

## **SCHEDULE 2.2 BONA FIDE REQUEST**

### **2.2.1 Bona Fide Request.**

1. Unless another procedure or process is specifically prescribed elsewhere in this Agreement or by order of the Commission, this schedule shall govern the submission of requests by CLEC to SBC-AMERITECH for methods of interconnection, access to Unbundled Network Elements (including Combinations thereof), or customized services that are not otherwise addressed in this Agreement at the time of such request.
2. SBC-AMERITECH shall promptly consider and analyze the submission of a Bona Fide Request from CLEC for: (a) a method or access to an unbundled Network Element (including Interconnection Combinations thereof) not otherwise provided hereunder at the time of such request; (b) a method of Interconnection or access to an unbundled Network Element (including Combinations thereof) that is different in quality to that which SBC-AMERITECH provides itself at the time of such request; or (c) a customized service of features, capabilities, functionalities or an unbundled Network Element or Network Element Combination not otherwise provided hereunder at the time of such request. Items (a), (b) and (c) above may be referred to as a “BFR Item.”
3. A Bona Fide Request must be submitted with a BFR Application Form as that form is set forth on “CLEC Online”. Included with the Application CLEC shall provide a technical description of each BFR Item, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a non-binding three (3) year forecast.
4. CLEC may cancel a Bona Fide Request at any time by written notice to SBC-AMERITECH, but will pay SBC-AMERITECH, as specified below, for reasonable costs incurred by SBC-AMERITECH in its preparation of the Preliminary Analysis or BFR Quote, up to the date of SBC-AMERITECH’s receipt of the cancellation.
  - 4.1 CLEC is responsible for the reasonable costs incurred by SBC-AMERITECH to prepare the Preliminary Analysis of CLEC’s BFR. When submitting a BFR Application Form, CLEC has two options to compensate SBC-AMERITECH for its costs incurred to complete the Preliminary Analysis of the BFR:
    - 4.1.1 Include with its BFR Application Form a Deposit, which Deposit will be in the amount of two thousand dollars (\$2,000), unless a different BFR deposit amount applicable to this Agreement has been established by the Commission, to cover SBC-AMERITECH’s

preliminary evaluation costs, in which case SBC-AMERITECH may not charge CLEC in excess of the Deposit to complete the Preliminary Analysis; or

- 4.1.2. Not make the Deposit in which case CLEC shall be responsible for all reasonable costs incurred by SBC-AMERITECH to complete the Preliminary Analysis (regardless of whether such costs are greater or less than the Deposit amount).
- 4.2. If CLEC submits a Deposit with its BFR, and SBC-AMERITECH is not able to process the BFR or determines that the BFR does not qualify for BFR treatment, then SBC-AMERITECH will return the Deposit to CLEC. Similarly, if the costs incurred to complete the Preliminary Analysis are less than the Deposit amount, the balance of the Deposit will, at the option of CLEC, either be refunded or credited toward additional developmental costs authorized by CLEC. If CLEC cancels the BFR prior to completion of the Preliminary Analysis and a Deposit has been made by CLEC, and the reasonable costs are less than the Deposit amount, the remaining balance of the Deposit will be returned to CLEC.
5. SBC-AMERITECH will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt, SBC-AMERITECH shall acknowledge in writing or by facsimile receipt of the Bona Fide Request and in such acknowledgement advise CLEC of the need for any further information needed to process the Request. If deemed necessary by either of the Parties, a meeting will be convened within five (5) Business Days, or as otherwise mutually agreed, of CLEC's receipt of the BFR acknowledgement at which the Parties will come to agreement on all additional information needed to process the BFR. CLEC will provide an updated BFR application to include the additional information. CLEC acknowledges that the time intervals set forth in this Schedule begin once SBC-AMERITECH has received a complete and accurate BFR Application Form and, if applicable, the Deposit amount.
6. Within thirty (30) calendar days of its receipt of a complete and accurate Bona Fide Request, SBC-AMERITECH shall provide to CLEC a Preliminary Analysis of the BFR Item (the "**Preliminary Analysis**"). The Preliminary Analysis shall respond in one of the following ways:
  - 6.1. indicate that SBC-AMERITECH will provide the BFR Item; or
  - 6.2. provide a detailed explanation that access to such BFR Item is not technically feasible and/or that the request does not qualify as one that is required to be provided under the Act; or that the BFR is not the correct process for the request.

7. If the Preliminary Analysis indicates that SBC-AMERITECH will provide the BFR Item, CLEC may, at its discretion, provide written authorization for SBC-AMERITECH to prepare a “**BFR Quote**”. The BFR Quote shall, as applicable, include: (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs (v) terms and conditions by which the Request shall be made available, and (vi) any other information SBC-AMERITECH deems relevant to CLEC’s request for the BFR Item. CLEC’s written authorization to develop the BFR Quote must be received by SBC-AMERITECH within thirty (30) calendar days of CLEC’s receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled, subject to CLEC’s obligation to pay SBC-AMERITECH’s reasonable costs incurred for the Preliminary Analysis as set forth in **Section 4**, above. Any request by CLEC for SBC-AMERITECH to proceed with the preparation of the BFR Quote received after the thirty (30) calendar day window will require CLEC to submit a new BFR.
8. As soon as feasible, but not more than thirty (30) (calendar) days after its receipt of authorization to prepare the BFR Quote, SBC-AMERITECH shall provide to CLEC a BFR Quote.
9. Within thirty (30) days of its receipt of the Bona Fide Request Quote, CLEC must either confirm its order for the BFR Item pursuant to the Bona Fide Request Quote or cancel the Bona Fide Request and reimburse SBC-AMERITECH for its reasonable costs incurred in the preparation of the BFR Quote. If CLEC believes SBC-AMERITECH’s BFR Quote is inconsistent with the requirements of the Act, it may exercise its rights under **Article XXVIII, Section 28.3** of the Agreement. If SBC-AMERITECH does not receive notice of confirmation or cancellation of the BFR within such thirty (30) calendar day period, the BFR shall be deemed canceled and CLEC will reimburse SBC-AMERITECH for its reasonable costs incurred in preparing the BFR Quote.
10. Unless CLEC agrees otherwise, all prices and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act, the FCC and/or the Commission.
11. If a Party to a Bona Fide Request believes that the other Party is not requesting, negotiating, or processing the Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with the Act, such Party may exercise its rights under **Section 28.3** of this Agreement or may otherwise seek mediation by the Commission, including the use of any expedited procedures, pursuant to Section 252 of the Act, after giving the other Party written notice at least five (5) calendar days in advance of invoking **Section 28.3**.