03-085</p>			