BEFORE THE WASHINGTON STATE
UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of the Joint Application of	)	Docket No. UT-100820
	)	
QWEST COMMUNICATIONS INTERNATIONAL, INC. AND CENTURYTEL, INC.	)	
	)	
For Approval of Indirect Transfer of Control of Qwest Corporation, Qwest Communications Company LLC, and Qwest LD Corp.	)	
	)	
……	)	

EXHIBIT BJJ-6

TO THE

RESPONSIVE TESTIMONY

OF

BONNIE JOHNSON

ON BEHALF OF INTEGRA TELECOM

September 27, 2010

integra
TELECOM

www.integratelecom.com

April 9, 2009

VIA OVERNIGHT DELIVERY & E-mail

Warren Mickens
Vice President
Qwest Corporation
1801 California
Denver, CO 80202

Director – Interconnection Compliance &
Qwest Legal Department
Qwest Corporation
1801 California, Room 2410
Denver, CO 80202

RE: Reply to Qwest's 4/1/09 response to Integra's other written ICA notice letters, dated 3/6/09, 3/12/09, and 3/20/09; Ongoing request for business solution and more specific response to legal/ICA/industry standard issues; ICA written notice

Dear Mr. Mickens and Qwest Director of Interconnection:

Since 2007, Integra and its affiliated entities ("Integra") have raised HDSL/xDSL issues with various organizations within Qwest. Qwest service management suggested we bring the issues to CMP. In CMP, however, we recently received a response from Qwest that said: "if the issue as brought forth by Integra was specific to ICA language, this is not appropriate to be responded to in a CMP forum." At some point, someone within Qwest needs to take responsibility for this issue and provide specific responses to the very specific issues we have identified. I am escalating these issues to you and asking you to assist with resolution of this dispute. This letter serves as an additional effort by Integra to obtain more specific information about issues we have raised and to attempt to learn who at Qwest has ownership of this issue. I also respond to Qwest's April 1, 2009 letter regarding these issues.

I have enclosed as attachments many of the key documents that have been exchanged with Qwest since 2007 to attempt to obtain a resolution of this dispute. We repeat our request that Qwest provide a satisfactory resolution of this matter.

In its April 1, 2009 letter, Qwest combines the issues of nondiscrimination and breach of contract. We address Qwest's discrimination argument in the attachments to this letter. It appears that the companies are at an impasse on that issue (though Qwest has not provided all of the requested information or responded regarding the quoted information in Qwest's RPD). We also address Qwest's other arguments (which are

identical to those provided by Qwest in CMP) in the attachments to this letter. The last paragraph of Qwest's letter is particularly concerning, as it appears to violate arbitration orders in the dockets listed below, in addition to breaching the ICAs. To ensure there was not a misunderstanding within Qwest, Integra asked Qwest to review its position with the Qwest attorneys involved in those arbitrations and to revise its letter. Having provided no revised letter, Qwest appears to be intentionally maintaining its position.

Regarding interconnection agreement ("ICA") provisions, Qwest's contractual obligations are independent obligations that Qwest must address, in addition to discrimination. To the extent that Qwest addresses the ICA language at all, Qwest disregards the definitions in the ICA (such as the definition of HDSL2) that affect that language. Qwest has not responded to the vast majority of the provisions cited by Integra. Just one example of this is Section 12.4.3.5 of the Qwest-Eschelon ICAs in Minnesota, Oregon, Utah, and Washington, and the Qwest-Integra ICA in Minnesota. Please address this ICA section, as well as the other cited ICA provisions.

Regarding legal citations, examples of key items that Qwest has not responded to include 47 CFR §51.319(a)(1)(iii)(C) and the state commission rulings in the Qwest-Eschelon Section 252 ICA arbitrations regarding Issue 9-33 (ICA Section 9.1.9) in docket numbers Minnesota Docket No. P-5340, 421/IC-06-768; Oregon Docket No. ARB 775; Utah Docket No. 07-2263-03; Arizona Docket No. T-03406A-06-0572; T-01051B-06-0572; Washington Docket UT-063061. Please respond specifically as to these items, as well as the other legal citations provided by Integra.

Regarding CMP, Integra provided its final position statement very recently, on April 3, 2009, regarding Change Request (CR) PC082808-1IGXES [Integra's "Provision Loops Per Request CR"]. There is no need to repeat that information in this letter, as it is enclosed and readily available to you. As Qwest indicated in CMP that it will not be responding further in CMP, we are looking to you for responses to those outstanding issues. This includes, for example, our specific references to industry standards, which Qwest has not addressed. We do not believe the solution is to return the issue in some form to CMP, at least not without more information from Qwest and a commitment by Qwest to change its position that it has no obligation to move forward.

Regarding the remainder of Qwest's April 1, 2009 letter, Qwest denies our request per Section 2.6 of the CMP Document to distribute a PID-related notice, unless we use Qwest's unilaterally developed procedure. Though we do not recognize the Qwest procedure and disagree with Qwest's position, we will make a request using that process, while reserving our rights, for the simple reason that Qwest will not send the notice any other way. Although Qwest claims that Section 2.6 is outdated, it is in effect currently, and only a unanimous vote would change that provision. Liberty Consulting Group is the anticipated successor group that meets the terms of Section 2.6.

We look forward to receiving more specific responses from Qwest. Please let me know if you would also like to meet to address these issues.

Sincerely,

Stephen Fisher
Vice President, Corporate Operations
Integra Telecom
503-453-8501 (direct)

cc: Qwest Law Department
Attention: General Counsel, Interconnection
1801 California Street, 51st Floor
Denver, CO 80202

Qwest, by email, to: intagree@qwest.com; cmpcr@qwest.com; Daphne Butler, Ken Beck, Kathleen Salverda, Deborah Hartl, Kristi Coffin, Larry Christensen, Lynn Stecklein, Charles King, Nicole Martin, Keith Neib, Steve Dea, John Devaney, Jason Topp, John Stanoch

Integra, by email, to: Dan Wigger, Bonnie Johnson, Kim Isaacs, Doug Denney, Karen Clauson, Jeff Oxley

integra TELECOM

eschelon telecom, inc.

An Integra Telecom Company

6160 Golden Hills Drive - Golden Valley – Minnesota - 55416
PHONE: 763.745.8000
FAX: 763.553.2724

April 9, 2009

VIA OVERNIGHT DELIVERY & E-mail

John Stanoch
President, Minnesota
Qwest
100 S 5th Street
Minneapolis, MN 55402

Director – Interconnection Compliance &
Qwest Legal Department
Qwest Corporation
1801 California, Room 2410
Denver, CO 80202

RE: Compliance with Qwest-Eschelon and Qwest-Integra Minnesota ICAs and the Commission's Order re. Issue 9-33 in Docket No. P-5340, 421/IC-06-768

Dear Mr. Stanoch:

I am contacting you on behalf of Integra Telecom of Minnesota, Inc. ("Integra") and Eschelon Telecom on Minnesota, Inc. ("Eschelon"). We have raised certain issues regarding xDSL, and HDSL/HDSL2 specifically, with Qwest. I wanted to personally convey to you that these are important issues that affect your wholesale customers, Integra and Eschelon, as well as their end user customers in Minnesota. I ask for your help in resolving this dispute with Qwest.

I have enclosed a copy of a letter sent today by our Vice President, Corporate Operations, to Qwest that further explains the issues. Also enclosed are the attachments to that letter, which include many of the key documents that have been exchanged with Qwest since 2007 to attempt to obtain a resolution of this dispute. The final attachment contains relevant pages from the Qwest-Eschelon Minnesota ICA, which are also in the Qwest-Integra Minnesota ICA.

Please let me know if you will assist and if you would like to meet with us to attempt to resolve these issues.

Sincerely,

Dan Wigger
Vice President of Operations, Minnesota
Integra Telecom
763-745-8202 (direct)

cc: Qwest Law Department
Attention: General Counsel, Interconnection
1801 California Street, 51st Floor
Denver, CO 80202

Qwest, by email, to: intagree@qwest.com; cmpcr@qwest.com; Jason Topp, Ken Beck, Warren Mickens, Daphne Butler, Kathleen Salverda, Deborah Hartl, Kristi Coffin, Larry Christensen, Lynn Stecklein, Keith Nieb, Steve Dea, John Devaney

Integra, by email, to: Stephen Fisher, Bonnie Johnson, Kim Isaacs, Doug Denney, Karen Clauson, Jeff Oxley

ATTACHMENTS TO APRIL 9, 2009 LETTER
BY INTEGRA AND AFFILIATED ENTITIES ("INTEGRA") TO QWEST

#	DATE	DESCRIPTION
1	10/11/07	Integra email to Qwest service management escalating an issue regarding Qwest restricting testing to analog voice parameters when repairing an HDSL capable loop (2 wire non loaded)
2	11/5/07	Integra SVP email to Qwest's VP service management, confirming Integra escalated the issue of HDSL for delivery of T1 service in meeting held on 11/2/07
3	5/16/08 – 6/20/08	Integra email exchange with Qwest Regional VP, service management (ending with Qwest sending Integra to CMP)
4	8/28/08	Integra Provision Loops Per Request CR - Change Request (CR) #PC082808-1IGXES – submitted to Qwest CMP via email[1]
5	2/4/09	Integra's CMP comments in response to Qwest request for feedback as to issues related to Provision Loops Per Request CR, sent to Qwest CMP via email
6	2/4/09	Integra's Facilities Assignment USOC CR, #PC020409-1EX, submitted to Qwest CMP via mail (using CMP "exception" process)[2]
7	2/17/09	CMP Voting Ballot re. the vote held on Integra's request for an exception to the CMP processes to recognize that some CMP process steps were not necessary due to Qwest work already done on USOC implementation. All participating CLECs (9 CLECs) voted in favor of the exception request, and only Qwest voted against the exception.
8	2/18/09	Qwest CMP Denial (erroneously dated 2/17/09) of Integra's Facilities Assignment USOC CR, sent via 2/18/09 email
9	3/5/09	Integra CMP Escalation (#44) of Qwest's denial of the Facilities Assignment USOC CR
10	3/6/09	Integra formal ICA notice letter to Qwest (sent via overnight delivery); subject line: "Written Notice- ICA §§12.1.6, 9.1.2, 9.1.9, 9.2.2.1.1, 9.2.2.1.2, 9.2.2.3 (and OR Integra ICA, Att. 3, §2.1 and subparts) & CMP Document Section 2.6; CMP CR ## PC020409-1EX and PC082808-1IGX"
11	3/9/09	Integra emails forwarding its ICA notice letter (see Row #10 above) to additional personnel at Qwest
12	3/11/09	Qwest letter sent via overnight delivery and by email requesting additional information re. Integra's 3/6/09 letter

[1] For complete CR detail, including Qwest CMP meeting minutes, see http://www.qwest.com/wholesale/cmp/archive/CR_PC082808-1IGXES.html
[2] For complete CR detail, including Qwest CMP meeting minutes, see http://www.qwest.com/wholesale/cmp/archive/CR_PC020409-1EXES.html

#	DATE	DESCRIPTION
13	3/11/09	Integra email response to Qwest's 3/11/09 request for clarification, including CMP Document Section 2.6. For remaining attachments to the email, see Row Nos. 4, 6, 9 and 12 above.
14	3/12/09	Integra formal ICA notice letter to Qwest (sent via overnight delivery and email) with additional citations in response to Qwest's 3/11/09 request
15	3/13/09	Qwest CMP Denial of Integra's Provision Loops Per Request CR, sent via email
16	3/13/09	Qwest CMP Binding Response denying Integra's escalation of the Facilities Assignment USOC CR (sent first on 3/13/09 and again on 3/17/09 to include CLECs that joined the escalation but were omitted as participants on the 3/13/09 Qwest response due to Qwest system error)
17	3/13/09	Integra email to Qwest CMP, interconnection, service management, and legal personnel, attaching Qwest's CMP denial (see Row #15 above) and asking Qwest to respond to ICA citations and 47 CFR §51.319(a)(1)(iii)(C)
18	3/13/09	Integra email to Qwest, quoting section 2.3 of the Qwest-Eschelon ICAs and SGATs (stating ICA controls over technical publications)
19	3/20/09	Integra's CMP Escalation (#45) of Qwest's Denial of Integra's Provision Loops Per Request CR, sent via email
20	3/20/09	Integra's CMP Position Statement in response to Qwest's Binding Response denying Integra's escalation of its Facilities Assignment USOC CR, sent via email
21	3/20/09	Integra formal ICA notice letter to Qwest (sent via overnight delivery and email). For attachments to the email, see Row Nos. 19 and 20 above.
22	3/27/09	Qwest Binding Response denying Integra's escalation of its Provision Loops Per Request CR, sent via email
23	4/1/09	Qwest Reply to Integra's ICA notice letters of 3/6/09, 3/12/09 and 3/20/09 (sent by email and overnight delivery, but not to appropriate contact person via ICA notice provisions)
24	4/1/09	Integra email to Qwest regarding Qwest's 4/1/09 letter (see Row #23 above), asking Qwest to review it with the Qwest attorneys involved in the Qwest-Eschelon ICA arbitrations (Issue 9-33) and to revise the letter accordingly
25	4/3/09	Integra's Position Statement regarding Qwest's Binding Response denying Integra's escalation of its Provision Loops Per Request CR, sent via email
26	3/12/08 (Eschelon) & 8/28/08 (Integra)	Excerpts from Qwest-Eschelon Minnesota ICA & Order approving Qwest-Integra Minnesota ICA (based on opt-in of the Qwest-Eschelon Minnesota ICA), including Exhibit A pages from Amendment Two (executed and either filed or soon to be filed with Commission for approval)

From: Petersen, Richard J.
Sent: Thursday, October 11, 2007 12:03 PM
To: 'Dobesh, Mary'
Cc: Isaacs, Kimberly D.; Petersen, Richard J.
Subject: ESCALATION – [Customer information Redacted] -- WA customer
Importance: High

Mary -

We have a trouble ticket open on the above customer, and we need to escalate it with you.

[Customer information Redacted]
[Customer information Redacted]
[Customer information Redacted]
[Customer information Redacted]
CEMR # OW094124

We ordered the T-1 for this customer with HDSL2 technology, thus two circuit IDs. The NCI code for both circuits is: 02QB9/00H, which, as Kim tells me, identifies the circuits as HDSL2 T-1 circuits. The problem is that Qwest (I had conversations with both a hi-cap person and a designed circuit person), per CEMR OW094124, does not recognize these circuits as hi-cap or HDSL2. They see the circuits as straight DS0, 2-wire circuits, although they agree that we ordered the circuits as unbundled, non-loaded loops (LX-N), that have a 4-hr. commit time. But they don't seem to recognize or understand what the 00H means in the circuit nomenclature. And the testing reported in the CEMR ticket shows copper testing, not HDSL2 testing.

Would you please work this issue within Qwest so that Qwest Repair recognizes this customer as having HDSL2 T-1 service and proceeds accordingly?

CEMR OW094124 was bonded back to us yesterday at 15:29, and we have not yet closed it.

Let me know if you have any questions.

Thank you!!

Rick Petersen
Supervisor, Repair Service Bureau
Eschelon Telecom, Inc.
An Integra Telecom Company
Voice: 612.436.6035
Fax: 612.436.6135
email: rjpetersen@eschelon.com

From: Bennett, Dave [mailto:dave.bennett@integratelecom.com]
Sent: Monday, November 05, 2007 7:23 AM
To: Stading, Brian
Subject: Open Issues

Brian, As was discussed in our meeting on Friday, please find a brief description of the outstanding operational issues.

- Gaps in the New Customer Questionnaire Process – Qwest's current process to update Qwest's New Customer Questionnaire to support integration activities (i.e. contact changes, billing address changes and billing media) is inefficient and prone to Qwest errors. There is no feedback from Qwest on the status of the updates and it appears that updates are not communicated to the Qwest functional teams in a timely manner. In our past experience, we have seen billing address changes and bill media changes that took 6 months to 1 year and required multiple escalations to our service management team to complete.
- Repair interval for 2 Wire Non Loaded Loops – The repair commitment for 2 Wire Non-Loaded Loops is 4 hours. The Qwest repair center has difficulty differentiating between 2 Wire Non Loaded Loops (4 hour repair commitment) and 2 Wire Analog Voice Grade Loops which have a 24 hour commitment because the 2 Wire Non-Loaded Loop and the 2 Wire Analog Voice Grade Loop share the same service modifier code (LXFU). Note: Integra requests 2 Wire Non-Loaded Loops with HDSL network interface codes to deliver T1 level service our customers.
- Over the past 6 months, Integra has experienced an increase in the number of orders that are held for Qwest facilities which are release with a new FOC due date, only to be re-held on the releasing FOC due date, then release, then re-held on the due date again… This cycle impacts our relationships with our customers and impacts our resource planning and scheduling.
- Quote Prep Fee - Qwest refused to accept Integra's proposal for an amendment to obtain Qwest's "reduced" Quote Prep Fee (QPF) for collocation augments. An analysis of the QPFs Qwest charged for WA collocation requests over the last year indicates that Qwest in 2006 was charging the higher QPF of $4561.19 then in February 2006 started to apply the "reduce" QPF of $1386.47 but then in August 2007 started charging the higher $ 4561.19 QPF. All of these changes to the QPF rate were made with out an executed amendment.
- On-Line Escalation Ticket Tool for CSIE and ASR Tickets – On Oct 1st Qwest implemented an option to open escalation tickets via the Qwest Wholesale Website. Integra's test of the On-Line Eschelon Ticket Tool indicated that Qwest personnel do not seem aware that this is an option CLECs can use to submit escalation tickets. Additionally, the CSIE and ASR centers are not providing timely responses for tickets open using the On-Line Ticket Tool.

I am sure that these will be topics for discussion in the "re-started" quarterly meetings.

Dave Bennett
Sr. V.P. Engineering & Corporate Operations
Office 503-453-8088
Mobile 503-318-0951
dave.bennett@integratelecom.com

From: Isaacs, Kimberly D.
Sent: Friday, May 16, 2008 11:36 AM
To: Beck, Ken
Cc: Johnson, Bonnie J.; Saldivar, Jodi; 'Dobesh, Mary'; Fisher, Steve
Subject: Qwest HDSL2 Qualified Loop Quality Issues/Follow Up from March Meeting. Issue R131.0

Ken –

I am sending this to you, as it follows up on the conversation we had in March. At the Integra/Qwest meeting in March you said that, if a loop qualifies for HDSL2 service, the circuit should work for that type of service. Qwest's Network procedures for provisioning, testing and repair , however, do not support HDSL2 qualified loops (i.e., NC: LX-N NCI: 02QB9.00H, SEC NCI 02DU9.00H) so that the circuits work for the service Integra and its entities ("Integra") order. I am including an example below and asking for your help in syncing up the discussion of how this should work with the way this actually works.

Integra is ordering HDSL2 qualified loops from Qwest using the NC/NCI/NCISEC code that Qwest has documented in Qwest tech pub 77384. When the loop does not work, Qwest repair is telling Integra that Qwest provisions, tests, and repairs all 2 Wire Non-Loaded Loops (regardless of the service requested) to a voice grade analog circuit level which, in some cases, does not support the HDSL2 service Integra ordered. In addition to voice-grade service, however, an unbundled loop includes two-wire and four-wire loops that are conditioned to transmit the digital signals needed to provide HDSL2 service. When we order HDSL2 qualified loops, Qwest needs to deliver HDSL2 qualified loops.

We communicate that we are ordering HDSL2 qualified loops via the codes used for ordering on the LSR, so Qwest is able to distinguish that we in fact need HDSL2 qualified loops in these situations. The Network Code NC: LX-N indicates that we are ordering within the 2 Wire Non-Loaded Loop family. It supports a number of digital services depending upon the NCI/SECNCI codes provided on the LSR (e,g., Digital DS0 Level, Advanced Digital Transport, ADSL, Basic Rate ISDN, HDSL2 …). Therefore, an order of LX-N with the NCI code of 02QB9.00H and a SEC code of NCI 02DU9.00H tells Qwest that it needs to provision, test, and repair for the HDSL2 service. For example, Qwest needs to ensure that the loop meets the appropriate performance parameters. Each digital service has its own unique parameters for optimum operation, such as:

- Voice grade analog circuit with Loss at 0 to -8.5 dB at 1004 Hz,
- ISDN service Loss at less than 40 dB at 40 kHz
- ADSL service Loss at less than 41 dB at 196 kHz
- HDSL2 service Loss at less than 28 dB at 196 kHz.

EXAMPLE

Recent repair events on circuit id: [Customer information Redacted] (attached) are an excellent example of the service quality challenges Qwest is presenting for HDSL2 qualified loops.

Background:

In October 2007, Integra notified Qwest that Integra was experiencing considerable challenges with Qwest Repair when opening trouble tickets for HDSL2 qualified loops (provisioned on a 2 Wire Non-Loaded Loop with HDSL2 NCI/SECNCI codes). During our face to face meeting in March 2008, Integra and Qwest discussed this issue again at length. Integra communicated our concerns regarding Qwest's repair process for HDSL2 circuits. Integra continues to experience performance issues on some HDSL2 qualified circuits, and the attached history of one particular circuit appears to reveal a core issue that may be at the heart of the issue. The issue is related both the Qwest provisioning of HDSL2 qualified loops and the Qwest repair process of the circuits.

The core issue appears to be that Qwest personnel are narrowly defining a circuit as a working circuit if it meets voice grade parameters, even when we order a loop capable of transmitting the digital signals needed to provide HDSL2, ISDN, or ADSL service. When Integra requests a HDSL2 qualified loop, however, it is our expectation that Qwest will provision, design, test and repair that circuit to the HDSL2 parameters (e.g., insertion loss of less than 30 dB at 196 kHz). In the example of circuit [Customer information Redacted] (attached), it is likely that the bridge tap (not identified in the Qwest Raw Loop Data or on the Qwest DLR) that is 500 ft from the customer's premise is interfering with the customer's HDSL2 service. Qwest states in its PCAT that it will remove interfering bridge tap. It appears, however, in this example that Qwest is taking the position that the bridge tap would not interfere with voice grade parameters (even though we ordered an HDSL2 capable loop). Therefore, Qwest repair would not take any action to remove the bridge tap that is most likely negatively affecting the end user's service. Please confirm whether that is Qwest's position and, if not, please explain Qwest's actions in this example.
Action Required:

- Qwest will remove the interfering bridge tap on circuit id: [Customer information Redacted].
- Qwest will research its records and determine why the interfering bridge tap on circuit id [Customer information Redacted]was not present on the IMA Raw Loop Data response or on the DLR.
- Qwest will confirm that it is Qwest's policy to provision, design, test and repair HDSL2 qualified loops to the HDSL2 performance parameters:
    - No bridge tap over 2500 ft
    - No bridge tap within 1000 ft of the end user premise
    - Impulse Noise less than 50 dBrnF
    - Wideband Noise less than 31 dBrnF
    - Power Influence less than 80 dBrnF
    - Balance greater than 40 dB at 196 kHz
    - Foreign Voltage less than 3 VDC
    - Loop Resistance less than 775 ohms
    - Attenuation less than 28 dB at 196 kHz
- Once Qwest has confirmed that it is Qwest's policy to provision, design, test and repair HDSL2 qualified loops to the HDSL2 performance parameters:
    - Qwest will provide the appropriate training to Qwest repair staff so they will recognize the digital service requested and provision the loop to the service requested instead of the one size fits all approach. 2 Wire Non Loaded Loops all have their own unique parameters for operation. In other words, Ken, you indicated at our March meeting that these loops should work, and we want confirmation that the Qwest provisioning and repair organization delivers working loops in these situations.
    - If Qwest requires additional information, tell Integra what information it should include on repair tickets to communicate to the Qwest repair organization that the circuits should meet HDSL2 parameters.

As discussed in our March meeting, Qwest needs to deliver services on HDSL2 qualified loops with a reasonable expectation of reliability and serviceability for our customers.

Integra is available for a call with your team if needed, Ken.

integra
TELECOM
Kim Isaacs | ILEC Relations Process Specialist

ph. 612.436.6038 | fax 612.436.6138

730 Second Avenue S | Suite 900 | Minneapolis, MN 55402

[Customer information Redacted] **Circuit History**

- Qwest delivered HDSL2 qualified circuit [Customer information Redacted] on 3/20/08. Qwest assigned order Number N08226290.
  - Integra pre-qualified this address for HDSL2 service using IMA Raw Loop Data.
  - Integra submitted PON HD1058088SEH requesting an HDSL2 qualified loop using the NC/NCI/SECNCI codes Qwest publishes in its tech pub (77384).
  - Integra reviewed the DLR (available to Integra in CEMR while the service order is pending) and confirmed the information on the DLR was the same as the information Integra obtained during the p[re-qualification in IMA. The DLR showed a total loop length of 7600 and showed no load coils or bridge tap. Based on the information Qwest provided in IMA and on the DLR, Integra estimated an insertion loss/attenuation of -25.19 dB at 196 kHz, which fall within the HDSL2 loop guidelines for optimum operation.
- 3/25/08 08:28 Integra determined that the circuit was taking bit errors so Integra opened Qwest assist test ticket OW103450.
- 3/25/08 08:37 Qwest assigned a 4 hour repair interval to the ticket.
- 3/25/08 12:36 Qwest tested the circuit at 1004 Hz (appropriate for a voice grade circuit but not for anHDSL2 qualified circuit). Qwest also concluded there was 1000 feet of bridge tap on the circuit.
- 3/26/08 12:22 Qwest coded the ticket to CPE. Qwest said the trouble was not in their network.
- 4/21/08 19:45 Integra determined that the circuit was taking bit errors and Integra opened Qwest ticket OW106399.
- 4/22/08 08:30 Qwest provided the following update on the ticket: "LXFU CKT, IT WAS NOT QUALIFIED AS A TI. WE CHECKED FOR LOADS AND DID ALL REQUIRED TESTS ON THE TURN UP FOR THE NOS256341 ON 3-19".
- 4/22/08 08:42 Qwest tested the circuit at 1004 Hz (appropriate for a voice grade circuit but not for an HDSL2 qualified circuit) and this time said there was no bridge tap on the circuit.
- 4/22/08 08:48 Qwest coded the ticket as NTF, TOK to Demarc and the ticket said the OST tested copper.
- 5/1/08 11:35 Integra continued to have intermittent trouble with the circuit opened Qwest ticket OW107556.
- 5/1/08 11:38 Qwest flagged ticket as 3rd ticket or Greater repeat.
- 5/1/08 12:06 Qwest noted in ticket "QWEST WILL TEST THIS CKR TO LXFU STANDARDS…"
- 5/1/08 16:15 Qwest tested the circuit at 1004 Hz (appropriate for a voice grade circuit but not for an HDSL2 qualified circuit) and now said there is approximately 200 ft of bridge tap; 500 ft. from the customer premise.
- 5/1/08 16:16 Qwest coded the ticket as NTF and said in the ticket that the copper was testing clean.
- 5/7/08 14:55 Integra determined the circuit was bouncing intermittently and suspected the issue may be caused by the bridge tap (See 5/1/08 ticket) and Integra opened ticket OW108277.
- 5/7/08 14:57 Qwest again flagged the ticket 3rd ticket or greater repeat.
- 5/7/08 14:58 Qwest notes in the ticket state: "AGAIN, THIS IS AN LXFU CKT AND IS ALLOWED UP TO 2500 FEET OF BRIDGE TAP"
- 5/7/08 Wayne at Qwest left Integra a voice message and told Integra that this is an LXFU circuit and Qwest is allowed to have 2500 feet of bridge tap and if we wanted HDSL we should have ordered HDSL. Wayne said Qwest tests these circuits to LXFU standards per Qwest's policy.
- 5/7/08 – Ticket coded the ticket to other and the notes state "No action taken."

From: Beck, Ken [mailto:Ken.Beck@qwest.com]
Sent: Wednesday, May 28, 2008 7:29 PM
To: Johnson, Bonnie J.; Isaacs, Kimberly D.
Cc: Saldivar, Jodi; Dobesh, Mary; Fisher, Steve; Bennett, Dave
Subject: RE: Qwest HDSL2 Qualified Loop Quality Issues/Follow Up from MarchMeeting. Issue R131.0

Bonnie,
Based on the correspondence I have seen on this subject, it seems we are headed down a legal path again, therefore my reluctance to respond.
I believe our PCAT's are quite clear that you need to order a 4 wire loop to be HDSL2 qualified and yet all the arguements are regarding the NC<NCI codes. I would be happy to get on a call with Dave's team and you all with our experts and have a detailed discussion regarding this subject, but this is where I come out on this based on information given to me. If you order a 2 wire loop and it does not meet the HDSL2 spec, I think that is what the PCAT states.

We will see where this goes.
My thoughts,

Ken Beck
RVP - Wholesale
303-896-8805

From: Johnson, Bonnie J. [mailto:bjjohnson@integratelecom.com]
Sent: Thursday, May 29, 2008 5:56 AM
To: Beck, Ken; Isaacs, Kimberly D.
Cc: Saldivar, Jodi; Dobesh, Mary; Fisher, Steve; Bennett, Dave; Johnson, Bonnie J.
Subject: RE: Qwest HDSL2 Qualified Loop Quality Issues/Follow Up fromMarchMeeting. Issue R131.0

Ken,
I don't believe we agree with your characterization about the 2 wire vs. the 4 wire non loaded circuits, or that this is a legal issue at this time. However, to determine if that is the case and whether we need a call, it would be helpful if you would provide the specific documentation in the PCAT and tech pub to which you refer. It is hard to determine what questions to ask and where the differences are if you do not provide the information you are basing your comments on.

Thanks Ken. Once you send that information we will look at it and perhaps we will need a call with SMEs or determine next steps if we disagree on how the 2 wire non loaded loop should perform.

Bonnie J. Johnson| Director Carrier Relations
direct 612.436.6218 | fax 612.436.6318
730 Second Avenue S | Suite 900
Minneapolis, MN 55402
bjjohnson@integratelecom.com

From: Beck, Ken [mailto:Ken.Beck@qwest.com]
Sent: Thursday, June 05, 2008 5:04 PM
To: Beck, Ken; Johnson, Bonnie J.; Isaacs, Kimberly D.
Cc: Saldivar, Jodi; Dobesh, Mary; Fisher, Steve; Bennett, Dave; Montez, Evelyn
Subject: RE: Qwest HDSL2 Qualified Loop Quality Issues/Follow Up fromMarchMeeting. Issue R131.0

Bonnie,
let me try this again....sorry

Qwest has completed a thorough review of the requirements for the LX-N product offering before responding to your questions. The references associated with your specific questions are contained within the response below.

Qwest does not provision requests to meet a specific facility or technology, but rather provisions a class of service, based on the NC codes the CLEC orders. The Network Channel Interface (NCI) codes for the Unbundled Loop LX-N and LXR- products are informative to Qwest. The customer uses the NCI codes to communicate to Qwest the character of the signals the customer is connecting to the network at each end-point of the metallic circuit. For Unbundled Loops, the NCI codes do not affect transport designs or performance.

HDSL2 is a newer technology for provisioning DS1 Capable service on a two-wire facility. Previously, DS1 service could only be provisioned on a four-wire facility. HDSL2 may be deployed within a Wire Center aka Central Office as well as in the Outside Plant cable facilities serving a specific area. Therefore, Qwest may provision a DS1 Capable loop on HDSL2 or HDSL4 if available. Qwest may also provision a DS1 Capable loop on T1 copper facilities if HDSL2 or HDSL4 is not available. As stated above, HDSL2 is not a service or product offering for Qwest customers.

According to the Unbundled 2 and 4 Wire Non-Loaded Product Catalog:

"This unbundled offering is a metallic, wire cable pair with no Load Coils, and some limited length of Bridged Taps, depending on the Network Channel/Network Channel Interface (NC/NCI™) codes specified by you. Digital Transport systems require facilities of this type to function. Characteristics associated with Unbundled Non-Loaded Loops are in accordance with the following end-user interfaces:

- 2-wire digital interfaces support Digital Subscriber Line (DSL)
- 4-wire digital interfaces support Digital Data Services (DDS) or High-Bit-Rate Digital Subscriber Line (HDSL)

Based on the PCAT information noted above, and the NC/NCI Codes referenced in the Technical Publication (Tech Pub) 77384, Section 3.8.3, Table 3-14, the NC/NCI code combinations for xDSL-I products, includes 2 Wire and 4 Wire Non-Loaded circuits.

The NC/NCI codes for the product, HIGH-BIT-RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE, indicate that the CLEC will be putting HDSL (not HDSL2) digital equipment on the circuit. If the CLEC requests the LX-N 02QB9.00H 02DU9.00H NC/NCI code combination, Qwest will provision an Unbundled 2 Wire Non-Loaded Loop and will test the circuit at 1004 HZ as stated in Section 6.2.1 of Tech Pub 77384. The Insertion Loss of this product will generally be within the range of 0.0 dB to 8.5 dB according to ANSI standards and the Tech Pub information. Loops that exceed 8.5 dB may exist in some areas. No attenuation distortion objectives apply to this service.

According to Qwest documentation, the Unbundled 2 Wire Non-Loaded service is not expected to meet T1 or HDSL2 transmission parameters. In Section 6.1 of the Tech Pub 77384, it states that "Each digital service and the specific transport equipment applied by the CLEC have its own tolerance to loop loss and bridged tap." Qwest would like to point out that in some cases, if the cable loop length and transmission parameters would fit the CSA Guidelines for T1 or DS1 capable parameters as defined in the Technical Report No. 028, the CLEC may be able to use their HDSL2 equipment and the service performs as an HDSL2 loop. However, if Qwest rearranges facilities in the field, we will only maintain the class of service that was ordered and maintained in Qwest inventory records, i.e. LX-N 2 Wire Non-Loaded Loop. This might explain why Integra may have had a particular circuit working as an "HDSL2" circuit in the past that no longer works today, and Qwest is testing the circuit as "good to the demark" at 1000 HZ.

The Qwest Tech Pub 77384 and the Unbundled 2 and 4 Wire Non-Loaded PCAT both indicate that the CLEC needs to order the ADSL Capable Loop or a DS1 Capable Loop to receive an HDSL Level of Transmission. If the CLEC requests the LX-N 04QB9.00H 04DU9.00H NC/NCI code combination, Qwest will provision an Unbundled 4 Wire Non-Loaded Loop and will test the circuit at 1004 HZ as stated in Section 6.2.1 of Tech Pub 77384. If Integra wishes to receive a signal that is tested at 196 kHz, you would need to request an ADSL service or a DS1 capable loop.

I believe we have said this before, so just restating as team has put it previously. I still boil it down to optional for us unless you order 4 wire loop.

hope this is what you wanted,

Ken Beck
RVP - Wholesale
303-896-8805

From: Isaacs, Kimberly D. [mailto:kdisaacs@integratelecom.com]
Sent: Friday, June 13, 2008 9:03 AM
To: Beck, Ken; Johnson, Bonnie J.
Cc: Saldivar, Jodi; Dobesh, Mary; Fisher, Steve; Bennett, Dave; Montez, Evelyn
Subject: RE: Qwest HDSL2 Qualified Loop Quality Issues/Follow Up fromMarchMeeting. Issue R131.0

Hello Ken,

In your response, you said that HDSL2 is not a service or product offering for Qwest customers. Please clarify this statement. Specifically, does your statement mean that Qwest does not have the process and procedures in place to provide HDSL2 service so Qwest believes Integra should go to CMP to initiate the development of the process and procedures needed to provide HDSL2? If this is not the case, please let us know what Qwest's position is. Thank you.

Kim Isaacs | ILEC Relations Process Specialist

ph. 612.436.6038 | fax 612.436.6138

730 Second Avenue S | Suite 900 | Minneapolis, MN 55402

From: Beck, Ken [mailto:Ken.Beck@qwest.com]
Sent: Friday, June 20, 2008 11:59 AM
To: Isaacs, Kimberly D.; Johnson, Bonnie J.
Cc: Saldivar, Jodi; Dobesh, Mary; Fisher, Steve; Bennett, Dave; Montez, Evelyn
Subject: RE: Qwest HDSL2 Qualified Loop Quality Issues/Follow Up fromMarchMeeting. Issue R131.0

All,
Qwest does not offer an HDSL2 service or product offering, because HDSL2 is a transport technology protocol for delivering a 1.5 Mb/s signal or the equivalent of Digital Service Level 1 (DS1) in the ANSI Transport hierarchy. Qwest does, however, have a Non-Loaded loop that is HDSL compatible but must meet the Carrier Service Area (CSA) guidelines defined in the TR 028 T1-E1 documentation. The CLEC is responsible to check the physical parameters of an end-user's loop to ensure it would fall within the CSA guidelines. If the physical loop is outside the CSA guidelines but still falls within the ANSI standards for the 2 Wire Non-Loaded Loop (0 to -8.5 dB Loss) the HDSL may not work.

hope this helps, the CMP process is a way to request new products and services as we are all aware...

Ken Beck
RVP - Wholesale
303-896-8805

From: Johnson, Bonnie J.
Sent: Thursday, August 28, 2008 9:39 PM
To: Bonnie Johnson; cmpcr@qwest.com
Cc: Johnson, Bonnie J.; Isaacs, Kimberly D.
Subject: Qwest HDSL2 Qualified Loop Quality CR

I am on vacation tomorrow and Kim will be out on Tuesday. Kim and I will be available for a clarification call Wednesday, Thursday or Friday of next week. The attached CR represents a long standing issue and several Qwest personnel, including Qwest's Service Management Team have been involved. I doubt there should be any question about what Integra is requesting.

Thanks and have a nice Holiday weekend!

Bonnie

Bonnie J. Johnson| Director Carrier Relations
direct 612.436.6218 | fax 612.436.6318
730 Second Avenue S | Suite 900
Minneapolis, MN 55402
bjjohnson@integratelecom.com

CHANGE REQUEST FORM

CR # _____ **Status:** _____

Originated By: **Bonnie Johnson** Date Submitted: _____

Company: Integra Telecom, Inc. and affiliates Internal Ref# _____

Originator: Bonnie Johnson , Director Carrier Relations, bjjohnson@integratelecom.com / 612-436-6218

Name, Title, and email/phone#

Area of Change Request: Please click appropriate box(es) and fill out the section(s) below.

☒ Product/Process ☐ System

Exception Process Requested: Please click appropriate boxes

☐ Yes ☐ No

(Exception Process Requests will be considered at the next monthly CMP meeting unless Exception call/meeting requested)

☐ Exception call/meeting requested

☐ Qwest SME(s) requested at Pre-Meeting (list if required) _____, _____, _____

Available Dates/Time for Clarification/Exception Pre-Meeting
1.
2.
3.
4.
5.

Regulatory or Industry Guideline CR: Please click appropriate box if you would like the CR to be considered as a Regulatory or Industry Guideline change.

☐ Regulatory ☒ Industry Guideline; Indicate industry forum: ANSI

Title of Change:

Design, Provision, Test, and Repair Unbundled Loops to the requirements requested by CLEC, including NCI/SECNCI Code Industry Standards

Description of Change/Exception:

In October 2007, Integra notified its Qwest service management team that Integra was experiencing issues with Qwest's provisioning and repair of xDSL circuits (provisioned on Non-Loaded Loops). Integra and its related entities ("Integra") have continued to work with its Qwest service management team to address these issues. For example, in May of 2008, Integra provided an example to its Qwest service management team in which HDSL2 service was working fine for Integra's end user customer; Qwest made a Qwest-initiated change to its network which disrupted the customer's HDSL2 service; Integra opened a trouble ticket to restore service; and Qwest repair told Integra that Qwest would test and repair only to voice grade parameters, which meant that the end user customer's HDSL2 service no longer worked (i.e., was permanently disrupted).

Integra communicates the type of service it intends to provide on 2/4 Wire Non-Loaded Loops by using the appropriate NCI/SECNCI codes on the Local Service Request (LSR). However, Qwest has indicated that it now designs, provisions and repairs the circuits to voice grade parameters measured at 1004 Hz, regardless of the NCI/SECNCI code requested on the LSR. The Network Code NC: LX-N indicates that a CLEC is ordering within the Non-Loaded Loop family. As discussed below, it supports a number of digital services depending upon the NCI/SECNCI codes provided on the LSR (e,g., Digital DS0 Level, Advanced Digital Transport, ADSL, Basic Rate ISDN, HDSL2 …). Therefore, an order of LX-N with the NCI code of 02QB9.00H and a secondary NCI code ("SEC") of NCI 02DU9.00H tells Qwest that it needs to provision, test, and repair for HDSL2 capable service. For example, Qwest needs to ensure that the loop meets the appropriate performance parameters. Each digital service has its own parameters, such as:

- Voice grade analog circuit with Loss at 0 to -8.5 dB at 1004 Hz
- ISDN service Loss at less than 40 dB at 40 kHz
- ADSL service Loss at less than 41 dB at 196 kHz
- HDSL2 service Loss at less than 28 dB at 196 kHz.

When Integra raised the issue of Qwest limiting digital services to voice grade parameters with its Qwest Service Management team, Qwest responded by indicating that "Qwest does not provision requests to meet a specific facility or technology, but rather provisions a class of service, based on the NC codes the CLEC orders." Integra continues to believe that its current Interconnection Agreements ("ICAs") require Qwest to provide unbundled loops that transmit digital signals in addition to voice-grade service, etc. Integra reserves its rights under its ICAs. At the same time, in an effort to resolve this issue and at the request of Qwest, Integra is requesting in CMP that Qwest develop and maintain the process and procedures needed to design, provision, test and repair Unbundled Loops so that the circuit will conform

to the requirements requested by CLEC, including compliance with the industry standards for the NCI/SECNCI code provided on the LSR. On 7/23/08, Qwest proposed that Integra submit a change request in CMP, including asking Qwest to design, provision, test and repair services in way that takes into account NCI/SECNCI codes standards instead of just the NC codes. Integra includes that request in this CR.

Qwest's Technical Publication 77384 indicates that a number of advanced digital services are provisioned on Non-Loaded Loops (NC: LX-N), using a variety of NCI/SECNCI codes (for example: Advanced Digital Transport in a variety of spectrum classes, Basic ISDN – NCI: 02QC5.OOS, HDSL - NCI: 02QB9.00H). Qwest's Technical Publications indicate that the NCI/SECNCI codes conform to the various ANSI standards for the specific digital service. However, as noted earlier, the Qwest service management team confirmed that it is Qwest's current practice to design, provision, test and repair these digital services delivered on Unbundled Loops based on the NC code which delivers voice grade parameters measured at 1004Hz, even though each digital service has its own parameters for optimum performance. Integra is requesting that Qwest use the industry standards for NCI/SECNCI codes provided on the LSR when designing, provisioning, testing and repairing Unbundled Loops. For example, an Unbundled Loop ordered on the LSR with the Basic ISDN NCI: 02QC5.OOS should be designed, provisioned, tested and repaired per industry standards using a loss based on 40 kHz, not the voice grade 1004 Hz. Additionally, an Unbundled Loop ordered on an LSR with HDSL NCI 02QB9.00H should be provisioned using loss based on 196 kHz. When Qwest grandparented the ADSL compatible loop (only for CLECs without any ADSL compatible loop terms in their ICAs), Qwest pointed to the 2 Wire Non-Loaded Loop as an alternative to the ADSL compatible loop. However, per Qwest's current stated position regarding designing, provisioning, testing and repairing to the NC code only, the 2 Wire Non-Loaded Loop would not be a reliable or serviceable alternative to an ADSL compatible loop. For a 2 Wire Non-Loaded loop to be a viable alternative to an ADSL compatible loop, Qwest should design, provision, test and repair digital capable Non-Loaded loops (such as HDSL capable or ADSL compatible loops) based on the NCI code as well.

While Qwest has said that it does not provision requests to meet a specific facility or technology, it should provision requests in compliance with industry standards and as ordered by CLEC, including providing working digital capability/compatibility when that capability is ordered. The SGATs, like the recent Qwest-Eschelon Minnesota and Arizona ICAs (§9.2.2.3), define 2/4 wire non-loaded loops as "digital capable" loops. The SGATs and the recent Qwest-Eschelon ICAs (§9.2.2.1.1 & 9.2.2.1.2) provide that use of the words "capable" and "compatible" to describe Loops means that Qwest assures that the Loop meets the technical standards associated with the specified Network Channel/**Network Channel Interface** codes, as contained in the relevant technical publications and industry standards. Qwest's stated position that its current process recognizes only the "Network Channel" code but not the "Network Channel Interface" is inconsistent with this long-established principle. Similarly, the Qwest-Integra Oregon ICA has been in place since 2000 (for Integra as well as other CLECs, as it is based on the Qwest-AT&T ICA). That ICA (Att. 3, §2.1 and subparts) defines an unbundled loop to include loops that transmit digital signals and provides that CLEC may order special copper loops unfettered by any intervening equipment and which do not contain any bridged taps, so that CLEC may use the loops for a variety of services by attaching appropriate equipment. For example, when a CLEC orders an HDSL2 capable loop (identified on the LSR by using the NC code of LX-N with the NCI code of 02QB9.00H and a SEC code of NCI 02DU9.00H), the CLEC should receive a loop unfettered by intervening equipment so that CLEC may provide working HDSL2 service over the HDSL2 capable loop by attaching appropriate equipment. Regarding repair after a Qwest maintenance or modernization event, the SGATs and recent Qwest-Eschelon ICAs (§9.1.9) provide that network maintenance and modernization activities will result in UNE transmission parameters that are within transmission limits of the UNE **ordered by CLEC**. If CLEC orders a 2/4 wire non-loaded loop that is digital capable (such as ADSL compatible or HDSL2 capable), then the loop must be restored to the appropriate digital capable level after a Qwest maintenance or modernization event. In short, if a loop qualifies for a digital service, the circuit should work (and continue working) for that digital service.

Expected Deliverables/Proposed Implementation Date (if applicable):

Qwest will design, provision, test and repair Unbundled Loops to the requirements ordered by CLEC, including industry standards for the NCI/SECNCI codes provided on the LSR. Qwest should take into account NCI/SECNCI code standards, and not just the NC codes. When a CLEC orders a 2/4 wire non-loaded loop for providing a digital service (e.g., as identified using the applicable NCI/SECNCI code on the LSR), Qwest will not limit the design, provisioning or repair of 2/4 wire non-loaded loops to voice grade parameters (e.g., measured at 1004 Hz). After repairs and Qwest network maintenance and

modernization changes, the end user customer's service should work for the service ordered by CLEC.

OPTIONAL – COMPLETE THE SECTIONS BELOW WHERE APPLICABLE

Products Impacted: Please Click all appropriate boxes & also list specific products within product group, if applicable.

- ☐ Ancillary
  - ☐ LIDB
  - ☐ 8XX
  - ☐ 911
  - ☐ Calling Name
  - ☐ SS7
- ☐ AIN
- ☐ DA
- ☐ Operation Services
- ☐ INP
- ☐ Centrex
- ☐ Collocation
  - ☐ Physical
  - ☐ Virtual
  - ☐ Adjacent
  - ☐ ICDF Collocation
  - ☐ Other _____
- ☐ Enterprise Data Source
- ☐ Other _____
- ☐ Local Switching _____
- ☐ LNP
- ☐ Private Line
- ☐ Resale
- ☐ Switched Service
- ☐ UDIT
- ☐ Unbundled Loop
- ☐ UNE
  - ☐ Switching
  - ☐ Transport (Include EUDIT)

  X Loop
  - ☐ UNE-P
  - ☐ EEL (UNE-C)
  - ☐ Other _____
- ☐ Wireless
- ☐ LIS / Interconnect
  - ☐ EICT
  - ☐ Tandem Trans. / TST
  - ☐ DTT / Dedicated Transport
  - ☐ Tandem Switching

Area Impacted: Please click appropriate box.

X Pre-Ordering X Provisioning

X Ordering

X Billing

X Maintenance / Repair X Other _____

Form/Transaction/Process Impacted (IMA only): Please click all appropriate boxes.

Order

☐ LSR	☐ End User (EU)	☐ Resale (RS)	☐ Resale Split (RSS)
☐ Centrex (CRS)	☐ Resale Pvt. Line (RPL)	☐ Hunt Group (HGI)	☐ Loop Service (LS)
☐ Centrex Split (CRSS)	☐ Port Service (PS)	☐ Number Port (NP)	☐ Loop Service w/NP (LSNP)
☐ Frame Relay (RFR)	☐ DID Resale (DRS)		☐ Directory Listings (DL)
☐ Other _____			

LSR Activity

☐ N - New	☐ C - Change	☐ D - Disconnect	☐ T – Outside Move
☐ M – Inside Move	☐ Y - Deny	☐ L – Seasonal Suspend	☐ W – Conversion As Is

☐ B – Restore ☐ R - Record ☐ Z – Conv as Spec/No DL ☐ V – Conversion As Spec

☐ Other _____

Pre-Order

☐ Address Validation ☐ CSR ☐ TN Reservation ☐ Loop Qual

☐ Facility Avail. ☐ Service Avail. ☐ CFA Validation ☐ Appointment Scheduler

☐ Raw Loop Data ☐ DLR ☐ Meet Point ☐ Listing Reconciliation

☐ Cancel ☐ Other _____

Post-Order

☐ Local Response ☐ Completion ☐ PSON ☐ Billing Completion

☐ Status Updates. ☐ Status Inquiry ☐ LSR Notice Inquiry ☐ LSR Status Inquiry

☐ DSRED ☐ Batch Hot Cut ☐ Provider Notification ☐ Other _____

OSS Interfaces Impacted: Please click all appropriate boxes.

☐ CEMR ☐ IMA Application-to-Application interface ☐ MEDIACC ☐ QORA

☐ EXACT ☐ IMA GUI ☐ Wholesale Billing Interface

☐ Directory Listing ☐ SATE ☐ Other _____

Change Request Form Instructions

The Change Request (CR) Form is the written documentation for submitting a CR for a Product, Process or OSS interface (Systems) change. The CR should be reviewed and submitted by the individual, which was selected to act as a single point of contact for the management of CRs to Qwest. Electronic version of the CR Form can be downloaded from the Qwest Wholesale WEB Page at http://www.qwest.com/wholesale/cmp/changerequest.html.

Product/Process and System CRs may be submitted to Qwest via e-mail at: cmpcr@qwest.com

To input data to the form, use the Tab Key to navigate between each field. The following fields on the CR Form must be completed as a minimum, unless noted otherwise:

Submitted By
- Enter the date the CR is being submitted to the Qwest CMP Manager.
- Enter Company's name and Submitter's name, title, and email/Phone #.
- Optional – identify potential available dates Submitter is available for a Clarification Meeting.
- Optional – enter a Company Internal Reference No. to be identified.

Area of Change Request
- Select the type of CR that is being submitted (Product, Process, or Systems).

Exception Process Requested
- Originator should indicate if they wish to have the request handled on an exception basis.
- Exception requests will be considered at the next monthly CMP meeting, unless the Originator requests an emergency call/meeting.
- Optional - Select Emergency call/meeting requested, if an emergency call/meeting is required.
- Optional - Originator may request a pre-meeting with Qwest by selecting the Pre-meeting with Qwest requested box.
- Optional - Originator may identify certain Qwest SME(s) to attend the Pre-meeting by selecting the Qwest SME(s) requested at Pre-Meeting box and listing the SME(s).

Regulatory or Industry Guideline CR
- Select either Regulatory or Industry Guideline if you would like the CR to be considered as a Regulatory or Industry Guideline change

Title of Change
- Enter a title for this CR. This should concisely describe the CR.

Description of Change/Exception
- Describe the Functional needs of the change being requested. To the extent practical, please provide examples to support the functional need and the names of Qwest personnel with whom the originator has been working to resolve the request. Also include the business benefit of this request.
- If Exception Process requested, provide reason for seeking an exception.

Expected Deliverables/Proposed Implementation Date (if applicable)
- Enter the desired outcome required (e.g. revised process, clarification, improved communication, etc.) and the desired date for completion. The specific deliverables Qwest must produce in order to close the CR. The originator should provide as much detail as possible.

Products Impacted – Optional
- To the extent known, check the applicable products that are impacted by the CR.

Area Impacted – Optional
- To the extent known, check the applicable process areas that are impacted by the CR.

OSS Interfaces Impacted – Optional
- To the extent known, check the applicable systems that are impacted by the CR.

Qwest's CMP Manager will complete the remainder of the Form.

From: Johnson, Bonnie J.
Sent: Wednesday, February 04, 2009 12:27 PM
To: 'Stecklein, Lynn'; Bonnie Johnson; cmpcr@qwest.com
Cc: Johnson, Bonnie J.; Isaacs, Kimberly D.; Denney, Douglas K.; Wigger, Dan J.; Roberson, Laurie
Subject: Integra Response to Followup from January Product/Process CMP Meeting

Lynn/CMP,
Integra's response is attached.

Bonnie

Bonnie J. Johnson| Director Carrier Relations
direct 612.436.6218 | fax 612.436.6318
730 Second Avenue S | Suite 900
Minneapolis, MN 55402
bjjohnson@integratelecom.com

On the January 21, 2009 CMP call, Integra agreed to consider the comments that Qwest had made on that call and respond in writing. Integra provides this response to Qwest. Please ensure that this response in included in the detail for CR PC082808-1IGX.

The Issue

Integra believes that Qwest has not appropriately framed the issue. Qwest focuses on one issue (Qwest's view of testing) to the exclusion of the larger issues outlined in Integra's change request (CR). Qwest's approach suggests that Qwest may stop all progress on all aspects of the CR if one issue that it claims is "critical" is not handled in the manner proposed by Qwest. Integra disagrees with that approach.

In the January 21st CMP meeting, Qwest (Jamal) erroneously said that Integra's "original CR calls for a test process"[1] and that this is a "new process."[2] That is simply not the case, as is clear from reading the entire CR. It is also apparent from the CR's title, which does not request a "test process" but asks Qwest to "Design, Provision, Test, and Repair Unbundled Loops ***to the requirements requested by CLEC, including NCI/SECNCI Code Industry Standards***." In other words, even when using *existing* processes (including existing testing), Qwest needs to apply the applicable NCI/SECNCI codes. The example provided by Integra in the first paragraph of the CR makes this even more clear:

> For example, in May of 2008, Integra provided an example to its Qwest service management team in which HDSL2 service was working fine for Integra's end user customer; Qwest made a Qwest-initiated change to its network which disrupted the customer's HDSL2 service; Integra opened a trouble ticket to restore service; and Qwest repair told Integra that Qwest would test and repair only to voice grade parameters, which meant that the end user customer's HDSL2 service no longer worked (i.e., was permanently disrupted).

In this example, Qwest already has a process for testing as part of a repair. The issue is that Qwest personnel, when using that process, should not take the position that Qwest will test "only to voice grade parameters" but instead should test to the standard applicable for the requested service (*e.g.*, a loop capable of carrying data). As pointed out in the CR, it has long been established (*e.g.*, in the SGATs and in ICAs, such as those cited in the CR going back to 2000) that use of the words "capable" and "compatible" to describe Loops means that Qwest assures that the Loop meets the technical standards associated with the specified Network Channel/Network Channel Interface codes, as contained in the relevant technical publications and industry standards. Therefore, this is a process that had long been in place (until recently, when Qwest starting telling Integra

[1] See http://wholesalecalendar.qwestapps.com/detail/10/2009-01-21 and link to minutes from 1/21/09 CMP Product/Process meeting.
[2] See http://wholesalecalendar.qwestapps.com/detail/10/2009-01-21 and link to minutes from 1/21/09 CMP Product/Process meeting.

that it would test only to voice grade parameters). Qwest needs to restore compliance with the ICA terms requiring testing to the appropriate levels.

The above example involved a repair. The same is true for loop installations. During the CMP clarification call, Qwest (Jamal) asked Integra how Qwest would provide the test results to Integra. Integra responded:

> "Doug Denney-Integra said that there are different installation options that exist today and some of those require different degrees of test results being provided by Qwest. He said that those are described in the Carrier's contracts and when we set up the cost for those options. ***He said they are not attempting to*** (9/12/08 Comments to minutes from Integra) ***change the process of providing test results with regard to provisioning loops***."[3] (Emphasis added)

Integra asked Qwest in its CR to perform the tests Qwest is currently obligated to perform per the ICAs for the installation option ordered. As noted above, Qwest should be testing to the levels appropriate for the type of circuit ordered.

Installation

Qwest provides CLEC with multiple types of loops and, for each, various installation options.

Types of Unbundled Loops and Assignment of Those Loops

Qwest provides multiple types of loops to Integra and other CLECs. For example, Qwest's ICA negotiations template in Section 9.2.2.2 addresses "Analog (Voice Grade) Unbundled Loops" and in Section 9.2.23 addresses "Digital Capable Loops – DS1 and DS3 Capable Loops, Basic Rate (BRI) ISDN Capable Loops, 2/4 Wire Non-Loaded Loops and xDSL-I Capable Loops." Section 9.2.2.3 provides that *digital capable* loops, including "2/4 Wire Non-Loaded Loops," are "capable of carrying specifically formatted and line coded digital signals." That means that, when Qwest delivers the loop, it must deliver a loop capable of providing data to the CLEC to have met its obligation to provide the digital capable loop ordered by the CLEC. There is no exception in 9.2.2.3 for providing a loop that is not digital capable and then later, after imposing extra work and delays upon CLEC, providing a different loop that is digital capable. Qwest's ICA negotiations template Section 9.2.2.3 also states:

> Qwest will provision digital Loops in a non-discriminatory manner, ***using the same facilities assignment processes that Qwest uses for itself to provide the requisite service***. (emphasis added)

A key problem that exists today, however, is that Qwest is not meeting this commitment. For CLECs, Qwest's facilities assignment process does not select/assign the best (most

[3] See http://www.qwest.com/wholesale/cmp/cr/CR_PC082808-1IGX.html minutes from 9/9/08 clarification meeting.

qualified) loop available *for the type of loop ordered* by the CLEC. Instead, it is just as likely, or more likely, to assign a voice grade[4] loop to fill a CLEC request for a digital capable loop. In contrast, for Qwest retail, Qwest automatically assigns the best (most qualified) loop available for the type of loop ordered by Qwest retail.[5] Every day that this situation continues is another day of discrimination, and so Qwest should make every effort to accelerate resolution of this problem.

Existing Loop Installation Options

Qwest also offers multiple loop installation options (basic, coordinated, cooperative testing, *etc*.). Qwest lists its installation option offerings in its ICA negotiations template Section 9.2.2.9, which provides that the options are available for all types of loops, though the price may vary by option. Section 9.2.2.9.1 provides that "Basic Installation" is available for all "new or existing Unbundled Loops," which includes for example 2/4 Wire Non-Loaded Loops. For a basic installation of a loop, Section 9.2.2.9.1 provides that Qwest completes its work and Qwest calls the CLEC, and for new service Qwest conducts performance testing but does not provide the test results to CLEC. As indicated above (and reflected in the 9/9/08 CMP Clarification Call minutes), Integra is not attempting to change this option (which in most, if not all, Qwest states is available to CLECs at a commission-approved rate).

As Integra understands Qwest's current proposal, however, Qwest *is* seeking to alter this option – by removing the basic option altogether for HDSL (2 and 4 wire non loaded loops) and insisting instead on not only a more expensive installation option (cooperative testing) but also requiring time consuming and costly joint meets in circumstances when they are unnecessary and not required for Qwest retail. For Qwest retail, however, Qwest assigns a loop following CSA guidelines and, if it does not work, will perform the repair.[6] To be nondiscriminatory, a basic installation option must remain available to CLECs for digital capable loops.

Specifically, Qwest admitted that for comparable types of service, Qwest does not perform or require its staff to perform the work it seeks to require CLECs to perform. Qwest said:

> Jamal Boudhaouia - He said that we will check to see if the bridge tap is interfering with it. ***He said that Qwest does not do HDLS [sic] test in the CO***

[4] Because Qwest used the term "voice grade" to describe the type of loop it was then testing to (see above example from the first paragraph of the CR), Integra uses that term in this response for ease of reference.
[5] See, e.g., http://www.qwest.com/wholesale/cmp/cr/CR_PC082808-1IGX.html minutes from 12/17/08 CMP meeting (Jamal Boudhaouia-Qwest - "The Qwest HDSL2 goes through the CSA guidelines and Qwest will do remote testing from the center."; "Qwest said that we have to take the necessary steps for the centers and LFACs to make sure the facility is qualified. He said that we have 2 extra steps - the technician needs to be equipped and that we have the insertion for the CSA guidelines."); see also See http://wholesalecalendar.qwestapps.com/detail/10/2009-01-21 and link to minutes from 1/21/09 CMP Product/Process meeting. (Jamal Boudhaouia-Qwest – "Qwest retail does not use a manual process.")
[6] See http://www.qwest.com/wholesale/cmp/cr/CR_PC082808-1IGX.html minutes from 12/17/08 CMP meeting (quoted below).

> ***because we are not equipped to do that and the equipment is very expensive.*** (12/30/08 Comments to minutes received from Integra) When we hook to the HDSL mux we test remotely ***- it works or doesn't work*** - we don't have the ability to test the raw loop, ***we look for open shorts, bridge tap, or Load Coils that we missed***.[7] (Emphasis added)

In other words, Qwest "does not do HDSL2 tests in the CO" for every installation for itself, but Qwest is attempting to force HDSL2 tests in the CO upon CLECs by requiring joint cooperative testing in the case of every loop installation. This is inefficient and creates unnecessary work, delay, and expense for CLECs. For example, if a CLEC that has 50 collocations throughout a city has ordered loops with the same due date for 3 installations in 3 unmanned collocations spread far apart in that city, Qwest would require CLEC to dispatch technicians all over town that day to jointly test for problems, even though the loops may in fact work when delivered (and should work, if proper facilities are assigned). For CLECs, Qwest proposes to require joint testing 100% of the time.

In contrast, Integra's position is much more efficient, because it isolates joint testing to those limited circumstances when joint testing is truly required. Per Integra's position, when Qwest assigns a loop capable of carrying data consistent with industry guidelines, in most cases the loop should work as intended. Therefore, no joint testing is required. Even assuming the loop does not work upon delivery, CLEC will be able to perform tests once it hooks up its equipment. Qwest's existing processes require CLEC to perform trouble isolation before reporting trouble to Qwest and to submit its test results with its trouble report. (See Qwest's ICA negotiations template Sections 12.3.3.5 & 12.3.4.) As with any other basic loop installation after which the loop does not work, the companies may agree on the cause of the problem and the solution. If the CLEC reports that its tests indicate, for example, that excessive bridged taps are interfering with its HDSL2 service and Qwest agrees, no joint meet its required.[8] Only in the sub-set of installations for which the loop does not work and the companies do not agree on trouble isolation may joint testing be required.[9] This is a far more efficient than Qwest's proposal to require joint testing for 100% of installations.

As discussed above, a key problem that Integra's CR is attempting to address is that, when Qwest provides a digital loop with a basic installation to CLECs, the facilities assignment process should take care of as many problems in advance of loop delivery as the facilities assignment process for Qwest retail. For example, if a Qwest retail customer that orders a digital service is unlikely to be assigned an analog facility with excessive bridged taps, a CLEC that orders a digital service should also be just as unlikely to be assigned an analog facility with excessive bridged taps. Once Qwest's

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[7] See http://www.qwest.com/wholesale/cmp/cr/CR_PC082808-1IGX.html minutes from 12/17/08 CMP meeting.

[8] This assumes that Qwest is not enforcing a policy of testing only to voice grade parameters even when the CLEC informs Qwest that its service is supposed to be capable of carrying data, as discussed below regarding repairs. Ensuring Qwest's personnel are properly trained in this regard is one of the purposes of Integra's CR.

[9] When a joint meet is required, the Qwest-Eschelon approved ICAs in MN, OR, and UT provide for joint repair appointments. See 9.2.5.2.1.

facilities assignment process is nondiscriminatory, the need for CLECs to request repairs after a basic installation should be reduced accordingly. In other words, repairs following installations that are caused by Qwest delivering a voice grade loop when in fact a digital loop was ordered should be substantially reduced, if not eliminated.

Qwest is legally and contractually obligated to deliver the loop a CLEC orders within the industry standard parameters for that loop. Qwest appears to have taken the position, however, that if CLECs will not agree to order and pay for cooperative testing (despite the availability in its ICAs of basic installation at Commission-approved rates), Qwest will not implement the USOC for CLECs that will allow Qwest's systems to assign a loop for CLECs that will support the type of service the CLEC ordered. Qwest refers to this as "Gate one."[10] Qwest is basically saying it will not do one without the other.[11] As Qwest knows from previous communications, Integra does not agree. There is no legitimate reason to link the two. Qwest needs to bring its facilities assignment process into compliance and make it nondiscriminatory. If implementing the USOC for CLECs is the means by which Qwest may do that (at least for one of the products, HDSL), Qwest should have done it by now given its obligations but certainly should not delay it any longer by attaching inappropriate pre-conditions to implementing the USOC.[12] Integra will comply with the installation option provisions in its ICAs, including basic installation. Qwest needs to ensure that, before delivering a loop, Qwest is first assigning a loop that meets the industry standards for that type of loop. Qwest cannot cure its failure to appropriately assign a loop on a nondiscriminatory basis by shifting the burden to CLECs to perform work that would not be necessary if the assignment process worked as it should. Once it works as it should, there may be little or no need for joint testing or repair, because the delivered loop will work as intended for the service ordered.

To be nondiscriminatory, a proper facilities assignment process should be automated for CLECs, just as it is for Qwest retail. Qwest should ensure the process is automated, including implementation of a USOC(s) if that serves this purpose. With respect to the USOC for HDSL, Integra has submitted a separate CR for Implementation of USOC to Correct Facilities Assignment for HDSL" to attempt to ensure that the USOC is implemented without delay.

Until the facilities assignment process is automated for all affected products, and without waiving any rights, Integra asks Qwest as an interim measure to train its personnel to use the existing manual process (by which remarks in an order cause an order to fall out for

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[10] See http://www.qwest.com/wholesale/cmp/cr/CR_PC082808-1IGX.html minutes from 11/12/08 CMP meeting.

[11] See http://wholesalecalendar.qwestapps.com/detail/10/2009-01-21 and link to minutes from 1/21/09 CMP Product/Process meeting. Jamal at Qwest said if CLECs can not complete co-op testing we need to re-analyze the CR.

[12] See http://wholesalecalendar.qwestapps.com/detail/10/2009-01-21 and link to minutes from 1/21/09 CMP Product/Process meeting. "Doug Denney-Integra (**1/30/09 Comments to Minutes received from Integra) said while we would all like** 100% perfection **there is the opportunity for and improvement along the way**. He asked why we want to delay the **USOC and manua**l process **because of the testing issue when by using the USOC** we could get to 80% **improvement** today.
"

manual handling) so that, when a remark indicates that the facility being ordered is a digital capable service (*e.g*., HDSL2), Qwest personnel will assign the type of facility needed for the digital capable loops (including compliance with industry standards). CLECs preferring automatic facilities assignment will be able to avoid this manual process by not using remarks.

Qwest should deliver a loop capable of supporting the type of service ordered by the CLEC, which will reduce problems at installation and reduce the number of needed repairs to make the service work as intended.

Repair, including repairs following Qwest maintenance and modernization activities

The example that was included in the first paragraph of Integra's CR (copied in part above) involved a repair *not* associated with an installation. A Qwest process already exists that enables CLECs to make comments when submitting trouble reports. When a CLEC, as part of those comments, identifies the facility to be repaired as a digital capable facility (*e.g*., HDSL2), Qwest needs to treat that facility accordingly. For example, Qwest personnel cannot (as they did in the example) tell the CLEC that Qwest will test and repair only to voice grade parameters, even though the facility is supposed to be capable of carrying data.[13]

To the extent that problems, such as the one in the example, occur because of inadequate training, Qwest should promptly train its personnel as to the appropriate parameters for services capable of carrying data. Once a facility is identified (by CLEC or Qwest) as a digital capable service (*e.g*., HDSL2), there should be no more instances when Qwest personnel as a matter of policy refuse to test to the industry standards/parameters for that service.

To the extent that problems, such as the one in the example, occur because Qwest repair personnel are relying on circuit ID or other indicators suggesting that a loop is an analog loop when in fact it is a digital capable loop, Qwest should promptly train its personnel to accept input from CLECs as to the type of service. For example, if a CLEC tells Qwest in written remarks or on a telephone call (consistent with applicable Qwest process) that a facility was ordered as HDSL2, the Qwest repair personnel should not take the position that Qwest will not treat it for testing and repair purposes as HDSL2 because the circuit ID or other indicator suggests otherwise. Qwest should test and repair it per the applicable industry standards for the digital capable service identified by CLEC.

There is no reason to wait for implementation of a USOC to ensure that repairs are performed in a manner appropriate for the service ordered by the CLEC. Even after a

[13] See, e.g., Qwest-Eschelon OR ICA: "9.1.9 In order to maintain and modernize the network properly, Qwest may make necessary modifications and changes to the UNEs in its network on an as needed basis. Such changes may result in ***minor*** changes to transmission parameters. If such changes result in the CLEC's End User Customer experiencing a degradation in the transmission quality of voice or ***data***, such that CLEC's End User Customer loses functionality or suffers material impairment, Qwest will assist the CLEC in determining the source and will take the necessary corrective action to ***restore*** the transmission quality to an acceptable level if it was caused by the network changes. . . ." (emphasis added).

USOC(s) is implemented for new ordering, digital capable loops (including HDSL2 circuits) will exist in the embedded base. If Qwest does not identify these facilities itself, Qwest will have to rely on information provided by CLEC as to the type of facility ordered when facilities in the embedded base need repair. Qwest should be relying on that CLEC-provided information now.

Qwest has identified no systems change or other change that is needed before implementing the requested training. Certainly, there is no legitimate reason to tie Qwest's position on testing at installation to testing for these repairs.

From: Johnson, Bonnie J.
Sent: Wednesday, February 04, 2009 12:26 PM
To: Bonnie Johnson; cmpcr@qwest.com
Cc: Johnson, Bonnie J.; Isaacs, Kimberly D.; Roberson, Laurie; Wigger, Dan J.; Denney, Douglas K.
Subject: Exception Notification and CR - Implementation of a USOC to correct facilities assignment for HDSL

Qwest/CMP,
Enclosed is a CR entitled Implementation of USOC to Correct Facilities Assignment of HDSL. Integra also requests an exception for this CR for any steps/procedures that have already been performed. An exception to the development procedure is warranted, for example, because Qwest has indicated that the internal Qwest
development work to implement this USOC is already underway and targeted for a mid April implementation.[1]

Integra is available for a pre-meeting or exception meeting if Qwest desires one. This CR does not replace CR PC082808-1IGX which is broader (as further discussed in the enclosed CR).

Let Integra know if Qwest believes a clarification call is required.

Thanks,

Bonnie

[1] 12/17/08 Product/Process CMP Meeting Bob Mohr-Qwest said that we wanted to provide an update from the last call. He said that we have held meetings with our sub teams to address the support of the (12/30/08 - Comments to minutes received from Integra) HDSL USOC and provisioning guidelines. The team has completed the analysis and determined that LFACs will look for a HDSL qualified Facility when the new USOC is present. He said that the team will meet on January 8th to work through the implementation steps and establish timelines associated with the implementation of the USOC.
(See also 1/21/09 CMP Product/Process meeting minutes) Bob said that the table changes will be worked with the system release in **(1/30/09 Comments to Minutes received from Integra) mid** April.

Thanks,

Bonnie

Bonnie J. Johnson| Director Carrier Relations
direct 612.436.6218 | fax 612.436.6318
730 Second Avenue S | Suite 900
Minneapolis, MN 55402
bjjohnson@integratelecom.com

CHANGE REQUEST FORM

CR # _____ **Status:** _____

Originated By: **Bonnie Johnson** Date Submitted: 2/4/09

Company: Integra Telecom Internal Ref# _____

Originator: Bonnie Johnson , Director Carrier Relations , bjjohnson@integratelecom.com , 763 745-8464

Name, Title, and email/phone#

Area of Change Request: Please click appropriate box(es) and fill out the section(s) below.

☐ Product/Process ☒ System

Exception Process Requested: Please click appropriate boxes

☒ Yes ☐ No

(Exception Process Requests will be considered at the next monthly CMP meeting unless Exception call/meeting requested)

☒ Exception call/meeting requested (Only if not having a call will cause a delay)

☐ Qwest SME(s) requested at Pre-Meeting (list if required) _____, _____, _____

Available Dates/Time for Clarification/Exception Pre-Meeting
1.
2.
3.
4.
5.

Regulatory or Industry Guideline CR: Please click appropriate box if you would like the CR to be considered as a Regulatory or Industry Guideline change.

☐ Regulatory ☐ Industry Guideline; Indicate industry forum: _____

Title of Change:

Qwest will implement the USOC to correct the facility assignment for HDSL

Description of Change/Exception:

Integra and its entities ("Integra") submits this change request (CR) to address a single issue – implementation of a Universal Service Ordering Code ("USOC") for HDSL (2 and 4 wire non loaded loops) to correct assignment of facilities. Qwest has indicated that there is a USOC already recognized by Telcordia/industry standards that would help ensure that facilities assigned to CLECs meet the parameters and industry standards applicable to the specific HDSL product ordered by the CLEC. Qwest, however, has not yet implemented its use for CLECs. (Qwest has not yet indicated whether it uses this USOC for Qwest retail or, if not, how assignment of facilities is physically performed for Qwest retail. Qwest should provide this information.) Qwest should implement the USOC expeditiously.

This CR does *not* replace in any way Integra's CR PC082808-1IGX (which is broader), and it should not delay the processing of that CR. Implementation of a USOC was not specifically mentioned in the description of change in that CR, whereas here Integra is specifically requesting USOC implementation for HDSL. Integra reserves its rights as to CR PC082808-1IGX. It appears from CMP discussions related to PC082808-1IGX that implementation of the USOC may be bogged down by other issues, so Integra has also submitted this CR to attempt to avoid delay in implementing the USOC. If implementation of the USOC assists in resolving some of the issues raised in CR PC082808-1IGX, as suggested by Qwest, then the companies may address that situation at the time.

CLECs communicate the type of service they intend to provide on 2/4 Wire Non-Loaded Loops by using the appropriate NCI/SECNCI codes on the Local Service Request (LSR). Qwest, however, told Integra personnel that Qwest provisions circuits to voice grade parameters, regardless of the NCI/SECNCI code requested on the LSR (*e.g.*, even if the code indicates a digital capable service, rather than a voice grade service). Qwest has suggested that the resulting problems may be at least partially alleviated if Qwest implements this USOC because, once Qwest assigns the USOC to a service, doing so will allow it to flow through facility assignment to better identify a facility capable of supporting HDSL2 service. Although Qwest had said that work on USOC implementation is currently underway and scheduled to be implemented in mid April of 2009, Qwest has since suggested that it may stop work on the USOC if CLECs do not agree to an unrelated Qwest proposal. Qwest should not tie implementation of the USOC to other issues. Doing so will cause an unnecessary delay and may cause discriminatory conditions to continue.

Qwest's ICA negotiations template Section 9.2.2.3 states:

> Qwest will provision digital Loops in a non-discriminatory manner, ***using the same facilities assignment processes that Qwest uses for itself to provide the requisite service***. (emphasis added)

A key problem that exists today, however, is that Qwest is not meeting this commitment. For CLECs, Qwest's facilities assignment process does not select/assign the best (most qualified) loop available *for the type of loop ordered* by the CLEC (e.g., HDSL). Instead, it is just as likely, or more likely, to assign a voice grade loop to fill a CLEC request for a digital capable loop. In contrast, for Qwest retail, Qwest automatically assigns the best (most qualified) loop available for the type of loop ordered by Qwest retail. Every day that this situation continues is another day of discrimination, and so every effort should be made to accelerate resolution of this problem. As Qwest has suggested that implementation of this USOC will assist with this issue for HDSL, Qwest should promptly implement the USOC.

Expected Deliverables/Proposed Implementation Date (if applicable):

Qwest will implement the USOC no later than mid April of 2009.

OPTIONAL – COMPLETE THE SECTIONS BELOW WHERE APPLICABLE

Products Impacted: Please Click all appropriate boxes & also list specific products within product group, if applicable.

- ☐ Ancillary
  - ☐ LIDB
  - ☐ 8XX
  - ☐ 911
  - ☐ Calling Name
  - ☐ SS7
- ☐ AIN
- ☐ DA
- ☐ Operation Services
- ☐ INP
- ☐ Centrex
- ☐ Collocation
  - ☐ Physical
  - ☐ Virtual
  - ☐ Adjacent
  - ☐ ICDF Collocation
  - ☐ Other _____
- ☐ Enterprise Data Source
- ☐ Other _____
- ☐ Local Switching _____
- ☐ LNP
- ☐ Private Line
- ☐ Resale
- ☐ Switched Service
- ☐ UDIT
- ☒ Unbundled Loop
- ☐ UNE
  - ☐ Switching
  - ☐ Transport (Include EUDIT)
  - ☒ Loop
  - ☐ UNE-P
  - ☐ EEL (UNE-C)
  - ☐ Other _____
- ☐ Wireless
- ☐ LIS / Interconnect
  - ☐ EICT
  - ☐ Tandem Trans. / TST
  - ☐ DTT / Dedicated Transport
  - ☐ Tandem Switching

Area Impacted: Please click appropriate box.

- ☐ Pre-Ordering
- ☒ Provisioning
- ☒ Ordering
- ☐ Billing
- ☐ Maintenance / Repair
- ☐ Other _____

Form/Transaction/Process Impacted (IMA only): Please click all appropriate boxes.

Order

☐ LSR	☐ End User (EU)	☐ Resale (RS)	☐ Resale Split (RSS)
☐ Centrex (CRS)	☐ Resale Pvt. Line (RPL)	☐ Hunt Group (HGI)	☐ Loop Service (LS)
☐ Centrex Split (CRSS)	☐ Port Service (PS)	☐ Number Port (NP)	☐ Loop Service w/NP (LSNP)

☐ Frame Relay (RFR) ☐ DID Resale (DRS) ☐ Directory Listings (DL)

☐ Other _____

LSR Activity

☒ N - New	☒ C - Change	☐ D - Disconnect	☒ T – Outside Move
☐ M – Inside Move	☐ Y - Deny	☐ L – Seasonal Suspend	☐ W – Conversion As Is
☐ B – Restore	☐ R - Record	☐ Z – Conv as Spec/No DL	☐ V – Conversion As Spec

☐ Other _____

Pre-Order

☐ Address Validation	☐ CSR	☐ TN Reservation	☐ Loop Qual
☐ Facility Avail.	☐ Service Avail.	☐ CFA Validation	☐ Appointment Scheduler
☐ Raw Loop Data	☐ DLR	☐ Meet Point	☐ Listing Reconciliation
☐ Cancel	☐ Other _____		

Post-Order

☐ Local Response	☐ Completion	☐ PSON	☐ Billing Completion
☐ Status Updates.	☐ Status Inquiry	☐ LSR Notice Inquiry	☐ LSR Status Inquiry
☐ DSRED	☐ Batch Hot Cut	☐ Provider Notification	☐ Other _____

OSS Interfaces Impacted: Please click all appropriate boxes.

☐ CEMR	☐ IMA Application-to-Application interface	☐ MEDIACC	☐ QORA
☐ EXACT	☐ IMA GUI		☐ Wholesale Billing Interface
☐ Directory Listing		☐ SATE	☐ Other _____

Change Request Form Instructions

The Change Request (CR) Form is the written documentation for submitting a CR for a Product, Process or OSS interface (Systems) change. The CR should be reviewed and submitted by the individual, which was selected to act as a single point of contact for the management of CRs to Qwest. Electronic version of the CR Form can be downloaded from the Qwest Wholesale WEB Page at http://www.qwest.com/wholesale/cmp/changerequest.html.

Product/Process and System CRs may be submitted to Qwest via e-mail at: cmpcr@qwest.com

To input data to the form, use the Tab Key to navigate between each field. The following fields on the CR Form must be completed as a minimum, unless noted otherwise:

Submitted By
- Enter the date the CR is being submitted to the Qwest CMP Manager.
- Enter Company's name and Submitter's name, title, and email/Phone #.
- Optional – identify potential available dates Submitter is available for a Clarification Meeting.
- Optional – enter a Company Internal Reference No. to be identified.

Area of Change Request
- Select the type of CR that is being submitted (Product, Process, or Systems).

Exception Process Requested
- Originator should indicate if they wish to have the request handled on an exception basis.
- Exception requests will be considered at the next monthly CMP meeting, unless the Originator requests an emergency call/meeting.
- Optional - Select Emergency call/meeting requested, if an emergency call/meeting is required.
- Optional - Originator may request a pre-meeting with Qwest by selecting the Pre-meeting with Qwest requested box.
- Optional - Originator may identify certain Qwest SME(s) to attend the Pre-meeting by selecting the Qwest SME(s) requested at Pre-Meeting box and listing the SME(s).

Regulatory or Industry Guideline CR
- Select either Regulatory or Industry Guideline if you would like the CR to be considered as a Regulatory or Industry Guideline change

Title of Change
- Enter a title for this CR. This should concisely describe the CR.

Description of Change/Exception
- Describe the Functional needs of the change being requested. To the extent practical, please provide examples to support the functional need and the names of Qwest personnel with whom the originator has been working to resolve the request. Also include the business benefit of this request.
- If Exception Process requested, provide reason for seeking an exception.

Expected Deliverables/Proposed Implementation Date (if applicable)
- Enter the desired outcome required (e.g. revised process, clarification, improved communication, etc.) and the desired date for completion. The specific deliverables Qwest must produce in order to close the CR. The originator should provide as much detail as possible.

Products Impacted – Optional
- To the extent known, check the applicable products that are impacted by the CR.

Area Impacted – Optional
- To the extent known, check the applicable process areas that are impacted by the CR.

OSS Interfaces Impacted – Optional
- To the extent known, check the applicable systems that are impacted by the CR.

Qwest's CMP Manager will complete the remainder of the Form.

CLEC-Qwest CMP Voting Ballot

Name of Call/Meeting:	Exception Meeting and Vote (PC020409-1EX)
Date of Vote:	February 17, 2009

Subject:	PC020409-1X – Exception Request to implement the USOC to correct the facility for HDSL A vote of 'Yes' will indicate a preference to allow the implementation of the USOC to correct the facility assignment for HDSL no later than mid April 2009 and not delay the processing of PC082808-1IGX. A vote of 'No' will indicate a preference to **NOT** allow the implementation of the USOC to correct the facility assignment for HDSL no later than mid April 2009 and not delay the processing of PC082808-1IGX.

Voting Carrier	Voting Participant	Vote		
		YES	NO	Abstain
Covad Communications	Liz Balvin	X		
Comcast Cable Corporation	Brenda Bloemke	X		
Jaguar Communication	Mike Wilker	X		
Live Wire Networks, Inc	Jim Hinsdale	X		
Quantum Communications	Valerie Starr	X		
Integra	Bonnie Johnson	X		
McLeod	Julia Redman-Carter	X		
XO Communications	Loriann Burke	X		
Qwest Corporation	Mark Coyne		X	
Verizon Business	LeiLani Hines	X		

Result:	A vote was conducted on February 17, 2009 in accordance with Section 16.4 and 17.0 of the CMP Document on exception change request PC020409-1EX submitted by Integra. The vote tally was as follows: 9 Yes votes, 1 No vote, and 0 Abstain votes. Pursuant to Section16.4 of the CMP Document, this exception CR was not granted as Qwest subsequently provided supporting criteria for denial as set forth in Section 5.3 of the CMP Document.

-----Original Message-----
From: Stecklein, Lynn [mailto:Lynn.Stecklein@qwest.com]
Sent: Wednesday, February 18, 2009 11:32 AM
To: Johnson, Bonnie J.
Subject: PC020409-1EX Integra Exception Denial

Hi Bonnie,

I have attached the formal denial response on PC020409-1EX.

Thanks,

Lynn

February 17, 2009

Qwest Response
Exception Vote Required Meeting

Bonnie Johnson
Integra

SUBJECT: CLEC Change Request Response - CR #PC020409-1EX

This CR submitted by Integra and its entities ("Integra") is requesting to address a single issue – implementation of a Universal Service Ordering Code ("USOC") for HDSL (2 and 4 wire non loaded loops) to correct assignment of facilities. Qwest has indicated that there is a USOC already recognized by Telcordia/industry standards that would help ensure that facilities assigned to CLECs meet the parameters and industry standards applicable to the specific HDSL product ordered by the CLEC. Qwest, however, has not yet implemented its use for CLECs. (Qwest has not yet indicated whether it uses this USOC for Qwest retail or, if not, how assignment of facilities is physically performed for Qwest retail. Qwest should provide this information.) Qwest should implement the USOC expeditiously.

Qwest Response:

This Exception Change Request requires a business discussion regarding the obligation to provide the HDSL Capable Loop USOC and the cost to do so. Absent the obligation to provide an HDSL Capable Loop, the decision to implement this Exception CR becomes a financial decision. Absent the CLEC community agreement to perform cooperative testing, this HDSL Capable Loop USOC implementation becomes a financial liability to Qwest. Qwest therefore respectfully denies this Exception CR to implement an HDSL Capable Loop USOC without including the cooperative test requirement as it is economically not feasible.

Sincerely,

Qwest Corporation

From: Johnson, Bonnie J.
Sent: Thursday, March 05, 2009 11:51 AM
To: 'cmpesc@qwest.com'
Cc: Johnson, Bonnie J.; Isaacs, Kimberly D.
Subject: Integra and affiliates ("Integra") Escalation PC020409-1EX Denied

- Description of item being escalated

Integra and its affiliated entities ("Integra") escalate Qwest's denial of Integra's Change Request (CR) PC020409-1EX. In addition, Integra escalates its request to proceed on an exception basis, as the exception request gained more than the requisite two-thirds majority vote needed under CMP Document 16.4, but Qwest did not proceed on an exception basis and instead denied the CR.

- History of item

On February 4, 2009, Integra submitted CR PC020409-1EX, entitled "Qwest will implement the USOC to correct the facility assignment for HDSL," to request implementation of a Universal Service Ordering Code ("USOC") for HDSL (2 and 4 wire non loaded loops) to correct assignment of facilities ("Integra's Facilities Assignment USOC CR"). Qwest has an obligation to provide digital Loops in a non-discriminatory manner, using the same facilities assignment processes that Qwest uses for itself to provide the requisite service. Qwest, however, is not meeting this obligation, to the detriment of CLECs, competition, and end user customers. Integra indicated in its CR that Qwest had said that there is a USOC already recognized by Telcordia/industry standards that would help ensure that facilities assigned to CLECs meet the parameters and industry standards applicable to the specific HDSL product ordered by the CLEC but Qwest has not yet implemented its use for CLECs, and Integra requested that Qwest implement the USOC expeditiously. Integra's request and the basis for its request are further described below. On February 17, 2009, during a CMP ad hoc call, a vote was held on Integra's request for an exception to the CMP processes to recognize that some CMP process steps were not necessary due to Qwest work already done on USOC implementation. All participating CLECs (9 CLECs) voted in favor of the exception request, and only Qwest voted against the exception, so the CMP criteria were met to proceed with the CR on an exception basis. Qwest, however, said on the ad hoc call that it was denying the CR, which Qwest indicated rendered the exception vote moot. On February 18, 2009, during the monthly CMP meeting, Integra asked whether, separate from the exception request, Qwest would provide its written response to the substance of the CR per the established CMP procedures which provide for a written Qwest response to the CR. Qwest agreed to provide a written response, which it sent by email to Integra on February 18, 2009 (though the enclosed Qwest Response is erroneously dated February 17, 2009).

- Reason for Escalation

A key reason for this escalation is the importance of this issue and its impact on CLECs, competition, and end user customers. Qwest's denial of Integra's Facilities Assignment USOC CR (#PC020409-1EX) violates Qwest's obligations under the Act, including Qwest's nondiscrimination obligations, as well as its obligations under CLEC ICAs and the SGATs. As a result, CLECs, competition, and end user customers are harmed. Qwest needs to reverse its denial and promptly implement this CR.
As discussed below, "Loops" include xDSL capable services, including HDSL capable loops. Regarding Loops (and, specifically, "digital Loops,"), Qwest's Statements of Generally Available Terms (SGATs), as well as certain CLEC ICAs and Qwest's own ICA negotiations template proposal, in Section 9.2.2.3 state:

> Qwest will provision digital Loops in a non-discriminatory manner, ***using the same facilities assignment processes that Qwest uses for itself to provide the requisite service***. (emphasis added)

A key problem that exists today, however, is that Qwest is not meeting this long-standing obligation. For CLECs, Qwest's facilities assignment process does not select/assign the best (most qualified) loop available ***for the type of loop ordered*** by the CLEC. Instead, it is just as likely, or more likely, to assign a voice grade loop to fill a CLEC request for a digital capable loop. In contrast, for Qwest retail, Qwest automatically assigns the best (most qualified) loop available for the type of loop ordered by Qwest retail. (See, e.g., minutes from 12/17/08 & 1/21/09 CMP meetings.) Every day that this situation continues is another day of discrimination, and so Qwest should make every effort to accelerate resolution of this problem. Given that Qwest had already indicated that it could implement the requested USOC by mid-April 2009, there is no reason to delay this step toward helping to remedy this discriminatory situation. It is no answer to a discriminatory situation to say that Qwest will resolve all aspects of the problem or none at all. Moreover, implementing the USOC for HDSL now will providing additional information, experience, and learning that can be applied when addressing the issues as to other products. Implementing the requested USOC will help address the issue for HDSL, and any delay in implementing the USOC constitutes intentional violation of the Act, as Qwest is choosing to continue a discriminatory situation instead of trying to remedy it expeditiously.

Erroneous, discriminatory assignment of facilities causes harm. For example:

> When a CLEC orders a HDSL capable loop and Qwest instead assigns a voice grade loop, Qwest does not tell the CLEC that it is assigning a loop different from the one ordered by the CLEC. The CLEC does not discover that, even though it ordered a digital capable loop, the loop Qwest assigned is not capable of carrying data until after the CLEC accepts the loop. When CLEC attempts to turn-up service for its customer, CLEC then learns that the loop assigned and delivered by Qwest is not the one ordered by the CLEC. The CLEC is then forced to expend time and resources to open a repair ticket and work through resolution of the repair, if Qwest will even work with the CLEC to resolve the issue. More often, Qwest refuses to fix the problem, claiming that it the HDSL capable loop need only meet voice transmission parameters. The FCC rules, however, provide that Qwest "shall test and report troubles for all the features, functions and capabilities of conditioned copper lines, and ***may not restrict its testing to voice transmission only***." [47 CFR §51.319(a)(1)(iii)(C); emphasis added.] Qwest's refusal forces the CLEC into a situation in which it must place another order, either for the same product (gambling that, this time, chance might assign an appropriate loop) or, more likely due to the need to limit delay, for a more expensive product – to Qwest's financial benefit and CLECs' detriment. In the meantime, the entire process causes delay to the end user customer, which either does not get cutover until the type of loop actually ordered by CLEC is assigned and provisioned or the new more expensive service is ordered and delivered. This situation creates a competitive advantage for Qwest, as its own customers do not experience the same delay, to the detriment of competition and consumers.

Despite Integra's having explained these problems in CMP, Qwest provides very little information in its written Response denying the CR. Integra will reply to each of Qwest's brief assertions in the order in which they appear in Qwest's one-paragraph response:

First, Qwest states that Integra's Facilities Assignment USOC CR "requires a business discussion." Integra remains willing to engage in business discussions with Qwest and other CLECs. Qwest, however, has precluded discussion with its denial of this CR.

Second, Qwest suggests that it has no "obligation to provide an HDSL Capable Loop." Qwest cites no authority and provides no basis for its assertion that it has no obligation to provide

an HDSL Capable Loop. Qwest also provided no citations or basis for that position in CMP communications regarding this issue; in fact, Qwest appeared to recognize in CMP its obligation to provide HDSL capable loops to CLECs. If Qwest's response was unclear and, in fact, Qwest agrees with CLECs on this point, then Qwest needs to clarify its response and expressly state that it recognizes that Qwest has an obligation to provide HDSL Capable Loops to CLECs. If, however, Qwest maintains that it has no obligation to provide HDSL Capable Loops to CLECs, Qwest needs to both provide specific citations to authority for its position and respond to the authority cited by Integra. Authority and documentation that Qwest has an obligation to provide HDSL Capable Loops to CLECs include the following:

- The FCC specifically found that ILECs, such as Qwest, must unbundle xDSL capable loops. (TRO ¶23; see also 47 CFR §51.319.) The term "xDSL" refers to digital subscriber line (DSL) "as a general technology" that is not limited to, but includes, specific types of DSL such as High Speed Digital Subscriber Line (HDSL). (TRO fn 661 to ¶215; see also UNE Remand Order fn 299 to ¶166.) Note that "xDSL" is *not* limited to particular Qwest products (*e.g.*, xDSL-I) and, if Qwest's products or processes are inconsistent with the law, the law controls and any flaws in Qwest's products or processes need to be brought into compliance with the law. ILECs must "condition loops for the provision of digital subscriber line (xDSL) services." (TRO, p. 14, 2nd bullet; see also TRRO ¶12.) The local loop element that Qwest is required to unbundle includes "two and four-wire loops conditioned to transmit the digital signals needed to provide xDSL service." (TRO ¶249; see also UNE Remand Order ¶ 166; First Report and Order, ¶380.) The First Report and Order was released on August 8, 1996, the UNE Remand Order was released on November 5, 1999, and the TRO was released on August 21, 2003. As indicated in the examples below, in the meantime, SGATs and ICAs also have reflected Qwest's obligation to provide xDSL service to CLECs. Qwest cannot reasonably argue that it is not required to assign and provision, when requested, two and four-wire loops conditioned to transmit the digital signals needed to provide xDSL service (including HDSL) to CLECs. Qwest also cannot assert – after all of these years of having this obligation – any legitimate basis for its current facilities assignment, processes and procedures not taking into account this long-standing obligation, if that is Qwest's claim.

- The SGATs (including CLEC ICAs based on the SGATs, such as that of Qwest's affiliate Qwest Communications Corporation in AZ), like the recent Qwest-Eschelon Arizona, Minnesota, Oregon and Utah interconnection agreements ("ICAs") (§9.2.2.3), define 2/4 wire non-loaded loops as "digital capable" loops. The SGATs and the recent Qwest-Eschelon ICAs (§9.2.2.1.1 & 9.2.2.1.2) provide that use of the words "capable" and "compatible" to describe Loops means that Qwest assures that the Loop meets the technical standards associated with the specified Network Channel/**Network Channel Interface** codes, as contained in the relevant technical publications and industry standards. Qwest's position that its current facilities assignment process for CLECs recognizes only the "Network Channel" code but not the "Network Channel Interface" is inconsistent with this long-established principle.

- The Qwest-Integra Oregon ICA has been in place since 2000 (for Integra as well as other CLECs, as it is based on the Qwest-AT&T ICA). That ICA (Att. 3, §2.1 and subparts) defines an unbundled loop to include loops that transmit digital signals and provides that CLEC may order special copper loops unfettered by any intervening equipment and which do not contain any bridged taps, so that CLEC may use the loops for a variety of services by attaching appropriate equipment. For example, when a CLEC orders an HDSL2 capable loop (identified on the LSR by using the NC code of LX-N with the NCI code of 02QB9.00H and a SEC code of NCI 02DU9.00H), Qwest should assign and provision a loop unfettered by intervening equipment so that CLEC may provide working HDSL2 service over the HDSL2 capable loop by attaching appropriate equipment.

- The SGATs and recent Qwest-Eschelon ICAs (§9.1.9) provide that network maintenance and modernization activities will result in UNE transmission parameters that are within transmission limits of the UNE **ordered by CLEC**. This confirms that Qwest must initially assign xDSL capable loops based on the transmission parameters for the type of loop ordered by the CLEC. This means, among other things, that Qwest's assignment process needs to recognize and assign the type of loop ordered by CLEC (e.g., the NC and NCI codes).

- Qwest's ICA negotiations template proposal in Section 9.2.2.2 addresses "Analog (Voice Grade) Unbundled Loops" and in Section 9.2.23 addresses "Digital Capable Loops – DS1 and DS3 Capable Loops, Basic Rate (BRI) ISDN Capable Loops, 2/4 Wire Non-Loaded Loops and xDSL-I Capable Loops." Section 9.2.2.3 provides that ***digital capable*** loops, including "2/4 Wire Non-Loaded Loops," are "capable of carrying specifically formatted and line coded digital signals." That means that, when Qwest provides this loop, it must assign and deliver a loop capable of providing data to the CLEC to have met its obligation to provide the digital capable loop ordered by the CLEC. ***There is no exception in 9.2.2.3 (in Qwest's template offering or in the SGATs and ICAs) for providing a loop that is not digital capable and then later, after imposing extra work and delays upon CLEC and its customer, providing a different loop that is digital capable***.

Integra reserves its rights under its ICAs and the law. At the same time, in an effort to resolve this issue and at the request of Qwest to bring issues to CMP, Integra requests that Qwest reverse its denial and implement this CR.

Third, Qwest indicates that "the decision to implement this . . . CR becomes a financial decision." Qwest considers only its own alleged costs, however, without recognizing the very real costs to CLECs of Qwest's denial of this CR. Costs that Qwest incurs only because it has implemented a discriminatory process that it now needs to correct should not be considered, as Qwest should have implemented nondiscriminatory facilities assignment to begin with. Being discriminated against, as well as not receiving the HDSL product ordered in violation of ICAs and the law, imposes a financial burden on CLECs. The FCC has found that CLECs are "impaired" without access to unbundled "xDSL-capable stand-alone copper loops." (TRO ¶642.) In other words, the FCC has already found that lack of access to unbundled xDSL capable loops "***poses a barrier or barriers to entry*** . . . that are likely to make entry into a market uneconomic" for a reasonably efficient competitor. (TRRO ¶22; emphasis added.) Integra believes that Qwest is the cost-causer in this situation. If Qwest disagrees and believes that it has unrecovered costs for which it should be compensated, then the solution is ***not*** to deny CLECs their rights under the law and the ICAs. Rather, Qwest must request cost recovery from the state commissions and establish its right to receive such compensation.

Fourth, Qwest withholds any potential willingness to proceed with implementation of the USOC to improve facilities assignment as a means to force CLECs into an unnecessary "agreement to perform cooperative testing." Testing comes later (at installation), however, and is separate from assignment of facilities (e.g., a loop) ***before*** the loop is installed and tested. Improving the appropriateness of the loop assigned, so that it is of the type ordered by the CLEC, will help ensure fewer problems when the testing stage is reached. Failed testing due to the assignment of a voice grade loop when a digital capable loop was ordered will be eliminated once the assignment process is improved to ensure assignment of a digital capable loop. Thus, those testing issues will never be reached to the extent implementation of the USOC results in assignment of the best (most qualified) loop available for the type of loop ordered by the CLEC. There is simply no reason to tie implementation of the USOC at the facilities assignment stage to capitulation to Qwest's position regarding later testing. This is particularly true because Qwest admitted that, for comparable types of service, Qwest does not perform or require its staff to perform the work it seeks to require CLECs to perform. Qwest said:

> Jamal Boudhaouia - He said that we will check to see if the bridge tap is interfering with it. ***He said that Qwest does not do HDLS [sic] test in the CO because we are not equipped to do that and the equipment is very expensive.*** (12/30/08 Comments to minutes received from Integra) When we hook to the HDSL mux we test remotely ***- it works or doesn't work*** - we don't have the ability to test the raw loop, ***we look for open shorts, bridge tap, or Load Coils that we missed***. (minutes from 12/17/08 CMP meeting; emphasis added)

In other words, Qwest "does not do HDSL2 tests in the CO" for every installation for itself, but Qwest is attempting to force HDSL2 tests in the CO upon CLECs by requiring joint cooperative testing in the case of every loop installation. This is inefficient and creates unnecessary work, delay, and expense for CLECs. For example, if a CLEC that has 50 collocations throughout a city has ordered loops with the same due date for 3 installations in 3 unmanned collocations spread far apart in that city, Qwest would require CLEC to dispatch technicians all over town that day to jointly test for problems, even though the loops may in fact work when delivered (***and should work, if proper facilities are assigned, as is more likely if the USOC is implemented as requested***). For CLECs, Qwest proposes to require joint testing 100% of the time.

In contrast, Integra's position is much more efficient, because it isolates joint testing to those limited circumstances when joint testing is truly required. Per Integra's position, when Qwest assigns a loop capable of carrying data consistent with the law and industry guidelines, in most cases the loop should work as intended. Therefore, no joint testing is required. Even assuming the loop does not work upon delivery, CLEC will be able to perform tests once it hooks up its equipment. Qwest's existing processes require CLEC to perform trouble isolation before reporting trouble to Qwest and to submit its test results with its trouble report. (See Qwest's ICA negotiations template Sections 12.3.3.5 & 12.3.4.) As with any other basic loop installation after which the loop does not work, the companies may agree on the cause of the problem and the solution. If the CLEC reports that its tests indicate, for example, that excessive bridged taps are interfering with its HDSL2 service and Qwest agrees, no joint meet is required. (This assumes that Qwest is not enforcing a policy of testing only to voice grade parameters even when the CLEC informs Qwest that its service is supposed to be capable of carrying data.) Only in the sub-set of installations for which the loop does not work and the companies do not agree on trouble isolation may joint testing be required. This is a far more efficient than Qwest's proposal to require joint testing for 100% of installations.

As discussed above, a key problem that Integra's CR is attempting to address is that, when Qwest provides a digital loop with a basic installation to CLECs, the facilities assignment process should take care of as many problems in advance of loop delivery as the facilities assignment process for Qwest retail. For example, if a Qwest retail customer that orders a digital service is unlikely to be assigned an analog facility with excessive bridged taps, a CLEC that orders a digital service should also be just as unlikely to be assigned an analog facility with excessive bridged taps. Once Qwest's facilities assignment process is nondiscriminatory, the need for CLECs to request repairs after a basic installation should be reduced accordingly. In other words, repairs following installations that are caused by Qwest delivering a voice grade loop when in fact a digital loop was ordered should be substantially reduced, if not eliminated.

Qwest needs to bring its facilities assignment process into compliance and make it nondiscriminatory. If implementing the USOC for CLECs is a means by which Qwest may start to do that, Qwest should have done it by now given its obligations but certainly should not delay it any longer by attaching inappropriate pre-conditions to implementing the USOC. Integra has a right to the installation option provisions in its ICAs, including basic installation. Qwest needs to ensure that, before delivering a loop, Qwest is first assigning a loop that meets the industry standards for that type of loop. Qwest cannot cure its failure to appropriately assign a loop on a nondiscriminatory basis by shifting the burden to CLECs to perform work that would not be necessary if the assignment process worked as it should. Once it works as it should, there may

be little or no need for cooperative/joint testing or repair, because the delivered loop will work as intended for the service ordered.

Finally, Qwest states that without tying implementation of the USOC to its additional demand for cooperative testing in every case, the USOC implementation "becomes a financial liability to Qwest" and is "economically not feasible." Requiring cooperative testing for every HDSL Capable Loop installation, however, becomes a financial liability to CLECs and is not economically feasible (for the reasons discussed above regarding Qwest's fourth point). Also, Qwest's proposal to require cooperative testing would deny CLECs the installation option currently available to them under their ICAs to request, for HDSL capable loops, a basic installation (which in most, if not all, Qwest states is available to CLECs at a commission-approved rate). Instead, Qwest would require CLECs to order the more expensive cooperative testing installation option in every case. Even more importantly, Qwest's proposal would impose expenses and resource burdens on CLECs (such as those described in the example provided above involving unmanned collocations) that Qwest itself does not incur because it does not perform this type of testing itself, as discussed above. Integra asked Qwest about this aspect of Qwest's response in CMP, as reflected in the February 18, 2009 meeting minutes:

> "Doug Denney-Integra said that Qwest's denial on the exception CR states that there is a financial risk and asked what Qwest was referring to.
>
> Bob Mohr-Qwest said that the financial liability is associated with the cost of equipping and training the technicians to perform the test at this level.
>
> Doug Denney-Integra said that the other CR doesn't ask Qwest to do this and that they only want the USOC implemented. He said he was not sure how that fits into the rejection of the CR.
>
> Bob Mohr-Qwest said that the CR would be a half solution without testing and would shift additional liability to the repair process and Qwest is not willing to implement a partial solution."

Qwest, however, is not shifting liability to repair by implementing the USOC to allow Qwest's facility assignment system to assign a HDSL qualified facility capable of supporting the service (instead of erroneously assigning a voice grade loop when a digital loop was requested). Repairs caused at installation by Qwest's erroneous facilities assignment would be minimized or eliminated. Qwest's response is incongruous particularly given that, by assigning the wrong loop type, Qwest is currently creating liability *for CLECs* by forcing them into the repair process at the time of installation instead of properly assigning the correct loop type. When the wrong loop type is assigned, CLECs have to go through the repair process and then, if Qwest wrongly restricts testing to voice transmission only, also have to endure additional ordering and installation processes, including the added expense and delay associated with ordering a more expensive product. As discussed above, the liability that Qwest's faulty facilities assignment process imposes upon CLECs is the result of discrimination and violation of Qwest's obligation to assign and provision xDSL capable loops. The consequences of that conduct belong with Qwest, not CLECs. Regarding a partial solution, as discussed above, a partial solution to a discriminatory and unlawful situation is at least a start and better than no solution at all, and the learning gained from implementation of the USOC for this product may shed light on how to proceed for other products.

- Business need and impact

Qwest said that the implementation of a new USOC will allow Qwest's facility assignment system (known as LFACS) to assign a HDSL qualified facility capable of supporting the service when a CLEC orders a HDSL capable non loaded loop from Qwest. (See 12/17/08 CMP meeting minutes.) During the January 21, 2009 monthly CMP call, Qwest said it could implement the USOC in mid-April 2009. Qwest admits its processes/systems currently do not assign a facility

capable of supporting the service a CLEC orders when a CLEC requests an HDSL qualified non loaded loop from Qwest. Assigning a facility capable of supporting the requested service, however, would reduce problems at installation and reduce the number of needed repairs to make the service work as intended.

For Qwest retail, in the December 17, 2008 CMP meeting, Qwest (Jamal) told CLECs that "Qwest HDSL2 goes through the CSA guidelines." In other words, Qwest admits that Qwest assigns the appropriate facility for its own retail services. In contrast, for CLECs, Qwest said that its policy is that Qwest will only test and repair the loop to voice transmission parameters, because Qwest cannot differentiate a HDSL qualified non loaded loop from a voice grade loop using its current processes (notwithstanding its long-established legal obligations to make that distinction and to not restrict testing to voice transmission only). Qwest indicated that, for HDSL, implementing the requested USOC would allow Qwest to finally make that distinction for CLECs. Therefore, a key CLEC business need is for Qwest to implement the USOC without delay to correct this problem. Once Qwest's processes/systems can differentiate a HDSL qualified non loaded loop from a voice grade loop, Qwest will then assign a HDSL qualified non loaded loop when CLEC orders a HDSL qualified non loaded loop, eliminating the existing problems associated with Qwest erroneously assigning a voice grade loop in these circumstances.

Regarding the significant impact upon CLECs, see the discussion above.

- Desired CLEC resolution

Qwest will reverse the denied status of Integra's CR and implement the USOC in mid-April 2009. Qwest will implement the exception request to expeditiously implement the USOC. If Qwest's refusal to recognize the work already done and its own projected completion date by voting against the exception request, combined with Qwest's denial of the CR, results in a delay in the implementation date, then Qwest should implement the USOC at the earliest possible date after mid-April 2009.

In addition, Qwest will promptly provide the requested additional information about Qwest retail facility assignment to CLECs. In its CR, Integra said: "Qwest has not yet indicated whether it uses this USOC for Qwest retail or, if not, how assignment of facilities is physically performed for Qwest retail. Qwest should provide this information."

Also, if Qwest's response was unclear and, in fact, Qwest agrees with CLECs, then Qwest will clarify its response and expressly state that it recognizes that Qwest has an obligation to provide HDSL Capable Loops to CLECs. If, however, Qwest maintains that it has no obligation to provide HDSL Capable Loops to CLECs, Qwest will both provide specific citations to authority for its position and respond to the authority cited by Integra.

Bonnie

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March 6, 2009

VIA OVERNIGHT DELIVERY

Director – Interconnection Compliance &
Qwest Legal Department
Qwest Corporation
1801 California, Room 2410
Denver, CO 80202

RE: Written notice – ICA §§12.1.6, 9.1.2, 9.1.9, 9.2.2.1.1, 9.2.2.1.2, 9.2.2.3 (and OR Integra ICA, Att. 3, §2.1 and subparts) & CMP Document Section 2.6; CMP CR ## PC020409-1EX and PC082808-1IGX

Dear Sir or Madam:

Enclosed is a copy of correspondence (in the form of a response to input questions) by Integra and its affiliated entities ("Integra") to Liberty Consulting Group on behalf of certain state commissions within the Regional Oversight Committee ("ROC"). The latter is an industry group, separate from the Change Management Process (CMP), that is currently responsible for recommending changes to the Performance Indicator Definitions ("PIDs"). Section 2.6 of CMP Document[1] states:

> The parties recognize that if an issue results from CMP that relates to the PIDs (e.g., Qwest denies a CR with reference to PIDs, discussion of PID administration is needed in order to implement a CR, etc.), any party to this CMP may take the issue to the PID Administration Group for discussion and resolution as appropriate under the procedures for that Group. At the time any party brings such an issue to the PID Administration Group, such party shall notify Qwest and Qwest will distribute an e-mail notification to the CMP body. Qwest shall also distribute to the CMP body all correspondence with the PID Administration Group relating to the issue at the time such correspondence is exchanged with the PID Administration Group (if Qwest is not copied on such correspondence, the involved CLEC will forward such correspondence to Qwest for distribution to the CMP body).

Consistent with Section 2.6, please distribute an e-mail notification to the CMP Body with a copy of this letter and enclosure. Section 2.6 anticipates potential "joint meetings, on an as needed basis, of the PID Administration Group and the CMP body to address issues that affect both groups."

[1] http://www.qwest.com/wholesale/downloads/2007/070719/QwestWholesaleChangeManagementDocument_07_20_07.doc

It is important to emphasize that there is no provision in the CMP Document allowing Qwest to delay Change Requests (CRs) because the issues are also being discussed in the context of the PIDs. For example, the implementation of UNEs was not delayed until after there was a means to measure them. Measurement is important but should not delay nondiscriminatory access to digital capable loops (particularly as such access should have been available all along per the Act and the interconnection agreements). Qwest must proceed with CR Numbers PC020409-1EX and PC082808-1IGX without delay.

Sincerely,

Karen L. Clauson
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Douglas Denney, Integra
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Jeff Oxley, Integra

"10. What QPAP (CPAP) components or PID measures (including products tracked, standards, and reporting levels) do you believe should be added? Would you recommend changing any PID measures that are now diagnostic (without standards) to ones with standards and including them in the QPAPs (CPAP), or vice versa? To the extent that this response might vary by state, please indicate how.

. . .

UNE Facility Assignment and Related Issues – A measure should be developed to help ensure appropriate and nondiscriminatory assignment of facilities for the products ordered by CLECs. Regarding unbundled loops (and, specifically, "digital Loops"), Qwest's Statements of Generally Available Terms (SGATs), as well as certain CLEC ICAs and Qwest's own ICA negotiations template proposal, in Section 9.2.2.3 state:

> Qwest will provision digital Loops in a non-discriminatory manner, ***using the same facilities assignment processes that Qwest uses for itself to provide the requisite service.*** (emphasis added)

A key problem that exists today, however, is that Qwest is not meeting this long-standing obligation. For CLECs, Qwest's facilities assignment process does not select/assign the best (most qualified) loop available ***for the type of loop ordered*** by the CLEC. Instead, it is just as likely, or more likely, to assign a voice grade loop to fill a CLEC request for a digital capable loop. In contrast, for Qwest retail, Qwest automatically assigns the best (most qualified) loop available for the type of loop ordered by Qwest retail. Integra has raised this issue in Qwest's Change Management Process ("CMP"). Qwest, however, has recently denied an Integra's Change Request ("CR") (#PC020409-1EX), entitled "Qwest will implement the USOC to correct the facility assignment for HDSL," to request implementation of a Universal Service Ordering Code ("USOC") for HDSL (2 and 4 wire non loaded loops) to correct assignment of facilities ("Integra's Facilities Assignment USOC CR"). Integra has escalated the denial of its CR in CMP. If Qwest implements the USOC, it should help Qwest in achieving better performance. Even assuming Qwest reverses its position and implements the USOC, however, performance measurement may be needed to evaluate the problem and measure the extent to which USOC implementation addresses the problem and whether additional steps are necessary.

Enclosed with these Responses are copies of Integra's CMP Escalation related to its Facilities Assignment USOC CR (#PC020409-1EX), along with another, broader Integra CMP CR (#PC082808-1IGX) entitled "Design, Provision, Test, and Repair Unbundled Loops to the requirements requested by CLEC, including NCI/SECNCI Code Industry Standards." Integra will also provide copies of the documents cited in these enclosures, if requested. There should be discussion of how the issues raised in these CRs may be addressed in PIDs/PAPs.

Also enclosed is a copy of CMP Document Section 2.6, entitled "CMP Relationship with Management of Performance Indicator Definitions (PIDs)." The CMP Document

governs the scope and operation of Qwest's CMP.[2] Section 2.6 states that any party to CMP may take an issue from CMP that relates to the PIDs "to the PID Administration Group for discussion and resolution as appropriate." The "PID Administration Group" is defined as an industry group separate from CMP. Pursuant to Section 2.6, Integra has provided a copy of the portion of this Response relating to UNE Facilities Assignment to Qwest. There is no provision in the CMP Document allowing Qwest to delay the CRs because these issues are also being discussed in the context of the PIDs/PAPs. For example, the implementation of UNEs was not delayed until after there was a means to measure them. Measurement is important but should not delay nondiscriminatory access to digital capable loops (particularly as such access should have been available all along per the Act and the interconnection agreements).

. . ."

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[2] The "scope" provision, CMP Document (§1.0), states: "CMP provides a means to address changes that support or affect pre-ordering, ordering/provisioning, maintenance/repair and billing capabilities and associated documentation and production support issues for local services (local exchange services) provided by Competitive Local Exchange Carriers (CLECs) to their end users."

From: Kowalczyk, Jill
Sent: Monday, March 09, 2009 10:12 AM
To: 'cmpcr@qwest.com'
Subject: FW: ICA and CMP

First e-mail did not go through to you.

From: Clauson, Karen L.
Sent: Monday, March 09, 2009 10:06 AM
To: 'Salverda, Kathleen'; Hartl, Deborah; Coffin, Kristi; Butler, Daphne
Cc: Johnson, Bonnie J.; Denney, Douglas K.
Subject: FW: ICA and CMP

Kathy/Qwest - FYI

From: Kowalczyk, Jill
Sent: Monday, March 09, 2009 10:00 AM
To: 'intagree@qwest.com'; 'larry.christensen@qwest.com'; 'cmper@qwest.com'; 'lynn.stecklein@qwest.com'; 'charlesking@optonline.net'; 'nicolemartin@gmail.com'
Cc: Denney, Douglas K.; Johnson, Bonnie J.; Oxley, J. Jeffery
Subject: ICA and CMP

Attached is a letter from Karen Clausen, Integra Telecom to Qwest.

integra TELECOM

Jill Kowalczyk

Legal Secretary & Regulatory Assistant
Law & Policy | Direct 763-745-8465| Fax 763-745-8459
jill.kowalczyk@integratelecom.com
6160 Golden Hills Drive |Golden Valley, MN | 55416

From: Nieb, Keith [mailto:Keith.Nieb@qwest.com]
Sent: Wednesday, March 11, 2009 10:46 AM
To: Clauson, Karen L.
Cc: Butler, Daphne
Subject: Written Notice - Integra ICA

Dear Ms. Clauson:

I am sending the attached letter on behlf of Daphne Butler to you via email and overnight mail. Please contact Daphne directly if you have any questions or concerns since I am her assistant.

Thank you.

Keith Nieb
Senior Legal Assistant
Keith.Nieb@Qwest.com
Office: 303.383.6692
Fax: 303.383.8534

Qwest
Spirit of Service

Qwest
1801 California Street, 10th Floor
Denver, Colorado 80202
Phone 303 383-6653
Facsimile 303 896-1107

Daphne E. Butler
Corporate Counsel

March 11, 2009

Integra Telecom, Inc.
6160 Golden Hills Drive
Golden Valley, MN 55416-1020
Attn: Karen L. Clauson
Vice President, Law & Policy

Re: Written Notice – Integra ICA

Dear Ms. Clauson:

In response to your letter dated March 6, 2009, we need more specific references than those you provided in the subject line of your letter. Are all of the references to Integra ICAs? In which state or states are the ICAs? We will respond substantively after receiving your response.

Sincerely,

Daphne E. Butler

From: Clauson, Karen L.
Sent: Wednesday, March 11, 2009 11:28 AM
To: Butler, Daphne; 'Salverda, Kathleen'; Hartl, Deborah; Coffin, Kristi; 'intagree@qwest.com'; 'larry.christensen@qwest.com'; 'cmper@qwest.com'; 'lynn.stecklein@qwest.com'; 'charlesking@optonline.net'; 'nicolemartin@gmail.com'; 'Keith.Nieb@qwest.com'
Cc: Denney, Douglas K.; Johnson, Bonnie J.; Kowalczyk, Jill; Olson, Joan M.
Subject: RE: ICA and CMP

Daphne/Qwest:

You have identified the enclosed document as a "written notice." To the extent that Qwest intends this to mean a formal notice under the ICAs, please note that none of the ICAs provide for notices sent to me as meeting the terms of the notice provisions of those ICAs. Qwest's letter does not constitute formal notice under the ICAs.

I will nonetheless answer the questions in your enclosed letter. The written notice sent by Integra and its entities ("Integra") to Qwest was sent pursuant to the ICAs of all of the entities in all of the states in which they have ICAs with Qwest, as all of the ICAs require compliance with the Act and nondiscrimination.

Though the ICAs do not require specific ICA references be provided as part of formal notice, we did also provide to you certain specific ICA citations (e.g., from the recent Qwest-Eschelon ICAs in MN, OR, UT, and WA and also, when approved, AZ and CO, as well as a specific citation to the Qwest-Integra OR ICA), to aid you in responding to these issues. In addition, ICA and SGAT citations, as well as references to the law, are provided in the CMP materials related to the Change Requests (CRs) referenced in the letter. CMP materials are available to you on Qwest's CMP website. For ease of reference, I have nonetheless enclosed copies of the referenced CMP Document Section 2.6, CR PC020409-1EX, escalation of Qwest's denial of that CR, and CR PC082808-1IGX.

Karen L. Clauson
Vice President, Law & Policy
| direct 763.745.8461 | fax 763-745-8459 |
6160 Golden Hills Drive
Golden Valley, MN 55416-1020

2.6 CMP Relationship with Management of Performance Indicator Definitions (PIDs)

Qwest Performance Indicator Definitions (PIDs) have been established through collaboration among Qwest, CLECs and state public utilities commissions in a forum known as the Regional Oversight Committee Technical Advisory Group (ROC TAG). This activity was performed in order to test Qwest's performance in connection with Qwest's application to obtain approval under Section 271 of the Telecommunications Act of 1996. The parties anticipate that the ROC TAG (or similar industry group separate from the CMP body) will continue in some form after approval of Qwest's Section 271 application. The parties expect that this industry group will be responsible for change management of the Qwest PIDs (the "PID Administration Group").

The parties acknowledge that the operation of PIDs may be impacted by changes to Qwest OSS Interfaces, products or processes that are within the scope of CMP. Conversely, Qwest OSS Interfaces, products or processes may be impacted by changes to, or the operation of, PIDs that are within the scope of the PID Administration Group. As a result, efficient operation of this CMP requires communication and coordination, including the establishment of processes, between the PID Administration Group and the CMP body.

The parties recognize that if an issue results from CMP that relates to the PIDs (e.g., Qwest denies a CR with reference to PIDs, discussion of PID administration is needed in order to implement a CR, etc.), any party to this CMP may take the issue to the PID Administration Group for discussion and resolution as appropriate under the procedures for that Group. At the time any party brings such an issue to the PID Administration Group, such party shall notify Qwest and Qwest will distribute an e-mail notification to the CMP body. Qwest shall also distribute to the CMP body all correspondence with the PID Administration Group relating to the issue at the time such correspondence is exchanged with the PID Administration Group (if Qwest is not copied on such correspondence, the involved CLEC will forward such correspondence to Qwest for distribution to the CMP body). Qwest or an interested CLEC will bring any resolution or recommendation from the PID Administration Group relating to such issues to the CMP body for consideration in resolving related CMP issues.

It is possible that the PID Administration Group will identify issues that relate to CMP. In that case, the CMP body would expect the PID Administration Group (or a party from that group) to bring such issues to the CMP body for resolution or a recommendation. Such issues may be raised in the form of a CR, but may be raised in a different manner if appropriate. Qwest or an interested CLEC will return to the PID Administration Group any resolution or recommendation from the CMP body on such issues. Qwest and CLECs participating in the PID Administration Group agree that they will propose, develop, and adopt processes for the PID Administration Group that will enable the coordination called for in this Section. One such process may include joint meetings, on an as needed basis, of the PID Administration Group and the CMP body to address issues that affect both groups.

From
http://www.qwest.com/wholesale/downloads/2007/070719/QwestWholesaleChangeManagementDocument_07_20_07.doc

From: Clauson, Karen L.
Sent: Thursday, March 12, 2009 2:32 PM
To: 'Butler, Daphne'; 'Salverda, Kathleen'; 'Hartl, Deborah'; 'Coffin, Kristi'; 'intagree@qwest.com'; 'larry.christensen@qwest.com'; 'lynn.stecklein@qwest.com'; 'charlesking@optonline.net'; 'nicolemartin@gmail.com'; 'Keith.Nieb@qwest.com'; Dea, Steve; Beck, Ken; 'cmpcr@qwest.com'
Cc: Denney, Douglas K.; Johnson, Bonnie J.; Fisher, Steve; Wigger, Dan J.; Kowalczyk, Jill; Olson, Joan M.
Subject: RE: ICA notice

Qwest:
The enclosed letter provides additional citations in response to your request.

Karen

integra TELECOM
Integra Telecom
6160 Golden Hills Drive
Golden Valley, MN 55416
www.integratelecom.com

March 12, 2009

VIA OVERNIGHT DELIVERY
Director – Interconnection Compliance &
Qwest Legal Department
Qwest Corporation
1801 California, Room 2410
Denver, CO 80202

RE: Written ICA notice – compliance with the Act and ICAs – xDSL capable loops

Dear Sir or Madam:

On March 6, 2009, Integra and its affiliated entities ("Integra") sent a written request to Qwest asking Qwest to distribute an e-mail notification to the Change Management Process ("CMP") Body with a copy of that letter and its enclosure, consistent with Section 2.6 of the CMP Document, and also notifying Qwest that it needs to comply with the Act and the interconnection agreements ("ICAs") regarding appropriate and nondiscriminatory access to digital capable loops (and should have been doing so all along).

On March 11, 2009, Qwest sent an email to Integra enclosing a letter asking for additional information. Integra responded the same day, and a copy of that response is enclosed.

In addition to the citations provided previously, Integra also provides the following examples to assist Qwest in formulating its response:

ELI-Qwest Arizona Interconnection Agreement § E1.4 and subparts; § E 3.1;

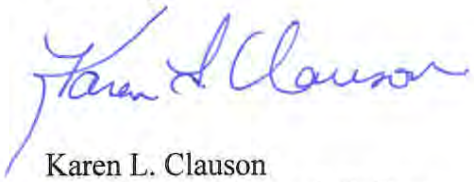
Integra-Qwest Interconnection Agreements in Arizona, Colorado, Idaho, Iowa, New Mexico, Utah § 8.2.4.3.1 & § 8.2.4.13.

Qwest's recent proclamation in CMP that is has no obligation to provide digital capable loops (specifically HDSL)[1] to CLECs has caused great consternation. In CMP, Integra has reserved its rights under the Act and the ICA (and the CMP Document itself provides that the ICAs control). The dispute resolution section (15.0) of the CMP Document also states (with emphasis added) that participation in CMP "does not limit any party's right to seek remedies in a regulatory or legal arena ***at any time***."

[1] Qwest's Feb. 18, 2009 CMP Response to Change Request (CR) # PC020409-1EX states: "Absent the obligation to provide an HDSL Capable Loop, the decision to implement the Exception CR becomes a financial decision."

This is a business critical issue that Integra has been raising with Qwest since at least the Fall of 2007, when it was added to the service management issues log and our SVP of engineering raised it with Brian Stading, Qwest's VP, service management. Qwest needs to recognize its obligations and promptly proceed toward a solution consistent with the requirements of the Act and the ICA. Please keep in mind when responding that the ICAs entitle us as well to basic installations at the Commission approved rates.

Sincerely,



Karen L. Clauson
Vice President, Law & Policy
Integra Telecom, Inc.
6160 Golden Hills Drive
Golden Valley, MN 55416-1020
763-745-8461 (direct)

cc: Qwest Law Department
Attention: General Counsel, Interconnection
1801 California Street, 51st Floor
Denver, CO 80202

Qwest, by email to: intagree@qwest.com; cmpcr@qwest.com; Daphne Butler, Kathleen Salverda, Deborah Hartl, Kristi Coffin, Larry Christensen, Lynn Stecklein, Charles King, Nicole Martin, Keith Neib, Steve Dea, Ken Beck

Integra by email to: Bonnie Johnson, Jeff Oxley, Doug Denney, Steve Fisher, Dan Wigger

From: Clauson, Karen L.
Sent: Wednesday, March 11, 2009 11:28 AM
To: Butler, Daphne; 'Salverda, Kathleen'; Hartl, Deborah; Coffin, Kristi; 'intagree@qwest.com'; 'larry.christensen@qwest.com'; 'cmper@qwest.com'; 'lynn.stecklein@qwest.com'; 'charlesking@optonline.net'; 'nicolemartin@gmail.com'; 'Keith.Nieb@qwest.com'
Cc: Denney, Douglas K.; Johnson, Bonnie J.; Kowalczyk, Jill; Olson, Joan M.
Subject: RE: ICA and CMP

Daphne/Qwest:

You have identified the enclosed document as a "written notice." To the extent that Qwest intends this to mean a formal notice under the ICAs, please note that none of the ICAs provide for notices sent to me as meeting the terms of the notice provisions of those ICAs. Qwest's letter does not constitute formal notice under the ICAs.

I will nonetheless answer the questions in your enclosed letter. The written notice sent by Integra and its entities ("Integra") to Qwest was sent pursuant to the ICAs of all of the entities in all of the states in which they have ICAs with Qwest, as all of the ICAs require compliance with the Act and nondiscrimination.

Though the ICAs do not require specific ICA references be provided as part of formal notice, we did also provide to you certain specific ICA citations (e.g., from the recent Qwest-Eschelon ICAs in MN, OR, UT, and WA and also, when approved, AZ and CO, as well as a specific citation to the Qwest-Integra OR ICA), to aid you in responding to these issues. In addition, ICA and SGAT citations, as well as references to the law, are provided in the CMP materials related to the Change Requests (CRs) referenced in the letter. CMP materials are available to you on Qwest's CMP website. For ease of reference, I have nonetheless enclosed copies of the referenced CMP Document Section 2.6, CR PC020409-1EX, escalation of Qwest's denial of that CR, and CR PC082808-1IGX.

Karen L. Clauson
Vice President, Law & Policy
| direct 763.745.8461 | fax 763-745-8459 |
6160 Golden Hills Drive
Golden Valley, MN 55416-1020

From: Stecklein, Lynn [mailto:Lynn.Stecklein@qwest.com]
Sent: Friday, March 13, 2009 12:35 PM
To: Johnson, Bonnie J.
Cc: cmpcr@qwest.com
Subject: PC082808-1IGX Updated response

Hi Bonnie,

Attached is a denial response associated with PC082808-1IGX. The denial will be discussed in the March CMP Meeting on March 18, 2009.

Thank you,

Lynn Stecklein
Qwest Wholesale CMP

March 13, 2009

For Review by CLEC Community at the March 18, 2009
CMP Product/Process Meeting

Bonnie Johnson
Integra

Subject: Integra Change Request - CR #PC082808-1IGX

This CR is requesting to Design, Provision, Test and Repair Unbundled Loops to the Requirements requested by CLEC, including NCI/SECNCI Code Industry Standards.

Additional detail for this change request can be found at:
http://www.qwest.com/wholesale/cmp/changerequest.html

Qwest Response:

The Unbundled Non Loaded Loop product was developed to interface with various applications contained in Technical Publication 77384. For Unbundled Loop LX-N Network Channel (NC) codes, the NCI codes are informational only, as stated in the above mentioned Technical Publication and do not affect transport designs or performance. The associated NC code requires that the service use non-loaded, metallic facilities free of faults (grounds, shorts, noise, or foreign voltage). The CLEC has responsibility to inspect the character of the facilities, e.g. gauge, length, etc and determine that the facility is appropriate for their specific application.

Because Qwest is under no obligation to provide the product in the manner requested by CLEC, and Qwest is only obligated to provide a Non Loaded Loop to the broader standards listed in Technical Publication 77384, this Change Request to Design, Provision, Test and Repair Unbundled Loops to the requirements of the NCI code required a business discussion regarding the benefit to providing Non Loaded Loops in this manner vs. the cost to do so. That is, because there is no obligation to provide Non-Loaded Loops in this manner, the decision to implement this CR becomes one of economics. Absent the CLEC community agreement to negotiate in good faith to perform cooperative testing, this request becomes economically not feasible for Qwest. Therefore, Qwest respectfully denies this request.

Sincerely

Qwest Corporation

From: Cmp, Escalation [mailto:cmpesc2@qwest.com]
Sent: Tuesday, March 17, 2009 10:42 AM
To: Redman-Carter, Julia A.; 'ebalvin@covad.com'; Bloemke, Brenda; 'loriann.burke@xo.com'; 'Susan.Franke@twtelecom.com'
Cc: Cmp, Escalation; Johnson, Bonnie J.; 'Cox, Rod'; 'Mike Wilker'; Isaacs, Kimberly D.; 'cmpesc@qwest.com'; Lybarger, Dildine; Coyne, Mark
Subject: FW: Escalation Acknowledgement RE:Integra and affiliates ("Integra") Escalation PC020409-1EX Denied

When Qwest sent our binding response to this escalation of CR PC020409-1EX on March 13, 2009, Bonnie Johnson (Integra) identified that she was aware that there were several CLECs that had also chosen to participate in the escalation. Bonnie specifically named Mcleod, Covad, Comcast, XO and twtelecom.

We are still working with our Web team to determine the problem with the "participate" button however we are copying all of you on this binding response. The response has also been posted to the Escalations web site at http://www.qwest.com/wholesale/cmp/escalations.html.

We will relay this information in the monthly meeting on Wednesday.

Thank you,
Susan Lorence
Qwest CMP Manager
402 422-4999

From: Cmp, Escalation
Sent: Friday, March 13, 2009 2:29 PM
To: Cmp, Escalation; 'Johnson, Bonnie J.'; 'Cox, Rod'; 'Mike Wilker'
Cc: Isaacs, Kimberly D.; 'cmpesc@qwest.com'; Lybarger, Dildine; Coyne, Mark
Subject: RE: Escalation Acknowledgement RE:Integra and affiliates ("Integra") Escalation PC020409-1EX Denied

Bonnie,

Attached is the binding Qwest response to your escalation of CR PC020409-1EX which was submitted March 5, 2009 and acknowledged by Qwest on March 6, 2009.

Please contact me with any questions.

Thank you,
Lynn Stecklein
Qwest Wholesale CMP
303 672-2723

Escalation #44 Regarding Integra Telecom – CR #PC020409-1EX

March 13, 2009

Bonnie Johnson
Integra Telecom

Subject: Integra and affiliates ("Integra") Escalation PC020409-1EX Denied

This letter is Qwest's binding response to your March 5, 2009 escalation regarding PC020409-1EX. Qwest has reviewed the formal escalation and Qwest maintains its position that the denial was not inappropriate and also that the CMP guidelines were followed per Section 16.4 of the CMP Document.

Integra and its affiliated entities ("Integra") escalated Qwest's denial of Integra's Change Request (CR) PC020409-1EX. In addition, Integra escalated this request to proceed on an exception basis, as the exception request gained more than the requisite two-thirds majority vote needed under CMP Document 16.4, but Qwest did not proceed on an exception basis and instead denied the CR.

As Qwest stated in the Vote meeting on February 17, 2009, in Section 16.4 of the CMP Document, the standards for determining whether a request will be handled on an exception basis are as follows: If the Exception Request is for a general change to the established CMP timelines for Product/Process changes, a two-thirds majority vote will be required unless Qwest or a CLEC demonstrates, with substantiating information, that one of the criteria for denial set forth in Section 5.3 is applicable. If one of the criteria for denial is applicable, the request will not be treated as an exception.

Qwest disagrees with the claim of discrimination in how it assigns facilities for the Unbundled Loop services vs. its own Retail Services. The process that Qwest utilizes for assignment of facilities for CLEC services that CLECs sell to their end users is more advantageous to the CLECs in that Qwest does not impose distance limitations on the CLEC requests for unbundled loops as it does for its own customers. Further, Qwest maintains the response provided on February 17, 2009. Qwest disagrees with the claim that it has an obligation to provide an HDSL Capable Loop. Qwest provides Non Loaded and xDSL-I Loops in compliance with the First Report and Order, the UNE Remand Order, the TRO and TRRO.

Qwest does not discriminate in the provisioning process. If a CLEC requests a non-loaded loop, Qwest uses the same loop selection process as it uses for its own retail ADSL product. The only difference is that Qwest imposes a loop length requirement on its own retail ADSL product, when selecting the loop, but at CLEC request Qwest does not impose the loop length requirement on a CLEC request for a non-loaded loop. By contrast, the loop assignment process for Qwest's retail DS-1 service is quite different. It is a designed service for which the engineer manually picks the best loop. This product is much more costly than ADSL and has a ten day interval. CLECs may get this same manual design process by ordering Qwest's DS-1 capable UNE loop product, which has a longer interval, and costs more than the xDSL capable loop product. Thus, Qwest provides the CLEC customers with an equivalent product as it does for its own DS-1 provisioning processes. This product is called DS-1 Capable Unbundled Loops. As the CLEC community

would attest to, this product has the same NC and NCI/SecNCI Codes that Qwest offers it retail customers. The CLEC community can verify the NC NCI combinations that are available at both Technical Publication 77384 "Interconnection Unbundled Loops" and Technical Publication 77374 "1.544 Mbit/s Channel Interfaces".

Qwest does not have an obligation to guarantee that every xDSL loop can carry HDSL, which is what CLECs seek in this Change Request. The FCC has ordered that ILECs provide loops that are "conditioned to transmit the digital signals needed to provide services such as ISDN, ADSL, HDSL, and DS1-level signals." First Report and Order, paragraph 380. The FCC did not in the First Report and Order, UNE Remand Order, TRO or TRRO require that ILECs provide xDSL loops that are able to transmit each of those types of digital signals. Thus, some but not all xDSL loops are able to transmit HDSL. Similarly, not every xDSL loop can transmit a DS1-level signal, even though some can. In its ICAs, Qwest does not promise any particular signal, such as HDSL or DS1-level signals, will be supported by every xDSL loop. Rather the ICAs, such as the Oregon ICA Attachment 3, Section 2.1, say that the loops can be used for a variety of services, but do not guarantee that any particular loop can be used for every service listed in that section of the ICA. Qwest has made available to CLECs several tools through IMA that may be helpful in determining the capability of a particular loop. One of these tools is the RAW Loop Data tool which depicts the composition of the loop e.g. gauge, length, etc.

This Exception CR PC020409-1EX is requesting implementation of a partial solution that does not include cooperative testing. Qwest has engaged in discussions with the CLECs for several months on different aspects of Cooperative Testing. Absent agreement by the CLECs to participate in Co-Operative Testing, this partial implementation of the HDSL Capable Loop USOC becomes a financial liability to Qwest for the following reasons:

- Cost of equipping and training the technicians to perform additional testing. Qwest does not perform this function for its own retail DS-1 provisioning processes.
- Cost of repeat dispatches on Repair because of turn-up without testing. Without testing the end-to-end service provided on the loop as it does for its own retail DS-1 customers, Qwest can not guarantee that the loop would support any services.
- Increased headcount to perform additional work related to provisioning and dispatch.

Therefore, this CR is being denied on the basis that absent the obligation to provide an HDSL Capable Loop, and absent the CLEC community agreement to perform cooperative testing, this HDSL Capable Loop USOC implementation becomes a financial liability to Qwest and is economically not feasible. This is one of the criteria for denial, and regardless of whether the Exception request received the required two thirds majority vote, the exception was not granted.

Dildine Lybarger
Qwest Wholesale
Director Program/Project Mgmt

From: Clauson, Karen L.
Sent: Friday, March 13, 2009 2:40 PM
To: 'Butler, Daphne'; 'Salverda, Kathleen'; 'Hartl, Deborah'; 'Coffin, Kristi'; 'intagree@qwest.com'; 'larry.christensen@qwest.com'; 'lynn.stecklein@qwest.com'; 'charlesking@optonline.net'; 'nicolemartin@gmail.com'; 'Keith.Nieb@qwest.com'; 'Dea, Steve'; 'Beck, Ken'; 'cmpcr@qwest.com'; Urevig, Rita
Cc: Denney, Douglas K.; Johnson, Bonnie J.; Fisher, Steve; Wigger, Dan J.; Kowalczyk, Jill; Olson, Joan M.
Subject: RE: ICA notice & CMP denial

Qwest -
For those of you not involved in CMP, enclosed is the CMP denial that we just received for Change Request (CR) PC082808-1IGX. It tells us nothing. It claims Qwest has no obligation (or apparently that it has no obligation outside of a certain tech pub) without in any way addressing the citations we have provided to the Act, the federal rules, the ICAs, etc.

One straightforward example is the repair and network maintenance and modernization example that we provided in this CR. Qwest refused to test to the digital parameters of the product we ordered limited its testing to voice parameters, being fully aware through the repair process that it was supposed to be a digital capable loop, even though the FCC rules provide that Qwest "shall test and report troubles for all the features, functions and capabilities of conditioned copper lines, and ***may not restrict its testing to voice transmission only***." [47 CFR §51.319(a)(1)(iii)(C); emphasis added.] Qwest has never responded to this point or explained in any way its continued violation of 47 CFR §51.319(a)(1)(iii)(C).

Therefore, Qwest will need to provide its responses to the citations here. We look forward to receiving your responses to our written notices, including replies as to the ICA provisions that Qwest has breached.

Karen

From: Clauson, Karen L. [mailto:klclauson@integratelecom.com]
Sent: Friday, March 13, 2009 2:49 PM
To: Butler, Daphne; Salverda, Kathleen; Hartl, Deborah; Coffin, Kristi; Interconnection Agreements; Christensen, Larry; Stecklein, Lynn; 'charlesking@optonline.net'; 'nicolemartin@gmail.com'; Nieb, Keith; Dea, Steve; Beck, Ken; 'cmpcr@qwest.com'; Urevig, Rita
Cc: Denney, Douglas K.; Johnson, Bonnie J.; Fisher, Steve; Wigger, Dan J.; Kowalczyk, Jill; Olson, Joan M.
Subject: RE: ICA notice & CMP denial - ICA Section 2.3

Regarding the tech pub, please also note the language of all the new Qwest-Eschelon ICAs (and SGATs, for CLECs that have opted in to the SGAT):

2.3 Unless otherwise specifically determined by the Commission, in cases of conflict between the Agreement and Qwest's Tariffs, PCAT, methods and procedures, ***technical publications***, policies, product notifications or other Qwest documentation relating to Qwest's or CLEC's rights or obligations under this Agreement, then the rates, terms and conditions of this Agreement shall prevail. To the extent another document abridges or expands the rights or obligations of either Party under this Agreement, the rates, terms and conditions of this Agreement shall prevail.

From: Johnson, Bonnie J.
Sent: Friday, March 20, 2009 4:54 PM
To: 'cmpesc@qwest.com'
Cc: Johnson, Bonnie J.; Isaacs, Kimberly D.
Subject: Integra and affiliates ("Integra") Escalation PC082808-1IGX Denied

Enclosed is Integra's escalation regarding Qwest's denial of PC082808-1IGX.

Bonnie

Bonnie J. Johnson | Director Carrier Relations
| direct 763.745.8464 | fax 763.745.8459 |
6160 Golden Hills Drive
Golden Valley, MN 55416-1020
bjjohnson@integratelecom.com

Escalation of CR #PC082808-1IGX by Integra and Affiliates
March 20, 2009

- Description of item being escalated

Integra and its affiliated entities ("Integra") escalate Qwest's March 13, 2009 denial of Integra's Change Request (CR) #PC082808-1IGX, entitled "Design, Provision, Test and Repair Unbundled Loops to the Requirements requested by CLEC, including NCI/SECNCI Code Industry Standards" [Integra's "Provision Loops Per Request CR"]. It seems self-evident that, if a CLEC orders a particular product, Qwest would provision that product. With respect to unbundled loops and in particular xDSL-capable loops, however, that has not turned out to be the case. Several types, or flavors, of xDSL-capable loops are supposed to be available to CLECs. For example, as discussed below, some interconnection agreements (ICAs) define xDSL-capable loops to include at least seven types (ADSL, HDSL, HDSL2, IDSL or ISDN DSL, RADSL, SDSL, and VDSL). These various types of xDSL-capable loops are separate from, and in addition to, DS1 capable loops, which Qwest must also provide to CLECs. There is a specific mechanism, set forth in the SGATs and ICAs, for the CLECs to identify and Qwest to provision the particular type of loop ordered by CLEC. The mechanism involves the use of "NC/NCI codes" (plural). Both the NC code and the NCI code are needed to identify the particular type of loop. Qwest, however, claims that it has no obligation to provide the product in the manner requested by CLEC. Qwest has taken the position that, when a CLEC requests a specific type of xDSL capable loop (*e.g.*, via the NC/NCI code identifying HDSL2 at 1.544 Mbps), Qwest may either (1) provide a different type of loop (e.g., a loop at a voice grade parameter of 1004Hz) that does not meet the CLEC's particular digital needs, or (2) require the CLEC to order a different, more expensive product (*e.g.*, a DS1 capable loop) to obtain the requested digital capability. Qwest should provide a loop that will actually support the service ordered by the CLEC. Instead, and despite a clear ICA requirement to comply with both the NC code ***and the NCI code***, Qwest chooses to provision only to the NC code without regard to the NCI code. Therefore, when a CLEC receives the loop, it may for example have no load coils (per the NC code) but, when tested to the specification of 196 kHz consistent with the ANSI standard, it will not pass traffic at a rate of 1.544 Mbps (per the NCI code). If Qwest's current processes (including its technical publications) do not allow a CLEC to order a product (*e.g.*, HDSL2) in the manner the product is defined as indicated by the full NC/NCI codes, then Qwest's processes are out of compliance and need to be brought into compliance. CLECs need certainty in their business and operational planning, and they need to meet their end user customers' expectations. Qwest needs to provide the particular product requested by CLEC.

To view this technical issue in another context may help in understanding the problem. Consider a customer who has a terrible allergy to onions. The customer specifically orders a pizza with no onions. The pizza is delivered. The customer believes that the pizza is the type ordered so eats a slice. The customer only learns there is a mistake when the customer with the onion allergy goes into anaphylactic shock. It turns out the pizza delivery person delivered a pizza with onions. When the customer calls to

complain, the pizza place says it met its obligation to the customer because "hey, we delivered a pizza." It is a completely unsatisfactory result. The customer did not receive the product ordered and, as a result, the customer is harmed.

The CR and this Escalation are not limited to loop delivery/installation. Integra's Provision Loops Per Request CR covers loop design, provision, test, and repair for loops (including all types of xDSL capable loops, only one of which is HDSL). In other words, by "providing" a digital capable loop to CLEC, Integra means all phases of providing that loop. In its CR, Integra provided a May 2008 repair example. Integra provided further discussion of "Repairs, Including Repairs Following Qwest Maintenance and Modernization Activities" in its February 4, 2009 written comments. Key aspects of the issue presented by this example were already arbitrated successfully by Eschelon as part of Issue 9-33 in the Qwest-Eschelon Section 252 ICA arbitrations (docket numbers provided below). The resulting Minnesota ICA went into effect, for example, on March 12, 2008 – more than a year ago – giving Qwest ample time to bring itself into compliance. Qwest's Response completely ignores this significant aspect of Integra's CR.

- History of item

On August 28, 2008, Integra submitted CR PC082808-1IGX. This CR addresses a business critical issue that Integra has been raising with Qwest since at least the Fall of 2007, when it was added to the service management issues log and Integra's Senior Vice President of Engineering raised it with Brian Stading, then Qwest's Vice President, Service Management and shortly afterward with Ken Beck, Qwest's Regional Vice President. As indicated in Integra's CR, Integra submitted its request to the Change Management Process (CMP) in response to Qwest's request to take the issue to CMP, while Integra reserved its rights under the ICAs and the law. The CR was discussed in CMP. On the January 21, 2009 CMP call, Integra agreed to an action item to consider the comments that Qwest had made on that call and respond in writing. On February 4, 2009, Integra completed its action item by providing that written response to Qwest. During the February 18, 2009 CMP call, Qwest nonetheless indicated that Integra had not responded to its action item and, therefore, Qwest was not prepared to discuss it and had not circulated it as part of the CMP materials so other CLECs could be prepared to discuss it. Integra objected and, after the call, sent an email to Qwest, stating: "Enclosed . . . is our response from two weeks ago. The first paragraph both clearly identifies it as our response and requests that Qwest include it in the CMP CR detail, available to all CLECs. It says: 'On the January 21, 2009 CMP call, Integra agreed to consider the comments that Qwest had made on that call and respond in writing. Integra provides this response to Qwest. Please ensure that this response is included in the detail for CR PC082808-1IGX.'" Because Qwest ignored this written response and the request to include it in the CR detail distributed to other CLECs, other CLECs were not given an opportunity to review the materials in advance or comment upon them during the CMP meeting. Qwest did not provide a reply either in writing or at the next CMP meeting. Qwest indicated it had already responded (even though previously it had said it was not prepared to respond), and Qwest did not address the many points raised in Integra's

response. On March 13, 2009, Qwest denied Integra's CR. As discussed below, Qwest brief written denial is particularly non-responsive. On the same day (March 13, 2009) as Qwest denied this CR (#PC082808-1IGX), Qwest also denied Integra's CMP Escalation ("Escalation #44) relating to its CR PC020409-1EX ("Integra's Facilities Assignment USOC CR"). Unlike CR PC020409-1EX (which was limited to HDSL), this CR includes all types of xDSL-capable loops. Integra has provided a separate written reply to Qwest regarding its denial of that Escalation.

- Reason for Escalation

This issue is important, and it impacts CLECs, competition, and end user customers. As discussed in the above Description of the Item Being Escalated, CLECs need certainty in their business and operational planning, and they need to meet their end user customers' expectations. Qwest does not explain how CLECs can possibly achieve these goals when Qwest refuses to "provide the product in the manner requested by CLEC" (as stated in Qwest's Response). Because Qwest's Response hinges on whether it has any "obligation" in this regard, a discussion of Qwest's legal and contractual obligations is unavoidable in this Escalation. Although Qwest said in the March 18, 2009 CMP meeting that it did not respond regarding 47 CFR §51.319(a)(1)(iii)(C) because that is "legal," the argument Qwest is making about its alleged lack of any legal or contractual obligation is a legal argument. Omitting citations and not responding to them does not make the argument non-legal; it only makes it unsupported. It is important to note that Integra raised these issues in other contexts with Qwest, and Qwest insisted upon using CMP. As CMP is Qwest's choice of forum, Qwest needs to fully respond in CMP. Qwest's conduct reflected in its denial of Integra's CR (#PC082808-1IGX) violates Qwest's obligations under the Act, as well as its obligations under CLEC ICAs and the SGATs. As a result, CLECs, competition, and end user customers are harmed. Qwest needs to reverse its denial and promptly implement this CR.

In the discussions and written materials related to Integra's Change Request, Integra provided detailed information, including citations to the law, Statements of Generally Available Terms ("SGATs"), and ICAs, to Qwest. Qwest's brief Response is particularly non-responsive and inadequate. It becomes clear, upon reading it, that Qwest does not reply to a single one of these citations (and provides none of its own) because Qwest has no legitimate basis for its position. In this Escalation, Integra will reply to each of Qwest's assertions in the order in which they appear in Qwest's two-paragraph Response.

Productization

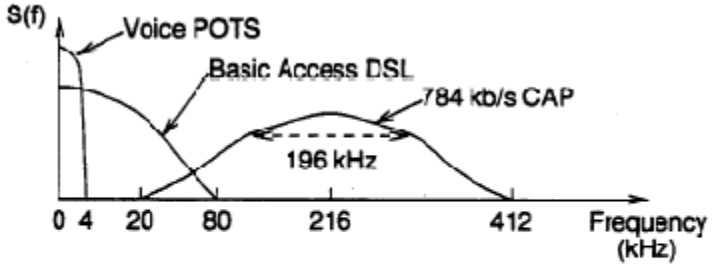
In the first line of Qwest's Response, Qwest refers to its "Unbundled Non Loaded Loop product" and how Qwest developed that product. As indicated in Integra's CMP Escalation relating to its Facilities Assignment USOC CR PC020409-1EX (which Qwest also denied), if Qwest's products or processes are inconsistent with the law, the law controls and any flaws in Qwest's products or processes need to be brought into compliance with the law. It is not an adequate response to any of the operational, legal and contractual issues raised by Integra to argue that Qwest did not choose to develop its "product" that way. Qwest cannot escape its obligations through productization. There

is no exception in the rules or FCC orders (*e.g.*, TRO ¶23; 47 CFR §51.319) to the effect that Qwest must unbundle xDSL capable loops unless Qwest chooses to develop a different product. Also, as discussed below, the ICAs provide that their terms control vis-à-vis Qwest's product documentation. Qwest should have developed its products in compliance with the law and the ICAs and, if it did not, Qwest needs to promptly bring itself into compliance.

Qwest Technical Publication 77384 Vis-à-Vis Industry Standards

Qwest states in its Response that the "Unbundled Non Loaded Loop product was developed with various applications contained in Technical Publication 77384." Qwest's Technical Publication 77384, however, provides on page 1-1 that an HDSL compatible loop conforms to the industry standard ANSI T1E1, Technical Report Number 28. That ANSI report states (with emphasis added) on page 1 that "this document is aimed only at high-bit-rate digital subscriber line (HDSL) systems that transport bi-directional ***digital*** signals at the nominal rate of ***1.544Mb/s***," and, in Section 2.1 on page 2, that a nominal rate of 1.544Mb/s is "***called Digital Signal 1 (DS1)***." This is consistent with the definition of HDSL2 in both the SGAT/Eschelon ICA language and the Integra ICA language (both definitions quoted below).

The ICAs require compliance with "industry standards" (e.g., §§9.2.2.1.1 & 9.2.2.1.2 below). For example, xDSL capable loops must comply with "guidelines recommended by the Network Reliability and Interoperability Council (NRIC) to the FCC, such as guidelines set forth in T1-417" (§9.2.6.1 below). Regarding the interrelationship between industry standards and Qwest's Technical Publications, the Eschelon ICAs specifically state (§12.4.3.5 below, emphasis added): "Qwest Maintenance and Repair ***and routine test parameters and levels*** will be in compliance with Qwest's Technical Publications, ***which will be consistent with*** Telcordia's General Requirement Standards for Network Elements, Operations, Administration, Maintenance and Reliability and/or the applicable ***ANSI standard***." Regarding routine test parameters and levels, see the following chart, from Figure 6 on p. 37 (PDF p. 44) of ***ANSI*** T1E1, Technical Report Number 28 (cited in Qwest's technical publication):



(c) POTS Voice, ISDN DSL & CAP HDSL Spectra

(Amplitudes are not to scale. Shapes are approximations only.)

The ***ANSI*** Standard T1.418 Performance Testing Section states (on p. 86): "This section specifies performance tests for HDSL2 equipment. These out-of-service tests verify the performance of HDSL2 in impaired environments." It proceeds to discuss measuring the insertion loss. On page 89, it indicates that insertion loss should be measured from a 20 kHz to 500 kHz range, which includes a measure at 196 kHz. Note the frequency line on the above Figure that goes from 20 kHz to 412 kHz and the reference above that line to "196 kHz." ANSI Standard T1-417 (cited in §9.2.6.1 below and in Qwest technical publication 77384, p. 1-1), in footnote 9 on page 24, identifies ANSI T1.418 as the standard "for HDSL2 performance requirements."

Because Qwest relies on the NC code but not the NCI code for CLEC orders, when a CLEC orders an HDSL2 loop using the NC/NCI code for HDSL2, the loop Qwest delivers may have no load coils (per the NC code) but, when tested at 196 kHz consistent with the above ANSI industry standard, it will not pass traffic at a rate of 1.544 Mbps (per the NCI code). Vendors, however, require use of the industry standard. One vendor – which Qwest itself uses for HDSL – is Adtran. Adtran's publicly available vendor documentation confirms that Adtran uses the 196kHz test for HDSL: "The practice of using insertion loss (at 196 kHz) for loop qualification has continued throughout recent history for 2B1Q HDSL. Due to its ease of measurement, insertion loss is commonly used to characterize the loss of a loop and is usually taken at the Nyquist frequency (½ baud rate)." See http://www.adtran.com/adtranpx/Doc/0/K45854GQTRJ4D4FIH6AG6PN92D/61221HDSLL1-10C.pdf

In the Qwest (SVP Ken Beck) June 5, 2008 email to Integra, Qwest said (with emphasis added): "The Qwest Tech Pub 77384 and the Unbundled 2 and 4 Wire Non-Loaded PCAT both indicate that the CLEC needs to order the ADSL Capable Loop or a DS1 Capable Loop ***to receive an HDSL Level of Transmission***. If the CLEC requests the LX-N 04QB9.00H 04DU9.00H NC/NCI code combination, Qwest will provision an Unbundled 4 Wire Non-Loaded Loop and ***will test the circuit at 1004 HZ*** as stated in Section 6.2.1 of Tech Pub 77384. ***If Integra wishes to receive a signal that is tested at 196 kHz, you would need to request an ADSL service or a DS1 capable loop***. . . . I still boil it down to ***optional for us*** unless you order 4 wire loop." Qwest is operating as though the Commission-approved ICAs were a mere suggestion, rather than a contractual obligation. Qwest's position is inconsistent with industry standards establishing a different NCI code for HDSL from the NCI code for ADSL and establishing testing at 196 kHz for HDSL (see above). Because Qwest will only test HDSL at 1004 HZ (*i.e.*, voice parameters) and because Qwest's technical publication and PCAT currently require a CLEC to order ADSL when the CLEC intends to place HDSL on the loop – as the CLEC is fully entitled to do under the Act, ICAs, and industry standards – then Qwest's processes, technical publication, and PCAT need to be promptly revised.

Qwest's current practice stands in stark contrast to these standards. In the May 2008 example provided in Integra's CR, the HDSL2 service was working fine for Integra's end user customer; Qwest made a Qwest-initiated change to its network which disrupted the customer's HDSL2 service; Integra opened a trouble ticket to restore service; and Qwest repair told Integra that Qwest would test and repair only to voice grade parameters, which

meant that the end user customer's HDSL2 service no longer worked (i.e., was permanently disrupted). Since then, Qwest has confirmed in CMP that it will only provide a non-loaded loop (per the NC code) but will not specifically provision HDSL2 (per the NCI code), so that per Qwest at installation HDSL2 service might work, and it might not, and even if it works initially, Qwest will not restore it to that level if it later fails. In Figure 6(c) above, there is a very small area on the frequency line where the line marked Basic Access DSL intersects with the line going from 20 kHz to 412 kHz. Apparently, it is a narrow situation such as this for which Qwest says a non-loaded loop "might" work, though Qwest will not agree to restore it if a later Qwest network modification takes it out of that area. Figure 6(c) suggests that the likelihood that it "might not" work is greatest. The FCC, the SGATs, and the ICAs do not refer to loops that "may or may not" be digital capable. They must be "digital capable." And, per the ICAs (quoted below), they must comply with industry standards using both the NC and NCI codes.

Qwest's position that it may restrict testing to ***voice*** transmission parameters is inconsistent with these industry standards (as well as 47 CFR §51.319(a)(1)(iii)(C), quoted below).

ICA Controls Vis-à-Vis Technical Publication/Qwest Documentation

Even assuming Qwest's suggestion that it is in compliance with its technical publication were correct, Qwest cannot avoid its legal and contractual obligations by narrowing them or writing itself out of them via its technical publications. This potential means of circumventing obligations was anticipated early, in the SGATs, which state (in Section 2.3, with emphasis added):

> Unless otherwise specifically determined by the Commission, in cases of conflict between the SGAT and Qwest's Tariffs, ***PCAT***, methods and procedures, ***technical publications***, policies, ***product notifications*** or other ***Qwest documentation*** relating to Qwest's or CLEC's rights or obligations under this SGAT, then the rates, terms and conditions of this SGAT shall prevail. To the extent another document abridges or expands the rights or obligations of either Party under this Agreement, ***the rates, terms and conditions of this Agreement shall prevail***.

The Qwest-Eschelon ICAs also contain this language in Section 2.3 as do, for example, the ICAs of CLECs that have opted into the SGAT or the Qwest-Eschelon ICA. Qwest's CMP Document provides in Section 1.0 ("Introduction and Scope"): "In cases of conflict between the changes implemented through this CMP and any CLEC interconnection agreement (whether based on the Qwest SGAT or not), the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party to such interconnection agreement. In addition, if changes implemented through this CMP do not necessarily present a direct conflict with a CLEC interconnection agreement, but would abridge or expand the rights of a party to such agreement, the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the

CLEC party to such agreement." The body of the Eschelon ICAs (§12.1.6.1.4) also contain this language.

As discussed above, the Eschelon ICAs (§12.4.3.5) also require Qwest's technical publications to be consistent with industry standards. To the extent that Qwest's technical publications are inconsistent with industry standards, they should be revised. To the extent that Qwest's technical publications are inconsistent with the ICAs, the ICAs control and Qwest must have processes available to CLECs to effectuate those ICA rights.

Qwest's Obligation to Provide xDSL Capable Loops is Clear and Long-Standing

Qwest's statement in its Response that its "product" was developed using applications in its technical publications omits the fact that unbundled loops were supposed to be developed in accordance with the Act and the ICAs. This includes xDSL capable loops. Qwest states (in its March 13, 2009 denial of Integra's CMP Escalation re. CR PC020409-1EX), however, that: "Qwest disagrees with the claim that it has an obligation to provide an HDSL Capable Loop." The long-standing obligation is so clearly set out in the SGATs, ICAs, and the law, however, that it is difficult to understand how Qwest could possibly make such a statement.

The various state SGATs; the Qwest-Eschelon Minnesota, Oregon, Utah, and Washington ICAs (as well as in closed language in the Arizona and Colorado ICAs which will become effective once approved) [the "Eschelon ICAs"]; other CLEC ICAs based on adoption of the SGAT or the Qwest-Eschelon ICA; and other CLEC ICAs that are based on the SGAT or Eschelon ICAs with modifications ***all contain the following provisions*** (with the same or substantially the same language):

> Section 4.0 (Definitions) states: "'Digital Subscriber Loop' or 'DSL' refers to a set of service-enhancing copper technologies that are designed to provide digital communications services over copper Loops either in addition to or instead of normal analog voice service, sometimes referred to herein as xDSL, including, but not limited to, the following: . . ."
>
> The "following" long-standing list in the 4.0 definition of DSL includes ADSL, HDSL, HDSL2, IDSL or ISDN DSL, RADSL, SDSL, and VDSL and specifically states:
>
> > "'HDSL' or 'High-Data Rate Digital Subscriber Line' is a synchronous baseband DSL technology operating over one or more copper pairs. HDSL can offer 784 Kbps circuits over a single copper pair, T1 service over 2 copper pairs, or future E1 service over 3 copper pairs.
> >
> > 'HDSL2'" or "'High-Data Rate Digital Subscriber Line 2' is a synchronous baseband DSL technology operating over a single pair capable of transporting ***a bit rate of 1.544 Mbps***." (emphasis added)

The seven types of xDSL listed in these agreements do ***not*** include DS1 Capable Loop, which is separately defined. The definition states: "'Digital Signal Level 1' or 'DS1' means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing. There are 28 DS1s in a DS3." Regarding a "capable" loop, see Section 9.2.2.1.1 below. Under the SGATs and ICAs, CLECs are entitled to all unbundled loop types (including DS1 capable loops and xDSL capable loops), as shown below.

The term "xDSL-I" is not stated in the definition of DSL. The definition of DSL includes IDSL or ISDN DSL and also states that xDSL includes but is "not limited to" the seven types listed.

> The Eschelon ICAs in Section 4.0 state: "'Include' or 'including' means to have as part of a whole. The terms 'include' and 'including' mean 'includes but is not limited to' and 'without limitation,' regardless of whether one or both of these phrases is used, and regardless of whether the term 'include' or 'including' are capitalized."

Section 4.0 (Definitions) provides that "Unbundled Network Element" (UNE) is a Network Element that has been defined by the FCC or the Commission as a Network Element to which Qwest is obligated to provide unbundled access or for which unbundled access is provided under this Agreement.

> In the TRO (¶23), the FCC confirmed Qwest's long-standing obligation to unbundle both "high-capacity lines" and "xDSL-capable loops." The FCC specifically said (in TRO fn 661 to ¶215) that the term "xDSL" refers to digital subscriber line (DSL) "as a general technology" that is not limited to, but includes, specific types of DSL such as "HDSL (high-speed digital subscriber line)."

Section 9.1.2 contains general terms applicable to all unbundled loops (analog and digital) and requires Qwest to provide non-discriminatory access to Unbundled Network Elements on rates, terms and conditions that are non-discriminatory, just and reasonable. In addition, Section 1.3 of the Eschelon ICAs provides: "Qwest shall provide such Interconnection, UNEs, Ancillary Services and telecommunications Services on rates, terms, and conditions that are just, reasonable, and nondiscriminatory in accordance with the terms and conditions of this Agreement and the requirements of the Act and state law and the rules and regulations promulgated thereunder."

> The FCC has found that CLECs are "impaired" without access to unbundled "xDSL-capable stand-alone copper loops." (TRO ¶642.) In other words, the FCC has already found that lack of access to unbundled xDSL capable loops "***poses a barrier or barriers to entry*** . . . that are

> likely to make entry into a market uneconomic" for a reasonably efficient competitor. (TRRO ¶22; emphasis added.)

Section 9.1.9 provides: "In order to maintain and modernize the network properly, Qwest may make necessary modifications and changes to the UNEs in its network on an as needed basis. Such changes may result in ***minor*** changes to transmission parameters. Network maintenance and modernization activities will result in UNE transmission parameters that are within transmission limits of the UNE ***ordered by CLEC***" (emphasis added). Although the language in the Eschelon ICAs approved to date varies somewhat, each one contains additional language in Section 9.1.9 confirming that a "minor" change does not ultimately adversely affect the customer's service and does not limit service to voice parameters. For example, in Minnesota, Section 9.1.9 of the Eschelon ICA (adopted by several other CLECs) states: "If such changes result in the CLEC's End User Customer experiencing unacceptable changes in the transmission of voice ***or data***, Qwest will assist the CLEC in determining the source and will take the necessary corrective action to ***restore the transmission quality*** to an acceptable level if it was caused by the network changes" (emphasis added).

> Please review the testimony and arbitration orders relating to Issue 9-33 (Network Maintenance and Modernization) in the Qwest-Eschelon ICA Section 252 arbitrations. Minnesota Docket No. P-5340, 421/IC-06-768; Oregon Docket No. ARB 775; Utah Docket No. 07-2263-03; Arizona Docket No. T-03406A-06-0572; T-01051B-06-0572; Washington Docket UT-063061.

Section 9.2.2.1 also contains general terms applicable to all unbundled loops (analog and digital) and provides: "Qwest shall provide CLEC, on a non-discriminatory basis, Unbundled Loops of substantially the same quality as the Loop that Qwest uses to provide service to its own End User Customers. . . . Unbundled Loops shall be provisioned . . . with a minimum of service disruption."

Section 9.2.2.1.1 provides: "Use of the word 'capable' to describe Loops in Section 9.2 means that ***Qwest assures*** that the Loop meets the technical standards associated with the specified Network Channel/***Network Channel Interface*** codes, as contained in the relevant technical publications ***and industry standards***." (emphasis added)

> ILECs must "condition loops for the provision of digital subscriber line (xDSL) services." (TRO, p. 14, 2nd bullet; see also TRRO ¶12.) The local loop element that Qwest is required to unbundle includes "two and four-wire loops conditioned to transmit the digital signals needed to provide xDSL service." (TRO ¶249; see also UNE Remand Order ¶ 166; First Report and Order, ¶380.) The First Report and Order was released on August 8, 1996, the UNE Remand Order was released on November 5, 1999, and the TRO was released on August 21, 2003. In light of this long-standing obligation, Qwest cannot reasonably argue that it is not required

> to assign and provision, when requested, two and four-wire loops conditioned to transmit the digital signals needed to provide xDSL service (including HDSL and HDSL2 as defined in these contracts) to CLECs.
>
> Qwest "shall test and report troubles for all the features, functions and capabilities of conditioned copper lines, and ***may not restrict its testing to voice transmission only***." [47 CFR §51.319(a)(1)(iii)(C); emphasis added.]

Section 9.2.2.1.2 provides: "Use of the word 'compatible' to describe Loops in Section 9.2 means the Unbundled Loop ***complies with*** technical parameters of the specified Network Channel/***Network Channel Interface*** codes as specified in the relevant technical publications ***and industry standards***. Qwest makes no assumptions as to the capabilities of CLEC's Central Office equipment or the Customer Premises Equipment." (emphasis added)

Section 9.2.2.3 provides ". . . Unbundled digital Loops are transmission paths capable of carrying specifically formatted and line coded digital signals. Unbundled digital Loops may be provided using a variety of transmission technologies including, but not limited to, metallic wire, metallic wire based Digital Loop Carrier, and fiber optic fed digital carrier systems. Qwest will provision digital Loops in a non-discriminatory manner, using the same facilities assignment processes that Qwest uses for itself to provide the requisite service. . . ." In fact, Qwest's own ICA negotiations template proposal, in Section 9.2.2.3, also states:

> "Qwest will provision digital Loops in a non-discriminatory manner, ***using the same facilities assignment processes*** that Qwest uses for itself to provide the requisite service." (emphasis added)

Section 9.2.2.9.1 provides: "Basic Installation. Basic Installation may be ordered for new or existing Unbundled Loops. Upon completion, Qwest will call CLEC to notify CLEC that the Qwest work has been completed." The basic installation option for loops is available to CLECs at commission-approved rates in most, if not all, Qwest states.

Under "Spectrum Management" (Section 9.2.6), Section 9.2.6.1 provides: "Qwest will provide 2/4 Wire non-loaded Loops, ADSL compatible Loops, ISDN capable Loops, xDSL-I capable Loops, DS1 capable Loops and DS3 capable Loops (collectively referred to in this Section 9.2.6 as "xDSL Loops") in a non-discriminatory manner to permit CLEC to provide Advanced Services to its End User Customers. Such Loops are defined herein and are in compliance with FCC requirements and ***guidelines recommended by the Network Reliability and Interoperability Council (NRIC) to the FCC, such as guidelines set forth in T1-417***." Section 9.2.6.6 states: "When ordering xDSL Loops, CLEC will provide Qwest with appropriate information ***using NC/NCI codes*** to describe the Power Spectral Density Mask (PSD) for the type of technology CLEC will deploy. . . ." (emphasis added).

> Section 12.1.6.1.4 of the Eschelon ICAs provides: "In cases of conflict between changes implemented through CMP and this Agreement, the rates, terms and conditions of this Agreement shall prevail as between Qwest and CLEC. In addition, if changes implemented through CMP do not necessarily present a direct conflict with this Agreement, but would abridge or expand the rights of a Party to this Agreement, the rates, terms and conditions of this Agreement shall prevail as between Qwest and CLEC."
>
> Regarding Maintenance and Repair, see also SGAT Section 12.3 and subparts and Eschelon ICAs Section 12.4 and subparts.
>
> Section 12.4.3.5 of the Eschelon ICAs provides: "Qwest Maintenance and Repair and routine test parameters and levels will be in compliance with Qwest's Technical Publications, which will be consistent with Telcordia's General Requirement Standards for Network Elements, Operations, Administration, Maintenance and Reliability and/or the applicable ANSI standard."

Qwest's own negotiations template proposal and the Qwest-CLEC ICAs based on that template language contain many of these same provisions.

Other CLEC ICAs may not contain the same language but nonetheless require Qwest to provide unbundling as ordered by the FCC (which includes both "high-capacity lines" and "xDSL-capable loops," TRO ¶23). They also confirm Qwest's long-standing obligation to provide unbundled HDSL capable loops and specifically HDSL at a DS1-level signal (*i.e.*, not limited to voice grade parameters). For example, the Qwest-Integra ICAs in Arizona, Colorado, Idaho, Iowa, New Mexico in Section 3.20 contain the following definitions – *going back to the year 2000 through the present*:

> Section 3.20: "'HDSL' or 'High-Bit Rate Digital Subscriber Line' means a ***two-wire*** or four-wire transmission technology which typically transmits ***a DS1-level signal (or, higher level signals with certain technologies)***, using 2 Binary/1 Quartenary ('2B1Q)." (emphasis added)
>
> Section 3.48: "'xDSL' refers to a set of service enhancing copper technologies, including but not limited to Asymmetric Digital Subscriber Loop (ADSL), High Bit Rate, or Hybrid, Digital Subscriber Loop (HDSL) and Integrated Digital Subscriber Loop (IDSL), that are designed to provided digital communications services over copper Loops, either in addition to or instead of normal analog voice service. xDSL Loops means Loops that have been conditioned, if necessary and at the appropriate charge if any, by USWC to carry the appropriate xDSL signals."

In a June 5, 2008 email, Qwest (SVP Ken Beck) told Integra that "HDSL2 is a newer technology for provisioning DS1 Capable service on a two-wire facility. Previously, DS1 service could only be provisioned on a four-wire facility." The fact that the Qwest-

Integra ICA definition of HDSL ***from the year 2000*** includes two-wire transmission technology transmitting a DS1 level signal shows that Qwest has had ample time to put in place processes for two-wire loops. In addition, the Qwest retail information in RPD (which is discussed below and which was withdrawn from CLEC availability as of April 29, 2006 per Qwest notice, see Ex. BJJ-44 in UT-063061) supports this conclusion.

Qwest needs to explain its statement that "Qwest disagrees with the claim that it has an obligation to provide an HDSL Capable Loop" (Qwest March 13, 2009 denial of Integra's CMP Escalation re. CR PC020409-1EX) specifically with respect to these provisions documenting Qwest's obligation to provide CLECs with xDSL capable loops, including HDSL, using both the NC and NCI codes.

NCI Codes

The second sentence of Qwest's Response refers specifically to the NCI codes. Whereas the "N" in the NC code LX-N indicates for example that the loop is non-loaded, the NCI code specifies which type of xDSL service the non-loaded loop needs to be capable of carrying. The Telcordia Common Language NC/NCI Dictionary provides the NCI codes to the industry, such as 02QB9.00A for ADSL, 02QB9.00H for HDSL, 02QB9.00E for HDSL2, etc. There is a separate chart of NC/NCI codes in the Dictionary for DS1 Capable Loops (*e.g.*, NC HC and NCI 04QB9.11 04DU9.BN). Qwest asserts in its denial of Integra's CMP Escalation re. CR PC020409-1EX that the NC/NCI codes for DS1 Capable Loops are the same for CLEC and Qwest retail orders. That just means that, if a CLEC desires a DS1 Capable Loop, it should use the correct NC/NCI codes and Qwest will comply with those codes. It sheds no light on why Qwest then refuses to comply with the NCI code for xDSL Capable Loops, as it is required to do by the ICAs and industry standards.

Qwest states: "For Unbundled Loop LX-N Network Channel (NC) codes, the NCI codes are informational only." This statement, and the entire first paragraph of Qwest's Response, are just another way of saying that Qwest does not provision to the full NC/NCI codes but instead only takes the "NC" code into account (as discussed above and in Integra's CR). The SGATs and ICAs, however, require Qwest to comply with the full "NC/NCI codes" (plural). (See, e.g., §§ 9.2.2.1.1-9.2.2.1.2, quoted above.) They do not use the term "NC" without "NCI," nor do they say that Qwest may comply with the NC code while ignoring the NCI code or treating it as informational.

Qwest goes on to say that Qwest's technical publication states that the NCI codes are informational only ("as stated in"). That is incorrect. Qwest's technical publication 77384 states on page 3-6 in Section 3.4.3 that the NCI codes are "informative to Qwest" and adds that the "customer specifies the NCIs to communicate to QWEST the character of the signals the customer is connecting to the network at each end-point of the metallic circuit." Once informed of the customer's specifications, Qwest must take them into account. Specifically, Qwest's publication states on page 3-6 in Section 3.6 (with emphasis added) that an NCI code "tells a Qwest engineer and the circuit design system, of ***specific technical, customer requirements*** at a Network Interface." Per the ICAs,

Qwest cannot ignore these customer requirements and must comply with them. In other words, Qwest must provide the product in the manner requested by CLEC.

The NCI codes "communicate to QWEST the character of the signals the customer is connecting to the network at each end-point of the metallic circuit" because – unlike with a DS1 Capable Loop when Qwest provides the equipment on each end – for xDSL capable loops, CLECs provide that equipment at the customer premises and in the central office. Therefore, CLECs use the NCI code to communicate this information to Qwest.

When CLECs order DS1 Capable Loops, Qwest sometimes provisions the loops using HDSL2, though Qwest charges the DS1 Capable Loop rate. Integra does not contest that practice in its CR, because that is a different situation. In that situation, Integra expects to pay the DS1 Capable Loop rate because Integra ordered a DS1 Capable Loop (via NC/NCI codes specific to DS1 Capable Loop). Significantly, in that situation, Qwest provides the HDSL2 equipment (and performs the work associated with doing so). Therefore, what Qwest describes (in its Denial of Integra's Escalation of CR PC020409-1EX) as a "much more costly" process for DS1 Capable Loops is a process applicable when Qwest provides its own equipment, which Qwest maintains and, as needed, repairs and replaces. In contrast, the situation with xDSL capable loops is that the CLEC provides the equipment (*e.g.*, HDSL equipment) at both ends. By providing the equipment, the CLEC undertakes the maintenance, repair, and replacement of the equipment. As it is using its own equipment, the CLEC performs certain tasks for itself that it need not then pay Qwest to perform on its behalf. Similarly, the interval is and should be different because CLEC is performing this work for itself. Qwest needs to comply with the NCI codes to allow the process reflected in the ICAs and the industry standards to work as intended.

Qwest's insistence on cooperative testing in every case (discussed below) ignores this key distinction between the two distinct products available to CLECs: (1) DS1 Capable Loops, for which Qwest provides the equipment; and (2) xDSL Capable Loops, for which CLECs provide the equipment at both ends. This is particularly clear in Qwest's denial of Integra's CMP Escalation re. CR PC020409-1EX when Qwest states: "Without testing the end-to-end service provided on the loop as it does for its own retail DS-1 customers, Qwest can not guarantee the loop would support any services." The entire ICA and industry regime of defining different types of xDSL (*e.g.*, HDSL2 at 1.544 Mbps) and assigning the types of loops unique NC/NCI codes (*e.g.*, NC code of LX-N with NCI code of 02QB9.00H and SEC code of NCI 02DU9.00H for HDSL) is designed to address this concern and ensure that Qwest can provide the type of loop requested by CLEC. The problem is that Qwest has not implemented it, even though these terms have been in the SGATs and ICAs for many years and Qwest's own technical publication 77384 recognizes that the industry NCI codes are designed "to communicate to QWEST the character of the signals the customer is connecting to the network at each end-point of the metallic circuit" and to tell "a Qwest engineer and the circuit design system, of specific technical, customer requirements." Qwest can provide the type of loop needed to meet those specific technical customer requirements, if it complies with the ICAs and the NC/NCI code requirements.

Loop Qualification Vis-à-Vis Facilities Assignment

Qwest concludes the first paragraph of its Response by stating: "The CLEC has responsibility to inspect the character of the facilities, e.g., gauge, length, etc. and determine that the facility is appropriate for their specific application." This is an interesting statement, given Qwest's position that CLECs cannot order a basic installation for an HDSL capable loop and retain responsibility for testing the loop, as described by Integra in its February 4, 2009 CMP comments on this CR and in its Escalation of CR PC020409-1EX. To the extent that Qwest is referring to loop qualification, the CLECs' responsibilities in that regard are already addressed in the SGATs and ICAs (see, *e.g.*, SGAT & Eschelon ICAs §9.2.2.8), and Integra's CR does not change those responsibilities. Integra uses the loop qualification tools, so it has already done the work to know which qualified facilities are identified as available when Integra submits its request.

The loop qualification tools only provide information at a certain level for a subsection of the loops at an end user customer's address (indicating that a loop exists that is within the desired length, for example), however, and do not provide detailed specific characteristics of the particular loop being delivered. Moreover, Qwest sent a notice to CLECs stating that Qwest would modify its documentation on March 13, 2009 to provide: "When performing Loop Qualification queries using the Resale (HSI) Loop Qualification and/or ***ADSL Loop Qualification*** tools, the following message may be returned: "*Because of Power Disparity, Interference may be present or may develop in the future, Central Office Based ADSL service may be degraded or may not work at all.* ***Qwest can not guarantee the feasibility CO Based ADSL.***" (See Qwest Notice PROS.03.13.09.F.06150.LoopQualCLECJobAid_V25, emphasis added.) Through the CR denial and Escalation Denial – both received on the same day (March 13th, 2009) – Qwest confirmed that if a CLEC wishes to receive HDSL with a signal that tests at 196 kHz, the CLEC needs to request an ADSL service or a DS1 capable loop. The timing of the three notices on the same day in particular suggests that Qwest's objective is to force CLECs into foregoing their right to order HDSL and instead order Qwest's more expensive DS1 Capable Loop product, because per Qwest the only other means of getting the desired HDSL (ADSL) had no certainty of even being a feasible product.

Regarding the particular loop being delivered, Qwest's facilities assignment process does not select/assign the best (most qualified) loop available ***for the type of loop ordered*** by the CLEC. (See also Integra's CR PC020409-1EX and Integra's associated Escalation, which deal with a sub-set of the issues in this CR as to HDSL. Facilities assignment of all xDSL capable loops, including HDSL and HDSL2, are part of this CR.) Instead, it can just as easily assign a loop capable of only voice grade service to fill a CLEC request for a particular type of digital capable loop. In contrast, for Qwest retail, Qwest automatically assigns the best (most qualified) loop available for the type of loop ordered by Qwest retail. In the December 17, 2008 CMP meeting, Qwest (Jamal) told CLECs that, for Qwest retail, "Qwest HDSL2 goes through the CSA [Carrier Serving Area] guidelines." In other words, Qwest admits that Qwest assigns the appropriate facility for its own retail services. In contrast, for CLECs, Qwest said that its policy is that Qwest

will only test and repair the loop to voice transmission parameters, because Qwest cannot differentiate a HDSL qualified non loaded loop from a voice grade loop using its current processes that ignore the NCI code for CLECs (notwithstanding its long-established legal obligations to make that distinction and to not restrict testing to voice transmission only). Since then, Qwest has confirmed (in its March 13, 2009 denial of Integra's CMP Escalation re. CR PC020409-1EX) that Qwest does not use CSA guidelines for CLEC xDSL capable loop orders, though it uses them for Qwest retail. The CSA guidelines relate to issues such as distances. Because xDSL capable loops are distance-sensitive products, distances are significant to delivering the appropriate loop. ANSI Standard T1-417 (cited in §9.2.6.1 above) states, on page 13 in Section 4.3.1.5, that "HDSL systems are designed to transport 784 kbps over Carrier Serving Area (CSA) distances on a single non-loaded twisted pair" and, in Section 4.3.1.6, that "HDSL2 is a second generation HDSL loop transmission system that is standardized. The system is designed to transport a 1.544 Mb/s payload on a single non-loaded twisted pair at CSA distances." Ironically, Qwest attempts to portray its failure to comply with the industry standard regarding CSA distances for CLECs as "advantageous to the CLECs" even though these products are distance-sensitive.

In Qwest's denial of Integra's Escalation re. CR PC020409-1EX, Qwest also admits that, even though the ICAs entitle CLECs to at least seven types of xDSL capable loops, Qwest's facility assignment process for CLECs is based on only one of those types (ADSL). Again, this reflects Qwest's failure to differentiate loop types based on the NCI code, even though Qwest is required to comply with the NCI code per the ICAs. Moreover, Qwest's choice of ADSL is significant, given that Qwest has grandparented ADSL for its own customers. When announcing the grandparenting of ADSL, Qwest pointed CLECs to its non-loaded loop product, even though Qwest will not comply with the HDSL NCI code to provide a non-loaded loop capable of carrying HDSL. (http://www.qwest.com/wholesale/cmp/archive/CR_PC121106-1.html) Worse yet, since then, Qwest notified CLECs that its loop qualification tool is unreliable for ADSL, which may not even be feasible at all (as discussed above).

As discussed above, in addition to its contractual obligations to unbundle xDSL capable loops and comply with the NC/NCI codes, Section 9.2.2.3 of the ICAs (as well as Qwest's own negotiations template proposal) requires Qwest to provision digital loops in a nondiscriminatory manner. Qwest has admitted the processes are different. In addition, Qwest has not provided the information that Integra requested in its CR and in its Escalation re. CR PC020409-1EX regarding Qwest's retail facilities assignment process. To determine whether the processes are nondiscriminatory, however, Qwest needs to be forthcoming about its retail process.

Qwest statements in CMP discussions of this CR led CLECs to believe that Qwest's retail facilities assignment process used an existing Universal Service Ordering Code (USOC) that, if used for CLEC HDSL orders, would allow Qwest to finally differentiate a HDSL qualified non loaded loop from another loop for CLECs. Qwest's denials since then have called Qwest's statements about the USOC into doubt. Therefore, Integra went to Qwest's Resale Product Database (RPD) to attempt to obtain additional information.

About this database, Qwest has said: "InfoBuddy is a system that contains all of Qwest's Methods, Practices and policies regarding ordering processes. In addition to that Qwest also has information within the system that is proprietary. In order to comply with the Telecommunications act of 1996 Qwest developed a redaction process which allows CLEC's access to the retail product methods and procedures contained in InfoBuddy that are available for Resale. That information is formatted into a WEB based application known as RPD. The redaction process removes only the proprietary information found in InfoBuddy that Qwest is not mandated via the Act to provide to CLEC's." (Qwest email, Ex. BJJ-44 in UT-063061.)

Qwest's ***retail*** ordering processes in RPD state that the "PTW FID [Field Identifier] is an internal process that is used to provision a 4-wire loop facility as 2-wire using HDSL2 technology. This is transparent to the customer base because the facility is handed off as a 4-wire interface at the customer premises. In an effort to ensure all DSS facility orders carry the PTW FID, it will be added to the T-1 based products service orders via the MAGIC system (OR or WA only). For all other states, the process is manual." In contrast to this Qwest retail documentation, in the Qwest (SVP Ken Beck) June 5, 2008 email to Integra, Qwest had said: "HDSL2 is not a service or product offering for Qwest customers."

Regardless of whether the mechanism for complying with the full NC/NCI codes is implementation of a USOC, a FID, or some other process (manual or electronic), ample evidence exists that Qwest can and has assigned and provided HDSL2 technology over a 2-wire facility for itself and its customers.

Qwest's Withholding of CLEC's Existing ICA Right to Compliance with NC/NCI Standards Unless CLECs Forgo Existing ICA Right to Basic Installation

Despite all of the above, Qwest concludes erroneously in its Response that "Qwest is under no obligation to provide the product in the manner requested by CLEC" and it has "no obligation to provide Non-Loaded Loops in this manner." Qwest states:

> "Absent the CLEC community agreement to negotiate in good faith to perform cooperative testing, this request becomes economically not feasible for Qwest. Therefore, Qwest respectfully denies this request."

Qwest's reference to "good faith" appears to be an attempt to suggest that CLECs are not negotiating in good faith unless they capitulate to Qwest's demand for cooperative testing for xDSL capable loop installations. The suggestion is wrong and unfair. CLECs have taken the time to provide extensive information and citations to Qwest, much of which Qwest leaves unanswered in its Response. CLECs have expressed flexibility in how a solution is implemented, whereas Qwest has expressed a take-it-or-leave-it position on cooperative testing. CLECs already have long-established rights under their existing ICAs (quoted above) to both (1) basic installation for xDSL capable loop installations at Commission approved rates, and (2) access to xDSL capable loops in compliance with industry standards. Qwest is withholding services to which CLECs are entitled to force CLECs to give up their existing right to basic installations. This is not an ICA

negotiation. Qwest is supposed to have implemented processes to effectuate these long-established ICA rights and, not having done so, needs to implement them now.

Ongoing Economic Consequences to CLECs

After dismissing without even acknowledging the many Integra-provided citations to the ICAs and FCC orders and rules as not obligating Qwest to provide the product in the manner requested by CLEC, Qwest states that the decision then "becomes one of economics." Requiring cooperative testing for every xDSL Capable Loop installation, however, would be an additional financial cost to CLECs, in addition to the adverse economic consequences that exist today because of Qwest's failure to comply to date.

As discussed above, Qwest withholds any potential willingness to proceed with implementation of the CR as a means to force CLECs into an unnecessary agreement "to perform cooperative testing." Cooperative testing comes later (at installation), however, and is separate from assignment of facilities (*e.g.*, a loop) ***before*** the loop is installed and tested. Improving the appropriateness of the loop assigned, so that it is of the type ordered by the CLEC as identified via the NC/NCI codes, will help ensure fewer problems when the testing stage is reached. In CMP, Qwest admitted that, for comparable types of service, Qwest does not perform or require its staff to perform the work it seeks to require CLECs to perform:

> Jamal Boudhaouia - He said that we will check to see if the bridge tap is interfering with it. ***He said that Qwest does not do HDLS [sic] test in the CO because we are not equipped to do that and the equipment is very expensive.*** (12/30/08 Comments to minutes received from Integra) When we hook to the HDSL mux we test remotely ***- it works or doesn't work*** - we don't have the ability to test the raw loop, ***we look for open shorts, bridge tap, or Load Coils that we missed***. (minutes from 12/17/08 CMP meeting; emphasis added)

In other words, Qwest "does not do HDSL2 tests in the CO" for every installation for itself, but Qwest is attempting to force HDSL2 tests in the CO upon CLECs by requiring joint cooperative testing in the case of every loop installation. Qwest confirmed in its denial of Integra's Change Request (CR) #PC082808-1IGX that Qwest does not perform this testing for its own retail customers. Qwest hooks up the facility, and it "works or doesn't work." When the loop is an xDSL Capable Loop, the CLEC is providing the equipment at both ends. Therefore, the CLEC should also be able to hook up its equipment, determine if it works or does not work, and proceed accordingly, just as Qwest does for itself and its customers.

Qwest's insistence that CLEC be present and cooperatively test when Qwest delivers the loop is an attempt by Qwest to dictate CLEC's use of its own resources. Qwest appears to wrongly assume that CLEC would be present at delivery anyway, which is incorrect. Though Integra hooks up its own equipment, Integra needs to control the timing of that activity to most efficiently use its own resources and, when necessary, to coordinate with others (*e.g.*, contractors, customers, vendors, etc.). Qwest's proposal would impose costs on CLECs associated with Qwest dictating the timing and use of CLEC's resources. In

contrast, Integra's approach does not impose those costs on Qwest. Qwest delivers the loop, as Qwest is already compensated to do per the Commissions' approved rates for basic installation. As discussed below, if Qwest assigns a loop per the NCI codes, in most cases the loop should work as intended. Therefore, no joint testing or repair at installation is required except in the minority of situations (which the ICAs already address). If for some reason a CLEC desires to dictate timing and use of Qwest's resources, the CLEC may choose the cooperative testing installation "option" and then Qwest is compensated for use of those resources with the Commission approved rates for cooperative testing.

Qwest's proposal to impose cooperative testing upon CLECs for every installation is inefficient and creates unnecessary work, delay, and expense for CLECs. For example, if a CLEC that has 50 collocations throughout a city has ordered loops with the same due date for 3 installations in 3 unmanned collocations spread far apart in that city, Integra would need to dispatch technicians all over town that day to jointly test for problems, even though the loops may in fact work when delivered (***and should work, if Qwest assigns proper facilities in the first place***). In its denial of Integra's CMP Escalation re. CR PC020409-1EX, Qwest complains of unspecified "additional work relating to provisioning and dispatch." Qwest's cooperative testing proposal, however, would clearly impose additional work relating to provisioning and dispatch upon CLEC in every one of these cases. And, even without Qwest's cooperative testing proposal, Qwest's current practices already impose additional work on CLECs every time Qwest delivers a loop that is not capable of supporting the requested service. Qwest refuses to abide by its obligation to assign a loop per the NC/NCI codes and then seeks to address any problems that result from its own failure to respect the NCI code by requiring CLECs to engage in and pay for joint testing 100% of the time.

In contrast, Integra's position is much more efficient, because it isolates joint testing to those limited circumstances when joint testing is truly required. Per Integra's position, when Qwest assigns a loop capable of carrying data consistent with the law and industry guidelines (including NCI code), in most cases the loop should work as intended. Therefore, no joint testing is required. Even assuming the loop does not work upon delivery, CLEC will be able to perform tests once it hooks up its equipment (just as Qwest, for its retail customers, performs tests once it hooks up its equipment, see above). Qwest's existing processes require CLEC to perform trouble isolation before reporting trouble to Qwest and to submit its test results with its trouble report. (See Qwest's ICA negotiations template Sections 12.3.3.5 & 12.3.4.) As with any other basic loop installation after which the loop does not work, the companies may agree on the cause of the problem and the solution. If the CLEC reports that its tests indicate, for example, that excessive bridged taps are interfering with its HDSL2 service and Qwest agrees, no joint meet is required. [This assumes that Qwest is not enforcing a policy in violation of 47 CFR §51.319(a)(1)(iii)(C) of testing only to voice grade parameters even when the CLEC informs Qwest that its service is supposed to be capable of carrying data.] Only in the sub-set of installations for which the loop does not work and the companies do not agree on trouble isolation may joint testing be required. This is a far more efficient and less costly than Qwest's proposal to require joint testing for 100% of installations.

Integra has a right to the installation option provisions in its ICAs, including basic installation. Qwest needs to ensure that, before delivering a loop, Qwest is first assigning a loop that meets the ICAs and industry standards for that type of loop. Qwest cannot cure its failure to appropriately assign a loop by shifting the burden to CLECs to perform work that would not be necessary if the assignment process worked as it should. Once it works as it should, there may be little or no need for cooperative/joint testing or repair, because the delivered loop will work as intended for the service ordered.

Qwest states that without tying implementation of the CR to its additional demand for cooperative testing in every case, CR implementation "economically not feasible for Qwest." Requiring cooperative testing for every installation, however, becomes a financial liability to CLECs and is not economically feasible (for the reasons discussed above). Qwest's proposal would impose unnecessary expenses and resource burdens on CLECs (such as those described in the example provided above involving unmanned collocations) that Qwest itself does not incur because it does not perform this type of testing itself, as discussed above. Integra asked Qwest about this aspect of Qwest's response in CMP, as reflected in the February 18, 2009 meeting minutes:

> "Doug Denney-Integra said that Qwest's denial on the exception CR states that there is a financial risk and asked what Qwest was referring to.
>
> Bob Mohr-Qwest said that the financial liability is associated with the cost of equipping and training the technicians to perform the test at this level.
>
> Doug Denney-Integra said that the other CR doesn't ask Qwest to do this and that they only want the USOC implemented. He said he was not sure how that fits into the rejection of the CR.
>
> Bob Mohr-Qwest said that the CR would be a half solution without testing and would shift additional liability to the repair process and Qwest is not willing to implement a partial solution."

Qwest, however, is not shifting liability to repair by implementing the CR to allow Qwest's facility assignment system to assign a qualified facility capable of supporting the requested service (instead of, *e.g.*, erroneously assigning a voice grade loop when a digital loop was requested). Repairs caused at installation by Qwest's erroneous facilities assignment would be minimized or eliminated. Qwest's comments are particularly frustrating because Qwest is incorrectly saying CLECs may do to Qwest what Qwest has in fact already done to CLECs. By ignoring the NCI code and assigning the wrong loop type, Qwest is currently creating liability ***for CLECs*** by forcing them into the repair process at the time of installation instead of properly assigning the correct loop type. When the wrong loop type is assigned, CLECs have to go through the repair process and then, if Qwest wrongly restricts testing to voice transmission only, also have to endure additional ordering and installation processes, including the added expense and delay associated with ordering a more expensive product. As discussed above, the liability that Qwest's faulty facilities assignment process imposes upon CLECs is the result of violation of Qwest's obligation to assign and provision xDSL capable loops in

compliance with industry standards, including the NCI code. The consequences of that conduct belong with Qwest, not CLECs.

Qwest's tying of cooperative testing to moving forward at all with this CR also ignores the significant repair and network maintenance and modernization aspects of the CR. (See, e.g., the May 2008 repair example in the CR.) Existing customers are already on the service, so the issue of which installation option (*e.g.*, basic or cooperative testing) was used back when the circuit was delivered is irrelevant for these customers. If Qwest modifies its network and impacts these customers, Qwest must restore their service to the previous data levels. (See, e.g., ICA §9.1.9; Qwest-Eschelon arbitration issue 9-33.) Qwest shall not (contrary to current practice) restrict testing to voice parameters. [See 47 CFR §51.319(a)(1)(iii)(C).]

- Business need and impact

Qwest admits that it complies only with the "NC" code and not the "NCI code." Qwest also admits its processes/systems currently do not assign a facility capable of supporting the type of xDSL service requested by a CLEC. Assigning a facility capable of supporting the requested service, however, would reduce problems at installation and reduce the number of needed repairs to make the service work as intended. Qwest also admits that it is seeking to impose upon CLECs testing that it does not perform for itself and its customers. CLECs' rights under the ICAs and the law are clear and long-standing. Integra has been raising this critical business issue with Qwest since at least the Fall of 2007. Qwest's current practices impose unnecessary expenses, delays, and uncertainties upon Integra and other CLECs. A solution is long overdue. A key CLEC business need is for Qwest to implement the CR without delay to correct these problems.

Regarding the significant impact upon CLECs, competition, and end user customers, see the discussion above.

- Desired CLEC resolution

Qwest will reverse the denied status of Integra's CR. Contrary to Qwest's claim in its denial of Integra's CR PC082808-1IGX that Integra is seeking "a guarantee that every xDSL loop can carry HDSL" and asking Qwest to "provide xDSL loops that are able to transmit each of those types of digital signals," Integra is simply asking that Qwest provide a loop that will actually support the service ordered by the CLEC, which can be accomplished by complying with the NC and NCI codes. Using those codes appropriately, the loop will not have to support every type of digital signal but only the one requested by the CLEC. As illustrated by the above example in which a pizza with no onions was requested by a customer with an onion allergy but a pizza with onions was delivered, customers – including CLEC customers of Qwest's – need to receive the product ordered and are harmed when the wrong product is delivered. The ICAs and industry standards already have a regime in place for CLECs to identify and Qwest to provision the particular type of loop ordered by CLEC by using the NC/NCI codes. If Qwest's current processes (including its technical publications) do not allow a CLEC to

order a product (e.g., HDSL2) in the manner the product is defined as indicated by the full NC/NCI code, then Qwest's processes are out of compliance and need to be brought into compliance. To the extent that Qwest's processes (including technical publications) are inconsistent with industry standards, they should be revised. To the extent that Qwest's processes (including technical publications) are inconsistent with the ICAs, the ICAs control and Qwest must have processes available to CLECs to effectuate those ICA rights.

Regardless of whether the mechanism for complying with the full NC/NCI codes is implementation of a USOC, a FID, or some other process (manual or electronic), ample evidence exists that Qwest can and has assigned and provided HDSL2 technology over a 2-wire facility for itself and its customers. Integra's CR focuses on achieving the desired result (providing the product requested by the CLEC), not a particular manner of implementation. For example, because Qwest has denied Integra's request for implementation of a USOC, then Qwest needs to implement another solution(s) to address these problems. Qwest should reverse its denial of this CR and work collaboratively and quickly toward that goal.

From: Johnson, Bonnie J.
Sent: Friday, March 20, 2009 4:50 PM
To: 'Cmp, Escalation'; Redman-Carter, Julia A.; 'ebalvin@covad.com'; Bloemke, Brenda; 'loriann.burke@xo.com'; 'Susan.Franke@twtelecom.com'; Nora Torrez (nora.torrez@twtelecom.com)
Cc: 'Cox, Rod'; 'Mike Wilker'; Isaacs, Kimberly D.; 'cmpesc@qwest.com'; Lybarger, Dildine; Coyne, Mark; Johnson, Bonnie J.
Subject: Integra position response - Integra and affiliates ("Integra") Escalation PC020409-1EX Denied

Integra's position response is below and also attached as a document.

Escalation #44 Re. CR # PC020409-1EX – Position of Integra and its Affiliates

March 20, 2009
To: Qwest CMP
Subject: Position of Integra and its Affiliates

Integra and its affiliated entities ("Integra") provide this response in reply to Qwest's March 13, 2009 denial of Integra's CMP Escalation (Escalation #44) regarding Change Request (CR) PC020409-1EX ("Integra's Facilities Assignment USOC CR"). At least seven CLECs joined Integra's escalation. Qwest indicated on the March 18, 2009 CMP call that an error occurred with the Qwest system used to join the escalation, so there may have been other CLECs who joined as well.

Integra's Facilities Assignment USOC CR presented an opportunity for Qwest to implement a potential solution for one product (HDSL 2 and 4 wire non loaded loops) to allow Qwest to deliver to CLECs the product they actually order. Qwest's facilities assignment process does not select/assign the best (most qualified) loop available ***for the type of loop ordered*** by the CLEC. Instead, it can just as easily assign a loop capable of only voice grade service to fill a CLEC request for a particular type of digital capable loop. Qwest should provide a loop that will actually support the service ordered by the CLEC. The CR focuses on assigning the type of loop requested by implementing a Universal Service Ordering Code (USOC) to enable Qwest to distinguish loop type. Unless Qwest assigns the appropriate loop, unnecessary delays and expenses are imposed upon CLECs.

To view the technical subject in another context may help in understanding the problem. Consider a customer who has a terrible allergy to onions. The customer specifically orders a pizza with no onions. The pizza is delivered. The customer believes that the pizza is the type ordered so eats a slice. The customer only learns there is a mistake when the customer with the onion allergy goes into anaphylactic shock. It turns out the pizza delivery person delivered a pizza with onions. When the customer calls to complain, the pizza place says it met its obligation to the customer because "hey, we delivered a pizza." It is a completely unsatisfactory result. The customer did not receive the product ordered and, as a result, the customer is harmed.

Background and Stated Relationship to Integra's Broader CR #PC082808-1IGX

On February 4, 2009, Integra submitted its Facilities Assignment USOC CR (PC020409-1EX), entitled "Qwest will implement the USOC to correct the facility assignment for HDSL," to request implementation of a USOC for HDSL (2 and 4 wire non loaded loops) to correct assignment of facilities. Integra indicated in its CR that Qwest had said that there is a USOC already recognized by Telcordia/industry standards that would help ensure that facilities assigned to CLECs meet the parameters and industry standards applicable to the specific HDSL product ordered by the CLEC but Qwest has not yet implemented its use for CLECs, and Integra requested that Qwest implement the USOC expeditiously. During the January 21, 2009 monthly CMP call, Qwest said it could implement the USOC in mid-April 2009, so Integra requested an implementation date of mid-April 2009 or soon after. On February 18, 2009, Qwest provided a written Response to Integra in which Qwest denied the CR and therefore denied the request to implement the USOC.

On March 5, 2009, Integra submitted its written Escalation (which is incorporated by reference). On March 13, 2009, Qwest provided its binding response in which Qwest denied the Escalation. Also on March 13, 2009, Qwest provided a written Response denying Integra's CR #PC082808-1IGX, entitled "Design, Provision, Test and Repair Unbundled Loops to the Requirements requested by CLEC, including NCI/SECNCI Code Industry Standards" [Integra's "Provision Loops Per Request CR"]. In Integra's Facilities Assignment USOC CR (PC020409-1EX), Integra said about its Provision Loops Per Request CR (PC082808-1IGX): "This CR does *not* replace in any way Integra's CR PC082808-1IGX (which is broader), and it should not delay the processing of that CR. Implementation of a USOC was not specifically mentioned in the description of change in that CR, whereas here Integra is specifically requesting USOC implementation for HDSL. Integra reserves its rights as to CR PC082808-1IGX. It appears from CMP discussions related to PC082808-1IGX that implementation of the USOC may be bogged down by other issues, so Integra has also submitted this CR to attempt to avoid delay in implementing the USOC. If implementation of the USOC assists in resolving some of the issues raised in CR PC082808-1IGX, as suggested by Qwest, then the companies may address that situation at the time." On March 20, 2009, Integra submitted a written Escalation (which is incorporated by reference) of Qwest's denial of Integra's Provision Loops Per Request CR (PC082808-1IGX). Integra's written Escalation of Qwest's denial of CR PC082808-1IGX contains citations to legal and contractual sources. Provisions of the Statements of Generally Available Terms (SGATs) and interconnection agreements (ICAs) that are cited in this document are quoted more fully in Integra's written Escalation of Qwest's denial of CR PC082808-1IGX.

Reply to Qwest's Binding Response

In its March 13, 2009 Binding Response, Qwest states: "Qwest disagrees with the claim that it has an obligation to provide an HDSL Capable Loop." The long-standing obligation is so clearly set out in the SGATs, ICAs, and the law, however, that it is difficult to understand how Qwest could possibly make such a statement. Please refer to Integra's written Escalation of Qwest's denial of CR PC082808-1IGX, and in particular

the section entitled "Qwest's Obligation to Provide xDSL Capable Loops is Clear and Long-Standing," for specific citations.

Contrary to Qwest's claim that Integra is seeking "a guarantee that every xDSL loop can carry HDSL" and asking Qwest to "provide xDSL loops that are able to transmit each of those types of digital signals," Integra is simply asking that Qwest provide a loop that will actually support the service ordered by the CLEC, which can be accomplished by complying with the NC and NCI codes (see CR PC082808-1IGX). Qwest statements in CMP had led Integra to believe that, for HDSL, implementation of the USOC would have helped to accomplish this goal for HDSL. Using those codes appropriately, the loop will not have to support every type of digital signal but only the one requested by the CLEC. Although Qwest's Binding Response ignores the vast majority of citations provided by Integra, Qwest addresses a single provision of a relatively unique ICA in Oregon. Qwest points out that it states that loops can be used for a variety of services. Integra can only use the loop for the desired type of xDSL service, however, if Qwest assigns a loop capable of carrying that service. Again, please refer to Integra's written Escalation of Qwest's denial of CR PC082808-1IGX, and in particular the section entitled "Qwest's Obligation to Provide xDSL Capable Loops is Clear and Long-Standing," for specific citations supporting Qwest's obligations in this regard.

Qwest states that it has made several tools available to CLECs such as the Raw Loop Data tool which depicts the composition of loop, e.g., gauge, length, etc. The CLECs' responsibilities regarding loop qualification are already addressed in the SGATs and ICAs (see, *e.g.*, SGAT & Eschelon ICAs §9.2.2.8), and Integra's CR does not change those responsibilities. Integra uses the loop qualification tools, so it has already done the work to know which qualified facilities are identified as available when Integra submits its request.

The loop qualification tools only provide information at a certain level for a subsection of the loops at an end user customer's address (indicating that a loop exists that is within the desired length, for example), however, and do not provide detailed specific characteristics of the particular loop being delivered. Moreover, Qwest sent a notice to CLECs stating that Qwest would modify its documentation on March 13, 2009 to provide: "When performing Loop Qualification queries using the Resale (HSI) Loop Qualification and/or ***ADSL Loop Qualification*** tools, the following message may be returned: "*Because of Power Disparity, Interference may be present or may develop in the future, Central Office Based ADSL service may be degraded or may not work at all.* ***Qwest can not guarantee the feasibility CO Based ADSL.***" (See Qwest Notice PROS. 03.13.09.F.06150.LoopQualCLECJobAid_V25, emphasis added.) Through Qwest's Denials of CR PC082808-1IGX and this Escalation – both received on the same day (March 13th, 2009) – Qwest confirmed that if a CLEC wishes to receive HDSL with a signal that tests at 196 kHz, the CLEC needs to request an ADSL service or a DS1 capable loop. The timing of the three notices on the same day in particular suggests that Qwest's objective is to force CLECs into foregoing their right to order HDSL and instead order Qwest's more expensive DS1 Capable Loop product, because per Qwest the only

other means of getting the desired HDSL (ADSL) had no certainty of even being a feasible product.

Regarding the particular loop being delivered, Qwest's facilities assignment process does not select/assign the best (most qualified) loop available ***for the type of loop ordered*** by the CLEC. Instead, it can just as easily assign a loop capable of only voice grade service to fill a CLEC request for a particular type of digital capable loop. In contrast, for Qwest retail, Qwest automatically assigns the best (most qualified) loop available for the type of loop ordered by Qwest retail. In the December 17, 2008 CMP meeting, Qwest (Jamal) told CLECs that, for Qwest retail, "Qwest HDSL2 goes through the CSA [Carrier Serving Area] guidelines." In other words, Qwest admits that Qwest assigns the appropriate facility for its own retail services. In contrast, for CLECs, Qwest said that its policy is that Qwest will only test and repair the loop to voice transmission parameters, because Qwest cannot differentiate a HDSL qualified non loaded loop from a voice grade loop using its current processes that ignore the NCI code for CLECs (notwithstanding its long-established legal obligations to make that distinction and to not restrict testing to voice transmission only).

In its Binding Response, Qwest confirms that Qwest does not use CSA guidelines for CLEC xDSL capable loop orders, though it uses them for Qwest retail. The CSA guidelines relate to issues such as distances. Because xDSL capable loops are distance-sensitive products, distances are significant to delivering the appropriate loop. ANSI Standard T1-417 (cited in ICA §9.2.6.1) states, on page 13 in Section 4.3.1.5, that "HDSL systems are designed to transport 784 kbps over Carrier Serving Area (CSA) distances on a single non-loaded twisted pair" and, in Section 4.3.1.6, that "HDSL2 is a second generation HDSL loop transmission system that is standardized. The system is designed to transport a 1.544 Mb/s payload on a single non-loaded twisted pair at CSA distances." Ironically, in its Binding Response, Qwest attempts to portray its failure to comply with the industry standard regarding CSA distances for CLECs as "advantageous to the CLECs" even though these products are distance-sensitive.

Qwest also admits in its Binding Response that, even though the ICAs entitle CLECs to at least seven types of xDSL capable loops, Qwest's facility assignment process for CLECs is based on only one of those types (ADSL). Again, this reflects Qwest's failure to differentiate loop types based on the NCI code, even though Qwest is required to comply with the NCI code per the ICAs. Moreover, Qwest's choice of ADSL is significant, given that Qwest has grandparented ADSL for its own customers. When announcing the grandparenting of ADSL, Qwest pointed CLECs to its non-loaded loop product, even though Qwest will not comply with the HDSL NCI code to provide a non-loaded loop capable of carrying HDSL. (http://www.qwest.com/wholesale/cmp/archive/CR_PC121106-1.html.) Worse yet, since then, Qwest notified CLECs that its loop qualification tool is unreliable for ADSL, which may not even be feasible at all (as discussed above).

In its Binding Response, Qwest withholds any potential willingness to proceed with implementation of the CR as a means to force CLECs into an unnecessary agreement to

perform "cooperative testing." Integra addressed this issue in its Escalation, but Qwest does not specifically respond to the bulk of Integra's points. Please also refer to Integra's Escalation re. CR PC082808-1IGX for a more detailed discussion of this issue. In its Binding Response, Qwest states: "Without testing the end-to-end service provided on the loop as it does for its own retail DS-1 customers, Qwest can not guarantee the loop would support any services." Qwest's insistence on cooperative testing in every case ignores a key distinction between the two distinct products available to CLECs: (1) DS1 Capable Loops, for which Qwest provides the equipment; and (2) xDSL Capable Loops, for which CLECs provide the equipment at both ends. The entire ICA and industry regime of defining different types of xDSL (*e.g.*, HDSL2 at 1.544 Mbps) and assigning the types of loops unique NC/NCI codes (*e.g.*, NC code of LX-N with NCI code of 02QB9.00H and SEC code of NCI 02DU9.00H for HDSL) is designed to address this concern and ensure that Qwest can provide the type of loop requested by CLEC. (See CR PC082808-1IGX & Integra's Escalation of its denial.) The problem is that Qwest has not implemented it, even though these terms have been in the SGATs and ICAs for many years and Qwest's own technical publication 77384 recognizes that the industry NCI codes are designed "to communicate to QWEST the character of the signals the customer is connecting to the network at each end-point of the metallic circuit" and to tell "a Qwest engineer and the circuit design system, of specific technical, customer requirements." Qwest can provide the type of loop needed to meet those specific technical customer requirements, if it complies with the ICAs and the NC/NCI code requirements. If implementation of a USOC does not address the problems with Qwest's facilities assignment process and its ability to deliver the type of loop requested, then another solution needs to be implemented.

In addition to its contractual obligations to unbundle xDSL capable loops and comply with the NC/NCI codes, Section 9.2.2.3 of the ICAs (as well as Qwest's own negotiations template proposal) requires Qwest to provision digital loops in a nondiscriminatory manner. Qwest has admitted the processes are different. In addition, Qwest has not provided the information regarding Qwest's retail facilities assignment process that Integra requested in its CR and in its Escalation. Qwest needs to be forthcoming about its retail process.

Qwest statements in CMP discussions of these CRs led CLECs to believe that Qwest's retail facilities assignment process used an existing USOC that, if used for CLEC HDSL orders, would allow Qwest to finally differentiate a HDSL qualified non loaded loop from another loop for CLECs. Qwest's Denials since then have called Qwest's statements about the USOC into doubt. Therefore, Integra went to Qwest's Resale Product Database (RPD) to attempt to obtain additional information. About this database, Qwest has said: "InfoBuddy is a system that contains all of Qwest's Methods, Practices and policies regarding ordering processes. In addition to that Qwest also has information within the system that is proprietary. In order to comply with the Telecommunications act of 1996 Qwest developed a redaction process which allows CLEC's access to the retail product methods and procedures contained in InfoBuddy that are available for Resale. That information is formatted into a WEB based application known as RPD. The redaction process removes only the proprietary information found in

InfoBuddy that Qwest is not mandated via the Act to provide to CLEC's." (Qwest email, Ex. BJJ-44 in UT-063061.)

Qwest's ***retail*** ordering processes in RPD state that the "PTW FID [Field Identifier] is an internal process that is used to provision a 4-wire loop facility as 2-wire using HDSL2 technology. This is transparent to the customer base because the facility is handed off as a 4-wire interface at the customer premises. In an effort to ensure all DSS facility orders carry the PTW FID, it will be added to the T-1 based products service orders via the MAGIC system (OR or WA only). For all other states, the process is manual." In contrast to this Qwest retail documentation, in a Qwest (SVP Ken Beck) June 5, 2008 email to Integra, Qwest had said: "HDSL2 is not a service or product offering for Qwest customers." Qwest failed to mention the FID in CMP discussions.

Regardless of whether the mechanism for complying with the full NC/NCI codes is implementation of a USOC, a FID, or some other process (manual or electronic), ample evidence exists that Qwest can and has assigned and provided HDSL2 technology over a 2-wire facility for itself and its customers. Integra will continue to pursue a resolution of the problem, including through its Provision Loops Per Request CR (PC082808-1IGX).

integra TELECOM

Bonnie J. Johnson | Director Carrier Relations
| direct 763.745.8464 | fax 763.745.8459 |
6160 Golden Hills Drive
Golden Valley, MN 55416-1020
bjjohnson@integratelecom.com

From: Clauson, Karen L.
Sent: Friday, March 20, 2009 4:55 PM
To: 'Salverda, Kathleen'; Butler, Daphne; Hartl, Deborah; Coffin, Kristi; Interconnection Agreements; Christensen, Larry; Stecklein, Lynn; 'charlesking@optonline.net'; 'nicolemartin@gmail.com'; Nieb, Keith; Dea, Steve; Beck, Ken; 'cmpcr@qwest.com'; Urevig, Rita
Cc: Denney, Douglas K.; Johnson, Bonnie J.; Fisher, Steve; Wigger, Dan J.; Kowalczyk, Jill; Olson, Joan M.
Subject: RE: ICA notice

Larry, Kathy, Qwest:

Enclosed is a notice letter with its enclosures. Qwest will receive a hard copy by overnight delivery.

Karen

integra TELECOM
Integra Telecom
6160 Golden Hills Drive
Golden Valley, MN 55416
www.integratelecom.com

March 20, 2009

VIA OVERNIGHT DELIVERY
Director – Interconnection Compliance &
Qwest Legal Department
Qwest Corporation
1801 California, Room 2410
Denver, CO 80202

RE: Written ICA notice – compliance with the Act and ICAs – xDSL capable loops

Dear Sir or Madam:

On March 6, 2009, Integra and its affiliated entities ("Integra") sent a written request to Qwest asking Qwest to distribute an e-mail notification to the Change Management Process ("CMP") Body with a copy of that letter and its enclosure, consistent with Section 2.6 of the CMP Document, and also notifying Qwest that it needs to comply with the Act and the interconnection agreements ("ICAs") regarding appropriate and nondiscriminatory access to digital capable loops (and should have been doing so all along). Qwest has not yet responded or distributed the notice.

On March 11, 2009, Qwest sent an email to Integra enclosing a letter asking for additional information. Integra responded the same day, and Integra provided a copy of that response, as well as additional information, in a March 12, 2009 letter to Qwest.

With this letter, Integra again notifies Qwest that it needs to comply with that Act and the ICAs regarding xDSL capable loops and provides additional information. Enclosed and incorporated in this notice are copies of Integra and its affiliated entities' ("Integra's") CMP Escalation of Qwest's March 13, 2009 denial of Integra's Change Request (CR) #PC082808-1IGX, entitled "Design, Provision, Test and Repair Unbundled Loops to the Requirements requested by CLEC, including NCI/SECNCI Code Industry Standards" [Integra's "Provision Loops Per Request CR"]; and Integra's CMP response in reply to Qwest's March 13, 2009 denial of Integra's CMP Escalation (Escalation #44) regarding CR PC020409-1EX ("Integra's Facilities Assignment USOC CR"). Please refer to Integra's written Escalation of Qwest's denial of CR PC082808-1IGX, and in particular the section entitled "Qwest's Obligation to Provide xDSL Capable Loops is Clear and Long-Standing," for specific citations to the ICAs, as well as the law.

It seems self-evident that, if Integra orders a particular product, Qwest would provision that product. With respect to unbundled loops and in particular xDSL-capable loops, however, that has not turned out to be the case. Several types, or flavors, of xDSL-capable loops are supposed to be available to Integra. For example, the Qwest-Eschelon Minnesota, Oregon, Utah, and Washington ICAs (as well as in closed language in the

Arizona and Colorado ICAs which will become effective once approved) [the "Eschelon ICAs"] define xDSL-capable loops in Section 4.0 to include at least seven types (ADSL, HDSL, HDSL2, IDSL or ISDN DSL, RADSL, SDSL, and VDSL). These various types of xDSL-capable loops are separate from, and in addition to, DS1 capable loops, which Qwest must also provide to Integra. There is a specific mechanism, set forth in these ICAs, for Integra to identify and Qwest to provision the particular type of loop ordered by Integra. The mechanism involves the use of "NC/NCI codes" (plural). Both the NC code and the NCI code are needed to identify the particular type of loop. Qwest, however, claims that it has no obligation to provide the product in the manner requested by CLEC. Qwest has taken the position that, when Integra requests a specific type of xDSL capable loop (*e.g.*, via the NC/NCI code identifying HDSL2 at 1.544 Mbps), Qwest may either (1) provide a different type of loop (*e.g.*, a loop at a voice grade parameter of 1004Hz) that does not meet the CLEC's particular digital needs, or (2) require Integra to order a different, more expensive product (*e.g.*, a DS1 capable loop) to obtain the requested digital capability. Qwest should provide a loop that will actually support the service ordered by the CLEC. Instead, and despite a clear ICA requirement to comply with both the NC code ***and the NCI code*** (*e.g.*, §§9.2.2.1.1 & 9.2.2.1.2), Qwest chooses to provision only to the NC code without regard to the NCI code. Therefore, when a CLEC receives the loop, it may for example have no load coils (per the NC code) but, when tested to the specification of 196 kHz consistent with the ANSI standard, it will not pass traffic at a rate of 1.544 Mbps (per the NCI code). If Qwest's current processes (including its technical publications) do not allow Integra to order a product (*e.g.*, HDSL2) in the manner the product is defined as indicated by the full NC/NCI codes, then Qwest's processes are out of compliance and need to be brought into compliance. Integra needs certainty in its business and operational planning, and it needs to meet its end user customers' expectations. Qwest needs to provide the particular product requested by Integra.

To view this technical issue in another context may help in understanding the problem. Consider a customer who has a terrible allergy to onions. The customer specifically orders a pizza with no onions. The pizza is delivered. The customer believes that the pizza is the type ordered so eats a slice. The customer only learns there is a mistake when the customer with the onion allergy goes into anaphylactic shock. It turns out the pizza delivery person delivered a pizza with onions. When the customer calls to complain, the pizza place says it met its obligation to the customer because "hey, we delivered a pizza." It is a completely unsatisfactory result. The customer did not receive the product ordered and, as a result, the customer is harmed.

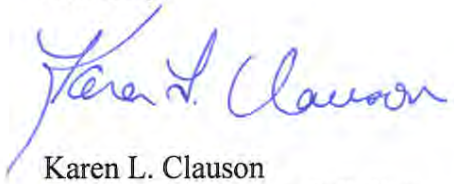
The issue is not limited to loop delivery/installation. Integra provided a May 2008 repair example to Qwest service management and CMP. Integra provided further discussion of "Repairs, Including Repairs Following Qwest Maintenance and Modernization Activities" in its February 4, 2009 CMP written comments. Key aspects of the issue presented by this example were already arbitrated successfully by Eschelon as part of Issue 9-33 in the Qwest-Eschelon Section 252 ICA arbitrations. (See

Minnesota Docket No. P-5340, 421/IC-06-768; Oregon Docket No. ARB 775; Utah Docket No. 07-2263-03; Arizona Docket No. T-03406A-06-0572; T-01051B-06-0572; Washington Docket UT-063061.) The resulting Minnesota ICA went into effect, for example, on March 12, 2008 – more than a year ago – giving Qwest ample time to bring itself into compliance. Please review the testimony and arbitration orders relating to Issue 9-33 and explain how the position expressed by a Qwest in the quote below (and confirmed more recently in CMP) complies with the those arbitration rulings, the Eschelon ICAs, industry standards (identified in the enclosed CMP Escalation of the Denial of CR PC082808-1IGX), and 47 CFR §51.319(a)(1)(iii)(C). In a Qwest (SVP Ken Beck) June 5, 2008 email to Integra, Qwest said (with emphasis added):

> "The Qwest Tech Pub 77384 and the Unbundled 2 and 4 Wire Non-Loaded PCAT both indicate that the CLEC needs to order the ADSL Capable Loop or a DS1 Capable Loop ***to receive an HDSL Level of Transmission***. If the CLEC requests the LX-N 04QB9.00H 04DU9.00H NC/NCI code combination, Qwest will provision an Unbundled 4 Wire Non-Loaded Loop and ***will test the circuit at 1004 HZ*** as stated in Section 6.2.1 of Tech Pub 77384. ***If Integra wishes to receive a signal that is tested at 196 kHz, you would need to request an ADSL service or a DS1 capable loop***. . . . I still boil it down to ***optional for us*** unless you order 4 wire loop."

Qwest is operating as though the Commission-approved ICAs were a mere suggestion, rather than a contractual obligation. Because Qwest will only test HDSL at 1004 HZ (*i.e.*, voice parameters) and because Qwest's technical publication and PCAT currently require a CLEC to order ADSL when the CLEC intends to place HDSL on the loop – as the CLEC is fully entitled to do under the Act, ICAs, and industry standards – Qwest's processes, technical publication, and PCAT need to be promptly revised. Integra has raised this issue with Qwest service management, Qwest executives, Qwest CMP, Qwest's attorney, Qwest's formal written contract notice process, and Qwest's contract negotiators, which it has been forced to do as Qwest has directed Integra to various groups, and because no solution has been implemented. Integra has demonstrated its flexibility in working with whichever group at Qwest is proffered as the correct unit to resolve the issue and its flexibility in terms of the manner in which a solution is implemented. Qwest needs to recognize its obligations and promptly proceed toward a solution consistent with the requirements of the Act and the ICA. Integra has been raising this critical business issue with Qwest since at least the Fall of 2007. Qwest's current practices impose unnecessary expenses, delays, and uncertainties upon Integra and other CLECs. A solution is long overdue.

Sincerely,



Karen L. Clauson
Vice President, Law & Policy
Integra Telecom, Inc.
6160 Golden Hills Drive
Golden Valley, MN 55416-1020
763-745-8461 (direct)

cc: Qwest Law Department
Attention: General Counsel, Interconnection
1801 California Street, 51st Floor
Denver, CO 80202

Qwest, by email to: intagree@qwest.com; cmpcr@qwest.com; Daphne Butler, Kathleen Salverda, Deborah Hartl, Kristi Coffin, Larry Christensen, Lynn Stecklein, Charles King, Nicole Martin, Keith Neib, Steve Dea, Ken Beck

Integra by email to: Bonnie Johnson, Jeff Oxley, Doug Denney, Steve Fisher

From: Cmp, Escalation [mailto:cmpesc2@qwest.com]
Sent: Friday, March 27, 2009 5:21 PM
To: Johnson, Bonnie J.; 'brenda_bloemke@cable.comcast.com'; 'Cox, Rod'; 'jim.hickle@velocitytelephone.com'; 'julia.redman-carter@paetec.com'; 'allendm@att.com'; 'mmulkey@jagcom.net'; 'shelly.pedersen@twtelecom.com'
Cc: Isaacs, Kimberly D.; Lybarger, Dildine; Coyne, Mark; 'cmpesc@qwest.com'
Subject: Qwest Binding Response to Integra and affiliates ("Integra") Escalation PC082808-1IGX Denied

Attached is the Qwest binding response to the escalation of PC082808-1IGXES Denied which was submitted March 20, 2009 and acknowledged by Qwest on March 23, 2009.

Please contact me with any questions.

Thank you,
Susan Lorence
CMP Project Manager
402 422-4999

Escalation #45 Regarding Integra and affiliates ("Integra") Escalation PC082808-1IGXES Denied

March 27, 2009

Bonnie Johnson
Integra Telecom

Subject: Integra and affiliates ("Integra") Escalation PC082808-1IGXES Denied

This letter is Qwest's binding response to your March 20, 2009 escalation regarding PC082808-1IGXES. Qwest has reviewed the formal escalation and Qwest maintains its position that the denial was not inappropriate.

Integra and its affiliated entities ("Integra") escalated Qwest's March 13, 2009 denial of Integra's Change Request (CR) #PC082808-1IGXES, entitled "Design, Provision, **Test** (emphasis added) and Repair Unbundled Loops to the Requirements requested by CLEC, including NCI/SECNCI Code Industry Standards" [Integra's "Provision Loops Per Request CR"].

Qwest does not have an obligation to guarantee that every xDSL loop can carry HDSL, which is what CLECs seek in this Change Request. The FCC has ordered that ILECs provide loops that are "conditioned to transmit the digital signals needed to provide services such as ISDN, ADSL, HDSL, and DS1-level signals." First Report and Order, paragraph 380. The FCC did not in the First Report and Order, UNE Remand Order, TRO or TRRO require that ILECs provide xDSL loops that are able to transmit each of those types of digital signals. Thus, some but not all xDSL loops are able to transmit HDSL. Similarly, not every xDSL loop can transmit a DS1-level signal, even though some can. In its ICAs, Qwest does not promise any particular signal, such as HDSL or DS1-level signals, will be supported by every xDSL loop. Rather the ICAs, such as the Oregon ICA Attachment 3, Section 2.1, say that the loops can be used for a variety of services, but do not guarantee that any particular loop can be used for every service listed in that section of the ICA. Qwest has made available to CLECs several tools through IMA that may be helpful in determining the capability of a particular loop. One of these tools is the Raw Loop Data tool which depicts the composition of the loop e.g., gauge, length, etc.

As required per the CMP document, Qwest attempted to work collaboratively with the CLEC community by holding clarification calls, Ad Hoc meetings, and discussion in the monthly CMP meeting to review this Integra Change Request. The purpose of these meetings was to clarify all aspects of the CR and determine appropriate deliverables. After multiple attempts to move forward via CMP with a complete solution that includes cooperative testing, Integra specifically was not receptive. Qwest did not deviate from the CMP requirements.

In regard to Integra's claim that the Qwest is non-responsive and the written denial inadequate, Qwest believes the discussion in the CMP meetings and the related meeting minutes adequately covered the topics requested and answered the Integra questions. However, if the issue as brought forth by Integra was specific to ICA language, this is not appropriate to be responded to in a CMP forum.

Qwest disagrees with the claim of discrimination in how it assigns facilities for the Unbundled Loop services vs. its own Retail Services. Qwest does not discriminate in the provisioning process. If a CLEC requests a non-loaded loop, Qwest uses the same loop selection process as it

uses for its own retail product that require a non-loaded loop. The only difference is that Qwest imposes a loop length requirement on its own retail ADSL product for instance, when selecting the loop, but at CLEC request, Qwest does not impose the loop length requirement on a CLEC request for a non-loaded loop. By contrast, the design process for Qwest's DS1 service is quite different. It is a designed service for which the engineer designs the end-to-end service taking into consideration any added cable in the Central Office and at the Customer Premises as well as the type of equipment to be used. The assignment of the loop facility to the DS-1 service uses the same assignment process as that used for the CLECs. This product is more costly than a non-loaded loop or an ADSL capable loop. CLECs may get this same manual design process by ordering Qwest's unbundled DS1 Loop product, which has a longer interval, and costs more than the xDSL capable loop product. Thus, Qwest provides the CLEC customers with an equivalent product as it does for its own DS1 provisioning processes. This product is called DS-1 Loops. As the CLEC community would attest to, this Product has the same NC and NCI/SecNCI Codes that Qwest offers it retail customers. The CLEC community can verify the NC NCI combinations that are available at both Technical Publication 77384 "Interconnection Unbundled Loops" and Technical Publication 77374 "1.544 Mbit/s Channel Interfaces".

As part of the Qwest overall response to this CR, Qwest has proposed inclusion of Cooperative Testing as requested in the original CR. Qwest has engaged in discussions with the CLECs for several months on different aspects of Cooperative Testing. Absent agreement by the CLECs to participate in Cooperative Testing, the implementation of this CR becomes a financial liability to Qwest for the following reasons:

- Cost of equipping and training the technicians to perform additional testing. Qwest does not perform this function for its own retail DS-1 provisioning processes.
- Cost of repeat dispatches on Repair because of turn-up without testing. Without testing the end-to-end service provided on the loop as it does for its own retail DS-1 customers, Qwest can not guarantee that the loop would support any services.
- Increased headcount to perform additional work related to provisioning and dispatch.

Therefore, this CR continues to be denied on the basis that absent the obligation to provide an HDSL Capable Loop, and absent the CLEC community agreement to perform Cooperative Testing, the implementation of this product becomes a financial liability to Qwest and is economically not feasible.

Dildine Lybarger
Qwest Wholesale
Director Program/Project Mgmt

From: Nieb, Keith [mailto:Keith.Nieb@qwest.com]
Sent: Wednesday, April 01, 2009 12:07 PM
To: Clauson, Karen L.
Cc: Denney, Douglas K.; Johnson, Bonnie J.; Fisher, Steve; Butler, Daphne; Coffin, Kristi; Interconnection Agreements; Wigger, Dan J.; Kowalczyk, Jill; Olson, Joan M.; Salverda, Kathleen; Hartl, Deborah; Christensen, Larry; Stecklein, Lynn; 'charlesking@optonline.net'; 'nicolemartin@gmail.com'; Dea, Steve; Beck, Ken; 'cmpcr@qwest.com'; Urevig, Rita
Subject: Your letters of March 6, 2009, March 12, 2009, and March 20, 2009

Dear Ms. Clauson:

At the direction of Daphne Butler, please find attached a copy of Daphne's response to your above-referenced letters. We will be sending you a paper copy of the attachment via overnight mail.

Qwest.
Spirit of Service

Qwest
1801 California Street, 10th Floor
Denver, Colorado 80202
Phone 303 383-6653
Facsimile 303 896-1107

Daphne E. Butler
Corporate Counsel

April 1, 2009

VIA EMAIL AND OVERNIGHT MAIL

Karen L. Clauson
Vice President, Law & Policy
Integra Telecom, Inc.
6160 Golden Hills Drive
Golden Valley, MN 55416-1020

Re: Your letters of March 6, 2009, March 12, 2009, and March 20, 2009

Dear Ms. Clauson:

Integra's letter of March 6, 2009 encloses an excerpt of a communication with Liberty Consulting Group related to PIDs, and Integra's request that a PID "should be developed to help ensure appropriate and nondiscriminatory assignment of facilities for the products ordered by CLECs." You also intended the March 6, 2009 letter as a request under Section 2.6 of the Change Management Process Document that Qwest distribute to the CMP Body the March 6, 2009 letter and its enclosed excerpt from Integra's Liberty Consulting Group communication. In that excerpt Integra accuses Qwest of engaging in discriminatory facilities assignment. As explained in your letter of March 12, 2009, you also intended the March 6 letter to provide notice to Qwest of Integra's accusation that Qwest is not complying with the Telecommunications Act of 1996 and obligations in certain Qwest-Integra interconnection agreements ("ICAs") with respect to facilities assignment.

As you know, Liberty Consulting Group is not the PID Administration Group, as contemplated by Section 2.6 of the CMP Document. Moreover, there is no PID Administration Group that considers requests for new PIDs. Your March 6 letter reveals an outdated provision in the CMP Document. The process that Integra should have used is the PID/PAP - Request to Modify process found on the Qwest wholesale website at the following link: http://www.qwest.com/wholesale/clecs/reqmodpid.html. The process

includes notifications to CLECs. Please work with your service manager to submit the form and follow the process flow established in the process. We will work with the CLEC community to update our CMP documentation so that it reflects the current forum for considering PID/PAP modifications. The current language is outdated and reflects the original thought we had about having a long term PID administration group. Because the Request to Modify process includes notification to CLECs, and because your March 6 letter and excerpted communication with Liberty Consulting Group is not a communication with the PID Administration Group, Qwest will not distribute the March 6 letter and excerpt to the CMP Body.

You also allege that Qwest is engaging in discriminatory facilities assignment in violation of the Act and its ICAs. Specifically, in your email of March 11, and letter of March 12, you allege violation of sections (E)1.4 and (E)3.1 of the Electric Lightwave, Inc. ("ELI") Arizona ICA; sections 8.2.4.3.1 and 8.2.4.13 of the Integra ICAs in Arizona, Colorado, Idaho, Iowa, New Mexico, and Utah; sections 9.1.2, 9.1.9, 9.2.2.1.1, 9.2.2.1.2, 9.2.2.3, and 12.1.6 of the Eschelon ICAs in Minnesota, Oregon, Utah and Washington; and Attachment 3, section 2.1 of the Integra Oregon ICA. You also listed some agreements that have not yet been approved. These allegations of discriminatory facilities assignment are also incorrect. Qwest is in compliance with the Act and its ICAs. Specifically, you claim that Qwest is not properly provisioning or repairing unbundled loops capable of providing high-bit rate digital subscriber line services ("HDSL"). In section 9.2.1.3 of the Qwest-Eschelon Minnesota ICA, Qwest and Eschelon agree that "DS1 Loops include, but are not limited to, two-wire and four-wire copper Loops capable of providing [HDSL], including T1 services." Section 9.2.1.3 of the Qwest-Eschelon Oregon ICA contains the same provision. Despite this agreement that a DS1 Loop includes a two-wire or four-wire loop capable of providing HDSL, Integra now claims that the ICA allows Eschelon to order an xDSL loop and have Qwest assure that the xDSL loop will meet the technical standards for placing HDSL on the facility. Integra complains that it should not have to order a DS1 Loop in order to get a facility that is assured of being able to transmit an HDSL signal.

Qwest disagrees with the claim of discrimination in how it assigns facilities for the Unbundled Loop services vs. its own Retail Services. Qwest does not discriminate in the provisioning process. If a CLEC requests a non-loaded loop, Qwest uses the same loop selection process as it uses for its own retail product that requires a non-loaded loop. The only difference is that Qwest imposes a loop length requirement on its own retail product, when selecting the loop, but at CLEC request Qwest does not impose the loop length requirement on a CLEC request for a non-loaded loop. By contrast, the design process for Qwest's DS1 service is quite different. It is a designed service for which the engineer designs the end-to-end service taking into consideration any added cable in the Central Office and at the Customer Premises as well as the type of equipment to be used. The assignment of the loop facility to Qwest's retail DS-1 service, including service using the HDSL protocol, is via the same assignment process as that used for the CLECs with unbundled DS1 Loops. This product is more costly than a non-loaded loop or an ADSL capable loop. CLECs may get this same design process by ordering Qwest's

unbundled DS1 Loop product, which has a longer interval, and costs more than the xDSL capable loop product. Thus, Qwest provides the CLEC customers ordering unbundled DS-1 Loops with an equivalent product as it does for Qwest's own DS1 provisioning processes. As the CLEC community would attest to, this Product has the same NC and NCI/SecNCI Codes that Qwest offers it retail customers. The CLEC community can verify the NC NCI combinations that are available at both Technical Publication 77384 "Interconnection Unbundled Loops" and Technical Publication 77374 "1.544 Mbit/s Channel Interfaces".

Qwest does not have an obligation to guarantee that every xDSL loop can carry HDSL, which is what Integra seeks. The FCC has ordered that ILECs provide loops that are "conditioned to transmit the digital signals needed to provide services such as ISDN, ADSL, HDSL, and DS1-level signals." First Report and Order, paragraph 380. The FCC did not in the First Report and Order, UNE Remand Order, TRO or TRRO require that ILECs provide xDSL loops that are able to transmit each of those types of digital signals. Thus, some but not all xDSL loops are able to transmit HDSL. Similarly, not every xDSL loop can transmit a DS1-level signal, even though some can. In its ICAs, Qwest does not promise any particular signal, such as HDSL or DS1-level signals, will be supported by every xDSL loop. Rather the ICAs, such as the Oregon ICA Attachment 3, Section 2.1, say that the loops can be used for a variety of services, but do not guarantee that any particular loop can be used for every service listed in that section of the ICA. Similarly, section (E)3.2.11 of the ELI Arizona ICA states that Qwest "does not warrant that Unbundled Loops are compatible with any specific facilities or equipment or can be used for any particular purpose or service." Sections 8.2.4.2 and 8.2.4.3 of the Integra Arizona ICA contains similar language. Qwest has made available to CLECs several tools through IMA that may be helpful in determining the capability of a particular loop.

Similarly, turning to the maintenance issue, once an xDSL loop has been provisioned, if Integra has been able to put HDSL on the loop, Qwest has no obligation to repair it to the standard that HDSL will continue to work. Section (E)3.2.11 of the ELI Arizona ICA says that Qwest's modernization efforts may "result in minor changes in transmission parameters." By contrast, if Integra has ordered, and Qwest has provisioned, a DS1 Loop, then Qwest does have an obligation to repair it to the standard that HDSL will continue to work.

Sincerely,

Daphne E. Butler

From: Clauson, Karen L.
Sent: Wednesday, April 01, 2009 12:32 PM
To: 'Nieb, Keith'; Denney, Douglas K.; Johnson, Bonnie J.; Fisher, Steve; Butler, Daphne; Coffin, Kristi; Interconnection Agreements; Wigger, Dan J.; Kowalczyk, Jill; Olson, Joan M.; Salverda, Kathleen; Hartl, Deborah; Christensen, Larry; Stecklein, Lynn; 'charlesking@optonline.net'; 'nicolemartin@gmail.com'; Dea, Steve; Beck, Ken; 'cmpcr@qwest.com'; Urevig, Rita
Cc: Topp, Jason; Devaney, John (Perkins Coie)
Subject: RE: Your letters of March 6, 2009, March 12, 2009, and March 20, 2009

Qwest:
As you know, we disagree. As you also know, our response to Qwest's denial of our escalation in CMP is due on Friday. We will provide a written response to you via the ICA notice provisions after we have provided our response in CMP. As I will be traveling on business next week, it may be the week after.

In the meantime, please review the enclosed letter with your attorneys, including the Qwest attorneys involved in the Qwest-Eschelon ICA arbitrations (and specifically Issue 9-33, Network Maintenance and Modernization regarding ICA Section 9.1.9). Although you single out an ELI contract (and know that we disagree as to Qwest's reading of the word "minor"), you do not address the arbitrated Eschelon ICA language, though those contracts were clearly cited by us as ICAs containing provisions which Qwest is breaching. The policy expressed in Qwest's last paragraph, in addition to violating the ICA, also appears to us to violate those Commission orders. If Qwest would like to re-consider its position, please send a revised letter explaining Qwest's position in light of the rulings on Issue 9-33. If not, we will further address this issue, along with the others, in our written response via the ICA notice provisions (including, as before, the Qwest-Eschelon arbitrated ICAs).

Karen

From: Johnson, Bonnie J.
Sent: Friday, April 03, 2009 1:54 PM
To: 'Cmp, Escalation'; 'brenda_bloemke@cable.comcast.com'; 'Cox, Rod'; 'jim.hickle@velocitytelephone.com'; 'julia.redman-carter@paetec.com'; 'allendm@att.com'; 'mmulkey@jagcom.net'; 'shelly.pedersen@twtelecom.com'
Cc: Isaacs, Kimberly D.; Lybarger, Dildine; Coyne, Mark; 'cmpesc@qwest.com'; Johnson, Bonnie J.
Subject: RE: Qwest Binding Response to Integra and affiliates ("Integra") Escalation PC082808-1IGX Denied

I am attaching Integra's position statement.

Bonnie J. Johnson | Director Carrier Relations
| direct 763.745.8464 | fax 763.745.8459 |
6160 Golden Hills Drive
Golden Valley, MN 55416-1020
bjjohnson@integratelecom.com

Escalation #45 Re. CR # PC082808-1IGXES – Position of Integra and its Affiliates

To: Qwest CMP
From: Integra and its Affiliates
Date: April 3, 2009
Subject: Position Statement, CR #PC082808-1IGXES

Integra and its affiliated entities ("Integra") provide this response in reply to Qwest's March 27, 2009 Binding Response in which Qwest denies Integra's CMP Escalation (Escalation #45) regarding Change Request (CR) PC082808-1IGXES, entitled "Design, Provision, Test and Repair Unbundled Loops to the Requirements requested by CLEC, including NCI/SECNCI Code Industry Standards" [Integra's "Provision Loops Per Request CR"]. CLECs joining the escalation include Comcast, TDS Metrocom, Velocity Telephone, McLeodUSA Telecommunications Services, Inc. (d/b/a) PAETEC Business Services, AT&T, Jaguar Communications, and tw telecom inc. ("Joining CLECs"). Given that Qwest leaves much of the escalation unanswered (as discussed below), Integra incorporates by reference into this Position Statement its Escalation #45, as well as Escalation #44 relating to its CR PC020409-1EX ("Integra's Facilities Assignment USOC CR").

Cooperative Testing Myth

Qwest has tied any resolution of the issues (including repairs months or even years after installation) to its insistence on cooperative testing for every single xDSL capable loop installation (even when CLECs have a contractual right to basic installations at Commission-approved rates). Any suggestion that CLECs, and Integra "specifically," will not work and test cooperatively with Qwest because they disagree with Qwest's position is a myth. Integra has made it clear that it is fully willing to participate in joint testing when joint testing is actually needed (as opposed to 100% of installations). Of course Integra disagrees with Qwest's unyielding position that CLECs must conduct unnecessary testing and work in an inefficient manner. (See "Ongoing Economic Consequences to CLECs," Escalation #45, pp. 17-20.)

Qwest incorrectly claims that cooperative testing was "requested in the original CR." (Qwest Binding Response, ¶7) and apparently relies upon the word "test" in the CR's title as its basis for this erroneous claim (*id*. ¶2, placing the word "test" in bold and indicating emphasis was added). The title not only cannot in fairness be read in that manner [see, *e.g*., use of "test" in 47 CFR §51.319(a)(1)(iii)(C)], but also Integra has expressly explained to Qwest on several occasions that Integra did not, and is not, requesting new or cooperative testing. (See, *e.g*., Integra's February 4, 2009 CMP comments as to this CR, pp. 1-2.) The fact that Qwest continues to represent that Integra requested cooperative testing when it knows otherwise does not further resolution of the issues. As Integra has repeatedly explained, as to installations, Integra will hook up and then conduct its own testing, just as Qwest said it hooks up and tests for itself. (See Escalation #45, p. 17.) As to repairs (whether immediately after installation or later), Integra is not requesting additional testing; it is only requesting that if testing is needed it be performed

per the appropriate performance parameters for that loop type consistent with industry standards (including those relating to NCI codes).

NCI Codes

Whereas the "N" in the NC code LX-N indicates for example that the loop is non-loaded, the NCI code specifies which type of xDSL service the non-loaded loop needs to be capable of carrying. The Telcordia Common Language NC/NCI Dictionary provides the NCI codes to the industry, such as 02QB9.00A for ADSL, 02QB9.00H for HDSL, 02QB9.00E for HDSL2, etc. To the extent that Qwest has not implemented these codes, it needs to do so.

There is a separate chart of NC/NCI codes in the Dictionary for DS1 Capable Loops (*e.g.*, NC HC and NCI 04QB9.11 04DU9.BN). Qwest asserts in its Binding Response that the NC/NCI codes for DS1 Capable Loops are the same for CLEC and Qwest retail orders. That just means that, if a CLEC desires a DS1 Capable Loop, it should use the correct NC/NCI codes and Qwest will comply with those codes. (See Escalation #45, p. 12.) It does not address why Qwest has implemented NCI codes for DS1 capable loops but not, for example, HDSL2 (another product long available to CLECs under ICAs and SGATs). Qwest relies upon its technical publication 77384, which provides on page 1-1 that an HDSL compatible loop conforms to the industry standard ANSI T1E1, Technical Report Number 28. (See Escalation #45, p. 4.) Its technical publication does not state, as suggested by Qwest's argument, that Qwest only needs to comply with ANSI standards for HDSL compatible loop if it complies with them for its retail customers.

Qwest's obligation to comply with industry standards is a separate obligation, in addition to its obligation not to discriminate. For example, the Qwest-Eschelon ICAs in Minnesota, Oregon, Utah, and Washington, and the Qwest-Integra ICA in Minnesota specifically state in Section 12.4.3.5: "Qwest Maintenance and Repair ***and routine test parameters and levels*** will be in compliance with Qwest's Technical Publications, ***which will be consistent with Telcordia's General Requirement Standards*** for Network Elements, Operations, Administration, Maintenance and Reliability ***and/or*** the applicable ***ANSI standard***." (See Escalation #45, pp. 4, 7 & 11.) Consistent with the position taken by Qwest in its Binding Response that ICA issues are not appropriate for CMP, Integra and Eschelon have previously raised the ICA provisions with Qwest's legal and ICA teams (as well as Qwest's service management team and executives). Those teams at Qwest, however, have also failed to respond to this specifically identified ICA provision. Integra will raise the ICA provisions with those Qwest teams once again. Irrespective of any ICA language, Qwest has not explained its position that Qwest need not comply with industry standards for NCI codes, even though its own documentation (quoted below) recognizes their significant function.

Any inefficiencies or need for additional repairs (and associated dispatch or headcount) is caused by Qwest's flawed policies, processes, and products that Qwest has chosen to design in a manner that ignore industry standards regarding NCI codes. By using NCI codes appropriately and fixing Qwest's facility assignment system, unnecessary repairs,

which are caused by Qwest, would be minimized or eliminated. (See, *e.g.*, Escalation #45, pp. 19-20.) Qwest needs to modify its documentation, policies, processes, and products to bring them into compliance with industry standards and the law. Qwest's non-compliance with industry standards is particularly problematic given that Qwest's own documentation, while internally inconsistent, at least recognizes that there are industry standards for both NC and NCI codes and sometimes acknowledges the purpose of those standards. For example, Qwest's documentation states:

> "NC/NCI (Network Channel/Network Channel Interface Codes ***are used to determine the specifications of the facility*** you are ***ordering***. ***Each unique combination*** ***sends a different set of instructions to Qwest technicians***." (See Qwest Unbundled Loop PCAT, under the heading "Facility Specification" (emphasis added) at http://www.qwest.com/wholesale/pcat/unloop.html)
>
> "This unbundled offering is a metallic, wire cable pair with no Load Coils, and some limited length of Bridged Taps, ***depending on the Network Channel/Network Channel Interface (NC/NCI™) codes specified by you***." (See Qwest 2-Wire or 4-Wire Non-Loaded Unbundled Loop PCAT, under the heading "Product Description" (emphasis added) at http://www.qwest.com/wholesale/pcat/unloop24wirenonload.html)
>
> "Some services may require Qwest to condition facilities, i.e. Load Coils and Interfering Bridged Tap Removal, in order to provision the type of service you requested. (Interfering Bridged Tap is any amount of Bridged Tap that would cause loss at the end-user location to exceed the amount of loss allowable ***by the ANSI Standards***). . . . Qwest will remove Load Coils and/or interfering Bridged Tap for ***2-Wire*** and 4-Wire ***Non-Loaded Loops***, ADSL Compatible Loops, ISDN BRI Capable Loops and xDSL-I Capable Loops. Interfering Bridged Tap that doesn't interfere with the services ***specified in the NC/NCI code combination*** will not be removed." Qwest document available by download via a link on Qwest Unbundled Loop PCAT, under the heading "Unbundled Local Loop Conditioning" (emphasis added) at http://www.qwest.com/wholesale/downloads/2005/050314/UnbundledLocalLoop-Line_Conditioning_3-14-05.doc
>
> See also discussion of Qwest technical publication, Escalation #45, pp. 12-13.

Therefore, it is not as though Qwest was unaware of these industry standards or the intended purpose of the industry NCI codes. CLECs should not suffer the consequences of Qwest's choice to ignore those codes when developing its products and processes or costs, if any, to correct the problems resulting from that choice.

Introduction to Next Sections

Regarding the process that CLECs use today to obtain xDSL capable loops (per which Integra, *e.g.*, already places the NC/NCI codes on orders, to the extent Qwest recognizes

the industry codes), there are two primary flaws in Qwest's processes that Qwest needs to address, neither of which requires cooperative testing for every installation to resolve: (1) Qwest policy of restricting testing to voice transmission levels and conducting repairs without regard to the industry NCI codes; and (2) facilities assignment without regard to industry NCI codes. A simple request to receive the product ordered does not equate to an unreasonable request for an impossible guarantee, as Qwest claims. Qwest's Binding Response is particularly non-responsive regarding significant aspects of these issues raised by Integra in its escalation.

Qwest Policy of Restricting Testing to Voice Transmission Levels and Conducting Repairs Without Regard to Industry NCI Codes

Integra continues to ask that Qwest modify its policy and train its personnel so that, when Qwest's existing/normal maintenance and repair procedures are used, Qwest does not restrict repair activity that requires testing if any (immediately after installation or later) to testing at voice analog transmission levels. Instead, Qwest will use the appropriate testing parameters for that loop type (consistent with its obligation to comply with industry standards). Because CLECs may (and Integra already does) indicate the type of loop (*e.g.*, HDSL2) in the existing remarks field when submitting a trouble report, Qwest repair personnel have that information available to them at the time of the repair (even if Qwest has not implemented, and until Qwest implements, appropriate use of industry NCI codes). When working service is disrupted after a Qwest maintenance event, for example, Qwest will restore the service so it once again works at an acceptable level within industry standards for that loop type (consistent with industry NC and NCI codes).

Section 47 CFR §51.319(a)(1)(iii)(C) provides (with emphasis added): "Insofar as it is technically feasible, the incumbent LEC shall ***test and report troubles*** for all the features, functions and capabilities of conditioned copper lines, and ***may not restrict its testing to voice transmission only***." (See Escalation #45, pp. 3, 4, 6, 10, 18, & 20.)

A policy change (with associated direction to and training of Qwest personnel) is required, as Qwest admits that its current policy is not to restore service:

> "[T]urning to the maintenance issue, once an xDSL loop has been provisioned, if Integra has been able to put HDSL on the loop, Qwest has no obligation to repair it to the standard that HDSL will continue to work." See Qwest Corporate Counsel April 1, 2009 letter to Integra.
>
> "Qwest disagrees with the claim that it has an obligation to provide an HDSL Capable Loop." See Qwest March 13, 2009 Denial of Integra's CMP Escalation re. CR PC020409-1EX; see also Qwest March 27, 2009 Denial (Binding Response) of escalation of this CR, p. 2 ("absent the obligation to provide an HDSL Capable Loop").

Qwest Facilities Assignment for CLECs Without Regard to Industry NCI Codes

When CLECs order xDSL capable loops, Qwest does not assign the best (most qualified) loop for the type of loop ordered. In fact, Qwest previously directed Integra to order an ADSL loop when Integra desires working HDSL2 service (see Escalation #45, p.5), even though Qwest has since admitted that its earlier direction would create spectrum management issues (see 3/26/09 loop qualification ad hoc call minutes). Qwest is obligated by industry standards and in many cases by contract to comply with both the NC and NCI codes, but Qwest admits it does not comply with the NCI codes (see below). The solution to this problem does not require any additional testing at installation. As Qwest admits, for Qwest's retail DS1 service (which Qwest has admitted may be delivered using HDSL2 technology, see RVP email), Qwest assigns the "best loop" (Qwest Binding Response, Escalation #44, ¶5, p. 1), even though "Qwest does not perform this function [additional testing] for its own retail DS-1 provisioning processes" (both Qwest Binding Responses, ¶7, p. 2, first bullet point). This shows it is technically feasible to assign the most qualified loop without additional testing at installation in every case. Further evidence of this is found in Qwest's retail ordering process documentation in Qwest's Resale Product Database (RPD), which states, about T-1 level service delivered using HDSL2 technology:

> The "PTW FID [Field Identifier] is an internal process that is used to provision a 4-wire loop facility as 2-wire using HDSL2 technology. This is transparent to the customer base because the facility is handed off as a 4-wire interface at the customer premises. In an effort to ensure all DSS facility orders carry the PTW FID, it will be added to the T-1 based products service orders via the MAGIC system (OR or WA only). For all other states, the process is manual." (See Escalation #45, p. 16. Qwest failed to address this point in its Binding Response.)

Qwest points out that the other product (DS1 capable loop) is more expensive, apparently suggesting that, to get more, you have to pay more. But, for DS1 capable loops, Qwest provides equipment that, with xDSL capable loops, CLECs provide. (See Escalation #45, p. 13.) Qwest is the party that sought each of the rates for each of the installation options, during a time period when xDSL capable loops were also available to CLECs per the law, many ICAs, and industry standards. Via Qwest's own pricing proposal, the installation options (including basic) apply to xDSL capable loops. State commissions have approved basic installation rates applicable to all types of xDSL capable loops. Integra disagrees that Qwest incurs additional costs. With xDSL, Integra not only provides the equipment at both ends, but also Integra then performs the testing that Qwest performs for itself when it provides the equipment. If Qwest is claiming it made a pricing error, however, its remedy is not to deny service to which CLECs are entitled but to seek cost relief from the state commissions.

Qwest's statement also demonstrates the usefulness of the NCI codes, which Qwest complies with for retail DS1 service (Qwest Binding Response, ¶6, p. 2) but does not comply with for xDSL capable loops (see below). Although Qwest refers to only its retail DS1 service (and presumably DS1 capable loops) as a "DS1 service" (*id.*), which is

also sometimes referred to as "T1" service, HDSL/HDSL2 capable loops also must be capable of carrying DS1 or T1 level services. (See, *e.g.*, Qwest-Integra & Eschelon Minnesota ICAs, §4.0, HDSL2.) Qwest admits, however, that it has built its Qwest documentation for unbundled 2 wire non-loaded loops so there is not even any expectation that it will meet these digital levels:

> "According to Qwest documentation, the Unbundled 2 Wire Non-Loaded service is not expected to meet T1 or HDSL2 transmission parameters." See Qwest's Regional Vice President (RVP) June 5, 2008 email to Integra.

In CMP, Qwest said that implementing a Universal Service Ordering Code (USOC) (*i.e.*, a non-testing solution) would improve its facilities assignment process for HDSL but has since refused to take this step toward correcting its facilities assignment process. If Qwest's statements in CMP were valid, implementing the USOC for HDSL now would not only improve its process but also provide additional information, experience, and learning that could then be applied when addressing the issues as to other products. Given that Qwest had said during the January 21, 2009 monthly CMP call that it could complete the USOC implementation by mid-April of 2009, it would be a relatively minimal effort on Qwest's part to implement the USOC to demonstrate that Qwest is willing to work with CLECs to attempt to start addressing these serious operational issues. Nonetheless, Qwest has refused to proceed with that step. This is true, even though Qwest admits it does not comply with the NCI codes, and that its failure to use the NCI codes is a cause of problems described by Integra:

> "[I]f Qwest rearranges facilities in the field, we will maintain the class of service that was ordered and maintained in Qwest inventory records, i.e. LX-N 2 Wire Non-Loaded Loop.[*] This might explain why Integra may have had a particular circuit working as an 'HDSL2' circuit in the past that no longer works today, and Qwest is testing the circuit as 'good to the demark' at 1000 HZ." See Qwest's RVP June 5, 2008 email to Integra.
>
> > *As indicated above and in Escalation #45, p. 12, whereas the "N" in the NC code LX-N indicates for example that the loop is non-loaded, the NCI code specifies which type of xDSL service the non-loaded loop needs to be capable of carrying. Therefore, this is an admission by Qwest that it does not provision or maintain the type of service ordered using the NCI code, though required by industry standards and many contracts to do so.
>
> Similarly, Qwest admits in its CMP Denial of the CR that, for "Unbundled Loop LX-N Network Channel (NC) codes," Qwest treats the NCI codes as "informational only." [This is inconsistent with its own technical publication, as well as industry standards. See Escalation #45, pp. 12-13.]

A Simple Request to Receive the Product Ordered Does Not Equate to an Unreasonable Request for an Impossible Guarantee, as Qwest Claims

Integra is not seeking a guarantee that every xDSL capable loop can carry the specific xDSL loop type ordered by a CLEC (*e.g.*, HDSL), as Qwest alleges in both Binding Responses. (See Escalation #45, pp. 13 & 20.) First, CLECs perform loop pre-qualification to determine whether, according to Qwest's records, loops exist that should be capable of transmitting the applicable xDSL signal. Integra uses the loop qualification tools, so it has already done the work to know which qualified facilities are identified as available when Integra submits its request. (See Escalation #45, p. 14.) Second, if Qwest uses both the NC and NCI codes appropriately, the requested loop will ***not*** have to support every type of digital signal but only the one requested by the CLEC. In its Binding Response, ¶3, Qwest states that "some but not all xDSL loops are able to transmit HDSL." When a CLEC via the NC/NCI codes specifies HDSL, the NCI codes allow Qwest to sort out those xDSL loops and, of all the xDSL capable loops, assign one of the ones that is capable of transmitting HDSL.

In the extreme sense that Qwest is currently using the term "guarantee," Qwest does not "guarantee" that a voice-grade analog loop will work either. Rather, Qwest must provision the loop to the applicable standards. (If the loop then does not work even though it should, the loop is repaired or replaced.) Here, Integra is asking for the same thing (provisioning the products ordered to the applicable standards), and the products happen to be types of xDSL capable loops. Regarding facilities assignment, Integra is asking for a chance – the same chance Qwest provides to itself and its retail customers – to be assigned the best (most qualified) loop available for the type of facility ordered by CLEC.

This is different from Qwest's current practice, which Qwest claims uses the same loop selection process for one type of loop (retail ADSL – which Qwest has grandparented and said there is no certainty of it even being a feasible product, Escalation #45, pp. 14-15), regardless of the type of loop ordered (*e.g.*, HDSL), and which Qwest admits, in Binding Response #44, ¶5, is "quite different" from a process that "picks the best loop" (though the fact that Qwest can pick the best loop for another product establishes that it can be done). Also, although Qwest claims to use the retail ADSL digital product selection process for HDSL digital capable loops, Qwest's admission (see above) that it restricts testing of 2/4 wire non-loaded loops to analog (1004 Hz) levels indicates that the loop selection process for CLECs is inferior to the selection process for retail ADSL (even assuming it were appropriate to use an assignment process for one loop type for all other loops types, though the industry standards assign them each a unique NCI/NCI code combination). Regarding ADSL when a CLEC requests ADSL, Qwest must meet applicable industry standards and contractual obligations, regardless of what it said in its unilateral notices (to which Integra objected). That does not mean that Qwest can require use of ADSL when a CLEC requests HDSL.

The chance that the loop will work as intended and per applicable standards should not be reduced because a CLEC exercises it right to order an xDSL capable loop and use its own

equipment instead of a different digital product to which it is also entitled (DSL capable loop). The FCC found that CLECs are impaired without access to ***both*** "high-capacity lines" and "xDSL-capable loops." (TRO ¶¶ 23 & 642; see Escalation #45, pp. 8-9.) Qwest cannot make an unreliable ADSL product or DS1 capable loops the only vehicles for obtaining T1 or HDSL2 transmission parameters. The Qwest RVP June 2008 email (see above and Escalation #45, p. 5) and Qwest's Binding Response at ¶ 6, however, confirm that this is precisely how Qwest has chosen to design its products and processes. Therefore, Qwest needs to modify those products and processes.

As illustrated by the example in Escalation #45 in which a pizza with no onions was requested by a customer with an onion allergy but a pizza with onions was delivered, it is a completely unsatisfactory result for Qwest to provide a response that is the equivalent of saying, "hey, we delivered a pizza." The customer did not receive the product ordered and, as a result, the customer is harmed.

Qwest Non-Responsiveness Generally

In its Binding Response, Qwest once again fails to respond to specific points raised by Integra. On page 3 of Escalation #45, Integra said: "In the discussions and written materials related to Integra's Change Request, Integra provided detailed information, including citations to the law, Statements of Generally Available Terms ("SGATs"), and ICAs, to Qwest. Qwest's brief Response is particularly non-responsive and inadequate. It becomes clear, upon reading it, that Qwest does not reply to a single one of these citations (and provides none of its own) because Qwest has no legitimate basis for its position." Qwest's Binding Response confirms that Qwest has no legitimate basis for its position.

In Escalation #45 on March 20, 2009, Integra addressed points raised by Qwest in its March 13, 2009 Denial of Escalation #44 relating to CR PC020409-1EX ("Integra's Facilities Assignment USOC CR"). Although Integra took the time and resources to specifically address in its escalation each point in an attempt to clarify and resolve these issues, Qwest ignores the detailed information provided by Integra. Instead, Qwest simply repeats the same information (often word-for-word) on March 27, 2009, as if Integra had not already replied to each of those points on March 20th, as follows:

Qwest 3/27/09 Denial Escalation #45	**Qwest 3/13/09 Denial Escalation #44**
¶3, p. 1	¶6, p. 2 (word-for-word)
¶4, p. 1	¶7,p. 2 (similar portions re. complete/ partial solution & CMP discussions)
¶6, p. 2, first sentence only	¶4, p. 1 (word-for-word)
¶6, p. 2, remainder of paragraph	¶5, pp. 1-2 (virtually word-for-word)
¶7, p. 2 including bullet points	¶7, p. 2 (word-for-word, except first sentence)
¶8, p. 2	¶8, p. 2 (virtually word-for-word)

The problem this creates, in terms of resolving these issues (as well as Qwest's CMP obligation to provide a response), is that Qwest's Binding Response completely fails to address Integra's March 20, 2009 bases for escalation of these issues. This negates Qwest's claim that it is attempting to "move forward via CMP."

Qwest Non-Responsiveness to Citations to SGATs, ICAs, and Law, and Qwest Position Regarding the Scope of CMP

Integra said, in its Escalation #45, p. 3: "Because Qwest's Response hinges on whether it has any 'obligation' in this regard, a discussion of Qwest's legal and contractual obligations is unavoidable in this Escalation. Although Qwest said in the March 18, 2009 CMP meeting that it did not respond regarding 47 CFR §51.319(a)(1)(iii)(C) because that is 'legal,' the argument Qwest is making about its alleged lack of any legal or contractual obligation is a legal argument. Omitting citations and not responding to them does not make the argument non-legal; it only makes it unsupported. It is important to note that Integra raised these issues in other contexts with Qwest, and Qwest insisted upon using CMP. As CMP is Qwest's choice of forum, Qwest needs to fully respond in CMP."

Integra went on to provide detailed citations to SGATs, ICA, the law, and even Qwest's own template ICA negotiations proposal. (See "Qwest's Obligation to Provide xDSL Capable Loops is Clear and Long-Standing," Escalation #45, pp. 7-11.) Despite Qwest sending Integra to CMP for resolution and despite Qwest's own reliance on a legal position for its approach, Qwest does not discuss each (or virtually any) of these citations in its Binding Response.

In its Binding Response, ¶5, Qwest said "if the issue as brought forth by Integra was specific to ICA language, this is not appropriate to be responded to in a CMP forum." Integra is pleased that Qwest has come around to this view, though disappointed that Qwest did not reach this conclusion earlier to avoid the delay caused by Qwest insisting on use of CMP for these very issues. Integra has brought its issues to Qwest's legal and ICA teams and expects them to honor Qwest's stated position in its Binding Response. Integra awaits a response from Qwest that discusses the provisions cited by Integra.

In its Binding Response, ¶5, Qwest also states: "Qwest did not deviate from CMP requirements." To the contrary, the CMP Document specifically provides that the ICAs control over CMP. (Escalation #45, pp. 6-7.) This provision was placed in the CMP Document specifically to ensure that Qwest did not try to impact CLEC ICAs in a forum primarily used by operational personnel. (See, *e.g.*, Transcript of 271 CMP Workshop Number 6, Colorado Public Utilities Commission Docket Number 97I-198T (Aug. 22, 2001), pp. 291-292.) In the case of this CR, however, Qwest has admitted it is specifically proposing to impact ICAs and therefore its CMP proposal to operational personnel will require amendment of CLEC ICAs. The January 21, 2009 CMP meeting minutes, for example, state that Qwest said "joint cooperative testing is a critical component for the success of this effort. Bob [Qwest] said between now and April we will make the necessary changes to the . . . Contract language." Qwest's approach, for example, would require removal from ICAs of the basic installation option at

Commission-approved rates for xDSL capable loops over Integra's objections. In Arizona docket number T-03406A-06-0257, T-01051B-06-0257 (ACC Decision No. 70557, p. 26), the Commission said: "Qwest is hereby put on notice that in the future, the Commission could fine Qwest for using CMP to change Commission approved rates." That, however, is one of the inevitable effects of Qwest's approach. In addition to being inconsistent with the Arizona Commission's decision, it is also inconsistent with Qwest's admitted position that rates and the application of rates are outside the scope of CMP.

Qwest Non-Responsiveness and Network Maintenance and Modernization

Qwest's tying of cooperative testing to moving forward at all with this CR ignores the significant aspects of the CR dealing with repairs following Qwest network maintenance and modernization activities. (See, e.g., the May 2008 repair example in the CR; see also "Repairs, Including Repairs Following Qwest Maintenance and Modernization Activities" in Integra's February 4, 2009 written comments.) In these situations, existing customers are already on the service and it has been working as intended for digital purposes for months or even years. Therefore, the issue of which installation option (*e.g.*, basic or cooperative testing) was used back when the circuit was delivered is irrelevant for these customers. If Qwest modifies its network and impacts these customers, Qwest must restore their service to acceptable levels to be compliant with industry standards for the type of loop requested. [See also 47 CFR §51.319(a)(1)(iii)(C), quoted above.]

The network maintenance and modernization issue was arbitrated successfully by Eschelon as part of Issue 9-33 in the Qwest-Eschelon Section 252 ICA arbitrations. (For docket numbers and the Minnesota Eschelon ICA language, see Escalation #45, p. 9.) Other CLECs have the same language in Section 9.1.9 of their ICAs. (See, *e.g.*, in Minnesota, Section 9.1.9 of the ICAs of Integra, NorthStar Access, Otter Tail Telecom, Popp.com, 702 Communications and US Link/dba TDS Metrocom.) The Qwest-Eschelon Minnesota ICA went into effect, for example, on March 12, 2008 – more than a year ago – giving Qwest ample time to implement this ICA provision for CLECs with such language in their ICAs. Though Qwest Corporate Counsel confirmed Qwest's contrary position as to all CLECs, Integra has asked that the Qwest's attorneys, including the Qwest attorneys representing Qwest in those arbitrations, take another look at Qwest's position.

Qwest Non-Responsiveness and Loop Qualification

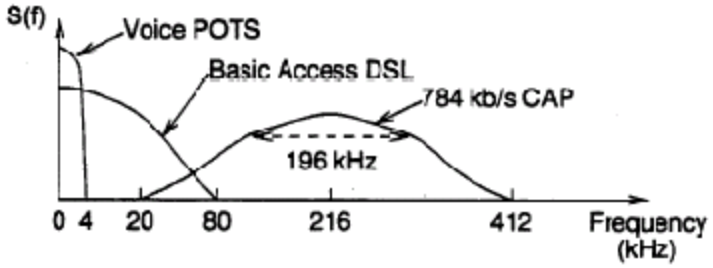
On March 27th Qwest repeated word-for-word its previous March 13th position regarding its Raw Loop Data tool "which depicts the composition of the loop e.g., gauge, length, etc.)," even though on March 20, 2009 Integra expressly addressed Qwest's position on loop qualification. In the section of its Escalation #45 entitled "Loop Qualification Vis-à-Vis Facilities Assignment" (see page 14), Integra explained why Qwest's point is inapplicable and the loop qualification tools do not satisfy the business need. Qwest's Binding Response leaves these reasons untouched. Qwest appears to accept the accuracy of this section of Integra's Escalation #45, as Qwest made no attempt to dispute it.

Qwest Non-Responsiveness and Industry Standards

Integra's Escalation #45 included sections entitled "Qwest Technical Publication Vis-à-Vis Industry Standards," including discussion of ANSI T1E1 (pp. 4-6), and "NCI Codes" (pp. 12-13). Is Qwest now claiming that industry standards and technical publications are inappropriate subjects for discussions in CMP? Qwest did not discuss these sections in its Binding Response, though Qwest is required to respond to Integra's escalation.

In Qwest's March 13, 2009 Denial of Integra's Provision Loops Per Request CR, Qwest relied heavily on technical standards. In that Denial, Qwest said that it has an obligation "to provide a Non Loaded Loop to the broader standards listed in Technical Publication 77384." Integra addressed Qwest technical publication 77384, as well as industry standards referenced in the technical publication, in its Escalation #45. In its Binding Response, Qwest does not dispute a single fact presented by Integra as to the meaning of the Qwest technical publication or the content and meaning of those industry standards. Qwest appears to accept the accuracy of this section of Integra's Escalation #45, as Qwest made no attempt to dispute it.

Qwest's Technical Publication 77384 (upon which Qwest relies in its March 13, 2009 Denial) provides on page 1-1 that an HDSL compatible loop conforms to the industry standard ANSI T1E1, Technical Report Number 28. That ANSI report states (with emphasis added) on page 1 that "this document is aimed only at high-bit-rate digital subscriber line (HDSL) systems that transport bi-directional ***digital*** signals at the nominal rate of ***1.544Mb/s***," and, in Section 2.1 on page 2, that a nominal rate of 1.544Mb/s is "***called Digital Signal 1 (DS1)***." Regarding routine test parameters and levels, see the following chart, from Figure 6 on p. 37 (PDF p. 44) of ***ANSI*** T1E1, Technical Report Number 28 (cited in Qwest's technical publication):



(c) POTS Voice, ISDN DSL & CAP HDSL Spectra

(Amplitudes are not to scale. Shapes are approximations only.)

The ***ANSI*** Standard T1.418 Performance Testing Section states (on p. 86): "This section specifies performance tests for HDSL2 equipment. These out-of-service tests verify the performance of HDSL2 in impaired environments." It proceeds to discuss measuring the insertion loss. On page 89, it indicates that insertion loss should be measured from a 20 kHz to 500 kHz range, which includes a measure at 196 kHz. Note the frequency line on

the above Figure that goes from 20 kHz to 412 kHz and the reference above that line to "196 kHz." ANSI Standard T1-417 (cited in Qwest technical publication 77384, p. 1-1), in footnote 9 on page 24, identifies ANSI T1.418 as the standard "for HDSL2 performance requirements."

Qwest's stated position that, if a "CLEC requests the LX-N 04QB9.00H 04DU9.00H NC/NCI code combination, Qwest will provision an Unbundled 4 Wire Non-Loaded Loop and ***will test the circuit at 1004 HZ"*** (see Qwest, RVP Ken Beck, June 5, 2008 email to Integra) is inconsistent with these industry standards and Qwest's own technical publication requiring Qwest to conform to the industry standard ANSI T1E1, Technical Report Number 28. In CMP, Qwest has not denied that the position stated in its RVP's email of June 2008 remains Qwest's current position, nor has Qwest indicated any willingness to change that position in light of the above ANSI standard information (as well as 47 CFR §51.319(a)(1)(iii)(C), which Qwest also fails to address in its Binding Response).

Regarding NCI codes, Qwest in its Binding Response fails to address Integra's discussion of the purpose of NCI codes found in Qwest's own technical publication, as well as the differences between DS1 capable loops (when Qwest provides the equipment on both ends) versus xDSL capable loops (when CLEC provides the equipment on both ends). See "NCI Codes" (Escalation #45, pp. 12-13). Qwest simply ignores these issues in its Binding Response.

Qwest Non-Responsiveness and Vendor Requirements

Qwest's Binding Response leaves the following information regarding vendor requirements and Qwest's own use of the vendor Adtran for HDSL untouched. Therefore, Qwest appears to accept the accuracy of the following section of Integra's Escalation #45 (p. 5), as Qwest made no attempt to dispute it:

> Because Qwest relies on the NC code but not the NCI code for CLEC orders, when a CLEC orders an HDSL2 loop using the NC/NCI code for HDSL2, the loop Qwest delivers may have no load coils (per the NC code) but, when tested at 196 kHz consistent with the above ANSI industry standard, it will not pass traffic at a rate of 1.544 Mbps (per the NCI code). Vendors, however, require use of the industry standard. One vendor – which Qwest itself uses for HDSL – is Adtran. Adtran's publicly available vendor documentation confirms that Adtran uses the 196 kHz test for HDSL: "The practice of using insertion loss (at 196 kHz) for loop qualification has continued throughout recent history for 2B1Q HDSL. Due to its ease of measurement, insertion loss is commonly used to characterize the loss of a loop and is usually taken at the Nyquist frequency (½ baud rate)." See http://www.adtran.com/adtranpx/Doc/0/K45854GQTRJ4D4FIH6AG6PN92D/61221HDSLL1-10C.pdf

Qwest Singling Out Integra

In its Binding Response, Qwest states: "After multiple attempts to move forward via CMP with a complete solution that includes cooperative testing, Integra specifically was not receptive." It is unfortunate that, in the absence of a basis for its position, Qwest has resorted to making such a remark. Qwest is reminded that it may not retaliate against any CLEC for exercising its rights. Qwest should welcome active, vocal, informed participation in developing business solutions, rather than attempt to deter it with comments such as this.

Qwest's singling out of Integra is inaccurate, as well as unfair. Seven CLECs have joined this escalation. In addition, the CMP minutes reflect comments by other CLECs expressing concerns of their own, as well as indicating agreement with Integra. No CLEC expressed agreement in CMP to Qwest's approach.

In contrast to Qwest's single unchanging approach, Integra has demonstrated flexibility in attempting to move forward with solutions to these issues. Integra has offered, for example, to use an interim manual solution using existing fields/processes for facilities assignment (placing loop type in remarks) (see Integra Feb. 4, 2009 CMP comments, pp. 5-6). Integra also pursued USOC implementation (either via a separate CR or this one) as another approach that, according to Qwest, would be a more automated solution (even though it would initially address only one loop type, as it would be a start and offer learning for other products). Integra has also made it clear that for installations it will hook up and test, just as Qwest said it hooks up and tests for itself. (See Escalation #45, p. 17.)

Instead of collaboratively developing a means of implementing the deliverables requested on August 28, 2009 in the CR (*e.g.*, "take into account NCI/SECNCI code standards, and not just the NC codes"), Qwest immediately announced its cooperative testing approach (in the first call after the Qwest evaluation stage, on Nov. 19, 2008); Qwest entrenched in that position even after CLECs pointed out numerous problems with the approach; and Qwest has been standing still with its take-it-or-leave-it cooperative testing position ever since. (See also "Qwest's Withholding of CLEC's Existing ICA Right to Compliance with NC/NCI Standards Unless CLECs Forgo Existing ICA Right to Basic Installation," Escalation #45, p. 16-17.) This is true even as to repair of existing service, in situations in which cooperative testing has no application, as discussed above.

Integra asks Qwest to re-consider its position. Per Qwest's suggestion, Integra will once again go back to Qwest's legal and ICA teams to attempt to obtain resolution. Integra continues to reserve all its rights with respect to these issues.

ARBITRATED AGREEMENT FOR TERMS AND CONDITIONS FOR INTERCONNECTION, UNBUNDLED NETWORK ELEMENTS, ANCILLARY SERVICES, AND RESALE OF TELECOMMUNICATIONS SERVICES PROVIDED BY

QWEST CORPORATION

FOR

ESCHELON TELECOM OF MINNESOTA, INC.

IN THE STATE OF MINNESOTA

SECTION 1.0 - GENERAL TERMS

1.1 Intentionally Left Blank.

1.2 This Agreement is effective upon the approval of the Commission, and is between Eschelon Telecom of Minnesota, Inc (a "Competitive Local Exchange Carrier" or "CLEC"), a Minnesota corporation that has submitted a request, pursuant to this Agreement, to obtain Interconnection, access to Unbundled Network Elements, ancillary services, or resale of Telecommunications Services, and Qwest Corporation ("Qwest"), a Colorado corporation, pursuant to Section 252 of the Telecommunications Act of 1996, for each Party's particular purposes, including Qwest's purposes of fulfilling Qwest's obligations under Sections 222, 251(a), (b), and (c), 252, 271, and other relevant provisions of the Act and the rules and regulations promulgated thereunder. This Agreement is between CLEC and Qwest the Local Exchange Carrier, and not Qwest in its capacity as an Interexchange Carrier (IXC).

1.3 This Agreement sets forth the terms, conditions and pricing under which Qwest will offer and provide to any requesting CLEC network Interconnection, access to Unbundled Network Elements ("UNEs"), Ancillary Services and Telecommunications Services available for resale within the geographical areas in which both Parties are providing local Exchange Service at that time, and for which Qwest is the incumbent Local Exchange Carrier within the state of Minnesota (the "State") for purposes of providing local Telecommunications Services. Qwest shall provide such Interconnection, UNEs, Ancillary Services and Telecommunications Services on rates, terms, and conditions that are just, reasonable, and nondiscriminatory in accordance with the terms and conditions of this Agreement and the requirements of the Act and state law and the rules and regulations promulgated thereunder. This Agreement is available for the term set forth herein.

1.4 Intentionally Left Blank.

1.5 Intentionally Left Blank.

1.6 Intentionally Left Blank.

1.7 This Agreement can only be amended in writing, executed by the duly authorized representatives of the Parties as further set forth in this Agreement.

1.7.1 If the Commission orders, or Qwest chooses to offer and CLEC desires to purchase new Interconnection services, access to additional Unbundled Network Elements (UNEs), additional Ancillary Services or Telecommunications Services available for resale which are not contained in the Statement of Generally Available Terms and Conditions (SGAT) or a Tariff, Qwest will notify CLEC of the availability of these new services through the Change Management Process (CMP). CLEC must first complete the relevant section(s) of the applicable product questionnaire to establish ordering and Billing processes. In addition, the Parties shall amend this Agreement under one (1) of the following two (2) options:

1.7.1.1 If CLEC is prepared to accept Qwest's terms and conditions for such new product, CLEC shall execute a form Advice Adoption Letter (the form of which is attached hereto as Exhibit L), to be furnished by Qwest, and include as an attachment, the discreet terms and conditions available on Qwest's wholesale web site, that Qwest has identified as pertaining to the new product. CLEC shall submit the Advice Adoption Letter to the Commission for its approval. CLEC shall also provide the Advice Adoption Letter to Qwest pursuant to the

that this Agreement will be amended as set forth in this Section 2.2, to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement, except where CLEC notifies Qwest in writing that an amendment is not required. The rates in Exhibit A and when they apply are further addressed in Section 22. When a regulatory body or court issues an order causing a change in law and that order does not include a specific implementation date, a Party may provide notice to the other Party within ninety (90) Days of the effective date of that order and any resulting amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. In the event neither Party provides notice within ninety (90) Days, the effective date of the legally binding change shall be the effective date of the amendment unless the Parties agree to a different date. While any negotiation or Dispute resolution is pending for an amendment pursuant to this Section 2.2 the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Agreement. For purposes of this Section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.

2.3 Unless otherwise specifically determined by the Commission, in cases of conflict between the Agreement and Qwest's Tariffs, PCAT, methods and procedures, technical publications, policies, product notifications or other Qwest documentation relating to Qwest's or CLEC's rights or obligations under this Agreement, then the rates, terms and conditions of this Agreement shall prevail. To the extent another document abridges or expands the rights or obligations of either Party under this Agreement, the rates, terms and conditions of this Agreement shall prevail.

denoted by this same type of nomenclature. DCS may provide the functionality of more than one of the aforementioned DCS types (e.g., DCS 3/3/1 which combines functionality of DCS 3/3 and DCS 3/1). For such DCS, the requirements will be, at least, the aggregation of requirements on the "component" DCS. In locations where automated Cross Connection capability does not exist, DCS will be defined as the combination of the functionality provided by a Digital Signal Cross-Connect (DSX) or Light Guide Cross Connect (LGX) patch panels and D4 channel banks or other DS0 and above multiplexing equipment used to provide the function of a manual Cross Connection. Interconnection is between a DSX or LGX to a Switch, another Cross Connection, or other service platform device.

“Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.

"Digital Signal Level 0" or "DS0" is the 64 Kbps standard speed for digitizing one voice conversation using pulse code modulation. There are 24 DS0 channels in a DS1.

"Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing. There are 28 DS1s in a DS3.

"Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

"Digital Subscriber Line Access Multiplexer" or "DSLAM" is a network device that: (i) aggregates lower bit rate DSL signals to higher bit-rate or bandwidth signals (multiplexing) and (ii) disaggregates higher bit-rate or bandwidth signals to lower bit-rate DSL signals (de-multiplexing). DSLAMs can connect DSL Loops with some combination of CLEC ATM, Frame Relay or IP networks. The DSLAM must be located at the end of a copper Loop nearest the Serving Wire Center (e.g., in a Remote Terminal, Central Office, or a Customer's premises).

“Digital Subscriber Loop” or “DSL” refers to a set of service-enhancing copper technologies that are designed to provide digital communications services over copper Loops either in addition to or instead of normal analog voice service, sometimes referred to herein as xDSL, including, but not limited to, the following:

> “ADSL” or “Asymmetric Digital Subscriber Line” is a Passband digital Loop transmission technology that typically permits the transmission of up to 8 Mbps downstream (from the Central Office to the End User Customer) and up to 1 Mbps digital signal upstream (from the End User Customer to the Central Office) over one copper pair.
>
> “HDSL” or “High-Data Rate Digital Subscriber Line” is a synchronous baseband DSL technology operating over one or more copper pairs. HDSL can offer 784 Kbps circuits over a single copper pair, T1 service over 2 copper pairs, or future E1 service over 3 copper pairs.
>
> “HDSL2” or “High-Data Rate Digital Subscriber Line 2” is a synchronous baseband DSL technology operating over a single pair capable of transporting a bit rate of 1.544 Mbps.
>
> “IDSL” or “ISDN Digital Subscriber Line” or “Integrated Services Digital Network Digital Subscriber Line” is a symmetrical, baseband DSL technology that permits the bi-

directional transmission of up to 128 Kbps using ISDN CPE but not circuit switching.

"RADSL" or "Rate Adaptive Digital Subscriber Line" is a form of ADSL that can automatically assess the condition of the Loop and optimize the line rate for a given line quality.

“SDSL” or "Symmetric Digital Subscriber Line” is a baseband DSL transmission technology that permits the bi-directional transmission from up to 160 Kbps to 2.048 Mbps on a single pair.

“VDSL” or “Very High Speed Digital Subscriber Line” is a baseband DSL transmission technology that permits the transmission of up to 52 Mbps downstream (from the Central Office to the End User Customer) and up to 2.3 Mbps digital signal upstream (from the End User Customer to the Central Office). VDSL can also be 26 Mbps symmetrical, or other combination.

"Directory Assistance Database” shall have the meaning set forth in Sections 10.5.2.2, 10.5.2.8, and 10.5.2.9.

"Directory Assistance Lists" shall have the meaning set forth in Section 10.6.1.1.

“Directory Assistance Service” includes, but is not limited to, making available to callers, upon request, information contained in the Directory Assistance Database. Directory Assistance Service includes, where available, the option to complete the call at the caller’s direction.

"Directory Listings" are any information: (1) identifying the listed names of subscribers of a Telecommunications Carrier and such subscriber's telephone numbers, addressees, or primary advertising classifications (as such classifications are assigned at the time of the establishment of such service), or any combination of such listed names, numbers, addresses or classifications; and (2) that the Telecommunications Carrier or an Affiliate has published, caused to be published, or accepted for publication in any directory format.

“Disturber” is defined as a technology recognized by industry standards bodies that significantly degrades service using another technology (such as how AMI T1x affects DSL).

“Due Date” means the specific date on which the requested service is to be available to the CLEC or to CLEC’s End User Customer, as applicable.

“DSX Panel” means a cross-connect bay or panel used for the termination of equipment and facilities operating at digital rates.

"Effective Date" shall have the meaning set forth in Section 5.2.1.

"Electronic Bonding" is a real-time and secure electronic exchange of data between information systems in separate companies. Electronic Bonding allows electronic access to services which have traditionally been handled through manual means. The heart of Electronic Bonding is strict adherence to both International and National standards. These standards define the communication and data protocols allowing all organizations in the world to exchange information.

“Electronic File Transfer“ means any system or process that utilizes an electronic format and

operates a fiber-optic cable or comparable transmission facility that (1) terminates at a Collocation arrangement within the Wire Center; (2) leaves the Qwest Wire Center Premises; and (3) is owned by a party other than Qwest or any Affiliate of Qwest, except as set forth in this definition. Dark fiber obtained from Qwest on an indefeasible right of use basis shall be treated as non-Qwest fiber-optic cable. Two or more affiliated Fiber-Based Collocators in a single Wire Center shall collectively be counted as a single Fiber-Based Collocator. For purposes of this definition, the term “Affiliate” is defined by 47 U.S.C. § 153(1) and any relevant interpretation in that title.

"Fiber Meet" means an Interconnection architecture method whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually-agreed-upon location.

“Finished Services” means complete end to end services offered by Qwest to wholesale or retail Customers. Finished Services do not include Unbundled Network Elements or combinations of Unbundled Network Elements. Finished Services include voice messaging, Qwest provided DSL, Access Services, private lines, retail services and resold services.

"Firm Order Confirmation" or “FOC” means the notice Qwest provides to CLEC to confirm that the CLEC Local Service Order (LSR) has been received and has been successfully processed. The FOC confirms the schedule of dates committed to by Qwest for the Provisioning of the service requested.

“Grandparent(ed)(ing)” shall have the same meaning as “grandfather(ed)(ing)” as used in FCC and Commission orders and Qwest and CLEC Tariffs.

“Hub Provider“ means an entity that (i) provides Common Channel Signaling (SS7) connectivity between the networks of service providers that are not directly connected to each other; or (ii) provides third party database services such as LIDB. The SS7 messages received by Hub Providers are accepted or rejected by the Hub Provider depending on whether a contractual arrangement exists between the Hub Provider and the message originator (sender) and whether the message originator has contracted for the type of SS7 messages being submitted for transmission to the Hub Provider.

“High Capacity Loop” shall mean a Loop of DS1 or higher capacity, and is further described in Section 9.

"Include" or "including" means to have as part of a whole. The terms "include" and "including" mean "includes but is not limited to" and "without limitation," regardless of whether one or both of these phrases is used, and regardless of whether the term "include" or "including" are capitalized.

"Individual Case Basis" or "ICB" shall have the meaning set forth in Exhibit I.

"Information Service” is the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via Telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a Telecommunications system or the management of a Telecommunications Service.

"Integrated Digital Loop Carrier" means a subscriber Loop carrier system, which integrates

"Toll Free Service" means service provided with any dialing sequence that invokes Toll Free (i.e., 800-like) service processing. Toll Free Service currently includes calls to the Toll Free Service 800/888/877/866 NPA SAC codes.

"Transaction Set" is a term used by ANSI X12 and elsewhere that denotes a collection of data, related field rules, format, structure, syntax, attributes, segments, elements, qualifiers, valid values that are required to initiate and process a business function from one trading partner to another. Some business function events (*e.g.*, pre-order inquiry and response) are defined as complimentary Transaction Sets. An example of a Transaction Set is service address validation inquiry and service address validation response.

“Transit Traffic” is defined as any traffic that originates from one Telecommunications Carrier’s network, transits another Telecommunications Carrier’s network, and terminates to yet another Telecommunications Carrier’s network.

“Triennial Review Remand Order” means the Federal Communication Commission’s Order on Remand in CC Docket Nos. 01-338 and 04-313 (released February 4, 2005).

"Trunk Side" refers to Switch connections that have been programmed to treat the circuit as connected to another switching entity.

"Unbundled Network Element" (UNE) is a Network Element that has been defined by the FCC or the Commission as a Network Element to which Qwest is obligated under Section 251(c)(3) of the Act to provide unbundled access or for which unbundled access is provided under this Agreement. Unbundled Network Elements do not include those Network Elements Qwest is obligated to provide only pursuant to Section 271 of the Act.

"UNE Combination", “Unbundled Network Element(s) Combination(s)” or “Combination of Unbundled Network Elements [or “UNEs”]” means a combination of two (2) or more Unbundled Network Elements.

"Virtual Collocation" shall have the meaning set forth in Sections 8.1.1.1 and 8.2.2.1.

"Voluntary Federal Subscriber Financial Assistance Programs" are Telecommunications Services provided to low-income subscribers, pursuant to requirements established by the Commission or the FCC.

"Waste" means all hazardous and non-hazardous substances and materials which are intended to be discarded, scrapped or recycled, associated with activities CLEC or Qwest or their respective contractors or agents perform at Work Locations. It shall be presumed that all substances or materials associated with such activities, that are not in use or incorporated into structures (including without limitation damaged components or tools, leftovers, containers, garbage, scrap, residues or by products), except for substances and materials that CLEC, Qwest or their respective contractors or agents intend to use in their original form in connection with similar activities, are Waste. Waste shall not include substances, materials or components incorporated into structures (such as cable routes) even after such components or structure are no longer in current use.

"Wire Center" denotes a Building or space within a Building that serves as an aggregation point on a given Carrier's network, where transmission facilities are connected or switched. Wire Center can also denote a Building where one or more Central Offices, used for the provision of Basic Exchange Telecommunications Services and Access Services, are located. A Wire

5.16.9.1.1 Qwest may provide the forecast information that CLECs have made available to Qwest under this Agreement to the Commission, provided that Qwest shall first initiate any procedures necessary to protect the confidentiality and to prevent the public release of the information pursuant to applicable Commission procedures and rules and further provided that Qwest provides such notice to the CLEC involved, in order to allow it to prosecute such procedures to their completion.

5.16.9.2 The Parties shall maintain confidential forecasting information in secure files and locations such that access to the forecasts is limited to the personnel designated in subsection 5.16.9.1 above and such that no other personnel have computer access to such information.

5.16.10 The Parties further recognize and agree that the Commission may obtain any and all records of the Parties that the Commission considers necessary to fulfill its duties under Minnesota and federal law.

5.17 Survival

5.17.1 Any liabilities or obligations of a Party for acts or omissions prior to the termination of this Agreement, and any obligation of a Party under the provisions regarding indemnification, Confidential or Proprietary Information, limitations of liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination hereof.

5.18 Dispute Resolution

5.18.1 If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents should arise under this Agreement, and the Parties do not resolve it in the ordinary course of their dealings (the "Dispute"), then it shall be resolved in accordance with this Section. Each notice of default, unless cured within the applicable cure period, shall be resolved in accordance herewith. Dispute resolution under the procedures provided in this Section 5.18 is optional and not the exclusive remedy for all disputes between Qwest and CLEC arising out of this Agreement or its breach. Each Party reserves its rights to resort to the Commission or to a court, agency, or regulatory authority of competent jurisdiction. Nothing in this Section 5.18 shall limit the right of either Qwest or CLEC, upon meeting the requisite showing, to obtain provisional remedies (including injunctive relief) from a court before, during or after the pendency of any arbitration proceeding brought pursuant to this Section 5.18. However, if the Parties agree to arbitrate a dispute pursuant to Section 5.18.3.1, once a decision is reached by the Arbitrator, such decision shall supersede any provisional remedy obtained before such decision is reached.

5.18.2 At the written request of either Party (the Resolution Request), and prior to any other formal Dispute resolution proceedings, each Party shall within seven (7) Days after such Resolution Request designate a vice-presidential level employee or a representative with authority to make commitments to review, meet (in person or by telephone), and negotiate, in good faith, to resolve the Dispute. If a Party indicates in the Resolution Request that expedited treatment is necessary, the time period for designating a representative and conducting negotiations may be expedited to meet the needs of the requesting Party. The Parties intend that these negotiations be conducted by business representatives, and the locations, format, frequency, duration, and conclusions of these discussions shall be at the discretion of the

representatives. By mutual agreement, the representatives may use other procedures, such as mediation, to assist in these negotiations.

5.18.3 If the vice-presidential level representatives or the designated representative with authority to make commitments have not reached a resolution of the Dispute within fifteen (15) Days after the Resolution Request (or such shorter or longer period as agreed to in writing by the Parties), or if either Party fails to designate such vice-presidential level representative or their representative with authority to make commitments within seven (7) Days after the date of the Resolution Request, then either Party may pursue all remedies, including if desired requesting that the Dispute be settled by arbitration. Notwithstanding the foregoing time periods, a Party may request that the Dispute be settled by arbitration two (2) Days after the Resolution Request pursuant to the terms of Section 5.18.3.1.

5.18.3.1 **Optional Arbitration procedure**. If the Parties agree to arbitrate the Dispute pursuant to the terms of this Section, the arbitration proceeding shall be conducted by a single arbitrator, knowledgeable about the Telecommunications industry unless the Dispute involves amounts exceeding five million ($5,000,000) in which case the proceeding shall be conducted by a panel of three (3) arbitrators knowledgeable about the Telecommunications industry. The arbitration proceedings shall be conducted under the then-current rules for commercial disputes of the American Arbitration Association (AAA) or J.A.M.S./Endispute, at the election of the Party that initiates Dispute resolution under this Section 5.18. Such rules and procedures shall apply notwithstanding any part of such rules that may limit their availability for resolution of a Dispute. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not State law, shall govern the arbitrability of the Dispute. The arbitrator shall not have authority to award punitive damages. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof subject to review by the Commission. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in the Denver metropolitan area if Qwest initiates the arbitration; in the Minneapolis metropolitan area if CLEC initiates the arbitration; or in another mutually agreeable location. It is acknowledged that the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all Dispute(s). The Party which sends the Resolution Request must notify the Secretary of the Commission of the arbitration proceeding within forty eight (48) hours of the determination to arbitrate. If the Parties agree to arbitrate pursuant to this Section and do not agree to other procedures, the following procedures will apply:

5.18.3.1.1 All expedited procedures prescribed by the AAA or J.A.M.S./Endispute rules, as the case may be, shall apply to Disputes affecting the ability of a Party to provide uninterrupted, high quality services to its End User Customers, or as otherwise called for in this Agreement. A Party may seek expedited resolution of a Dispute if the vice-presidential level representative, or other representative with authority to make commitments, have not reached a resolution of the Dispute within two (2) Days after the Resolution Request. In the event the Parties do not agree that a service affecting Dispute exists, the Dispute resolution shall commence under the expedited process set forth in this Section 5.18.3.1, however, the first matter to be addressed by the Arbitrator shall be the applicability of such process to such Dispute.

5.18.3.1.2 There shall be no discovery except for the exchange of

documents deemed necessary by the Arbitrator to an understanding and determination of the dispute. Qwest and CLEC shall attempt, in good faith, to agree on a plan for such document discovery. Should they fail to agree, either Qwest or CLEC may request a joint meeting or conference call with the Arbitrator. The Arbitrator shall resolve any disputes between Qwest and CLEC, and such resolution with respect to the need, scope, manner, and timing of discovery shall be final and binding.

5.18.3.1.3 Arbitrator's Decision.

5.18.3.1.3.1 The Arbitrator's decision and award shall be in writing and shall state concisely the reasons for the award, including the Arbitrator's findings of fact and conclusions of law.

5.18.3.1.3.2 An interlocutory decision and award of the Arbitrator granting or denying an application for preliminary injunctive relief may be challenged in a forum of competent jurisdiction immediately, but no later than ten (10) business days after the appellant's receipt of the decision challenged. During the pendency of any such challenge, any injunction ordered by the Arbitrator shall remain in effect, but the enjoined Party may make an application to the Arbitrator for appropriate security for the payment of such costs and damages as may be incurred or suffered by it if it is found to have been wrongfully enjoined, if such security has not previously been ordered. If the authority of competent jurisdiction determines that it will review a decision granting or denying an application for preliminary injunctive relief, such review shall be conducted on an expedited basis.

5.18.3.1.3.3 The Parties shall submit a copy of any final and binding arbitration decision to the Commission, the Department of Commerce, and the Residential Utilities Division of the Attorney General's Office. The arbitrator's decision shall prevail in effect unless the Commission decides otherwise within forty-five (45) Days.

5.18.3.1.4 To the extent that any information or materials disclosed in the course of an arbitration proceeding contain proprietary, trade secret or Confidential Information of either Party, it shall be safeguarded in accordance with Section 5.16 of this Agreement, or if the Parties mutually agree, such other appropriate agreement for the protection of proprietary, trade secret or Confidential Information that the Parties negotiate. However, nothing in such negotiated agreement shall be construed to prevent either Party from disclosing the other Party's information to the Arbitrator in connection with or in anticipation of an arbitration proceeding, provided however that the Party seeking to disclose the information shall first provide fifteen (15) Days notice to the disclosing Party so that that Party, with the cooperation of the other Party, may seek a protective order from the arbitrator. Except as the Parties otherwise agree, in writing, or as the Arbitrator for good cause orders, the arbitration proceedings, including hearings, briefs, orders, pleadings and discovery shall not be deemed confidential and may be disclosed at the discretion of either Party, unless it is subject to being safeguarded as proprietary, trade secret or Confidential

Information, in which event the procedures for disclosure of such information shall apply.

5.18.4 Should it become necessary to resort to court proceedings to enforce a Party's compliance with the Dispute resolution process set forth herein, and the court directs or otherwise requires compliance herewith, then all of the costs and expenses, including its reasonable attorney fees, for obtaining compliance with the Dispute resolution process set forth herein, incurred by the Party requesting such enforcement shall be reimbursed by the non-complying Party to the requesting Party.

5.18.5 No Dispute, regardless of the form of action, arising out of this Agreement, may be brought by either Party more than three (3) years after the cause of action accrues.

5.18.6 Nothing in this Section is intended to divest or limit the jurisdiction and authority of the Commission or the FCC as provided by State and federal law.

5.18.7 In the event of a conflict between this Agreement and the rules prescribed by the AAA or J.A.M.S./Endispute, this Agreement shall be controlling.

5.18.8 This Section does not apply to any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents concerning the misappropriation of use of intellectual property rights of a Party, including, but not limited to, the use of the trademark, tradename, trade dress or service mark of a Party.

5.19 Controlling Law

5.19.1 This Agreement is offered by Qwest and accepted by CLEC in accordance with applicable federal law and the state law of Minnesota. It shall be interpreted solely in accordance with applicable federal law and the state law of Minnesota.

5.20 Responsibility for Environmental Contamination

5.20.1 Neither Party shall be liable to the other for any costs whatsoever resulting from the presence or release of any Environmental Hazard that either Party did not introduce to the affected Work Location. Both Parties shall defend and hold harmless the other, its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any Environmental Hazard that the indemnifying Party, its contractors or agents introduce to the Work Locations or (ii) the presence or release of any Environmental Hazard for which the indemnifying Party is responsible under Applicable Law.

5.20.2 In the event any suspect materials within Qwest-owned, operated or leased facilities are identified to be asbestos containing, CLEC will ensure that to the extent any activities which it undertakes in the facility disturb such suspect materials, such CLEC activities will be in accordance with applicable local, State and federal environmental and health and safety statutes and regulations. Except for abatement activities undertaken by CLEC or equipment placement activities that result in the generation of asbestos-containing material, CLEC does not have any responsibility for managing, nor is it the owner of, nor does it have any liability for, or in connection with, any asbestos-containing material. Qwest agrees to immediately notify CLEC if Qwest undertakes any asbestos control or asbestos abatement

activities that potentially could affect CLEC personnel, equipment or operations, including, but not limited to, contamination of equipment.

5.21 Notices

5.21.1 Any notices required by or concerning this Agreement shall be in writing and shall be sufficiently given if delivered Personally, delivered by prepaid overnight express service, or sent by certified mail, return receipt requested where specified in this Agreement to Qwest and CLEC at the addresses shown below:

Qwest Corporation
Director Interconnection Agreements
1801 California, Suite 2400
Denver, CO 80202
Phone: 303-965-3029
Fax: 303-896-7077
E-mail: intagree@qwest.com

With copy to:
Qwest Law Department
Attention: Corporate Counsel, Interconnection
1801 California Street, 10th Floor
Denver, CO 80202

and to CLEC at the address shown below:

J. Jeffery Oxley
Executive Vice President, Law and Policy
Eschelon Telecom, Inc.
730 2nd Avenue South, Suite 900
Minneapolis, MN 55402

If Personal delivery is selected to give notice, a receipt acknowledging such delivery must be obtained. Each Party shall inform the other of any change in the above contact Person and/or address using the method of notice called for in this Section 5.21.

5.22 Responsibility of Each Party

5.22.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations, and (ii) Waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or Personal, and

SECTION 9.0 - UNBUNDLED NETWORK ELEMENTS

9.1 General Terms

9.1.1 Changes in law, regulations or other "Existing Rules" relating to Unbundled Network Elements (UNEs), including additions and deletions of elements Qwest is required to unbundle and/or provide in a UNE Combination, shall be incorporated into this Agreement by amendment pursuant to Sections 2.2 and 5.30. CLEC and Qwest agree that the UNEs identified in Section 9 are not exclusive and that pursuant to changes in FCC rules, state laws, the Bona Fide Request Process or Special Request Process, CLEC may identify and request that Qwest furnish additional or revised UNEs to the extent required under Section 251(c)(3) of the Act and other Applicable Laws. Failure to list a UNE herein shall not constitute a waiver by CLEC to obtain a UNE subsequently defined by the FCC or the Commission.

9.1.1.1 See Section 24 for Commingling and Ratcheting. See Section 9.23.4.1 for Service Eligibility Criteria.

9.1.1.2 Use of Unbundled Network Elements

9.1.1.2.1 Except as provided in this Section 9.1.1.2.1 and in Section 9.23.4.1, Qwest shall not impose limitations, restrictions, or requirements on requests for, or the use of, Unbundled Network Elements for the service CLEC seeks to offer.

9.1.1.2.2 CLEC may not access a UNE for the exclusive provision of mobile wireless services or interexchange services.

9.1.1.2.3 If CLEC purchases access to a UNE facility, CLEC is entitled to exclusive use of that facility for a period of time, or when purchasing access to a feature, function, or capability of a facility, CLEC is entitled to use of that feature, function, or capability for a period of time. CLEC's purchase of access to a UNE does not relieve Qwest of the duty to maintain, repair, or replace the UNE.

9.1.1.2.4 If CLEC accesses and uses a UNE consistently with Section 9.1.1.2.2, CLEC may provide any Telecommunications Services over the same UNE.

9.1.1.2.4.1 As the term "Telecommunications Services" is defined in this Agreement, such services include offering Telecommunications for a fee directly to the public and not services solely for administrative use.

9.1.1.2.5 Except as provided in Section 9.23.3.7.1, Qwest shall permit CLEC to Commingle a UNE or a Combination of UNEs with wholesale services obtained from Qwest. See Section 24.

9.1.2 Qwest shall provide non-discriminatory access to Unbundled Network Elements on rates, terms and conditions that are non-discriminatory, just and reasonable. The quality of an Unbundled Network Element Qwest provides, as well as the access provided to that element, will be equal between all Carriers requesting access to that element. Access to Unbundled Network Elements includes moving, adding to, repairing and changing the UNE (through, *e.g.*, design changes, maintenance of service including trouble isolation, additional dispatches, and cancellation of orders). Qwest shall perform for CLEC those Routine Network Modifications that Qwest performs for its own End User Customers. The requirement for Qwest

to modify its network on a nondiscriminatory basis is not limited to copper loops and applies to all unbundled transmission facilities, including Dark Fiber transport when available pursuant to Section 9.7. Where Technically Feasible, the access and Unbundled Network Element provided by Qwest will be provided in "substantially the same time and manner" to that which Qwest provides to itself or to its Affiliates. In those situations where Qwest does not provide access to Network Elements to itself, Qwest will provide access in a manner that provides CLEC with a meaningful opportunity to compete. For the period of time Qwest provides access to CLEC to an Unbundled Network Element, CLEC shall have exclusive use of the Network Element, except when the provisions herein indicate that a Network Element will be shared. Notwithstanding the foregoing, Qwest shall provide access and UNEs at the service performance levels set forth in Section 20. Notwithstanding specific language in other sections of this Agreement, all provisions of this Agreement regarding Unbundled Network Elements are subject to this requirement. In addition, Qwest shall comply with all state wholesale service quality requirements.

9.1.2.1 If facilities are not available, Qwest will build facilities dedicated to an End User Customer if Qwest would be legally obligated to build such facilities to meet its Provider of Last Resort (POLR) obligation to provide basic Local Exchange Service or its Eligible Telecommunications Carrier (ETC) obligation to provide primary basic Local Exchange Service. To the extent that Qwest is not obligated under the Act to build UNEs, Qwest will consider requests to build UNEs pursuant to Section 9.19 of this Agreement. CLEC will be responsible for any construction charges (related to POLR/ETC or otherwise) for which a Qwest End User Customer would be responsible under substantially similar circumstances. Likewise, if a Qwest End User Customer would not be responsible for construction charges (related to POLR/ETC or otherwise), then CLEC will have no responsibility for construction charges under substantially similar circumstances.

9.1.2.1.1 Upon receipt of a Local Service Request ("LSR") or Access Service Request ("ASR"), Qwest will follow the same process that it would follow for a substantially similar retail service to determine if assignable facilities exist that fit the criteria necessary for the service requested. If available facilities are not readily identified through the normal assignment process, but facilities can be made ready by the requested Due Date, CLEC will not receive an additional FOC, and the order Due Date will not be changed. Qwest will determine, for example, whether, through Routine Network Modifications, facilities can be made available. If facilities can be made available, Qwest must perform the applicable Routine Network Modifications, or other facility work to make them available, before issuing a response to a CLEC order that construction is required because no facilities are available.

9.1.2.1.2 If cable capacity is available, Qwest will complete incremental facility work (e.g., conditioning, place a drop, add a Network Interface Device, card existing subscriber Loop carrier systems at the Central Office and Remote Terminal, add Central Office tie pairs, add field cross jumpers) or applicable Routine Network Modifications in order to complete facilities to the End User Customer Premises.

9.1.2.1.3 During the normal assignment process, if no available facilities are identified for the UNE requested, Qwest will look for existing internal engineering

job orders that could fill the request in the future.

9.1.2.1.3.1 If an engineering job currently exists:

(i) that includes the facilities desired by CLEC, Qwest shall send CLEC a jeopardy notice indicating that the facilities are scheduled for construction and identifying the date by which such facilities are scheduled for completion. In this case, Qwest will complete construction of the facilities at no charge to CLEC.

(ii) that does not include the facilities desired by CLEC, Qwest will determine if the current job can be augmented.

(a) If so, Qwest will add CLEC's request to that engineering job and send CLEC a similar jeopardy notice. CLEC will be required to pay the additional costs only when its request to Augment adds cost to the engineering job and only to the same extent a Qwest End User Customer would be responsible for such additional costs.

(b) If not, Qwest will direct the CLEC to Section 9.19 of this Agreement.

In either case, at CLEC's request, via a supplement to its existing service order, the CLEC service order will remain open. Upon completion of the engineering job, Qwest will send CLEC another FOC with a new Due Date.

9.1.2.1.3.2 If facilities are not available and no engineering job exists that could fill the request in the future, Qwest will treat CLEC's request as follows:

9.1.2.1.3.2.1 For UNEs that meet the POLR/ETC requirements set forth in Section 9.1.2.1, CLEC will receive a jeopardy notice indicating that no facilities are available. Qwest will initiate an engineering job order for delivery of primary service to the End User Customer. Once the engineering job is initiated, the CLEC's order will be assigned to it. The CLEC's order will remain open from the time of initial submission until the engineering job is completed. When the engineering job is completed, CLEC will receive a FOC identifying a Due Date when the UNEs will be ready for installation. In response to such FOCs, CLEC can request a different Due Date by submitting a supplemental order to change the Due Date to a later date.

9.1.2.1.3.2.2 For UNEs that do not meet the POLR/ETC requirements in Section 9.1.2.1, Qwest shall send CLEC a jeopardy notice indicating that facilities are not available, however, Qwest shall maintain the order as pending for a period of ninety (90) business days. Qwest shall send such jeopardy notice to

CLEC as soon as possible, but in no event less than forty-eight (48) hours prior to the CLEC requested Due Date.

(i) If facilities become available to fill the order within that ninety (90) business day period, Qwest shall notify the CLEC of such availability. CLEC and Qwest acknowledge that the availability of facilities hereunder is on a first come, first served basis. Any facility orders placed by any other provider, including Qwest, which predate CLEC's order shall have priority in any facilities made available under the terms of this Section.

(ii) If facilities do not become available to fill the order within that ninety (90) business day period, Qwest will send CLEC a rejection notice for the LSR or ASR and cancel the Service Order.

(iii) Upon receipt of the rejection notice, or at any time after receipt of the jeopardy notice, CLEC may:

(a) submit a request to build UNEs pursuant to Section 9.19 of this Agreement, or

(b) while a UNE order is in Jeopardy Status, CLEC may cancel its UNE order at any time at no charge.

9.1.2.1.4 Qwest will provide CLEC notification of major Loop facility builds through the ICONN database. This notification shall include the identification of any funded Qwest outside plant engineering jobs that exceed $100,000 in total cost, the estimated Ready for Service Date, the number of pairs or fibers added, and the location of the new facilities (e.g., Distribution Area for copper distribution, Route number for copper feeder, and termination CLLI codes for fiber). CLEC acknowledges that Qwest does not warrant or guarantee the estimated Ready for Service Dates. CLEC also acknowledges that funded Qwest outside plant engineering jobs may be modified or cancelled at any time.

9.1.3 Notwithstanding any reference, definition or provision to the contrary, CLEC may provide any Technically Feasible data or voice Telecommunications Services allowed by law over any Loop or Loop portion of a UNE Combination, including without limitation, "voice" services over high frequency portions of any Loop or "data" services over any low frequency portion of any Loop, provided such services do nor interfere with "voice band" or "data band" transmission parameters in accordance with FCC rules as more particularly described in this Agreement. Any related equipment provided by CLEC to deliver Telecommunications Services contemplated by this section must comply with appropriate ANSI standards such as T1.417 and T1.413. Other references to the voice or voice band portion of the Loop in this Agreement will mean the low frequency portion of the Loop.

9.1.4 Qwest will provide a connection between Unbundled Network Element and a Loop Demarcation Point. Such connection is an Interconnection Tie Pair (ITP). An ITP is required for each Unbundled Network Element or ancillary service delivered to CLEC. The ITP provides the

will cooperate with CLEC in any Technically Feasible testing necessary or reasonably requested by CLEC to assist in determining circuit functionality of each circuit and end-to-end transmission.

9.1.6.2 When Qwest provisions UNEs in combination with each other or in combination with other facilities or equipment provisioned by Qwest:

a) Qwest will perform testing necessary or reasonably requested by CLEC to determine that such combination and each UNE included in such combination is capable of meeting the technical parameters of the combination.

b) Qwest will repair and maintain such combination and each UNE included in such combination to ensure that such UNE continues to meet the technical parameters of the combination.

c) Qwest will cooperate with CLEC in any Technically Feasible testing necessary or reasonably requested by CLEC to determine end-to-end transmission and circuit functionality of such combination.

9.1.7 Installation intervals for Unbundled Network Elements are contained in Exhibit C.

9.1.7.1 When CLEC uses Qwest's appointment scheduling tool, should the date and time desired for the coordinated hot cut not be available initially, CLEC can use "override" IMA functionality to obtain the date and time in the associated LSR. In such cases, the requested date and time is to be no shorter than the interval in Exhibit C and not outside Qwest's business hours.

9.1.8 Maintenance and Repair is described herein. The repair center contact telephone numbers are provided in the PCAT, which is located on the Qwest Web site.

9.1.9 In order to maintain and modernize the network properly, Qwest may make necessary modifications and changes to the UNEs in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. If such changes result in the CLEC's End User Customer experiencing unacceptable changes in the transmission of voice or data, Qwest will assist the CLEC in determining the source and will take the necessary corrective action to restore the transmission quality to an acceptable level if it was caused by the network changes. This Section 9.1.9 does not address retirement of copper Loops or Subloops (as that phrase is defined in Section 9.2.1.2.3). *See* Section 9.2.1.2.3. Network maintenance and modernization activities will result in UNE transmission parameters that are within transmission limits of the UNE ordered by CLEC. Qwest shall provide CLEC advance notice of network changes pursuant to applicable FCC rules, including changes that will affect (i) CLEC's performance or ability to provide service (ii) network Interoperability or (iii) the manner in which Customer Premises equipment is attached to the public network. Changes that affect network Interoperability include changes to local dialing from seven (7) to ten (10) digit, area code splits, and new area code implementation. FCC rules are contained in CFR Part 51 and 52. Such notices will contain the location(s) at which the changes will occur including, if the changes are specific to an End User Customer, the circuit identification, if readily available, and any other information required by applicable FCC rules. Qwest provides such disclosures on an Internet web site.

9.1.9.1 In the event that Qwest intends to dispatch personnel to the Premises of a CLEC End User Customer, for the purpose of maintaining or modernizing the Qwest network, Qwest shall provide CLEC with email notification no less than three (3) business days in advance of the Qwest dispatch and within three (3) business days after completing the maintenance or modernization activity. In the event of an emergency (e.g., no dial tone), Qwest need not provide CLEC with advance email notification but shall notify CLEC by email within three (3) business days after completing the emergency maintenance or modernizing activity. In such emergencies, once Qwest personnel involved in the maintenance or modernization activities are aware of an emergency affecting multiple End User Customers, Qwest shall ensure its repair center personnel are informed of the network maintenance and modernization activities issue and their status so that CLEC may obtain information from Qwest so that CLEC may, for example, communicate with its End User Customer(s). CLEC may also contact its Service Manager to request additional information so that CLEC may, for example, communicate with its End User Customer(s). In no event, however, shall Qwest be required to provide status on emergency maintenance or modernization activity greater than that provided to itself, its End User Customers, its Affiliates or any other party. To the extent that the activities described in Sections 9.1.9 and 9.1.9.1 include dispatches, no charges apply.

9.1.10 Intentionally Left Blank.

9.1.11 Exhibit A of this Agreement contains the rates for Unbundled Network Elements.

9.1.12 Miscellaneous Charges are defined in Section 4. In the event that Miscellaneous Charges apply, they will be applied consistent with the application used for equivalent work requested by Qwest End User Customers. Rates for Miscellaneous Charges are contained in Exhibit A. Unless otherwise provided for in this Agreement, no additional charges will apply.

9.1.12.1 For expedites, see Section 12.2.1.2.

9.1.13 To submit an order to obtain a High Capacity Loop or high capacity transport UNEs, CLEC must undertake a reasonably diligent inquiry and, based on that inquiry, self-certify that, to the best of its knowledge, its request is consistent with the requirements discussed in parts IV, V, and VI of the Triennial Review Remand Order as reflected in this Agreement and that it is therefore entitled to unbundled access to the particular Unbundled Network Elements sought pursuant to section 251(c)(3). Before placing the first such order under this Agreement, CLEC shall provide its self-certification through a letter sent to Qwest, or in another form to which the Parties mutually agree in writing. The applicable UNE rate(s) in Exhibit A will apply to UNEs and UNE Combinations.

9.1.13.1 CLEC will maintain appropriate records to support the self-certification described in Section 9.1.13. See Section 9.23.4 for Service Eligibility Criteria for High Capacity EELs.

9.1.13.2 Qwest has a limited right to audit compliance with the Service Eligibility Criteria for High Capacity EELs, as described in Section 9.23.4.3. Notwithstanding any other provision of this Agreement, there is no other auditing requirement for self-certification, as CLEC certifies only to the best of its knowledge.

9.1.13.3 Whether a High Capacity Loop or high capacity transport UNE is unavailable, and the date upon which it becomes unavailable, based on non-impairment wire center designations have been or will be determined by the Commission in a Wire

reserves all of its rights with respect to the amount of the charges after that date. Nothing in this Agreement precludes a Party from addressing the non-recurring charge after that three-year period. A different non-recurring charge will apply, however, only to the extent authorized by an applicable regulatory authority, or agreed upon by the Parties, and reflected in an amendment to this Agreement (pursuant to Section 2.2 and/or Section 5.30).

9.1.15.2.2 The Parties will complete the transition of facility(ies) using a seamless process that does not affect the End User Customer's perception of service quality. The Parties will establish and abide by any necessary operational procedures to ensure Customer service quality is not affected by conversions.

9.2 Unbundled Loops

9.2.1 Description and General Terms

The Loop Network Element is defined as a transmission facility between a distribution frame (or its equivalent) in an incumbent LEC Central Office and the Loop Demarcation Point at an End User Customer Premises. The Loop Network Element includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, Dark Fiber, attached electronics (except those electronics used for the provision of Advanced Services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The Loop includes, but is not limited to DS0, DS1, and DS3 Loops. Qwest will not provide access to UNE OCn Loops or features and functionalities of UNE OCn Loops. Qwest does not offer Unbundled Dark Fiber Loop (UDF-Loop), which constitutes a deployed, unlit Loop between a Qwest Wire Center and an End User Customer premises, on an unbundled basis, except during the transitional period in Section 9.1.14.2. For UDF MTE Subloop see Section 9.7.

9.2.1.1 "Loop Demarcation Point" – is defined for purposes of this section as the point where Qwest owned or controlled facilities cease, and CLEC, End User Customer, owner or landlord ownership or control of facilities begins.

9.2.1.2 **FTTH and FTTC Loops.** For purposes of this Section, a Fiber-to-the-Home ("FTTH") Loop is a local Loop consisting entirely of fiber optic cable, whether dark or lit, and serving an End User Customer's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the multiunit premises' minimum point of entry (MPOE). For purposes of this Section, a Fiber-to-the-Curb ("FTTC") Loop is a local Loop consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the End User Customer's premises or, in the case of predominantly residential MDUs, not more than 500 feet from the MDU's MPOE. The fiber optic cable in a FTTC Loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution Subloop also is not more than 500 feet from the respective End User Customer's premises.

9.2.1.2.1 FTTH or FTTC New Builds. Qwest shall have no obligation under this Agreement to provide nondiscriminatory access to a FTTH or FTTC

9.2.1.4.2 **Cap on unbundled DS3 Loop circuits.** CLEC may obtain a maximum of a single UNE DS3 Loop to any single Building in which DS3 Loops are available as UNE Loops.

9.2.1.5 Intentionally Left Blank

9.2.1.6 Hybrid Loops – A "Hybrid Loop" is an Unbundled Loop composed of both fiber optic cable, usually in the feeder plant, and copper wire or cable, usually in the distribution plant.

9.2.1.6.1 Packet Switching Facilities, Features, Functions and Capabilities – Qwest is not required to provide UNE access to the Packet Switched features, functions and capabilities of its Hybrid Loops.

9.2.1.6.2 Broadband Services – When CLEC seeks access to a Hybrid Loop for the provision of broadband services, Qwest shall provide CLEC with nondiscriminatory access to the time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity, on an unbundled basis to establish a complete transmission path between Qwest's Central Office and an End User Customer premises. This access shall include access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.

9.2.1.6.3 Narrowband Services – When CLEC seeks access to a Hybrid Loop for the provision of narrowband services, Qwest may either:

a) Provide nondiscriminatory access, on an unbundled basis, to an entire Hybrid Loop capable of voice-grade service (i.e., equivalent to DS0 capacity), using time division multiplexing technology; or

b) Provide nondiscriminatory access to a spare home-run copper Loop serving that End User Customer on an unbundled basis.

9.2.2 Unbundled Loop - Additional General Terms

9.2.2.1 Qwest shall provide CLEC, on a non-discriminatory basis, Unbundled Loops of substantially the same quality as the Loop that Qwest uses to provide service to its own End User Customers. Qwest, in Provisioning High Capacity Loop facilities to CLEC, must make the same Routine Network Modifications to its existing Loop facilities that it makes for its own End User Customers. Qwest shall engage in activities necessary to activate Loops that are not currently activated in the network. Qwest shall add types of electronics that Qwest ordinarily attaches to a Loop for an End User Customer requiring a Loop, even if such electronics are not attached to a particular Loop. For Unbundled Loops that have a retail analogue, Qwest will provide these Unbundled Loops in substantially the same time and manner as Qwest provides to its own End User Customers. Qwest will redesignate interoffice facilities (IOF) for CLEC where available with the exception of interoffice facilities Qwest maintains to ensure sufficient reserve capacity as defined in Section 9.7.2.5. Separate and apart from the foregoing, in the event Qwest removes from interoffice service, an entire IOF that is capable of supporting Telecommunications Services, Qwest will make that facility available as Loop facilities for Qwest and CLEC alike to fill any order currently in the held

order queue on a first come, first served basis. Should additional facilities be available after all held orders are filled, Qwest will make the additional facilities available to fill new orders on a first come, first served basis, based on the Application Date. Unbundled Loops shall be provisioned in accordance with Exhibit C and the performance metrics set forth in Section 20 and with a minimum of service disruption.

When IOF facilities are used pursuant to Section 9.2.2.1, Qwest will reuse IOF facilities whenever the facilities are in good enough condition to use as Loop facilities. In such cases, these facilities will be available as Loop facilities and will be visible in the raw Loop data tool upon completion of the outside plant reclamation job.

9.2.2.1.1 Use of the word "capable" to describe Loops in Section 9.2 means that Qwest assures that the Loop meets the technical standards associated with the specified Network Channel/Network Channel Interface codes, as contained in the relevant technical publications and industry standards.

9.2.2.1.2 Use of the word "compatible" to describe Loops in Section 9.2 means the Unbundled Loop complies with technical parameters of the specified Network Channel/Network Channel Interface codes as specified in the relevant technical publications and industry standards. Qwest makes no assumptions as to the capabilities of CLEC's Central Office equipment or the Customer Premises Equipment.

9.2.2.2 Analog (Voice Grade) Unbundled Loops. Analog (voice grade) Unbundled Loops are available as a two-wire or four-wire voice grade, point-to-point configuration suitable for local exchange type services. For the two-wire configuration, CLEC must specify the signaling option via the Network Channel Interface (NCI) field on the LSR. The actual Loop facilities may utilize various technologies or combinations of technologies.

9.2.2.2.1 If Qwest uses Integrated Digital Loop Carrier (IDLC) systems to provide the Local Loop, Qwest will first attempt, to the extent possible, to make alternate arrangements such as Line and Station Transfers (LST), to permit CLEC to obtain a contiguous copper Unbundled Loop. If a LST is not available, Qwest may also seek alternatives such as Integrated Network Access (INA), hair pinning, or placement of a Central Office terminal, to permit CLEC to obtain an Unbundled Loop. If no such facilities are available, Qwest will make every feasible effort to unbundle the IDLC in order to provide the Unbundled Loop for CLEC. Regarding lack of facilities generally, see Section 9.2.2.16, Section 9.19 and Section 19.

9.2.2.2.1.1 In areas where Qwest has deployed amounts of IDLC that are sufficient to cause reasonable concern about a CLEC's ability to provide service through available copper facilities on a broad scale, CLEC shall have the ability to gain access to Qwest information sufficient to provide CLEC with a reasonably complete identification of such copper facilities. Qwest shall be entitled to mediate access in a manner reasonably related to the need to protect Confidential or Proprietary information. CLEC shall be responsible for Qwest's incremental cost to provide such information or access mediation.

9.2.2.2.1.2 If Qwest deploys Next Generation Digital Loop Carrier (NGDLC) in its network, CLEC shall have non-discriminatory access to the technology as required by the Act and the rules promulgated thereunder.

9.2.2.2.2 If there are state service quality rules in effect at the time CLEC requests an Analog Unbundled Loop Qwest will provide an Analog Unbundled Loop that meets the minimum state technical performance standard at the Analog Unbundled Loop rates contained in Exhibit A. If necessary to meet the state standards, Qwest will, at no cost to CLEC, add or remove load coils and Bridged Taps from the Loop in accordance with the requirements of the specific technical standard.

9.2.2.3 Digital Capable Loops – DS1 and DS3 Capable Loops, Basic Rate (BRI) ISDN Capable Loops, 2/4 Wire Non-Loaded Loops, ADSL Compatible Loops and xDSL-I Capable Loops. Unbundled digital Loops are transmission paths capable of carrying specifically formatted and line coded digital signals. Unbundled digital Loops may be provided using a variety of transmission technologies including, but not limited to, metallic wire, metallic wire based Digital Loop Carrier, and fiber optic fed digital carrier systems. Qwest will provision digital Loops in a non-discriminatory manner, using the same facilities assignment processes that Qwest uses for itself to provide the requisite service. Qwest will not re-designate working distribution facilities as interoffice facilities (and vice versa) either for a CLEC or itself. Digital Loops may use a single or multiple transmission technologies. Direct Current continuity does not apply to digital capable Loops. If conditioning is required, then CLEC may be charged for such conditioning as set forth in Exhibit A, if it authorized Qwest to perform such conditioning.

9.2.2.3.1 Qwest will not deny access to DS1 and DS3 Loops on the basis that the Loop facilities are provisioned via fiber. If both copper and fiber are available, Qwest may elect over which facility to provision the Loop. For Hybrid Loops, see Section 9.2.1.6.

9.2.2.3.2 If CLEC orders a 2/4 wire non loaded or ADSL compatible Unbundled Loop for an End User Customer served by a Digital Loop Carrier System Qwest will conduct an assignment process which considers the potential for a LST or alternative copper facility. If a LST is not available, Qwest may also seek alternatives such as Integrated Network Access (INA), hair pinning, or placement of a Central Office terminal, to permit CLEC to obtain an Unbundled Loop. If no such facilities are available, Qwest will make every feasible effort to unbundle the IDLC in order to provide the Unbundled Loop for CLEC. Qwest will hold the order for ninety (90) Days. If, after ninety (90) Days, no copper facility capable of supporting the requested service is available, then Qwest will reject the order.

9.2.2.3.3 Qwest may re-designate fully retired facilities for itself as well as CLEC.

9.2.2.4 Non-Loaded Loops. CLEC may request that Qwest provide a non-loaded Unbundled Loop. In the event that no such facilities are available, CLEC may request that Qwest condition existing spare facilities. CLEC may indicate on the LSR that it pre-approves conditioning if conditioning is necessary. If CLEC has not pre-

shall meet the design requirements specified in Qwest Technical Publications 77324 (DS3), 77384 (Unbundled Loops), and other applicable Qwest technical publications, if any. See Section 9.2.1.4.

9.2.2.7 Intentionally Left Blank.

9.2.2.8 Loop Qualification Tools. Qwest offers five (5) Loop qualification tools: the ADSL Loop Qualification Tool, Raw Loop Data Tool, POTS Conversion to Unbundled Loop Tool, MegaBit Qualification Tool, and ISDN Qualification Tool. These and any future Loop qualification tools Qwest develops will provide CLEC access to Loop qualification information in a non-discriminatory manner and will provide CLEC the same Loop qualification information available to Qwest. If the Loop make-up information for a particular facility is not contained in the Loop qualification tools, if the Loop qualification tools return unclear or incomplete information, or if CLEC identifies any inaccuracy in the information returned from the Loop qualification tools, and provides Qwest with the basis for CLEC's belief that the information is inaccurate, then CLEC may request, and Qwest will perform a manual search of the company's records, back office systems and databases where Loop information resides. Qwest will provide CLEC via email, the Loop information identified during the manual search within forty-eight (48) hours of Qwest's receipt of CLEC's request for manual search. The email will contain the following Loop makeup information: composition of the Loop material; location and type of pair gain devices, the existence of any terminals, such as Remote Premises or digital Loop terminals, Bridged Tap, and load coils; Loop length, and wire gauge. In the case of Loops served by Digital Loop Carrier, the email will provide the availability of spare feeder and distribution facilities that could be used to provision service to the Customer, including any spare facilities not connected to the Switch and Loop makeup for such spare facilities. After completion of the investigation, Qwest will load the information into the LFACS database, which will populate this Loop information into the fields in the Loop qualification tools.

CLEC may request an audit of Qwest's company records, back office systems and databases pertaining to Loop information pursuant to Section 18 of this Agreement. In addition to the terms specified in Section 18 the following also applies:

"As used herein, "Audit" shall mean a comprehensive review of Qwest's company records, backoffice systems and databases pertaining to Loop information. CLEC may perform, at its expense, one audit per 12-month period commencing with the effective Date of this Agreement. If Qwest can demonstrate that it has conducted an audit as defined herein within the last 12 months and that the results are satisfactory, the CLEC may request an audit only upon demonstration of need.

9.2.2.8.1 ADSL Loop Qualification Tool. CLEC may use the ADSL Loop Qualification tool to pre-qualify the requested circuit utilizing the existing telephone number or address to determine whether it meets ADSL specifications. The qualification process screens the circuit for compliance with the design requirements specified in Qwest Technical Publication 77384 and other applicable Qwest technical publications, if any.

9.2.2.8.2 Raw Loop Data Tools. Qwest offers two (2) types of Raw Loop Data Tool. If CLEC has a digital certificate, CLEC may access the Wire Center Raw Loop Data Tool via: http://.ecom.qwest.com. The Wire Center Raw Loop

Data Tool provides CLEC the following information: Wire Center CLLI code, cable name, pair name, terminal address, MLT distance, segment (F1, F2), sub-segment (e.g., 1 of F1), segment length, segment gauge, Bridged Taps length by segment, Bridged Taps offset distance, load coil type, and pair gain type. CLEC may also access the IMA Raw Loop Data Tool for Loop specific information. The IMA Raw Loop Data Tool may be accessed through IMA-GUI or IMA-XML. This tool provides CLEC the following information: Wire Center CLLI code, cable name, pair name, terminal address, MLT distance, segment (F1, F2), sub-segment (e.g., 1 of F1), segment length, segment gauge, Bridges Taps length by segment, Bridged Taps offset distance, load coil type, number of loads, and pair gain type.

9.2.2.8.3 POTS Conversion to Unbundled Loop Tool. The POTS Conversion to Unbundled Loop Tool is available to CLECs through IMA-GUI or IMA-XML. This tool informs CLEC whether the facility is copper or pair gain and whether there are loads on the Loop.

9.2.2.8.4 MegaBit Qualification Tool. The MegaBit Qualification Tool is available to CLECs through IMA-GUI or IMA-XML. This tool provides a "yes/no" answer regarding the Loop's ability to support Qwest DSL (formerly MegaBit) service. If the MegaBit Qualification Tool returns a "no" answer, it provides a brief explanation.

9.2.2.8.5 ISDN Qualification Tool. The ISDN Qualification Tool is available to CLECs through IMA-GUI or IMA-XML. This tool permits CLEC to view information on multiple lines and will inform CLEC of the number of lines found. If an ISDN capable Loop is found, the tool identifies the facility and, if applicable, pair gain.

9.2.2.8.6 Upon CLEC request, Qwest shall provide CLEC with the complete results of the most current Mechanized Loop Test (“MLT”) Qwest may have previously conducted and retained in the Provisioning of an existing Unbundled Loop. If the requested information exists, Qwest shall provide this information to CLEC via email within forty-eight (48) hours of Qwest's receipt of CLEC's request for this information. Qwest retains the most current MLT results for as long as the Loop remains in service. Qwest continues to retain the most current MLT results for forty-five (45) Days once the Loop is disconnected.

9.2.2.9 The following Provisioning Options are available for Unbundled Loop elements. In addition, CLEC may utilize the Batch Hot Cut Process under the terms and conditions (including the effective date and the term) of the Amendment to the Interconnection Agreement for Elimination of UNE-P and Implementation of Batch Hot Cut Process and Discounts.

9.2.2.9.1 Basic Installation. Basic Installation may be ordered for new or existing Unbundled Loops. Upon completion, Qwest will call CLEC to notify CLEC that the Qwest work has been completed.

9.2.2.9.1.1 For an existing End User Customer, the Basic Installation option is a "lift and lay" procedure. The Central Office Technician (COT) "lifts" the Loop from its current termination and "lays" it on a new termination connecting to CLEC. There is no associated circuit

testing performed.

9.2.2.9.1.2 For new End User Customer service, the Basic Installation option involves the COT and Field Technician (CST/NT) completing circuit wiring and performing the required performance tests to ensure the new circuit meets the required parameter limits. The test results are not provided to CLEC.

9.2.2.9.1.3 For basic installation of existing 2/4 wire analog Loops, Qwest provides a Quick Loop with or without Local Number Portability (LNP) option that enables CLEC to receive the Quick Loop installation interval as set forth in Exhibit C. Quick Loop without LNP installation includes only a simple lift and lay procedure. Quick Loop with LNP installation provides a lift and lay, and the LNP functions. Quick Loop is not available with cooperative testing, coordinated installation, or when unbundling from an IDLC to a copper alternative.

9.2.2.9.2 Basic Installation with Performance Testing. Basic Installation with Performance Testing may be ordered for new or existing Unbundled Loops.

9.2.2.9.2.1 For an existing End User Customer, Basic Installation with Performance Testing is a "lift and lay" procedure. The Central Office Technician (COT) "lifts" the Loop from its current termination and "lays" it on a new termination connecting CLEC. The COT and Implementor/Tester perform the required performance tests to ensure that the new circuit meets required parameter limits.

9.2.2.9.2.2 The Qwest Implementor/Tester will read the test results to CLEC on close-out and email the performance test results within two (2) business days to a single, designated CLEC office email address.

9.2.2.9.2.3 For new End User Customer service, the Basic Installation with Performance Testing option requires a dispatch to the End User Customer premises. This dispatch is included by the non-recurring charge. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure the new circuit meets the required parameter limits. These test results are read to CLEC by the Qwest Implementor/Tester on close-out. Within two (2) business days, Qwest will email the performance test results to a single, designated CLEC office email address.

9.2.2.9.2.4 If Qwest does not provide test results within the time frames in Sections 9.2.2.9.2.2 and 9.2.2.9.2.3, CLEC may initiate a Billing dispute pursuant to Section 21.8. If the result of such Billing dispute is that Qwest failed to provide the verbal test results within the time frames in Sections 9.2.2.9.2.2 and 9.2.2.9.2.3, Qwest will waive the Basic Installation with Performance Testing charge and instead charge CLEC for Basic Installation.

9.2.2.9.3 Coordinated Installation with Cooperative Testing. Coordinated installation with cooperative testing may be ordered for new or existing service.

to do so, Qwest will issue a Qwest Jeopardy notice and a FOC with a new Due Date.

9.2.2.9.6 Performance Testing. Qwest will perform the performance testing necessary to assure that the facility meets appropriate performance parameters. This includes the following performance tests for various Loop types.

Interfering Bridged Tap is defined as any amount of Bridged Tap that would interfere with proper performance parameters as defined in this Section 9.2.2.9.6 and applicable industry standards.

2-Wire and 4-Wire Analog Loops

No Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = 0 to -8.5 dB at 1004 Hz

Automatic Number Identification (ANI) when dial-tone is present

Test for noise

2-Wire and 4-Wire Non-Loaded Loops

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = 0 to -8.5 dB at 1004 Hz

Automatic Number Identification (ANI) when dial-tone is present

Test for noise

Basic Rate ISDN and xDSL-I Capable Loops

No Load Coils/Interfering Bridged Taps, Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = $\leq$ 40 dB at 40 kHz

Automatic Number Identification (ANI) when dial-tone is present

Acceptance testing shall be performed on an end to end or Network Interface (NI) to Network Interface basis using Errored Second Performance Parameters.

DS1 Capable Loops

No Load Coils/Interfering Bridged Taps, Opens, Grounds, Shorts, or Foreign Volts

Run various patterns to verify Line Code Options, timing, equalization and

voltage

DS3 Capable Loops

Continuity Testing

ADSL Compatible Loops

No Load Coils/Interfering Bridged Taps, Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = ≤ 41 dB at 196 kHz

Automatic Number Identification (ANI) when dial-tone is present

9.2.2.9.7 Project Coordinated Installation: A Project Coordinated Installation permits CLEC to obtain a coordinated installation for Unbundled Loops with or without LNP, where CLEC orders Unbundled DS1 Capable, Unbundled DS3 Capable or twenty five (25) or more DS0 Unbundled Loops. The rates for coordinated installations are set forth in Exhibit A. Where LNP is included, see Section 10.2.5.4 for rate elements.

9.2.2.9.7.1 The date and time for the Project Coordinated Installation requires up-front planning and may need to be negotiated between Qwest and CLEC. All requests will be processed on a first come, first served basis and are subject to Qwest's ability to meet a reasonable demand. Considerations such as system down time, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same FDT in the same Switch (Switch contention) must be reviewed. In the event that any of these situations would occur, Qwest will negotiate with CLEC for an agreed upon FDT, prior to issuing the Firm Order Confirmation (FOC). In special cases where CLEC is ordering Unbundled Loop with LNP, the FDT must be agreed upon, the interval to reach agreement will not exceed two (2) Days from receipt of an accurate LSR. In addition, intervals in Exhibit C will apply.

9.2.2.9.7.2 CLEC shall request a Project Coordinated Installation by submitting an LSR and designating this order as a Project Coordinated Installation in the remarks section of the LSR form.

9.2.2.9.7.3 CLEC will incur additional incremental charges for the Project Coordinated Installation dependent upon the coordinated time. The rates are based upon whether the request is within Qwest's normal business hours or Out Of Hours. Qwest normal business hours for Unbundled Loops are 8:00 a.m. to 5:00 p.m., Monday through Friday. The rates for incremental charges are set forth in the Miscellaneous Charges Section 9.20.2 of Exhibit A.

9.2.2.9.7.4 Qwest will schedule the appropriate number of employees prior to the cut, normally not to exceed four employees, based upon information provided by CLEC. If the Project Coordinated Installation includes LNP, CLEC will also have appropriate personnel scheduled for

network, then Qwest will waive or refund to CLEC any Maintenance of Service Charges assessed to CLEC for that same trouble ticket. If Qwest reported no trouble found in its network but, as a result of a repeat trouble (accepted trouble), CLEC demonstrates that the trouble is in Qwest's network, CLEC will charge Qwest a trouble isolation charge as described in Section 12.4.1.8.

9.2.5.2.1 Upon request by either Party, CLEC and Qwest will schedule a joint repair appointment. CLEC and Qwest technicians will meet at the agreed upon location at the scheduled time. If the Qwest technician does not show up at, or within thirty minutes following, the scheduled time, and trouble is found to be in the Qwest network, Qwest will credit CLEC the Maintenance of Service Charge, if any, as set forth in Exhibit A at 9.20, or CLEC's actual cost for the dispatch, whichever is less. If the CLEC technician does not show up at, or within thirty minutes following, the scheduled time and the trouble is found to be in CLEC's network, Qwest will charge, and CLEC will not dispute, the Maintenance of Service and Dispatch charges, if any, as set forth in Exhibit A at 9.20, associated with that technician dispatch.

9.2.5.3 When CLEC elects not to perform trouble isolation and Qwest dispatches to perform tests on the Unbundled Loop at CLEC's request, a Maintenance of Service Charge shall apply if the trouble is not in Qwest's facilities. Maintenance and Repair processes are set forth in Section 12.3 of this Agreement. Maintenance of Service Charges are set forth in Exhibit A.

9.2.5.4 Qwest will maintain detailed records of trouble reports of CLEC-ordered Unbundled Loops comparing CLEC provided data with internal data, and evaluate such reports on at a minimum of a quarterly basis to determine the cause of Loop problems. Qwest will conduct a quarterly root cause analysis of problems associated with UNE Loops provided to CLECs by Qwest. Based on this analysis, Qwest will take corrective measure to fix persistent and recurrent problems, reporting to CLECs on the analysis and the process changes that are implemented to fix the problems.

9.2.5.5 Qwest shall allow access to the NID for testing purposes where access at the Demarcation Point is not adequate to allow testing sufficient to isolate troubles; in the event that Qwest chooses not to allow such access, Qwest must conduct the testing and it shall waive any trouble isolation and dispatch charges that may otherwise be applicable.

9.2.6. Spectrum Management

9.2.6.1 Qwest will provide 2/4 Wire non-loaded Loops, ADSL compatible Loops, ISDN capable Loops, xDSL-I capable Loops, DS1 capable Loops and DS3 capable Loops (collectively referred to in this Section 9.2.6 as "xDSL Loops") in a non-discriminatory manner to permit CLEC to provide Advanced Services to its End User Customers. Such Loops are defined herein and are in compliance with FCC requirements and guidelines recommended by the Network Reliability and Interoperability Council (NRIC) to the FCC, such as guidelines set forth in T1-417.

9.2.6.2 When ordering xDSL Loops, CLEC will provide Qwest with appropriate information using NC/NCI codes to describe the Power Spectral Density Mask (PSD) for the type of technology CLEC will deploy. If CLEC notifies Qwest a service is significantly

degrading the performance of other Advanced Services or traditional voice band services on one of its facilities, within forty-eight (48) hours Qwest will provide CLEC with binder group information including cable, pair, Carrier, NC/NCI Code information and PSD class to allow CLEC to notify the causing Carrier of the problem. Such information provided by Qwest shall be considered Confidential Information pursuant to Section 5.16 of this Agreement. CLEC also agrees to notify Qwest of any change in Advanced Services technology that results in a change in spectrum management class on the xDSL Loop. Qwest agrees CLEC need not provide the speed or power at which the newly deployed or changed technology will operate if the technology fits within a generic PSD mask. Information provided by CLEC pursuant to this Section 9.2.6.2 shall be deemed Confidential Information pursuant to Section 5.16 of this Agreement.

9.2.6.3 If CLEC wishes to deploy new technology not yet designated with a PSD mask, Qwest and CLEC agree to work cooperatively to determine Spectrum Compatibility. Qwest and CLEC agree, as defined by the FCC, that technology is presumed acceptable for deployment when it complies with existing industry standards, is approved by a standards body or by the FCC or Commission, of if technology has been deployed elsewhere without a "significant degradation of service".

9.2.6.4 Qwest recognizes that the analog T1 service traditionally used within its network is a "known Disturber" as designated by the FCC. Qwest will place such T1s, by whoever employed, within Binder Groups in a manner that minimizes interference. Where such placement is insufficient to eliminate interference that disrupts other services being provided, Qwest shall, whenever it is Technically Feasible, replace its T1 technology with a technology that will eliminate undue interference problems. Qwest also agrees that any future "known Disturber" defined by the FCC or the Commission will be managed as required by FCC or Commission rules and orders and industry standards.

9.2.6.5 If either Qwest or CLEC claims a service is significantly degrading the performance of other Advanced Services or traditional voice band services, then that Party must notify the causing Carrier and allow the causing Carrier a reasonable opportunity to correct the problem. Upon notification, the causing Carrier shall promptly take action to bring its facilities/technology into compliance with industry standards. Upon request, within forty-eight (48) hours, Qwest will provide CLEC with binder group information including cable, pair, Carrier and PSD class to allow CLEC to notify the causing Carrier.

9.2.6.6 If CLEC is unable to isolate trouble to a specific pair within the binder group, Qwest, upon receipt of a trouble resolution request, will perform a main frame pair by pair analysis and provide results to CLEC within five (5) business days.

9.2.6.7 Reserved for Future Use.

9.2.6.8 Qwest will not have the authority to unilaterally determine what Advanced Services technologies may be deployed or to resolve any dispute over spectral interference among Carriers. Notwithstanding any other provision herein, Qwest shall not disconnect Carrier services to resolve a spectral interference dispute, except when voluntarily undertaken by the interfering Carrier or Qwest is ordered to do so by a Commission or other authorized dispute resolution body. CLEC may submit any claims for resolution under Section 5.18 of this Agreement.

12.1.6 Change Management

12.1.6.1 Qwest agrees to maintain a change management process, known as the Change Management Process (CMP), that is consistent with or exceeds industry guidelines, standards and practices to address Qwest's OSS, products and processes. The CMP shall include the following: (i) provide a forum for CLEC and Qwest to discuss CLEC and Qwest change requests (CR), CMP notifications, systems release life cycles, and communications; (ii) provide a forum for CLECs and Qwest to discuss and prioritize CRs, where applicable pursuant to Exhibit G; (iii) develop a mechanism to track and monitor CRs and CMP notifications; (iv) establish intervals where appropriate in the process; (v) processes by which CLEC impacts that result from changes to Qwest's OSS, products or processes can be promptly and effectively resolved; (vi) processes that are effective in maintaining the shortest timeline practicable for the receipt, development and implementation of all CRs; (vii) sufficient dedicated Qwest processes to address and resolve in a timely manner CRs and other issues that come before the CMP body; (viii) processes for OSS Interface testing; (ix) information that is clearly organized and readily accessible to CLECs, including the availability of web-based tools; (x) documentation provided by Qwest that is effective in enabling CLECs to build an electronic gateway; and (xi) a process for changing CMP that calls for collaboration among CLECs and Qwest and requires agreement by the CMP participants. Pursuant to the scope and procedures set forth in Exhibit G, Qwest will submit to CLECs through the CMP, among other things, modifications to existing products and product and technical documentation available to CLECs, introduction of new products available to CLECs, discontinuance of products available to CLECs, modifications to Pre-ordering, Ordering/Provisioning, Maintenance and Repair or Billing processes, introduction of Pre-ordering, Ordering, Provisioning, Maintenance and Repair or Billing processes, discontinuance of Pre-ordering, Ordering/Provisioning, Maintenance and Repair or Billing processes, modifications to existing OSS interfaces, introduction of new OSS interfaces, and retirement of existing OSS interfaces. Qwest will maintain as part of CMP an escalation process so that CMP issues can be escalated to a Qwest representative authorized to make a final decision and a process for the timely resolution of disputes. The governing document for CMP is attached as Exhibit G (the "CMP Document").

12.1.6.1.1 In the course of establishing operational ready system interfaces between Qwest and CLEC to support local service delivery, CLEC and Qwest may need to define and implement system interface specifications that are supplemental to existing standards. CLEC and Qwest will submit such specifications to the appropriate industry standards committee and will work towards their acceptance as standards.

12.1.6.1.2 Release updates will be implemented pursuant to the CMP set forth in Exhibit G.

12.1.6.1.3 Qwest will maintain the most current version of the CMP Document on its wholesale web site. In CMP, incorporating a change into the CMP Document requires unanimous agreement using the Voting Process currently set forth in Section 17.0 of Exhibit G. Modifications to the CMP Document will be incorporated as part of this Agreement, and will not require the execution or filing of any Amendment to this Agreement, only if the vote to change the CMP Document is unanimous.

12.1.6.1.4 In cases of conflict between changes implemented through CMP and this Agreement, the rates, terms and conditions of this Agreement shall prevail as between Qwest and CLEC. In addition, if changes implemented through CMP do not necessarily present a direct conflict with this Agreement, but would abridge or expand the rights of a Party to this Agreement, the rates, terms and conditions of this Agreement shall prevail as between Qwest and CLEC.

12.2 Pre-Ordering, Ordering, and Provisioning

12.2.1 Qwest will provide access to Pre-Ordering, Ordering and post-ordering functions, including order status. CLEC will populate the service request (e.g., Local Service Request or Access Service Request) to identify what features, services, or elements it wishes Qwest to provision in accordance with this Agreement and, to the extent not inconsistent with this Agreement, Qwest's published business rules.

12.2.1.1 Qwest shall provide all Provisioning services to CLEC during the same business hours that Qwest provisions services for its End User Customers. Qwest will provide out-of-hours Provisioning services to CLEC on a non-discriminatory basis as it provides such Provisioning services to itself, its End User Customers, its Affiliates or any other party. Qwest shall disclose the business rules regarding out-of-hours Provisioning on its wholesale website.

12.2.1.2 Expedites. CLEC may request a Due Date earlier than the applicable Due Date interval for that product or service. Requests for expedites can be made either prior to, or after, submitting CLEC's service request.

12.2.1.2.1 Intentionally Left Blank

12.2.1.2.2 Qwest will grant and process CLEC's expedite request, but the expedite charges in Exhibit A will apply, unless the need for the expedite is caused by Qwest.

12.2.1.2.3 Nothing in this Section 12.2.1.2 alters whether a non-recurring installation charge in Exhibit A applies to the CLEC order pursuant to the terms of the applicable section of this Agreement. The expedite charge, if applicable, is separate from the installation charge.

12.2.2 Service Requests**:** Qwest offers various ordering methods to submit service requests for products and services under this Agreement. Before submitting such requests, the Parties will follow the procedures set forth in Section 3. Electronic access can be accomplished using Dial-up capability using CLEC's local computer, direct connection via a dedicated circuit (e.g., XML or QORA), or web access (e.g., GUI). Products and services may be ordered using Local Service Requests (LSRs), Access Service Requests (ASRs), or other forms, as described below.

12.2.2.1 Local Service Requests: CLEC may choose to submit Local Service Requests (LSRs) manually or electronically, via Qwest's Extensible Markup Language (XML) tool or Qwest's web based Graphical User Interface (GUI).

12.2.2.1.1 The interface guidelines for XML are based upon the Order & Billing Forum (OBF) Local Service Order Guidelines (LSOG), the

less than the BTN, service order number, PON, service name and address, the WTN the activity took place on and date the service order completed (the date the change was completed). Individual reports will be provided for at least the following list of products:

a) Resale; and

b) Unbundled Loop.

12.3.7.1.1.1 For any inquiries, repairs or disputes relating to or arising from this report or lines missing from this report, Qwest shall not require CLEC to provide any Customer-identifying or order-identifying information, to Qwest that is not detailed in the report and is not required by OBF guidelines. Qwest will address the inquiry, repair, or dispute. If such information would be helpful in doing so, but has not been provided it in the report, Qwest will obtain the information internally.

12.3.7.1.2 Completion Report provides CLEC with a daily report. This report is used to advise CLEC that the order(s) for the previous day's activity for the service(s) requested is complete. This includes service orders Qwest generates without an LSR (for example, records correction work, PIC or Maintenance and Repair charges). This report will include detailed information consistent with OBF guidelines, but no less than the BTN, service order number, PON, service name and address, the WTN the activity took place on and date the service order completed (the date the change was completed). Individual reports will be provided for Resale and Unbundled Loop.

12.3.7.1.2.1 For any inquiries, repairs or disputes relating to or arising from this report or lines missing from this report, Qwest shall not require CLEC to provide any Customer-identifying or order-identifying information, to Qwest that is not detailed in the report and is not required by OBF guidelines. Qwest will address the inquiry, repair, or dispute. If such information would be helpful in doing so, but has not been provided it in the report, Qwest will obtain the information internally.

12.4 Maintenance and Repair

12.4.0 Maintenance and Repair processes include trouble screening, isolation, and testing; trouble reporting and trouble status; activities to resolve troubles or perform maintenance work; and trouble closure. To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a repair center for such service. Each Party shall furnish a trouble reporting telephone number for the designated repair center. This number shall give access to the location where records are normally located and where current status reports on any trouble reports are readily available. If necessary, alternative out-of-hours procedures shall be established to ensure access to a location that is staffed and has the authority to initiate corrective action.

12.4.0.1 Qwest will provide repair and maintenance for all services covered by this Agreement in substantially the same time and manner as that which Qwest provides for itself, its End User Customers, its Affiliates, or any other party. Qwest shall provide CLEC repair status information in substantially the same time and manner Qwest provides for its retail services.

12.4.0.2 During the term of this Agreement, Qwest will provide necessary maintenance business process support to allow CLEC to provide similar service quality to that provided by Qwest to itself, its End User Customers, its Affiliates, or any other party.

12.4.0.3 Qwest will perform repair service that is substantially the same in timeliness and quality to that which it provides to itself, its End User Customers, its Affiliates, or any other party. Trouble calls from CLEC shall receive response time priority that is substantially the same as that provided to Qwest, its End User Customers, its Affiliates, or any other party and shall be handled in a non-discriminatory manner.

12.4.1 Trouble Screening, Isolation and Testing

12.4.1.1 Before either Party reports a trouble condition, it shall use its best efforts to isolate the trouble to the other Party's facilities. The Parties shall cooperate in isolating trouble conditions. In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to other interconnecting CLECs as itself, its End User Customers, its Affiliates, or any other party.

12.4.1.2 Qwest will cooperate with CLEC to show CLEC how Qwest screens trouble conditions in its own centers, so that CLEC may choose to employ similar techniques in its centers.

12.4.1.3 CLEC is responsible for its own End User Customer base and will have the responsibility for resolution of any service trouble report(s) from its End User Customers. CLEC will perform trouble isolation on services it provides to its End User Customers to the extent the capability to perform such trouble isolation is available to CLEC, prior to reporting trouble to Qwest. For services and facilities where the capability to test all or portions of the Qwest network service or facility rest with Qwest, Qwest will make such capability available to CLEC to perform appropriate trouble isolation and screening. CLEC shall have access for testing purposes at the Demarcation Point, NID, or Point of Interface. Qwest will work cooperatively with CLEC to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of Qwest's network. Qwest and CLEC will report trouble isolation test results to the other. Each Party shall be responsible for the costs of performing trouble isolation on its facilities, subject to Sections 12.4.1.5 and 12.4.1.6.

12.4.1.4 Notwithstanding any other provision of this Section 12.4.1, when CLEC does not have the ability to diagnose and isolate trouble on a Qwest line, circuit, or service provided in this Agreement that CLEC is utilizing to serve an End User Customer, Qwest will conduct testing, to the extent testing capabilities are available to Qwest, to diagnose and isolate a trouble in substantially the same time and manner that Qwest provides for itself, its End User Customers, its Affiliates, or any other party.

12.4.1.5 When CLEC requests that Qwest perform trouble isolation with CLEC, a Maintenance of Service Charge, if any, will apply when Qwest dispatches a technician and the trouble is found to be on the End User Customer's side of the Demarcation Point. If the trouble is on the End User Customer's side of the Demarcation Point, and the CLEC authorizes Qwest to repair trouble on the CLEC's behalf, Qwest will charge CLEC the appropriate Additional Labor Charge set forth in Exhibit A in addition to the

Maintenance of Service Charge, if any.

12.4.1.5.1 If the circuit is on Pair Gain, or like equipment that CLEC or Qwest cannot test through, and CLEC advises Qwest of this, Qwest will not assess testing charges. Whether other charges, (including charges with a testing component) such as dispatch charges, Maintenance of Service charges, Trouble Isolation Charges, apply will be governed by the provisions of this Agreement associated with such charges (e.g., 6.6.4 and 9.2.5.2).

12.4.1.6 When CLEC elects not to perform trouble isolation and CLEC requests Qwest to perform optional testing, Qwest will charge CLEC the applicable optional testing rate as set forth in Exhibit A. If after completing the optional testing Qwest dispatches a technician at CLEC request, a Maintenance of Service Charge shall apply if the trouble is not in Qwest's facilities, including Qwest's facilities leased by CLEC. Maintenance of Service Charges are set forth in Exhibit A. When trouble is found on Qwest's side of the Demarcation Point, or Point of Interface during the investigation of the initial or repeat trouble report for the same line or circuit within thirty (30) Days, Maintenance of Service Charges shall not apply.

12.4.1.6.1 If the circuit is on Pair Gain, Qwest will not assess optional testing charges.

12.4.1.6.2 Prior to Qwest conducting a test on a line, circuit, or service provided in this Agreement that CLEC is using to serve an End User Customer, Qwest must receive a trouble report from CLEC.

12.4.1.7 For the purposes of Section 12.4.1.8, Trouble Reports means trouble reports received via (MEDIACC, CEMR or successor system, if any) or reported to one of Qwest's call or repair centers.and managed or tracked within Qwest's call center databases and Qwest's WFA (Work Force Administration and MTAS (Maintenance Tracking Administration System) and successor systems, if any.

12.4.1.8 Where Qwest has billed CLEC for Maintenance of Services or Trouble Isolation ("TIC") charges for a CLEC Trouble Report, Qwest will remove such Maintenance of Services or TIC charge from CLEC's account and CLEC may bill Qwest for its repeat dispatch(es) to recover a Maintenance of Services or TIC charge or CLEC's actual costs, whichever is less, if all of the following conditions are met:

(a) the repeat Trouble Report(s) is the same trouble as the Trouble Report ("Repeat Trouble"), as is demonstrated by CLEC's test results isolated between consecutive CLEC access test points; and

(b) the Repeat Trouble is reported within (3) business days of the prior trouble ticket closure; and

(c) the Repeat Trouble has been found to be in the facilities owned or maintained by Qwest or Qwest facilities leased by CLEC; and

(d) CLEC has provided the circuit specific test results for the tests required by Section 12.4.1.1, on the prior and Repeat Trouble that indicates there is trouble in Qwest's network, consistent with the CLEC efficient use of space available for the purposes of providing test results on the Qwest standard trouble ticket form.

(If CLEC does not provide test results, Qwest will bill and CLEC will pay for optional testing where applicable pursuant to Section 12.4.1.6); and

(e) CLEC's demonstration of its technician dispatch on the prior and Repeat Trouble; provided that such demonstration is sufficient when documented by CLEC's records that are generated and maintained in the ordinary course of CLEC's business.

(i) If, however, CLEC does not use remote testing capability, a technician dispatch is required for both the prior and Repeat Trouble. Where CLEC uses remote testing capability and provides the test results describe in subsection (d) of Section 12.4.1.8, CLEC must demonstrate the technician dispatch pursuant to subsection (e) of Section 12.4.1.8 only for the Repeat Trouble.

12.4.2 Trouble Reports and Trouble Status

12.4.2.1 The first time a trouble is reported, Qwest will assign a trouble report tracking number, as described in Section 12.1.3.3.3.1.1.

12.4.2.2 CLEC may report trouble to Qwest through the Electronic Bonding or GUI interfaces provided by Qwest or manually through the support centers described above in Section 12.1.3.3.3.

12.4.2.2.1 Qwest shall provide electronic interface gateways, including an Electronic Bonding interface and a GUI interface, for reviewing a End User Customer's trouble history at a specific location, conducting testing of a End User Customer's service where applicable, reporting trouble to facilitate the exchange of updated information and progress reports between Qwest and CLEC while the trouble report is open and a Qwest technician is working on the resolution. For designed services, Qwest will not close the trouble report prior to verification with CLEC that trouble is cleared.

12.4.2.2.2 CLEC may access the status of manually reported trouble through the electronic interfaces described in Section 12.4.2.2.1.

12.4.2.3 CLEC may review the status of trouble reports and messages posted by Qwest technicians through the Electronic Bonding or GUI interfaces provided by Qwest or manually by contacting the support centers described above in Section 12.1.3.3.3.

12.4.2.3.1 On manually-reported trouble, Qwest will inform CLEC of repair completion in substantially the same time and manner as Qwest provides to itself, its End User Customers, its Affiliates, or any other party. On electronically reported trouble reports the electronic system will automatically update status information, including trouble completion, across the joint electronic gateway as the status changes.

12.4.2.4 Qwest will notify CLEC, in substantially the same time and manner as Qwest provides this information to itself, its End User Customers, its Affiliates, or any other party, that a trouble report commitment (appointment or interval) has been or is likely to be missed. At CLEC option, notification may be sent by e-mail or through the

electronic interface. CLEC may telephone the Qwest repair center or use the electronic interfaces to obtain jeopardy status.

12.4.2.5 Similar trouble conditions, whether reported on behalf of Qwest End User Customers or on behalf of CLEC End User Customers, will receive commitment intervals in substantially the same time and manner as Qwest provides for itself, its End User Customers, its Affiliates, or any other party.

12.4.2.6 Manually-reported repair calls by CLEC to Qwest will be answered with the same quality and speed as Qwest answers calls from its own End Users Customers.

12.4.3 Activities to Resolve Trouble Reports or Perform Maintenance and Repair Work

12.4.3.1 A CLEC trouble report is prioritized without regard to the service provider, including Qwest.

12.4.3.2 Qwest will cooperate with CLEC to meet the Maintenance and Repair standards outlined in this Agreement.

12.4.3.3 When CLEC reports that CLEC has isolated trouble to the Qwest network, Qwest will perform trouble isolation to the extent the capability to perform such trouble isolation is available to Qwest.

12.4.3.3.1 Prior to requiring access to the End User Customer premises, Qwest will conduct testing to determine if the trouble can be resolved without access to the End User Customer premises. Outside of normal business hours, Qwest will not dispatch to the last testable point in a circuit if isolation can be obtained via remote testing. If the circuit can be tested as needed and the trouble can be resolved without access to the End User Customer premises, Qwest will proceed with resolving the trouble.

12.4.3.4 Qwest shall test to ensure electrical continuity of all UNEs, including Central Office Demarcation Point, and services it provides to CLEC prior to closing a trouble report.

12.4.3.5 Qwest Maintenance and Repair and routine test parameters and levels will be in compliance with Qwest's Technical Publications, which will be consistent with Telcordia's General Requirement Standards for Network Elements, Operations, Administration, Maintenance and Reliability and/or the applicable ANSI standard.

12.4.3.6 Dispatch: Qwest will provide dispatch personnel in substantially the same time and manner it provides for itself, its End User Customers, its Affiliates, or any other party.

12.4.3.6.1 Upon the receipt of a trouble report from CLEC, Qwest will follow internal processes and industry standards to resolve the repair condition. Qwest will dispatch Maintenance and Repair personnel when needed to repair the condition. Initially, it will be Qwest's decision whether or not to send a technician out on a dispatch. Qwest will make this dispatch decision based on the best information available to it in the trouble resolution process. It is not always necessary to dispatch to resolve trouble. Qwest will only charge for a dispatch if it dispatches and the trouble is not found to be in the Qwest network.

12.4.3.6.2 For POTS lines and designed service circuits, Qwest is responsible for all Maintenance and Repair of the line or circuit and will make the determination to dispatch to locations other than the CLEC End User Customer Premises without prior CLEC authorization. For dispatch to the CLEC End User Customer Premises, Qwest shall obtain prior CLEC authorization with the exception of major network outage restoration, cable rearrangements, and MTE terminal Maintenance and Repair or replacement.

12.4.3.6.3 Whenever a Qwest technician is dispatched to an End User Customer premise other than for the sole purpose of tagging of the Demarcation Point, CLEC may request Qwest to place a tag accurately identifying the line or circuit, including the telephone number or Qwest Circuit ID, at the Demarcation Point if such a tag is not present. Qwest will perform such tagging at no charge to CLEC. If CLEC is requesting the dispatch solely for purposes of having Qwest tag the Demarcation Point, see Section 12.3.1.1.

12.4.3.7 Intentionally Left Blank.

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12.4.3.9 Intentionally Left Blank.

12.4.3.10 Major Outages/Restoral/Notification

12.4.3.10.1 Intentionally Left Blank.

12.4.3.10.2 Qwest will notify CLEC of major network outages via e-mail to CLEC's identified contact. With the minor exception of certain Proprietary Information such as End User Customer information, Qwest will utilize the same thresholds and processes for external notification as it does for internal purposes. This major network outage information will be sent via e-mail on the same schedule as is provided internally within Qwest. The email notification schedule shall consist of initial report of abnormal condition and estimated restoration time/date, abnormal condition updates, and final disposition. Service restoration will be non-discriminatory, and will be accomplished as quickly as possible according to Qwest and/or industry standards.

12.4.3.10.3 Qwest will meet with associated personnel from CLEC to share contact information and review Qwest's outage restoral processes and notification processes.

12.4.3.10.4 Qwest's emergency restoration process operates on a 7X24 basis.

12.4.3.10.5 Qwest may have an obligation to report network outages or other network troubles to the Commission in accordance with Applicable Law. In the event CLEC provides services to one or more End User Customers though the use of Resale or Unbundled Network Elements and there is a network outage or service trouble that Qwest must report to the Commission, Qwest shall make such reports on behalf of itself and CLEC.

12.4.3.11 Protective Maintenance and Repair

12.4.3.11.1 Qwest will work cooperatively with CLEC to develop industry-wide processes to provide as much notice as possible of pending maintenance activity. Qwest shall provide notice of potentially CLEC End User Customer impacting maintenance activity, to the extent Qwest can determine such impact, and negotiate mutually agreeable dates with CLEC in substantially the same time and manner as it does for itself, its End User Customers, its Affiliates, or any other party.

12.4.3.11.2 Qwest shall advise CLEC of non-scheduled Maintenance and Repair, testing, monitoring, and surveillance activity to be performed by Qwest on any Services, including, to the extent Qwest can determine, any hardware, equipment, software, or system providing service functionality which may potentially impact CLEC and/or CLEC End User Customers. Qwest shall provide the maximum advance notice of such non-scheduled Maintenance and Repair and testing activity possible, under the circumstances; provided, however, that Qwest shall provide emergency Maintenance and Repair as promptly as possible to maintain or restore service and shall advise CLEC promptly of any such actions it takes.

12.4.3.11.3 Qwest will perform scheduled maintenance of substantially the same type and quality to that which it provides to itself, its End User Customers, its Affiliates, or any other party.

12.4.3.12 Switch and Frame Conversion Service Order Practices

12.4.3.12.1 Switch Conversions. Switch conversion activity generally consists of the removal of one Switch and its replacement with another. Generic Switch software or hardware upgrades, the addition of Switch line and trunk connection hardware and the addition of capacity to a Switch do not constitute Switch conversions.

12.4.3.12.2 Frame Conversions. Frame conversions are generally the removal and replacement of one or more frames, upon which the Switch Ports terminate.

12.4.3.12.3 Conversion Date. The “Conversion Date” is a Switch or frame conversion planned day of cut-over to the replacement frame(s) or Switch. The actual conversion time typically is set for midnight of the Conversion Date. This may cause the actual Conversion Date to migrate into the early hours of the day after the planned Conversion Date.

12.4.3.12.4 Conversion Embargoes. A Switch or frame conversion embargo is the time period that the Switch or frame Trunk Side facility connections are frozen to facilitate conversion from one Switch or frame to another with minimal disruption to the End User Customer or CLEC services. During the embargo period, Qwest will reject orders for Trunk Side facilities (see Section 12.4.3.12.5) other than conversion orders described in Section 12.4.3.12.7. Notwithstanding the foregoing and to the extent Qwest provisions trunk or trunk facility related service orders for itself, its End User Customers, its Affiliates, or any other party during embargoes, Qwest shall provide CLEC the same capabilities.

12.4.3.12.5 ASRs for Switch or frame Trunk Side facility Augments to capacity or changes to Switch or frame Trunk Side facilities must be issued by CLEC with a Due Date prior to or after the appropriate embargo interval as identified in the ICONN database. Qwest shall reject Switch or frame Trunk Side ASRs to Augment capacity or change facilities issued by CLEC or Qwest, its End User Customers, its Affiliates or any other party during the embargo period, regardless of the order's Due Date except for conversion ASRs described in Section 12.4.3.12.7.

12.4.3.12.6 For Switch and Trunk Side frame conversions, Qwest shall provide CLEC with conversion trunk group service requests (TGSR) no less than ninety (90) Days before the Conversion Date.

12.4.3.12.7 For Switch and Trunk Side frame conversions, CLEC shall issue facility conversion ASRs to Qwest no later than thirty (30) Days before the Conversion Date for like-for-like, where CLEC mirrors their existing circuit design from the old Switch or frame to the new Switch or frame, and sixty (60) Days before the Conversion Date for addition of trunk capacity or modification of circuit characteristics (i.e., change of AMI to B8ZS).

12.4.3.12.8 Frame Embargo Period. During frame conversions, service orders and ASRs shall be subject to an embargo period for services and facilities connected to the affected frame. For conversion of trunks where CLEC mirrors their existing circuit design from the old frame to the new frame on a like-for-like basis, such embargo period shall extend from thirty (30) Days prior to the Conversion Date until 5 Days after the Conversion Date. If CLEC requests the addition of trunk capacity or modification of circuit characteristics (i.e., change of AMI to B8ZS) to the new frame, new facility ASRs shall be placed, and the embargo period shall extend from 60 Days prior to the Conversion Date until 5 Days after the Conversion Date. Prior to instituting an embargo period, Qwest shall identify the particular dates and locations for frame conversion embargo periods on its web site in the ICONN database described in Section 12.1.3.2.5 above.

12.4.3.12.9 Switch Embargo Period. During Switch conversions, service orders and ASRs shall be subject to an embargo period for services and facilities associated with the Trunk Side of the Switch. For conversion of trunks where CLEC mirrors their existing circuit design from the old Switch to the new Switch on a like-for-like basis, such embargo period shall extend from thirty (30) Days prior to the Conversion Date until five (5) Days after the Conversion Date. If CLEC requests the addition of trunk capacity or modification of circuit characteristics to the new Switch, new facility ASRs shall be placed, and the embargo period shall extend from sixty (60) Days prior to the Conversion Date until five (5) Days after the Conversion Date. Prior to instituting an embargo period, Qwest shall identify the particular dates and locations for Switch conversion embargo periods on its web site in the ICONN database described in Section 12.1.3.2.5 above.

12.4.3.12.10 Switch and Frame Conversion Quiet Periods for LSRs. Switch and frame conversion quiet periods are the time period within which LSRs may not contain Due Dates, with the exception of LSRs that result in disconnect

orders, including those related to LNP orders, record orders, Billing change orders for non-switched products, and emergency orders.

12.4.3.12.10.1 LSRs of any kind issued during Switch or frame conversion quiet periods create the potential for loss of End User Customer service due to manual operational processes caused by the Switch or frame conversion. LSRs of any kind issued during the Switch or frame conversion quiet periods will be handled as set forth below, with the understanding that Qwest shall use its best efforts to avoid the loss of End User Customer service. In the event that CLEC End User Customer service is disconnected in error, Qwest will restore CLEC End User Customer service through the process described in Sections 12.1.3.3.

12.4.3.12.10.2 The quiet period for Switch conversions, where no LSRs except those requesting order activity described in Section 12.4.2.12.10 are processed for the affected location, extends from five (5) Days prior to conversion until two (2) Days after the conversion and is identified in the ICONN database.

12.4.3.12.10.3 The quiet period for frame conversions, where no LSRs except those requesting order activity described in Section 12.4.2.12.10 are processed or the affected location, extends from five (5) Days prior to conversion until two (2) Days after the conversion.

12.4.3.12.10.4 LSRs, except those requesting order activity described in Section 12.4.2.12.10, (i) must be issued with a Due Date prior to or after the conversion quiet period and (ii) may not be issued during the quiet period. LSRs that do not meet these requirements will be rejected by Qwest.

12.4.3.12.10.5 LSRs requesting disconnect activity issued during the quiet period, regardless of requested Due Date, will be processed after the quiet period expires.

12.4.3.12.10.6 CLEC may request a Due Date change to a LNP related disconnect scheduled during quiet periods up to 1:00 P.M. Central Time the day prior to the scheduled LSR Due Date. Such changes shall be requested by issuing a supplemental LSR requesting a Due Date change. Such changes shall be handled as emergency orders by Qwest.

12.4.3.12.10.7 CLEC may request a Due Date change to a LNP related disconnect order scheduled during quiet periods after 1:00 P.M. Central Time the day prior to the scheduled LSR Due Date until 1:00 P.M. Central Time the day after the scheduled LSR Due Date. Such changes shall be requested by issuing a supplemental LSR requesting a Due Date change and contacting the Interconnect Service Center. Such changes shall be handled as emergency orders by Qwest.

12.4.3.12.11 Switch Upgrades. Generic Switch software and hardware upgrades are not subject to the Switch conversion embargoes or quiet periods described above. If such generic Switch or software upgrades require significant

activity related to translations, an abbreviated embargo and/or quiet period may be required.

12.4.3.12.12 Switch Line and Trunk Hardware Additions. Qwest shall use its best efforts to minimize CLEC service order impacts due to hardware additions and modifications to Qwest's existing Switches.

12.4.3.13 Major Switch Maintenance and Repair Hours and Notices

12.4.3.13.1 Generally, Qwest performs major Switch Maintenance and Repair activities off-hours, during certain "Maintenance and Repair windows." Major Switch Maintenance and Repair activities include Switch conversions, Switch generic upgrades and Switch equipment additions.

12.4.3.13.2 Generally, the Maintenance and Repair window is between 11:00 p.m. through 7:00 a.m. Monday through Friday, and Saturday 11:00 p.m. through Monday 7:00 a.m., Central Time. Although Qwest normally does major Switch Maintenance and Repair during the above Maintenance and Repair window, there will be occasions where this will not be possible. Qwest will provide notification of any and all Maintenance and Repair activities that may impact CLEC Ordering practices such as embargoes, moratoriums, and quiet periods in substantially the same time and manner as Qwest provides this information to itself, its End User Customers, its Affiliates, or any other party.

12.4.3.13.3 Planned generic upgrades to Qwest Switches will be available to CLEC via Qwest's Web site in the ICONN database, which is described in Section 12.1.3.2.5 above.

12.4.3.14 Impairment of Service

12.4.3.14.1 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not: 1) interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring Carriers involved in its services; 2) cause damage to the plant of the other Party, its affiliated companies, or its connecting concurring Carriers involved in its services; 3) violate any Applicable Law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is referred to as an "Impairment of Service."

12.4.3.14.2 If it is confirmed that either Party is causing an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the Impaired Party) shall promptly notify the Party causing the Impairment of Service (the Impairing Party) of the nature and location of the problem. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service.

12.4.3.15 Inside Wire Maintenance: Except where specifically required by state or federal regulatory mandates, Qwest will not perform any maintenance of inside wire

(premises wiring beyond the End User Customer's Demarcation Point) for CLEC or its End User Customers.

12.4.4 Trouble Report Closure

12.4.4.1 When Qwest closes a trouble report, Qwest will assign a code accurately identifying the reason or cause for service problems and the action taken (i.e., a "disposition code").

12.4.4.2 Qwest will notify CLEC of the disposition code upon request. For Maintenance and Repair trouble reports, the disposition code and any remarks will also be available through electronic interface (e.g., Customer Electronic Maintenance and Repair (CEMR)). CLEC closed trouble reports will be available to CLEC via the history function in the electronic interface (e.g., CEMR).

12.4.4.3 Qwest will provide a web based tool (currently known as Maintenance and Repair Invoice Tool) that allows CLEC to access electronic copies of Qwest repair invoice information. The repair invoice information will include the time and material information that Qwest provides to its retail End User Customers on their time and material invoices. Qwest, through this tool, will provide access to at least the telephone number or circuit identification, CLEC ticket number, Qwest ticket number, End User Customer Address, End User Customer Name, USOC, Quantity, Start Date, End Date, Disposition Code, and any related remarks (comments by repair technician). Such invoice information will be available to CLEC within two (2) business days of ticket closure for POTS services and sixteen (16) business days for non-POTS services. Invoice information will be retained and available to CLEC via this tool for at least twelve (12) months.

12.5 Billing

12.5.1 For Connectivity Billing, Recording, and Exchange of Information, see Section 21.

12.6 On-Going Support for OSS

Before any CLEC implementation can begin, CLEC must completely and accurately answer the New Customer Questionnaire as required in Section 3.2 and its sub-sections. Once Qwest receives a complete and accurate New Customer Questionnaire (initial or updated), Qwest and CLEC will mutually agree upon time frames for implementation of connectivity between CLEC and the OSS interfaces.

12.6.1 Qwest will support previous XML releases for six (6) months after the next subsequent XML release has been deployed. Exceptions to these guidelines, if any, will be considered in accordance with the CMP procedures. Qwest will use all reasonable efforts to provide sufficient support to ensure that issues that arise in migrating to the new release are handled in a timely manner.

12.6.2 Qwest will provide written notice to CLEC of the need to migrate to a new release.

12.6.3 Qwest will provide an XML Implementation Coordinator to work with CLEC for business scenario re-certification, migration and data conversion strategy definition.

12.6.4 Re-certification is the process by which CLECs demonstrate the ability to

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New				Select Traffic Type	EAS / Local Traffic Reciprocal Compensation Election Options			Notes		
					Recurring	Recurring, per Mile	Nonrecurring	REC	REC per Mile	NRC
8.17	**Joint Testing**									
	8.17.1	Virtual Collocation Maintenance Charge (Price Contains a One Hour Set Up Fee)					$51.65			I
	8.17.2	Per Half Hour Test Time Fee at the Virtual Collocation Charge					$25.82			I
9.0	**Unbundled Network Elements (UNEs)**									
9.1	**Interconnection Tie Pairs (ITP) - Per Connection**									
	9.1.1	DS0			$0.00			B		
	9.1.2	DS1			$0.00			B		
	9.1.3	DS3			$0.00			B		
9.2	**Unbundled Loops**									
	9.2.1	Analog Loops					See 9.2.4			
		9.2.1.1	2-Wire Voice Grade Loop							
			9.2.1.1.1	Zone 1	$5.83			E		
			9.2.1.1.2	Zone 2	$8.95			E		
			9.2.1.1.3	Zone 3	$10.62			E		
			9.2.1.1.4	Zone 4	$15.66			E		
		9.2.1.2	Intentionally Left Blank							
		9.2.1.3	4-Wire Voice Grade Loop							
			9.2.1.3.1	Zone 1	$11.30			E		
			9.2.1.3.2	Zone 2	$17.39			E		
			9.2.1.3.3	Zone 3	$20.70			E		
			9.2.1.3.4	Zone 4	$30.77			E		
	9.2.2	Nonloaded Loops					See 9.2.4			
		9.2.2.1	2-Wire Voice Grade Loop							
			9.2.2.1.1	Zone 1	$5.83			E		
			9.2.2.1.2	Zone 2	$8.95			E		
			9.2.2.1.3	Zone 3	$10.62			E		
			9.2.2.1.4	Zone 4	$15.66			E		
		9.2.2.2	Intentionally Left Blank							
		9.2.2.3	4-Wire Nonloaded Loop							
			9.2.2.3.1	Zone 1	$11.30			E		
			9.2.2.3.2	Zone 2	$17.39			E		
			9.2.2.3.3	Zone 3	$20.70			E		
			9.2.2.3.4	Zone 4	$30.77			E		
		9.2.2.4	Cable Unloading / Bridge Tap Removal				$0.00			B
	9.2.3	Digital Capable Loops								
		9.2.3.1	Basic Rate ISDN / xDSL-I Capable / ADSL Compatible Loop				See 9.2.4			
			9.2.3.1.1	Zone 1	$5.83			E		
			9.2.3.1.2	Zone 2	$8.95			E		
			9.2.3.1.3	Zone 3	$10.62			E		
			9.2.3.1.4	Zone 4	$15.66			E		
		9.2.3.2	Intentionally Left Blank							
		9.2.3.3	DS1 Capable Loop				See 9.2.5			
			9.2.3.3.1	Zone 1	$27.14			E		
			9.2.3.3.2	Zone 2	$33.23			E		
			9.2.3.3.3	Zone 3	$36.54			E		
			9.2.3.3.4	Zone 4	$46.61			E		
		9.2.3.4	DS3 Capable Loop				See 9.2.6			
			9.2.3.4.1	Zone 1	$599.81			E		
			9.2.3.4.2	Zone 2	$605.96			E		
			9.2.3.4.3	Zone 3	$601.96			E		
			9.2.3.4.4	Zone 4	$705.26			E		
		9.2.3.5	Intentionally Left Blank							
		9.2.3.6	2-Wire Extension Technology		$0.00			B		
	9.2.4	Loop Installation Charges for 2 & 4-Wire Analog / Nonloaded, ADSL Compatible, ISDN BRI Capable, xDSL-I Capable Loop where conditioning is not required			See 9.2.1, 9.2.2, & 9.2.3.1					
		9.2.4.1	Basic Installation							
			9.2.4.1.1	2-Wire Loop						
				9.2.4.1.1.1 First						
				9.2.4.1.1.1.1 Installation			$2.38			B
				9.2.4.1.1.1.2 Disconnect			$1.95			B
				9.2.4.1.1.2 Each Additional						
				9.2.4.1.1.2.1 Installation			$2.38			B
				9.2.4.1.1.2.2 Disconnect			$1.95			B
			9.2.4.1.2	4-Wire Loop						
				9.2.4.1.2.1 First						
				9.2.4.1.2.1.1 Installation			$13.77			B
				9.2.4.1.2.1.2 Disconnect			$10.15			B
				9.2.4.1.2.2 Each Additional						

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New			Select Traffic Type	EAS / Local Traffic Reciprocal Compensation Election Options			Notes		
				Recurring	Recurring, per Mile	Nonrecurring	REC	REC per Mile	NRC
		9.2.4.1.2.2.1	Installation			$13.77			B
		9.2.4.1.2.2.2	Disconnect			$10.15			B
9.2.4.2	Basic Installation with Performance Testing								
9.2.4.2.1	2-Wire Loop								
	9.2.4.2.1.1	First							
		9.2.4.2.1.1.1	Installation			$12.47			E
		9.2.4.2.1.1.2	Disconnect			$1.95			E
	9.2.4.2.1.2	Each Additional							
		9.2.4.2.1.2.1	Installation			$12.47			E
		9.2.4.2.1.2.2	Disconnect			$1.95			E
9.2.4.2.2	4-Wire Loop								
	9.2.4.2.2.1	First							
		9.2.4.2.2.1.1	Installation			$24.17			E
		9.2.4.2.2.1.2	Disconnect			$10.15			E
	9.2.4.2.2.2	Each Additional							
		9.2.4.2.2.2.1	Installation			$24.17			E
		9.2.4.2.2.2.2	Disconnect			$10.15			E
9.2.4.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation								
9.2.4.3.1	2-Wire Loop								
	9.2.4.3.1.1	First							
		9.2.4.3.1.1.1	Installation			$14.89			E
		9.2.4.3.1.1.2	Disconnect			$1.95			E
	9.2.4.3.1.2	Each Additional							
		9.2.4.3.1.2.1	Installation			$14.89			E
		9.2.4.3.1.2.2	Disconnect			$1.95			E
9.2.4.3.2	4-Wire Loop								
	9.2.4.3.2.1	First							
		9.2.4.3.2.1.1	Installation			$26.67			E
		9.2.4.3.2.1.2	Disconnect			$10.15			E
	9.2.4.3.2.2	Each Additional							
		9.2.4.3.2.2.1	Installation			$26.67			E
		9.2.4.3.2.2.2	Disconnect			$10.15			E
9.2.4.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation								
9.2.4.4.1	2-Wire Loop								
	9.2.4.4.1.1	First							
		9.2.4.4.1.1.1	Installation			$2.46			E
		9.2.4.4.1.1.2	Disconnect			$1.95			E
	9.2.4.4.1.2	Each Additional							
		9.2.4.4.1.2.1	Installation			$2.46			E
		9.2.4.4.1.2.2	Disconnect			$1.95			E
9.2.4.4.2	4-Wire Loop								
	9.2.4.4.2.1	First							
		9.2.4.4.2.1.1	Installation			$13.96			E
		9.2.4.4.2.1.2	Disconnect			$10.15			E
	9.2.4.4.2.2	Each Additional							
		9.2.4.4.2.2.1	Installation			$13.96			E
		9.2.4.4.2.2.2	Disconnect			$10.15			E
9.2.4.5	Basic Installation with Cooperative Testing								
9.2.4.5.1	2-Wire Loop								
	9.2.4.5.1.1	First							
		9.2.4.5.1.1.1	Installation			$12.47			E
		9.2.4.5.1.1.2	Disconnect			$1.95			E
	9.2.4.5.1.2	Each Additional							
		9.2.4.5.1.2.1	Installation			$12.47			E
		9.2.4.5.1.2.2	Disconnect			$1.95			E
9.2.4.5.2	4-Wire Loop								
	9.2.4.5.2.1	First							
		9.2.4.5.2.1.1	Installation			$24.17			E
		9.2.4.5.2.1.2	Disconnect			$10.15			E
	9.2.4.5.2.2	Each Additional							
		9.2.4.5.2.2.1	Installation			$24.17			E
		9.2.4.5.2.2.2	Disconnect			$10.15			E
9.2.5	DS1 Loop Installation Charges			See 9.2.3.3					
9.2.5.1	Basic Installation								
9.2.5.1.1	First								
	9.2.5.1.1.1	Installation				$25.22			B
	9.2.5.1.1.2	Disconnect				$17.73			B
9.2.5.1.2	Each Additional								
	9.2.5.1.2.1	Installation				$25.22			B

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								EAS / Local Traffic Reciprocal Compensation Election						
New							Select Traffic Type	Options			Notes			
								Recurring	Recurring, per Mile	Nonrecurring	REC	REC per Mile	NRC	
12.4	Trouble Isolation Charge									Qwest's Minnesota Exchange and Network Services Catalog Tariff				
17.0	**Bona Fide Request Process**													
17.1	Processing Fee									$1,919.97			E	

NOTES:

Unless otherwise indicated, all rates are pursuant to Minnesota Public Utilities Commission Dockets:

A	Docket CI-99-776
B	Docket No. P-422, 5321, 3167, 466, 421/C-96-1540 (Generic Cost Docket)
C	Docket CI-99-1665, Line Sharing
D	271 Docket No. P-421/CI-01-1374
E	Docket No. P-421/CI-01-1375, OAH Docket No. 12-2500-14490-2
F	Docket No. P-421/CI-01-1375, OAH Docket No. 12-2500-14490-2, Rework
G	Docket No. P-421/CI-01-1375, OAH Docket No. 12-2500-14490-2 Reciprocal Compensation
H	Docket No. P-421/CI-01-1375, OAH Docket No. 12-2500-14490-2 - ICNAM, OS/DA
I	Docket No. P-421/AM-03-1754 October 2003 Rate Element Filing, Rates Interim

+	Eschelon and Qwest have agreed to Bill and Keep pursuant to 7.3.1.2 of the Agreement.
++	Negotiated rate until Commission approves a rate.
+++	Negotiated rate for the term of the ICA.
++++	Rates developed initially in Docket C-01-1896
+++++	The nonrecurring charges for the EEL transport element are included in the EEL Loop and/or Multiplexed EEL nonrecurring charges. Therefore there is no additional nonrecurring charge for the EEL Transport. When an EEL transport circuit is commingled with a Private Line Channel Termination circuit, the nonrecurring charge for the commingled EEL will be the EEL Loop NRC.

[1]	Rates not approved in cost docket.
[2]	Intentionally Left Blank
[3]	ICB, Individual Case Basis pricing. Qwest will not Charge Rates Until Approved by Commission.
[4]	Rates per FCC Guidelines. Pole Attachment & Innerduct Occupancy rates were revised in 9/14/04 Exhibit A to reflect newly calculated rates.
[5]	The $12.85 Nonrecurring (NRC) associated with the dedicated transport rate element is intended to be charged for each trunk established, e.g., if 24 trunks are established on a DS1 the $12.85 would be applied 24 times. If the entrance facility, dedicated transport, and the 24 trunks are ordered together, the $12.85 NRC for the entrance facility is waived. Intentionally Left Blank
[6]	Charge of $541.50 (for 100 Square Foot) was converted to a per Square Foot charge of $5.42 ($541.50/100)
[7]	Nonrecurring charge is POTS Installation ($2.38) plus 2-Wire cross-connect at FDI ($17.11)
[8]	Intentionally Left Blank
[9]	Qwest has not implemented the NID recurring charges approved in Docket P-421/CI-01-1375 but reserves the right to assess such a charge in the future.

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New			Select Traffic Type	EAS / Local Traffic Reciprocal Compensation Election Options			Notes		
				Recurring	Recurring, per Mile	Nonrecurring	REC	REC per Mile	NRC
9.2.3.1	Basic Rate ISDN / xDSL-I Capable / ADSL Compatible Loop					See 9.2.4			
	9.2.3.1.1	Zone 1		$5.83			E		
	9.2.3.1.2	Zone 2		$8.95			E		
	9.2.3.1.3	Zone 3		$10.62			E		
	9.2.3.1.4	Zone 4		$15.66			E		
9.2.3.2	Intentionally Left Blank								
9.2.3.3	DS1 Capable Loop					See 9.2.5			
	9.2.3.3.1	Zone 1		$27.14			E		
	9.2.3.3.2	Zone 2		$33.23			E		
	9.2.3.3.3	Zone 3		$36.54			E		
	9.2.3.3.4	Zone 4		$46.61			E		
9.2.3.4	DS3 Capable Loop					See 9.2.6			
	9.2.3.4.1	Zone 1		$599.81			E		
	9.2.3.4.2	Zone 2		$605.96			E		
	9.2.3.4.3	Zone 3		$601.96			E		
	9.2.3.4.4	Zone 4		$705.26			E		
9.2.3.5	Intentionally Left Blank								
9.2.3.6	2-Wire Extension Technology			$0.00			B		
9.2.4	Loop Installation Charges for 2 & 4-Wire Analog / Nonloaded, ADSL Compatible, ISDN BRI Capable, xDSL-I Capable Loop where conditioning is not required			See 9.2.1, 9.2.2, & 9.2.3.1					
9.2.4.1	Basic Installation								
	9.2.4.1.1	First							
		9.2.4.1.1.1	Installation			$10.50			J
		9.2.4.1.1.2	Disconnect			$1.95			J
	9.2.4.1.2	Each Additional							
		9.2.4.1.2.1	Installation			$4.76			J
		9.2.4.1.2.2	Disconnect			$1.95			J
9.2.4.2	Basic Installation with Performance Testing								
	9.2.4.2.1	First							
		9.2.4.2.1.1	Installation			$42.15			J
		9.2.4.2.1.2	Disconnect			$1.95			J
	9.2.4.2.2	Each Additional							
		9.2.4.2.2.1	Installation			$24.94			J
		9.2.4.2.2.2	Disconnect			$1.95			J
9.2.4.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation								
	9.2.4.3.1	First							
		9.2.4.3.1.1	Installation			$50.32			J
		9.2.4.3.1.2	Disconnect			$1.95			J
	9.2.4.3.2	Each Additional							
		9.2.4.3.2.1	Installation			$29.78			J
		9.2.4.3.2.2	Disconnect			$1.95			J
9.2.4.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation								
	9.2.4.4.1	First							
		9.2.4.4.1.1	Installation			$13.78			J
		9.2.4.4.1.2	Disconnect			$1.95			J
	9.2.4.4.2	Each Additional							
		9.2.4.4.2.1	Installation			$4.92			J
		9.2.4.4.2.2	Disconnect			$1.95			J
9.2.4.5	Basic Installation with Cooperative Testing								
	9.2.4.5.1	First							
		9.2.4.5.1.1	Installation			$42.15			J
		9.2.4.5.1.2	Disconnect			$1.95			J
	9.2.4.5.2	Each Additional							
		9.2.4.5.2.1	Installation			$24.94			J
		9.2.4.5.2.2	Disconnect			$1.95			J
9.2.5	DS1 Loop Installation Charges			See 9.2.3.3					
	9.2.5.1	Basic Installation							
		9.2.5.1.1	First						
			9.2.5.1.1.1 Installation			$43.57			J
			9.2.5.1.1.2 Disconnect			$17.73			J
		9.2.5.1.2	Each Additional						
			9.2.5.1.2.1 Installation			$30.26			J
			9.2.5.1.2.2 Disconnect			$17.73			J
	9.2.5.2	Basic Installation with Performance Testing							
		9.2.5.2.1	First						
			9.2.5.2.1.1 Installation			$104.62			J
			9.2.5.2.1.2 Disconnect			$17.73			J
		9.2.5.2.2	Each Additional						

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New			Select Traffic Type	EAS / Local Traffic Reciprocal Compensation Election Options: Recurring	Recurring, per Mile	Nonrecurring	Notes: REC	REC per Mile	NRC
17.0 Bona Fide Request Process									
17.1 Processing Fee						$1,892.02			J

NOTES:

Unless otherwise indicated, all rates are pursuant to Minnesota Public Utilities Commission Dockets:

A	Docket CI-99-776
B	Docket No. P-422, 5321, 3167, 466, 421/C-96-1540 (Generic Cost Docket)
E	Docket No. P-421/CI-01-1375, OAH Docket No. 12-2500-14490-2
F	Docket No. P-421/CI-01-1375, OAH Docket No. 12-2500-14490-2, Rework
G	Docket No. P-421/CI-01-1375, OAH Docket No. 12-2500-14490-2 Reciprocal Compensation
H	Docket No. P-421/CI-01-1375, OAH Docket No. 12-2500-14490-2 - ICNAM, OS/DA
I	Docket No. P-421/AM-03-1754 October 2003 Rate Element Filing, Rates Interim
J	Docket No. P-421/AM-06-713 Review of TELRIC Rates Track 1
K	Docket No. P-421/AM-06-713 Review of TELRIC Rates Effective January 1, 2009
+	Eschelon and Qwest have agreed to Bill and Keep pursuant to 7.3.1.2 of the Agreement.
+++	Negotiated rate for the term of the ICA.
+++++	The nonrecurring charges for the EEL transport element are included in the EEL Loop and/or Multiplexed EEL nonrecurring charges. Therefore there is no additional nonrecurring charge for the EEL Transport. When an EEL transport circuit is commingled with a Private Line Channel Termination circuit, the nonrecurring charge for the commingled EEL will be the EEL Loop NRC.
[1]	Intentionally Left Blank
[2]	Intentionally Left Blank
[3]	ICB, Individual Case Basis pricing.
[4]	Rates per FCC Guidelines.
[5]	Intentionally Left Blank
[6]	This element uses an ordered rate from a different section of Exhibit A.
[7]	Intentionally Left Blank
[8]	Qwest cannot currently bill different rates for LMC (9.23.6.8) and EEL Rearrangement (9.23.7.7). Therefore, Qwest will use the EEL rates (which are the lowest) for LMC. Qwest reserves the right to bill the PUC-approved LMC rates in the future after appropriate notice to the Commission, the Department of Commerce, and CLEC customers 30 days before Qwest implements the new PUC approved LMC rates. When Qwest implements the new PUC-approved LMC rates, it will not seek to recover the difference between those LMC rates and the EEL rates for the period between September 18, 2008, and the date on which Qwest begins implementing the new PUC-approved LMC rates.

FINAL

New			Select Traffic Type	EAS / Local Traffic Reciprocal Compensation Election Options			Notes		
				Recurring	Recurring, per Mile	Nonrecurring	REC	REC per Mile	NRC
9.2.3.1	Basic Rate ISDN / xDSL-I Capable / ADSL Compatible Loop					See 9.2.4			
	9.2.3.1.1	Zone 1		$5.83			E		
	9.2.3.1.2	Zone 2		$8.95			E		
	9.2.3.1.3	Zone 3		$10.62			E		
	9.2.3.1.4	Zone 4		$15.66			E		
9.2.3.2	Intentionally Left Blank								
9.2.3.3	DS1 Capable Loop					See 9.2.5			
	9.2.3.3.1	Zone 1		$27.14			E		
	9.2.3.3.2	Zone 2		$33.23			E		
	9.2.3.3.3	Zone 3		$36.54			E		
	9.2.3.3.4	Zone 4		$46.61			E		
9.2.3.4	DS3 Capable Loop					See 9.2.6			
	9.2.3.4.1	Zone 1		$599.81			E		
	9.2.3.4.2	Zone 2		$605.96			E		
	9.2.3.4.3	Zone 3		$601.96			E		
	9.2.3.4.4	Zone 4		$705.26			E		
9.2.3.5	Intentionally Left Blank								
9.2.3.6	2-Wire Extension Technology			$0.00			B		
9.2.4	Loop Installation Charges for 2 & 4-Wire Analog / Nonloaded, ADSL Compatible, ISDN BRI Capable, xDSL-I Capable Loop where conditioning is not required			See 9.2.1, 9.2.2, & 9.2.3.1					
	9.2.4.1	Basic Installation							
		9.2.4.1.1	First						
			9.2.4.1.1.1 Installation			$10.50			J
			9.2.4.1.1.2 Disconnect			$1.95			J
		9.2.4.1.2	Each Additional						
			9.2.4.1.2.1 Installation			$4.76			J
			9.2.4.1.2.2 Disconnect			$1.95			J
	9.2.4.2	Basic Installation with Performance Testing							
		9.2.4.2.1	First						
			9.2.4.2.1.1 Installation			$42.15			J
			9.2.4.2.1.2 Disconnect			$1.95			J
		9.2.4.2.2	Each Additional						
			9.2.4.2.2.1 Installation			$24.94			J
			9.2.4.2.2.2 Disconnect			$1.95			J
	9.2.4.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation							
		9.2.4.3.1	First						
			9.2.4.3.1.1 Installation			$50.32			J
			9.2.4.3.1.2 Disconnect			$1.95			J
		9.2.4.3.2	Each Additional						
			9.2.4.3.2.1 Installation			$29.78			J
			9.2.4.3.2.2 Disconnect			$1.95			J
	9.2.4.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation							
		9.2.4.4.1	First						
			9.2.4.4.1.1 Installation			$13.78			J
			9.2.4.4.1.2 Disconnect			$1.95			J
		9.2.4.4.2	Each Additional						
			9.2.4.4.2.1 Installation			$4.92			J
			9.2.4.4.2.2 Disconnect			$1.95			J
	9.2.4.5	Basic Installation with Cooperative Testing							
		9.2.4.5.1	First						
			9.2.4.5.1.1 Installation			$42.15			J
			9.2.4.5.1.2 Disconnect			$1.95			J
		9.2.4.5.2	Each Additional						
			9.2.4.5.2.1 Installation			$24.94			J
			9.2.4.5.2.2 Disconnect			$1.95			J
9.2.5	DS1 Loop Installation Charges			See 9.2.3.3					
	9.2.5.1	Basic Installation							
		9.2.5.1.1	First						
			9.2.5.1.1.1 Installation			$43.57			J
			9.2.5.1.1.2 Disconnect			$17.73			J
		9.2.5.1.2	Each Additional						
			9.2.5.1.2.1 Installation			$30.26			J
			9.2.5.1.2.2 Disconnect			$17.73			J
	9.2.5.2	Basic Installation with Performance Testing							
		9.2.5.2.1	First						
			9.2.5.2.1.1 Installation			$104.62			J
			9.2.5.2.1.2 Disconnect			$17.73			J
		9.2.5.2.2	Each Additional						

FINAL

New				Select Traffic Type	EAS / Local Traffic Reciprocal Compensation Election Options			Notes		
					Recurring	Recurring, per Mile	Nonrecurring	REC	REC per Mile	NRC
17.0	Bona Fide Request Process									
	17.1	Processing Fee					$1,892.02			J

NOTES:

Unless otherwise indicated, all rates are pursuant to Minnesota Public Utilities Commission Dockets:

A	Docket CI-99-776
B	Docket No. P-422, 5321, 3167, 466, 421/C-96-1540 (Generic Cost Docket)
E	Docket No. P-421/CI-01-1375, OAH Docket No. 12-2500-14490-2
F	Docket No. P-421/CI-01-1375, OAH Docket No. 12-2500-14490-2, Rework
G	Docket No. P-421/CI-01-1375, OAH Docket No. 12-2500-14490-2 Reciprocal Compensation
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I	Docket No. P-421/AM-03-1754 October 2003 Rate Element Filing, Rates Interim
J	Docket No. P-421/AM-06-713 Review of TELRIC Rates Track 1
K	Docket No. P-421/AM-06-713 Review of TELRIC Rates Effective January 1, 2009

+	Eschelon and Qwest have agreed to Bill and Keep pursuant to 7.3.1.2 of the Agreement.
+++	Negotiated rate for the term of the ICA.
+++++	The nonrecurring charges for the EEL transport element are included in the EEL Loop and/or Multiplexed EEL nonrecurring charges. Therefore there is no additional nonrecurring charge for the EEL Transport. When an EEL transport circuit is commingled with a Private Line Channel Termination circuit, the nonrecurring charge for the commingled EEL will be the EEL Loop NRC.
[1]	Intentionally Left Blank
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[3]	ICB, Individual Case Basis pricing.
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[6]	This element uses an ordered rate from a different section of Exhibit A.
[7]	Intentionally Left Blank
[8]	Qwest cannot currently bill different rates for LMC (9.23.6.8) and EEL Rearrangement (9.23.7.7). Therefore, Qwest will use the EEL rates (which are the lowest) for LMC. Qwest reserves the right to bill the PUC-approved LMC rates in the future after appropriate notice to the Commission, the Department of Commerce, and CLEC customers 30 days before Qwest implements the new PUC approved LMC rates. When Qwest implements the new PUC-approved LMC rates, it will not seek to recover the difference between those LMC rates and the EEL rates for the period between September 18, 2008, and the date on which Qwest begins implementing the new PUC-approved LMC rates.

BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

David Boyd	Chair
J. Dennis O'Brien	Commissioner
Phyllis Reha	Commissioner
Thomas Pugh	Commissioner
Betsy Wergin	Commissioner

Karen L. Clauson
Sr. Director of Interconnection
Associate General Counsel
Integra Telecom
730 2nd Avenue South, Suite 900
Minneapolis, MN 55402

SERVICE DATE: AUG 2 8 2008

DOCKET NO. P-5643,421/IC-08-818

In the Matter of a Joint Application for Approval of an Interconnection Agreement Between Integra Telecom of Minnesota, Inc. and Qwest Corporation

The above entitled matter has been considered by the Commission and the following disposition made:

Proposed interconnection agreement approved.

This decision is issued by the Commission's consent calendar subcommittee, under a delegation of authority granted under Minn. Stat. § 216A.03, subd. 8 (a). Unless a party, a participant, or a Commissioner files an objection to this decision within ten days of receiving it, it will become the Order of the full Commission under Minn. Stat. § 216A.03, subd. 8 (b).

The Commission agrees with and adopts the recommendations of the Department of Commerce which are attached and hereby incorporated in the Order.

BY ORDER OF THE COMMISSION

Burl W. Haar
Executive Secretary

(S E A L)

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MINNESOTA DEPARTMENT OF COMMERCE

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St. Paul, Minnesota 55101-2198
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An equal opportunity employer

July 25, 2008

Burl W. Haar
Executive Secretary
Minnesota Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, Minnesota 55101-2147

RE: Joint Application for Approval of Interconnection Agreement between Integra Telecom of Minnesota, Inc. and Qwest Corporation
Docket No. P5643,421/IC-08-818

Dear Dr. Haar:

Interconnection agreements and amendments to interconnection agreements that are not arbitrated under §252 of the Federal Telecommunications Act of 1996 may be approved without hearing under Minn. Stat. §216A.03, subd. 7. The Public Utilities Commission's (Commission) Order designating interconnection agreements and amendments to interconnection agreements as subject to a standing order was issued on August 25, 2000 in Docket No. P999/CI-00-634. The use of a standing order is to apply to filings submitted on or after September 1, 2000.

As required by the Commission's August 25, 2000 Order, the Department of Commerce has reviewed and analyzed the current filing. Attached is the Minnesota Department of Commerce's Checklist for processing Interconnection Agreements. The Checklist reflects the Department's analysis of the issues and language that the Commission has established to meet the requirements that interconnection agreements not discriminate against third parties, harm the public interest or conflict with state law.

The petition was filed on: July 10 and 23, 2008

Interconnection Agreement Type: Adopted

Wireless or Wireline: Wireline

The Petition was filed by:

Karen L. Clauson
Sr. Director of Interconnection
Associate General Counsel
Integra Telecom
730 2nd Avenue South, Suite 900
Minneapolis, Minnesota 55402

Conditions for approval: None

The Department's analysis finds that the interconnection agreement complies with the Commission's requirements as indicated on the attached Checklist. The Department is submitting this memorandum recommending that the Commission approve the interconnection agreement either at a Commission hearing or by way of the standing order process ordered on August 25, 2000.

Sincerely,

/s/ BRUCE L. LINSCHEID
Financial Analyst

BLL/ja
Attachment

Companies: Integra Telecom of Minnesota, Inc. and Qwest Corporation
Docket No. P5643,421/IC-08-818

Checklist for Processing negotiated Interconnection Agreements

ANALYTICAL PROCEDURES

A. NEGOTIATED INTERCONNECTION AGREEMENTS

☒ 1. Affected CLEC **has authority to provide operational facilities-based** local service. Identify the Docket and Order date: P5643/NA-98-860 (8-12-98)

☐ 2. Affected CLEC **has authority to provide operational local resale** service. Identify the Docket and Order date: .

Place an "X" in the item that applies:
- ☐ UNEs and Collocation are not included in the interconnection agreement.
- ☐ UNEs and Collocation are included in the interconnection agreement. (Operational facilities-based authority must be obtained prior to the CLEC obtaining UNEs or Collocation under the interconnection agreement, or the interconnection agreement must be withdrawn and a replacement agreement without UNEs or Collocation should be submitted.)

☐ 3. The Commission has **not yet granted operational local authority** and service under the interconnection agreement cannot be offered until such authority is obtained. Choose one:
- ☐ The CLEC has not applied for local authority.
- ☐ The CLEC is seeking local facilities-based authority.
- ☐ The CLEC is seeking local resale authority and not facilities-based authority. Place an "X" in the item that applies:
  - ☐ UNEs and Collocation are not included in the interconnection agreement.
  - ☐ UNEs and Collocation are included in the interconnection agreement. (Operational facilities-based authority must be obtained prior to the CLEC obtaining UNEs or Collocation under the interconnection agreement, or the interconnection agreement must be withdrawn and a replacement agreement without UNEs or Collocation should be submitted.)

☐ 4. Affected carrier is a Commercial Mobile Radio Service (CMRS) provider.

☒ 5. Place an "X" in the item that applies:
- ☐ Agreement is negotiated.
- ☒ Agreement is an adoption of another interconnection agreement. Identify the docket number and date of the adopted interconnection agreement: P5340,421/IC-06-768 (3-12-08). (Adopted agreements must be amended to contain Commission-required language if the underlying agreement does not have the Commission-required language-see Commission Order, Docket No. P5321,421/IC-04-1178, May 18, 2005, Ordering Paragraph 2, page 8.)

☒ 6. Agreement contains language required by the Commission to meet the requirements of 47 CFR 252(e)(2) and (3), which specifies that the interconnection agreements may be rejected for the following reasons: 1) they discriminate against a telecommunications carrier who is not a party to the agreement; 2) implementing them would be inconsistent with the public interest, convenience and necessity; and 3) they conflict with any valid state law, including any applicable intrastate service quality standards or requirements.

The language identified below was reviewed and satisfies Commission precedent in the following sections of the Agreement.

☒ a. *Amendments.* No amendment, waiver, or consent or default under this Agreement shall be effective without approval of the Commission.[1] Indicate the section and page where this language is found: Section 5.30.2, replacement page 52 filed 2-12-08

☒ b. *Assignment.* The Party making the assignment shall notify the Commission sixty (60) days in advance of the effective date of the assignment.[2] Indicate the section and page where this language is found: Section 5.12.2, page 42

☒ c. Default.

☒ 1) The Commission must be notified of any pending default in writing in order to protect the pubic interest.[3] Indicate the section and page where this language is found: 5.13, pages 42-43

☒ 2) Neither Party shall disconnect service to the other Party without first obtaining Commission approval.[4] Indicate the section and page where this language is found: Sections 5.4.3, page 34 and Section 5.13, pages 42-43

☒ d. *Dispute Resolution.* If the dispute has been assigned to an arbitrator for resolution, and the language of the interconnection agreement provides that the decision of the arbitrator is final and binding, the Parties shall submit a copy of each arbitration opinion to the Commission, the Department of Commerce, and the Office of the Attorney General, Residential and Small Business Utilities Division. The arbitrator's decision shall remain in effect unless the Commission acts to suspend, modify, or reject the decision within 45 days.[5] Section 5.18.3.1.3.3, page 48

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[1] In the Matter of an Application for Approval of a Type 2 Wireless Interconnection Agreement Between Minnesota PCS, L.P. and U S WEST Communications, Inc. Under the Federal Telecommunications Act of 1996, Docket No. P421/EM-98-554, ORDER REJECTING AGREEMENT AND DIRECTING FURTHER FILING, June 22, 1998 at page 7.

[2] *Id.* at page 3.

[3] *Id.* at page 4.

[4] In the Matter of the Application by Dakota Services, Ltd. and U S WEST Communications, Inc. for Approval of an Interconnection Agreement Pursuant to Section 252(e) of the Federal Telecommunications Act of 1996, Docket No. P5669,421/M-98-1342, ORDER REJECTING AGREEMENT AND REQUIRING REVISED FILING, November 24, 1998, at page 7.

[5] Docket No. P421/EM-98-554 at pages 5 and 6 (wireless) and Docket No. P5669,421/M-98-1342, pages 4 and 5 (wireline).

Interconnection agreements that do not provide for third-party arbitrations, but do provide for relief though a court or administrative agency, shall submit a copy of each such order or decision to the Commission, the Department of Commerce, and the Office of Attorney General, Residential and Small Business Utilities Division for the purpose of determining any filing and or review obligation under federal or state law.[6] Indicate the section and page where this language is found: Not applicable

☒ e. *Third Party Beneficiaries.* The parties agree to give notice to the Commission of any lawsuits or other proceedings that involve or arise under this Agreement to ensure that the Commission has the opportunity to seek to intervene in these proceedings on behalf of the public interest.[7] Indicate the section and page where this language is found: Section 5.23, page 51

☒ f. *Number Portability.* The Commission has opposed language stating that parties will not port telephone numbers of customers who have past due balances. The Commission has determined that it was inappropriate to use withholding number portability as a collection tool.[8] Indicate the section and page where this language is found: Section 10.2, pages 236-345, does not impose this restriction on number porting..

7. Other Issues. If the Parties have agreed to a position that is different than how the Commission resolved a disputed item, the Department does not object to the agreement if the language does not conflict with the law and the Parties do not dispute the Commission's jurisdiction. If unilateral conditions are imposed by one of the Parties to which the other Party has not agreed, the matter is not subject to the standing order.

   a. Reciprocal compensation for Internet Service Provider (ISP)-bound traffic.

The Commission has required reciprocal compensation for ISP-bound traffic in certain agreements.[9] However, based upon the FCC's April 18, 2001 ISP Remand Order,[10] the Commission found that the FCC has preempted this Commission's authority over reciprocal compensation rates for ISP-bound traffic and that the Commission should reinstate the FCC-approved rates that were in effect prior to the Commission's

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[6] In the Matter of the Joint Application for Approval of a Negotiated Agreement for Interconnection and Resale between American Telco, LLP and Qwest Corporation, Docket No. P6594,421/IC-06-1452, Commission Order, January 17, 2007.

[7] In the Matter of a Joint Application for Approval of the Master Interconnection and Resale Agreement Between Rhythms Links, Inc. and Sprint Minnesota, Inc., Under the Federal Telecommunications Act of 1996, ORDER REJECTING INTERCONNECTION AGREEMENT AND DIRECTING REVISED FILING, Docket No. P5670,430/M-00-499, July 21, 2000 at pages 3 and 4.

[8] OCI/USWC agreement, Docket No. P5478,421/M-97-522, July 22 1997 Order.

[9] In the Matter of the Petition of U S WEST Communications, Inc. for a Determination That ISP Traffic Is Not Subject to Reciprocal Compensation Payments Under the MFS/U S WEST Interconnection Agreement, Docket No. P421/M-99-529, ORDER DENYING PETITION, August 17, 1999, pages 7 and 8. and In the Matter of the Petition of Sprint Communications Co. L.P. for Arbitration of an Interconnection Agreement with U S WEST Communications, Inc., Docket No. P-466,421/M-00-33, FINAL ARBITRATION ORDER UNDER MINN. RULES, PART 78122.17, SUBP. 21, June 27, 2000 at pages 5-7.

[10] Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic,* CC Docket Nos. 96-98 & 99-68. FCC 01-131. 16 FCC Rcd 9151 (2001), or *ISP Remand Order (April 18, 2001 Order)* and FCC 04-241 on October 18, 2004, in *Petition of Core Communications, Inc. for Forbearance Under 47 U.S.C. 160(c) from Application of the ISP Remand Order*, WC Docket No. 03-171, effective October 8, 2004.

September 24, 2003 Order.[11] In the ISP Remand Order, the FCC adopted an interim compensation scheme for ISP-bound traffic pending completion of its Interim Compensation NPRM proceeding.[12] The Order established a gradually declining cap on intercarrier compensation rates, beginning at $.0015 per minute of use, and declining to $.0007 per minute of use. The Commission found that "the interim compensation scheme established in the ISP Remand Order and modified by the Core Forbearance Order was not intended to apply to calls routed across local calling area boundaries, whether by VNXX or otherwise."[13]

☐ 1) Issue does not appear in the interconnection agreement.

☒ 2) Issue is in the interconnection agreement.

☒ a) Language complies with the Commission's position. Indicate the section and page where this language is found: Sections 7.3.1.1.1, page 78 and Exhibit A, page 2

☐ b) Language does not comply with the Commission's position, but was negotiated and, therefore, meets the statutory requirements.[14] Indicate the section and page where this language is found:

b. Inclusion of ISP traffic.

The Commission found that ISP traffic should be included in the calculation of the relative use factor for purposes of determining cost sharing for interconnection facilities.[15]

☒ 1) Issue does not appear in the interconnection agreement.

☐ 2) Issue is in the interconnection agreement.

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[11] ORDER ADJUSTING END-OFFICE SWITCHING COMPONENT OF RECIPROCAL COMPENSATION RATES, *In the Matter of an Investigation into Reciprocal Compensation Rates, Docket No. P421/CI-03-384,* September 24, 2003, page 8, Ordering Paragraph 1; and ORDER AFTER RECONSIDERATION, *In the Matter of an Investigation into Reciprocal Compensation Rates,* Docket no. P421/CI-03-384, December 24, 2003, pages 2 and 3, and Ordering paragraph 2.

[12] In the Matter of Developing a Unified Intercarrier Compensation Regime, CC Docket No. 01-92, 16 FCC Rcd 9610 (2001).

[13] *In the Matter of the Complaint of Level 3 Communications Against Qwest Corporation Regarding Compensation for ISP-Bound Traffic,* Docket No. P421/C-05-721, ORDER AMENDING INTERCONNECTION AGREEMENT AND ESTABLISHING EFFECTIVE DATE, December 18, 2006, Ordering Paragraph 2, page 6, and ORDER ADOPTING RECOMMENDATIONS AND REMANDING FOR FURTHER PROCEEDINGS, May 8, 2006, Ordering Paragraph 1, page 11; *In the Matter of the Petition of MCImetro Access Transmission Services d/b/a Verizon Access Transmission Services for Arbitration of an Interconnection Agreement with Embarq Minnesota, Inc. Pursuant to 47 U.S.C. § 252(b),* ORDER ADOPTING INTERCONNECTION AGREEMENT WITH MODIFICATIONS AND ESTABLISHING EFFECTIVE DATE, P430,5321/M-07-611, February, 6, 2008, Ordering Paragraph 2, page 10.

[14] In the Matter of the Federal Court Remand of Issues Proceeding from the Interconnection Agreements Between U S WEST Communications and Sprint Spectrum, Triad Minnesota, and Cellular Mobil Systems, ORDER AFTER REMAND APPROVING NEGOTIATED LANGUAGE, P5457,421/M-99-794 dated November 24, 1999 at pages 2 and 3.

[15] In the Matter of the Petition of Level 3 Communications, LLC for Arbitration of an Interconnection Agreement with Qwest Corporation Pursuant to 47 U.S.C. § 252(b), ORDER ACCEPTING THE ARBITRATOR'S RECOMMENDATION AND REQUIRING FILED INTERCONNECTION AGREEMENT; Docket No. P5733,421/IC-02-1372, December 23, 2002 at page 6; and **ARBITRATOR'S RECOMMENDED DECISION,** November 1, 2002 at pages 3 and 9.

☐ a) Language complies with the Commission's position. Indicate the section and page where this language is found:

☐ b) Language does not comply with the Commission's position, but was negotiated and, therefore, meets the statutory requirements.[16] Indicate the section and page where this language is found: _____

c. Unbundled Network Elements (UNEs).

The Federal Communications Commission (FCC) affirmed that incumbent local exchange companies (ILECs) are obligated to offer combinations of unbundled network elements that they currently combine.[17] The Minnesota Public Utilities Commission (Commission) affirmed its position on this aspect of unbundled network elements. The Commission objected to language that stated USWC shall have no obligation to combine or separate any network elements whether or not they are ordinarily combined in USWC's network. [18] The Commission has subsequently issued an Order[19] clarifying some requirements that arose as the result of the FCC's Triennial Review Remand Order[20] that removed certain previously defined 251 UNEs.

☐ 1) Issue does not appear in the interconnection agreement.

☒ 2) Issue is in the interconnection agreement.

☒ a) Language complies with the Commission's position. Indicate the section and page where this language is found: Section 9.1.1, page 149 and Section 9.23, pages 215-231

☐ b) Language does not comply with the Commission's position, but was negotiated and, therefore, meets the statutory requirements.[21] Indicate the section and page where this language is found: _____

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[16] In the Matter of the Federal Court Remand of Issues Proceeding from the Interconnection Agreements Between U S WEST Communications and Sprint Spectrum, Triad Minnesota, and Cellular Mobil Systems, ORDER AFTER REMAND APPROVING NEGOTIATED LANGUAGE, P5457,421/M-99-794 dated November 24, 1999 at pages 2 and 3.

[17] In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Third Report and Order and Fourth Further Notice of Proposed Rulemaking, CC Docket No. 96-98 (62 FR 45611, August 28, 1997) FCC 99-238 Adopted September 15, 1999, and released November 5, 1999.

[18] In the Matter of the Joint Application for Approval of an Interconnection and Resale Agreement Between Prism Minnesota Operations, LLC and U S WEST communications, Inc. Under the Federal Telecommunications Act of 1996, Docket No. P421/M-99-1783 (February 24, 2000) at page 3.

[19] In the Matter of Qwest Corporation and MCImetro Access Transmission Services Amendment to Interconnection Agreement, Docket No. P5321,421/IC-04-1178, ORDER AFTER RECONSIDERATION RELEASING MASTER SERVICE AGREEMENT FROM APPROVAL REVIEW, REQUIRING AMENDMENT TO INTERCONNECTION AGREEMENT, AND REQUIRING SUBMISSION OF FUTURE COMMERCIAL AGREEMENTS, May 18, 2005, pages 2-3.

[20] Triennial Review Remand Order (FCC 04-290, CC 01-338) released February 4, 2005 and effective March 11, 2005.

[21] In the Matter of the Federal Court Remand of Issues Proceeding from the Interconnection Agreements Between U S WEST Communications and Sprint Spectrum, Triad Minnesota, and Cellular Mobil Systems, ORDER AFTER REMAND APPROVING NEGOTIATED LANGUAGE, P5457,421/M-99-794 dated November 24, 1999 at pages 2 and 3.

d. Collocation.

The FCC strengthened its collocation rules to reduce the costs and delays faced by competitors that seek to collocate equipment in an ILEC's central office.[22] The Commission affirmed the FCC's "used or useful" definition in the collocation context for either interconnection or access to unbundled network elements, and found that language imposed by the Commission in reliance of that definition should remain in place.[23] The Commission later granted U S WEST's petition to reconsider its order, agreeing with the parties that it is reasonable to wait until the FCC issues further guidance on collocation of RSU's (remote switching) units before taking further action on this matter.[24] The FCC adopted rules concerning collocation requirement of ILECs stating that collocating equipment is "necessary for interconnection or access to unbundled network elements," and allowing requesting carriers to collocate switching and routing equipment.[25]

☐ 1) Issue does not appear in the interconnection agreement.

☒ 2) Issue is in the interconnection agreement.

☒ a) Language complies with the Commission's position. Indicate the section and page where this language is found: Section 8.1.1, pages 85-88

☐ b) Language does not comply with the Commission's position, but was negotiated and, therefore, meets the statutory requirements.[26] Indicate the section and page where this language is found: _____

e. Removal of automatic adoption language

The Commission objected to language that made any change in 251 obligations by any future action of governmental bodies applicable automatically and without an interconnection agreement amendment.[27] Does automatic adoption language appear in the interconnection agreement?

☒ 1) No.

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[22] In the Matter of Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket 98-147, FCC 99-48, March 31, 1999 at pages 5-6.

[23] In the Matter of the Federal Court Remand of Issues Proceeding from the Interconnection Agreements Between U S WEST Communications, Inc. and AT&T, MCI, MFS, and AT&T Wireless, Docket No. P421/CI-99-786, ORDER AFTER REMAND, MARCH 14, 2000 at page 9.

[24] In the Matter of the Federal Court Remand of Issues Proceeding from the Interconnection Agreements Between U S WEST Communications, Inc. and AT&T, MCI, MFS, and AT&T Wireless, Docket No. P421/CI-99-786, ORDER ON RECONSIDERATION, JUNE 19, 2000 at page 5.

[25] Fourth Report and Order (FCC 01-204) July 12, 2001.

[26] In the Matter of the Federal Court Remand of Issues Proceeding from the Interconnection Agreements Between U S WEST Communications and Sprint Spectrum, Triad Minnesota, and Cellular Mobil Systems, ORDER AFTER REMAND APPROVING NEGOTIATED LANGUAGE, P5457,421/M-99-794 dated November 24, 1999 at pages 2 and 3.

[27] In the Matter of the Joint Application for Approval of the Amendment to an Interconnection Agreement Between Southwestern Bell Communications Services d/b/a SBC Long Distance and Qwest Corporation, Docket No. P5520,421/IC-04-1720, January 27, 2005.

☐ 2) Yes. (Checklist is not applicable for this docket. Rejection comments must be prepared.)

8. Specify conditions required for approval.

☐ a. Yes. (Identify)

☒ b. None

9. Other Comments.

B. RECOMMENDATION OF THE DEPARTMENT

☒ 1. Accept the interconnection agreement/amendment.

Conditions: None

☐ 2. Reject the interconnection agreement/amendment. (Not subject to the standing order.)