



## **ATTACHMENT 08 - BONA FIDE REQUEST**



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## 1.0 Introduction

- 1.1 The Parties agree that CLEC is entitled to order any Section 251 or 251(c)(3) element required to be made available by FCC requirements pursuant to the Act. A Bona Fide Request (BFR) is to be used when CLEC makes a request of AT&T-22STATE to provide a new or modified Section 251 or 251(c)(3) element that is not currently offered by AT&T-22STATE but is required to be made available via the Act.

## 2.0 Definitions

- 2.1 “BFR” means a Bona Fide Request pursuant to the Act.
- 2.2 “Complex Request Evaluation Fee” means an Individual Case Basis (ICB) fee to compensate AT&T-22STATE for the extraordinary expenses directly related to the CLEC’s BFR which is a complex request that requires the allocation and engagement of additional resources above the existing allocated resources used on BFR cost development which include, but are not limited to, expenditure of funds to develop feasibility studies, specific resources that are required to determine request requirements (such as operation support system analysts, technical managers, software developers), software impact analysis by specific software developers; software architecture development, hardware impact analysis by specific system analysts, etc.
- 2.3 “Development Rate” means the estimated cost for AT&T-22STATE to develop the new or modified 251(c)(3) element and other network elements.

## 3.0 Responsibilities of the Parties

- 3.1 A BFR shall be submitted by CLEC on the BFR Application Form, located on the AT&T CLEC Online website, to the designated AT&T-22STATE Local Service Specialist and shall specifically identify the requested service date, technical requirements, and/or such other specifications that clearly define the request such that AT&T-22STATE has sufficient information to analyze and prepare a response. Such a request shall also include CLEC’s designation of the BFR as being pursuant to the Act.
- 3.1.1 CLEC shall include with its BFR Application Form a “BFR Deposit” to cover preliminary evaluation costs. See Pricing Schedule for the BFR Deposit amount.
- 3.1.2 If the BFR Deposit amount identified in the Pricing Schedule is not made at the time of the BFR Application, CLEC shall be responsible for all preliminary evaluation costs incurred by AT&T-22STATE to complete the preliminary analysis (regardless of whether such costs are greater or lesser than the BFR Deposit amount in the Pricing Schedule).
- 3.1.3 If CLEC submits a BFR Deposit with its BFR, and AT&T-22STATE is not able to process the request or determines that the request does not qualify for BFR treatment, then AT&T-22STATE will credit the BFR Deposit amount to the CLEC’s account. Similarly, if the costs incurred to complete the Preliminary Analysis are less than the BFR Deposit, the balance of the deposit will, at the option of CLEC, either be credited toward the CLEC’s account or credited toward any additional developmental costs authorized by CLEC.
- 3.2 Within two (2) Business Days of AT&T-22STATE’s receipt of a fully complete and valid BFR, AT&T-22STATE shall acknowledge, in writing, its receipt and identify a single point of contact responsible for responding to the BFR and shall request any additional information needed to process the BFR to the extent known at that time. Notwithstanding the foregoing, AT&T-22STATE may reasonably request additional information from CLEC at any time during the processing of the BFR.
- 3.3 For any new or modified Section 251 or 251(c)(3) element required to be unbundled by Act, if AT&T-22STATE determines that the preliminary analysis of the requested BFR is of such complexity that it will cause AT&T-22STATE to expend extraordinary resources to evaluate the BFR, AT&T-22STATE shall notify CLEC within ten (10)

Business Days of AT&T-22STATE's receipt of the BFR that a Complex Request Evaluation Fee will be required prior to the preliminary analysis of the BFR being performed by AT&T-22STATE. If CLEC accepts the Complex Request Evaluation Fee proposed by AT&T-22STATE, CLEC shall submit such fee within thirty (30) Business Days of AT&T-22STATE's notice that a Complex Request Evaluation Fee is required. AT&T-22STATE will not be obligated to further process the BFR until such Complex Request Evaluation Fee is received by AT&T-22STATE. Within thirty (30) Business Days of AT&T-22STATE's receipt of the Complex Request Evaluation Fee, AT&T-22STATE shall respond to CLEC by providing a preliminary analysis.

- 3.4 If AT&T-22STATE is not required to expend extraordinary resources to evaluate the BFR as described in Section 3.3 above, then within thirty (30) Business Days of AT&T-22STATE's receipt of CLEC's fully complete and valid BFR, AT&T-22STATE shall respond to CLEC by providing a preliminary analysis of the new or modified Section 251 or 251(c)(3) element. The preliminary analysis shall confirm either that AT&T-22STATE will or will not offer the new or modified Section 251 or 251(c)(3) element.
- 3.5 CLEC may cancel a BFR at any time up until thirty (30) Business Days after receiving AT&T-22STATE's preliminary analysis. If CLEC cancels the BFR within thirty (30) Business Days after receipt of AT&T-22STATE's preliminary analysis, AT&T-22STATE shall be entitled to retain the BFR Deposit or any Complex Request Evaluation Fee, minus those costs that have not been incurred by AT&T-22STATE as of the date of cancellation.
- 3.6 CLEC will have thirty (30) Business Days from receipt of the preliminary analysis to accept the preliminary analysis. CLEC must provide acceptance of the preliminary analysis in writing and provide the payment of the estimated Development Rate for the new or modified network element quoted in the preliminary analysis. If CLEC fails to respond within this thirty (30) Business Day period, the BFR will be deemed cancelled.
- 3.7 As soon as feasible, but not more than ninety (90) calendar days after AT&T-22STATE's receipt of CLEC's written acceptance of the preliminary analysis and payment of the estimated Development Rate, AT&T-22STATE shall provide to CLEC a firm price quote. The firm price quote will include any additional Development Rates, the nonrecurring rate and the recurring rate, and a detailed implementation plan. The firm nonrecurring rate will not include any of the Development Rate or the Complex Request Evaluation Fee, if required, in the calculation of this rate.
- 3.8 CLEC shall have thirty (30) Business Days from receipt of the firm price quote to accept or deny the firm price quote in writing and submit any additional Development Rates or nonrecurring rates quoted in the firm price quote. If AT&T-22STATE does not receive Notice of any of the foregoing within such thirty (30) Business Day period, the BFR shall be deemed canceled. CLEC shall be responsible to reimburse AT&T-22STATE for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by AT&T-22STATE).
- 3.9 Unless CLEC agrees otherwise, all prices shall be consistent with the applicable pricing principles and provisions of the Act.
- 3.10 If CLEC believes that AT&T-22STATE's firm price quote is not consistent with the requirements of the Act, either Party may seek dispute resolution in accordance with the Dispute Resolution provisions set forth in the General Terms and Conditions of this Agreement.
- 3.11 Upon agreement to the rates, terms and conditions of the BFR, an amendment to this Agreement may be required and the Parties shall negotiate such amendment in good faith.