

[Numbering probably needs to be changed for the SGAT – 12.2.9.3.6? All internal references would need to be changed as well.]

12.2.9.3.5 Comprehensive Production Testing — Comprehensive Production Testing permits a comprehensive testing of the totality of Qwest's operational interfaces and processes in conjunction with the actual preordering, ordering, provisioning, billing and maintenance of Network Elements, Ancillary Services, and UNE Combinations, including, without limitation, UNE-P, prior to or contemporaneously with the offering by CLEC of any CLEC product or service incorporating Qwest's Network Elements, UNE Combinations or Ancillary Services. Such Comprehensive Production Testing shall be designed to permit an individual CLEC to test its own operational interfaces and processes in conjunction with Qwest's and shall be in addition to any testing processes engaged in by Qwest per testing conducted by, for, or under the auspices of the Regional Oversight Committee. The testing described in this Section is not conditional on a CLEC's commitment to enter a market with any services.

12.2.9.3.5.1 Qwest shall participate in Comprehensive Production Testing upon CLEC's request. CLEC and Qwest shall commence and complete Comprehensive Production Testing promptly.

12.2.9.3.5.2 Within ten (10) business days after CLEC's written notice to Qwest of its intent to conduct Comprehensive Production Testing, CLEC and Qwest shall meet and continue meeting no less frequently than once per week thereafter to agree upon a process to resolve technical issues relating to Comprehensive Production Testing. Within thirty (30) business days after CLEC's written notice to Qwest of its intent to conduct Comprehensive Production Testing, CLEC and Qwest shall have agreed on processes and procedures for implementing Comprehensive Production Testing as intended by CLEC. The agreed upon process shall include procedures for escalating disputes and unresolved issues up through higher levels of each company's management. If (a) CLEC and Qwest do not reach agreement on such a process within thirty (30) days after notice to Qwest of CLEC's intent to conduct Comprehensive Production Testing, or (b) Qwest has failed to meet or continue meeting with CLEC or otherwise indicated its intention not to conduct Comprehensive Production Testing, or (c) Qwest and CLEC cannot agree upon whether or how much of the cost of such testing is to be allocated to CLEC or (d) during any Comprehensive Production Testing either party fails to satisfy any of the requirements set forth in this Section 12.2.9.3.5, any issues that have not been resolved by the parties with respect to such process or either party's failure to satisfy any of the requirements of this Section 12.2.9.3.5 shall be submitted, at the sole discretion of either party, to either (i) the Dispute Resolution procedures set forth in Section 5.18 of this Agreement or (ii) any expedited dispute resolution or complaint process available or permitted by or before the Commission. In any expedited dispute resolution or complaint process, the Parties shall jointly request that the decision-maker render a decision within ninety (90) days after submission of the dispute or complaint.

12.2.9.3.5.3 For the purposes of Comprehensive Production Testing, Qwest shall temporarily provision selected Local Switching features for testing.

12.2.9.3.5.4 For the purposes of Comprehensive Production Testing, Qwest shall provision, whether singly or as part of a UNE Combination, any kind of Unbundled Loop designated by CLEC in such quantities and to any location or locations reasonably requested by CLEC. For example Qwest shall provision, either singly or as part of a UNE Combination, a residential loop to a commercial facility, such as an office building. In such cases, Qwest shall not assert that tariff limitations restrict such provisioning.

12.2.9.3.5.5 Upon CLEC request, Qwest shall provide technical staff to meet with CLEC representatives to provide required support for Comprehensive Production Testing.

12.2.9.3.5.6 During Comprehensive Production Testing, Qwest shall provide CLEC single point of contact that is available seven (7) days per week, twenty four (24) hours per day for trouble status, sectionalization, resolution, escalation and closure. Such staff shall be adequately skilled to facilitate expeditious problem resolution.

12.2.9.3.5.7 Either party may supply information about the Comprehensive Production Testing conducted pursuant this section to regulatory agencies including the Federal Communications Commission and the Commission so long as any confidential obligation is protected pursuant to the terms of Section 5.16.

12.2.9.3.5.8 If Qwest can demonstrate (or CLEC acknowledges) that the test scope and activities do not address issues of common interest to the CLEC community, the costs of testing shall be assigned to the CLEC requesting the test procedures, but only to the extent that such costs exceed the costs Qwest would otherwise incur administering CLEC's pre-order, order, billing, maintenance and repair activities in the production (non-test) environment. Prior to commencement of Comprehensive Production Testing, Qwest shall provide to CLEC an itemized quote of all costs Qwest believes it is entitled to recover from CLEC pursuant to this Section 12.2.9.3.5.8, including a detailed description of each activity for which Qwest seeks recovery. Such quote shall reflect the maximum amount of the costs for which CLEC would be responsible.