DRAFT

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

In the Matter of	)	
	)	
Application by SBC Communications Inc.,	)	
The Ohio Bell Telephone Company d/b/a	)	CC Docket No._____
Ameritech Ohio and Southwestern Bell	)	
Communications Services, Inc. d/b/a	)	
Ameritech Long Distance for Provision of	)	
In-Region InterLATA Services in Ohio	)	

AFFIDAVIT OF SCOTT J. ALEXANDER
ON BEHALF OF AMERITECH

STATE OF ILLINOIS)
)
COUNTY OF COOK)

TABLE OF CONTENTS

SUBJECT	PARAGRAPH
INTRODUCTION	1
PROFESSIONAL EXPERIENCE	2
PURPOSE OF AFFIDAVIT	3
OBTAINING AN INTERCONNECTION AGREEMENT WITH AMERITECH	5
CHECKLIST ITEM (i) INTERCONNECTION	11
Collocation – General	13
Collocation Job Intervals	15
Physical Collocation Options	24
Caged Collocation	27
Caged Shared Collocation	29
Cageless Collocation	31
Adjacent Collocation	33
Other Collocation Arrangements	35
Space Availability Options and Requirements	36
Security Options and Requirements	42
Safety Standards Required for Collocated Equipment	47
Virtual Collocation	48
CHECKLIST ITEM (ii) ACCESS TO NETWORK ELEMENTS	51
UNE Remand Order	53
UNE Remand Supplemental Order	59
Line Sharing Order	62
Combination of Unbundled Network Elements	63
Loop and Switch Port Combinations for Business Services	71
Loop and Switch Port Combinations for Residence Services	72
Enhanced Extended Loop	73
Secured Frame Option	77
Intellectual Property	80
CHECKLIST ITEM (iv) LOCAL LOOP	81
Subloop Elements	87
CHECKLIST ITEM (v) LOCAL TRANSPORT	92
Unbundled Dedicated Transport	93
Unbundled Shared Transport	97
CHECKLIST ITEM (vi) LOCAL SWITCHING	99
Usage Information	105
CHECKLIST ITEM (x) ACCESS TO CALL RELATED DATABASES AND SIGNALING	108
CHECKLIST ITEM (xiii) RECIPROCAL COMPENSATION	116
Transit Traffic	125
CHECKLIST ITEM (xiv) RESALE	127
PRICING	137
Interconnection and Unbundled Network Elements – 252(d)(1)	140
Transport and Termination – 252(d)(2)	150
Resale – 252(d)(3)	152
CONCLUSION	155

List of Attachments

Attachment A	Summary of Ameritech's Approved Interconnection Agreements
Attachment B	Proposed Ohio 271 Amendment (Oh2A)
Attachment C	Comparison of Ameritech Oh2A Key Provisions with Texas T2A (Combinations of Network Elements)

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

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 1996 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 Ameritech[1] 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 originating in-region, interLATA services.

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

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

4. Ameritech offers binding terms and conditions in its approved interconnection agreements for the items required by 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 this affidavit is a table that summarizes Ameritech's approved binding terms and conditions related to the 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 contained in its approved interconnection agreements, the Ohio 271 Amendment (Oh2A)[8], and the Generic Interconnection Agreement (GIA)[9].

---

[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] The proposed Oh2A is attached to this affidavit as Attachment B and is submitted for the PUCO's consideration and approval in this proceeding. As discussed in more detail in ¶¶ 66-79 of this affidavit, the Oh2A is a voluntary contract offer that goes beyond Ameritech's existing legal obligations under the 1996 Act.

[9] The Multi-State Generic Interconnection/Resale Agreement (GIA) 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 the 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.

OBTAINING AN INTERCONNECTION AGREEMENT WITH AMERITECH

5. Ameritech offers, through the GIA, a current and comprehensive set of terms and conditions which serve as the basis for its 251/252 negotiations with CLECs. The GIA can be publicly viewed over the Internet, via the CLEC Online website.[10] The GIA is maintained to reflect current requirements under §§ 251 and 252 of the Act. 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 add the Oh2A as an amendment to the GIA, or as an amendment to any other PUCO-approved and effective agreement. Through the availability of the GIA and the Oh2A, CLECs in Ohio have an additional option for obtaining a comprehensive interconnection agreement, including the availability of certain new UNE combinations as provided in the Oh2A. The scope and extent of these offerings made to CLECs under these interconnection agreements provide assurance to CLECs, the PUCO, and the FCC that Ameritech's local markets are fully open to competition.

6. CLECs in Ohio 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 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 a PUCO approved interconnection agreement

[10] <https://clec.sbc.com>

provided that all legitimately related provisions are also adopted pursuant to § 252(i) of the Act.[11]

7. As I discuss in this affidavit, the Oh2A 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[12] and which the Michigan Public Service Commission found to be § 271 compliant, subject to the outcome of the KPMG Operations Support Systems (OSS) test and review of performance results.[13] Upon approval of the Oh2A by the PUCO in this proceeding, a CLEC in Ohio can add the Oh2A as an amendment to its existing and approved agreement, or to its new interconnection agreement. If a CLEC has an effective and approved interconnection agreement, the Oh2A would be quickly processed and become effective as described in Section 3.1 of the proposed Oh2A. If a CLEC does not have an effective and approved Ohio interconnection agreement, on or after PUCO approval of the Oh2A, Ameritech proposes that such a CLEC may include a signed Oh2A together with its new interconnection agreement at the same time the new agreement is submitted to the PUCO for approval.[14]

---

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

[12] 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; n. 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"), ¶¶ 172-173.

[13] The Michigan Public Service Commission (MPSC) approved a substantially similar optional Section 271 Amendment, know as the Mi2A on March 19, 2001 in Case No. U-12320.

[14] This proposed process for a new interconnection agreement would also apply to a CLEC seeking to adopt another CLEC's effective and approved interconnection agreement consistent with the provisions of Section 252(i).

Consistent with the practice in Ohio, both the new interconnection agreement and the Oh2A amendment would become effective at the same time upon filing with the PUCO. Because the Oh2A is designed to be readily added by CLECs as an amendment to an effective and approved interconnection agreement, the Oh2A will further expand a CLEC's options to provide service in Ohio as I will describe later in this affidavit.

8. A negotiated interconnection agreement is a binding agreement that is submitted to the PUCO for approval under § 252 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 PUCO 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 Ohio 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 a PUCO-approved and effective agreement upon the same terms and conditions as those provided in the agreement from which those selected provisions are taken, including all legitimately related terms and conditions. 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 PUCO-approved interconnection agreements between Ameritech and CLECs in Ohio.

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 (also see, 47 C.F.R. § 51.809(c)). Pursuant to those provisions, Ameritech makes

any approved agreement available under §252(i) for the longest practicable period, that is for the entirety of the term stated in that agreement, until the agreement expires or until either party to that agreement provides notice of termination or renegotiations, whichever is earlier.

10. CLECs that currently have an effective and PUCO-approved 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 at least within 180 days prior to expiration of the agreement 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.[15] This ten (10) month period ensures that the agreement remains in effect while any unresolved issues are resolved through arbitration before the PUCO within the nine (9) month period allotted for arbitration under the Federal Telecommunications Act.[16]

[15] See, for example, Bullseye Telecom Agreement, General Terms and Conditions §§ 5.2, 5.6, and 5.7.

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

CHECKLIST ITEM (i) INTERCONNECTION

11. As demonstrated in this affidavit, and in the Deere affidavit, Ameritech meets the requirements of the checklist item (i) for "interconnection in accordance with the requirements of §§ 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 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 telecommunications 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.

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 and such terms and conditions for collocation are provided in legally binding interconnection agreements (see Attachment A for a summary) and cannot

be changed without review by the PUCO. CLECs can also obtain collocation arrangements by negotiating the terms and conditions for collocation using the GIA Physical and/or Virtual Collocation Appendices. As I will demonstrate herein, 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, where the CLEC furnishes and Ameritech maintains the virtually collocated equipment, regardless of the availability of physical collocation.

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).

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, 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 Order[17] and by the PUCO in Case Nos. 98-1082-TP-AMT and 00-

[17] 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/accletters/home.cfm>).

942-TP-COI 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 (Telicor, Inc. Agreement, Appendix Physical Collocation, Section 5.2 and Bullseye Telecom Agreement, Appendix Collocation, Section 5.2).

17. Construction Intervals: Ameritech provides specific collocation arrangement construction intervals. For caged physical collocation, caged shared collocation and cageless collocation, Ameritech provides a 90-day construction turnaround for Active Collocation Space.[18] The interval for caged collocation is 180 days for Other (i.e., Inactive) space, which reflects the additional engineering and construction time necessary to convert inactive space to active collocation space. (Telicor, Inc. Agreement, Appendix Physical Collocation, Section 12.1 and 12.3).

18. For example, pursuant to the Telicor, Inc. Agreement (Appendix Physical Collocation, Section 12.1), the construction intervals for physical collocation in active space are applied as follows:

[18] The term "Active Collocation Space" means space within a structure eligible for collocation, which has sufficient infrastructure systems, including power. Any other space is referred to as "Other" (Inactive) space. See Telicor, Inc. Agreement, Appendix Physical Collocation, Sections 2.9 and 2.30.

Number of Applications By One Collocator within 5 days	Physical Construction Intervals
1 - 5	90 days
6 - 10	95 days
11 - 15	100 days
16 - 20	105 days

19. Should a collocator submit 21 or more applications within five (5) days, the construction interval is increased by five (5) business days for every five additional applications.

20. During the construction of all forms of physical collocation space, collocators are permitted inspection visits during normal business hours (Telicor, Inc. Agreement, Appendix Physical Collocation, Section 12.6 and TOTALink of Ohio 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). Shortened intervals, where a CLEC requests certain changes or additions to an existing collocation arrangement, are also available (Telicor, Inc. Agreement, Appendix Physical Collocation, Section 12.4).

22. The standard offered interval for construction of virtual collocation is 90 days. (Telicor, Inc. Agreement, Appendix Virtual Collocation, Section 12.1).

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.

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 (Telicor, Inc. Agreement, Appendix Physical Collocation, Section 4.1 and Bullseye Telecom Agreement, Appendix Collocation, Section 4.1).

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 the CLEC Online web site (<https://clec.sbc.com>). Collocation installation requirements are contained in *Technical Publication TP 76300MP, Installation Requirements,* which are also available via the CLEC Online website. 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).

Caged Collocation

27. The CLEC has the option to request as caged collocation an individual enclosure that may be as small as the minimum size sufficient to house and maintain a single rack or bay of equipment (i.e., 50 square feet).[19] 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>).[20]

28. 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. (Telicor, Inc. Agreement, Appendix Physical Collocation, 4.1.1.1).

Caged Shared Collocation

29. 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 obtained by each collocator or as otherwise agreed between the collocators (Telicor, Inc. Agreement, Appendix Physical Collocation, Section 4.1.2).

[19] Telicor, Inc. Agreement, Appendix Physical Collocation, Section 4.1.1.1.

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

30. A CLEC has the ability to contract with other CLECs to share its collocation cage in a sublease-type arrangement. 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 (Telicor, Inc. Agreement, Appendix Physical Collocation, Section 4.1.2.1.1).

Cageless Collocation

31. Another Physical Collocation option is Cageless Collocation. Ameritech provides cageless collocation space in single-bay increments. 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 (Telicor, Inc. Agreement, Appendix Physical Collocation, Section 4.1.3).

32. 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 (Bullseye Telecom Agreement, Appendix Collocation, Section 4.1.3.3).

Adjacent Structure Collocation

33. When space is legitimately exhausted[21] 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, and Telicor, Inc. Agreement, Appendix Physical Collocation, Section

[21] The term "legitimately exhausted" denotes when all space in a central office that can be used to collocate telecommunications equipment in any of the methods of physical collocation is completely occupied. For example, a central office with less than a minimum of one-bay of cageless collocation space would be considered legitimately exhausted.

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, consistent with revised § 51.323(k) (Telicor, Inc. Agreement, Appendix Physical Collocation, Section 4.1.4.3 and TOTALink of Ohio Agreement, Appendix Physical Collocation, Section 4.2.4.3).

34. Ameritech permits the use of a microwave transmission medium where technically and structurally feasible (Telicor, Inc. Agreement, Appendix Physical Collocation, Section 10.5.3).

OTHER COLLOCATION ARRANGEMENTS

35. Ameritech will consider requests for other collocation arrangements and 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. (Telicor, Inc. Agreement, Appendix Physical Collocation, Section 4.2 and Bullseye Telecom Agreement, Appendix Collocation, Section 4.2).

<u>Space Availability Options and Requirements</u>

36. If Ameritech receives an application for physical collocation and there is insufficient space available to satisfy that request in that particular central office, Ameritech will provide the CLEC a letter within 10 days of submission of the completed application and an informational copy is sent to the PUCO staff. (Telicor, Inc. Agreement, Appendix Physical Collocation, Section 5.2).

37. 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 (Telicor, Inc. Agreement, Appendix Physical Collocation, Section 5.3).

38. In accordance with 47 C.F.R.§ 51.321(h), Ameritech maintains a publicly available document on the Internet[22] 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 Telicor, Inc. Agreement, Appendix Physical Collocation, Section 5.4). Ameritech ensures that only premises that no longer have a minimum of one bay of space available for physical collocation are posted to this list. 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. (Telicor, Inc. Agreement, Appendix Physical Collocation, Section 5.3.2).

39. 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 will provide 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

[22] This report can be publicly viewed at <https://clec.sbc.com> within the CLEC handbook for Ohio.

Collocation, Section 5.5 and Telicor, Inc. Agreement, Appendix Physical Collocation, Section 5.5).

40. Ameritech applies nondiscriminatory standards for space reservation, including requirements regarding Ameritech's ability to reserve space for its own equipment. 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 (Telicor, Inc. Agreement, Appendix Physical Collocation, Sections 5.9).

41. 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 PUCO, remove obsolete and unused equipment from its premises that have no space available. (Telicor, Inc. Agreement, Appendix Physical Collocation, Section 5.10).

Security Options and Requirements

42. 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. 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." (Telicor, Inc. Agreement, Appendix Physical Collocation, Sections 13.1 and 13.1.3).

43. 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 (Telicor, Inc. Agreement, Appendix Physical Collocation, Section 13.1.3).

44. Ameritech may use reasonable security measures to protect its equipment. In addition, in the event Ameritech elects to erect an 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 (Telicor, Inc. Agreement, Appendix Physical Collocation, Section 13.1.4).

45. 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 (Telicor, Inc. Agreement, Appendix Physical Collocation, Section 13.1.4).

46. 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 Telicor, Inc. Agreement, Appendix Physical Collocation, Section 13.1).

Safety Standards Required for Collocated Equipment

47. Ameritech requires that all equipment to be collocated in Ameritech's Eligible Structures meet Level 1 *safety* requirements as set forth in publication TP 76200MP[23] 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 equipment because the equipment fails to meet TP 76200MP *reliability* standards (Telicor, Inc. Agreement, Appendix Physical Collocation, Sections 6.10 and 6.11). 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 collocator'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

48. 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 Ohio Agreement, Appendix Virtual Collocation, Sections 4.1 and 4.2).

49. Ameritech uses the same engineering practices for virtually collocated equipment as it does

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

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 (Telicor, Inc. Agreement, Appendix Virtual Collocation, Sections 4.2 and 4.2.8.1).

50. Ameritech will maintain and repair virtually collocated equipment at the direction of the collocator using the same standards that Ameritech uses for maintaining and repairing its own equipment (Telicor Inc. Agreement, Appendix Virtual Collocation, Section 14.1).

CHECKLIST ITEM (ii) ACCESS TO NETWORK ELEMENTS

51. 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 provide access to a comprehensive set of unbundled network elements under terms, and conditions that comply with §§ 251 and 252 of the Act.[24] Further, the Oh2A offers CLECs certain new UNE combinations, which are based on the same offerings the

[24] See Attachment A of this affidavit for a summary of Ameritech's approved agreements containing offerings related to checklist item number (ii).

FCC found to satisfy checklist item (ii), access to network elements.[25]

52. In addition, as discussed in the affidavit of Ms. Jan D. Rogers, Ameritech offers CLECs nondiscriminatory access to Operator Services (OS) and Directory Assistance (DA) (i.e., OS/DA) in a manner consistent with the FCC's rules and related PUCO requirements. Ameritech also commits to provide nondiscriminatory access to Directory Assistance Listings as required by § 251(b)(3). Ameritech's provisioning of nondiscriminatory access to OS/ DA and Directory Assistance Listings are further discussed in the Rogers affidavit.

UNE REMAND ORDER

53. As I will discuss below, and as discussed in the Deere Affidavit, Ameritech has legally binding terms and conditions, through its interconnection agreements 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,[26] resulting in a revised Rule 51.319.

54. 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

[25] The Oh2A provisions regarding combinations of unbundled network elements are substantively the same as those contained in the T2A, the K2A, and the O2A. The FCC found these provisions satisfied the competitive checklist in its Texas Order (CC Docket 00-65, ¶ 218, fn. 604, rel. June 30, 2000). The FCC reaffirmed that finding by finding that the UNE combination provisions in SWBT's Kansas and Oklahoma 271 Agreements (K2A and O2A), more than satisfy the checklist (Kansas/Oklahoma Order CC Docket 00-217, ¶ 172-173 & n.490).

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

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.

55. 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))[27]; 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 Database[28] (§ 51.319(e)(2)(A)); and 6) access on an unbundled basis to loop qualification information (§ 51.319(g)).

56. Ameritech's GIA and approved interconnection agreements offer all of the items addressed in the FCC's UNE Remand Order, including the FCC's May 17, 2000 requirements. 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 in the GIA. In addition, Ameritech has executed, and the PUCO has approved, interconnection agreements containing these offerings.[29] 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.

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

[28] Refer to the affidavit of Mr. Patrick Harrison.

57. 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 (See, for example, Telicor, Inc. Agreement, Appendix UNE, Section 7).
- **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 (See, for example, Telicor, Inc. Agreement, Appendix UNE, Section 6).
- **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 (See, for example, Telicor, Inc. Agreement, Appendix UNE, Section 11). Also, Ameritech offers Unbundled Tandem Switching (See, for example, Telicor, Inc. Agreement, Appendix UNE, Section 11.8).
- **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 (See, for example, Telicor, Inc. Agreement, Appendix UNE, 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 (See for example, Bullseye Telecom Agreement, Appendix UNE, Appendices: SS7, LIDB AS, LIDB Service, and General Terms and Conditions, Section 45.7.2).

[29] Attachment A shows citations to several selected effective agreements which contain these UNEs.

- **Operations Support Systems (section 51.319(g)).** Ameritech offers requesting carriers access to OSS on an unbundled basis[30].

58. 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

59. On November 24, 1999, the FCC issued its UNE Remand Supplemental Order,[31] 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)."[32] 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.

60. 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

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

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

[32] 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*.

accordance with the FCC's Supplemental Order and Supplemental Order Clarification.[33] 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.

61. 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/accletters/home.cfm>). In addition, the details of the entire procedure can be found on the CLEC Online web site in the CLEC Handbook.[34]

LINE SHARING ORDER

62. As discussed in the Silver affidavit, Ameritech provides Line Sharing pursuant to the FCC's Line Sharing Order. In addition, the PUCO has conducted extensive proceedings in Case No. 96-922-TP-UNC to review Ameritech's line sharing model interconnection agreement amendment and a decision is currently pending from the PUCO. Ameritech offers Line Sharing via its approved interconnection agreements (Telicor, Inc. Agreement, Appendix DSL) and negotiates terms and conditions for Line Sharing through the GIA.

COMBINATION OF UNBUNDLED NETWORK ELEMENTS

63. 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

[33] 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). Several issues related to Ameritech's obligations pursuant to the FCC's Supplemental Order and Supplemental Order Clarification are pending before the PUCO as Disputed Issue No. 15 in Case No. 00-942-TP-COI.

[34] See <https://clec.sbc.com>.

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 (Oh2A 2.2.1.2).[35]

64. 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."[36]

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 Circuit's 1997 decision concerning new combinations.[37] That is, the Eighth Circuit's vacation of 51.315 (c)-(f) was affirmed.

65. 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 Oh2A contains certain provisions that exceed federal legal requirements in this regard. The proposed Oh2A is Attachment B to this affidavit.

66. To further open the market to CLECs, the Oh2A offers new network element combinations requested by CLECs to provide local service to residential customers, at the rates contained

[35] Ameritech proposed rates, terms and conditions for existing combinations of network elements and these were the subject of extensive proceedings in Case Nos. 96-922-TP-UNC and 00-1368-TP-ATA and a PUCO decision is pending.

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

[37] Id, 219 F.3d at 759 (8th Cir. 2000).

in the Oh2A, for three years following the PUCO's approval of the Oh2A (subject to the FCC's timely approval of this 271 application). Similarly, CLECs may obtain new UNE loop-port combinations, under the Oh2A rates, for use in providing service to business customers for two years (subject to the FCC's timely approval of this 271 application). Ameritech thus offers CLECs certainty that these Oh2A offerings will remain available at the stated rates for the term of the Oh2A commitments, notwithstanding pending regulatory and court proceedings, except as specifically provided for in the terms of the Oh2A (See Oh2A at 2.2.5 and 2.2.6). The full term of the Oh2A is four years (subject to the FCC's timely approval of this 271 application).

67. The Oh2A provisions regarding new combinations of unbundled network elements are substantively the same as those contained in the Texas T2A, (as well as in the K2A, O2A, and the Ameritech Michigan Mi2A). 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 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 Michigan Public Service Commission (MPSC) approved the Mi2A for implementation in its March 19, 2001 Order on Rehearing in Case No. U-12320, and found that "Ameritech Michigan's combinations proposal complies with the scope of the product offering that today is required by Section 271 of the FTA." Subsequently, Ameritech made the Mi2A

available to CLECs on March 29, 2001 (see Accessible Letter CLECMI01-002).[38] Upon PUCO approval of the Oh2A, Ameritech Ohio will notify CLECs via an Accessible Letter and post the Oh2A to the CLEC website. At that time, CLECs will be able to request the Oh2A. Attachment C to this affidavit demonstrates the comparability of the UNE combination provisions of the Oh2A to those already approved by the FCC in SWBT's prior § 271 applications.[39]

68. The Oh2A provides that Ameritech will combine certain network elements on the CLEC's behalf, when requested to do so (Oh2A, 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 (Oh2A, 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") (Oh2A, 2.3).

69. 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 Oh2A, and as discussed below, CLECs may choose the secured frame option (Oh2A, 2.5.3). The secured frame option offered in the Oh2A is substantively the same as the secured frame option offered by SWBT in Texas, Kansas and Oklahoma. In paragraph 173 of the Kansas/Oklahoma Order, the FCC found:

[38] See Accessible Letter CLECMI 01-002 at <https://clec.sbc.com/accletters/home.cfm>.

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

> 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 C to this affidavit demonstrates that the Oh2A terms and conditions for the secured frame option are the substantively same as those already approved by the FCC.

70. In addition, under the Oh2A, CLECs may use Ameritech's shared transport UNE (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 UNEs to provide intraLATA toll service, and this ability was incorporated into the T2A, as well as the K2A and the O2A.[40] Ameritech will enable CLECs to similarly use the shared transport UNE under the Oh2A (Oh2A, 2.1.3, 2.1.4).

LOOP AND SWITCH PORT COMBINATIONS FOR BUSINESS SERVICES

71. For loops and switch ports not currently physically combined in Ameritech's network, Ameritech will combine, (as provided in the Oh2A, 2.2.5) certain unbundled local loops with certain unbundled local switch ports for CLECs to provide service to business customers for two years (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

[40] See Kansas/Oklahoma Order, ¶ 174.

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.[41] Pricing for the UNEs is at the rates determined by the PUCO as provided in Case No. 96-922-TP-UNC, and as I discuss later in the pricing section of this affidavit, these rates are consistent with § 252(d) of the Act. Also, after two years, in the event the FCC or the PUCO determines that a certain network element need not be provided, 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 two years (subject to the FCC's timely approval of this 271 application) (Oh2A, 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 Oh2A are substantively the same as those provided by SWBT under the T2A, as demonstrated in Attachment C to this affidavit.

LOOP AND SWITCH PORT COMBINATIONS FOR RESIDENTIAL SERVICES

72. Ameritech will provide (as provided in the Oh2A, 2.2.6) certain new combinations of an 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 Oh2A. For a period of three years (subject to the FCC's timely approval of this 271 application), pricing for those new combinations will be at the rates established in the Oh2A. After that date, if Ameritech is not legally obligated to provide a

[41] See Oh2A, 2.2.5.3.2.

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 Oh2A for the duration of the term of the Oh2A and will continue to perform combining for residential services. However, as provided in the Oh2A,[42] 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. These provisions for loop and switch port combinations for residential services in Ohio are substantially the same as those in the T2A, as demonstrated in Attachment C to this affidavit.

ENHANCED EXTENDED LOOP

73. 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 Oh2A offers CLECs a new "Enhanced Extended Loop" ("EEL") option[43].

74. The new EEL offered in the Oh2A 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 FCC's Supplemental Order Clarification (Oh2A, 2.3.5).

[42] Oh2A, 2.2.6.1.

[43] Oh2A, 2.3.

75. 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,"…[44]

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 Oh2A provide CLECs with this benefit derived from the collaborative work that occurred previously in Texas. The FCC in the Texas Order, at paragraph 224 found:

> 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 C to this affidavit, the Oh2A contains substantially the same EEL arrangement offered by SWBT in the T2A, and that the FCC already found to be acceptable under § 271.

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

SECURED FRAME OPTION

77. The Oh2A 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 Oh2A. The first context is in regard to the "UNE platform" for business customers, and the second is in regard to EEL functionality. (Oh2A, 2.2.5.3, 2.3.3)

[44] UNE Remand Order, 15 FCC at 3909, ¶ 480.

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).[45] As shown in Attachment C to this affidavit, the Oh2A offers substantially 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 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."[46]

78. 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 Oh2A. As explained earlier, under the Oh2A, 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.[47] 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

[45] See also Kansas/Oklahoma Order ¶¶ 171 – 173.

[46] Texas Order ¶ 217 and Kansas/Oklahoma Order ¶ 173.

[47] This provision does not apply to residential customers.

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 (Oh2A, 2.2.5.3).

79. Under the Oh2A 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 telecommunications service (Oh2A, 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 offer via the Oh2A to combine certain unbundled network elements that are not already physically combined, and the Oh2A's secured frame option, provide additional methods for CLECs to obtain access to unbundled network elements without owning or controlling local exchange facilities.

INTELLECTUAL PROPERTY

80. 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. . .."[48] Ameritech is not aware of any action where third party

[48] 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).

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's order (See, for example TOTALink of Ohio Agreement, General Terms and Conditions, Section 14.5.1.1).

CHECKLIST ITEM (iv): LOCAL LOOP

81. 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).

82. 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 conditions[49] 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.

83. 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

[49] See Attachment A for a summary of Ameritech's approved agreements related to this checklist item.

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

84. Ameritech's approved interconnection agreements offer the following types of unbundled local loops:

- 2-Wire analog loop (See, for example, Telicor, Inc. Agreement, Appendix UNE, Section 7.2.1)
- 4-Wire analog loop (See, for example, Telicor, Inc. Agreement, Appendix UNE, Section 7.2.2)
- 2-Wire digital loop (160 Kilobits per second to support Basic Rate ISDN) (See, for example, Telicor, Inc. Agreement, Appendix UNE, Section 7.2.3)
- 4-Wire digital loop (1.544 Megabits per second to support DS1 services) (See, for example, Telicor, Inc. Agreement, Appendix UNE, Section 7.2.4)
- 2-Wire xDSL Loop (Telicor, Inc. Agreement, Appendix DSL)
- 4-Wire xDSL Loop (Telicor, Inc. Agreement, Appendix DSL)
- DS3 digital loop (45 Mbps) (See for example, Bullseye Telecom Agreement, Appendix UNE, Section 7.2.5 and Telicor Inc., Agreement, Appendix UNE, Section 7.2.5.1)

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

85. Ameritech also offers loop conditioning options pursuant to approved agreements as well as in the GIA (see, for example, Telicor, Inc. Agreement, Appendix DSL). The rates, terms and conditions for loop conditioning have been subject of extensive proceedings in Case No.

96-922-UNC and a PUCO decision is pending. In addition, a CLEC may request and, to the extent technically feasible, Ameritech will provide additional loop types and additional types of conditioning pursuant to the BFR process as described in the Deere affidavit. The details regarding DSL unbundled loops are discussed in the Deere and Silver affidavits.

86. The Heritage affidavit provides information regarding the number of loops provided to CLECs in Ohio.

SUBLOOP ELEMENTS

87. Ameritech has implemented binding terms and conditions for providing subloop elements in its approved agreements (See, for example, Telicor, Inc. Agreement, Appendix UNE Section 8).

88. 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.

89. Ameritech offers the following types of subloop elements:

- 2-Wire Analog Subloop (Telicor, Inc. Agreement, Appendix UNE, Section 8.3.1)
- 4-Wire Analog Subloop (Telicor, Inc. Agreement, Appendix UNE, Section 8.3.2)
- 4-Wire DS1 Subloop (Telicor, Inc. Agreement, Appendix UNE, Section 8.3.3)
- DS3 Subloop (Telicor, Inc. Agreement, Appendix UNE, Section 8.3.4)
- 2-Wire / 4-Wire Digital DSL Capable Subloop (Telicor, Inc. Agreement, Appendix UNE, Section 8.3.6)
- 2-wire ISDN Subloop (Telicor, Inc. Agreement, Appendix UNE, Section 8.3.7)

90. Ameritech has implemented binding terms and conditions to offer loop dark fiber as an unbundled network element (Telicor, Inc. Agreement, Appendix UNE, Section 13.3). The Deere affidavit discusses the details regarding loop dark fiber.

91. As discussed in the Silver affidavit, Ameritech provides loop qualification in accordance with the FCC's UNE Remand Order.

CHECKLIST ITEM (v) LOCAL TRANSPORT

92. 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. Attachment A summarizes the agreements 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

93. 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 and Telicor, Inc. Agreement, Appendix UNE, Section 12.3.1). As further described in the Deere affidavit, Ameritech offers Digital Cross-connect System (DCS) functionality as part of the unbundled dedicated transport element with the same functionality that is offered to interexchange carriers (Bullseye

Telecom Agreement, Appendix UNE, Section 9.5.1 and Telicor, Inc. Agreement, Appendix UNE, Section 12.6.1).

94. 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 Telicor, Inc. Agreement, Appendix UNE, Section 12.3.2). The Deere affidavit discusses other options provided with unbundled dedicated transport (e.g., multiplexing).

95. Ameritech also provides CLECs with the use of Ameritech's interoffice dark fiber, which is dark fiber between two different Ameritech Central Offices and which terminates on a fiber distribution frame, or equivalent, in the Central Office. (Telicor, Inc. Agreement, Appendix UNE, Sections 13.1-13.2.1). Additional discussion of dark fiber is contained in the Deere affidavit.

96. In addition to providing unbundled dedicated transport as a separate unbundled network element, Ameritech will combine certain unbundled dedicated transport types with specific types of unbundled local loops (i.e., to provide the new EEL) under the Oh2A, as I discussed earlier.

UNBUNDLED SHARED TRANSPORT

97. Consistent with the FCC's conditions of the SBC/Ameritech merger, Ameritech implemented its "permanent" version of shared transport on October 8, 2000.[50] Unbundled shared transport is provided only in conjunction with unbundled local switching, through

[50] Extensive proceedings on the rates for "permanent" shared transport have been conducted in PUCO Case Nos. 96-922/00-1368-TP-ATA and a decision is pending.

Ameritech's product offering called unbundled local switching with shared transport (ULS-ST) (Telicor, Inc. Agreement, Appendix UNE, Section 11.7.1).[51] As further discussed 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 transport[52]. 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.

98. As discussed in the Deere affidavit, "Shared Transport-Transit" permits telecommunications carriers subscribing to ULS-ST to use shared facilities between Ameritech central office switches and non-Ameritech central office switches.

CHECKLIST ITEM (vi) LOCAL SWITCHING

99. 47 U.S.C. § 271(c)(2)(B)(vi) requires Ameritech to provide local switching unbundled from transport, local loops, and other services. Attachment A to this affidavit summarizes

[51] Section 11.7.1 of the Telicor, Inc. Agreement refers to Appendix Merger Conditions which binds Ameritech to provide ULS-ST in accordance with the FCC's Memorandum Opinion and Order in CC Docket No. 98-141.

[52] Consistent with SWBT's offering under the T2A, O2A, and K2A, under the Oh2A, 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.

Ameritech's approved agreements that implement binding terms and conditions for unbundled local switching that satisfy 47 C.F.R. § 51.319(c)(1) and (2).

100. Ameritech's unbundled local switching (ULS) 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 Ohio law. In addition, ULS 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). (See for example, Telicor, Inc. Agreement, Appendix UNE, Sections 11.1-11.2.3).

101. 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.

102. Ameritech provides the following types of switch ports:

- Analog Line Port[53] (See for example, Telicor, Inc. Agreement, Appendix UNE, Section 11.5.1.1)
- Analog (DID) Trunk Port (See for example, Telicor, Inc. Agreement, Appendix UNE, Section 11.5.1.2.1)

- DS1 Trunk Port[54] (See for example, Telicor, Inc. Agreement, Appendix UNE, Section 11.5.1.2.3)
- ISDN Basic Rate Interface (BRI) Port (See for example, Telicor, Inc. Agreement, Appendix UNE, Section 11.5.1.1.4)
- ISDN Primary Rate Interface (PRI) Port (See for example, Telicor, Inc. Agreement, Appendix UNE, Section 11.5.1.2.2)

103. Ameritech provides unbundled tandem switching in a manner that meets the FCC's rules. Ameritech's tandem switching provides trunk-to-trunk connections for local calls between two end offices, including two offices belonging to different CLECs (Telicor, Inc. Agreement, Appendix UNE, Section 11.8). Unbundled tandem switching is further discussed in the Deere affidavit.

104. 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,[55] 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. Additional technical aspects of unbundled local switching are discussed in the Deere affidavit.

---

[53] 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.

[54] 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.

[55] Dialing parity is discussed further in the Deere affidavit.

USAGE INFORMATION

105. 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,[56] 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").

106. 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.[57] Thus, when the CLEC utilizes Ameritech's unbundled local switching to provide interexchange

[56] 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").

[57] 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 Ohio were notified of this implementation via an Accessible Letter, CLECAM 00-104 (See Accessible Letter CLECMI01-002 at <https://clec.sbc.com/accletters/home.cfm>).

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. 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.

107. 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

108. 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).

109. 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 CLECs with nondiscriminatory access to the AIN database, the 800 database, the LIDB database and CNAM database as described below.[58]

[58] See Attachment A for a summary of Ameritech's approved agreements related to this checklist item.

110. Ameritech provides CLECs nondiscriminatory access to the Ameritech 800 Database (for example, as provided under Bullseye Telecom Agreement, Appendix 800). 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).

111. Ameritech provides unbundled access to its AIN Databases on a nondiscriminatory basis pursuant to 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. The CLEC may use Ameritech's AIN Service Creation Environment ("SCE") service to create its own AIN-based offerings. Ameritech makes available AIN-based retail telecommunications services on a resale basis when the CLEC is serving the end user via resale. Pursuant to the UNE Remand Order, Ameritech's proprietary AIN services are not required to be provided as UNEs (See UNE Remand Order at ¶ 409).

112. Ameritech has implemented binding terms and conditions for providing CLECs with nondiscriminatory unbundled access to LIDB and CNAM under its approved interconnection agreements (Bullseye Telecom Agreement, Appendix LIDB Service and LIDB-AS). As discussed in the Deere affidavit, Ameritech contracts with Southern New

England Telephone Diversified Group 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.

113. 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]."[59] CLECs have such access at parity with Ameritech. Resellers of Ameritech's retail telecommunications services have the same LIDB access as Ameritech provides its own retail customers.

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

115. 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 a CLEC's end office

[59] 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").

switches, on a query-by-query basis together with the associated signaling, just as that information is available to Ameritech's end office switches.

CHECKLIST ITEM (xiii) RECIPROCAL COMPENSATION

116. Under 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 contain clearly defined arrangements describing Ameritech's obligation to compensate CLECs in accordance with §252(d)(2).[60] 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 PUCO's orders and the FCC's rules (subject to negotiation or a regulatory or judicial determination as to the effect of the FCC's April 27, 2001 order on remand in CC Docket Nos. 96-98 and 99-68).[61] In addition, Ameritech makes undisputed payments in a timely fashion.

117. The PUCO has ordered Ameritech to pay reciprocal compensation for traffic delivered to Internet Service Providers (ISPs) under certain specific interconnection agreements. [62]

[60] Second Louisiana Order, 13 FCC Rcd 20599, 20773, ¶ 299.

[61] 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).

[62] The PUCO's Orders mandating the payment of reciprocal compensation for ISP-bound traffic only spoke to the specific effective agreements in question and did not address the broader issue of whether it is appropriate to require the payment of reciprocal compensation for ISP-bound traffic. See August 27, 1998 Opinion and Order, In the Matter of the Complaint of ICG Telecom Group, Inc. v. Ameritech Ohio, Case No. 97-1557-TP-CSS, October 14, 1998 Opinion and Order, In the Matter of the Complaint of MCImetro Access Transmission Services, INC., v. Ameritech Ohio, Case No. 97-1723-TP-CSS, and October 14, 1998 Opinion and Order, In the Matter of the Complaint of Time Warner Communications of Ohio, L.P., v. Ameritech Ohio, Case No. 97-1723-TP-CSS .

Ameritech has sought judicial review of these determinations, [63] but continues to comply with all PUCO orders pending judicial review. The PUCO has subsequently opened an investigation into the appropriate treatment of reciprocal compensation for traffic delivered to ISPs.[64]

118. 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."[65] 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 compensation for traffic that is delivered to ISPs…in assessing whether BellSouth satisfies this checklist item."[66] And, 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)

The FCC again reaffirmed its position in its July 20, 2001 Order approving Verizon's §271 application for Connecticut (CC Docket 01-100, ¶67). In reviewing this 271 application, the FCC should reach the same conclusion.

---

[63] Ameritech Ohio v. ICG Telecom Group, et. Al. Case No. C2-99-552 (S.D. Ohio); Ameritech Ohio v. PUCO, Ohio Supreme Court Case No. 99-1240, 99-1241.

[64] See January 13, 2000 Entry in Case No. 99-941-TP-ARB: In the Matter of the Commission Investigation Into the Treatment of Reciprocal Compensation for Internet Service Provider Traffic.

[65] Texas Order ¶ 386.

[66] Second Louisiana Order, 13 FCC Rcd at 20775-776, ¶ 303

119. As shown in Attachment A, Ameritech has interconnection agreements with CLECs that contain terms, conditions, and charges for reciprocal compensation which the PUCO has approved. Ameritech offers reciprocal compensation rates for existing agreements based on costs approved by the PUCO in its Case No. 96-922.[67] The rates approved in the PUCO's Case No. 96-922 are consistent with the requirements of Section 252(d)(2) of the Act.

120. 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, Bullseye Telecom and TOTALink of Ohio Agreements, Appendix Reciprocal Compensation, Sec. 13.1).

121. Three functions may be involved in transport and termination: local (end office) switching, tandem transport[68], 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 PUCO's in Case No. 96-922.

122. If a CLEC chooses to interconnect at an Ameritech tandem office switch,[69] 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.

---

[67] See Finding and Order, Case No. 96-922-TP-UNC, (96-922 Case) Released November 24, 1998.

[68] 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.

[69] Tandem office switches are used to connect and switch trunk circuits between Central Office switches.

Accordingly, the rate elements applied by Ameritech are the tandem switching, tandem transport termination, tandem transport facility mileage, and end office local termination (See Bullseye Telecom and TOTALink of Ohio Agreements, Ohio Pricing Schedules).

123. If a CLEC chooses to interconnect at an Ameritech end office[70] Ameritech applies local end office termination rates. These rates include charges for end office switching only, because that is the only function performed by Ameritech to terminate the call.

124. 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 Ohio.

TRANSIT TRAFFIC

125. 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 (Bullseye Telecom and TOTALink of Ohio Agreements, Appendix Reciprocal Compensation, Section 6.1). Ameritech's transit service allows one CLEC to send traffic to another local carrier's network through Ameritech's tandem, thus enabling the CLEC to avoid the cost of investing in facilities necessary to interconnect to all other local carriers in a local calling area.

126. 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 switch and terminate to a third party's network (Bullseye Telecom and TOTALink of Ohio

[70] End office switches are where end user exchange services are directly connected and offered.

Agreements, Appendix Reciprocal Compensation, Section 6.1). 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

127. 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.[71] Ameritech's agreements satisfy these requirements. For example, the Bullseye Telecom and TOTALink of Ohio Agreements, Appendix Resale, § 2.1 state:

> 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.

128. 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

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

to Ameritech's own retail service offerings. The Heritage affidavit details the quantities of resold services obtained by CLECs in Ohio.

129. As shown in Attachment A to this affidavit, Ameritech's obligation to make resale of its retail telecommunications services available to CLECs at wholesale rates is legally binding in its approved interconnection agreements (Bullseye Telecom and TOTALink of Ohio Agreements, Appendix Resale, Section 2.1).[72]

130. The PUCO approved a 20.29% general resale discount which applies if a CLEC purchases Ameritech's OS and DA services in conjunction with resold services.[73] In its June 19, 1997 Order on Rehearing in Case Nos. 96-752-TP-ARB, 96-888-TP-ARB and 96-1101-TP-ARB, the PUCO approved a 21.45% general resale discount if the CLEC self-provisions OS and DA.[74] As discussed in the Currie affidavit, these discounts are based on the costs Ameritech avoids by not selling directly to end user customers.

131. 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 applicable to the retail service being resold or that the state commission considers reasonable

[72] Second Louisiana Order, 13 FCC Rcd at 20779, ¶ 310 (1998).

[73] In the Matter of AT&T Communications of Ohio's Petition for Arbitration of Interconnection Rates, Terms and Conditions, and Related Arrangements with the Ohio Bell Telephone Complaint dba Ameritech Ohio, Opinion and Order, Case No. 96-752-TP-ARB, released January 16, 1997.

[74] In the Matter of AT&T Communications of Ohio Petition for Arbitration of Interconnection Rates, Terms and Conditions, and Related Arrangements with Ohio Bell Telephone Company dba Ameritech Ohio. In the Matter of MCI Telecommunications Corporation's Petition for Arbitration Pursuant to 252(b) of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with Ohio Bell dba Ameritech Ohio and In the Matter of the Petition of Sprint Communications L.P. for Arbitration of Interconnection Rates, Terms and Conditions, and Related Arrangements with Ameritech Ohio, Order on Rehearing, Case Nos. 96-752-TP-ARB, 96-888-TP-ARB and 96-1101-TP-ARB, Released June 19, 1997, Page 11.

and nondiscriminatory.[75] Ameritech's restrictions comport with the FCC's rules (Bullseye Telecom Agreement, Appendix Resale, Sections 3.4, 3.5.3, 3.6, and 3.7).

132. 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 PUCO (Bullseye Telecom and TOTALink of Ohio Agreements, Appendix Resale, Section 3.5.3.1).

133. In accordance with 47 C.F.R. § 51.615, CLECs may resell, at wholesale rates, an Ameritech grandfathered service to the same end user customer to whom Ameritech provides such service at the same end user location (Bullseye Telecom and TOTALink of Ohio Agreements, Appendix Resale, Section 2.4).[76]

134. 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) (Bullseye Telecom and TOTALink of Ohio Agreements, Appendix Resale, Section 3.8).

135. 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).[77] CLECs may avoid 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

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

[76] 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.

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

assumed, but terminated contract (Bullseye Telecom and TOTALink of Ohio Agreements, Appendix Resale, Section 3.15.3).

136. CLECs may assume Ameritech's existing retail end user contracts for resale to the same end user with no wholesale discount (Bullseye Telecom and TOTALink of Ohio Agreements, Appendix Resale, Section 3.15.2.3). CLECs may purchase an existing retail contract at the general wholesale discount for the purposes of reselling that contract to similarly situated customers but not for reselling to the same existing retail customer.[78]

PRICING

137. As discussed in the Currie affidavit, the PUCO has determined UNE prices based on a Total Element Long Run Incremental Cost ("TELRIC") 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 PUCO established prices for unbundled transport and unbundled loops in three defined geographic access areas which reflected the PUCO determined cost differences for each area. The rates contained in Ameritech's approved agreements (e.g., Bullseye Telecom Agreement and Telicor, Inc. Agreement), and those proposed in the Oh2A 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 PUCO determined were

[78] See In the Matter of the Application of AT&T Communications of Ohio, Inc.'s Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements With Ohio Bell Telephone Company dba Ameritech Ohio, Entry on Rehearing, Case No. 96-752-TP-ARB, Released May 8, 1997, Page 4.

incurred on a recurring basis; and 5) non-recurring costs are recovered through non-recurring charges.

138. With the exception of those prices that are awaiting a PUCO decision in Case Nos. 96-922 and 00-1368, as discussed herein, the prices contained in Ameritech's PUCO approved interconnection agreements (e.g., Bullseye TelecomAgreement), and in the pricing appendix of the Oh2A were established at or based on PUCO-determined levels, and they are based on Ohio-specific TELRIC costs, as modified by the PUCO.[79]

139. The following discussion describes the processes employed by Ameritech to establish prices, as reflected in 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.

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

140. 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 Currie affidavit, the PUCO 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 hearing process with participation from interested CLECs in PUCO Case No. 96-922-

[79] Case No. 96-922-TP-UNC, Opinion and Order, June 19, 1997, Order on Rehearing, dated September 19, 1997.

TP-UNC, the PUCO approved costs, and hence prices, for many unbundled network elements.

141. As discussed in the Currie affidavit, in PUCO Case No. 96-922 the PUCO established rates for interconnection and most UNEs. Further, in that case, costs for new offerings were reviewed via a full and thorough hearing and briefing process. Several of Ameritech's wholesale offerings are pending a PUCO decision.

142. In its pricing rules established in 1996 in the Local Competition First Report & Order, the FCC required states to establish prices for unbundled network elements "in at least three defined geographic areas within the state to reflect geographic cost differences."[80] Consistent with this FCC requirement in 47 C.F.R. § 51.507(f), the PUCO adopted prices for unbundled loops and unbundled dedicated transport in three defined geographic access areas which reflected the PUCO-determined cost differences for each access area, as discussed in the Currie affidavit.

143. As discussed in the Currie 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 cost recovery for combining elements. For combinations of network elements, the Oh2A reflects rates which Ameritech Ohio believes comply with the Act. The rates associated with combinations of network elements have been the subject of extensive proceedings before the PUCO in Case Nos. 96-222 and 00-1368 and are awaiting a decision.

[80] 47 C.F.R. § 51.507(f).

144. Unbundled Local Loops – Ameritech's prices for 2-wire and 4-wire analog and digital loops are flat-rated charges[81] approved in PUCO Case No. 96-922 (see, for example, Telicor, Inc. Agreement, Appendix Pricing-Ohio). The PUCO considered both forward-looking economic costs submitted by Ameritech that are consistent with the FCC's pricing rules, as well as modifications proposed by other parties in that proceeding. The Currie affidavit describes how Ameritech developed cost studies in support of UNEs, including loop costs. The rates for DS-3 unbundled loops and for subloops are awaiting PUCO approval in Case No. 00-1368.

145. Unbundled DSL Capable Loops – As discussed in the Silver Affidavit, Ameritech makes DSL-capable loops readily available to CLECs. Ameritech's prices for DSL-capable loops, which are in compliance with the FCC's and PUCO pricing rules, were adopted in PUCO Case No. 96-922. With regard to prices for unbundled xDSL loop conditioning, Ameritech's rates were the subject of extensive proceedings in that same case and are awaiting a PUCO decision.

146. 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). The Currie affidavit describes how Ameritech developed cost studies in support of the dedicated and shared transport facilities. As discussed above, the rates approved by the PUCO were based on 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 in PUCO Case No. 96-922. The rates for all the shared transport rate elements comply with the FCC's and

[81] 47 C.F.R. § 51.509(a).

PUCO's pricing rules and were the subject of extensive proceedings in the same case and are pending a PUCO decision.

147. 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, 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 Currie affidavit describes how Ameritech developed its cost studies for switching, transiting, and compensation. The rates for local/tandem switching were approved in PUCO Case No. 96-922.

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

149. Ameritech's pricing for both physical and virtual collocation reflects pricing required by the PUCO in Case No. 96-922. Pricing for shared cage and cageless collocation has been the subject of extensive proceedings in that same case, and are awaiting a PUCO decision.

TRANSPORT AND TERMINATION – 252(d)(2)

150. 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.

151. 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 PUCO established rates for transport and termination in its November 24, 1998 Order in PUCO Case 96-922 that are contained in interconnection agreements.[82]

RESALE – 252(d)(3)

152. 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.[83]

153. The PUCO established bifurcated wholesale discounts that apply to telecommunications services offered at retail to customers who are not telecommunications carriers pursuant to § 252(d)(3) of the Act. A specific wholesale discount applies if a CLEC purchases Ameritech's OS and DA services, and a greater wholesale resale discount applies if the CLEC does not purchase Ameritech's OS and DA services.[84] The Currie affidavit describes the avoided cost calculation method approved by the PUCO to establish avoided costs for the provision of resold telecommunications services. As the Currie affidavit states, the PUCO used an avoided cost calculation method consistent with the FCC's pricing rules to

[82] See, for example, Bullseye Telecom Agreement, and Telicor, Inc. Agreement, Pricing Schedule-OH.

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

[84] See footnotes 73 and 74 of this affidavit for citations to relevant PUCO decisions.

establish the bifurcated avoided cost discounts. The appropriate discount of either 20.29%, when the CLEC purchases Ameritech's OS and DA services, or 21.45% when the CLEC does not purchase Ameritech's OS and DA services, are reflected in the pricing contained in Ameritech's approved interconnection agreements (Bullseye Telecom, TOTALink of Ohio, and Telicor, Inc. Agreements, Ohio Pricing). As discussed in the Resale section of this affidavit, the discount also applies to promotional offerings for telecommunications services when promotions are offered for greater than 90 days.

154. As discussed in the Resale section of this affidavit, Ameritech's existing tariffed volume and term retail contracts and Individual Case Basis (ICB) contracts can be assumed by CLECs for the same customer, but with no avoided cost discounts.

CONCLUSION

155. 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.

DRAFT

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