

ICC Docket No. 00-0700  
Global Crossing Local Services, Inc.  
First Set of Data Requests No. 1

EXHIBIT 1

**Request:** Please refer to the Direct Testimony of Scott J. Alexander on Behalf of Ameritech Illinois, Ameritech Illinois Exhibit 3.0 (Alexander). Mr. Alexander states that the unbundled network element - platform ("UNE-P") is comprised of an unbundled loop and unbundled local switching with shared transport ("ULS-ST"). (Direct Testimony, Scott J. Alexander, p. 5, ll. 14-15). State whether the combination of the following network elements constitute the UNE-P:

- a. 2-Wire Basic Loop (Areas A, B or C) (Ill. C.C. No. 19, Section 2, 1<sup>st</sup> Rev. Sheet No. 7);
- b. ULS-ST Basic Line Port (Ill. C.C. No. 20, Part 19, Section 3, 1<sup>st</sup> Rev. Sheet No. 40);
- c. Directory Assistance, with Branding and related features (e.g., call completion) (Ill. C.C. No 20, Part 19, Section 7); and
- d. Operator Services, with Branding and related features (e.g., line information database query, busy line verification, busy line interrupt) (Ill. C.C. No. 20, Part 19, Section 8).

If the foregoing elements do not constitute a UNE-P that will enable a local exchange carrier to provide circuit switched, end-to-end voice telecommunication service, then identify specifically all network elements that do constitute the UNE-P and include citations to the currently effective tariffs of Ameritech Illinois where each such network element is defined and priced.

**Response:** In Scott J. Alexander's Direct Testimony cited (p. 5, ll. 14-15), Mr. Alexander is responding to the question "What is the existing unbundled network element platform (UNE-P). Part of Mr. Alexander's response was:

"The network elements that comprise 2-wire basic UNE-P are the unbundled local loop, and unbundled local switching with shared transport (ULS-ST)."

The rate elements related to the unbundled network elements that comprise existing 2-wire basic UNE-P, including citations to the currently effective tariffs, are the following:

- a. Loop Service Order Charge, \$13.17 NRC per order (Ill. C.C. No. 20, Part 19, Section 2, 1<sup>st</sup> Rev. Sheet No. 8);

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Global Crossing Local Services, Inc. ~~Scott J. Alexander~~ Scott J. Alexander  
Docket No. 00-0700  
Exhibit No. 1

Witness \_\_\_\_\_

Date 6/28/01 Reporter and

- b. 2-Wire Basic Loop: Loop Area A, \$2.59 MRC; Loop Area B, \$7.07 MRC; Loop Area C, \$11.40 MRC (Ill. C.C. No. 19, Section 2, 2<sup>nd</sup> Rev. Sheet No. 7);
- c. ULS-ST Basic Port Service Order Charge, \$16.37 NRC per occasion (Ill. C.C. No. 20, Part 19, Section 3, Orig. Sheet No. 41);
- d. ULS-ST Basic Line Port: \$5.01 MRC; (Ill. C.C. No. 20, Part 19, Section 3, 1<sup>st</sup> Rev. Sheet No. 40);
- e. Daily Usage Feed, \$0.000918 per message (Ill. C.C. No. 20, Part 19, Section 3, Orig. Sheet No. 42);
- f. ULS-ST Service Coordination Fee, \$1.15 MRC per bill per switch (Ill. C.C. No. 20, Part 19, Section 3, Orig. Sheet No. 42);
- g. ULS Billing Establishment Charge (if applicable, \$138.12 per carrier, per switch (Ill. C.C. No. 20, Part 19, Section 3, Orig. Sheet No. 42);
- h. ULS Originating Usage, \$0.000000 per MOU (Ill. C.C. No. 20, Part 19, Section 21, 1<sup>st</sup> Rev. Sheet No. 45);
- i. ULS Terminating Usage, \$0.000000 per MOU (Ill. C.C. No. 20, Part 19, Section 21, 1<sup>st</sup> Rev. Sheet No. 45);
- j. ULS-ST Blended Transport Usage, \$0.001262 per MOU (Ill. C.C. No. 20, Part 19, Section 21, 1<sup>st</sup> Rev. Sheet No. 45);
- k. ULS-ST Common Transport Usage, \$0.000809 per MOU (Ill. C.C. No. 20, Part 19, Section 21, 1<sup>st</sup> Rev. Sheet No. 45);
- l. ULS-ST Tandem Switching Usage, \$0.000215 per MOU (Ill. C.C. No. 20, Part 19, Section 21, 1<sup>st</sup> Rev. Sheet No. 45);
- m. ULS-ST Reciprocal Compensation, \$0.001100 per MOU (Ill. C.C. No. 20, Part 19, Section 21, 1<sup>st</sup> Rev. Sheet No. 45);
- n. ULS-ST SS7 Signaling Transport, \$0.000176 per message (Ill. C.C. No. 20, Part 19, Section 21, 1<sup>st</sup> Rev. Sheet No. 45);
- o. Ameritech Cross-Connection Service, \$0.14 MRC per cross-connect (Ill. C.C. No. 20, Part 23, Section 4, 1<sup>st</sup> Rev. Sheet No. 46);
- p. Loop Service Coordination Fee, \$1.15 MRC per bill per central office (Ill. C.C. No. 20, Part 19, Section 2, 1<sup>st</sup> Revised Sheet No. 8).

“Directory Assistance with Branding and related features” and “Operator Services, with Branding and related features” (Items in Data Request No. 1c. and d. above) can be optionally purchased by carriers and are not specifically part of the unbundled network element platform (UNE-P).

**Witness Responsible:**            **Scott J. Alexander**

**ICC Docket No. 00-0700**  
**Global Crossing Local Services, Inc.**  
**First Set of Data Requests No. 2**

**Request:** With regard to a combination of network elements consisting of a 2-wire basic loop, a ULS-ST basic line port, directory assistance and operator services, confirm that there are no charges other than those listed below in order for Ameritech Illinois to provision them to a CLEC as a UNE-P ("MRC" referring to monthly recurring charge, "NRC" referring to nonrecurring charges, and "MOU" referring to charges per minutes of use):

- a. 2-Wire Basic Loop: Loop Area A, \$2.59 MRC; Loop Area B, \$7.07 MRC; Loop Area C, \$11.40 MRC (Ill. C.C. No. 19, Section 2, 2<sup>nd</sup> Rev. Sheet No. 7);
- b. ULS-ST Basic Line Port: \$53.01 NRC; \$5.01 MRC; (Ill. C.C. No. 20, Part 19, Section 3, 1<sup>st</sup> Rev. Sheet No. 40);
- c. ULS-ST Service Coordination Fee, \$1.15 MRC per bill per central office (Ill. C.C. No. 20, Part 19, Section 3, Orig. Sheet No. 42);
- d. Loop Service Order Charge, \$13.17 NRC per order (Ill. C.C. No. 20, Part 19, Section 2, 1<sup>st</sup> Rev. Sheet No. 8);
- e. Line Connection Charge, \$25.08 NRC per termination (Ill. C.C. No. 20, Part 19, Section 2, 1<sup>st</sup> Revised Sheet No. 8);
- f. ULS-ST Basic Port Service Order Charge, \$16.37 NRC per occasion (Ill. C.C. No. 20, Part 19, Section 3, Orig. Sheet No. 41);
- g. ULS Originating Usage, \$0.000000 per MOU (Ill. C.C. No. 20, Part 19, Section 21, 1<sup>st</sup> Rev. Sheet No. 45);
- h. ULS Terminating Usage, \$0.000000 per MOU (Ill. C.C. No. 20, Part 19, Section 21, 1<sup>st</sup> Rev. Sheet No. 45);
- i. ULS-ST Blended Transport Usage, \$0.001262 per MOU (Ill. C.C. No. 20, Part 19, Section 21, 1<sup>st</sup> Rev. Sheet No. 45);
- j. ULS-ST Common Transport Usage, \$0.000809 per MOU (Ill. C.C. No. 20, Part 19, Section 21, 1<sup>st</sup> Rev. Sheet No. 45);
- k. ULS-ST Tandem Switching Usage, \$0.000215 per MOU (Ill. C.C. No. 20, Part 19, Section 21, 1<sup>st</sup> Rev. Sheet No. 45);
- l. ULS-ST Reciprocal Compensation, \$0.001100 per MOU (Ill. C.C. No. 20, Part 19, Section 21, 1<sup>st</sup> Rev. Sheet No. 45);
- m. ULS-ST SS7 Signaling Transport, \$0.000176 per message (Ill. C.C. No. 20, Part 19, Section 21, 1<sup>st</sup> Rev. Sheet No. 45);
- n. Daily Usage Feed, \$0.000918 per message (Ill. C.C. No. 20, Part 19, Section 3, Orig. Sheet No. 42);
- o. Operator Services, Line Information Data Base ("LIDB") Validation, \$0.016151 per query (Ill. C.C. No. 20, Part 19, Section 11, 1<sup>st</sup> Rev. Sheet No. 5);
- p. Operator Services, LIDB Transport, \$0.000510 per query (Ill. C.C. No. 20, Part 19, Section 11, 1<sup>st</sup> Rev. Sheet No. 5);

- q. Operator Services, Out of Region Query, \$0.062160 per query (Ill. C.C. No. 20, Part 19, Section 11, 1<sup>st</sup> Rev. Sheet No. 5);
- r. Operator Services, Manual Call Assistance, \$0.364 per MOU (Ill. C.C. No. 20, Part 19, Section 8, 2<sup>nd</sup> Rev. Sheet No. 10);
- s. Operator Services, Automated Call Assistance, \$0.018 per MOU (Ill. C.C. No. 20, Part 19, Section 8, 2<sup>nd</sup> Rev. Sheet No. 10);
- t. Operator Services, Busy Line Verification, \$0.936 per occurrence (Ill. C.C. No. 20, Part 19, Section 8, 2<sup>nd</sup> Rev. Sheet No. 10);
- u. Operator Services, Busy Line Interrupt, \$1.094 per occurrence (Ill. C.C. No. 20, Part 19, Section 8, 2<sup>nd</sup> Rev. Sheet No. 10);
- v. Operator Services, Branding, \$299.73 NRC per trunk group (Ill. C.C. No. 20, Part 19, Section 8, 2<sup>nd</sup> Rev. Sheet No. 10);
- w. Directory Assistance, rate per call, billed monthly: \$0.258 under basic one month plan; \$0.255 under 12-month plan; \$0.250 under 24-month plan; and \$0.245 under 36-month plan (Ill. C.C. No. 20, Part 19, Section 7, 1<sup>st</sup> Rev. Sheet No. 9).
- x. Directory Assistance, Call Completion, \$0.021 per completed call (Ill. C.C. No. 20, Part 19, Section 7, 2<sup>nd</sup> Rev. Sheet No. 8); and
- y. Directory Assistance, Branding, no charge if ordered with Operator Services Branding for same trunk group (Ill. C.C. No. 20, Part 19, Section 7, 2<sup>nd</sup> Rev. Sheet No. 8).

If any other charge does apply to the UNE-P described above, whether monthly, nonrecurring or usage, identify such charge and state the specific citations to the definition and rate for any such charge in Ameritech Illinois' currently effective tariffs.

**Response:** For the rate elements associated with the purchase of the existing UNE-P combination of unbundled loop (2-wire basic Loop) and unbundled local switching with shared transport (ULS-ST basic line port) see response to Data Request No. 1 above. The rate elements included in the Data Request No. 2, items "o" through "y" are not rate elements that constitute UNE-P but instead they are rate elements for optional services that can be optionally purchased by the CLEC if it chooses.

**Witness Responsible:**            **Scott J. Alexander**

**ICC Docket No. 00-0700**  
**Global Crossing Local Services, Inc.**  
**First Set of Data Requests No. 3**

**Request:** Confirm in the case of a purchase from Ameritech of unbundled operator services or directory assistance, or both, that no other elements are required, including, without limitation, custom routing or special trunking or termination facilities.

**Response:** CLECs purchasing UNE-P are not required to purchase custom routing, special trunking or termination facilities in order to purchase either Ameritech's operator services or directory assistance or both.

**Witness Responsible:**           **Scott J. Alexander**

**ICC Docket No. 00-0700**  
**Global Crossing Local Services, Inc.**  
**First Set of Data Requests No. 4**

**Request:** Please refer to the Direct Testimony of Scott J. Alexander on Behalf of Ameritech Illinois, Ameritech Illinois Exhibit 3.0 (Alexander). Mr. Alexander uses the term "migration." (Direct Testimony, Scott J. Alexander, p. 7, l. 5). Define the term "migration" or "migrate" as used by Ameritech Illinois, and state whether it applies to both migration of an end user from Ameritech Illinois to a CLEC and from a resale arrangement with a CLEC to the UNE-P.

**Response:** The terms "migrate" or "migration" refer to the situation where a CLEC requests that an end user's existing, working service be converted to an existing combination of loop-switch port network elements (i.e., existing UNE-P). In response to the second part of the question above, yes, those terms apply to existing working service migrations from Ameritech Illinois retail end users as well as existing, working resale lines provided by Ameritech Illinois to CLEC end users.

**Witness Responsible:**            **Scott J. Alexander**

**ICC Docket No. 00-0700**  
**Global Crossing Local Services, Inc.**  
**First Set of Data Requests No. 5**

**Request:** Confirm that the Loop Service Order Charge of \$13.17 does not apply in the case of a migration of an end user to the UNE-P. (Ill. C.C. No. 20, Part 19, Section 15, 1<sup>st</sup> Rev. Sheet No. 1).

**Response:** See response to 1 above.

**Witness Responsible:**           **Scott J. Alexander**

**ICC Docket No. 00-0700**  
**Global Crossing Local Services, Inc.**  
**First Set of Data Requests No. 6**

**Request:** Confirm that the Line Connection Charge of \$25.08 does not apply in the case of a migration of an end user to the UNE-P. (Ill. C.C. No. 20, Part 19, Section 15, 1<sup>st</sup> Rev. Sheet No. 1).

**Response:** See response to 1 above.

**Witness Responsible:** **Scott J. Alexander**

**ICC Docket No. 00-0700**  
**Global Crossing Local Services, Inc.**  
**First Set of Data Requests No. 7**

**Request:** Confirm that the Basic Port Service Order Charge of \$16.37 does not apply in the case of a migration of an end user to the UNE-P. (Ill. C.C. No. 20, Part 19, Section 15, 1<sup>st</sup> Rev. Sheet No. 1).

**Response:** See response to 1 above.

**Witness Responsible:** **Scott J. Alexander**

**ICC Docket No. 00-0700**  
**Global Crossing Local Services, Inc.**  
**First Set of Data Requests No. 8**

**Request:** Confirm that the ULS-ST Basic Line Port Charge, a nonrecurring charge of \$53.01, does not apply in the case of a migration of an end user to the UNE-P. (Ill. C.C. No. 20, Part 19, Section 15, 1<sup>st</sup> Rev. Sheet No. 1)

**Response:** See response to 1 above.

**Witness Responsible:** Scott J. Alexander

**ICC Docket No. 00-0700**  
**Global Crossing Local Services, Inc.**  
**First Set of Data Requests No. 9**

**Request:** Confirm that no cross connections are necessary in the case of a migration of an end user to the UNE-P.

**Response:** Cross connections are necessary to provide and maintain connectivity between the unbundled loop and ULS-ST port. In the case of a migration, the existing cross connection is used as part of the existing combination of network elements.

**Witness Responsible:**        **Scott J. Alexander**

**ICC Docket No. 00-0700**  
**Global Crossing Local Services, Inc.**  
**First Set of Data Requests No. 10**

**Request:** Please refer to the Direct Testimony of Scott J. Alexander on Behalf of Ameritech Illinois, Ameritech Illinois Exhibit 3.0 (Alexander). With regard to the issue of new and additional (i.e., second line) loops, Mr. Alexander states that if unbundled network elements ("UNEs") are not already actually, physically combined at the time of a request by a competitive local exchange carrier ("CLEC"), then Ameritech Illinois is not required to combine the UNEs for the CLEC. (Direct Testimony, Scott J. Alexander, p. 7, ll. 14-18; p. 8, ll. 1-3). Specify the work activities that CLEC personnel must perform in order to actually, physically combine elements consisting of unbundled local switching, shared transport and an unbundled loop.

**Response:** Ameritech Illinois provides CLECs with access to unbundled network elements (UNEs) in a manner that enables the CLEC to combine the UNEs. Generally, CLECs would combine network elements through the use of cross connect jumpers. However, it is up to the CLEC to determine the actual techniques it uses to combine the elements pursuant to the method of access selected. CLECs may combine UNEs either via collocation pursuant to interconnection agreement or tariff (Ill. C.C. No. 20, Part 23, Section 4) or via the terms and conditions offered in the SBC 13 State Generic Interconnection Agreement, Appendix UNE, Section 3, ACCESS TO UNE CONNECTION METHODS. This appendix is available to CLECs via SBC's CLEC Internet web site, and a copy of the current appendix is attached.



01Y Unbundled  
Network Elements...

**Witness Responsible:**            **Scott J. Alexander**

**ICC Docket No. 00-0700**  
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**First Set of Data Requests No. 11**

**Request:** Please refer to Appendix UNE to the SBC 13-State Generic Interconnection Agreement (attached as Exhibit SJA-1 to the Direct Testimony of Scott J. Alexander, Ameritech Illinois Exhibit 3.0 (Alexander), and herein referred to as "Appendix UNE"). Mr. Alexander refers to Section 3 of Appendix UNE as one of the means by which a CLEC may obtain access to UNEs to combine them itself. (Direct Testimony, Scott J. Alexander, p. 5, ll. 3-7). State whether Method 2, in Section 3.1.1.2 of Appendix UNE, is the means by which a CLEC purchasing the UNE-P without collocated equipment obtains "access to UNEs" as referred to in Mr. Alexander's testimony, and, if so, specify the cross connections that are referred to in Section 3.1.1.2 of Appendix UNE. If there are other means by which access to UNEs is available to CLECs then provide complete information as to those means.

**Response:** A CLEC "purchasing UNE-P without collocated equipment" may purchase existing UNE-P without collocation or the need to use one of the methods of access to UNEs. A CLEC using collocation or one of the other methods of access to UNEs would not purchase "UNE-P" from Ameritech Illinois; rather the CLEC would request the individual elements and perform the combining itself.

The "cross connection" referred to in 3.1.1.2 of Appendix UNE is the physical connection media (i.e., cabling) that would be required to extend the UNEs to the CLEC's UNE frame under Method 2.

Appendix UNE is attached to response to Data Request No. 10.

**Witness Responsible:**            **Scott J. Alexander**

**ICC Docket No. 00-0700**  
**Global Crossing Local Services, Inc.**  
**First Set of Data Requests No. 12**

**Request:** Please refer to the Direct Testimony of Scott J. Alexander on Behalf of Ameritech Illinois, Ameritech Illinois Exhibit 3.0 (Alexander). Mr. Alexander states that a CLEC does not need to be collocated in any Ameritech Illinois end office in order to obtain the existing UNE-P. (Direct Testimony, Scott J. Alexander, p. 6, ll. 15-16). State whether collocation is required in connection with a purchase of UNEs to be combined by the CLEC.

**Response:** Collocation is not required in connection with a purchase of UNEs to be combined by the CLEC. (See Appendix UNE Section 3). Collocation is described in Section 3 as method 1. Section 3 describes other methods that the CLEC may request to access the UNEs for the purpose of combining them.

**Witness Responsible:**        **Scott J. Alexander**

**ICC Docket No. 00-0700**  
**Global Crossing Local Services, Inc.**  
**First Set of Data Requests No. 13**

**Request:** State Ameritech Illinois' reasonable estimate of the amount of time between (1) Ameritech Illinois' receipt of a customer's request for a new or additional line and (2) the completion by Ameritech Illinois of the actual, physical combination of unbundled local switching with shared transport combined with a local loop.

**Response:** Ameritech Illinois objects to this data request on the basis that it is vague. The term "customer" is not defined (e.g., CLEC or end user) nor are the terms "new" or "additional line" defined. Notwithstanding this objection, and without waiving it, Ameritech Illinois answers as follows. Requests for new UNE-P (i.e., such as may be requested pursuant to Ameritech Illinois' promotional UNE-P offer) are completed with parity with respect to Ameritech Illinois retail orders requiring dispatch.

**Witness Responsible:**            **Scott J. Alexander**

**ICC Docket No. 00-0700**  
**Global Crossing Local Services, Inc.**  
**First Set of Data Requests No. 14**

**Request:** State whether in connection with a new or additional line provided by Ameritech Illinois cross connections are required, and, if so, specify the cross connections required.

**Response:** Cross connections are required to provide and maintain connectivity between the loop and switch port in order to provide service over a new or additional line. Ameritech Illinois will use an existing cross connection, where possible, to provide a new or additional line for a retail end user, a resale end user or existing UNE-P to a CLEC.

**Witness Responsible:**            **Scott J. Alexander**

**ICC Docket No. 00-0700**  
**Global Crossing Local Services, Inc.**  
**First Set of Data Requests No. 15**

**Request:** Please refer to Section 3.2.1 of Appendix UNE-P, attached as Exhibit SJA-1 to the Direct Testimony of Scott J. Alexander, Ameritech Illinois Exhibit 3.0 (Alexander). State the basis on which Ameritech Illinois requires 10 business days or more to provide a CLEC access to UNEs so that the CLEC may combine the elements itself.

**Response:** Section 3.2.1 does not state that “Ameritech Illinois requires 10 business days or more to provide a CLEC access to UNEs so that the CLEC may combine the elements itself.” Section 3.2.1 provides that SBC will respond in writing notifying the CLEC of the methods of access available in a central office within 10 business days, for requests involving up to three requested central offices. The basis of the 10 business day timeframe is consistent with the timeframe during which SBC must respond to CLEC requests for collocation space.

**Witness Responsible:**            **Scott J. Alexander**

**ICC Docket No. 00-0700**  
**Global Crossing Local Services, Inc.**  
**First Set of Data Requests No. 16**

**Request:** Describe the “administrative Telecommunication Service” that Ameritech Illinois requires at each facility as referred to in Section 3.2.14 of Appendix UNE, attached as Exhibit SJA-1 to the Direct Testimony of Scott J. Alexander, Ameritech Illinois Exhibit 3.0 (Alexander).

**Response:** Section 3.2.14 requires that the CLEC “shall provide” its own basic telephone line, for its own administrative use on Ameritech Illinois’ premises. This is to prevent the use of cellular phones in equipment areas and avoid CLEC requests to use Ameritech Illinois’ administrative lines provided to central office employees. If the CLEC does not choose to have an administrative service line, then 3.2.14 does not otherwise require one.

**Witness Responsible:**           **Scott J. Alexander**

**ICC Docket No. 00-0700**  
**Global Crossing Local Services, Inc.**  
**First Set of Data Requests No. 17**

**Request:** Specify the non-recurring charges of Ameritech Illinois that do not apply when a CLEC is combining UNEs itself; for example, the Line Connection Charge, Ill. C.C. No. 20, Part 19, Section 2, 3<sup>rd</sup> Rev. Sheet 6.

**Response:** A CLEC ordering individual unbundled network elements would pay all applicable nonrecurring charges for each element ordered pursuant to their specific interconnection agreement or tariff Ill. C.C. No. 20, Part 19.

**Witness Responsible:**            **Scott J. Alexander**