

June6, 2000

Don Davis
Vice President Industry Policy
Z-Tel Communications, Inc.
601 S. Harbour Island Blvd., Ste.220
Tampa, Fl 33602

Dear Don,

Enclosed is a copy of the Joint Petition for the Interconnection Agreement between Z-Tel Communications, Inc. and Ameritech Illinois for signature. Our Commission also requires Verification from both parties, signed and notarized. Please prepare and include your Verification. A sample of our Verification is included in package.

Please return the signed Joint Petition and your Verification to me overnight mail.

My mailing address is:

Mary C. Velez
Ameritech
225 West Randolph, Room 29C
Chicago, Il 60606

Any questions, please feel free to call me on 312 551-9150.

Sincerely,

Enclosures

June 14, 2000

Ms. Donna Caton, Chief Clerk
Illinois Commerce Commission
527 East Capitol Avenue
Springfield, Illinois 62794-9280

Dear Ms. Caton,

Enclosed please find for filing with the Commission three copies of the Joint Petition for Approval of the Interconnection Agreement between Z-Tel Communications, Inc. and Ameritech Illinois.

Please acknowledge receipt by returning the extra copy of this letter.

Sincerely,

Enclosures

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

ILLINOIS BELL TELEPHONE COMPANY)
 (Ameritech Illinois))
 and Z-TEL COMMUNICATIONS, INC.)
) 00 - _____
 Joint Petition for Approval of an)
 Interconnection Agreement dated May 12, 2000,)
 pursuant to 47 USC. § 252)

**JOINT PETITION FOR APPROVAL OF AN
 INTERCONNECTION AGREEMENT BETWEEN
Z-TEL COMMUNICATIONS, INC. AND AMERITECH ILLINOIS**

Illinois Bell Telephone Company (“Ameritech Illinois”) and Z-Tel Communications, Inc. (“Z-Tel”), through their respective counsel and pursuant to Section 252(e) of the Telecommunications Act of 1996 47 USC. § 252(e), (the “Act”), hereby request that the Commission review and approve on an expedited basis the attached Interconnection Agreement dated May 12, 2000 (“Agreement”), which has been adopted by Z-Tel pursuant to Section 252(i) of the Act. Expedited approval is requested so that Z-Tel and Ameritech Illinois may proceed to operate promptly under the terms of the Agreement. In support of their request, the parties state as follows:

1. The Agreement is a result of Z-Tel’s adoption of the terms of the arbitrated Interconnection Agreement, as amended between Ameritech Illinois and AT&T Communications of Illinois, Inc. pursuant to Section 252(i) of the Act. The Commission has already reviewed and approved that agreement.

2. As set forth in the attached Verified Statement of Willena D. Slocum, Ameritech Illinois will make the Agreement available to any other telecommunications carrier operating within its territory. Other carriers are also free to negotiate their own terms and conditions pursuant to the applicable provisions of the Act. For this reason, the Agreement is not discriminatory.

3. In addition, Ms. Slocum's Verified Statement demonstrates that implementation of the Agreement is consistent with the public interest because it will promote facilities-based local exchange competition and enhance Z-Tel's ability to provide Illinois telecommunications users with a facilities-based, competitive alternative for local telephone services.

4. Copies of the Agreement are available for public inspection in Ameritech Illinois and Z-Tel's public offices.

WHEREFORE, Ameritech Illinois and Z-Tel Communications, Inc. respectfully request that the Commission approve the attached interconnection Agreement under Section 252(e) of the Act as expeditiously as possible.

Respectfully submitted this _____ day of June, 2000

AMERITECH ILLINOIS

Z-Tel Communications, Inc.

Mark Kerber
Ameritech Services, Inc.
225 West Randolph Street, 29B
Chicago, Illinois 60606
(312) 727-7140
Counsel

Don Davis
Z-Tel Communications, Inc.
601 S. Harbour Island Blvd. Ste. 220
Tampa, FL 33602
(813) 233-4615
Vice President Industry Policy

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

ILLINOIS BELL TELEPHONE COMPANY)
 (Ameritech Illinois))
 and Z-Tel Communications, Inc.)
) 00 - _____
 Joint Petition for Approval of an)
 Interconnection Agreement dated May 12, 2000,)
 pursuant to 47 USC. §§ 252 (a)(1) and 252(e))

STATEMENT IN SUPPORT OF JOINT PETITION FOR APPROVAL

I, Willena D. Slocum, am Project Manager-Contract Negotiations Support for Southwestern Bell Telephone Company/Illinois Bell Telephone Company Negotiations and Interconnection, and submit this Statement in support of the Joint Petition for Approval of a Negotiated Interconnection Agreement between Z-Tel Communications, Inc. and Ameritech Illinois.

The attached interconnection agreement (the "Agreement") between Illinois Bell Telephone Company ("Ameritech Illinois") and Z-Tel Communications, Inc. ("Z-Tel") represents Ameritech Illinois' compliance with Z-Tel's statutory rights under Section 252(i) of the Act. Accordingly, Ameritech Illinois and Z-Tel request approval pursuant to Sections 252(a)(1) and 252(e) of the Telecommunications Act of 1996 (sometimes referred to as the "Act").

In accordance with Section 252(i) of the Act, Z-Tel adopted in its entirety the terms of the Agreement between Ameritech Illinois and AT&T Communications of Illinois, Inc. dated as of May 12, 2000. The Agreement shall expire January 14, 2002. The Agreement establishes the financial and operational terms for: the physical interconnection between Ameritech Illinois' and Z-Tel's networks based on mutual and reciprocal compensation; unbundled access to Ameritech Illinois' network elements, including Ameritech Illinois' operations support system functions; physical collocation; number portability; resale; and a variety of other

business relationships. Upon expiration of the initial term, the Agreement shall automatically be renewed for additional one (1) year periods (“renewal term”) unless a Party delivers to the other Party written notice of termination of the Agreement at least one hundred twenty (120) days prior to the expiration of the initial term or a renewal term. The key provisions of the Agreement are summarized as follows:

Interconnection

Interconnection is mutual. The parties, including fiber-meet using SONET technology will make physical interconnection through either (i) collocation; or (ii) any other technically feasible interconnection method agreed upon. Interconnection will assure seamless transfer of calls between the parties’ respective customers. Interconnection Performance Benchmarks have been mutually agreed to by the Parties. Emergency 911/E911-service interconnection will be provided where Z-Tel Communications, Inc. is authorized to provide local exchange services and Ameritech Illinois is the 911/E911-service provider.

Local and intraLATA toll traffic will be delivered over the same trunk groups with verification procedures for distinguishing the nature of such traffic. The trunks for local and intraLATA toll traffic shall be provided via one-way trunk groups or upon mutual agreement of the Parties, two-way trunk groups. Jointly established two-way access toll connecting trunks will allow for the joint provision of exchange access, including nontranslated 800/888, 976 traffic, and parallel existing meet point billing arrangements. Ancillary trunk groups will be utilized for directory assistance, operator services and 911/E911 service.

Busy Line Verification / Busy Line Verification Interrupt traffic will be accommodated. Although it is Ameritech Illinois’ position that it is not required by the Act to offer transit service, Ameritech Illinois Transit Service will be provided as part of the Agreement for the delivery of traffic from other LECs and CMRS providers in Illinois to Z-Tel Communications, Inc. and from Z-Tel Communications, Inc. to those other LECs and CMRS providers. This will allow customers of Z-Tel Communications, Inc. to reach customers of other LECs and CMRS providers in Illinois, and vice versa, immediately upon implementation of the Agreement.

Compensation for the interconnection is reciprocal with each party paying the other the same amount for each call that terminates on the other’s network, subject to 47 C.F.R. Section 51.711(b). Local traffic (Bands A and B) will be billed for such transport and termination at the rates in the Agreement listed at Item II of the Pricing Schedule. Switched access rates from the applicable federal and state tariffs will apply to intraLATA Band C and toll traffic. Meet point billing (Multiple Bill/Single Tariff) will be made for exchange access.

The Agreement provides for a bona fide request process whereby Z-Tel Communications, Inc. and Ameritech Illinois can request interconnection at points in each other’s network other than those specified in the Agreement.

Unbundled Network Elements

Unbundled access to Loops, Network Interface Devices, Switching Capabilities (Local & Tandem), Interoffice Transmission Facilities, Signaling Links and Call Related Databases, Operations Support Systems, and Operator Services and Directory Assistance is made available under the Agreement. Loops, which Ameritech Illinois currently offers, on an unbundled basis will continue to be offered upon implementation of the Agreement. In addition, other loop types listed in Schedule 9.2.1 of the Agreement will be available. With the exception of Network Interface Devices, access to unbundled Network Elements generally will be via collocation. Custom access to unbundled Network Elements can be requested and made available pursuant to a bona fide request process.

There are recurring and non-recurring charges for unbundled Network Elements. Rates and charges for all unbundled Network Elements provided under the Agreement are listed in the Pricing Schedule of the Agreement.

The Agreement provides for specific provisioning, performance and service quality requirements for unbundled access.

Other Network Elements

The Agreement provides for a bona fide request process where Z-Tel can request access to an Ameritech network element that is not already available under the Agreement.

Collocation

The Agreement provides for collocation for interconnection and access to network elements as required by the Act. Physical collocation is provided where space permits. Where physical space is not available, or is not practical for technical reasons, virtual collocation will be made. Prices charged to Z-Tel for physical collocation are set forth at Item VII of the Pricing Schedule of the Agreement. Ameritech Illinois will also provide Z-Tel collocation for the placement of microwave transmission facilities pursuant to Article XII of the Agreement.

Number Portability

The Agreement provides for reciprocal interim number portability via remote call forwarding, direct-inward-dialing or through NXX Migration. This will allow customers to keep their telephone numbers when they switch service providers. Cost recovery shall be in a competitively neutral manner, as determined by the Commission. Migration to Permanent

Number Portability shall occur as soon as practical but no later than the date provided by the FCC.

Resale

Resale is available to Z-Tel in accordance with the terms, conditions and rates specified in Ameritech's Resale Local Exchange Service tariff, Ill. C.C. No. 19, Part 22 and Ill. C.C. No. 20, Part 22. Resale performance benchmarks are set forth in Schedule 10.9.2 of the Agreement.

Other Services

Z-Tel's primary listings shall be included in Ameritech Illinois' White Pages Directories pursuant to certain terms and conditions and Section 251(b)(3) of the Act. Access to Poles, Ducts, Conduits and Rights-Of-Way are provided pursuant to Sections 251(b)(4) and 224 of the Act.

Under the Act, the Commission may reject the Agreement only if the Agreement or a portion thereof "... discriminates against a telecommunications carrier not a party to the agreement" or "... implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity". Because the original Agreement was the product of voluntary negotiation, it does not have to comply with the standards set forth in Sections 251(b) and (c), thus rendering inapplicable the pricing standards set forth in Section 252(d).

The Agreement is not discriminatory. Ameritech Illinois will make this Agreement available to any other telecommunications carrier operating within Ameritech Illinois' service territory. Other telecommunications carriers can negotiate their own arrangements pursuant to the applicable provisions of the Act.

The Agreement is consistent with the public interest, convenience and necessity. It is a comprehensive agreement that tailors the interconnection and service arrangements previously approved by the Commission for facility based competition to meet the individual needs of the parties and thereby will promote facility-based, local exchange competition -- one of the primary purposes of the Act and a long-standing goal of this Commission. The Agreement will enhance Z-Tel's ability to quickly begin providing residential and business subscribers in Ameritech Illinois' service territory with a facilities-based, competitive alternative for their local exchange service. Under the Agreement, customers will be able to choose Z-Tel

instead of Ameritech Illinois for their local service, they will be able to change companies without changing telephone numbers, and they will be able to call Z-Tel Communications, Inc.'s customers and customers of other LECs without dialing special codes.

The Agreement meets all the requirements of the Act and the Commission should approve it.