

**Attachment 10**

**Bona Fide Request/New Business Request Process**

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- 1.0 When applicable. Bona Fide Request/New Business Requests (“BFR/NBR”) are to be used when TCG requests any Services and Elements not already provided in this Agreement or the process needed to provide the Services and Elements, which process is not provided in this Agreement, (collectively for purposes of this Attachment 10, “the Services”). TCG may also utilize this process to make a request not already provided in this Agreement where said request does not constitute a request under the Telecommunications Act of 1996. This Attachment 10 does not apply to Section 9 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.
- 1.1 Details required. A BFR/NBR shall be submitted in writing by TCG and shall specifically identify: (i) the date requested for the Services; (ii) the Services requested; (iii) the associated technical requirements; (iv) space requirements; and (v) other specifications necessary to clearly define the request. If applicable, such a request also shall include TCG's designation of the request as being an obligation of BellSouth pursuant to the Telecommunications Act of 1996.
- 1.2 TCG cancellation. TCG may cancel a BFR/NBR in writing at any time. BellSouth will then cease analysis of the request. If TCG cancels a BFR/NBR after BellSouth has received TCG's written "notice to proceed" as described in Section 1.6 of this Attachment 10, TCG agrees to pay BellSouth the reasonable, demonstrable, and actual costs directly related to complying with TCG's BFR/NBR up to the date of cancellation.
- 1.3 BellSouth acknowledgment. Within two (2) business days of receipt of a BFR/NBR, BellSouth shall acknowledge in writing its receipt and identify its single point of contact responsible for responding to the request and shall request any additional information needed to process the request. Notwithstanding the foregoing, BellSouth may reasonably request additional information from TCG at any time during the processing of the BFR/NBR.
- 1.4 Preliminary analysis delivery. Unless otherwise agreed by both parties in writing, within thirty-five (35) calendar days of its receipt of a BFR/NBR, BellSouth shall either provide to TCG a preliminary analysis of the BFR/NBR or notify TCG that it needs more time to provide TCG with its preliminary analysis, at which time TCG and BellSouth will then determine a mutually agreeable date for delivery of the preliminary analysis.

- 1.5 Preliminary analysis details. The preliminary analysis will state whether BellSouth can meet TCG's requirements and shall include BellSouth's proposed price plus or minus 25 percent ("the Preliminary Analysis Range") and the date the request can be met. If BellSouth cannot provide the Services by the requested date, it shall provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet TCG's requested date. The preliminary analysis also will include a detailed breakdown of the costs supporting the proposed price, including the development costs, as defined in Section 1.7 below, necessary to complete TCG's BFR/NBR. BellSouth also shall indicate in the preliminary analysis its agreement or disagreement with TCG's designation of the request as an obligation under the Telecommunications Act of 1996. If BellSouth does not agree with TCG's designation, it may use the dispute resolution process set forth in Section 18 of the General Terms and Conditions of this Agreement, incorporated herein by this reference. In no event, however, shall any dispute delay BellSouth's processing of the request.
- 1.6 Notice to proceed. After providing the preliminary analysis to TCG, BellSouth shall proceed with TCG's BFR/NBR upon receipt of TCG's written "notice to proceed." This "notice to proceed" shall not be construed by BellSouth as a waiver of TCG's right to invoke dispute resolution process set forth in Section 16 of the General Terms and Conditions of this Agreement, incorporated herein by this reference, as to any issue, including BellSouth's proposed price, the reasonable, demonstrable, and actual costs incurred in the event of TCG's cancellation of a BFR/NBR, or the amount of development costs paid. All payments are subject to adjustment according to the outcome of the dispute resolution process set forth in Section 16 of the General Terms and Conditions of this Agreement, incorporated herein by this reference. In no event shall any dispute delay BellSouth proceeding with completing the BFR/NBR.
- 1.7 Development costs. Subject to the provision of Section 1.6 above, after receipt and review of BellSouth's preliminary analysis, if TCG decides to proceed, TCG agrees to pay the fixed amount identified in the preliminary analysis for the initial work required to develop the project plan, create the design parameters, and establish all activities and resources required to complete the BFR/NBR. These costs will be referred to as "development" costs. The development costs identified in the preliminary analysis are fixed. TCG will begin processing the payment of development costs at the time it issues the written "notice to proceed" with payment due to BellSouth within 15 days of the issuance of the notice to proceed.

- 1.8 Interim payment in the event of price dispute. In the event of a dispute over payments made by TCG or requested by BellSouth, including development costs and any interim progress payment, upon BellSouth's written request, TCG agrees to negotiate an interim lump sum progress payment to compensate BellSouth for its reasonable, demonstrable and actual costs incurred in processing TCG's BFR/NBR. The interim lump sum progress payment shall be calculated by determining the average between BellSouth's proposed price and TCG's estimate of the price for processing its BFR/NBR. TCG agrees to pay 50% of this amount as the interim lump sum progress payment. If TCG's proposed price is less than 50% of BellSouth's proposed price, the average shall be calculated by assuming that TCG's price is exactly 50% of BellSouth's proposed price.
- 1.9 Firm quote delivery. As soon as possible, but in no event later than sixty-five (65) calendar days after receipt of the request, BellSouth shall provide TCG with a firm BFR/NBR response that will include, at a minimum, the firm availability date, the installation intervals, a binding price quote, which shall not exceed the Preliminary Analysis Range, and a final detailed breakdown of all costs supporting the final price.
- 1.10 Acceptance or rejection of firm quote. Within thirty (30) calendar days after receipt of the firm BFR/NBR response from BellSouth, TCG will notify BellSouth in writing of its acceptance or rejection of BellSouth's proposal. If BellSouth receives no response to the firm quote from TCG within the thirty day time frame, BellSouth shall issue a written request for confirmation that TCG does not wish to proceed with the BFR/NBR. If BellSouth receives no response from TCG within five (5) calendar days of its written request for confirmation, BellSouth may consider the BFR/NBR canceled. BellSouth may recover any costs incurred to the extent permitted under the provision of Section 1.2 of this Attachment 10.
- 1.11 Pricing Principles. Unless TCG agrees otherwise, all proposed prices shall be derived in accordance with the Act and any applicable Commission rules and regulations. Payments for Services purchased under a BFR/NBR will be made as specified in this Attachment 10, unless otherwise agreed to by TCG.
- 1.12 Amendment. Upon TCG's acceptance of the firm quote by BellSouth, the parties shall amend the Agreement to incorporate the Services contemplated by the BFR/NBR. The amendment shall include all pertinent rates, terms and conditions and shall be filed with the appropriate regulatory commission pursuant to the requirements of the Act.