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**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554**

In the Matter of)
)
Application by SBC Communications Inc.,)
Michigan Bell Telephone Company d/b/a)
Ameritech Michigan and Southwestern)
Bell Communications Services, Inc. d/b/a)
Ameritech Long Distance for Provision of)
In-Region InterLATA Services in Michigan)

CC Docket No. _____

**AFFIDAVIT OF SCOTT J. ALEXANDER
ON BEHALF OF AMERITECH**

STATE OF ILLINOIS)
)
COUNTY OF COOK)

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Attachment A

Summary of Ameritech’s Effective Tariffs and Approved Interconnection Agreements

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Comparison of Ameritech Mi2A Key Provisions with Texas T2A (Combinations of Network Elements.)

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I, Scott J. Alexander, being of lawful age and duly sworn upon my oath, do hereby depose and state as follows:

INTRODUCTION

1. My name is Scott J. Alexander. My business address is 2000 W. Ameritech Center Drive, Room 4G46, Hoffman Estates, IL 60196. I am Director - Wholesale Marketing for Ameritech. My current responsibilities include representing Ameritech's wholesale marketing functions before regulatory bodies and other external stakeholders, particularly with respect to Ameritech's compliance with Section 271 requirements. In addition, I support the wholesale marketing group in developing wholesale marketing opportunities, in negotiation/arbitration of interconnection agreements with Competitive Local Exchange Carriers ("CLECs"), and in assuring compliance with the Federal Telecommunications Act of 1996 ("the Act") and other federal and state laws concerning the implementation of increased local exchange service competition.

PROFESSIONAL EXPERIENCE

2. Prior to assuming my current position in December 1999, I had product management responsibility for collocation and other wholesale offerings in the Ameritech region. In addition, I have been involved in supporting CLEC interconnection, collocation, and wholesale unbundling products since late 1993. I have 17 years of experience in telecommunications with Indiana Bell and Ameritech, and have held various positions in Network Planning and Engineering, Technical Regulatory Liaison, Wholesale Product Management, and Process Management. I have served on various Ameritech network and wholesale marketing unbundling initiatives as an engineering liaison and as an overall process manager for the ordering, billing provisioning, and maintenance functions for

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unbundled network elements. I earned a B.S. in Electrical Engineering from Purdue University (1983), and I am currently completing an M.B.A. at Northern Illinois University. I have worked on various aspects of Ameritech's implementation of the Act, including participating in negotiations and arbitration of interconnection agreements with CLECs. I have testified before the state regulatory commissions in each of the five states in the Ameritech region in various dockets related to implementation of the Act.

PURPOSE OF AFFIDAVIT

3. This affidavit, along with the affidavits of Mr. William C. Deere and Mr. Michael D. Silver (hereinafter, "the Deere affidavit" and "the Silver affidavit", respectively), demonstrates Ameritech¹ is meeting its 47 U.S.C. 271(c)(2)(b) obligations under checklist items: (i) interconnection; (ii) access to network elements; (iv) local loop transmission; (v) local transport; (vi) local switching; (x) access to databases and associated signaling; (xiii) reciprocal compensation; and (xiv) resale. This section of the federal Telecommunications Act of 1996 ("the Act")² delineates the requirements that a Regional Bell Operating Company, such as Ameritech, must meet before it can offer in-region, interLATA services.
4. Ameritech offers binding terms and conditions in its approved interconnection agreements, and as required by the MPSC in its effective tariffs, for all of the items required by the FCC

¹ Michigan Bell Telephone Company, a Michigan corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the states of Michigan, Illinois, Wisconsin, Indiana, and Ohio. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc. Michigan Bell offers telecommunications services and operates under the names "Ameritech" and "Ameritech Michigan" pursuant to assumed name filings with the state of Michigan.

² Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56, codified at 47 U.S.C. §§ 151 et seq. (1996 Act).

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and MPSC, including the requirements contained in the FCC's Local Competition First Report and Order,³ UNE Remand Order,⁴ Advanced Services Order,⁵ Advanced Services Reconsideration Order,⁶ and Line Sharing Order.⁷ Attachment A to my affidavit is a table that summarizes Ameritech's approved binding terms and conditions related to all required wholesale product offerings. As I will explain in this affidavit, Ameritech has adopted and implemented many market-opening policies, practices, and wholesale product offerings which are presented in its approved interconnection agreements⁸, its effective tariffs⁹, the Michigan 271 Amendment (Mi2A)¹⁰, and the Generic Interconnection Agreement (GIA)¹¹.

³ First Report and Order, Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Interconnection between Local Exchange Carriers and Commercial Radio Service Providers, 11 FCC 15499, 16220 (1996) ("Local Competition First Report & Order")

⁴ Third Report and Order and Fourth Further Notice of Proposed Rulemaking, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, 15 FCC Rcd 3696 (1999) ("UNE Remand Order").

⁵ First Report and Order and Further Notice of Proposed Rulemaking, Deployment of Wireline Services Offering Advanced Telecommunications Capability, 14 FCC Rcd 4761 (1999) ("Advanced Services Order")

⁶ Order On Reconsideration And Second Further Notice Of Proposed Rulemaking In CC Docket No. 98-147 And Fifth Further Notice Of Proposed Rulemaking In CC Docket No. 96-98, Deployment of Wireline Services Offering Advanced Telecommunications Capability, 15 FCC Rcd 17806 (2000) ("Advanced Services Reconsideration Order")

⁷ Deployment of Wireline Services Offering Telecommunications Capability and Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Third Report and Order in CC Docket No. 98-147, Fourth Report and Order in CC Docket No. 96-98, 14 FCC Rcd 20912 (1999) ("Line Sharing Order"). The Line Sharing Order was released December 9, 1999

⁸ A list of interconnection agreements can be viewed at:
<http://www1.ameritech.com/corporate/regulatory/interconnect_page.html>

⁹ Ameritech's tariffs can be viewed over the Internet at:
<<http://www.sbc.com/PublicAffairs/PublicPolicy/Tariffs2/1,3950,281,00.html>>

¹⁰ The Mi2A is summarized in M.P.S.C. Tariff No. 20R, Part 19, Section 22. The full text of the Mi2A can be located at <<https://clec.sbc.com/unrestr/interconnect/mi2a/mi2a.cfm>>.

OBTAINING AN INTERCONNECTION AGREEMENT WITH AMERITECH

5. Ameritech maintains, through the GIA, a current and comprehensive set of terms and conditions which serve as the basis for its 251/252 negotiations with CLECs, and can be publicly viewed over the Internet. The GIA is maintained to reflect all current FCC requirements under § 251. Any CLEC can adopt the GIA or another CLEC's approved and effective interconnection agreement subject to the requirements of §252(i) of the federal Act relating to the adoption of other carriers' interconnection agreements. Any CLEC can adopt the Mi2A as an amendment to the GIA, or as an amendment to any other approved and effective agreement.¹² Alternatively, CLECs may use Ameritech's tariffs to obtain interconnection, collocation, UNEs, resale, and reciprocal compensation, as well as other wholesale products.¹³ Through the availability of the GIA and the Mi2A, CLECs in Michigan have an additional option for obtaining a comprehensive interconnection agreement, including the availability of certain new UNE combinations as provided in the Mi2A. The scope and extent of these offerings made to CLECs under these interconnection agreements and tariffs provide assurance to CLECs, the MPSC, and the FCC that Ameritech's local markets are fully open to competition and will remain that way.

¹¹ This is the Multi-State Generic Interconnection/Resale Agreement (GIA) and can be found at <<https://clec.sbc.com/unrestr/interconnect/multi/index.cfm>>. The GIA is a comprehensive contractual offering that contains terms and conditions for all collocation, interconnection, UNE, reciprocal compensation, resale and related wholesale products required by the FCC. In addition, the GIA can be and is used by CLECs as the basis for interconnection agreement negotiations with Ameritech.

¹² For those CLECs who do not yet have an interconnection agreement with Ameritech in Michigan, they may request that the Mi2A amendment be executed and submitted for MPSC approval simultaneously with their new interconnection agreement.

¹³ For example, a CLEC may use Ameritech's tariffed wholesale offerings to provide service in lieu of an interconnection agreement, while it is negotiating an interconnection agreement.

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6. CLECs in Michigan have various options to obtain an interconnection agreement with Ameritech or to obtain a successor agreement to an existing interconnection agreement. First, the CLEC may negotiate the terms of interconnection, access to network elements, reciprocal compensation and/or resale with Ameritech. A CLEC may agree to execute the GIA, or the GIA can be used as a starting point to begin the negotiation process. CLECs can also opt into specific provision(s) (i.e., appendix/article) of an MPSC approved interconnection agreement provided that all legitimately related provisions are also adopted pursuant to § 252(i) of the Act.¹⁴

7. In addition to the options discussed above, any CLEC can adopt the Mi2A as an amendment to an interconnection agreement. The Mi2A is an optional contract amendment which is based on the terms and conditions relating to the UNE combinations offered by SWBT in Texas (as well as in Kansas and Oklahoma) which the FCC found to be § 271 compliant.¹⁵ The terms and conditions of these offerings related to UNE combinations were comprehensively reviewed by the Texas Public Utilities Commission (PUC) as part of its regulatory proceedings. This UNE combinations offering was then the subject of extensive collaborative and regulatory dispute resolution proceedings before the MPSC. Because the

¹⁴ The Supreme Court upheld the finding that an incumbent LEC can require a requesting carrier to accept all legitimately related terms to the desired term. AT&T Corp. v. Iowa Utilities Board, 525 U.S. 366 (1999).

¹⁵ Memorandum Opinion and Order, Application by SBC Communications Inc., Southwestern Bell Telephone Company, and Southwestern Bell Communications Services, Inc. d/b/a Southwestern Bell Long Distance Pursuant to Section 271 of the Telecommunications Act of 1996 To Provide In-Region, InterLATA Services in Texas, 15 FCC Rcd 18354 (2000); released June 30, 2000. (“Texas Order”); see, particularly, ¶ 218; fn. 604. Memorandum Opinion and Order, Joint Application by SBC Communications Inc., Southwestern Bell Telephone Company, and Southwestern Bell Communications Services, Inc. d/b/a Southwestern Bell Long Distance for Provision of In-Region, InterLATA Services in Kansas and Oklahoma, CC Docket No. 00-217, FCC 01-29; released January 22, 2001 (“Kansas/Oklahoma Order”); see, particularly, ¶¶ 172-173. Also, the same terms and conditions for these combinations are currently before the FCC in CC Docket No. 01-88.

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Mi2A can be readily adopted by any CLEC as an amendment to the GIA or an existing interconnection agreement, the Mi2A further expands a CLEC's options to provide service in Michigan as I discuss below.

8. A negotiated interconnection agreement is a binding agreement that is submitted to the MPSC for approval under §§ 252(e)(1) and 252(e)(2)(A) of the Act. If the parties are unable to resolve all terms and conditions through negotiation, the CLEC may present the remaining terms to the MPSC for resolution under the arbitration provisions of § 252 of the Act. A requesting CLEC may also obtain the terms and conditions of an entire currently approved and effective Michigan interconnection agreement between Ameritech and any other CLEC under the provisions of § 252(i) of the Act. This option is often referred to as the Most Favored Nation ("MFN") option. Further, a CLEC may opt into a provision (i.e., appendix/article) for any interconnection service, or network element provided under an MPSC approved and effective agreement upon the same terms and conditions as those provided in the underlying agreement. This option is often referred to as the "Pick and Choose" option. The affidavit of Ms. Deborah O. Heritage (hereinafter, the "Heritage affidavit") provides information regarding the number of MPSC-approved interconnection agreements between Ameritech and CLECs in Michigan.
9. Individual interconnection, service, or network element arrangements are available for use by CLECs for a reasonable period of time after the agreements are approved, under § 252(i) of the Act. Ameritech makes any effective agreement available under §252(i) for the longest practicable period, that is for the entirety of the term stated in that agreement, until

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the agreement expires or either party to that agreement provides notice of termination or renegotiations, whichever is earlier.

10. CLECs that currently have an effective interconnection agreement with Ameritech have the same options as described above for obtaining a successor interconnection agreement. In order to ensure continuity between existing agreements and successor agreements, Ameritech has typically included language in interconnection agreements which allows terms and conditions of the original agreement to remain in effect for a sufficient period of time to allow for the establishment of a successor agreement. For example, the Bullseye Telecom Agreement states that the parties will provide notice of expiration 180 days prior to expiration and may commence negotiations ten (10) days following the notice of expiration. This agreement specifically allows the agreement to remain in effect, subject to true-up to the ultimate rates, terms and conditions of the successor agreement, for up to ten (10) months following the CLEC's request to negotiate. (Bullseye Telecom Agreement, General Terms and Conditions §§5.2, 5.6 and 5.7) This ten (10) month period ensures that the agreement remains in effect while any unresolved issues are resolved through arbitration before the MPSC within the nine (9) month period allotted for arbitration under the Federal Telecommunications Act.¹⁶

CHECKLIST ITEM (i) INTERCONNECTION

11. As demonstrated in my affidavit, and in the Deere affidavit, Ameritech meets the requirements of the checklist item (i) for “interconnection in accordance with the

¹⁶ See § 252(b)(4)(C), which requires States, within nine months (270 days), to resolve unresolved issues through arbitration.

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requirements of sections 251 (c)(2) and 252(d)(1).” (47 U.S.C. § 271(c)(2)(B)(i)).

Ameritech has implemented approved binding terms and conditions for interconnection in its tariffs and interconnection agreements (see Attachment A for a summary).

12. The Deere Affidavit discusses the various options that Ameritech makes available to CLECs for interconnecting the CLEC’s network with Ameritech’s network for the exchange of traffic as required by 47 C.F.R. § 51.305. Included in the options for interconnection discussed in the Deere Affidavit are the various forms of collocation. My affidavit will discuss in detail the various types of collocation offered to CLECs for both interconnection and obtaining access to unbundled network elements for the provision of a telecommunication service. The Heritage affidavit provides details regarding the quantities of physical and virtual collocation arrangements. The following sections of my affidavit provide details of Ameritech’s collocation offerings and demonstrate Ameritech’s compliance with the FCC’s collocation rules and related MPSC requirements.

COLLOCATION – GENERAL

13. In accordance with § 251(c)(6), 47 C.F.R. § 51.321, and 47 C.F.R. § 51.323, Ameritech provides collocation as one means of obtaining interconnection and access to network elements on an unbundled basis. As I demonstrate below, Ameritech has fully implemented the FCC’s collocation requirements from the Advanced Services Order and the Advanced Services Reconsideration Order. Ameritech’s terms and conditions for collocation are provided in legally binding interconnection agreements (See Attachment A to this affidavit for a summary) and cannot be changed without review by the MPSC. CLECs can also obtain collocation arrangements pursuant to Ameritech’s effective collocation tariff (MPSC

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No. 20R, Part 23, Section 4, hereinafter the “Collocation Tariff”), or by negotiating the terms and conditions for collocation using the GIA Physical and Virtual Collocation Appendices. On October 2, 2000 Ameritech filed a Collocation Tariff, which provides for the offering of physical collocation (including caged, shared cage, cageless, and adjacent collocation) and virtual collocation, in accordance with the MPSC’s directives in Case No. U-11831. The Collocation Tariff became effective on October 3, 2000, and its rates, terms and conditions fully comply with the FCC’s collocation rules as well as the MPSC’s orders.¹⁷ Ameritech complies with the FCC’s rules regarding collocation space availability, types of equipment that may be collocated, and provisions for obtaining other collocation arrangements that have been demonstrated to be technically feasible. Ameritech provides virtual collocation regardless of the availability of physical collocation, where the CLEC furnishes, and Ameritech maintains the virtually collocated equipment. Ameritech also offers virtual collocation through its approved agreements¹⁸ and the Collocation Tariff (specifically, Tariff MPSC No. 20R, Part 23, Section 4, Sheet Nos. 95-118).

14. A CLEC can apply for collocation space even while that CLEC’s state certification (or licensing) is still pending, or before the CLEC and Ameritech have entered into a final interconnection agreement (Bullseye Telecom Agreement, Appendix Collocation, Section 3.5.1 and Collocation Tariff, ¶5.1).

¹⁷Ameritech filed the Collocation tariff, as required by the MPSC, to reflect the same collocation methods required by the Texas Public Utilities Commission (TPUC), as developed through collaborative processes and based on AT&T’s model tariff submission in Case No. U-11831.

¹⁸See Attachment A to this affidavit.

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COLLOCATION JOB INTERVALS

15. Ameritech has established processes and procedures to ensure that collocation arrangements are available on terms and conditions that are just, reasonable, and nondiscriminatory in accordance with Section 251(c)(6) of the Act. These include standards regarding the length of time required to process and implement requests for collocation (See, for example, Collocation Tariff ¶ 6.13 and Bullseye Telecom Agreement, Appendix Collocation, Sections 3.6.2 and 3.7). Further, these standards are consistent with the criteria established by the FCC in its Advanced Services Reconsideration Order¹⁹ and by the MPSC in Case No. U-11830 regarding Ameritech's performance measures. Details regarding collocation performance measures are discussed in the affidavit of Mr. Salvatore Fioretti (hereinafter, the "Fioretti Affidavit").
16. Notification of Space Availability: Ameritech notifies a requesting collocator whether its request for collocation space has been granted or denied due to a lack of space within ten (10) days of submission of the completed application (Collocation Tariff ¶ 6.1.3(A) and Bullseye Telecom Agreement, Appendix Collocation, Section 5.2).
17. Quotation Intervals: Under the Collocation Tariff (¶6.1.3(E)), price quote intervals run concurrently with the ten-day notification interval for available space and are determined by the number of applications submitted by one CLEC as follows.

¹⁹ The FCC's Advanced Services Reconsideration Order specifically revised 47 C.F.R. §§ 51.321(f), 51.323(b), 51.323(f), 51.323(k), and 51.323(l). Ameritech's internal procedures comply with these modified rules. On October 10, 2000 CLECs were notified of the changes in procedures made to comply with the Advanced Services Reconsideration Order (see Accessible Letter CLECAM-134 at <<https://clec.sbc.com/acclatters/home.cfm>>).

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<u>Number of Applications By One Collocator</u>	<u>Price Quotation Interval</u>
1 – 5	10 business days
6 – 20	25 business days for caged collocation; 20 business days for cageless collocation ²⁰

18. Should a collocator submit 21 or more applications within five business days, the quotation interval is increased by five business days for every five additional applications. However, a collocator may obtain a shorter interval for the return of price quotes by scheduling a meeting with Ameritech at least 20 business days prior to the submission of the first application to discuss, coordinate, and prioritize the applications (Collocation Tariff, ¶ 6.1.3(E) and Bullseye Telecom Agreement, Appendix Collocation, Section 3.6.6).

19. Construction Intervals: Ameritech, under its Collocation Tariff or interconnection agreements, provides specific construction intervals. For caged physical collocation, including caged shared, Ameritech provides a 90-day construction turnaround for Active Collocation Space.²¹ The interval for caged collocation is 140 days for Other (Inactive) space (Collocation Tariff ¶ 6.1.3(C)). The intervals for Other (Inactive) space reflect the additional engineering and construction time necessary to convert inactive space to active

²⁰ Pursuant to Collocation Tariff ¶ 6.1.3(E), Sheet No.41.

²¹ The term “Active Collocation Space” means space within a structure eligible for collocation, which has sufficient infrastructure systems, including power. (Collocation Tariff, ¶2) Any other space is referred to as “Other (Inactive)” space. See also Bullseye Telecom Agreement, Appendix Collocation, Sections 2.1 and 3.7.1.

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collocation space (See for example, Bullseye Telecom Agreement, Appendix Collocation, Section 3.7.2).

20. During the construction of all forms of physical collocation space, collocators are permitted inspection visits during normal business hours (Collocation Tariff, ¶ 4.7 and TOTALink of Michigan Agreement, Appendix Physical Collocation, Section 12.7). These provisions are compliant with § 51.321(f) as modified by the Advanced Services Reconsideration Order.
21. Additional Requests: In addition to collocation initial requests, Ameritech accommodates requests to augment existing collocation arrangements (e.g., to modify the power and cabling arrangements). The Collocation Tariff provides shortened intervals where a CLEC requests changes or additions to an existing collocation arrangement (Collocation Tariff, ¶ 6.1.3(D)).
22. Intervals for virtual collocation are provided in accordance with the MPSC's criteria established in Case No. U-11830.
23. Ameritech has established performance measurements to demonstrate the timeliness of processing collocation applications. The Fioretti Affidavit includes information regarding these measurements.

PHYSICAL COLLOCATION OPTIONS

24. As I will describe below, Ameritech offers CLECs caged, shared caged, cageless, and other physical collocation arrangements within its Eligible Structure. Ameritech provides space for physical collocation at a location adjacent to its central office as an option when space for physical collocation is legitimately exhausted (Collocation Tariff, ¶ 1.2, Sheet No. 6).

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25. Ameritech allows collocation of telecommunications equipment for the purpose of transmitting and routing telephone exchange service or exchange access service pursuant to 47 U.S.C. 251(c)(2), or for obtaining access to Ameritech's unbundled network elements pursuant to 47 U.S.C. 251(c)(3) to provision a telecommunications service (Bullseye Telecom Agreement, Appendix Collocation, Section 4.1 and Collocation Tariff, ¶ 1.3).
26. A CLEC that obtains physical collocation from Ameritech is provided access to a copy of the *Interconnector's Collocation Services Handbook for Physical Collocation* via SBC's CLEC Online web site (<<https://clec.sbc.com>>). Collocation installation requirements are contained in *Technical Publication TP 76300MP, Installation Requirements*, which are incorporated by reference into the Collocation Tariff (¶ 10, Sheets 64-65). These documents contain specific details for physical collocation, including insurance requirements, equipment standards, billing details, liability issues, quotes, and intervals for various activities throughout the application process. In addition, these documents contain other information necessary to complete the construction of a collocation arrangement consistent with the requirements of 47 C.F.R. § 51.305(g).
27. The *Interconnector's Collocation Services Handbook* and *Technical Publication TP 76300MP* may subsequently be revised by joint agreement of Ameritech and affected collocators. Where agreement cannot be obtained, Ameritech and the collocators will attempt to negotiate a resolution to any disagreements. If a negotiated resolution cannot be reached, either party may request resolution by the MPSC (Collocation Tariff, ¶ 10.2.1, 10.2.2).

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Caged Collocation

28. The CLEC has the option to request caged collocation as an individual enclosure that may be as small as the minimum size sufficient to house and maintain a single rack or bay of equipment. In a February 29, 2000 Accessible Letter, Ameritech advised CLECs regarding how to request collocation in increments of less than fifty square feet (See Accessible Letter CLECAM00-001 at <<https://clec.sbc.com/acclatters/home.cfm>>).²²
29. The first collocator in the premises is not responsible for the entire cost of site preparation and security. Rather, the first collocator and each subsequent collocator pay only a pro rata share of the costs based on the square footage of collocation space obtained from Ameritech. (Bullseye Telecom Agreement, Appendix Collocation, Appendix Collocation, 4.1.1.1 and Collocation Tariff, ¶ 6.1.1(A), 20.3).

Caged Shared Collocation

30. CLECs have the option of Caged Shared Collocation. Caged Shared Collocation is a caged collocation space shared by two or more collocators where Ameritech prorates the charges for site conditioning and construction of the shared cage and allocates the charges to each collocator based on the percentage of total space utilized by each collocator or as otherwise agreed between the collocators (Bullseye Telecom Agreement, Appendix Collocation, Section 4.1.2 and Collocation Tariff, ¶¶ 6.1.1(B), 7.1 – 7.3).
31. Ameritech's Collocation Tariff does not limit the requesting CLEC's ability to contract with other CLECs to share the CLEC's collocation cage in a sublease-type arrangement.

²² All Ameritech Accessible Letters are available on the CLEC OnLine website <<https://clec.sbc.com>> and Accessible Letters referenced in this affidavit will be referenced by Internet address location.

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Ameritech permits each CLEC to order UNEs, and to provision service from that shared collocation space, regardless of whether that CLEC was the original collocator (Bullseye Telecom Agreement, Appendix Collocation, Section 4.1.2.1.1 and Collocation Tariff, ¶ 7.2).

Cageless Collocation

32. Another Physical Collocation option is Cageless Collocation. As provided under Ameritech's Collocation Tariff:

Ameritech will provide in any collocation space that is supported by the existing telecommunications infrastructure (Active Collocation Space), or in the event that all such space is exhausted or completely occupied, will provide in any collocation space that requires additional telecommunications infrastructure (Other (Inactive) Collocation Space), as further defined in Section 2. Under this arrangement, Ameritech will provide space in 1/4-bay increments, including available space adjacent to or next to Ameritech's equipment. Collocators will have direct access to their equipment 24 hours a day, 7 days a week without need for a security escort. Ameritech will not require collocators to use an intermediate interconnection arrangement such as a POT frame. (Collocation Tariff ¶ 6.1.1(D))

See Bullseye Telecom Agreement, Appendix Collocation, Section 4.1.3 for similar provisions for Cageless Collocation.

33. The first collocator in an area is not responsible for the entire cost of site preparation and security. Rather, each collocator will only be responsible for its pro rata share of these costs based on the square footage of space used by each collocator (Collocation Tariff ¶ 15.1, Bullseye Telecom Agreement, Appendix Collocation, Section 4.1.3.3).

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Adjacent Collocation

34. When space is legitimately exhausted²³ in an Eligible Structure, CLECs may physically collocate in adjacent controlled environmental vaults or similar structures that Ameritech uses to house equipment to the extent technically feasible (Bullseye Telecom Agreement, Appendix Collocation, Section 4.1.4.1). In addition, Ameritech gives the CLEC the option to relocate its equipment into interior space in the event that such interior space in an Eligible Structure becomes available, pursuant to revised § 51.323(k) (TOTALink of Michigan Agreement, Appendix Physical Collocation, Section 4.2.4.3 and Collocation Tariff, ¶ 6.1.1(E)).
35. Ameritech permits the use of a microwave transmission medium where technically and structurally feasible (Collocation Tariff, ¶ 8.1.1).

OTHER COLLOCATION ARRANGEMENTS

36. Ameritech will consider requests for other collocation arrangements. For example, the Collocation Tariff provides: “Ameritech will provide other collocation arrangements that have been demonstrated to be technically feasible. Deployment by any incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a CLEC seeking collocation in Ameritech’s Eligible Structures that such an arrangement is technically feasible.” (Collocation Tariff, ¶ 6.1.1(F)). Similar provisions are also contained in Bullseye Telecom Agreement, Appendix Collocation, Section 4.2.

²³ The term “legitimately exhausted” denotes when all space in a central office that can be used or is useful to locate telecommunication equipment in any of the methods of collocation under this tariff is exhausted or completely occupied (See Collocation Tariff, Sheet No. 10).

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Space Availability Options and Requirements

37. If Ameritech receives an application for physical collocation, when there is insufficient space available to satisfy that request in that particular central office, Ameritech provides the CLEC and the MPSC a letter within 10 days of submission of the completed application. The letter indicates: 1) the amount of space sought by the collocator; 2) the amount of space at the premises; 3) detailed floor plans; 4) a description of other plans, if any, that may relieve space exhaustion. (Bullseye Telecom Agreement, Appendix Collocation, Sections 5.2 and 5.3.4 and Collocation Tariff, ¶6.2.1) Further, in compliance with revised § 51.321(f), Ameritech has revised its procedures so that its floor plan submissions will identify any space reserved by affiliates, including the nature of the use and the length of time for the reservation.
38. If space is not available to accommodate the CLEC's request, the CLEC may request a tour of the premises. Consistent with 47 C.F.R. § 51.321(f) this tour will be scheduled within five business days from the date the written request for such a tour is received from the CLEC (Bullseye Telecom Agreement, Appendix Collocation, Section 5.3 and Collocation Tariff ¶ 6.2.1.1).
39. In accordance with 47 C.F.R. § 51.321(h), Ameritech maintains a publicly available document on the Internet²⁴ that identifies any premises that have been identified to be full, and Ameritech is obligated to update this document within ten days of the date a premises is determined to be out of physical collocation space (Bullseye Telecom Agreement, Appendix Collocation, Section 5.4 and Collocation Tariff, ¶ 6.2.4, Sheet No. 48). Ameritech ensures

²⁴ This report can be publicly viewed at <<https://clec.sbc.com/restr/clechb/collocation/closedoffices.cfm?states=11>>.

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that only premises that no longer have a minimum of one bay of space available for physical collocation are posted to this list.

40. Prior to submitting an application for physical collocation, a CLEC may also request a report that indicates the available collocation space in a particular Ameritech premises. After receiving that request, Ameritech provides a report to the requesting CLEC specifying 1) the amount of collocation space available; 2) the number of current collocators; 3) any modifications in the use of the space since the last report; and 4) measures Ameritech is taking to make additional space available (Bullseye Telecom Agreement, Appendix Collocation, Section 5.5 and Collocation Tariff, ¶ 6.2.4, Sheet No. 47).
41. The Collocation Tariff provides nondiscriminatory standards for space reservation, as well as requirements regarding Ameritech's ability to reserve space for its own equipment (Collocation Tariff, ¶ 6.2.5 and § 2 – Definition of "Legitimately Exhausted"). In accordance with revised § 51.323(f), Ameritech does not and will not allow any of its affiliates to reserve space for future use on terms more favorable than those that apply to collocating competitors (See also Bullseye Telecom Agreement, Appendix Collocation, Sections 5.6 and 5.10).
42. In order to increase the amount of space available for physical collocation, Ameritech will, upon reasonable request by a collocator or upon order of the MPSC, remove obsolete unused equipment from eligible structures that have no space available (Bullseye Telecom Agreement, Appendix Collocation, Section 5.11). In addition, in those offices where Ameritech does not have adequate space to meet forecasted collocation demand, Ameritech will remove obsolete unused equipment located in that office to meet the forecasted demand

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in advance of a reasonable request from a CLEC or order of the MPSC (Collocation Tariff, ¶ 6.2.5).

Security Options and Requirements

43. While Ameritech imposes reasonable security measures to assist in protecting its network, those measures are not more stringent than the security arrangements Ameritech maintains on its premises for its own employees or for Ameritech's authorized contractors, whichever is the more stringent (Bullseye Telecom Agreement, Appendix Collocation, Section 3.2 and Collocation Tariff, ¶ 6.1.2, Sheet 29). In addition, as discussed below, Ameritech does not impose more stringent security requirements than those permitted in the FCC's Advanced Services Order, 14 FCC Rcd at 4787, ¶¶ 46 - 49. Ameritech does not use any information collected in the course of implementing or operating security arrangements "for any marketing or other purpose in aid of competing with collocators." (Collocation Tariff, ¶ 6.1.2).
44. CLECs' employees are required to undergo the same level of security training, or its equivalent, that Ameritech's own employees or third party contractors must undergo. Ameritech does not, however, require collocators to receive security training from Ameritech; instead Ameritech will provide collocators information on the specific type of training required. Collocators can then provide their employees with their own security training (Bullseye Telecom Agreement, Appendix Collocation, Section 4.7.3 and Collocation Tariff, ¶ 6.1.2(A)).
45. As provided in ¶ 6.1.2(D) of the Collocation Tariff, Ameritech may use reasonable security measures to protect its equipment. In addition, in the event Ameritech elects to erect an

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interior security partition to separate Ameritech's own equipment, Ameritech may recover the costs of the partition in lieu of the costs of other reasonable security measures if the partition costs are lower than the costs of any other reasonable security measure. This approach comports with the FCC's findings in the Advanced Services Order, 14 FCC Rcd at 4784-85, 4788, ¶¶ 42, 48, that confirmed the ability of ILECs to take, and recover the costs of, reasonable security measures (See also Bullseye Telecom Agreement, Appendix Collocation, Section 4.1.3.2).

46. Further, if Ameritech chooses to construct an interior security partition around its own equipment, that partition may not interfere with CLECs' access to their own equipment. In addition, an interior security partition constructed by Ameritech around its own equipment will not be the basis for a claim that space for collocation is exhausted (Bullseye Telecom Agreement, Appendix Collocation, Section 4.1.3 and Collocation Tariff, ¶ 6.1.2(D)).
47. CLECs with physical collocation have access to their collocated equipment 24 hours a day, seven days a week without a security escort. Ameritech provides collocators with reasonable access to restroom facilities and parking (Bullseye Telecom Agreement, Appendix Collocation, Sections 4.7, 7.12 and Collocation Tariff, ¶¶ 6.1.2(E) and 9.3.1).

Safety Standards Required for Collocated Equipment

48. Ameritech requires that all equipment to be collocated in Ameritech's Eligible Structures meet Level 1 *safety* requirements as set forth in publication TP 76200MP²⁵ but Ameritech may not impose *safety* requirements on the collocators that are more stringent than the *safety* requirements it imposes on its own equipment. Ameritech may not deny collocation of

²⁵ This document is available in the CLEC Online Handbook at <<https://sbc.clec.com>>.

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equipment because the equipment fails to meet TP 76200MP *reliability* standards (Bullseye Telecom Agreement, Appendix Collocation, Sections 6.1.1, 8.12.1 and Collocation Tariff ¶10, Sheet 64). Ameritech complies with revised § 51.323(b) and has modified its internal procedures to ensure that any affidavit required in support of a claim by Ameritech that the collocater's equipment does not meet *safety* standards will set forth in detail the following:

(i) the exact safety requirement that the requesting carrier's equipment does not satisfy; (ii) Ameritech's basis for concluding that the requesting carrier's equipment does not meet this safety requirement; (iii) Ameritech's basis for concluding why collocation of equipment not meeting this safety requirement would compromise network safety.

VIRTUAL COLLOCATION

49. As described below, regardless of the availability of physical collocation, Ameritech provides virtual collocation where the CLEC furnishes and Ameritech maintains and repairs the virtually collocated equipment (TOTALink of Michigan Agreement, Appendix Virtual Collocation, Sections 4.1, 4.2 and Collocation Tariff, Sheet Nos. 95-116).
50. Ameritech uses the same engineering practices for virtually collocated equipment as it does for its own similar equipment in determining the placement of equipment and engineering routes for connecting cabling. The CLEC furnishes the equipment which is then engineered and installed by a mutually agreed upon vendor (TOTALink of Michigan Agreement, Appendix Virtual Collocation, Sections 4.2 and Collocation Tariff, Sheet No.105, ¶22.5, and Sheet No. 102, ¶22.1.3(c)).

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51. Ameritech will maintain and repair virtually collocated equipment using the same standards that Ameritech uses for maintaining and repairing its own equipment (Collocation Tariff, ¶22.8, Sheet No.107).

CHECKLIST ITEM (ii) ACCESS TO NETWORK ELEMENTS

52. Ameritech meets checklist item (ii) (47 U.S.C. § 271(c)(2)(B)(ii)) by providing “[n]ondiscriminatory access to network elements in accordance with the requirements of Sections 251(c)(3) and 252(d)(1)” of the 1996 Act. As discussed in the Deere Affidavit, Ameritech provides “nondiscriminatory access to network elements on an unbundled basis at any technically feasible point...in a manner that allows requesting carriers to combine such elements in order to provide such telecommunications service” as required by Section 251(c)(3) of the Act. As described below, Ameritech’s approved interconnection agreements and effective tariffs provide access to a comprehensive set of unbundled network elements under terms, and conditions that comply with §§ 251 and 252 of the Act.²⁶ Further, the Mi2A offers CLECs certain new UNE combinations, which are based on the same offerings the FCC found to satisfy checklist item (ii), access to network elements²⁷.
53. In addition, Ameritech offers access on an unbundled basis to Operator Services (OS) and Directory Assistance (DA) (i.e., OS/DA) in a manner consistent with the MPSC’s orders and

²⁶ See Attachment A of this affidavit for a summary of Ameritech’s effective tariffs and approved agreements containing offerings compliant with checklist item number (ii).

²⁷ The Mi2A provisions regarding combination of unbundled network elements are substantively identical to those contained in the T2A, the K2A, and the O2A. The FCC found these provisions satisfied the competitive checklist in its *Texas 271 Order* (CC Docket 00-65, ¶ 218, fn. 604, rel. June 30, 2000). The FCC reaffirmed that finding by finding that the combination provisions in SBC’s Kansas and Oklahoma 271 Agreements (K2A and O2A), more than satisfy the checklist, (*In the Matter of Joint Applications of SBC Communications, Inc. et al. for Provision of In-Region. InterLATA Services in Kansas and Oklahoma*, CC Docket 00-217, ¶ 172-173 & n.490)

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the FCC's rules.²⁸ Ameritech also commits to provide nondiscriminatory access to Directory Assistance Listings as required by section 251(b)(3). Ameritech's provisioning of nondiscriminatory access to OS/ DA and Directory Assistance Listings is discussed in the affidavit of Ms. Jan D. Rogers

UNE REMAND ORDER

54. As I will discuss below, and as discussed in the Deere Affidavit, Ameritech has legally binding terms and conditions, through interconnection agreements and its tariffs, to offer access on an unbundled basis to network elements in compliance with the FCC's UNE Remand Order. The FCC issued its UNE Remand Order in response to the U.S. Supreme Court's January 1999 decision that directed the FCC to reevaluate the unbundling obligations of § 251 of the Act,²⁹ resulting in a revised Rule 51.319.
55. Most of the requirements of the FCC's UNE Remand Order were effective on February 17, 2000. Specifically, as of that date, ILECs are required to offer requesting carriers access, on an unbundled basis, to loops (except subloops, inside wire and loop dark fiber), the network interface device (NID), circuit switching, interoffice transmission facilities (except interoffice dark fiber), signaling networks and call-related databases (except the Calling Name Database ("CNAM"), 911 Database, and E911 Database), and Advanced Intelligent Network (AIN), and Operations Support System ("OSS") (except loop qualification). This included most of the UNEs required under the original Rule 319.

²⁸ The MPSC's order in Case No. U-12622 requires Ameritech to continue to offer OS/DA as UNEs. As required by the MPSC, Ameritech offers OS/DA pursuant to tariff (Tariff M.P.S.C. 20R, Part 19, Sections 7 and 8). Ameritech has appealed this Order, but is in full compliance pending its appeal.

²⁹ AT&T v. Iowa Utils. Bd., 119 S. Ct. 721, 734-36 (1999).

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56. The remaining unbundling requirements in the UNE Remand Order became effective on May 17, 2000. Specifically, these requirements are: 1) access on an unbundled basis to loop dark fiber (§ 51.319(a)(1)); 2) access on an unbundled basis to subloops and inside wire owned by Ameritech (§ 51.319(a)(2)); 3) access on an unbundled basis to packet switching (§ 51.319(c)(3)(B))³⁰; 4) access on an unbundled basis to interoffice dark fiber (§ 51.319(d)(1)(B)); 5) access on an unbundled basis to Calling Name Database, 911 Database and E911 Database³¹ (§ 51.319(e)(2)(A)); and 6) access on an unbundled basis to loop qualification information (§ 51.319(g)).
57. Ameritech has filed tariffs in accordance with the MPSC's requirements in Case No. U-12320 offering all of the items addressed in the FCC's UNE Remand Order, including the FCC's May 17, 2000 requirements, and the tariffs are effective. For example, dark fiber, sub-loop unbundling, local switching, tandem switching, signaling networks (e.g., SS7), call related databases (e.g., CNAM, Line Information Database ("LIDB"), Toll Free Calling Database, Advanced Intelligent Network ("AIN")), and loop conditioning are all offered via tariffs as required by the MPSC³². In addition, Ameritech has executed, and the MPSC has approved, interconnection agreements containing these offerings.³³ In addition, the GIA is maintained and updated to incorporate all of the FCC's UNE Remand requirements for CLECs to use in negotiating interconnection agreements.

³⁰ The UNE Remand Order requires access to unbundled packet switching only in certain, limited circumstances. See Silver and Deere affidavits.

³¹ Refer to the affidavit of Mr. Patrick Harrison.

³² Attachment A to my affidavit lists the relevant tariffs.

³³ Attachment A to this affidavit shows citations to certain effective agreements which contain these UNEs.

58. The rules that became effective on February 17, 2000, pursuant to the UNE Remand Order, modified the definitions of a few of the UNEs. As shown below, Ameritech's offerings comply with the UNE Remand requirements:

- **Loops (section 51.319(a)(1)).** Ameritech offers unbundled loops. Ameritech has complied with the revisions required for unbundled loops, including DS3 loops (Tariff M.P.S.C. 20R, Part 19, Section 2).
- **Network Interface Device (section 51.319(b)).** Ameritech offers the NID. Ameritech redefined the NID network element as any means of interconnection of end user customer premises wiring to Ameritech's distribution loop facilities, such as a cross-connect device used for that purpose. Additionally, a CLEC may connect its local loop facilities to end users' premises wiring through Ameritech's NID, or at any other technically feasible point (Tariff M.P.S.C. 20R, Part 19, Section 2).
- **Switching (section 51.319(c)).** Ameritech offers unbundled local circuit switching capabilities, in conformance with the Act, the FCC's regulations and applicable judicial and/or regulatory decisions. The UNE Remand Order did not require any changes to this UNE by February 17, 2000. Ameritech continues to offer unbundled local switching, although the UNE Remand Order eliminated the unbundled switching requirement with respect to customers with four or more lines in access density zone 1 areas in the top 50 Metropolitan Statistical Areas (MSAs), where Ameritech provides cost-based access to the enhanced extended links (Tariff M.P.S.C. 20R, Part 19, Section 3). Also, Ameritech offers Unbundled Tandem Switching (Tariff M.P.S.C. 20R, Part 19, Section 5).
- **Interoffice Transmission Facilities (section 51.319(d)).** Ameritech offers requesting carriers access to interoffice transmission facilities or transport on an unbundled basis. Consistent with the UNE Remand Order, Ameritech redefined the transport network element offering to include dedicated transport at the OC-48 level, or above, as such higher capacities are deployed in Ameritech's network (Tariff M.P.S.C. 20R, Part 19, Section 12).
- **Signaling Networks and Call-Related Databases (section 51.319(e)).** Ameritech offers requesting carriers access to its signaling networks and call-related databases on an unbundled basis (Tariff MPSC 20R, Part 19, Sections, 10, 11, and 13).
- **Operations Support Systems (section 51.319(g)).** Ameritech offers requesting carriers access to OSS on an unbundled basis³⁴.

³⁴ For more information regarding OSS, see the affidavits of Mr. Cottrell, and Ms. Kagan.

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59. The FCC required the unbundling of packet switching in very limited circumstances. The Silver affidavit demonstrates that Ameritech has no obligation to unbundle packet switching at this time. The Affidavit of Mr. John Habeeb likewise explains why Ameritech's separate advanced services affiliate (AADS) has no obligation to unbundle packet switching at this time.

UNE REMAND SUPPLEMENTAL ORDER

60. On November 24, 1999, the FCC issued its UNE Remand Supplemental Order,³⁵ modifying the UNE Remand Order with respect to the use of unbundled network elements to provide exchange access services. The FCC stated: "We conclude that, until resolution of our Fourth FNPRM, which will occur on or before June 30, 2000, interexchange carriers (IXCs) may not convert special access services to combinations of unbundled loops and transport network elements, whether or not the IXCs self-provide entrance facilities (or obtain them from third parties)."³⁶ The FCC explained that the constraint does not apply if an IXC uses combinations of UNEs to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer.

61. Ameritech has established processes to accept and provision a CLEC's request to convert an existing special access arrangement to a combination of unbundled network elements in accordance with the FCC's Supplemental Order and Supplemental Order Clarification.³⁷

³⁵ Supplemental Order, Implementation of Local Competition Provisions of Telecommunications Act of 1996, 15 FCC Rcd 1760 (1999) ("UNE Remand Supplemental Order").

³⁶ Id. at 1. On June 2, 2000, the FCC released a Supplemental Order Clarification in which the FCC extended the temporary constraint on conversion of special access services until the FCC resolves the issues in the *Fourth FNPRM*.

³⁷ Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Supplemental Order Clarification, 15 FCC Rcd 9587 (2000) ("Supplemental Order Clarification").

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Following the release of the Supplemental Order Clarification in June 2000, Ameritech revised its procedures to ensure its consistency with the requirements of that order. On February 6, 2001 and March 29, 2001 Ameritech submitted tariff filings to the MPSC regarding the criteria, rates, terms and conditions for special access conversion, in compliance with the MPSC's directives in Case No. U-12320 and Case No. U-11831 (Tariff M.P.S.C. 20R, Part 19, Section 19).

62. Ameritech implemented further revisions to its procedures and updated its ordering process for the conversion of special access services to UNEs on March 1, 2001. CLECs were notified of these revisions in a February 1, 2001 Accessible Letter (See Accessible Letter CLECAM01-023 at (<<https://clec.sbc.com/acclatters/home.cfm>>)). In addition, the details of the entire procedure can be found on the CLEC Online web site in the CLEC Handbook.³⁸

LINE SHARING ORDER

63. Ameritech provides Line Sharing pursuant to the FCC's Line Sharing Order.³⁹ In addition, following a full and thorough hearing process before the MPSC, Ameritech filed tariffs offering Line Sharing at the rates, terms and conditions established by the MPSC in its March 7, 2001 Order in Case No. 12540, (Tariff M.P.S.C. 20R, Part 19, Section 2). Ameritech has also implemented approved interconnection agreements providing Line Sharing (Bullseye Telecom Agreement, Appendix DSL) and negotiates terms and conditions

³⁸ See <<https://clec.sbc.com>>.

³⁹ Deployment of Wireline Services Offering Telecommunications Capability and Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Third Report and Order in CC Docket No. 98-147, Fourth Report and Order in CC Docket No. 96-98, 14 FCC Rcd 20912 (1999) (Line Sharing Order). The Line Sharing Order was released December 9, 1999.

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for Line Sharing through the GIA. The Silver affidavit provides details regarding Ameritech's implementation of Line Sharing.

COMBINATION OF UNBUNDLED NETWORK ELEMENTS

64. As the FCC recognized when it promulgated its UNE combination rules in 47 C.F.R. § 51.315, combinations of network elements fall into two general categories: 1) network elements that are currently physically combined in Ameritech's network at the time of the CLEC's request; and 2) network elements that are not currently physically combined in Ameritech's network at the time of the CLEC's request. As to the first category, consistent with the Supreme Court's reinstatement of the FCC's rule 47 C.F.R. § 51.315(b), Ameritech does not separate the specific unbundled network elements requested that are currently physically combined in its network unless requested to do so by the CLEC (Tariff M.P.S.C. 20R, Part 19, Section 15, Sheet No. 3 and Mi2A, 2.2.1.2).
65. Further, as the Eighth Circuit Court ruled on remand from the Supreme Court:

...Congress has directly spoken on the issue of who shall combine previously uncombined network elements. It is the requesting carriers who shall "combine such elements." It is not the duty of the ILECs to "perform the functions necessary to combine unbundled network elements in any manner"... We reiterate what we said in our prior opinion: "[T]he Act does not require the incumbent LECs to do all the work."⁴⁰

In the Court's view, the Supreme Court's decision to uphold 51.315(b), which prohibits incumbent LECs from separating already combined elements, did not affect the Eighth

⁴⁰ Iowa Utilities Board v. FCC, 219 F.3d 744, 759 (8th Cir. 2000).

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Circuit's 1997 decision concerning new combinations.⁴¹ That is, the Eighth Circuit's vacation of 51.315 (c)-(f) was affirmed.

66. As the Eighth Circuit concluded, Ameritech is not required to offer to do the work to combine network elements. However, as I will explain, the Mi2A contains certain provisions that exceed federal legal requirements in this regard.
67. To further open the market to competitors, the Mi2A offers new network element combinations used by CLECs to provide local service to residential customers, at the rates contained in the Mi2A, until March 28, 2004 (subject to the FCC's timely approval of this 271 application). Similarly, CLECs may obtain new UNE loop-port combinations, under the Mi2A rates, for use in providing service to business customers until March 28, 2003 (subject to the FCC's timely approval of this 271 application). Ameritech thus offers CLECs certainty that these Mi2A offerings will remain available at the stated rates for the term of the Mi2A commitments, notwithstanding pending regulatory and court proceedings, except as specifically provided for in the terms of the Mi2A (See Mi2A at 2.25 and 2.26). The full term of the Mi2A is until March 28, 2005 (subject to the FCC's timely approval of this 271 application).
68. The Mi2A provisions regarding new combination of unbundled network elements are substantively identical to those contained in the Texas T2A, (as well as in the K2A, and O2A). In the Texas Order ¶ 216, the FCC found:

We also conclude that SWBT provides access to UNEs in a manner that allows requesting carriers to combine those elements, and that SWBT provides access to preexisting combinations of network elements. We

⁴¹ Id., 219 F.3d at 759 (8th Cir. 2000).

base our conclusion on evidence of actual commercial usage, and also on SWBT's legal obligation to provide such access as established in the T2A.

Likewise, in the Kansas/Oklahoma Order ¶ 171, the FCC found:

...we conclude that SWBT provides nondiscriminatory access to combinations of unbundled network elements. Based on the evidence in the record, SWBT demonstrates that it provides access to UNEs in a manner that allows requesting carriers to combine those elements, and that SWBT provides access to preexisting combinations of network elements. (footnotes omitted)

The MPSC approved the Mi2A for implementation in its March 19, 2001 Order on Rehearing in Case No. U-12320. Ameritech has complied with the MPSC's requirements in Case No. U-12320 by making available the Mi2A on March 29, 2001. CLECs were notified of the availability of the Mi2A by an Accessible Letter CLECMI01-002 on March 23, 2001, and the Mi2A was posted to the CLEC Internet web site on March 29, 2001.⁴² Further, Ameritech filed a contract summary tariff that delineated the key provisions of the Mi2A in its tariff (M.P.S.C. Tariff No. 20R, Part 19, Section 22). Attachment B to this affidavit demonstrates the comparability of the UNE combination provisions of the Mi2A to those already approved by the FCC in prior SWBT 271 applications.⁴³

69. The Mi2A provides that Ameritech will combine certain network elements on the CLEC's behalf, when requested to do so. (Mi2A, 2.1.2, 2.2.1.1) These new combinations of unbundled network elements include certain new loop and switch port combinations, i.e., what is referred to as the new "UNE platform" for both business and residential customers

⁴² See Accessible Letter CLECMI 01-002 at <<https://clec.sbc.com/acclatters/home.cfm>>

⁴³ See Texas Order ¶ 218, fn. 604; See also Kansas/Oklahoma Order ¶¶ 172 – 173, fn. 490.

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(Mi2A, 2.2.1.1, 2.2.5, and 2.2.6), and under certain conditions, loop and interoffice transport combinations, i.e., the Enhanced Extended Loop (“EEL”) (Mi2A, 2.3).

70. For CLECs that choose to perform the functions of combining elements for themselves, Ameritech provides such network elements in a manner that allows the CLEC to combine such elements in order to provide a telecommunications service. To combine unbundled network elements for themselves, CLECs may choose among the various collocation options discussed earlier in the interconnection section of this affidavit or, as provided in the Mi2A, and as discussed below, CLECs may choose the secured frame option (Mi2A, 2.5.3). The secured frame option offered in the Mi2A is identical to the secured frame option offered by SWBT in Texas, Kansas and Oklahoma. In paragraph 173 of the Kansas/Oklahoma Order, the FCC found:

As required by our rules, competitive LECs may also request technically feasible methods of combining UNEs, other than collocation, that are consistent with the provisions of the 1996 Act and other governing statutes and decisions so that such carrier may combine network elements for themselves. For example, SWBT will provide interested competitive LECs access to a secured frame room (or cabinet, where space constraints require) that is set aside for accomplishing the necessary connections. (footnotes omitted)

Attachment B of this affidavit demonstrates that the Mi2A terms and conditions for the secured frame option are the same as those already approved by the FCC.

71. In addition, CLECs may use Ameritech’s shared transport element (i.e., the Unbundled Local Switching with Shared Transport (ULS-ST) component of UNE-P) to provide local and intraLATA toll service to those end users to which they provide basic local exchange service. The Texas PUC ordered SWBT to provide competitors with the ability to use

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UNEs to provide intraLATA toll service, and this ability was incorporated into the T2A, as well as the K2A and the O2A.⁴⁴ The MPSC affirmed this requirement in its March 19, 2001 Order in Case No. U-12622. As required by the MPSC, Ameritech enables CLECs to obtain shared transport at the MPSC-required rates, terms and conditions via the Mi2A (Mi2A, 2.1.3, 2.1.4), or through its tariff for ULS-ST (Tariff M.P.S.C. 20R, Part 19, Section 21).

LOOP AND SWITCH PORT COMBINATIONS FOR BUSINESS SERVICES

72. For loops and switch ports not currently physically combined in Ameritech's network, Ameritech will combine, (as provided in the Mi2A, 2.2.5) certain unbundled local loops with certain unbundled local switch ports for CLECs to provide service to business customers until March 28, 2003 (subject to the FCC's timely approval of this 271 application). After that date, in those Ameritech central offices where there are four or more CLECs collocated and where Ameritech has provided unbundled network elements, Ameritech may elect not to combine unbundled network elements for a CLEC's business customers when those UNEs are not already physically combined in that central office. If Ameritech makes such an election, it will provide the requesting CLEC with access to a secured frame, at no cost to the CLEC, where the CLEC can perform its own combining of those network elements.⁴⁵ Pricing for the UNEs is at the rates determined by the MPSC as provided in Case No. U-11831, and as I discuss later in the pricing section of this affidavit, these rates are consistent with § 252(d) of the Act. Also, after March 28, 2003, in the event the FCC or the MPSC determines that a certain network element need not be provided,

⁴⁴ See Kansas/Oklahoma Order, ¶ 174.

⁴⁵ See Mi2A, 2.2.5.3.2.

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Ameritech will continue to make the network element combination available to CLECs (subject to the FCC's timely approval of this 271 application) at prices set by Ameritech. In addition, if the FCC or the courts modify the TELRIC cost/pricing requirements, Ameritech may renegotiate the applicable prices for unbundled network elements after March 28, 2003 (subject to the FCC's timely approval of this 271 application) (Mi2A, 2.2.5, 2.2.5.1 and 2.2.5.2). These provisions for loop and switch port combinations for business services in the Mi2A are substantively the same as those provided by SWBT under the T2A as demonstrated in Attachment B to my affidavit.

LOOP AND SWITCH PORT COMBINATIONS FOR RESIDENTIAL SERVICES

73. Ameritech will provide (as provided in the Mi2A, 2.2.6) certain new combinations of unbundled local loop and unbundled local switching not currently physically combined in Ameritech's network for the CLEC to provide service to residential customers for the duration of the term of the Mi2A. Until March 28, 2004 (subject to the FCC's timely approval of this 271 application), pricing for those new combinations will be at the rates established in the Mi2A. After that date, if Ameritech is not legally obligated to provide a certain network element or if the FCC or the courts modify the TELRIC pricing requirements, Ameritech will continue to provide the affected elements as part of the UNE combination offering in the Mi2A for the duration of the term of the Mi2A and will continue to perform combining for residential services. However, as provided in the Mi2A,⁴⁶ while Ameritech may adjust the price of affected elements as permitted by law, it will not increase the total price of the equivalent of a complete UNE platform by more than 20% per year.

⁴⁶ Mi2A, 2.2.6.1.

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These provisions for loop and switch port combinations for residential services in Michigan are identical to those in the T2A, as demonstrated in Attachment B to my affidavit.

ENHANCED EXTENDED LOOP

74. For loops and transport not currently physically combined in Ameritech's network, as an alternative to collocation in the central office in which the end user's loop terminates, the Mi2A offers CLECs a new "Enhanced Extended Loop" ("EEL") option⁴⁷.
75. The new EEL offered in the Mi2A enables CLECs to gain access to specified unbundled local loop types where Ameritech performs the work to connect the loop with specified types of unbundled dedicated transport. The unbundled dedicated transport "extends" those loops to either another Ameritech central office where the CLEC has collocation, or to the CLEC's switch location. CLECs may use this EEL when providing a substantial amount of local exchange service to the end user, under the same criteria as established in the Supplemental Order Clarification (Mi2A, 2.3.5).
76. The FCC in the UNE Remand Order found:

...we neither define the EEL as a separate unbundled network element nor interpret rule 51.315(b) as requiring incumbents to combine unbundled network elements that are "ordinarily combined,"...⁴⁸

As I discussed earlier, Ameritech-performed combining of network elements is not a requirement of the Act. However, the EEL offering and other provisions of the Mi2A provide CLECs with this benefit derived from the collaborative process completed in Michigan, as well as the collaborative work that occurred previously in Texas. The FCC in the Texas Order, at paragraph 224 found:

⁴⁷ Mi2A, 2.3.

⁴⁸ UNE Remand Order, 15 FCC at 3909, ¶ 480.

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Section 251(c)(3) of the Act imposes on incumbent LECs such as SWBT the obligation to provide nondiscriminatory access to unbundled network elements. AT&T and other commenters assert that SWBT places unreasonable and discriminatory restrictions on a combination of the loop and transport network elements (also known as an enhanced extended link or “EEL”) in violation of this statutory requirement. We disagree. (footnote omitted)

As demonstrated in Attachment B to this affidavit, the Mi2A contains the same EEL arrangement offered by SWBT in the T2A, and that the FCC already found to be acceptable under § 271.

77. Pricing for the UNEs comprising the EEL are at the rates determined by the MPSC, and as discussed later in the pricing section of this affidavit, and the rates are consistent with § 252(d) of the Act.

SECURED FRAME OPTION

78. The Mi2A offers the secured frame option for use by CLECs to perform the combining of Ameritech-provided unbundled network elements. The secured frame option is available in two contexts under the Mi2A. The first context is in regard to the “UNE platform” for business customers, and the second is in regard to EEL functionality. (Mi2A, 2.2.5.3, 2.3.3) The FCC previously approved this arrangement and found that it “provides access to UNEs in a manner that allows requesting carriers to combine those elements...” (Texas Order ¶¶ 216 - 217).⁴⁹ As shown in Attachment B to this affidavit, the Mi2A offers the same secured frame option as offered by SWBT under the T2A, and previously approved by the FCC. In addition, the FCC noted that the availability of the secured frame option is an alternative method of combining UNEs other than collocation: “For example, SWBT will

⁴⁹ See also Kansas/Oklahoma Order ¶¶ 171 – 173.

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provide interested competitive LECs access to a secured frame room (or cabinet, where space constraints require) that is set aside for accomplishing the necessary connections.”⁵⁰

79. The following discussion focuses on the secured frame option as it relates to the “UNE platform” for business customers; however, the secured frame operates in a similar manner under the EEL provisions of the Mi2A. As explained earlier, under the Mi2A, Ameritech may cease combining network elements that are not currently physically combined for business customers in offices where there are four or more CLECs collocated. In those central offices, the secured frame option will be offered to CLECs at no additional charge to the CLEC. CLECs will have the opportunity to submit to Ameritech a forecast of their anticipated needs for access to unbundled network elements where they intend to perform the combining using the secured frame option. Using this forecast information, Ameritech will construct, at no additional cost to the CLEC, a secured frame room, or if space is not available, an external cross-connect cabinet until space becomes available. There, the CLEC may combine unbundled network elements in the same way that Ameritech combines UNEs on its main distributing frame by placing a jumper wire cross-connect. If, at any time after a secured frame room or external cross-connect cabinet is made available, Ameritech is unable to meet the CLEC’s forecast due to a lack of capacity, Ameritech offers to combine unbundled network elements on the CLEC’s behalf, until Ameritech can provide capacity in the secured frame room or external cross-connect cabinet (Mi2A, 2.2.5.3).
80. Under the Mi2A CLECs do not have to own or control any of their own local exchange facilities before they can purchase unbundled network elements to provide a

⁵⁰ Texas Order ¶ 217 and Kansas/Oklahoma Order ¶ 173.

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telecommunications service (Mi2A, 2.2.3.4). Through the collocation options I discussed earlier, CLECs have the ability to purchase unbundled network elements and to combine those network elements without the need to own or control local exchange facilities. In addition, Ameritech's offering of existing combinations pursuant to Rule 315(b), Ameritech's offer, via the Mi2A, to combine certain unbundled network elements that are not already physically combined, and the Mi2A's secured frame option provide additional methods for CLECs to obtain access to unbundled network elements without owning or controlling any other local exchange facilities.

INTELLECTUAL PROPERTY

81. On April 27, 2000, the FCC issued a Memorandum Opinion and Order in Docket No. 96-98, which clarifies at paragraph 9 that "...incumbent LECs must exercise their best efforts to obtain co-extensive rights for competing carriers purchasing unbundled network elements." In this same order, the FCC also stated at paragraph 2 "...we do not believe that this issue is currently preventing competing carriers from being able to enter the local exchange and exchange access markets...".⁵¹ Ameritech is not aware of any action where third party intellectual property owners have asserted any claim or request for payment from CLECs for the use of UNEs. Nonetheless, Ameritech will make its best efforts to obtain any associated intellectual property rights that are necessary for the requesting carrier to use unbundled network elements or ensure that none are required in compliance with the FCC order (See,

⁵¹ Memorandum Opinion And Order, Petition of MCI for Declaratory Ruling that New Entrants Need Not Obtain Separate License or Right-to-use Agreements Before Purchasing Unbundled Elements Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, 15 FCC Rcd 13,896 (2000).

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for example TOTALink of Michigan Agreement, General Term and Conditions, Section 14.5.1.1).

CHECKLIST ITEM (iv): LOCAL LOOP

82. Ameritech meets the requirements of checklist item (iv) by offerings access to “local loop transmission from the central office to the customer’s premises, unbundled from local switching or other services” pursuant to 47 U.S.C. § 271 (c) (2)(B)(iv).
83. As discussed in my affidavit as well as in the Deere and Silver affidavits, Ameritech complies with the requirements of this checklist item and has implemented binding terms and conditions⁵² for unbundled local loops, subloop elements, dark fiber, and the High Frequency Portion of the Loop (HFPL) in accordance with the FCC’s Local Competition First Report and Order, UNE Remand Order, and Line Sharing Order.
84. The local loop network element provides a dedicated transmission path between a distribution frame (or its equivalent) in an Ameritech central office and the loop demarcation point at an end user’s premises (i.e., the NID). Where applicable, the local loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to customer premises wiring, provided such wiring is owned and controlled by Ameritech. Ameritech’s local loop offerings include all features, functions and capabilities of the transmission facility, including dark fiber and attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. Ameritech’s local loop offerings include DS1, DS3,

⁵² See Attachment A for a summary of Ameritech’s effective tariffs and approved agreements related to this checklist item.

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fiber, and other high capacity loops to the extent required by applicable law (47 C.F.R. § 51.319(a)).

85. Ameritech's approved interconnection agreements and, as required by the MPSC, its tariff, offer the following types of unbundled local loops:

- 2-Wire analog loop (Tariff⁵³, Section 2, ¶ 1. B.)
- Electronic Key Line Interface Loop (EKL) (Tariff, Section 2, ¶ 1. B.)
- 4-Wire analog loop (Tariff, Section 2, ¶ 1. B.)
- 2-Wire digital loop (160 Kilobits per second to support Basic Rate ISDN) (Tariff, Section 2, ¶ 1. B.)
- 4-Wire digital loop (1.544 Megabits per second to support DS1 services) (Tariff, Section 2, ¶ 1. B.)
- 2-Wire 640 Kbps ADSL Compatible Loop (Tariff, Section 2, ¶ 1. B.)
- 2-Wire 768 Kbps HDSL Compatible Loop (Tariff, Section 2, ¶ 1. B.)
- 4-Wire 1.544 Mbps HDSL Compatible Loop (Tariff, Section 2, ¶ 1. B.)
- DS3 digital loop (45 Mbps) (Tariff, Section 2, ¶ 1. B.)

The technical details of the unbundled loops above are discussed in the Deere affidavit.

86. Ameritech also offers loop conditioning options pursuant to its tariff in a manner consistent with the MPSC's March 7, 2001 order in Case No. U-12540 (Tariff M.P.S.C. No. 20R, Part 19, Section 2). In addition, a CLEC may request and, to the extent technically feasible, Ameritech will provide additional loop types and additional types of conditioning pursuant

⁵³ Tariff M.P.S.C. No. 20R, Part 19

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to the BFR process as described in the Deere affidavit. In addition Ameritech provides DSL unbundled loops in its tariff and interconnection agreements. The details regarding DSL unbundled loops are discussed in the Deere and Silver affidavits.

87. The Heritage affidavit provides information regarding the number of loops provided to CLECs in Michigan.

SUBLOOP ELEMENTS

88. Ameritech has implemented binding terms and conditions for providing subloop elements in its approved agreements and tariffs.

89. As described in the Deere affidavit, an unbundled sub-loop is an existing spare portion of the loop that can be accessed at accessible points on the loop. An accessible point on the loop is where Ameritech's technicians can access the copper wire or fiber within the cable without removing a splice case to reach the wire or fiber within.

90. Ameritech offers the following types of subloop elements:

- 2-Wire Analog Subloop (Tariff, Section 16, ¶ 1. B.)
- 4-Wire Analog Subloop (Tariff, Section 16, ¶ 1. B.)
- 4-Wire DS1 Subloop (Tariff, Section 16, ¶ 1. B.)
- DS3 Subloop (Tariff, Section 16, ¶ 1. B.)
- 2-Wire / 4-Wire Digital DSL Capable Subloop (GIA, Appendix UNE, Sec. 8.3.6)
- 2-wire ISDN Subloop (GIA, Appendix UNE, Section 8.3.7)

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91. The Deere affidavit discusses the details regarding loop dark fiber. Ameritech has implemented binding terms and conditions to offer loop dark fiber as an unbundled network element (Tariff M.P.S.C. 20R, Part 19, Section 18).
92. Ameritech provides loop qualification in accordance with the FCC's UNE Remand Order and the MPSC's requirements in its March 7, 2001 order in Case No. U-12540. For further discussion of loop qualification see the Silver affidavit.

CHECKLIST ITEM (v) LOCAL TRANSPORT

93. Under checklist item (v), 47 U.S.C. § 271(c)(2)(B)(v), Ameritech is required to provide local transport from the trunk side of its switch unbundled from local switching or other services. Consistent with the FCC's requirements in 47 C.F.R. § 51.319(d), Ameritech provides access to both unbundled dedicated interoffice transport and unbundled shared transport in its interconnection agreements, and as required by the MPSC its tariffs. Attachment A to my affidavit summarizes the agreements and tariffs that contain Ameritech's binding terms and conditions related to these required wholesale products. Unbundled dedicated and unbundled shared transport are also discussed in the Deere affidavit.

UNBUNDLED DEDICATED TRANSPORT

94. Ameritech provides unbundled dedicated transport as an interoffice transmission path dedicated to a particular CLEC that provides telecommunications between wire centers owned by Ameritech, or between switches owned by Ameritech or the CLEC (Bullseye Telecom Agreement, Appendix UNE, Section 9.1). Dedicated Transport includes Digital Cross-connect System (DCS) functionality as part of the unbundled dedicated transport

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element with the same functionality that is offered to interexchange carriers (Bullseye Telecom Agreement, Appendix UNE, Section 9.5.1).

95. The following transmission speeds are available as Dedicated Transport standard offerings: DS1 (1.544 Mb/s); DS3 (45 Mb/s); OC3 (155.520 Mb/s); OC12 (622.080 Mb/s); OC48 (2488.320 Mb/s); higher speeds will be made available to the CLECs as they are deployed in Ameritech's network. (Bullseye Telecom Agreement, Appendix UNE, Section 9.3.2 and Tariff MPSC 20 R, Part 19, Section 12). The Deere affidavit discusses other options provided with unbundled dedicated transport (e.g., multiplexing).
96. Ameritech's tariff (M.P.S.C. Tariff No. 20R, Part 19, Section 18) provides CLECs with the use of Ameritech's interoffice dark fiber. Interoffice dark fiber is between two different Ameritech Central Offices and terminates on a fiber distribution frame, or equivalent, in the CO. Additional discussion of dark fiber is contained in the Deere affidavit.
97. In addition to providing unbundled dedicated transport as a separate unbundled network element, Ameritech will combine certain unbundled dedicated transport types with specific unbundled local loops (i.e., to provide the EEL) under the Mi2A, as discussed above.

UNBUNDLED SHARED TRANSPORT

98. Consistent with the conditions of the SBC/Ameritech merger, Ameritech implemented its "permanent" version of shared transport on October 8, 2000, and the MPSC approved Ameritech Michigan's rates for this shared transport offering on March 19, 2001 in Case No. U-12622. Unbundled shared transport is provided only in conjunction with unbundled local switching, through Ameritech's product offering called unbundled local switching with shared transport (ULS-ST) (Tariff M.P.S.C. 20R, Part 19, Section 21). As further discussed

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in the Deere affidavit, ULS-ST provides CLECs access to Ameritech's local routing tables in its switches in order to have their local traffic routed over shared transport in the same way that Ameritech's own local traffic routes over shared transport⁵⁴. This includes the ability to route local traffic between Ameritech's switches and the ability to route traffic destined for other carriers to Ameritech's points of interconnection (typically at local tandems). In addition, CLECs may use unbundled shared transport to provide interexchange access to interexchange carriers ("IXCs") for those IXCs to originate/terminate interexchange service from/to the CLEC's end-user customers. When a CLEC uses ULS-ST to provide interexchange access to its end-user customer, Ameritech charges the CLEC the applicable ULS-ST rates and does not assess access charges. (Tariff M.P.S.C. 20R, Part 19, Section 21)

99. Ameritech provides "Shared Transport-Transit", which permits telecommunications carriers subscribing to ULS-ST to use shared facilities between Ameritech central office switches and non-Ameritech central office switches providing local, wireless, or interexchange services. The MPSC found the transit function to be required (i.e., not voluntary) in its March 19, 2001 Shared Transport Order (Tariff M.P.S.C. 20R, Part 19, Section 21).⁵⁵

CHECKLIST ITEM (vi) LOCAL SWITCHING

100.47 U.S.C. § 271(c)(2)(B)(vi) requires Ameritech to provide local switching unbundled from transport, local loops, and other services. Ameritech's interconnection agreements and tariff

⁵⁴ Consistent with the MPSC's Order in Case No. U-12622 and with SWBT's offering under the T2A, O2A, and K2A, a CLEC that uses ULS-ST to provide local exchange service to its end user may also use Ameritech's ULS-ST to carry intraLATA toll calls for that end user over Ameritech's network to its final termination point.

⁵⁵ See MPSC Case No. U-12622, (Shared Transport Order, March 19, 2001, pages 25, 26).

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make unbundled local switching available to CLECs. Attachment A to my affidavit summarizes Ameritech's effective tariffs and approved agreements that implement binding terms and conditions that satisfy 47 C.F.R. § 51.319(c)(1) and (2).

101. Ameritech's unbundled local switching offering encompasses all features, functions, and capabilities of the local switch. It also includes the same basic capabilities available to Ameritech customers, such as a telephone number, dial tone, signaling and access to 911, operator services, directory assistance and features and functions necessary to provide all services required by Michigan law. In addition, this UNE includes all vertical features resident in the switch, including custom calling, CLASS features, and Centrex-like capabilities, as well as any technically feasible customized routing, blocking/screening, and recording functions (47 C.F.R. § 51.319(c)(1) and Tariff M.P.S.C. 20R, Part 19, Section 3, Para 1.A).

102. Ameritech's unbundled local switching offering enables the CLEC to designate the features and functions that are to be activated on a particular unbundled switch port to the extent that such features and functions are available. As stated above, when a CLEC purchases unbundled local switching, Ameritech provides the CLEC the vertical features that the switch is capable of providing.

103. Ameritech provides the following types of switch ports:

- Analog Line Port⁵⁶ (Tariff, Sec. 3, ¶1.F)
- Analog (DID) Trunk Port (Tariff, Sec. 3, ¶1.F)

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- DS1 Trunk Port⁵⁷ (Tariff, Sec. 3, ¶1.F)
- ISDN Basic Rate Interface (BRI) Port (Tariff, Sec. 3, ¶ 1.F)
- ISDN Primary Rate Interface (PRI) Port (Tariff, Sec. 3, ¶1.F)

104. Ameritech provides unbundled tandem switching in a manner that meets the FCC's rules and related requirements of the MPSC. Ameritech's tandem switching provides trunk-to-trunk connections for local calls between two end offices, including two offices belonging to different CLECs. Unbundled tandem switching is further discussed in the Deere affidavit.

105. As further discussed in the Deere Affidavit, Ameritech's unbundled local switching includes the ability, for end users served by the CLEC, to originate and receive intraLATA and interLATA calls in addition to local calls. With implementation of intraLATA toll dialing parity,⁵⁸ intraLATA toll and interLATA calls from an unbundled switching element (i.e., switch port) are routed to the presubscribed carriers (PICs) assigned to the line. As part of its ULS-ST and ULS offerings, Ameritech provides CLECs with the information necessary to bill their end-user customers for their customers' usage as well as the information necessary for CLECs to bill other carriers for exchange access and reciprocal compensation. Additional technical aspects of unbundled local switching are discussed in the Deere affidavit.

⁵⁶ A basic analog line port may be configured as either ground start or loop start. The Analog Line Port can be provisioned with Centrex-like features and capabilities, including electronic key telephone service and attendant console lines.

⁵⁷ This ULS Trunk Port provides for digital trunk access via a 1.544 Mbps central office termination. For details regarding this trunk port see the Deere affidavit.

⁵⁸ Dialing parity is discussed further in the Deere affidavit.

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USAGE INFORMATION

106. When a CLEC obtains unbundled local switching from Ameritech, Ameritech provides detailed usage information to that CLEC. This information may be used by the CLEC to determine the use of Ameritech's unbundled local switching for which Ameritech bills the CLEC, and to bill the CLECs' customers (both the CLEC's retail end users and connecting carriers) for the use of the services it provides based on the switching obtained from Ameritech. The switching usage information provided to CLECs is based on detailed Ameritech recordings of the usage on each unbundled switch port provided. Consistent with the FCC's Second Louisiana Order,⁵⁹ on a daily basis, Ameritech provides CLECs, in the industry standard Exchange Message Interface ("EMI") format, detailed usage information for all originating and terminating usage on each of the CLECs' unbundled switch ports. These EMI records are sent to the CLEC on the daily use file (DUF), as described more fully in the affidavit of Ms. Denise Kagan (hereinafter, the "Kagan affidavit").
107. As discussed in the Kagan affidavit, Ameritech has modified its Common Ameritech Message Processing System (CAMPS) to enable Ameritech to not render billing to an interexchange carrier (IXC) for access originated by or terminated to a CLEC's unbundled switch ports, and to instead send EMI access records to the CLEC on the (DUF).⁶⁰ Thus, when the CLEC utilizes Ameritech's unbundled local switching to provide interexchange

⁵⁹ Memorandum Opinion and Order, Application of BellSouth Corporation, BellSouth Telecommunications, Inc., and BellSouth Long Distance, Inc., for Provision of In-Region, InterLATA Services in Louisiana, 13 FCC Rcd 20599, 20698-699 ¶ 160 (1998) ("Second Louisiana Order").

⁶⁰ This process was implemented on October 8, 2000 and coincided with Ameritech's implementation of the shared transport UNE, in satisfaction of the FCC's order approving the SBC/Ameritech merger. On September 18, 2000 CLECs in Michigan were notified of this implementation via an Accessible Letter, CLECAM 00-104 (See Accessible Letter CLECMI01-002 at <<https://clec.sbc.com/acclatters/home.cfm>>).

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access to its end user, Ameritech does not bill access charges to the IXC, but bills the CLEC for that use of the unbundled switching element as provided in the applicable interconnection agreement or under Ameritech's tariff (Tariff MPSC 20R, Part 19, Section 3 and 21). The detailed settlement records provided by Ameritech also provide the information needed by the CLEC to participate in settlement for reciprocal compensation in a manner similar to a carrier that provides its own switch.

108. Specific performance measurements regarding Ameritech's timeliness and accuracy in provisioning of usage data are discussed in the Fioretti affidavit.

CHECKLIST ITEM (x): ACCESS TO DATABASES AND ASSOCIATED SIGNALING

109. Ameritech satisfies checklist item (x) by providing nondiscriminatory access to its databases and associated signaling necessary for call routing and completion, pursuant to 47 U.S.C. § 271(c)(2)(B)(x).

110. Under § 52.319(e) of 47 C.F.R., the FCC requires Ameritech to provide nondiscriminatory access to call-related databases. As described below, and in the Deere affidavit, Ameritech meets these requirements by providing CLECs nondiscriminatory unbundled access to its Advanced Intelligent Network ("AIN") database, Ameritech's Toll Free Calling Database ("800 database"), the same Line Information Database ("LIDB") and Calling Name Database ("CNAM") functions used by Ameritech, and Ameritech's LIDB Service Management System, known as the Operator Services Marketing Order Processor ("OSMOP"). Ameritech has implemented binding terms and conditions for providing

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CLECs with nondiscriminatory access to the AIN database, the 800 database, the LIDB database and CNAM database as described below.⁶¹

111. Ameritech provides nondiscriminatory access to Ameritech's 800 Database as provided under Bullseye Telecom Agreement, Appendix 800 and Tariff MPSC No. 20R, Part 19, Section 10. As described in the Deere affidavit, Ameritech's 800 database offering provides a CLEC and its customers with all of the same features provided by Ameritech to its retail customers. When a CLEC operates its own switching system, access to the database is obtained by using the SS7 Interconnection Service. 47 C.F.R. § 51.319(e)(2), (Bullseye Telecom Agreement, Appendix SS7, Section 2.2.3 and Tariff MPSC 20R, Part 19, Sec.10, ¶ 1.B.6).

112. Ameritech provides unbundled access to its AIN Databases on a nondiscriminatory basis as provided in its Tariff M.P.S.C. No. 20R, Part 19, Section 13 and its approved interconnection agreements (Bullseye Telecom Agreement, General Terms and Conditions, Section 45.7.2). As discussed in the Deere affidavit, Ameritech enables a CLEC (whether it purchases unbundled switching capabilities from Ameritech or owns its own SSP (Service Switching Point)) to offer its customers AIN-based services. Ameritech makes available its existing AIN based retail applications. CLEC may use Ameritech's AIN Service Creation Environment ("SCE") service to create its own AIN-based offerings. The technical details of Ameritech's AIN offerings are discussed in the Deere affidavit.

⁶¹ See Attachment A for a summary of Ameritech's effective tariffs and approved agreements related to this checklist item.

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113. Ameritech has implemented binding terms and conditions for providing CLECs with nondiscriminatory unbundled access to LIDB and CNAM under its tariffs and approved interconnection agreements (Tariff M.P.S.C. No. 20R, Part 19, Section 11 (LIDB) and Tariff M.P.S.C. No. 20R, Part 19, Section 17 (CNAM), Bullseye Telecom Agreement, Appendix LIDB Service and LIDB-AS). As discussed in the Deere affidavit, Ameritech contracts with Southern New England Telephone (“SNET”) to obtain query access to LIDB functions. Ameritech offers CLECs access to OSMOP to permit them to input, change and maintain any data the CLEC chooses to place into the database provided by SNET.

114. As described in the Deere affidavit, Ameritech provides CLECs access to LIDB for queries that enable CLECs nondiscriminatory call-completion capabilities, as well as nondiscriminatory capabilities for entering and storing their own end-user customer information. As required by the FCC, “[q]uery and response access to [the LIDB] is intended to require the incumbent LEC only to provide access to its [LIDB] as is necessary to permit a competing provider’s switch (including the use of unbundled switching) to access the call-related database functions supported by [the LIDB].”⁶² CLECs have such access at parity with Ameritech. Resellers of Ameritech’s retail telecommunications services have precisely the same LIDB access as Ameritech provides its own retail customers.

115. Ameritech provides CLECs with nondiscriminatory access to Ameritech calling name information, as contained within the CNAM database. As discussed in the Deere affidavit,

⁶² First Report and Order, Implementation of the Local Competition Provisions in the Telecommunications Act of 1996: Interconnection Between Local Exchange Carriers and Commercial Mobile Radio Service Providers, 11 FCC Rcd 15499, 15741 n.1127 (1996) (“Local Competition First Report and Order”).

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Resellers of Ameritech's retail telecommunications services have precisely the same CNAM Database access as Ameritech utilizes in providing service to its own retail customers.

116. Ameritech meets its obligations under checklist item (x) to provide the same nondiscriminatory access to call-related databases and associated signaling as it provides itself. The information contained in the CNAM database is available to CLEC's end office switches, on a query-by-query basis together with the associated signaling, just as that information is available to Ameritech's end office switches.⁶³

CHECKLIST ITEM (xiii) RECIPROCAL COMPENSATION

117. In accordance with 47 U.S.C. § 271(c)(2)(B)(xiii), Ameritech is required to provide reciprocal compensation arrangements in accordance with § 252(d)(2) of the Act, which governs the charges for transport and termination of traffic that is subject to the reciprocal compensation requirement of § 251(b)(5). Ameritech's approved interconnection agreements and effective tariff contain clearly defined arrangements describing Ameritech's obligation to compensate CLECs in accordance with § 252(d)(2).⁶⁴ Under those arrangements, Ameritech is compensating CLECs for the transport and termination of traffic to the CLECs' networks that is subject to reciprocal compensation pursuant to the MPSC's orders and the FCC's rules (subject to negotiation or a regulatory or judicial determination

⁶³ The MPSC in its March 7, 2001 Order in Case No. U-12540, required Ameritech to provide access to its entire CNAM database on a bulk basis. Ameritech filed a petition for rehearing on this matter on April 6, 2001.

⁶⁴ Second Louisiana Order, 13 FCC Rcd 20599, 20773, ¶ 299. As required by the MPSC, Ameritech's tariff (Tariff MPSC No. 20R, Part 23, Section 2) contains rates, terms and conditions that are only applicable to Ameritech's charges to CLECs for reciprocal compensation.

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as to the effect of the FCC's April 27, 2001 order on remand in CC Docket Nos. 96-98 and 99-68).⁶⁵ In addition, Ameritech is making all required payments in a timely fashion.

118. The MPSC has ordered Ameritech to pay reciprocal compensation for traffic delivered to Internet Service Providers (ISPs)⁶⁶ under certain interconnection agreements.⁶⁷ Ameritech has sought judicial review of these determinations,⁶⁸ but continues to comply with all MPSC orders pending judicial review. Some of Ameritech's other approved interconnection agreements expressly exclude ISP-bound traffic.⁶⁹

119. But, in any event, with regard to ISP-bound traffic and reciprocal compensation, the FCC found that it would "not address it in the context of a 271 application."⁷⁰ In the New York Order, 15 FCC Rcd at 4142, ¶ 377, the FCC found that "Inter-carrier compensation for ISP bound traffic, however, is not governed by § 251(b)(5), and therefore, *is not a checklist item*" (emphasis added). And again, in the Second Louisiana Order, the FCC similarly states "We do not, at this time, consider BellSouth's unwillingness to pay reciprocal

⁶⁵ Order on Remand and Report and Order in CC Docket. Nos. 96-98 and 99-68; Implementation of Local Competition – Intercarrier Compensation for ISP-Bound Traffic (released April 27, 2001).

⁶⁶ MPSC Order Case Nos. U-11505, U-11522, U-11553 & U11554 (January 28, 1998), Case No. U-12284 (Baraga Complaint Order, June 5, 2000), Case No. U-12382 (Coast Arbitration Order, August 17, 2000), Case No. U-12460 (Level 3 Communications Arbitration Order, October 23, 2000).

⁶⁷ See Coast To Coast Agreement, Reciprocal Compensation Appendix, Section 4.7.2, approved by the MPSC October 24, 2000 in Case No. U-12382 and Level 3 Communications, Amendment to Interconnection Agreement, approved February 5, 2001 in Case No. U-12460.

⁶⁸ Michigan Bell Tel. Co. d/b/a/ Ameritech Michigan v. MFS Intelenet et al., U.S. Court of Appeals (6th Cir.) No. 99-1996; Ameritech Michigan v. MPSC and Brooks Fiber, et al, Michigan Court of Appeals No. 209829; Michigan Bell Tel. Co. d/b/a Ameritech Michigan v. Baraga Tel. Co. and MPSC, U.S. District Court (W.D.Mich.), No. 2:00-CV-136; Michigan Bell Tel. Co. d/b/a Ameritech Michigan v. Coast to Coast Telecommunications and MPSC, U.S. District Court (E.D.Michigan), No. 00-75142

⁶⁹ See Bullseye Telecom Agreement and American Fiber Network Agreement, Appendix Reciprocal Compensation, Section 2.5

⁷⁰ Texas Order ¶ 386.

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compensation for traffic that is delivered to ISPs...in assessing whether BellSouth satisfies this checklist item.”⁷¹ And most recently, in the Kansas/Oklahoma Order at paragraph 251, the FCC ruled:

We find that the issues raised by the commenters do not evidence SWBT’s failure to satisfy checklist item 13. Under a prior Commission order, ISP-bound traffic is not subject to the reciprocal compensation provisions of section 251(b)(5) and 252(d)(2); therefore, as we stated in our *Bell Atlantic New York Order*, whether a carrier pays such compensation is “irrelevant to checklist item 13.” (footnotes omitted)

In reviewing this 271 application, the FCC should reach the same conclusion.

120. As noted above, Ameritech has numerous interconnection agreements with CLECs that contain negotiated terms, conditions, and charges for reciprocal compensation which the MPSC has approved. Ameritech also has an effective tariff (Ameritech End Office Integration Tariff, M.P.S.C. Tariff No. 20R, Part 23, Section 2) that contains terms, conditions and charges for reciprocal compensation. Ameritech offers reciprocal compensation rates for existing agreements based on costs approved by the MPSC in its August 31, 2000 Order in Case No. U-11831.⁷² In its January 23, 2001 Order in Case No. U-12696, the MPSC approved a new rate structure for reciprocal compensation that recognizes per call set up costs as well as per minute duration costs, using the approved costs from the Order in Case No. U-11831. Interconnection agreements are being modified to reflect these new updated cost allocation assumptions and resulting reciprocal

⁷¹ Second Louisiana Order, 13 FCC Rcd at 20775-776, ¶ 303

⁷² Most interconnection agreements have been updated to incorporate these rates. See American Fiber Network, Second Amendment, MPSC approval pending.

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compensation rate structure and rates.⁷³ Both the rates approved in the MPSC's U-11831 and U-12696 Orders are consistent with the requirements of Section 252(d)(2) of the Act. The reciprocal compensation rate structure and rates approved in the MPSC's U-12696 Order are also contained in Ameritech's effective Ameritech End Office Integration Service Tariff (Tariff M.P.S.C. No. 20R, Part 23, Section 2, 4th Revised Sheet No. 16).

121. Pursuant to agreements, terminating interconnection minutes of use and messages used for reciprocal compensation are based on standard Automatic Message Accounting (AMA) terminating recordings made within each Party's network. These recordings are the basis for Ameritech and CLECs to bill each other for reciprocal compensation. For purposes of reciprocal compensation, minutes of use are measured in actual conversation seconds. The total conversation seconds are totaled for the entire monthly bill and then rounded to the next whole minute (See, for example, Level 3 Communications and Bullseye Telecom Agreements, Appendix Reciprocal Compensation, Sec. 13.1).

122. Three functions may be involved in transport and termination: local (end office) switching, tandem transport⁷⁴, and local tandem switching. The rates Ameritech charges for performing these three functions are based on the cost assumptions, rate structure and rates approved by the MPSC's January 23, 2001 Order in Case No. U-12696.⁷⁵

⁷³ See Bullseye Telecom Agreement, Second Amendment, MPSC approval pending.

⁷⁴ The tandem transport function includes the tandem transport termination and tandem transport facility mileage functions and their corresponding tandem transport termination and tandem transport facility mileage rate elements.

⁷⁵ Except for those existing agreements for which the substitution of U-12696 rates is still pending MPSC approval, other arrangements ordered by the MPSC, or agreements in which the parties have mutually agreed to other rates or rate structures.

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123. The MPSC's January 23, 2001 Order in Case No. U-12696 approved a new bifurcated reciprocal compensation rate structure and rates, as proposed by Ameritech in its October 27, 2000 application. This rate structure separates the costs associated with each of the three transport and termination functions into call setup costs (per message) and call duration costs (per minutes of use) and better reflects cost causation. The MPSC's Order approved Ameritech's proposed cost assumptions and rates for this bifurcated rate structure finding that the costs underlying the rates were consistent with TSLRIC.⁷⁶ The bifurcated rate structure and rates were filed in Ameritech's End Office Integration Service tariff (Tariff M.P.S.C. No. 20R, Part 23, Section 2) on February 2, 2001 and became effective February 3, 2001. The new bifurcated rate structure includes minute of use rates for each of the three functions identified above, as did the previous rate structure. The new rate structure, however, also contains setup charges assessed on a per message basis for each of these three functions except for the tandem transport facility mileage function.⁷⁷

124. If a CLEC chooses to interconnect at an Ameritech tandem office switch,⁷⁸ Ameritech switches the call at its tandem switch, transports the call from the tandem switch to the end office serving the called number, and switches the call at that end office to the called party. Accordingly, the rates charged by Ameritech are the tandem switching (setup and duration), tandem transport termination (setup and duration), tandem transport facility mileage (per minute of use per mile), and end office local termination (setup and duration) (Tariff M.P.S.C. No. 20R, Part 23, Section 2).

⁷⁶ January 23, 2001 MPSC Order in Case No. U-12696, Page 7.

⁷⁷ Tariff M.P.S.C. 20R, Part 23, Section 2, 1st Revised Sheet No. 14 and 4th Revised Sheet No. 16.

⁷⁸ Tandem Office Switches are used to connect and switch trunk circuits between Central Office switches.

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125.If a CLEC chooses to interconnect at an Ameritech end office⁷⁹ Ameritech charges a local end office termination rate (setup and duration). These rates include charges for end office switching only, because that is the only function performed by Ameritech to terminate the call.

126.Ameritech Michigan has paid all undisputed amounts due for reciprocal compensation through March 31, 2001 that CLECS have billed Ameritech. The Heritage Affidavit provides the number of reciprocal compensation minutes of use exchanged over interconnection trunks between Ameritech and CLECs that are subject to reciprocal compensation as well as the minutes of use exchanged with the major facilities based providers in Michigan.

TRANSIT TRAFFIC

127.Ameritech also offers to switch local and intraLATA toll transit traffic to allow CLECs to interconnect indirectly with other local carriers using Ameritech's facilities pursuant to the Act (Level 3 Communications and Bullseye Telecom Agreements, Appendix Reciprocal Compensation, Section 6.1, Tariff M.P.S.C. 20R, Part 23, Section 2, Original Sheet No. 12). Ameritech's transit service allows one CLEC to send traffic to another local carrier's network through Ameritech's tandem, thus enabling the CLECs to avoid the cost of investing in facilities necessary to interconnect to all other local carriers in a local calling area.

128.Transit Traffic rate elements include the tandem switching and tandem transport (transport and facility) charges and apply to all usage between carriers that transit Ameritech's tandem

⁷⁹ End Office Switches are where end user exchange services are directly connected and offered.

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switch and terminate to a third party's network (Level 3 Communications and Bullseye Telecom Agreements, Appendix Reciprocal Compensation, Section 6.1; Tariff M.P.S.C. 20R Part 23 Section 2, Original Sheet No. 12). The originating CLEC is responsible for paying the appropriate transiting rates to Ameritech and the appropriate termination rates to the terminating third party. Transit Traffic rate elements are only applicable when calls transit through Ameritech's tandem and do not originate with (or terminate to) Ameritech's end user.

CHECKLIST ITEM (xiv) RESALE

129.47 U.S.C. § 271(c)(2)(B)(xiv) requires Ameritech to make its telecommunications services available for resale in accordance with the provisions of § 251(c)(4) and § 252(d)(3) of the 1996 Act. These provisions, in turn, require Ameritech to provide at wholesale rates its telecommunications services that are provided at retail to subscribers that are not telecommunications carriers. Ameritech must also offer for resale its telecommunication services with no unreasonable or discriminatory conditions or limitations.⁸⁰ Ameritech's agreements fully satisfy these requirements. For example, the Level 3 Communications and Bullseye Telecom Agreements, Appendix Resale, § 2.1 states:

A list of Telecommunications Services currently available for resale at the wholesale discount rate for each service determined by the appropriate Commission is set forth in Appendix PRICING. Except as otherwise expressed herein, consistent with **SBC-13STATE**'s obligation under Section 251(c)(4)(A) of the Act and any other applicable limitations or restrictions, CLEC may resell other Telecommunications Services offered at retail by **SBC-13STATE** at the discount set forth in Appendix Pricing.

⁸⁰ See also, Second Louisiana Order, 13 FCC Rcd at 20777-8, ¶ 306.

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Additionally, Ameritech offers for resale at wholesale rates its retail telecommunications services in its tariff M.P.S.C. Tariff No. 20R, Part 22 for Ameritech's regulated telecommunications services and M.P.S.C. Tariff No. 20U, Part 22, Ameritech's unregulated information tariff, for Ameritech's unregulated telecommunications services available for resale at wholesale rates.

130. As shown in the Fioretti affidavit, performance measures have been implemented to demonstrate how services provided by Ameritech for resale are equal in quality as compared to Ameritech's own retail service offerings. The Heritage affidavit details the quantities of resold services obtained by CLECs in Michigan.

131. Ameritech's obligation to make resale of its retail telecommunications services available to CLECs at wholesale rates is legally binding in numerous approved interconnection agreements and in its resale tariffs (See Level 3 Communication and Bullseye Telecom and Agreements, Appendix Resale, Section 2.1; Ameritech's Resale Tariff M.P.S.C. No. 20R, Part 22).⁸¹

132. In its November 16, 1999 Order in Case No. U-11831, the MPSC approved an 18.15% general resale discount, along with reduced discounts for certain contractual agreements, specifically 3.42% for assumed individual case basis (ICB) and tariffed contracts, and 4.95% for new ICB contracts.⁸² As discussed in the Florence affidavit, this discount is based on the costs Ameritech avoids by not selling directly to end user customers.

⁸¹ Second Louisiana Order, 13 FCC Rcd at 20779, ¶ 310 (1998).

⁸² MPSC Order in Case No. U-11831 pages 21-22.

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133. The FCC's rules at 47 C.F.R. § 51.613, provide, consistent with 47 U.S.C. § 251(c)(4)(B), that there may be reasonable limitations on resale that include no cross-class selling, exceptions for short-term (i.e., 90 days or less) promotions, or any other restrictions the state commission considers reasonable and nondiscriminatory.⁸³ Ameritech's restrictions comport with the FCC's rules (GIA, Appendix Resale, Sections 3.4 and 3.5.3). For example, in the MPSC's February 9, 2000 Order in Case No. U-12043, the MPSC approved Ameritech's "unaffiliated end user" resale restriction for Centrex service, which prevents resellers of Centrex service from aggregating unaffiliated end user customers for purposes of obtaining volume discounts. The "unaffiliated end user" restriction states:

-Where there are unaffiliated end users on the same Centrex system, all loops on the system are priced at the 1-25 loop band of the Matrix, regardless of the quantity of loops provided for each end user or total number of end users or customers of the reseller, sharer or aggregator.⁸⁴

The MPSC stated it was "persuaded that the distinction between affiliated and unaffiliated end users served by a single Centrex system is not unjust or unreasonable discrimination."⁸⁵

134. CLECs may resell Ameritech's promotional offerings that are greater than 90 days in length at the promotional rate less the avoided cost discount established by the MPSC (Level 3 Communications and Bullseye Telecom Agreement, Appendix Resale, Section 3.5.3.1).

⁸³ Second Louisiana Order, 13 FCC Rcd at 20778, 20782-3, ¶¶ 307, 317.

⁸⁴ See MPSC Coast to Coast Order, Case No. U-12043, page 11, issued February 9, 2000

⁸⁵ *Id.*, page 14

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135. In accordance with 47 C.F.R. § 51.615, CLECs may resell, at wholesale rates, an Ameritech grandfathered service for resale to the same end user customer to whom Ameritech provides such service at the same end user location (Level 3 Communications and Bullseye Telecom Agreements, Appendix Resale, Section 2.4 and Ameritech Tariff M.P.S.C. No. 20R, Part 22, Section 1, Sheet No. 1.1).⁸⁶

136. Ameritech applies an End User Common Line (“EUCL”) charge to each local exchange line resold to a CLEC in accordance with 47 C.F.R. § 51.617(a), (Level 3 Communications and Bullseye Telecom Agreements, Appendix Resale, Section 3.8).

137. CLECs can resell Ameritech’s existing retail contracts without triggering termination liability charges or transferal fees to the end user. Existing retail contracts are available for resale without restriction beyond those restrictions applicable to Ameritech’s retail service arrangements (e.g., no cross-class selling) that the MPSC has found to be reasonable and non-discriminatory.⁸⁷ CLECs may avoid any applicable charges for early termination of an assumed retail contract by replacing the existing contract with a contract of greater term and volume at the same discount the CLEC received for the previously assumed, but terminated contract (Level 3 Communications and Bullseye Telecom Agreements, Appendix Resale, Section 3.15.3).

138. CLECs may assume Ameritech’s existing retail end user contracts for resale (Level 3 Communications and Bullseye Telecom Agreements, Appendix Resale, Section 3.15.2.2).

⁸⁶ Grandfathered services are those tariff services that are no longer generally available. Generally, these services are those that are only available to existing customers at existing locations.

⁸⁷ Second Louisiana Order, 13 FCC Rcd at 20782-3, ¶ 317 (1998).

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Resale discounts of 3.42% for all assumed contracts, and 4.95% for new ICB contracts were approved by the MPSC's Order on November 16, 1999, in Case No. U-11831.

PRICING

139. As discussed in the Florence affidavit, the MPSC has determined UNE prices based on a Total Element Long Run Incremental Cost ("TELRIC")⁸⁸ methodology, i.e., a determination of forward-looking economic costs plus a uniform allocation of joint and common costs. Consistent with the FCC requirement in 47 C.F.R. § 51.507(f), the MPSC established prices for unbundled transport and unbundled loops in three defined geographic access areas which reflected the MPSC determined cost differences for each area. The rates contained in Ameritech's approved agreements⁸⁹ (e.g., Level 3 Communications and Bullseye Telecom Agreements), Ameritech's tariffs, and the Mi2A are consistent with the FCC's pricing rules in that: 1) they establish rates that are structured consistent with the manner in which the costs for the elements are incurred; 2) costs for dedicated facilities such as the loop, dedicated transport, or switch ports are recovered through flat-rated charges; 3) costs that are shared, such as switching and shared transport, are recovered through usage sensitive charges; 4) monthly recurring rates are established to recover the costs that the MPSC determined were incurred on a recurring basis; and 5) non-recurring costs are recovered through non-recurring charges.

⁸⁸ See Initial January 21, 1999 Florence Affidavit in MPSC Case No. U-11831, paragraph 23 for a description of the equivalency of TSLRIC and TELRIC.

⁸⁹ Bullseye Telecom Agreement First and Second Amendments are pending MPSC approval.

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140. The prices contained in Ameritech's MPSC approved interconnection agreements (e.g., Level 3 Communications and Bullseye Telecom⁹⁰ Agreements), tariffs and in the pricing appendix of the Mi2A were established at or based on MPSC-determined levels, and they are based on either Michigan-specific TELRIC costs, as modified by the MPSC, or costs submitted by AT&T which were ordered for use in Michigan by the MPSC (e.g., collocation, usage-based UNEs such as unbundled local/tandem switching and reciprocal compensation).⁹¹
141. The following discussion of my affidavit describes the processes employed by Ameritech to establish prices, as reflected in its tariffs and approved agreements pursuant to § 252(d) of the Act. This portion of my affidavit is organized into sections that address (1) the application of § 252(d)(1) to the pricing of interconnection and unbundled network elements, (2) the application of § 252(d)(2) to pricing for the transport and termination of traffic, and (3) the application of § 252(d)(3), in setting the wholesale discount applied to Ameritech's retail telecommunications services.
142. The prices in Ameritech's MPSC approved interconnection agreements (e.g., Level 3 Communications and Bullseye Telecom⁹² Agreements), effective tariffs and the Mi2A were established based on the MPSC's review of Ameritech's TELRIC costs in Cases No. U-11831, U-12540 and U-12622. None of Ameritech's prices are interim prices subject to

⁹⁰ Id.

⁹¹ See November 16, 1999 and August 31, 2000 MPSC Orders in Case No. U-11831, U-12540 March 7, 2001, U-12622 March 19, 2001, and U-12320.

⁹² Bullseye Telecom Agreement First and Second Amendments are pending MPSC approval.

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pending MPSC review or proceedings.⁹³ Depending on the language contained in an existing agreement, either party may request rates consistent with Case No. U-11831, and the subsequent cost dockets.

INTERCONNECTION AND UNBUNDLED NETWORK ELEMENTS – 252(d)(1)

143. Unbundled Network Elements – Ameritech provides access to network elements based on rates, terms, and conditions that are just, reasonable, and nondiscriminatory. As described in more detail in the Florence affidavit, the MPSC directed Ameritech to furnish, and Ameritech did furnish, cost studies for unbundled network elements based on forward-looking costs. After its review of the cost data presented by Ameritech, and a full and thorough comment and briefing process with participation from multiple CLECs in Case No. U-11831, the MPSC approved costs, and hence prices, for unbundled network elements.
144. As discussed in the Florence affidavit, in Cases Nos. U-11831, U-12320, U-12540 and U-12622, the MPSC established rates for interconnection and UNEs. As with Case No. U-11831, Case No. U-12320 was handled as a multiple cycle comment process. Further, costs for new offerings were reviewed via a full and thorough hearing and briefing process in Cases Nos. U-12540 and U-12622. These rates have been incorporated into the relevant tariffs, the Mi2A, and are being incorporated into existing agreements.
145. In its pricing rules established in 1996 in the Local Competition First Report & Order,⁹⁴ the FCC required states to establish prices for unbundled network elements “in at least three

⁹³ Ameritech does not agree that certain adjustments to its cost studies and rates that have been required by the MPSC are appropriate. Nevertheless, even though the resulting prices are below the level contemplated by the FCC’s TELRIC Pricing Rules, Ameritech, subject to any changes arising out of an appeal, has committed to offer these rates in the Mi2A, and in its relevant tariffs as ordered.

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defined geographic areas within the state to reflect geographic cost differences.”⁹⁵

Consistent with this FCC requirement in 47 C.F.R. § 51.507(f), the MPSC adopted prices for unbundled loops and unbundled dedicated transport in three defined geographic access areas which reflected the MPSC-determined cost differences for each access area, as discussed in the Florence affidavit.

146. As discussed in the Florence affidavit, Ameritech’s non-recurring charges for individual network elements comply with the requirements of § 252(d)(1) because those cost-based rates do not include any cost recovery for combining elements. For existing combinations of network elements, the Mi2A reflects the specific non-recurring charges ordered by the MPSC for an existing UNE-P and EELs (per Cases No. U-11831 and U-12320).

147. Unbundled Local Loops – Ameritech’s prices for 2-wire and 4-wire analog and digital loops are flat-rated charges⁹⁶ approved by the MPSC in Case No. U-11831 (See for example, Level 3 Communications Agreement and Tariff MPSC 20R, Part 19, Section 2, 8th Revised Sheet No. 7). The MPSC considered both forward-looking economic costs submitted by Ameritech that are consistent with the FCC’s pricing rules, as well as the comments of Staff and other parties in that proceeding. The Florence affidavit describes how Ameritech developed cost studies in support of UNEs, including loop costs.

⁹⁴ First Report and Order, Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Interconnection between Local Exchange Carriers and Commercial Radio Service Providers, 11 FCC 15499, 16220 (1996) (“Local Competition First Report & Order”).

⁹⁵ 47 C.F.R. § 51.507(f).

⁹⁶ 47 C.F.R. § 51.509(a).

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148. Unbundled DSL Capable Loops – Ameritech makes DSL-capable loops readily available at the prices approved in Case No. U-11831 (See for example, Level 3 Communications Agreement and Tariff M.P.S.C. 20R, Part 19, Section 2, 8th Revised Sheet No. 7). With regard to prices for unbundled xDSL loop conditioning, the MPSC required Ameritech to revise its cost studies to be consistent with its March 7, 2001 Order in Case No. U-12540. Ameritech filed the compliant cost studies with the MPSC on April 6, 2001. The resulting new rates are reflected in Ameritech’s tariff effective April 7, 2001 (Tariff M.P.S.C. 20R, Part 19, Section 2, 3rd Revised Sheet No. 8.1).

149. Unbundled Transport – Ameritech recovers its dedicated transport facilities costs through flat-rated charges, while the costs of shared transport facilities are recovered through usage sensitive charges, in accordance with 47 C.F.R. §§ 509(c) and (d). (See for example, Level 3 Communications Agreement, Appendix DSL and Tariff MPSC 20R, Part 19, Section 12). The Florence affidavit describes how Ameritech developed cost studies in support of the dedicated and shared transport facilities. As discussed above, the rates approved by the MPSC were set at levels equal to forward-looking economic costs plus a uniform allocation of joint and common costs. The rates for all the dedicated transport rate elements are based on costs approved by the MPSC in its August 31, 2000 Order in Case No. U-11831. The rates for all the shared transport rate elements are based on costs approved by the MPSC in its March 19, 2001 Order in Case No. U-12622.

150. Local/Tandem Switching – Ameritech prices its unbundled local switching through a combination of flat-rated charges and usage charges for the local switching element, both in accordance with 47 C.F.R. § 51.509(b). Examples of this pricing include; switch ports,

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which are priced at a monthly flat rate and have associated non-recurring charges; switch feature changes (i.e., to add or drop features), which have one-time non-recurring charges; local switch usage, which is set at per minute of use prices; and the daily usage feed which is set at a per message price. Ameritech prices its unbundled tandem switching through usage-sensitive charges in accordance with 47 C.F.R. § 51.509(e). The Florence affidavit describes how Ameritech developed its cost studies for switching, transiting, and compensation. Ultimately, however, in the MPSC's August 31, 2000 Order in Case No. U-11831, the MPSC adopted the per-minute costs for these elements submitted by AT&T. Additionally, the MPSC, in its November 16, 1999 order required modifications to be made to Ameritech's monthly recurring and non-recurring cost studies for other ULS elements such as switch ports.

151. Ameritech's pricing for unbundled local switching reflects that Ameritech does not collect access charges from the CLEC using unbundled local switching.

152. Ameritech's pricing for both physical and virtual collocation reflects that pricing required by the MPSC in Case No. U-11831 (See Collocation Tariff).

TRANSPORT AND TERMINATION – 252(d)(2)

153. The 1996 Act requires that charges for transport and termination of traffic provide for the recovery by each carrier of the costs it incurs for calls that originate on the other carrier's network and that such costs be based on the additional costs to terminate such calls.

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154. In 47 C.F.R. § 51.705, the FCC established pricing rules for transport and termination which require the state commission to determine rates based on forward-looking economic costs, default proxies, or a bill-and-keep arrangement. As discussed in the reciprocal compensation section of this affidavit, the MPSC, most recently established rates for transport and termination in its January 23, 2001 Order in Case U-12696 that apply to the rates contained in the agreements.⁹⁷ The MPSC found that the new reciprocal compensation bifurcated rates and underlying cost assumptions approved in Case U-12696 are consistent with the TELRIC costs. These intercompany terminating compensation rates are contained in Ameritech's End Office Integration Service tariff and in interconnection agreements entered into or modified after January 31, 2001 (Tariff M.P.S.C. No. 20R, Part 23, Section 2, 4th Revised Sheet No. 16).⁹⁸

RESALE – 252(d)(3)

155. The 1996 Act requires that wholesale rates be determined “on the basis of retail rates charged to subscribers for the telecommunications service requested, excluding the portion thereof attributable to any marketing, billing, collection, and other costs that will be avoided” in accordance with 47 U.S.C. § 252(d)(3). Federal regulations, as described in 47 C.F.R. § 51.609, were issued to amplify and elaborate on this pricing standard.⁹⁹

⁹⁷ Except for those existing agreements for which the substitution of U-12696 rates is still pending MPSC approval, other arrangements ordered by the MPSC, or agreements in which the parties have mutually agreed to other rates or rate structures..

⁹⁸ Bullseye Telecom Agreement, Second Amendment; MPSC approval pending.

⁹⁹ See also Second Louisiana Order, 13 FCC Rcd at 20777-78, ¶ 306.

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156. The MPSC established¹⁰⁰ a wholesale discount for telecommunications services offered at retail to customers who are not telecommunications carriers pursuant to § 252(d)(3) of the Act. The Florence affidavit describes the avoided cost calculation methods used by Ameritech, and approved by the MPSC, to establish avoided costs for the provision of resold telecommunications services. As the Florence affidavit explains, the MPSC used an avoided cost calculation method consistent with the FCC's pricing rules to establish the avoided cost discount. This uniform 18.15% discount is reflected in the pricing contained in Ameritech's resale tariff as well as in MPSC approved interconnection agreements (Tariff M.P.S.C. No. 20R, Part 22). As discussed in the Resale section of my affidavit, the discount also applies to promotional offerings for telecommunications services when promotions are offered for greater than 90 days.

157. As discussed in the Resale section of this affidavit, Ameritech's existing tariffed volume and term retail contracts and Individual Case Basis (ICB) contracts are available for resale as well, but at reduced avoided cost discounts.

¹⁰⁰ See MPSC Order in Case No. U-11831, Pages 21-22, issued November 16, 1999.

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CONCLUSION

158. As demonstrated in this affidavit, Ameritech satisfies the § 271 checklist items pertaining to (i) interconnection, (ii) access to network elements, (iv) local loop transmission, (v) local transport, (vi) local switching, (x) access to call related databases and associated signaling, (xiii) reciprocal compensation, and (xiv) resale.

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I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed on _____, 2001.

Scott J. Alexander
Director – Wholesale Marketing

STATE OF ILLINOIS

COUNTY OF COOK

Subscribed and sworn to before me this _____ day of _____, 2001.

Notary Public

**SUMMARY OF
AMERITECH’S EFFECTIVE TARIFFS AND
SELECTED APPROVED INTERCONNECTION AGREEMENTS¹**

CHECKLIST ITEM NUMBER AND RELATED PRODUCTS	M.P.S.C. TARIFF 20R (Part/Section)	LEVEL 3 COMMUNICATIONS	BULLSEYE TELECOM	OTHERS *
<p>(iv) UNBUNDLED LOCAL LOOPS</p> <ul style="list-style-type: none"> • Unbundled local loops • Sub-loops • Network interface device • Dark fiber loops • Line sharing • Loop conditioning 	<ul style="list-style-type: none"> • Part 19, Section 2 • Part 19, Section 16 • Part 19, Sections 2 and 16 • Part 19, Section 18 • Part 19, Section 2 • Part 19, Sections 2 and 16 	<ul style="list-style-type: none"> • Appendix UNE Appendix Michigan Pricing • Appendix DSL Appendix UNE Appendix Michigan Pricing • Appendix UNE Appendix Michigan Pricing • Appendix UNE Appendix Michigan Pricing • Appendix DSL Appendix Michigan Pricing • Appendix FCC Merger Conditions Appendix DSL Appendix Michigan Pricing 	<ul style="list-style-type: none"> • Appendix UNE Appendix Michigan Pricing • Appendix DSL Appendix UNE Appendix Michigan Pricing • Appendix UNE Appendix Michigan Pricing • Appendix UNE Appendix Michigan Pricing • Appendix DSL Appendix Michigan Pricing • Appendix FCC Merger Conditions Appendix DSL Appendix Michigan Pricing 	<ul style="list-style-type: none"> • Appendix UNE and/or Appendix UNE Remand Appendix Michigan Pricing • Appendix DSL Appendix UNE and/or Appendix UNE Remand Appendix Michigan Pricing • Appendix UNE and/or Appendix UNE Remand Appendix Michigan Pricing • Appendix UNE and/or Appendix UNE Remand Appendix Michigan Pricing • Appendix DSL Appendix Michigan Pricing • Appendix FCC Merger Conditions Appendix DSL Appendix Michigan Pricing

**SUMMARY OF
AMERITECH’S EFFECTIVE TARIFFS AND
SELECTED APPROVED INTERCONNECTION AGREEMENTS¹**

CHECKLIST ITEM NUMBER AND RELATED PRODUCTS	M.P.S.C. TARIFF 20R (Part/Section)	LEVEL 3 COMMUNICATIONS	BULLSEYE TELECOM	OTHERS *
<p>(v) UNBUNDLED LOCAL TRANSPORT</p> <ul style="list-style-type: none"> • Unbundled local switching with shared transport • Interoffice transmission facility • Interoffice dark fiber 	<ul style="list-style-type: none"> • Part 19, Section 21 • Part 19, Section 12 • Part 19, Section 18 	<ul style="list-style-type: none"> • Appendix UNE Appendix FCC Merger Conditions Appendix Michigan Pricing • Appendix UNE Appendix Michigan Pricing • Appendix UNE Appendix Michigan Pricing 	<ul style="list-style-type: none"> • Appendix UNE Appendix FCC Merger Conditions Appendix Michigan Pricing Mi2A Amendment • Appendix UNE Appendix Michigan Pricing • Appendix UNE Appendix Michigan Pricing 	<ul style="list-style-type: none"> • Appendix UNE Appendix FCC Merger Conditions Appendix Michigan Pricing • Appendix UNE Appendix Michigan Pricing • Appendix UNE and/or Appendix UNE Remand Appendix Michigan Pricing
<p>(vi) UNBUNDLED LOCAL SWITCHING</p> <ul style="list-style-type: none"> • Unbundled local switching 	<ul style="list-style-type: none"> • Part 19, Section 3 	<ul style="list-style-type: none"> • Appendix UNE Appendix Michigan Pricing 	<ul style="list-style-type: none"> • Appendix UNE Appendix Michigan Pricing 	<ul style="list-style-type: none"> • Appendix UNE and/or Appendix UNE Remand Appendix Michigan Pricing
<p>(vii) ACCESS TO 911, E911, DA, OPR CALL COMPLETION SERVICES</p> <ul style="list-style-type: none"> • 911 and E911 services • Directory assistance • Operator services 	<ul style="list-style-type: none"> • Part 23, Section 3 • Part 19, Section 7 • Part 19, Section 8 	<ul style="list-style-type: none"> • Appendix 911 • Appendices DA, Direct, and DAL Appendix Michigan Pricing • Appendices OS, and INW Appendix Michigan Pricing 	<ul style="list-style-type: none"> • Appendix 911 • Appendices DA, Direct, and DAL Appendix Michigan Pricing • Appendices OS, and INW Appendix Michigan Pricing 	<ul style="list-style-type: none"> • Appendix 911 • Appendices DA, Direct, and DAL Appendix Michigan Pricing • Appendices OS, and INW Appendix Michigan Pricing

**SUMMARY OF
AMERITECH’S EFFECTIVE TARIFFS AND
SELECTED APPROVED INTERCONNECTION AGREEMENTS¹**

CHECKLIST ITEM NUMBER AND RELATED PRODUCTS	M.P.S.C. TARIFF 20R (Part/Section)	LEVEL 3 COMMUNICATIONS	BULLSEYE TELECOM	OTHERS *
<p>(viii) WHITE PAGE DIRECTORY LISTINGS</p> <ul style="list-style-type: none"> White page directory listings 		<ul style="list-style-type: none"> Appendix WP Appendix Michigan Pricing 	<ul style="list-style-type: none"> Appendix WP Appendix Michigan Pricing 	<ul style="list-style-type: none"> Appendix WP Appendix Michigan Pricing
<p>(ix) NUMBER ADMINISTRATION</p> <ul style="list-style-type: none"> Numbering 	<ul style="list-style-type: none"> Part 23, Section 2, Sheet 5 	<ul style="list-style-type: none"> Appendix Numbering 	<ul style="list-style-type: none"> Appendix Numbering 	<ul style="list-style-type: none"> Appendix Numbering
<p>(x) DATABASES AND ASSOCIATED SIGNALING</p> <ul style="list-style-type: none"> Call related databases Signaling networks 	<ul style="list-style-type: none"> Part 19, Sections 10 – (800) Part 19, Section 11- (LIDB) Part 19 Section 13 – (AIN) Part 19, Section 17 – (CNAM) Part 19, Section 9 – (SS7) 	<ul style="list-style-type: none"> Appendices 800 Database, 911, Line Information Database-Administration, and Line Information Service Appendix Michigan Pricing General terms and conditions § 45.7.2 Appendix SS7 Appendix Michigan Pricing 	<ul style="list-style-type: none"> Appendices 800 Database, 911, Line Information Database-Administration, and Line Information Service Appendix Michigan Pricing General terms and conditions § 45.7.2 Appendix SS7 Appendix Michigan Pricing 	<ul style="list-style-type: none"> Appendices 800 Database, 911, Line Information Database-Administration, and Line Information Service Appendix Michigan Pricing General terms and conditions § 45.7.2 Appendix SS7 Appendix Michigan Pricing
<p>(xi) NUMBER PORTABILITY</p> <ul style="list-style-type: none"> Number portability 	<ul style="list-style-type: none"> Part 19, Section 6 	<ul style="list-style-type: none"> Appendix NP 	<ul style="list-style-type: none"> Appendix NP 	<ul style="list-style-type: none"> Appendix NP

**SUMMARY OF
AMERITECH’S EFFECTIVE TARIFFS AND
SELECTED APPROVED INTERCONNECTION AGREEMENTS¹**

CHECKLIST ITEM NUMBER AND RELATED PRODUCTS	M.P.S.C. TARIFF 20R (Part/Section)	LEVEL 3 COMMUNICATIONS	BULLSEYE TELECOM	OTHERS *
(xii) LOCAL DIALING PARITY <ul style="list-style-type: none"> Dialing parity 		<ul style="list-style-type: none"> General terms and conditions § 45.4 	<ul style="list-style-type: none"> General terms and conditions § 45.4 	<ul style="list-style-type: none"> General terms and conditions § 45.4
(xiii) RECIPROCAL COMPENSATION <ul style="list-style-type: none"> Reciprocal compensation Transit traffic 	<ul style="list-style-type: none"> Part 23, Section 2 Part 19, Section 21-ULS-ST Part 23, Section 2 – Reciprocal Compensation 	<ul style="list-style-type: none"> Appendix Reciprocal compensation Appendix Michigan Pricing Appendix Reciprocal compensation Appendix ITR Appendix Michigan Pricing 	<ul style="list-style-type: none"> Appendix Reciprocal compensation Appendix Michigan Pricing Appendix Reciprocal compensation Appendix ITR Appendix Michigan Pricing 	<ul style="list-style-type: none"> Appendix Reciprocal compensation Appendix Michigan Pricing Appendix Reciprocal compensation Appendix ITR Appendix Michigan Pricing
(xiv) RESALE <ul style="list-style-type: none"> Resale 	<ul style="list-style-type: none"> Part 22 	<ul style="list-style-type: none"> Appendix Resale Appendix Michigan Pricing 	<ul style="list-style-type: none"> Appendix Resale Appendix Michigan Pricing 	<ul style="list-style-type: none"> Appendix Resale Appendix Michigan Pricing

*This group of selected other interconnection agreements includes:

- | | |
|--|--|
| • American Fiber Network, Inc. | Michigan’s Utility & Company Payment Systems |
| • NationNet Communications Corporation | 1-800-Reconex, Inc. (approval pending) |
| • FairPoint Communications Solutions Corp. | Navigator Telecommunications, LLC |
| • PaeTec Communications, Inc. | TOTALink of Michigan, Inc. |
| • MGC Communications, Inc. | New Edge Network, Inc. |
| • NOW Communications | Maxcess, Inc. |

These agreements are generally representative of the Generic Interconnection Agreement (GIA). To view or download a copy of the GIA go to: <https://clec.sbc.com/unrestr/interconnect/multi/index.cfm>

¹ This Summary reflects only selected interconnection agreements. A complete listing of interconnection agreements can be found at: http://www1.ameritech.com/corporate/regulatory/interconnect_page.html

Comparison of Ameritech Mi2A Key Provisions with Texas T2A (Combinations of Network Elements)

Topic	Mi2A Provision	T2A Provision
Combinations for Business Customers	<p>2.2.5.1 If the FCC or the Commission determines after this Amendment is executed by the Parties or has determined before this Amendment is executed by the Parties that a certain network element need not be provided under Section 251(c)(3) of the FTA, either statewide or in a particular location or locations, Ameritech may set the price of such network element(s) at a market level for the applicable areas. Ameritech will provide 60 days' notice (in accordance with the Notice provision in the General Terms and Conditions of this Agreement) to CLEC that the FCC or the Commission has made such a determination. Ameritech will include in the notice the specifics of any pricing changes and the implementation dates for the pricing changes applicable to CLEC. Existing nonrecurring prices will apply to any UNEs for which orders are received prior to midnight on the day preceding the date specified for the pricing change. Application of the market level nonrecurring prices will apply beginning at 12:01 a.m. on the date specified for implementation. Application of the market level recurring charges will apply beginning at 12:01 a.m. on the date specified for implementation without regard to the time or date the orders were received by Ameritech. A market price set by Ameritech pursuant to this paragraph will not be subject to review, approval or disapproval by the Commission.</p>	<p>14.3.1 If the FCC or the Texas Public Utility Commission determines after this Agreement is executed by the Parties or has determined before this Agreement is executed by the Parties that a certain network element need not be provided under Section 251(c)(3) of the FTA, either statewide or in a particular location or locations, SWBT may set the price of such network element(s) at a market level for the applicable areas. SWBT will provide 60 days notice (in accordance with the Notice provision in the General Terms and Conditions of this Agreement) to CLEC that the FCC or the Texas Public Utility Commission has made such a determination. SWBT will include in the notice the specifics of any pricing changes and the implementation dates for the pricing changes applicable to CLEC. Existing nonrecurring prices will apply to any UNEs for which orders are received prior to midnight on the day preceding the date specified for the pricing change. Application of the market level nonrecurring prices will apply beginning at 12:01 a.m. on the date specified for implementation. Application of the market level recurring charges will apply beginning at 12:01 a.m. on the date specified for implementation without regard to the time or date the orders were received by SWBT. A market price set by SWBT pursuant to this paragraph will not be subject to review, approval or disapproval by the TPUC.</p>
Combinations for Business Customers	<p>2.2.5.2 If the FCC or a court modifies or has modified the TELRIC methodology applicable to unbundled network elements, Ameritech and CLEC may renegotiate the applicable prices for unbundled network elements provided pursuant to Section 251(c)(3) of Title 47, United States Code. If the Parties are unable to reach agreement on applicable prices within 135 days of the request by either Party for such negotiations, either Party may submit remaining disputes to the Commission for arbitration. The scope of renegotiation and arbitration of prices under this section will be limited to the scope of the FCC or court modification of the TELRIC methodology to the extent that such methodology was relied upon in setting the unbundled network element rates in this Amendment, and further limited to the impact that the modification of the TELRIC methodology would</p>	<p>14.3.2 If the FCC or a court modifies (after this Agreement is executed by the Parties) the TELRIC methodology applicable to unbundled network elements, SWBT and CLEC may renegotiate the applicable prices for unbundled network elements provided pursuant to Section 251(c)(3) of Title 47, United States Code. If the Parties are unable to reach agreement on applicable prices within 135 days of the request by either Party for such negotiations, either Party may submit remaining disputes to the Texas Commission for arbitration. The scope of renegotiation and arbitration of prices under this section will be limited to the scope of the FCC or court modification of the TELRIC methodology to the extent that such methodology was relied upon in setting the unbundled network element rates in this Agreement, and further limited to the impact that the modification of the</p>

Comparison of Ameritech Mi2A Key Provisions with Texas T2A (Combinations of Network Elements)

Topic	Mi2A Provision	T2A Provision
	<p>have had if it had been in effect at the time the UNE prices applicable to this Amendment were established. Pending the establishment of any modified prices by Commission arbitration award or Commission approval of negotiated modifications, the prices set forth in this Amendment will apply, but will be subject to true-up back to the end of the two year period described above in 2.2.5 at the request of either party and subject to the approval of the Commission.</p>	<p>TELRIC methodology would have had if it had been in effect at the time the UNE prices in Appendix Pricing UNE – Schedule of Prices were established. Pending the establishment of any modified prices by Commission arbitration award or Commission approval of negotiated modifications, the prices set forth in Appendix Pricing UNE -- Schedule of Prices will apply.</p>
<p>Secured Frame Option—Business Customers</p>	<p>2.2.5.3 In those Ameritech central offices where there are four (4) or more CLECs collocated for which Ameritech has provided UNEs, Ameritech may elect to not combine UNEs that are not already combined in that central office, <i>i.e.</i>, “new” combinations as defined in section 2.2.1.1. In that event, Ameritech will request that CLEC provide a one (1) year forecast of its expected demand for UNEs in that central office that CLEC will combine outside of its existing or planned collocation arrangements. Within sixty (60) days of receipt of CLEC's forecast, Ameritech will construct a secured frame room in the central office or, if space is not available, external cross connect cabinet until space becomes available in the central office at no additional cost to CLEC where CLEC may combine UNEs. If CLEC submits such a forecast, Ameritech will continue to combine UNEs until the secured frame room or external cross connect cabinet is made available to CLEC. However, if at any time after a secured frame room or external cross connect cabinet is made available, Ameritech is unable to meet CLEC's forecasted demand for UNEs to be combined through use of these arrangements due to a lack of capacity, Ameritech will resume combining UNEs for CLEC on new combination orders until capacity can be provided. If CLEC fails to submit such a forecast, Ameritech will no longer combine UNEs that are not already combined. CLEC can access the secured frame or the external cross-connect cabinet without having to collocate.</p>	<p>14.3.3 In those SWBT central offices where there are four (4) or more CLECs collocated for which SWBT has provided UNEs, SWBT may elect to not combine UNEs that are not already combined in that central office, <i>i.e.</i>, “new” combinations as defined in section 14.2. In that event, SWBT will request that CLEC provide a one (1) year forecast of its expected demand for UNEs in that central office which CLEC will combine outside of its existing or planned collocation arrangements. Within sixty (60) days of receipt of CLEC's forecast, SWBT will construct a secured frame room in the central office or, if space is not available, external cross connect cabinet until space becomes available in the central office at no additional cost to CLEC where CLEC may combine UNEs. If CLEC submits such a forecast, SWBT will continue to combine UNEs until the secured frame room or external cross connect cabinet is made available to CLEC. However, if at any time after a secured frame room or external cross connect cabinet is made available, SWBT is unable to meet CLEC's forecasted demand for UNEs to be combined through use of these arrangements due to a lack of capacity, SWBT will resume combining UNEs for CLEC on new combination orders until capacity can be provided. If CLEC fails to submit such a forecast, SWBT will no longer combine UNEs that are not already combined. CLEC can access the secured frame or the external cross-connect cabinet without having to collocate.</p>
<p>Secured Frame Option—Business Customers</p>	<p>2.2.5.3.1 When a CLEC orders elements for combining at the secured frame or cabinet, Ameritech will cross-connect those elements to the frame or cabinet at no additional charge to the CLEC, beyond the recurring and non-recurring charges provided for the elements</p>	<p>14.3.3.1 When a CLEC orders elements for combining at the secured frame or cabinet, SWBT will cross-connect those elements to the frame or cabinet at no additional charge to the CLEC, beyond the recurring and non-recurring charges provided for the elements</p>

Comparison of Ameritech Mi2A Key Provisions with Texas T2A (Combinations of Network Elements)

Topic	Mi2A Provision	T2A Provision
Secured Frame Option—Business Customers	themselves under this Amendment (<i>e.g.</i> , for a loop and port combination, Ameritech will cross-connect the loop and the port to the secured frame or cabinet, and the CLEC will pay applicable recurring and non-recurring charges for the loop and the port, but there is no charge for use of the frame or cabinet and no charge for a cross connect from loop to frame/cabinet or from port to frame/cabinet).	themselves under this agreement (<i>e.g.</i> , for a loop and port combination, SWBT will cross-connect the loop and the port to the secured frame or cabinet, and the CLEC will pay applicable recurring and non-recurring charges for the loop and the port, but there is no charge for use of the frame or cabinet and no charge for a cross connect from loop to frame/cabinet or from port to frame/cabinet). SWBT may not collect a Central Office Access Charge when CLEC combines elements at the frame or cabinet under this section.
UNE Combinations	2.2.5.4 Ameritech may not substitute the above described methods of combining UNEs for its own continued performance of such connections at cost based rates if the FCC or reviewing court has determined that the ILECs have an obligation to perform such connections.	14.3.4 SWBT may not substitute the above described methods of combining UNEs for its own continued performance of such connections at cost based rates if the FCC or reviewing court has determined that the ILECs have an obligation to perform such connections.
UNE Combinations for Residential Customers	2.2.6.1 If the FCC or the Commission determines that a certain network element need not be provided under Section 251(c)(3) of the FTA, either statewide or in a particular location or locations, Ameritech may set the price of such network element(s) at a market level for the applicable areas. To the extent that the FCC or Commission determination eliminates the obligation to supply an element at TELRIC rates as part of a platform of unbundled network elements, <i>i.e.</i> , a combination of elements sufficient to permit a CLEC to deliver end-to-end service to an end user customer without using CLEC equipment or facilities (other than operator services and directory assistance service that the CLEC may supply via customized routing), then, in pricing the unbundled network element platform under this provision, Ameritech shall not increase the total price of the platform by more than twenty (20) percent each year.	14.4.1 If the FCC or the Commission determines that a certain network element need not be provided under Section 251(c)(3) of the FTA, either statewide or in a particular location or locations, SWBT may set the price of such network element(s) at a market level for the applicable areas. To the extent that the FCC or Commission determination eliminates the obligation to supply an element at TELRIC rates as part of a platform of unbundled network elements, <i>i.e.</i> , a combination of elements sufficient to permit a CLEC to deliver end-to-end service to an end user customer without using CLEC equipment or facilities (other than operator services and directory assistance service that the CLEC may supply via customized routing), then, in pricing the unbundled network element platform under this provision, SWBT shall not increase the total price of the platform by more than twenty (20) percent each year.
UNE Combinations for Residential Customers	2.2.6.2 If the FCC or a court modifies or has modified the TELRIC methodology applicable to unbundled network elements, Ameritech and CLEC may renegotiate the applicable prices for unbundled network elements provided pursuant to Section 251(c)(3) of Title 47, United States Code. If the Parties are unable to reach agreement on applicable prices within 135 days of	14.4.2 If the FCC or a court modifies (after this Agreement is executed by the Parties) the TELRIC methodology applicable to unbundled network elements, SWBT and CLEC may renegotiate the applicable prices for unbundled network elements provided pursuant to Section 251(c)(3) of Title 47, United States Code. If the Parties are unable to reach agreement on applicable prices

Comparison of Ameritech Mi2A Key Provisions with Texas T2A (Combinations of Network Elements)

Topic	Mi2A Provision	T2A Provision
UNE Combinations for Residential Customers	<p>the request by either Party for such negotiations, either Party may submit remaining disputes to the Commission for arbitration. The scope of renegotiation and arbitration of prices under this section will be limited to the scope of the FCC or court modification of the TELRIC methodology to the extent that such methodology was relied upon in setting the unbundled network element rates in this Amendment, and further limited to the impact that the modification of the TELRIC methodology would have had if it had been in effect at the time the UNE prices applicable to this Amendment were established. Pending the establishment of any modified prices by Commission arbitration award or Commission approval of negotiated modifications, the prices set forth in this Amendment will apply but will be subject to true-up back to the end of the three year period described in 2.2.6 above at the request of either party and subject to the approval of the Commission.</p>	<p>within 135 days of the request by either Party for such negotiations, either Party may submit remaining disputes to the Texas Commission for arbitration. The scope of renegotiation and arbitration of prices under this section will be limited to the scope of the FCC or court modification of the TELRIC methodology to the extent that such methodology was relied upon in setting the unbundled network element rates in this Agreement, and further limited to the impact that the modification of the TELRIC methodology would have had if it had been in effect at the time the UNE prices in Appendix Pricing UNE – Schedule of Prices were established. Pending the establishment of any modified prices by Commission arbitration award or Commission approval of negotiated modifications, the prices set forth in Appendix Pricing UNE -- Schedule of Prices will apply.</p>
EEL	<p>2.3.1 Ameritech will combine unbundled loops with unbundled dedicated transport as described herein to provide enhanced extended loop at the recurring and nonrecurring charges applicable to each UNE requested above, with applicable recurring and nonrecurring charges for cross connects, multiplexing and other options, as available, and applicable Service Order Charges. Ameritech will cross-connect unbundled 2 or 4-wire analog or 2-wire digital loops to unbundled DS1, or DS3 dedicated transport facilities for CLEC's provision of circuit switched or packet switched telephone exchange service to CLEC's own end user customers. Ameritech will also cross-connect unbundled 4-wire digital loops (DS1 loops) to unbundled DS1, or DS3 dedicated transport facilities for CLEC's provision of circuit switched telephone exchange service to CLEC's own end user customers.</p>	<p>14.7.1 SWBT will combine unbundled loops with unbundled dedicated transport as described herein to provide enhanced extended loop at the recurring and nonrecurring charges applicable to each UNE requested above, with applicable recurring and nonrecurring charges for cross connects, the Central Office Access Charge where applicable and applicable Service Order Charge. SWBT will cross-connect unbundled 2 or 4-wire analog or 2-wire digital loops to unbundled voice grade/DS0, DS1, or DS3 dedicated transport facilities (DS0 dedicated transport is only available between SWBT central offices) for CLEC's provision of circuit switched or packet switched telephone exchange service to CLEC's own end user customers. SWBT will also cross-connect unbundled 4-wire digital loops to unbundled DS1, or DS3 dedicated transport facilities for CLEC's provision of circuit switched telephone exchange service to CLEC's own end user customers.</p>

Comparison of Ameritech Mi2A Key Provisions with Texas T2A (Combinations of Network Elements)

Topic	Mi2A Provision	T2A Provision
EEL	<p>2.3.2 The unbundled dedicated transport facility will extend from CLEC customer's Ameritech serving wire center to CLEC's collocation cage in a different Ameritech central office in the same LATA. CLECs must order the dedicated transport facility, with any necessary multiplexing, from CLEC's collocation cage to the wire center serving CLEC's end user customer. CLEC will order each loop as needed and provide Ameritech with the Channel Facility Assignment (CFA) to the dedicated transport. For the loop UNE, the dedicated transport UNE, the cross-connects needed to combine the two, as well as any necessary multiplexing, ordering and provisioning will be pursuant to the ordering and provisioning terms and conditions for UNEs as set out in the Agreement. For the loop UNE, the dedicated transport UNE, the cross-connects needed to combine the two, as well as any necessary multiplexing, maintenance will be pursuant to the maintenance terms and conditions for UNEs as set out in the Agreement.</p>	<p>14.7.2 The dedicated transport facility will extend from CLEC customer's SWBT serving wire center to either CLEC's collocation cage in a different SWBT central office (in which case, no dedicated transport entrance facility is necessary) or to CLEC's point of access through a dedicated transport entrance facility. CLECs must order the dedicated transport facility, with any necessary multiplexing, from CLEC's collocation cage or CLEC's switch location to the wire center serving CLEC's end user customer. CLEC will order each loop as needed and provide SWBT with the Channel Facility Assignment (CFA) to the dedicated transport. For the loop UNE, the dedicated transport UNE, the cross-connects needed to combine the two, as well as any necessary multiplexing, ordering and provisioning will be pursuant to the ordering and provisioning terms and conditions for UNEs as set out in Attachment 7 of this Agreement. For the loop UNE, the dedicated transport UNE, the cross-connects needed to combine the two, as well as any necessary multiplexing, maintenance will be pursuant to the maintenance terms and conditions for UNEs as set out in Attachment 8 of this Agreement. SWBT will implement electronic ordering of EELs as specified in Attachment 7, Section 1.4.</p>

Comparison of Ameritech Mi2A Key Provisions with Texas T2A (Combinations of Network Elements)

Topic	Mi2A Provision	T2A Provision
Secured Frame Option—EEL	<p>2.3.3 Alternatively, CLEC may cross-connect unbundled loops with the unbundled dedicated transport facilities in its physical collocation space utilizing its own equipment or through the secured frame room in the central office, or if space is not available, in an external cross-connect cabinet until space becomes available in the central office. The restrictions on loop and transport facility type, and on CLEC services to be provided over the extended loop, that are contained in Section 2.3.1 and 2.3.5 regarding Ameritech-combined EELs do not apply to the combinations assembled by CLECs under this subsection 2.3.3. CLEC can access the secured frame or the external cross connect cabinet without having to collocate. If CLEC elects the secured frame or cabinet option, CLEC will provide a rolling 12 month forecast, updated every six (6) months, of its expected demand for unbundled loops to be connected with the unbundled dedicated transport facilities in each central office in which CLEC will combine outside of its existing or planned collocation arrangements. Within sixty (60) days' of receipt of CLEC's forecast for a given central office, Ameritech will construct, at cost to CLEC, a secured frame room in the central office, or, if space is not available, external cross connect cabinet until space becomes available in the central office, where CLEC may combine unbundled loops with the unbundled dedicated transport facilities. There will be an additional charge to the CLEC for Ameritech extending loop and transport elements to the secured frame or cabinet. If CLEC submits such a forecast, Ameritech will temporarily combine unbundled loops with the unbundled dedicated transport facilities until the secured frame room or external cross connect cabinet is made available to CLEC. When the secured frame room or external cross connect cabinet is made available, CLEC will, within ninety (90) days after providing a forecast for a particular central office or thirty (30) days after receiving appropriate terminal assignment information to place connections on the secured frame, whichever is later, replace the temporary connections made by Ameritech, effectively half-tapping the existing temporary connections so that the temporary connection can be removed without interrupting the end user's service. When notified by CLEC that its connections are</p>	<p>14.7.3 Alternatively, CLEC may cross-connect unbundled loops with the unbundled dedicated transport facilities in its physical collocation space utilizing its own equipment or through the secured frame room in the central office, or if space is not available, in an external cross-connect cabinet until space becomes available in the central office. The restrictions on loop and transport facility type, and on CLEC services to be provided over the extended loop, that are contained in Section 14.7.1 regarding SWBT-combined EELs do not apply to the combinations assembled by CLECs under this subsection 14.7.3. CLEC can access the secured frame or the external cross connect cabinet without having to collocate. If CLEC elects the secured frame or cabinet option, CLEC will provide a rolling 12 month forecast, updated every six (6) months, of its expected demand for unbundled loops to be connected with the unbundled dedicated transport facilities in each central office in which CLEC will combine outside of its existing or planned collocation arrangements. Within sixty (60) days of receipt of CLEC's forecast for a given central office, SWBT will construct, at no additional cost to CLEC, a secured frame room in the central office, or, if space is not available, external cross connect cabinet until space becomes available in the central office, where CLEC may combine unbundled loops with the unbundled dedicated transport facilities. There will be no additional charge to the CLEC for SWBT extending loop and transport elements to the secured frame or cabinet. If CLEC submits such a forecast, SWBT will temporarily combine unbundled loops with the unbundled dedicated transport facilities until the secured frame room or external cross connect cabinet is made available to CLEC. When the secured frame room or external cross connect cabinet is made available, CLEC will, within ninety (90) days after providing a forecast for a particular central office or thirty (30) days after receiving appropriate terminal assignment information to place connections on the secured frame, whichever is later, replace the temporary connections made by SWBT, effectively half-tapping the existing temporary connections so that the temporary connection can be removed without interrupting the end user's service. When notified by CLEC that its connections are complete within the</p>

Comparison of Ameritech Mi2A Key Provisions with Texas T2A (Combinations of Network Elements)

Topic	Mi2A Provision	T2A Provision
Secured Frame Option—EEL	<p>complete within the period described above, Ameritech will remove its temporary connections. If CLEC fails to notify Ameritech that it has placed its connections on the secured frame during that period, Ameritech will charge CLEC the applicable special access recurring and nonrecurring rates, in lieu of the UNE rates. Such special access charges shall be retroactive to the date Ameritech began combining the UNEs for CLEC pursuant to this paragraph. If at any time after a secured frame room or external cross connect cabinet is made available, Ameritech is unable to meet CLEC's forecasted demand for use of these arrangements due to a lack of capacity, Ameritech will again temporarily combine unbundled loops with the unbundled dedicated transport facilities as an interim arrangement for CLEC until capacity can be provided. When capacity is made available, temporary connections performed by Ameritech will be removed as described above. If a CLEC is located at an external cross connect cabinet because Ameritech ran out of space in a central office, once there is additional space available in the central office, and a CLEC requests to move to the secured frame room, there will be no charge to the CLEC for moving. Such move shall be coordinated to minimize service disruption to the customer.</p> <p>Ameritech will not disclose the forecasts provided for in this section to any persons other than Ameritech employees responsible for provisioning extended loops under the secured frame and cabinet options. Any other disclosure, and any use by Ameritech of these forecasts for marketing or business strategic purposes, is prohibited.</p>	<p>period described above, SWBT will remove its temporary connections. If CLEC fails to notify SWBT that it has placed its connections on the secured frame during that period, SWBT will charge CLEC the applicable special access recurring and nonrecurring rates, in lieu of the UNE rates. Such special access charges shall be retroactive to the date SWBT began combining the UNEs for CLEC pursuant to this paragraph. If at any time after a secured frame room or external cross connect cabinet is made available, SWBT is unable to meet CLEC's forecasted demand for use of these arrangements due to a lack of capacity, SWBT will again temporarily combine unbundled loops with the unbundled dedicated transport facilities as an interim arrangement for CLEC until capacity can be provided. When capacity is made available, temporary connections performed by SWBT will be removed as described above. If a CLEC is located at an external cross connect cabinet because SWBT ran out of space in a central office, once there is additional space available in the central office, and a CLEC requests to move to the secured frame room, there will be no charge to the CLEC for moving. Such move shall be coordinated to minimize service disruption to the customer.</p> <p>If CLEC submits forecasts pursuant to this section, and fails to meet fifty percent (50%) of its submitted forecast for any central office for twelve consecutive months, CLEC will pay SWBT the reasonable costs for those twelve months associated with the unused capacity of the secured frame for that office, <i>i.e.</i>, the capacity that would have been used if CLEC had achieved 50% of its forecast and which was not in fact used by other carriers.</p> <p>SWBT will not disclose the forecasts provided for in this section to any persons other than SWBT employees responsible for provisioning extended loops under the secured frame and cabinet options. Any other disclosure, and any use by SWBT of these forecasts for marketing or business strategic purposes, is prohibited.</p>

Comparison of Ameritech Mi2A Key Provisions with Texas T2A (Combinations of Network Elements)

Topic	Mi2A Provision	T2A Provision
EEL	<p>2.3.3.1 Ameritech and CLECs shall jointly establish, within 30 days from the approval of this Amendment, a detailed procedure for combining 4 wire digital loops (e.g., DS1 loops) to dedicated transport facilities (e.g., DS3 transport) where CLECs are required to combine. In the event the parties are unable to reach agreement, the Commission shall establish the procedure within sixty days.</p>	<p>14.7.3.1 SWBT and CLECs shall jointly establish, within 30 days from the approval of this Agreement, a detailed procedure for combining 4 wire digital loops (e.g., DS1 loops) to dedicated transport facilities (e.g., DS3 transport) where CLECs are required to combine. In the event the parties are unable to reach agreement, the Commission shall establish the procedure within sixty days.</p>
EEL	<p>2.3.4 If CLEC orders a combination of unbundled loops and transport that meet the definition of enhanced extended loop in this Amendment that are already connected at the time of the CLEC order (e.g., the elements are in an existing equivalent configuration), Ameritech will supply that combination to CLEC as a "pre-existing combination," without separating and recombining the elements, pursuant to Section 2.2.5 and other applicable provisions of this Amendment, including subsection 2.3.5 below. For the reconfiguration of qualifying special access arrangements to combined UNEs, Ameritech will apply the recurring and nonrecurring charges applicable to each UNE requested along with the appropriate Service Order Charge consistent with the terms and conditions in M.P.S.C. No. 20R, Part 19, Section 19, Reconfiguration of Special Access to UNE Combinations.</p>	<p>14.7.4 If CLEC orders a combination of unbundled loops and transport that meet the definition of enhanced extended link in this Agreement that are already connected at the time of the CLEC order (e.g., the elements are in an existing equivalent configuration), SWBT will supply that combination to CLEC as a "pre-existing combination," without separating and recombining the elements, pursuant to Section 14.3 and other applicable provisions of this Agreement. For preexisting combined UNEs, SWBT will not apply a Central Office Access Charge but will apply the recurring and nonrecurring charges applicable to each UNE requested along with the appropriate Service Order Charge.</p>
UNE-P	<p>2.2.1.1 Ameritech will, except as provided elsewhere in this Section 2.2, provide combinations of network elements to CLEC consistent with Ameritech's obligations in this Amendment at the applicable charges set forth in this Amendment and Pricing Appendix-Combinations. For preexisting or already assembled Combinations, where no work is required by Ameritech in order to establish connections between the requested elements at the central office, an outside plant location, or the customer premises, Ameritech will apply the non-recurring and recurring charges applicable to the elements included in the combination, and the applicable service order charges as specified in the attached Pricing Appendix-Combinations. Such combinations may be referred to elsewhere in this Amendment as "pre-existing" or "already assembled" Combinations and include all orders</p>	<p>14.2 SWBT will, except as provided elsewhere in Section 14, provide combinations of network elements to CLEC consistent with SWBT's obligations in this Agreement at the applicable charges set forth in this Agreement. For preexisting combined elements, where no manual work is required by SWBT in order to establish connections between the requested elements at the central office, an outside plant location, or the customer premises, SWBT will not apply a Central Office Access Charge but will apply all other recurring and nonrecurring charges applicable to the elements included in the combination, and the electronic service order charge. The pre-existing combined elements referred to in the preceding sentence include all orders included within the definition of "Contiguous Network Interconnection of Network Elements" in Attachment 7, sections 6.12 and 6.12.1. For new</p>

Comparison of Ameritech Mi2A Key Provisions with Texas T2A (Combinations of Network Elements)

Topic	Mi2A Provision	T2A Provision
UNE-P	<p>included within the definition of "Contiguous Interconnection of Network Elements" in sections 2.2.1.2 and 2.2.1.3, below.</p> <p>For new assemblies of UNE combinations that are not within the above-referenced definition of "Contiguous Interconnection of Network Elements" and that require manual work by Ameritech in order to establish connections between the requested elements at the central office, an outside plant location, or the customer premises, the applicable recurring and nonrecurring charges and service order charges will apply as specified in the Pricing Appendix-Combinations. Such combinations may be referred to elsewhere in this Agreement as "new" or "newly assembled" combinations. There are three New UNE-P combinations offered under this Amendment. CLECs may request that Ameritech combine the following unbundled loop and port combinations in conjunction with shared transport for the New UNE-P:</p> <ul style="list-style-type: none"> -2-Wire Basic Analog Loop combined with Basic Line Port -2-Wire 160 kbps (ISDN-BRI) Digital Loop combined with ISDN Direct Port -4-Wire Digital Loop combined with Digital Trunk Port. 	<p>UNE combinations that are not within the above-referenced definition of "Contiguous Network Interconnection of Network Elements" and that require manual work by SWBT in order to establish connections between the requested elements at the central office, an outside plant location, or the customer premises, the applicable recurring and nonrecurring charges will apply, together with the Central Office Access Charge. Such combinations may be referred to elsewhere in this Agreement as "new" combinations.</p>
UNE-P	<p>2.2.1.2 When CLEC orders Unbundled Network Elements or Combinations that are pre-existing or already assembled, interconnected or functional, such Elements and Combinations will remain interconnected or functional without any disconnection and without loss of feature capability and without loss of associated Ancillary Functions, if applicable. These will be known as Contiguous Interconnection of Network Elements. The charge for such pre-existing Combination shall be the sum of the recurring charges applicable to the elements included in the Combination, and the applicable service order charges as specified in this Amendment and the Pricing Appendix-Combinations.</p>	<p>6.12 When CLEC orders Elements or Combinations that are currently interconnected and functional, such Elements and Combinations will remain interconnected and functional without any disconnection and without loss of feature capability and without loss of associated Ancillary Functions. This will be known as Contiguous Interconnection of Network Elements. There will be no charge for such interconnection, other than the recurring and nonrecurring charges applicable to the elements included in the combination, and the electronic service order charge as specified in Attachment 6, Section 14.2. SWBT agrees to interpret this provision in conformance with the Commission's decision in Premiere Network Services, Inc. proceeding, PUC Docket No. 19879. SWBT reserves its right to appeal the Premiere order but will comply with it absent a stay or reversal.</p>

Comparison of Ameritech Mi2A Key Provisions with Texas T2A (Combinations of Network Elements)

Topic	Mi2A Provision	T2A Provision
UNE-P	<p>2.2.1.3 “Contiguous Interconnection of Network Elements” includes, without limitation, the situation when CLEC orders all the Ameritech Unbundled Network Elements required either (1) to convert an Ameritech end-user customer, another CLEC pre-existing UNE-P end-user customer, or a CLEC resale end-user customer to a pre-existing UNE-P, or (2) to activate a pre-existing combination of Unbundled Network Elements to provision a UNE-P for such requesting CLEC (a) without any change in features or functionality that was being provided by Ameritech (or by CLEC on a resale basis) at the time of the order, or (b) with only the change needed to route the customer’s operator service and directory assistance (“OS/DA”) calls to the CLEC OS/DA platform via customized routing, and/or (c) with only changes needed in order to change a local switching feature, <i>e.g.</i>, call waiting, and/or (d) with only work or changes needed to activate the pre-existing combination of Unbundled Network Elements to provision a UNE-P. (This 2.2.1.3(b) section only applies to orders involving customized routing after customized routing has been established to an CLEC OS/DA platform from the relevant Ameritech local switch, including CLEC’s payment of all applicable charges to establish that routing.) There will be no interruption of service to the end-user customer in connection with orders covered by this section, except for processing time that is technically necessary to execute the appropriate recent change order in the Ameritech local switch. Ameritech will treat recent change orders necessary to provision CLEC orders under this section at parity with recent change orders executed to serve Ameritech end-user customers, in terms of scheduling necessary service interruptions so as to minimize inconvenience to end-user customers</p>	<p>6.12.1 “Contiguous Network Interconnection of Network Elements” includes, without limitation, the situation when CLEC orders all the SWBT Network Elements required to convert a SWBT end-user customer or an CLEC resale customer to CLEC unbundled Network Elements service (a) without any change in features or functionality that was being provided by SWBT (or by CLEC on a resale basis) at the time of the order or (b) with only the change needed to route the customer’s operator service and directory assistance calls to the CLEC OS/DA platform via customized routing and/or changes needed in order to change a local switching feature, <i>e.g.</i>, call waiting. (This section only applies to orders involving customized routing after customized routing has been established to an CLEC OS/DA platform from the relevant SWBT local switch, including CLEC’s payment of all applicable charges to establish that routing.) There will be no interruption of service to the end-user customer in connection with orders covered by this section, except for processing time that is technically necessary to execute the appropriate recent change order in the SWBT local switch. SWBT will treat recent change orders necessary to provision CLEC orders under this section at parity with recent change orders executed to serve SWBT end-user customers, in terms of scheduling necessary service interruptions so as to minimize inconvenience to end-user customers.</p>