

EXHIBIT A

**MCI/SBC ILLINOIS CONFORMANCE DISPUTES
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		<p><u>became effective as of October 2, 2003), SBC ILLINOIS is no longer required to provide the following network elements under Section 251(c)(3) of the Act (the "TRO Declassified Elements"):</u></p> <ul style="list-style-type: none"> (i) <u>Entrance Facilities;</u> (ii) <u>OCN-level Dedicated Transport;</u> (iii) <u>Unbundled Local Circuit Switching for enterprise market customers ("Enterprise Market Customer" is used herein as in the Triennial Review Order and refers to an End User being served by a DS1 or higher capacity loop, or being served at a single location by a number of DS0 loops that exceeds the maximum number of DS0 loops (referred to as the "DS0 cut-off"). The DS0 cut-off shall be four (4) or more DS0s at a single location;</u> (iv) <u>OCn-level Loops;</u> (v) <u>the Feeder portion of the Loop;</u> (vi) <u>Line Sharing;</u> (vii) <u>any CNAM databases and/or information, LIDB databases and/or information, toll free databases and/or information, SS7 systems, shared transport and OS/DA when used in conjunction with Unbundled Local Switching for Enterprise Market Customers;</u> (viii) <u>SS7 signaling that is not provisioned in connection with CLEC's use of SBC ILLINOIS' unbundled local switching;</u> (ix) <u>Packet switching, including</u> 	<p><i>implementing any transition required by the terms of the TRO Remand Order and agree that such transition shall be self-effectuating and accomplished without the need for amendment to this Agreement. If the Parties cannot agree on a transition plan within thirty (30) days, either Party may seek expedited dispute resolution from the Commission. To the extent necessary, the Parties shall also negotiate an appropriate conforming amendment to the Agreement in accordance with the requirements of this Section 3. If the Parties cannot agree on an amendment within thirty (30) days, either Party may seek expedited dispute resolution from the Commission.</i></p> <p>3.5.2 <i>Intentionally Omitted.</i></p> <p>3.5.3 <i>Intentionally Omitted.</i></p> <p>3.5.4 If the TRO Remand Order determines that any of all of the Interim UNEs are still subject in some fashion to the unbundling requirements of Section 251(c)(3) of the Act, either Party may request that the Parties negotiate an appropriate conforming amendment in accordance with Section 23 (Intervening Law) of the General Terms and Conditions of this Agreement.</p> <p>3.6 Section 13-801 Requirements</p> <p>3.6.1 To the extent that SBC ILLINOIS is no longer obligated to provide the TRO Remand Declassified Elements pursuant to Section 251(c)(3) of the Act it is, nonetheless, obligated to provide the TRO Declassified Elements insofar as they are required to be unbundled under Section 13-801 of the Illinois Public Utilities Act (220 ILCS 5/13-801) as that Section has been interpreted by the Commission.</p> <p>3.6.2 <i>Upon written notice from either Party, the Parties shall meet to agree to a plan for implementing any transition required by changes to Section 13-801 and agree that such transition shall be self-effectuating and accomplished without the need for amendment to this Agreement. If the Parties cannot agree on a transition plan within thirty (30) days, either Party may seek expedited</i></p>
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		<p><u>routers and DSLAMs;</u></p> <p>(x) <u>the packetized bandwidth, features, functions, capabilities, electronics and other equipment used to transmit packetized information over Hybrid Loops (as defined in 47 CFR 51.319 (a)(2)), including without limitation, xDSL-capable line cards installed in digital loop carrier ("DLC") systems or equipment used to provide passive optical networking ("PON") capabilities.;</u></p> <p>(xi) <u>Fiber-to-the-home loops and fiber-to-the-curb loops (as defined in 47 CFR § 51.319(a)(3)) ("FTTH Loops" and "FTTC Loops"), except to the extent that SBC-ILLINOIS has deployed such fiber in parallel to, or in replacement of, an existing copper loop facility and elects to retire the copper loop, in which case SBC-ILLINOIS will provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH Loop or FTTC Loop on an unbundled basis to the extent required by the terms and conditions of this Agreement.</u></p> <p>3.5 TRO Remand Order</p> <p>3.5.1 <u>On February 4, 2005, the FCC released an Order on Remand out of its Notice of Proposed Rulemaking, In the Matter of Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, WC Docket No. 04-313, CC Docket No. 01-338 ("TRO Remand Order").</u></p> <p>3.5.2 <u>The TRO Remand Order Declassified</u></p>	<p><i>dispute resolution from the Commission. To the extent necessary, the Parties shall also negotiate an appropriate conforming amendment to the Agreement in accordance with the requirements of this Section 3. If the Parties cannot agree on an amendment within thirty (30) days, either Party may seek expedited dispute resolution from the Commission.</i></p> <p>3.6.3 If an Order in Docket 01-0614 determines that any of all of the Interim UNEs are still subject in some fashion to the unbundling requirements of Section 13-801 of the Illinois Public Utilities Act, either Party may request that the Parties negotiate an appropriate conforming amendment in accordance with Section 23 (Intervening Law) of the General Terms and Conditions of this Agreement.</p> <p>3.7 Section 271 Requirements</p> <p>3.7.1 In the event that SBC ILLINOIS is no longer obligated to provide the TRO Remand Declassified Elements pursuant to Section 251(c)(3) of the Act it is, nonetheless, obligated to provide certain elements under Section 271 of the Act, at just and reasonable rates (the "271 Elements") <i>including but not limited:</i></p> <ul style="list-style-type: none"> (i) Local loop transmission from the central office to the End User's premises (unbundled from local switching or other services); (ii) Local transport from the trunk side of a wireline local exchange carrier switch (unbundled from switching or other services); (iii) Local switching (unbundled from transport, local loop transmission, or other services); (iv) nondiscriminatory access to databases and associated signaling necessary for call routing and completion. <p>3.7.2 <i>Intentionally Omitted.</i></p> <p>3.7.3 <i>Intentionally Omitted.</i></p>
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<u>ORIGINAL ISSUE NUMBER</u>	<u>APPENDIX AND SECTION REFERENCES</u>	<u>SBC LANGUAGE</u>	<u>MCI LANGUAGE</u>
Price List 39	Lines 963 - 979	Intentionally Omitted	See price list
UNE 2	Section 3	<p>3 INTERIM UNES</p> <p>3.1 The Parties acknowledge and agree that prior to the Effective Date, the FCC issued an Order and Notice of Proposed Rule Making ("Interim Requirements Order") directing SBC ILLINOIS to continue to make Section 251 unbundled mass market Switching (including ULS-ST, CNAM database, LIDB, 800 database, Operator Services, Directory Assistance and SS7, but only insofar as they are used in conjunction with 251 unbundled mass market switching, enterprise loops, and Dedicated Transport ("Interim UNES") and combinations including such Interim UNES (including UNE-P) available to MCI as unbundled Network Elements in accordance with the terms and conditions available to MCI in the Parties' interconnection agreements and SBC ILLINOIS' tariffs in effect on June 15, 2004. The Parties agree that the applicable terms and conditions of that interconnection agreement and tariffs are hereby incorporated by reference into this Agreement.</p> <p><u>3.2 The Parties agree that SBC ILLINOIS shall make these Interim UNES available pursuant to this Agreement in accordance with the requirements of this Section 3 until the earlier of (i) an effective FCC Order on Remand from the Triennial Review Order ("TRO Remand Order") affecting specific unbundling obligations under Section 251(c)(3) of the Act for the Interim UNES or (ii) March 11, 2005.</u></p> <p>3.3 Pricing of Interim UNES. SBC ILLINOIS shall make Interim UNES available to MCI at rates determined in accordance with the subparagraph entitled "Interim Period" in Paragraph 29 of the Interim Requirements Order.</p> <p>3.4 <u>TRO Declassified Elements</u></p> <p><u>3.4.1 By operation of the FCC's Triennial Review Order (released on August 21, 2003 a "Report and Order on Remand and Further Notice of Proposed Rulemaking" in CC Docket Nos. 01-338, 96-98 and 98-147, 18 FCC Rcd 16978 (as corrected by the Errata, 18 FCC Rcd 19020, and as modified by Order on Reconsideration (rel. August 9, 2004) (the "Triennial Review Order" or "TRO"), which</u></p>	<p>3 INTERIM UNES</p> <p>3.1 The Parties acknowledge and agree that prior to the Effective Date, the FCC issued an Order and Notice of Proposed Rule Making ("Interim Requirements Order") directing SBC ILLINOIS to continue to make Local Circuit Switching (including ULS-ST, CNAM database, LIDB, 800 database, Operator Services, Directory Assistance and SS7, DS1 and DS3 Local Loops, and Dedicated Transport ("Interim UNES") and combinations including such Interim UNES (including UNE-P) available to MCI as unbundled Network Elements in accordance with the terms and conditions available to MCI in the Parties' interconnection agreements and SBC ILLINOIS' tariffs in effect on June 15, 2004. The Parties agree that the applicable terms and conditions of that interconnection agreement and tariffs are hereby incorporated by reference into this Agreement.</p> <p>3.2 <i>Intentionally Omitted.</i></p> <p>3.3 Pricing of Interim UNES. SBC ILLINOIS shall make Interim UNES available to MCI at rates determined in accordance with the subparagraph entitled "Interim Period" in Paragraph 29 of the Interim Requirements Order.</p> <p>3.4 <i>Intentionally Omitted</i></p> <p>3.4.1 <i>Intentionally Omitted</i></p> <p>3.5 TRO Remand Order</p> <p>3.5.1 <i>After the Effective Date, if an effective TRO Remand Order affects the Parties' obligations regarding any of the Interim UNES, SBC ILLINOIS shall make any Declassified Interim UNES available to MCI, at MCI's sole option, (i) at TELRIC rates pursuant to Section 13-801 of the Illinois Public Utilities Act unless and until such rates are changed by the Commission or (ii) at just and reasonable rates pursuant to Section 271 of the Act. Upon written notice from either Party, the Parties shall meet to agree to a plan for</i></p>

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		<p style="text-align: center;"><u>Elements includes:</u></p> <p>(i) <u>Unbundled local circuit switching for mass market customers ("mass market customers" is used herein as in the Triennial Review Order);</u></p> <p>(ii) <u>DS1- and DS3-level transport between certain wire centers;</u></p> <p>(iii) <u>DS1- and DS3-level loops between certain wire centers; and</u></p> <p>(iv) <u>Dark fiber loops and transport.</u></p> <p>3.5.3 <u>If, by operation of the TRO Remand Order, or the expiration of the Interim Period, whichever occurs first, SBC Illinois is no longer required to provide certain network elements under Section 251(c)(3) of the Act (the "TRO Remand Declassified Elements"), then the following section 3.6 shall apply to the TRO Remand Declassified Elements only, and shall govern the treatment of the affected Element(s) rather than Section 23 (Intervening Law) of the General Terms and Conditions of this Agreement.</u></p> <p>3.5.4 If the TRO Remand Order determines that any of all of the Interim UNEs are still subject in some fashion to the unbundling requirements of Section 251(c)(3) of the Act, either Party may request that the Parties negotiate an appropriate conforming amendment in accordance with Section 23 (Intervening Law) of the General Terms and Conditions of this Agreement.</p> <p>3.6 Section 13-801 Requirements</p> <p>3.6.1 To the extent that SBC ILLINOIS is no longer obligated to provide the TRO Remand Declassified Elements pursuant to Section 251(c)(3) of the Act it is, nonetheless, obligated to provide the TRO Declassified Elements insofar as they are required to be unbundled under Section 13-801 of the Illinois Public Utilities Act (220 ILCS 5/13-801)as that Section has been interpreted by the Commission.</p> <p>3.6.2 <u>In the event any legislative or administrative</u></p>	<p>3.8 <i>Intentionally Omitted.</i></p>
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		<p>(iv) nondiscriminatory access to databases and associated signaling necessary for call routing and completion.</p> <p>3.7.2 <u>Accordingly, notwithstanding that SBC ILLINOIS may be no longer obligated to provide the TRO Remand Declassified Elements pursuant to Section 251(c)(3) of the Act, and notwithstanding the occurrence of one or more events under Section 3.6.2, above, SBC ILLINOIS shall remain obligated to provide access to the 271 Elements under this Agreement, except that the 271 Elements need only be provided at "just and reasonable rates," not at TELRIC rates.</u></p> <p>3.7.3 <u>In the event any legislative or administrative body of competent jurisdiction (including the FCC and the Commission) or any court of competent jurisdiction promulgates statutes, rules, regulations or orders finding, or having the effect of finding, that one or more of the TRO Remand Declassified Elements are not required to be unbundled under Section 271, then SBC ILLINOIS shall no longer be obligated to provide the affected Element(s) under this Agreement, and Section 3.8 "Notice and Transition" shall apply.</u></p> <p>3.8 <u>Notice and Transition. The following provisions apply upon the occurrence of one or more events described in Sections 3.6.2 and 3.7.3, above:</u></p> <p>3.8.1 <u>SBC ILLINOIS will provide written notice to MCI of fact that one or more of the TRO Remand Declassified Elements are no longer required to be provided under this Agreement. During a transitional period of thirty (30) days from the date of such notice, SBC ILLINOIS agrees to continue providing such Element(s) under applicable terms of this Agreement.</u></p> <p>3.8.2 <u>Upon receipt of such written notice, MCI will cease new orders for such TRO Remand Declassified Elements that are identified in the SBC ILLINOIS notice letter. SBC ILLINOIS reserves the right to monitor, review, and/or reject MCI orders transmitted to SBC ILLINOIS and, to the</u></p>	
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<p>UNE 71 and 72</p>	<p>21 (all, excluding 21.2.5 and subsections)</p>	<p>21.1 At MCI's request, SBC ILLINOIS shall provide combinations of unbundled Network Elements in accordance with the requirements of this Section 21, other applicable requirements of this Agreement and Applicable Law, including 47 CFR Section 315. SBC ILLINOIS may not require MCI to own or control any local exchange facilities as a condition of offering to MCI any Network Element or combination. SBC ILLINOIS may not require MCI to combine Network Elements. SBC ILLINOIS shall not separate Network Elements that are already combined on SBC ILLINOIS's Network unless requested by MCI.</p> <p>21.2 <u>New Combinations Involving UNEs</u></p> <p>21.2.1 <u>Subject to the provisions hereof and upon MCI's request, SBC ILLINOIS shall meet its combining obligations involving UNEs as and to the extent required by FCC rules and orders, and Verizon Comm. Inc. v. FCC, 535 U.S. 467(May 13, 2002) ("Verizon Comm. Inc.") and, to the extent not inconsistent therewith, the rules and orders of relevant state Commission and any other Applicable Law.</u></p> <p>21.2.2 <u>In the event that SBC ILLINOIS denies a request to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with elements possessed by MCI, SBC ILLINOIS shall provide written notice to MCI of such denial and the basis thereof. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to this Agreement. In any dispute resolution proceeding, SBC ILLINOIS shall have the burden, to prove that such denial meets one or more applicable standards for denial, including without limitation those under the FCC rules and orders, Verizon Comm. Inc. and the Agreement, including Section 21.9 of this Appendix.</u></p> <p>21.2.3 <u>Intentionally Omitted.</u></p> <p>21.2.3.1 <u>A "Pre-existing Combination" shall not be considered a new combination involving UNEs under this Section. A Pre-existing Combination includes all orders within the definition of "Contiguous Interconnection of Network Elements."</u></p> <p>21.2.3.1.1 <u>"Contiguous Interconnection of Network Elements" means the situation when CLEC orders all the SBC ILLINOIS UNEs required either</u></p>	<p>21.1 At MCI's request, SBC ILLINOIS shall provide combinations of unbundled Network Elements in accordance with the requirements of this Section 21, other applicable requirements of this Agreement and Applicable Law, including 47 CFR Section 315. SBC ILLINOIS may not require MCI to own or control any local exchange facilities as a condition of offering to MCI any Network Element or combination. SBC ILLINOIS may not require MCI to combine Network Elements. SBC ILLINOIS shall not separate Network Elements that are already combined on SBC ILLINOIS's Network unless requested by MCI.</p> <p>21.2 <i>"Network Element Platform" or "UNE-P" means the combination of a Loop, NID, Local Switching, Shared Transport, databases and signaling (e.g., LIDB), the vertical features resident in SBC ILLINOIS's Switch, and (at MCI's option and where permitted) Operator Services and Directory Assistance.</i></p> <p>21.3 <i>MCI may combine any unbundled Network Element with any other element without restriction.</i></p> <p>21.4 <i>Provision of Combinations of Network Elements</i></p> <p>21.4.1 <i>SBC ILLINOIS shall provide to MCI combinations of unbundled Network Elements under terms and conditions, including prices, as set forth in this Agreement. Specifically, SBC ILLINOIS provides ordinarily combined unbundled Local Loop and unbundled Local Switching with Shared Transport ("ULS-ST") as described below and as defined in this Agreement. Ordinarily combined means that the requested combination is of a type ordinarily used or functionally similar to that used by SBC ILLINOIS or SBC ILLINOIS's end user customers where SBC ILLINOIS provides local service. This offering is referred to as the unbundled Network Elements Platform (UNE-P); sometimes referred to as the Combined Platform Offering (CPO).</i></p> <p>21.4.2 <i>A UNE-P combination, as defined above, will be considered an "ordinary combination" unless (1) SBC ILLINOIS does not provide services using such a combination of unbundled Network Elements, (2) where SBC ILLINOIS does provide services using such combinations, such provisioning is extraordinary (i.e., a limited combination of elements created in order to provide service to a customer under a unique and nonrecurring set of circumstances), or (3) the UNE-P combination contains a network element, feature, or functionality that the Commission does not require</i></p>
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		<p>(1) <u>to convert to a combinations of UNEs-only an SBC ILLINOIS End User customer, another carrier's pre-existing End User customer served exclusively using UNEs, or MCI's or another carrier's resale End User customer</u></p> <p>(2) <u>if the Pre-Existing Combination Includes a local loop UNE with unbundled local switching, to activate that Pre-Existing Combination for MCI (a) without any change in features or functionality that was being provided at the time of the order, and/or (b) the only change needed to route the operator service and directory assistance ("OS/DA") calls from the End User customer to be served by that Pre-Existing Combination to MCI's OS/DA platform via customized routing, and/or (c) with only changes needed in order to change a local switching feature resident and activated in the serving switch and available to the switch port class used to provide service, e.g., call waiting for residential local service, and/or (d) at the time of the order and when the order is worked by SBC ILLINOIS, the End User customer in question is not served by a line sharing arrangement as defined herein (or, if not so defined, by applicable FCC orders) or the technical equivalent, e.g., the loop facility is being used to provide both a voice service and also an xDSL service. (Section 2.11.3.1.1(2)(b) only applies to orders involving customized routing after customized routing has been established to MCI's OS/DA platform from the relevant SBC ILLINOIS local switch, including MCI's payment of all applicable charges to establish that routing.)</u></p> <p>21.2.3.1.2 <u>Upon the effective date of any regulatory, judicial, or legislative action setting forth, eliminating, or otherwise delineating or clarifying the extent of an incumbent LEC's UNE combining obligations, SBC ILLINOIS shall be immediately relieved of any obligation to perform any non-included combining functions or other actions under this Agreement or otherwise, and MCI shall thereafter be solely responsible for any such non-included functions or other actions. This Section 21.9.3.1.2 shall apply in accordance with its terms, regardless of change in law, "intervening law" or any similarly purposed or other provision of the Agreement and, concomitantly, the first sentence of this Section 21.9.3.1.2 shall not affect the applicability of any such provisions in situations not covered by that first sentence.</u></p>	<p><i>SBC ILLINOIS to provide, as or in conjunction with, an unbundled Network Element.</i></p> <p>21.4.3 <i>MCI may request an ordinarily combined UNE-P (combination of unbundled Loop and unbundled ULS-ST) that is currently physically connected which is otherwise known as Pre-Existing UNE-P as defined below, or it may request SBC ILLINOIS to combine (physically connect) the unbundled Loop and ULS-ST on its behalf, which is known as New UNE-P as defined below.</i></p> <p>21.4.4 <i>Pre-Existing ("Currently combined") is the situation when MCI orders all the SBC ILLINOIS unbundled Network Elements required to provide service to and convert a SBC ILLINOIS end user customer, another LEC's pre-existing UNE-P end user customer, or MCI's resale end user customer to a pre-existing UNE-P (a) without any change in features or functionality that was being provided by SBC ILLINOIS (or by MCI on a resale basis) at the time of the order and/or (b) with only the change needed to route the end user customer's operator service and directory assistance (OS/DA) calls to MCI's OS/DA platform via customized routing where such customized routing has already been established to MCI's OS/DA platform from the relevant SBC ILLINOIS local switch.</i></p> <p>21.4.5 <i>A New UNE-P combination of unbundled Network Elements as provided under this Section is the situation when MCI requests SBC ILLINOIS to provide a combination of unbundled Network Elements of the same type (i.e., unbundled Loop and ULS-ST) that SBC ILLINOIS ordinarily combines to provide service for its end users customers, as delineated in this Section. The New UNE-P combination of unbundled Network Elements, as described above, is not "currently physically combined" as that term is defined herein. Upon request, SBC ILLINOIS will perform the work to combine its unbundled Network Elements to obtain the following specific new UNE-P combinations that include, but are not limited to, the following unbundled Network Element combinations:</i></p> <ul style="list-style-type: none"> <i>_ 2-Wire Basic Analog Loop with Basic Line Port</i> <i>_ 2-Wire P.B.X. Ground Start Analog Loop with Ground Start Line Port</i> <i>_ 2-Wire Basic Analog Loop with Analog DID Trunk Port</i> <i>_ 2-Wire Basic Analog Loop with Centrex</i>
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		<p>21.2.3.1.3 <u>Without affecting the application of Section 21.9.3.1.2 (which shall apply in accordance with its provisions), upon notice by SBC ILLINOIS, the Parties shall engage in good faith negotiations to amend the Agreement to set forth and delineate those functions or other actions that go beyond SBC ILLINOIS' obligation to perform the functions necessary to combine UNEs and combine UNEs with elements possessed by a requesting Telecommunications Carrier, and to eliminate any SBC ILLINOIS obligation to perform such functions or other actions. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties regarding those functions and other actions that go beyond those functions necessary to combine UNEs and combine UNEs with elements possessed by a requesting Telecommunications Carrier, shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.</u></p> <p>21.2.3.2 <u>A new UNE combination does not imply or otherwise indicate the availability of related support system capabilities, including without limitation, whether electronic ordering is available for any particular included new UNE combination in one or more States. Where electronic ordering is not available, manual ordering shall be used.</u></p> <p>21.2.3.3 <u>For a new UNE combination, MCI shall issue appropriate service requests. These requests will be processed by SBC ILLINOIS, and MCI shall be charged the applicable UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered.</u></p> <p>21.2.3.4 <u>Upon notice by SBC ILLINOIS, the parties shall engage in good faith negotiations to amend the Agreement to include a fee(s) for any work performed by SBC ILLINOIS in providing the new UNE combinations, which work is not covered by the charges applicable per Section 21.9.3.3. For any such work done by SBC13-STATE under Section 21.9.1, any such fee(s) shall be a reasonable cost-based fee, and shall be calculated using the Time and Material charges as reflected in State-specific pricing. For any such work that is not so required to be done by SBC ILLINOIS, any such fee(s) shall be at a market-based rate. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any</u></p>	<p><i>Basic Line Port</i> _ 2-Wire Electronic Key Line Analog Loop with Centrex EKL Line Port _ 2-Wire 160kbps (ISDN-BRI) Digital Loop with ISDN Direct Line Port _ 2-Wire 160kbps (ISDN-BRI) Digital Loop with Centrex ISDN Line Port _ 4-Wire Digital Loop with Digital Trunking Trunk Port _ 4-Wire Digital Loop with ISDN Prime Trunk Port _ 4-Wire Digital Loop with ULS DS1 Trunk Port _ 2-Wire Analog COPTS Coin Loop with COPTS-Coin Line Port _ 2-Wire Basic Analog Loop with Basic COPTS Line Port</p> <p><i>The above combinations of unbundled Loops and ULS-ST are offered as described in this Agreement. Other unbundled Loop and ULS-ST combinations that MCI believes are ordinarily combined may be requested via the Bona Fide Request for an Ordinary Combination (BFR-OC) process as described herein.</i></p> <p>21.4.6 <i>Collocation, as defined in this Agreement, is not required for access to ordinarily combined unbundled Loops and ULS-ST.</i></p> <p>21.4.7 <i>SBC ILLINOIS will offer to provide its Operator Services and/or Directory Assistance Services (OS/DA) to be optionally used by MCI with Pre-Existing and New UNE-P for an additional charge as specified in Appendix Pricing of this Agreement.</i></p> <p>21.4.8 <i>Upon MCI's request, SBC ILLINOIS shall provide branding of MCI's OS/DA traffic routed to SBC ILLINOIS's OS/DA platform(s) at the rates set forth in Appendix Pricing of this Agreement.</i></p> <p>21.4.9 <i>Non-Telecommunications Services shall not be included with Provision of Pre-Existing and New UNE-P. This includes, but is not limited to, voice mail, inside wire maintenance, customer premises equipment and calling card services.</i></p> <p>21.4.10 <i>Recurring and nonrecurring charges for ordinarily combined Pre-Existing and New UNE-P will be applied as shown in Appendix Pricing of this Agreement.</i></p> <p>21.6 <i>Ordering and Provisioning</i></p>
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		<p><u>such notice, the remaining disputes between the parties concerning any such fee(s) shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.</u></p> <p>21.2.4 <u>In accordance with and subject to the provisions of this Section 21.9, any request not included in Section 21.9.3 in which MCI wants SBC ILLINOIS to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with elements possessed by MCI (as well as requests where MCI also wants SBC ILLINOIS to complete the actual combination), shall be made by MCI in accordance with the bona fide request (BFR) process set forth in this Agreement.</u></p> <p>21.2.4.1 <u>In any such BFR, MCI must designate among other things the UNE(s) sought to be combined and the needed location(s), the order in which the UNEs and any MCI elements are to be connected, and how each connection (e.g., cross-connected) is to be made between an SBC ILLINOIS UNE and the network element(s) possessed by MCI.</u></p> <p>21.2.4.2 <u>In addition to any other applicable charges, MCI shall be charged a reasonable cost-based fee for any combining work done by SBC ILLINOIS under Section 21.9.1. Such fee shall be calculated using the Time and Material charges as reflected in the State-specific Appendix Pricing. SBC ILLINOIS's Preliminary Analysis to the BFR shall include an estimate of such fee for the specified combining. With respect to a BFR in which MCI requests SBC ILLINOIS to perform work not required by Section 2.12.1, MCI shall be charged a market-based rate for any such work.</u></p> <p>21.2.5 Without affecting the other provisions hereof, the UNE combining obligations referenced in this Section 21 apply only in situations where each of the following is met:</p> <p>21.2.5.1 it is technically feasible, including that network reliability and security would not be impaired;</p> <p>21.2.5.2 SBC ILLINOIS's ability to retain responsibility for the management, control, and performance of its network would not be impaired;</p>	<p>21.6.1 <i>SBC ILLINOIS will provide MCI with electronic access for pre-ordering capabilities and service order requests for Pre-Existing and New UNE-P.</i></p> <p>21.6.2 <i>The service installation for each specific New UNE-P combination will be provided at parity with the comparable SBC ILLINOIS retail service.</i></p> <p>21.6.3 <i>Unless MCI directs SBC ILLINOIS otherwise (for example MCI submits an order with a due date beyond three days after date of submission) or a contrary agreement, entered into after June 30, 2001, between SBC ILLINOIS and the telecommunications carrier that provides otherwise, as of 12:01 a.m. on the third business day after placing an order for UNE-P, MCI shall be the presubscribed primary local exchange carrier for that end user customer line and shall be entitled to receive, or to direct the disposition of, all revenues for all telecommunications services that utilize the unbundled Network Elements in that UNE-P, unless it is established that the end user customer of the existing local exchange service did not authorize MCI to make the request.</i></p> <p>21.6.4 <i>When MCI places an order for a Pre-Existing UNE-P that does not require field work outside of the central office, for an end user customer that has existing local exchange telecommunications service provided by SBC ILLINOIS, unless otherwise agreed by SBC ILLINOIS and MCI, SBC ILLINOIS shall provide MCI with the ordered Pre-Existing UNE-P within 3 business days for at least 95% of the orders for MCI for each month.</i></p> <p>21.6.5 <i>When MCI places an order for Pre-Existing Network Elements platform that does not require field work outside of the central office, for an end user customer that has existing local exchange telecommunications service provided by SBC ILLINOIS, unless otherwise agreed by SBC ILLINOIS and MCI, SBC ILLINOIS shall provide the ordered Pre-Existing UNE-P without any unnecessary disruption to the end user customer's services.</i></p> <p>21.6.6 <i>SBC ILLINOIS shall not disconnect any splitter used in combination with a requested Network Element platform. Nor will SBC ILLINOIS disrupt any service to an end user customer being served using a Network Element platform.</i></p> <p>21.6.7 <i>SBC ILLINOIS shall allow, and provide for, cross</i></p>
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		<p>21.2.5.3 Intentionally omitted.</p> <p>21.2.5.4 it would not undermine the ability of other Telecommunications Carriers to obtain access to UNES or to Interconnect with SBC ILLINOIS's network.</p> <p>21.2.5.5 Intentionally Omitted.</p> <p>21.2.6 Intentionally Omitted.</p> <p>21.2.7 Intentionally Omitted.</p> <p>21.2.8 <u>The obligation of SBC ILLINOIS to provide any new UNE combination involving a UNE loop and/or UNE transport is also subject to Section 21.9.3.1, including the need for submission of a certification, where required thereunder, associated with the submission of an order for a new UNE combination.</u></p>	<p><i>connects between a noncollocated telecommunications carrier's (including MCI) Network Elements platform, including a splitter, and the facilities of any collocated carrier (including MCI), consistent with safety and network reliability standards.</i></p> <p>21.6.8 <i>Where a Network Element platform being used in combination with the provision of an xDSL data service is requested that does not require any field work outside the central office, SBC ILLINOIS shall provision that platform in the same interval, and at the same rates, as a unbundled Network Element platform provisioned without an advanced data service.</i></p> <p>21.6.9 <i>Where a Network Element platform being used in combination with the provision of an xDSL data service is requested that does require field work outside the central office, SBC ILLINOIS shall provision that platform in an interval no longer than the intervals established for similar arrangements where SBC ILLINOIS provides voice services.</i></p> <p>21.7 TECHNICAL REFERENCES</p> <p>21.7.1 <i>Technical References for the unbundled Network Elements comprising Pre-Existing and New UNE-P can be found in this Appendix UNE.</i></p> <p>21.8 RATE APPLICATION AND PRICES</p> <p>21.8.1 <i>All recurring, minute of use (MOU), and per message charges applicable to each UNE comprising the combination as defined in Appendix Pricing of this Agreement apply to Existing or New UNE-P with the following clarifications:</i></p> <p><i>_ One (1) Cross-Connection Service charge shall apply to each Pre-Existing or New UNE-P.</i></p> <p><i>_ One (1) Service Coordination Fee shall apply to Pre-Existing or New UNE-P per carrier bill, per switch.</i></p> <p>21.8.2 <i>When unbundled Loop and ports are provided with splitter functionality, the non-recurring rate for recovery of splitter costs shall be assessed to the provider of voice services. Loop, port and applicable splitter charges shall be assessed to the purchaser of the unbundled loop and switch port.</i></p>
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			<p>21.8.3 Non-Recurring Charges</p> <p>21.8.3.1 <i>The only non-recurring charges applicable to the following combinations are those set forth below.</i></p> <p>21.8.3.1.1 <i>Conversion of an existing SBC ILLINOIS access line to UNE-P with Loop and line port combinations "as is," (i.e. conversion to UNE-P with the same features and functions the line had when it was provided by SBC ILLINOIS to the end user customer) or "as directed," (i.e., with different, additional and/or fewer features and functions the line had when it was provided by SBC ILLINOIS to the end user customer) will be assessed: \$1.02 Record Work Only Charge.</i></p> <p>21.8.3.1.2 <i>Additions or changes to an established UNE-P end user customer's service: \$1.02 Record Work Only Charge. Adding or changing Centrex system features will be assessed applicable charges identified in Appendix Pricing of this Agreement.</i></p> <p>21.9 BONA FIDE REQUEST PROCESS FOR AN ORDINARILY COMBINED COMBINATIONS (BFR-OC)</p> <p>21.9.1 <i>A "Bona Fide Request for an Ordinarily Combined Combination" (hereafter referred to as "BFR-OC"), as referenced in this section, is MCI's written request to SBC ILLINOIS to provide an ordinarily combined combination of unbundled Network Elements not specifically identified in this Agreement.</i></p> <p>21.9.2 When MCI submits a BFR-OC, MCI shall provide:</p> <p style="padding-left: 40px;"><i>_ a technical description of each requested feature, capability, functionality or unbundled Network Element requested including specification of what UNEs the telecommunications carrier requests SBC ILLINOIS to combine, or</i></p> <p style="padding-left: 40px;"><i>_ a service provided by SBC ILLINOIS that the telecommunications carrier wishes to provide through an ordinarily combined combination of unbundled Network Elements.</i></p> <p>21.9.3 <i>This includes retail services provided by SBC ILLINOIS that may be requested, on an unbundled basis.</i></p> <p>21.9.4 <i>SBC ILLINOIS will notify both the Commission and MCI each time additional information is requested by SBC ILLINOIS to establish a complete BFR-OC request. The notice will identify the information that is required.</i></p>
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			<p><i>MCI is responsible for supplying the requested information and any related information needed to complete its BFR-OC request.</i></p> <p>21.9.5 <i>For all requests submitted via the BFR-OC process, SBC ILLINOIS will notify MCI within 10 calendar days of receipt of the complete BFR-OC whether SBC ILLINOIS will accept or reject the BFR-OC.</i></p> <p>21.9.6 <i>SBC ILLINOIS will acknowledge receipt of the BFR-OC to the Commission and MCI within two calendar days of receipt of the complete BFR-OC, and will continue to notify the Commission and MCI within two calendar days of SBC ILLINOIS's completion of each step in the handling of the BFR-OC. Notification will not be initiated until all BFR-OC information required by SBC ILLINOIS is received.</i></p> <p>21.9.7 <i>For each complete BFR-OC accepted by SBC ILLINOIS, SBC ILLINOIS will provide MCI within 30 calendar days of receipt of the BFR-OC a preliminary analysis (i.e., a high level estimate of the rate for the requested combination), together with general terms and conditions that apply to the offering.</i></p> <p>21.9.8 <i>If MCI notifies SBC ILLINOIS within 30 calendar days of receipt of SBC ILLINOIS's preliminary analysis that MCI wants SBC ILLINOIS to proceed with development of the "ordinarily combined" combination, SBC ILLINOIS will provide MCI a Final Quote within 60 calendar days of receipt of the notification to proceed. Thee Final Quote will include a price quote, a firm delivery date, and any necessary terms and conditions.</i></p> <p>21.9.9 <i>Both the Commission and MCI will be provided with a complete explanation of the grounds for any denial of any request within two days of the decision being reached. The notice should include at a minimum, the statutory grounds for denial, the factors that went into the decision that grounds for denial existed and the person or persons who participated in reaching the decision to deny the request, including an indication of who the ultimate decision maker was. If the BFR-OC is rejected, MCI may, at its option, resubmit the request as a standard BFR, according to the provisions of Appendix BFR of this Agreement.</i></p> <p>21.9.10 <i>SBC ILLINOIS will waive its standard fees associated with the costs for in the case of a BFR-OC.</i></p>
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			<p>21.9.11 <i>None of the time periods shall begin to run until all BFR-OC information required by SBC ILLINOIS is received.</i></p> <p>21.9.12 <i>MCIm shall submit BFR-OCs via fax between the hours of 7:00 a.m. Central time and 6:00 p.m. on business days at: Fax number: 1-888-435-0134.</i></p> <p>21.9.13 <i>For any request, MCIm must submit the following information, at a minimum, typed:</i></p> <ul style="list-style-type: none"> <i>_ Service type (UNE, Access)</i> <i>_ A designation that the rate schedule be based on Tariff rates or the rate schedule from the telecommunications carrier's interconnection agreement</i> <i>_ For UNE Requests</i> <ul style="list-style-type: none"> <i>- UNE-P</i> <i>- UNE loop functionality type (xDSL, HFPSL, 2W, 4W, Analog, Digital, etc.)</i> <i>- End- User Customer Address</i> <i>- Collocation</i> <i>_ Ancillary UNEs or Services (SS-7, OS/DA, E911, etc.)</i> <p>21.9.14 <i>MCIm shall also include a return fax number to which SBC ILLINOIS can send a response and any other written communications about MCIm's request, and the name and telephone number of the MCIm contact who can provide additional information and otherwise discuss the request.</i></p> <p>21.9.15 <i>A SBC ILLINOIS single point of contact and the particular manner by which such requests are made is necessary to provide SBC ILLINOIS with a reasonable opportunity to respond within the two (2) business day objective. Failure to send a request in this manner, or if the proposed order is incomplete, unclear, or illegible, may prevent SBC ILLINOIS from responding promptly or accurately. The date that the request is received will not be counted in calculating the response time.</i></p> <p>21.9.16 <i>After a Schedule of Rate request is received, SBC ILLINOIS will confirm its receipt to MCIm's designated representative at the fax number provided in MCIm's request, and will provide a SBC ILLINOIS representative to act as contact.</i></p> <p>21.9.17 <i>Schedule of Rates provided in response will not include applicable service order charges.</i></p>
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			<p>21.2.5 Without affecting the other provisions hereof, the UNE combining obligations referenced in this Section 21 apply only in situations where each of the following is met:</p> <ul style="list-style-type: none">21.2.5.1 it is technically feasible, including that network reliability and security would not be impaired;21.2.5.2 SBC ILLINOIS's ability to retain responsibility for the management, control, and performance of its network would not be impaired;21.2.5.3 Intentionally omitted.21.2.5.4 it would not undermine the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with SBC ILLINOIS's network.21.2.5.5 Intentionally Omitted. <p>21.2.6 Intentionally Omitted.</p> <p>21.2.7 Intentionally Omitted.</p>
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