ACOI Service Order Charge

	A	B	C	D		E	
	Work Group	Preparing Estimate (hours)**	Travel Time (in hours)	Labor Rate (per hour)***		Total NRC D x (B+C)	
1	Collocation Coordinator	1	0	$	52.69	$	52.69
2	CSPEC	1	0	$	52.69	$	52.69
3	Real Estate	1	0	$	65.00	$	65.00
4	Account Mgr. IIS	0.25	0	$	62.80	$	15.70
5	Service Rep. IIS						
	(Connect) *	0.5	0	$	26.17	$	13.09
	(Disconnect) Note 1	0.25	0	$	27.18	$	6.80
6	Total Nonrecurring Charge					$	205.96

*Incremental Labor Rate

**See Tab 16.1

***See Tab 17

Note 1: P/F 3yrs @ 13.6% (.77490)
multiplied by 1999 Labor rate (35.08)

* = Tab "ECONS-ACFs"
ACAR = Ameritech Cost Analysis Resource
P/A = Present Worth of an Annuity
P/F = Present Worth of a Future Amount

AMERITECH ACCESS SERVICES
METHODS AND PROCEDURES

COVER PAGE

TITLE	Ameritech Central Office Interconnection	
PURPOSE	This document provides AIIS service center with the information required for processing ACOI requests.	
COVERAGE	Ameritech information industry service center	
AUTHOR	Milly Plavsic	414 227-2985
QUESTIONS	Milly Plavsic, AIIS Svc Ctr	414 227-2985
	Bob Higgins, Coloc. Coordin.	219 237-8648
	Larry Trudelle, Eng/OSPE/DTE/Const	313 692-6572
	Barb Krummel, Eng/OSPE/DTE/Const	815 394-7008
	Danny Stanard. CSPEC	216 822-2679
	Paul Quick, Real Estate	414 678-3165
	Nancy Natzke, AIIS Service Mgr	312 335-4842
	Patty Stuckey, Spec Svc DSO CPC	317 265-3775
	Jim Singer, HiCap/Trans ctr CO Techs	312 220-8277
REFERENCE	Technical Reference Publications AM-TR-EEN-000011 Technical Reference Publications AM-TR-EEN-000015 Tariff Effective 9-1-96	
ATTACHMENTS	ACOI Service Order Example ACOI Cost Estimate Worksheet ACOI ICSC Billing Notification ACOI Application ACOI FOC Notification ACOI 25% Notification ACOI Central Office Drawing	

GENERAL

Ameritech Central Office Interconnection (ACOI) is a tariffed service offering by which a Competitive Access Provider (CAP) can lease space in an Ameritech Operating Company (AOC) central office. The AOC provides power and the environmental conditioning required for fiber optic facility and equipment termination. The CAP has physical access to the leased space and is responsible for provisioning and maintaining the transmission equipment installed in the space. ACOI service allows the CAP to cross connect to other Ameritech tariffed service offerings. ACOI service may be cross connected to OC-N, DS3, DS1, DS0, LT3, LT1, LT0 and Unbundled DS1 and DS0 services.

Unlike AVOIS (Ameritech Virtual Optical Interconnection Services), the AOC will not be responsible for inventorying the CAP's fiber in the TIRKS database for ACOI service.

It is the responsibility of the Collocation Coordinator to obtain the CLLI (Common Language Location Identification) code for each CAP's leased space within the AOC central office. One CLLI code will be obtained per customer per office. Please note: Due to central office space limitations for physical (ACOI) collocation, it is possible for a CAP to have both ACOI and AVOIS service within the same central office. A CAP that has both services with in the same central office will always have distinct CLLI codes for each service.

ACOI AND AVOIS DIFFERENCES

1. The billing circuit ID's are different in that the ACOI identifier is TXIX and the AVOIS is TXIS.

2. The CAP (Competitive Access Provider), based on how the physical node is established, may use a repeater as CFA on their other tariffed services. The use of a repeater as CFA will not flow through our systems. The repeater will be posted to the Circuit Details by CPC manually.

RULES AND REGULATIONS

- ACOI arrangements are available on a first-come, first-served basis subject to the availability of space and facilities in each Central Office (establishment will be based on date and time of receipt of complete order). No partially completed applications will be accepted. If office is unavailable for ACOI, the application will establish the priority in which space will be allocated to customers as space becomes available.

- Customers must request ACOI through their AIIS ICSC point of contact established upon initial request for service.

- The Network company will conduct a Pre-construction survey, based on the customer's requirements as described in the completed ACOI application, for each customer request for Central Office Space, Entrance Conduit and Riser Space for which occupancy is requested.

RULES AND REGULATIONS (cont'd)

- Network company will contact the customer (ICSC to receive a copy) in writing within 30 days following receipt of an ACOI applications, as to the availability of space and associated requirements to meet the customer's specific requirements.
- The customer shall acknowledge acceptance of the tariff charges in this written proposal by signing it and returning a copy to AIIS. The Central Office Build Out (COBO) modifications and additions to the Ameritech Central Office will not begin until 50% of the COBO charge has been paid. Delayed payment of the COBO charge may delay the actual service date. {SP1SC = $19,507.53}
- Space that is not used within twelve (12) months of the license date will be subject to having the license revoked by the Telephone Company so that the space can be used by Ameritech or by another customer.
- The customer is responsible for servicing, supplying, repairing, installing and maintaining its Transmission Equipment located in the Central Office Transmission Node.
- The customer is responsible for notifying the Ameritech Network Company of any significant outages within the customer's Transmission Node which could impact or degrade Ameritech's Network and provide estimated clearing time for restoral.
- The customer is responsible for testing, if necessary, with Ameritech Network to identify and clear a trouble when the trouble has been isolated to a customer provided service.
- The customer is responsible for coordinating with Ameritech to ensure that services are installed in accordance with the service request.
- Ameritech may terminate an ACOI arrangement before the license expiration date in the event that the customer is not in conformance with the FCC tariff. Section 2 and Section 16.7.

SERVICE BILLING CIRCUIT ID

The service representative will obtain the ACOI Escort Service CLF circuit ID using established procedures. The service representative will inform the planner that a service billing circuit is required and will provide the CAP's ACTL and the ACOI CLLI Codes. The CLLI codes are the A and Z locations for the channelized facility. The service order would carry the NC code of HH-M and NCI code 02FCF.90. The circuit id would be ### TXIX A CLLI Z CLLI i.e., 102 TXIX IPLSIN01W01 IPLSINO4H00 (full 11 character CLLI codes).

To obtain your CLF for the billing circuit ID, contact the appropriate IIP (Integrated Implementation & Planning group). The process, as well as contacts, is the same one in place for obtaining CLF's for channelized DS1's and DS3's.

SERVICE CENTER PROCEDURES

Step 1 Validate the ACOI request form and checks Central Office Site List for availability.
Step 2 Assign N (new account) or C (add to existing account) order number
Step 3 Add Order Negotiators name and telephone number to ACOI request form
Step 4 Fax a copy of the ACOI request form to the Collocation Coordinators:

Gary Monson	IL/WI	847 248-3941	Wayne Astor	All states	312 335-2925
Jim Lindsay	IL/WI	312 845-3525	Yvonne Mansfield	IN	317 265-1501
Jessie Arambula	MI	517 337-3561	Rick Kasza	MI/OH	810 424-1073
Bob Higgins	MI/OH	219 237-8683	Nancy Natzke	IL/WI/OH	312 335-4842

Step 5 Collocation Coordinator verifies location via email to service representative and cc manager. (CLLI codes come from the Collocation Coordinator, however the SR is responsible for having those CLLIs updated in the ARIS/CABs systems.)

Step 6 AIIS Service Center Representative send Firm Order Confirmation letter to customer. Customer has 30 calendar days (or some may be longer due to case by case arbitration) to sign FOC and return with 50% of COBO payment to Collections Department Attn: Joan Dobberpuhl. (see attached form)

Step 7 When Collections Department receives check, FOC and copy of check forwarded to CAP Line Manager to distribute to appropriate SR. SR is than responsible to notify Collocation Coordinators and Service Managers that they may proceed via email

Step 8 Collocation Coordinator schedules a walk-through with all engineers responsible for the construction of the ACOI location. The walk-through should be held within 14 days of receiving COBO payment.

Step 9 Collocation Coordinator provides AIIS SR a written proposal containing the estimated charges and expected completion date within 10 days of initial walk-through.

Step 10 SR faxes proposal to customer along with letter asking for the 25% COBO charge. Customer accepts or denies proposal to the AIIS SR within 5 business days of date shown on letter. If accepted, 25% of the remaining COBO charge is paid following the above procedures (Collections Dept). If denied, customer faxes back the letter to the SR and the SR then sends email to Collocation coordinators and Service managers stating customer desires to cancel request.

Step 11 AIIS SR contacts Collocation Coordinator and Service Mgrs via email when customer has paid 25% COBO charge and construction can continue. (Again, a copy of the check and estimate is forwarded to the CAP Line Manager and then distributed to correct SR)

Step 12 Collocation Coordinator notifies customer within seven (7) days of construction completion and schedules final walk-through with customer.

Step 13 Collocation Coordinator completes ACOI Billing Form and forward to the AIIS Service Center within 30 days of construction completion.

Step 14 AIIS Service Representative issues order based on charges listed on ACOI Billing Form. Customer will owe the remaining 25% of the COBO charge in addition to the amount reflected on the ACOI Billing Form. The remaining 25% will be generated directly onto the customers bill and not via a separate letter like the 50% and first 25% COBO charges.

SERVICE ORDERS

Three service orders are required. The first two are CABs only and will bill the 50% COBO charge and than the 25% COBO charge. The third order will route downstream because it will contain the TXIX circuit id which will be retained in TIRKs. The Collocation Coordinators will supply the service representative the completed Billing Form, upon construction completion, which will contain all the applicable billing USOCs to place on order.

ACOI & AVOIS

A customer can have both ACOI (physical) and AVOIS (virtual) in the same office. If this is the case, both locations will have unique billing circuit ids and CLLI codes to avoid confusion when subtending orders are issued. (ACOI TXIX and AVOIS TXIS). If a customer has virtual today and would like to convert to physical, a new circuit id is established and the collocation coordinator will do a walk through to verify equipment at that location. Once this is completed, a billing form will be forwarded to the SR with the correct PHYSICAL USOCs to be billed. The virtual account will then be disconnected.

SUBTENDING ORDERS

The tie cable inventory will be built in TIRKs. The tie cable will be used as CFA on the other tariffed service requests. The tie cable represents the physical facility and equipment termination in the central office.

The following are samples of the tie cable inventory (/FOR CBLS):

SERVICE	FID	CABLE	FAC DETAIL	A CLLI	Z CLLI
OC-N Ties	/CFA	00001	LG	IPLSIN04H00	IPLSIN04
DS3 Ties	/CFA	00002	DSX3	IPLSIN04H00	IPLSIN04
DS1 Ties	/CFA	00003	DSX1	IPLSIN04H00	IPLSIN04
DS0 Ties	/CFA	00004	DS02	IPLSIN04H00	IPLSIN04

The ties will be inventoried using the Ameritech 8 character central office CLLI and the Interconnector's 11 character ACOI Node CLLI in that central office.

The Repeater inventory will also be built in TIRKs. Repeaters are applicable on either DS1's or DS3's and the customer has the option of whether or not a repeater is required. The intra-office repeater represents the CAP's physical facility and equipment termination point in the central office. It provides the CO technician with the DSX location where he or she needs to cross connect the other tariffed service to the CAP's ACOI service. The request for the repeater will be found on the ICASR screen in RMKS. SR is responsible for forwarding the request to the DTE. The SR will notify DTE at the same time the request for the CLF circuit ID is requested. DTE will order the appropriate network component and prepare additional AOC inventory forms to have the TIRKs data base updated (The request for CLF occurs when the DS1 or DS3 is channelized)

SUBTENDING ORDERS (cont'd)

When an intra-office repeater is used as CFA it will be shown following the FID /RMKR at the ACOI CKL location. The following are examples (/FOR EQPSC):

SERVICE	FID	ACOI CLLI CODE	EQUIP. CODE	RELAY RACK	UNIT NUMBER
DS1	/RMKR	IPLSIN04HTP	T1MRG001	020202.01	01R01
DS3	/RMKR	IPLSIN04HTP	T3MRGM01	020302.04	01R01

BILLING DESCRIPTION

SP1SO	The order charge for the processing of the service order associated with a request for Central Office Floor Space within each Central Office. This charge will be applied once per Central Office Floor Space Request per Central office and is a nonrecurring charge. $353.53
SP1ST	The Central Office Floor Space charge for nominal 100 square foot increments of licensed floor space in Ameritech's designated Central Offices. This is a monthly charge. $1050.85
SP1SC	The Central Office Build Out charge provides for modifications or additions that must be made to the Central Office to accommodate a customer's Transmission Node. SP1SC generates the 50% charge = $19,507.53
SP1SD	Generates the 25% COBO charge = $9753.77
SP1SA	The additional charge per 100 Sq. Ft of Floor space requested per Central Office SP1SA generates the 50% charge = $7845.86
SP1SB	Generates the 25% charges = $3922.93
NRBHT	The Space Reservation charge is for those customers who may want to reserve space in our central office premises. This charge is nonrecurring. $763.08
SP1S1	The <u>initial</u> Cable Vault Splicing charge provides for splicing customer provided outside (OSP) fiber optic cable to customer provided riser cable in the Central Office cable vault. $193.19
SP1S2	The <u>subsequent</u> Cable Vault Splicing charge. Both Cable Vault Splicing charges are nonrecurring. $15.06
SP1T1	The <u>initial</u> Splicing Testing charge that provides for testing the splice loss associated with each fiber strand spliced in the Network cable vault. $44.21
SP1T2	The <u>subsequent</u> Splicing Testing charge. Both Splicing Testing charges are nonrecurring. $2.61
SP1V1	The <u>initial</u> Cable Pulling from Manhole to Cable Vault charge provides for Network to pull customer provided fiber optic cable from a designated manhole outside the ACOI Central office to the Central Office cable vault. $209.08
SP1VA	The charge per <u>additional</u> foot required to pull cable. Both Cable Pulling charges are nonrecurring. $1.04
SP1W1	The <u>initial</u> Cable Pulling from the Cable Vault to the Transmission Node provides for Network to pull customer provided fiber optic riser cable from the Central Office cable vault to the customer's Transmission Node. $78.08

BILLING DESCRIPTION (cont'd)

SP1WA	The charge per additional foot required to pull cable. $.77
SP1CB	The Riser Space charge that provides for the customer's use of the space and any supporting structures in which the customers fiber optic riser cable resides. The charge is per foot and is a monthly recurring charge. $1.58
SP1CA	The Entrance Conduit charge provides for the customer's use of conduit duct space between the designated manhole and Networks cable vault. The charge is per innerduct per foot of conduit utilized and is a monthly recurring charge. $.08
SP1PA	The 48 Volt DC Power Fuse Amp charge which provides for 48V DC Power to be delivered to the Transmission Node. The charge is per Fuse Amp orders and is a monthly recurring charge. $7.99
SP1PP	The ACOI Power Delivery charge provides for the portion of the Battery Distribution Fuse board used to connect a 7' Equipment Bay to the DC Power System. This charge is applied each time a 7' Equipment Bay is installed in the Transmission Node and is a nonrecurring charge. $1928.36
EPJCX	The 200 Conductor Electrical Cross-Connection Block charge provides a termination field for Base Rate services from which Ameritech Cross-Connection Service for Interconnection connections may be made. This is per panel and is a monthly recurring charge. $89.95
DXZD1/ DXZD3	The Digital Cross-Connection Panel (DSX) provides a termination field for Hi-capacity derived channels from which Ameritech Cross-Connection Service for Interconnection (ACCSI) connections may be made. (D1 = DS1/LT1; D3= DS3/LT3). Both charges are per panel and monthly recurring. $20.18/$63.20
SP1PZ	The Optical Cross-Connection Panel (OCX) provides a termination field for OC3, OC12 or OC48 derived channels from which Ameritech Cross-Connection Service for Interconnection (ACCSI) connections may be made. The charge is per panel and monthly recurring. $10.78

OPTIONAL FEATURES AND FUNCTIONS (description and charge)

SP1NE	The Transmission Node Enclosure charge that provides for a secure enclosure to be placed around the customer's Transmission Node. This charge is nonrecurring. $5435.27
SP1N2	The per additional 100 Sq. Ft Enclosure charge. This charge is nonrecurring. $2146.57
SP1P2	The DS1 Termination charge that provides for a DS1 Termination on the passive bay. This charge is monthly recurring. $.86
SP1PA	The DS3 Termination charge that provides for a DS3 Termination on the passive bay. This charge is monthly recurring. $10.94
SP1P7	The 200 Conductor Electrical Termination Block charge which provides for a connecting block on the passive bay with a 200 conductor capacity. The charge is monthly recurring. $89.95

OPTIONAL FEATURES AND FUNCTIONS (description and charge cont'd)

SP1TP	The Digital Timing Source charge that provides for the digital timing, traceable to a stratum one clock, that is required by customers to synchronize their digital services with the Telephone Company service with which they interconnect. The charge is monthly recurring. $20.76
SP1P5	The DS1 Repeater charge that provides for a DS1 Repeater to be placed between the Customer's Transmission node and Networks equipment line up. When the Customer provides the passive bay or purchases a DS1 Termination, the DS1 Repeater is required to maintain signal levels when the distance between the Customer's transmission equipment and the Telephone Company's equipment line-up exceeds 655 feet. The charge is monthly recurring and will apply per repeater required. $9.64
SP1P6	The DS3 Repeater charge that provides for a DS3 Repeater to be placed between the Customer's Transmission node and Networks equipment line up. When the Customer provides the passive bay or purchases a DS3 Termination, the DS3 Repeater is required to maintain signal levels when the distance between the Customer's transmission equipment and the Telephone Company's equipment line-up exceeds 450 feet. The charge is monthly recurring and will apply per repeater required. $55.92
SP1RS	The Diverse Riser charge that provides for the establishment of a diverse riser in a central office. The diverse riser provides the customer a second cable path between the cable vault and the customer's Transmission Node. This charge is nonrecurring and is applied once per floor traversed. $442.21

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(E) When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will be rounded to the nearest penny (i.e., rounded to two decimal places).

(F) When more than one copy of a customer's bill for services provided under the provisions of this tariff is furnished to the customer, an additional charge applies for each additional copy of the bill as set forth in 13.3.5 following.

2.4.2 Minimum Periods

The minimum period for which services are provided and for which rates and charges are applicable is one month except for those services set forth in 5.2.5(B) and (D), 6.8.3, 7.4.5, 9.4.1, 9.8.5, 11.2.4 and 13.3.4(C)(1)(b), (c) and (d) following. T

When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not, as follows:

(A) When a service with a one month minimum period is discontinued prior to the expiration of the minimum period, a one month charge will apply at the rate level in effect at the time service is discontinued.

(B) When a service with a minimum period greater than one month is discontinued prior to the expiration of the minimum period, the applicable charge will be the lesser of (1) the Telephone Company's total nonrecoverable costs less the net salvage value for the discontinued service or (2) the total monthly charges, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period, unless otherwise specified under the terms of an Individual Case Basis filing, or Optional Payment Plan.

2.4.3 Cancellation of an Order for Service

Provisions for the cancellation of an Access Order or Planned Facilities order for Switched Access or Special Access service are set forth in 5.2.2(B), 5.2.3 and 5.4.5 following

5. Ordering Options for Switched and Special Access Service (Cont'd)

5.1 General (Cont'd)

5.1.2 Provision of Other Services

(A) In addition to Switched and Special Access Services, other services offered under the provisions of this tariff shall be ordered with an Access Order or as set forth in (B) following. The rates and charges for these services, as set forth in other sections of this tariff, will apply in addition to the ordering charges set forth in this section and the rates and charges for the Access Service with which they are associated. C C

(B) With the agreement of the Telephone Company, the items listed in (A) preceding may subsequently be added to the order at any time, up to and including the service date for the Access Service. When added subsequently, charges for a design change as set forth in 5.2.2(C) following will apply when an engineering review is required.

(C) Additional Engineering is not an ordering option, but will be applied to an Access Order or Planned Facilities Order when the Telephone Company determines that Additional Engineering is necessary to accommodate a customer request. Additional Engineering will only be required as set forth in 13.1 following. When it is required, the customer will be so notified and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the customer agrees to the Additional Engineering, a firm order will be established. If the customer does not want the service or facilities after being notified that Additional Engineering of Telephone Company facilities is required, the order will be withdrawn and no charges will apply. Once a firm order has been established, the total charge to the customer for the Additional Engineering may not exceed the estimated amount by more than 10%.

The regulations, rates and charges for Additional Engineering are as set forth in 13.1 following and are in addition to the regulations, rates and charges specified in this section.

5.1.3 Special Construction

The regulations, rates and charges for special construction are set forth in the tariffs as defined in Section 1. preceding and are in addition to the regulations, rates and charges specified in this tariff.

5. Ordering Options for Switched and Special Access Service (Cont'd)

5.2 Access Order (Cont'd)

5.2.3 Cancellation of an Access Order

(A) A customer may cancel an Access Order for the installation of service on any date prior to the installation of service. The cancellation date is the date the Telephone Company receives written or verbal notice from the customer that the order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days. If a customer or a customer's end user is unable to accept Access Service within 30 calendar days after the original service date, the customer has the choice of the following options:

- The Access Order shall be cancelled and charges set forth in (B) following will apply, or Z

- Billing for the service will commence.

In such instances, the cancellation date or the billing date, depending on which option is selected by the customer, shall be the 31st day beyond the original service date of the Access Order.

(B) When a customer cancels an Access Order for the installation of service, a Cancellation Charge will apply as follows:

(1) Installation of Switched or Special Access Service facilities is considered to have started when the Telephone Company incurs any cost in connection therewith or in preparation thereof which would not otherwise have been incurred.

(2) When the customer cancels an Access Order prior to the start of installation of access facilities, no charges shall apply.

(3) When installation of access facilities has been started prior to the cancellation, the charges specified in (a) or (b) following, whichever is lower, shall apply.

(a) A charge equal to the costs incurred in such installation, less estimated net salvage. Such charge is determined as detailed in (4) following.

(b) The charge for the minimum period of Switched or Special Access Service ordered by the customer, including all applicable nonrecurring charges.

5. Ordering Options for Switched and Special Access Service (Cont'd)

5.2 Access Order

An Access Order is used by the Telephone Company to provide a customer Access Service as follows:

- Switched Access Service as set forth in 6. following,
- Special Access Service as set forth in 7. following,
- Specialized Network Services as set forth in 8. following,
- Specialized Services and Arrangements as set forth in 12 following, and
- Other Services as set forth in 5.1.2 preceding.

When placing an order for Access Service, the customer shall provide, at a minimum, the following information:

- For Feature Group A Switched Access Service, the customer shall specify the number of lines and the first point of switching (i.e., dial tone office), the directionality of the service and the Switched Transport and Local Switching options desired. In addition, the customer shall specify whether the off-hook supervisory signaling for the ordered line(s) is to be provided by the customer's equipment (i.e., MTS/WATS-type application) or is to be forwarded by the customer's equipment when the called party answers (i.e., FX/ONAL application). The customer shall also specify which lines are to be arranged in multiline hunt group arrangements and which lines are to be provided as single lines. T

  The customer shall also specify that Feature Group A is to be provided with an extension to a different LATA, if applicable. When such an extension is specified on the order, the customer must also specify the customer's premises in the LATA with the Switched Access Feature Group A, at which the FGA extension is to be terminated.

- For Feature Groups B, C and D Switched Access Service, the customer shall specify the number of trunks and the end office when direct routing to the end office is desired or the access tandem switch when routing is desired via an access tandem switch and Switched Transport options and Local Switching options desired. When ordering FGB, FGC or FGD trunks to an access tandem, the customer must also provide the Telephone Company an estimate of the amount of traffic it will generate to and/or from each end office subtending the access tandem to assist the Telephone Company in its own efforts to project further facility requirements. In addition, the customer shall also specify for terminating only access whether the trunks are to be arranged in trunk group arrangements or provided as single trunks. The major traffic type must also be specified using the same categories as described in 6.1.1(F) following, to enable efficient provisioning and billing functions. C C

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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of Application of Ameritech Michigan Pursuant to Section 271 of the Telecommunications Act of 1996 to Provide In-Region, InterLATA Services in Michigan	)))))))))	CC Docket No. 97-137

Reply Affidavit of Joseph A. Rogers on Behalf of Ameritech Michigan

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Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the matter of Application of Ameritech Michigan Pursuant to Section 271 of the Telecommunications Act of 1996 to Provide In-Region, InterLATA Services in Michigan	CC Docket No. 97-137

REPLY AFFIDAVIT OF JOSEPH A. ROGERS
ON BEHALF OF AMERITECH MICHIGAN

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

Joseph A. Rogers, being first duly sworn upon oath, deposes and states as follows:

I. Purpose of Affidavit/Overview

1. The purpose of my reply affidavit is to respond to the comments of the Michigan Public Service Commission ("MPSC") and the comments of Ameritech's competitors regarding Ameritech's ability to provide requesting telecommunications carriers with unbundled, nondiscriminatory access to its operation support system ("OSS") functions. In particular, I discuss the June 9, 1997 findings of the MPSC and the June 20, 1997 findings of the Illinois Commerce Commission Hearing Examiner, as they relate to OSS. I compare these recent Michigan and Illinois findings with the April 3, 1997 findings of the Public Service Commission

of Wisconsin ("PSCW"), on which many of the commenters place substantial reliance. Finally, I respond to the OSS-related comments and affidavits submitted by local exchange carriers ("CLECs"), including AT&T, Brooks Fiber and MCI, in opposition to Ameritech Michigan's application to enter the long distance market. In a separate affidavit, filed jointly with Messrs. Mayer and Mickens, I respond to the Department of Justice's ("DOJ") evaluation of Ameritech Michigan's application, as it relates to OSS.

2. In my initial affidavit in this proceeding, submitted on May 21, 1997, I set forth facts demonstrating that Ameritech is providing access to OSS functions in compliance with Section 271 of the Telecommunications Act of 1996 and the applicable federal regulations. Specifically, I described how Ameritech provides requesting telecommunications carriers with interface specifications that meet applicable national standards and industry guidelines and contain the information carriers need in order to build to, and use, Ameritech's OSS interfaces. I also presented facts demonstrating that the interfaces are operationally ready and have sufficient capacity to meet reasonably foreseeable demand. My conclusions have now been confirmed by the MPSC and the Illinois Hearing Examiner. Those findings, which I discuss in detail below, were based on extensive, hotly contested, factual records.1/ In almost every instance, the same arguments and evidence that opposing parties rely upon here have already been carefully considered -- and rejected -- in both Michigan and Illinois.

1/ In this regard, AT&T notes that the "[s]tate commissions. . . have insisted on careful examination of the evidence." (Connolly Aff. ¶ 248).

II. State Regulatory Findings

A. Michigan Public Service Commission

3. In assessing Ameritech's compliance with the OSS requirements of the 271 checklist, the MPSC had before it a substantial body of evidence, essentially a mirror image of the record presently before this Commission. In addition, the MPSC held an informational hearing on May 28, 1997, at which Ameritech and users of its OSS systems were invited to present evidence. I submitted testimony by affidavit in the Michigan proceedings and also participated in the May 28 hearing, along with several others from Ameritech, and representatives from AT&T, MCI, USN, LCI and Brooks Fiber. MFS and TCG were also invited to the hearing, but declined to participate.

4. On June 9, 1997, the MPSC issued its Consultation in this docket, and made the following key points relating to OSS:

- Ameritech currently provides CLECs with access to its OSS functions; all of the interfaces are available to CLECs upon request, and comply with existing industry guidelines. (pp. 14-20, 33).

- Ameritech's commitment to migrate to an EDI format for ordering/provisioning unbundled loops no later than January 1, 1998 is reasonable in light of the FCC's determination that access to OSS functions had to be provided by January 1, 1997 without waiting for national standards to emerge, and the fact that Ameritech developed its ASR specifications prior to the issuance of industry guidelines specifying EDI for loops. (pp. 15-16, 20).

The MPSC also found that certain performance measurements are needed to verify that the access to OSS functions that Ameritech provides is nondiscriminatory. This aspect of the MPSC's findings is discussed by Mr. Mickens in his reply affidavit.

B. Illinois Hearing Examiner's Proposed Order

5. On June 20, 1997, the Hearing Examiner in the Illinois checklist compliance docket issued the Hearing Examiner's Revised Second Proposed Order ("June 20 HEPO"), finding that Ameritech has met the checklist with respect to OSS. An earlier HEPO, dated March 6, 1997, cited frequently in the CLECs' comments herein, had concluded that it was too early to determine whether Ameritech was in compliance for OSS. The findings in the June 20 HEPO reflect extensive evidence -- mostly pertaining to OSS -- that was submitted during a supplemental phase of the Illinois proceeding, which commenced when the record was re-opened after the March HEPO issued. I participated actively in the Illinois proceeding, submitting several rounds of pre-filed written testimony, and testifying live at hearings in January and May of 1997. The principal parties opposing Ameritech's 271 application before this Commission on OSS grounds -- AT&T, MCI and Sprint -- also submitted briefs and testimony in the Illinois proceeding, where they made the same arguments they advance here. Those arguments were fully aired before -- and rejected by -- the Hearing Examiner.

6. In reaching the conclusion that Ameritech has met the checklist with respect to OSS, the June 20 HEPO sets forth the following specific findings:

- The CLECs mischaracterize every OSS problem as an unmitigated disaster, a prime example being performance issues arising in late April when AT&T suddenly and without notice increased its order volume by 1000%. AT&T's complaints on this score notwithstanding, the record shows that Ameritech can handle reasonable fluctuations in demand. (pp. 50-51).

- Cutting through the posturing of the various parties, the concrete data regarding testing and actual use of Ameritech's OSS interfaces demonstrates that each of the interfaces is available and operational and will allow CLECs to provide service to their customers on a commercial basis. All systems necessary for Ameritech to immediately provide immediate access to OSS are in place; where a particular interface has been ordered or requested it is actually being furnished. Thorough internal testing and, where possible, carrier-to-carrier testing of all interfaces has been performed. (pp. 51-54).

- Carrier-to-carrier testing is not necessary to show that an interface is operational. Otherwise Ameritech could be held hostage by its competitors if they simply declined to request a particular functionality. Consistent with this approach, Ameritech's internal testing and the review of the Andersen Team indicates that the repair and maintenance interface will function as planned. The actual use of this interface by Ameritech Payphone Services (APS) is also relevant, regardless of whether the relationship between Ameritech and APS is at arm's length; the record shows that APS uses the interface in exactly the same manner that a CLEC would use it. (pp. 52-54).

- A high percentage of manual intervention is not necessarily an indication that OSS is not operationally ready. Although manual processing is slower, to some extent, than electronic processing, the record does not indicate, as AT&T alleges, that manual processing is unreliable. There is no evidence that manual intervention affects quality, other than the unsubstantiated conclusions made by the parties. Moreover, there is merit to Ameritech's claim that for the time being it is more economical to handle some transactions manually instead of mechanizing them. Also persuasive is the testimony of Mr. Meixner and Ms. Foerster that some manual processing is common in other industries. (p. 52).

- Industry standards will remedy MCI's complaint that there are too many interfaces. In any event, MCI has not shown that the number of interfaces will affect the quality of service that a CLEC receives. The present system is not perfect, but it works. (p. 53).

- The most serious problem identified relative to Ameritech's OSS is double billing. The record shows that Ameritech has recognized this problem and taken steps to prevent it from occurring in the future. (p. 53).

- The requirement that access to OSS be non-discriminatory contemplates reasonable -- not exact -- parity. The record shows that Ameritech's OSS is provided to competitors at a quality level that is within reasonable parity of the quality level that Ameritech provides to itself. Although Ameritech respectfully believes that the order rejection rate itself is not related to operational readiness, the HEPO finds that Ameritech has made significant progress in lowering this rate so that it currently is within reasonable limits. (p. 54).

C. Public Service Commission of Wisconsin

7. Rather than address the findings of the MPSC and the Illinois Hearing Examiner summarized above, Ameritech's competitors rely on stale findings from a proceeding involving Ameritech Wisconsin's Statement of Generally Available Terms. In that proceeding, the PSCW

concluded that Ameritech had not yet demonstrated compliance with the OSS portion of the checklist. However, the PSCW's conclusion was based on a record extending only to February 1997 and is now several months out of date. The PSCW did not have the benefit of much of the evidence available in Michigan and Illinois. The PSCW's conclusion was, moreover, based on specific issues -- all of which have since been addressed.

8. The PSCW expressed concern about manual review (1P status), late 865s and the potential, in certain limited circumstances, for double-billing. When I testified before the PSCW on March 31, 1997, I had not completed the analysis necessary to discuss these issues, but all have since been resolved, as outlined in my initial affidavit (at ¶¶ 51, 75-80, 99-101, 105) in this docket. It is noteworthy, moreover, that, at its April 3, 1997 Open Meeting, in the course of which the PSCW ultimately decided against Ameritech on OSS, two out of three PSCW commissioners, Eastman and Parrino, expressed the view that some level of manual review is not inconsistent with operational readiness. (April 3, 1997 Open Meeting transcript, pp. 15, 17, attached hereto as Schedule 1). Commissioner Parrino also observed that the argument that Ameritech's specifications do not comply with national standards lacks merit, given that the FCC expressly refused to delay OSS implementation until national standards were developed, and given that Ameritech complied with existing standards when it developed its systems. (Id., p. 17). I would also note that Commissioner Mettner warned against the possibility that parties might seek to exploit stale findings. (Id., p. 22).

III. Issues Raised by the CLECs

A. General Overview

9. As the Ameritech manager responsible for the OSS system interfaces and for assisting the CLECs in their implementation efforts, I find the positions being asserted by AT&T, MCI and some of the other carriers to be quite surprising. The contentions of AT&T and MCI before this Commission — that Ameritech's systems are not ready, that they cannot be relied upon, and that Ameritech will not provide the information they need to compete — are belied by their conduct at the operational level. Both AT&T and MCI have entered the local exchange marketplace in Michigan and are successfully using Ameritech's OSS interfaces in ever-increasing volumes to place orders and serve customers. Just within the last two weeks AT&T has submitted thousands of orders which were processed with a high electronic flow-through rate, a low order rejection rate, and without significant performance problems. For example, Ameritech processed over 7,300 CLEC orders on June 26, 1997 alone. AT&T recently announced that it intends to submit 8,000 to 10,000 orders per day in the near future. Also within the last week, MCI has passed the two hundred orders per day mark for the first time, and appears to be on the verge of expanding its order volumes dramatically. Ameritech has positive, productive working relationships with these CLECs' information systems personnel in which perspective is maintained about the significance of any problems encountered (on both sides of the interface). None of this is reflected in the materials which have been submitted by those commenters.

10. AT&T, MCI and Sprint contend that if Ameritech is allowed into long distance it will no longer have any incentive to fix any OSS problems that arise. (AT&T Comments,

p. 26; Reeves Aff., ¶ 17; King Aff., ¶ 60). This is a red herring, as it ignores, among other things, Ameritech's extensive performance measurements (which are discussed by Mr. Mickens in his initial and reply affidavits) and its track record in promptly addressing OSS-related problems as they arise. Moreover, the assertion that if Ameritech is allowed into long distance in Michigan it will no longer have any incentive to cooperate with CLECs regarding OSS is unrealistic and ignores the structure of the Act. Moreover, there are obviously other remedies available to CLECs in the event that Ameritech were to attempt to impede their progress in obtaining resold services and unbundled network elements, including remedies in contracts and regulatory proceedings. In my opinion, rather than pay attention to unsupported allegations about incentives, the Commission should look at Ameritech's record of cooperating with the CLECs on issues relating to OSS, including the very problems about which the CLECs complain in their comments on Ameritech's application. Ameritech's efforts in this regard are covered in Ameritech's application and in the reply affidavits of Messrs. Mickens, O'Sullivan, Murray, Monti, Larsen, and Wynn and the joint reply affidavit of Messrs. and Mme. Heltsley/Larsen/Hollis.

11. What is truly amazing to me, however, is the manner in which the CLECs argue on the one hand that Ameritech purportedly is not cooperating, and on the other hand attempt to dismiss every effort Ameritech makes to cooperate as simply being litigation strategy. A good example is the ordering guides which Ameritech developed in response to CLEC concerns and with the realization that, as the number of local service providers increases, it will be more efficient to have a central source of information. Yet the CLECs dismiss the ordering guides as simply an exhibit prepared for litigation. (King Aff., ¶ 38; Reeves Aff., ¶ 17). I myself