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October 21, 2014

Mrs. Barcy McNeal  
Commission Secretary  
The Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, OH 43215

Re: Case No. 07-464-TP-UNC  
Case No. 90-5032-TP-TRF

Dear Mrs. McNeal:

On October 17, 2014, tariff pages for the Ameritech Operating Companies were filed with the Federal Communications Commission under Transmittal No. 1816. This filing in the FCC No. 2 Tariff became effective on October 18, 2014.

With this filing Ameritech introduces a Special Access Service Offer (Contract Offer No. 214), an access discount pricing plan.

These tariff pages can also be viewed on the FCC website at <http://svartifoss2.fcc.gov>. Once you have accessed the page, please follow the following steps to access this filing:

1. Click on FCC Electronic Filing and Public Access Systems.
2. Click on Electronic Tariff Filing System (ETFS).
3. Click on Public Access.
4. Click on the Browse Filed Tariff Documents block.
5. Click on the Browse Filed by an ILEC block.
6. Click on Ameritech Services.
7. Click on FCC 2 – Access Services.
8. Locate tariff pages for Transmittal No. 1816 and click on the block showing "Acrobat PDF" (third column from the left).

This process will provide you with the specific pages filed for Ohio.

Should you have any questions or require additional information, please contact me at (216) 822-0086.

Very truly yours,

/s/ *Maryann Mackey*

Director, Regulatory



Patrick Doherty  
Director – Access Regulatory  
Affairs  
Four AT&T Plaza  
Room 1921  
Dallas, Texas 75202

FRN: 0020-5728-30

October 17, 2014

Transmittal No. 1816

Ms. Marlene H. Dortch  
Secretary  
Federal Communications Commission  
Washington, D.C. 20554

Attention: Wireline Competition Bureau

The accompanying tariff material, issued by Ameritech Operating Companies (Ameritech) and bearing Tariff F.C.C. No. 2, is sent to you for publication in compliance with Sections 61.49, 61.55, 61.58(c), and 69.727 of the Commission's Rules and the requirements of the Communications Act of 1934, as amended. This filing is being submitted on one day's notice in compliance with Section 61.58(c) of the Commission's Rules and the requirements of the Communications Act of 1934, as amended.

This filing, being issued under the authority of Special Permission No. 14-013, and scheduled to become effective October 18, 2014, consists of tariff pages as indicated on the following Check Sheets:

Tariff F.C.C. No.  
2

Check Sheet Revision No.  
1641st Revised Page 1  
18th Revised Page 1.25

With this filing Ameritech is proposing to introduce a Special Access Service Offer (Contract Offer No. 214), an access discount pricing plan for which concurrent subscription is required to the following Access Tariffs: BellSouth Telecommunications LLC (BellSouth) Tariff F.C.C. No. 1, Contract Offer No. 83; Nevada Bell Telephone Company (NBTC) Tariff F.C.C. No. 1, Contract Offer No. 32; Pacific Bell Telephone Company (PBTC) Tariff F.C.C. No. 1, Contract Offer No. 168; and Southwestern Bell Telephone Company (SWBT) Tariff F.C.C. No. 73, Contract Offer No. 188 (collectively, the "Concurrently Subscribed Contract Offers").


This Contract Offer is available for subscription from October 18, 2014 through November 18, 2014. This Contract Offer is not renewable.

In accordance with Section 61.14, this transmittal letter and associated attachments are being filed electronically today via the Federal Communications Commission's Electronic Tariff Filing System (ETFS) in compliance with the electronic filing procedures.

Payment in the amount of \$910.00 has been electronically transmitted to the U.S. Bank in St. Louis, Missouri, in accordance with the fee program procedures. The Form 159 is being transmitted electronically via ETFS as a proprietary document. These actions have been committed on the date established as the issued (filed) date as reflected above.

Personal or facsimile service petitions against this Transmittal, as required under Section 1.773(a)(4) of the Commission's Rules, should be sent to Rosemary Chambers, Associate Director – Rates/Tariffs, Four AT&T Plaza, Room 1940.01, Dallas, Texas 75202, facsimile number (214) 858-0639. All other correspondence and inquiries concerning this Transmittal should be addressed to Anisa A Latif, Associate Director-Federal Regulatory, 1120 20th St., 10th Floor, Washington, D.C. 20036, facsimile number (202) 457-3071.

Sincerely,

A handwritten signature in black ink, reading "Patrick R. Doherty". The signature is written in a cursive style with a large, stylized "P" and a long, sweeping underline.

Attachments:

Transmittal Letter  
Tariff Pages

Title pages 1 and 2 and pages 1 to 846 inclusive of this tariff are effective as of the date shown.  
Original and revised pages as named below and Supplement No. 341 contain all changes from the original tariff that are in effect on the date hereof.

Page	Number of Revision Except as Indicated	Page	Number of Revision Except as Indicated	Page	Number of Revision Except as Indicated
Title 1	4th	7	6th	19.3	8th
Title 2	11th	7.1	4th	19.4	1st
1	1641st*	8	15th	20	10th
1.1	363rd	8.1	5th	20.1	5th
1.2	333rd	9	24th	20.2	4th
1.3	291st	9.1	1st	21	4th
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1.9	157th	13	6th	25.2	1st
1.10	49th	13.1	6th	26	3rd
1.11	62nd	13.2	10th	27	9th
1.12	37th	13.3	13th	28	11th
1.13	15th	13.4	21st	28.1	5th
1.14	28th	13.5	37th	29	1st
1.15	64th	13.6	39th	30	Original
1.15.1	5th	13.7	44th	31	Original
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1.17	24th	13.8.1	23rd*	33	Original
1.18	33rd	13.9	5th	34	4th
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1.20	44th	15	16th	35	5th
1.21	45th	15.1	11th	35.1	1st
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1.25	18th*	16.1.1	Original	37.1	4th
2	6th	16.2	9th	37.2	7th
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4	17th	16.5	Original	37.5	2nd
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5	18th	16.7	3rd	38.1	11th
5.1	20th	17	1st	38.2	6th
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6.2	6th	19.2	15th		

\* New or Revised Page

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ACCESS SERVICE  
CHECK SHEETS (Cont'd)

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22-1753	Original	24-19	2nd	26-7	2nd		
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22-1758	Original*	24-23.1	2nd	26-12	2nd		
22-1759	Original*	25-1	4th	26-13	2nd		
22-1760	Original*	25-2	Original	26-14	2nd		
22-1761	Original*	25-3	Original	26-15	2nd		
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23-8	3rd	25-14	2nd	26-26	3rd		
23-9	3rd	25-14.1	Original	26-27	2nd		
23-10	4th	25-15	1st	27-1	3rd		
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24-4	6th	25-17.10	Original	27-14	2nd		
24-5	4th	25-17.11	Original	27-15	2nd		
24-6	4th	25-17.12	Original	27-16	2nd		
24-7	4th	25-17.13	Original	27-17	2nd		
24-8	3rd	25-17.14	Original	27-18	2nd		
24-9	4th	25-18	1st	27-19	2nd		
24-10	6th	25-19	2nd	27-20	2nd		
24-11	4th	25-20	1st	27-21	2nd		
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22.	<u>Pricing Flexibility Contract Offerings</u>	(N)
22.218	<u>Contract Offer No. 218 – DS1 and DS3 Service Offer</u>	(N)
22.218.1	<u>General Description</u>	(N)
	The Special Access Service Offer (Contract Offer No. 218, or Contract Offer) is a Service Level Agreement offer for which concurrent subscription is required to this Contract Offer and the following Access Tariffs: Southwestern Bell Telephone Company (SWBT) Tariff F.C.C. No. 73, Contract Offer No. 188; Nevada Bell Telephone Company (NBTC) Tariff F.C.C. No. 1, Contract Offer No. 32; Pacific Bell Telephone Company (PBTC) Tariff F.C.C. No. 1, Contract Offer No. 168; and BellSouth Telecommunications, LLC (BellSouth) Tariff F.C.C. No. 1, Contract Offer No. 83 (collectively, with this Contract Offer No. 218, the “Concurrently Subscribed Contract Offers”). BellSouth, NBTC, PBTC, SWBT and the Telephone Company may be identified as the “Qualified Companies.”	(Nx)
	This Contract Offer permits Customers that meet the Eligibility Criteria in Section 22.218.3 and otherwise comply with the terms and conditions of this Contract Offer to receive credits as provided in Section 22.218.5 below. Subject Services are available under this Contract Offer in the Metropolitan Statistical Areas (MSA) listed in Section 22.218.2 (B).	(N)
	This Contract Offer is available for subscription from October 18, 2014 through November 18, 2014. This Contract Offer is not renewable.	
22.218.2	<u>Subject Services</u>	
	(A) This Contract Offer applies to pricing flexibility qualified services contained in the following tariff section: Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Sections 7 and 21 – DS1 High Capacity Service and DS3 High Capacity Service (Subject Services).	
	(B) Subject Services must be located in the Pricing Flexibility MSAs for which the Telephone Company has been granted pricing flexibility relief, as listed in Ameritech Tariff F.C.C. No. 2, Section 21 and in the Pricing Flexibility Phase I MSAs listed in Table A, below. During the Term Period of this Contract Offer, if the Telephone Company is granted pricing flexibility relief in additional MSAs not listed in Section 21 at the time of subscription, the Customer may, at its option, include Subject Services eligible for the discounts under this Contract Offer No. 218. Pricing Flexibility Phase I MSAs are listed below:	
	x – Issued under the Authority of Special Access No. 14-013 of the F.C.C.	(N)

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## ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.218 Contract Offer No. 218 – DS1 and DS3 Service Offer (Cont'd)22.218.2 Subject Services (Cont'd)

(B) (Cont'd)

Table A

State	City
IL	Davenport/Rock Island/Moline
IL	St. Louis
IN	Fort Wayne
IN	Non-MSA
OH	Youngstown-Warren
WI	Non-MSA

22.218.3 Eligibility Criteria

To subscribe to Contract Offer No. 218, the Customer must meet the following eligibility criteria:

- (A) During the twelve (12) months prior to the Customer's subscription to this Contract Offer, the Customer must have purchased Subject Services and other services from the Qualified Companies and any of their affiliates, in the aggregate, for which recurring charges exceeded \$400,000,000.
- (B) During the month prior to the Customer's subscription to this Contract Offer, the Customer must have the following Subject Services in service:
  - (1) No fewer than twenty eight hundred (2,800) and no more than thirty two hundred (3,200) DS3 interstate special access circuits from the Qualified Companies.
  - (2) No fewer than forty four thousand hundred (44,000) and no more than forty eight thousand (48,000) DS1 special access circuits from the Qualified Companies.

(N)

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## ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.218 Contract Offer No. 218 – DS1 and DS3 Service Offer (Cont'd)22.218.4 Terms and Conditions(A) Term Period

The term of this Contract Offer (Term Period) shall begin on the date the Customer submits a signed Letter of Subscription (LOS) to the Telephone Company (Subscription Date) and expire on June 20, 2016. Each period of twelve (12) months, beginning from the Subscription Date, is referred to as a "Term Year." As clarification, but not to modify the foregoing sentence, the period from the second anniversary of the Subscription Date through June 20, 2016, shall not be considered a Term Year.

(B) General Terms and Conditions

- (1) Subject Services are subject to certain rates, charges and general terms and conditions in other sections of Ameritech Tariff F.C.C. No. 2, (Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services), and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period. However, such tariff modifications will not change the Terms and Conditions described in Contract Offer No.218.
- (2) All terms and conditions for the Subject Services provided under this Contract Offer are governed by the otherwise applicable tariff sections, except as provided herein.
- (3) To subscribe to this Contract Offer, the Customer must provide a signed Letter of Subscription (LOS) to the Telephone Company, which must include a list of eligible Access Customer Name Abbreviations (ACNAs). All Subject Services under this Contract Offer must be purchased under such ACNAs. Subject Services ordered or purchased under other ACNAs may not be transferred to or converted for inclusion under this Contract Offer.
- (4) Commingling (as defined in Ameritech Tariff F.C.C. No. 2, Sections 2.6) of Subject Services provided pursuant to this Contract Offer No. 218 is prohibited.

(N)

(This page filed under Transmittal No. 1816)

## ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.218 Contract Offer No. 218 – DS1 and DS3 Service Offer (Cont'd)22.218.5 Service Level Assurance

(A) Service Level Assurance (SLA). The Customer may be eligible for credits if certain Service Level Assurance (SLA) benchmarks are not achieved by the Qualified Companies, as provided below. SLA benchmark measurements will be calculated in the aggregate, for all DS1, DS3 and SONET<sup>1</sup> interstate special access services provided by the Qualified Companies during each Term Year (SLA Included Services). SLA benchmark measurements will be calculated according to the Qualified Companies generally applicable business rules and criteria associated with each of the SLA benchmark measurements. The SLA benchmarks will apply to SLA Included Services on a combined basis. SLAs will apply to the following service performance measurements:

- (1) Mean Time to Repair (MTTR). "Mean Time to Repair" means the sum of the "Receipt to Restore Durations" of "Total Trouble Reports" divided by the number of Total Trouble Reports. "Total Trouble Reports" means all closed Customer trouble reports. "Receipt to Restore Duration" means the number of minutes (converted to hours) from the date and time each such trouble report is received by the Qualified Companies to the date and time each such trouble report is closed.
- (2) On Time Delivery. "On Time Delivery" means the percentage of "A" (add) orders for which the Firm Order Confirmation (FOC) Committed Due Date (CDD) was met. This measurement excludes any orders for which a due date was not met due to Customer Not Ready (CNR) or other delays not caused by the Telephone Company.
- (3) New Circuit Failure Rate. "New Circuit Failure Rate" means the percentage of total new circuits that are subject to trouble reports within thirty (30) calendar days after the date of installation.
- (4) Repeat Reports within 30 Days. "Repeat Reports within 30 Days" means the percentage of closed trouble reports for any circuit that are received within thirty (30) calendar days after the restoral date of a prior closed trouble report for the same circuit.

<sup>1</sup> AT&T Interstate Access Guidebook Part 6 – Special Access Services Midwest Section 21.3. Optical Carrier Network (OCN) Point-to-Point, Dedicated SONET Ring Service (DSRS), GigaMAN®, DecaMAN®, WaveMAN<sup>SM</sup>, OPT-E-MAN Service and AT&T Switched Ethernet Services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. 07-180 released October 12, 2007, services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at [www.att.com/guidebook](http://www.att.com/guidebook).

(N)

(This page filed under Transmittal No. 1816)

## ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.218 Contract Offer No. 218 – DS1 and DS3 Service Offer (Cont'd)22.218.5 Service Level Assurance (Cont'd)

- (B) SLA Measurements and Benchmarks. If the Qualified Companies fail to achieve the benchmarks set forth in Table B, below, the Customer will be eligible for SLA Credits as provided in Section 22.218.5(C), below. These SLA Credits are subject to the same limitations and exclusions that apply to credit allowances for service interruptions, as provided in Section 2.4.4(C) of this Ameritech Tariff F.C.C. No. 2.

Table B SLA Measurements and Benchmarks

<u>Measurement</u>	<u>Benchmark</u>
MTTR	≤ 4.5 hours
On Time Delivery	95%
New Circuit Failure Rate	4.5%
Repeat Reports within 30 Days	14.5%

- (C) SLA Credits. Within ninety (90) days after the end of each Term Year, the Qualified Companies will provide the Customer with a report of performance for the SLA benchmarks set forth in this Contract Offer. If the Qualified Companies fail to achieve the benchmarks, the Qualified Companies will issue SLA Credits to the Customer as set forth in Table C, below (SLA Credits). A single SLA Credit will apply per SLA benchmark, per Term Year, for the Qualified Companies in the aggregate. Any SLA Credits will be issued to the Customer within ninety (90) days after the end of each Term Year.

Table C—SLA Performance Credits

<u>Measurement</u>	<u>Credit if Benchmark Not Achieved Met</u>
MTTR	\$50,000
On Time Delivery	\$50,000
New Circuit Failure Rate	\$50,000
Repeat Reports within 30 Days	\$50,000

For each SLA benchmark the Qualified Companies fail to achieve, the Qualified Companies will issue an SLA Credit of \$50,000. A maximum of \$200,000 in SLA Credits may apply for any Term Year.

(N)

(This page filed under Transmittal No. 1816)

## ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.218 Contract Offer No. 218 – DS1 and DS3 Service Offer (Cont'd)22.218.6 Assignment/Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer pursuant to Ameritech Tariff F.C.C. No. 2, Section 2.1.2, the Qualified Companies will acknowledge such transfer or assignment if the criteria in Ameritech Tariff F.C.C. No. 2, Section 2.1.2 are fulfilled, unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (A), (B) or (C), below, or 2) if the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

- (A) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than fifty (50) percent of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission; or

If any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade,

- (B) The proposed assignee or transferee or its parent does not have any outstanding securities rated by credit rating agencies, e.g. Standard and Poor's, but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated:

- (1) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or
- (2) "high risk" in a Paydex score as published by Dun and Bradstreet.

- (C) If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsections (A) or (B) of this Section 22.218.6 is not available, the Qualified Companies shall exercise their reasonable discretion in determining the credit worthiness of the assignee or transferee based on any information available.

(N)

(This page filed under Transmittal No. 1816)

## ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.218 Contract Offer No. 218 – DS1 and DS3 Service Offer (Cont'd)22.218.7 Mergers and Acquisitions

All provisions of this Contract Offer shall continue in full force and effect if the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all of its stock or assets to any other entity, or purchases all stock or substantially all stock or certain assets of another company (the foregoing generally referred to herein as a merger or acquisition). Upon the Transaction Close Date of the merger or acquisition, if the other company involved in the merger or acquisition also purchases Subject Services from the Qualified Companies, the Subject Services, as provided for in this Contract Offer, will continue to be maintained at the same volume, rates, Terms and Conditions as outlined herein. The Transaction Close Date shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased.

22.218.8 Divestiture of a Qualified Company

If all or substantially all of the stock or assets of any Qualified Company are transferred, directly or indirectly, to any entity that does not control, is not controlled by, or is not under common control with AT&T Inc. (any of which may be generally referred to as a sale), then effective upon the "Divestiture Date" of the transaction (as defined in this paragraph), Section 5 of each of the Concurrently Subscribed Contract Offers shall no longer apply to any Qualified Company subject to such a sale, and services provided by any Qualified Company subject to such a sale shall no longer be included in the determination of SLA measurements and benchmarks. Section 5 of each of the Concurrently Subscribed Contract Offers shall otherwise continue to apply according to its terms and conditions. "Divestiture Date" means the date that the relevant transaction is complete.

(N)

(This page filed under Transmittal No. 1816)

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**10/21/2014 12:23:18 PM**

**in**

**Case No(s). 90-5032-TP-TRF, 07-0464-TP-COI**

Summary: Letter of Notification to update F.C.C. Tariff No. 2 pages electronically filed by Maryann Mackey on behalf of AT&T Ohio