

prioritization. Ameritech agreed to resolve blockage issues in the manner that satisfied TCG, based on traffic volumes, tandem service levels, and the need for tandem relief, as described in detail in Mr. Mayer's affidavit. In fact, as discussed below, the data indicate that TCG is experiencing no significant blockage on its network at this time. See id.

55. TCG's claim that Ameritech must report six straight months of performance measures on every item before it is entitled to obtain entry into long distance has no basis in the checklist or the Commission's requirements. TCG's attempt to impose this arbitrary six month "waiting period" is simply an attempt to delay Ameritech's entry into long distance. Moreover, as discussed below, Ameritech's performance is strong overall, and continues to improve. Most importantly, Ameritech's performance is of sufficiently high quality that carriers of all sizes are successfully competing for local service customers and rapidly expanding their presence in the local services marketplace in Michigan and elsewhere.

III. ACTUAL PERFORMANCE

56. Before delving into specific performance-related issues, I would emphasize that Ameritech's performance as a whole is strong. The best proof of this is the ever-increasing number of carriers, including AT&T and others, that have entered and are rapidly expanding their presence in the local services marketplace in Michigan. The demonstrated ability of those carriers to attract local services customers refutes any claim that Ameritech's performance prevents those carriers from effectively competing. Indeed, no one takes issue with the vast majority of Ameritech's actual performance. And even with respect to those few areas where the sufficiency of Ameritech's actual performance is contested, there is no showing that the alleged shortcomings in Ameritech's performance is service-affecting in any material way. The

Commission should be mindful of this backdrop when analyzing Ameritech's performance in contested areas.

Responses to CLEC-specific performance complaints:

Brooks Fiber

57. One of the most contested performance issues in this proceeding is Ameritech's performance in provisioning unbundled loops. Several commenters, including Brooks Fiber, MFS, and TCG, have complained that Ameritech has not timely provisioned requesting carriers' orders for unbundled loops. Brooks Fiber, for example, makes the remarkable claim (at 23), unsupported by any sworn testimony, that Ameritech filed false reports of its due date performance and has failed to provide documentation supporting the basis for its calculations. Brooks Fiber also maintains (at 24) that Ameritech unilaterally assigns new due dates and uses the standard unbundled loop provisioning intervals specified in its interconnection agreement with Brooks Fiber only for planning purposes. In addition, Brooks Fiber asserts (at 24-25) that Ameritech has not permitted Brooks Fiber to select due dates using Ameritech's OSS pre-ordering interface, on the ground that Brooks Fiber is not a reseller. I will respond to each of these assertions in turn.

58. Brooks Fiber's claim that Ameritech has filed false reports of its due date performance for unbundled loops is incorrect. In fact, it is Brooks Fiber's representations that are inaccurate. In April 1997, for example, Brooks Fiber reports that Ameritech timely completed just 55% of Brooks Fiber's orders, whereas Ameritech reported that it timely completed 96.7% of such orders. In order to discuss how to reconcile these provisioning figures, representatives of both companies met on June 11, 1997 in Grand Rapids and agreed

to review, as a basis for discussion, a sample (selected solely by Brooks Fiber) of 15 of the 250 unbundled loop orders that Brooks Fiber claimed were not timely provisioned.

59. The joint review was illuminating. Of these 15 orders, the parties together concluded that 11 were orders for which Brooks Fiber had requested a specific due date beyond the standard 5-day interval. The parties further found that, of the remaining four (4) orders: 1 involved an Integrated Digital Loop Carrier ("IDLC"), which, as discussed in my initial affidavit (¶ 55), receives a non-standard interval pursuant to the parties' interconnection agreement; 2 involved incomplete facilities, which also receive a non-standard interval pursuant to the parties' interconnection agreement; and 1 involved a situation in which Brooks, after submitting the initial order, later supplemented the order to change the address, which re-started the calculation of the installation time. In short, Brook Fiber conceded at the time of the meeting that it had erroneously measured these orders against 5-day standard intervals, and that it would reevaluate its reporting processes and definitions. See Reply Schedule 4 (June 17, 1997 letter from Ron Cate, Ameritech Service Manager, to Jason DeJongh, Brooks Fiber); Joint Reply Aff. of Heltsley, Larson and Hollis ¶¶ 31-35 (describing the reconciliation in detail). Although Brooks Fiber claims that Ameritech's performance reports do not adequately document the contractual support for its calculation procedures for the three orders involving incomplete facilities or an IDLC, Ameritech's calculations are based on the terms of Sections 9.4.4 and 9.4.2 of the Brooks Fiber/Ameritech Agreement, which address IDLCs and incomplete facilities, respectively. Over the coming months, moreover, Ameritech will formally incorporate a description of its calculation procedures and related definitional information — as set forth in

my initial affidavit — into its monthly performance reports. This should provide further clarification for all carriers.

60. Ameritech and Brooks Fiber completed their reconciliation on July 3, 1997. This time the parties reviewed a sample of 101 orders (again, selected solely by Brooks Fiber) drawn from the original list of 250 loop orders submitted during April and May, and including the 15 orders discussed above. The results were again illuminating. Each of these 101 orders was designated as a "missed interval" by Brooks Fiber. Upon examination, however, the parties jointly concluded that there were: 26 orders for which Ameritech missed the due date; 50 orders for which Brooks Fiber requested an extended due date that Ameritech met; 20 orders that required "force and load" because of incomplete facilities, and therefore received a due date in the same fashion as would Ameritech's retail orders, on account of incomplete facilities; 2 orders that required "force and load" because they involved IDLCS; 1 order that was supplemented by Brooks Fiber, which resulted in an extended due date; and 1 order that the parties could not reconcile, as representatives from both parties could not determine the "service requested due date."

61. These reconciled data demonstrate that Ameritech met the Brooks Fiber requested due date 94.5% (468/495) of the time if "force and load" orders are excluded from the missed orders for which Ameritech is responsible and the unreconciled order is counted in Brooks Fiber's favor. However, Brooks Fiber and Ameritech disagree over whether "force and load" orders that involve incomplete facilities (excluding IDLCs) should be measured against the standard five-day interval. Thus, counting those 21 orders in Brooks Fiber's favor, Ameritech nonetheless met Brooks Fiber's due dates 90.3% of the time. In short, under either Ameritech's

interpretation of the agreement or Brooks Fiber's interpretation, Ameritech complied with the contract standard of 90%. See Brooks Fiber Agreement, § 26.1.3. Thus, to the extent that the DOJ's analysis rests on Brooks Fiber's earlier, unsworn reports, it is now clear that Ameritech is fulfilling its contractual provisioning commitments. See Reply Schedule 5 (letter from Ron Cate to Dawn Parks, Brooks Fiber). Obviously, these reconciled figures are drastically different from the 55% missed order rate for April that was originally reported by Brooks Fiber. Yet Brooks Fiber accused Ameritech of filing false reports.

62. As noted above, Brooks Fiber also maintains (at 24), without any affidavit support, that Ameritech unilaterally assigns new due dates to Brooks Fiber's unbundled loop orders, and uses the standard installation intervals specified in the parties' interconnection agreement only for planning purposes. These unsworn claims are inaccurate and misleading. Brooks Fiber, like certain other carriers, apparently assumes that any time its orders are not assigned a due date within the specified standard interval, Ameritech is "unilaterally" and arbitrarily assigning a more convenient due date, without justification. As I demonstrate below, that is an incorrect assumption. Ameritech's provisioning performance should be analyzed based on two primary factors: (1) whether the due date confirmed on the firm order confirmation ("FOC") matches the due date requested by Brooks Fiber (or a date that is otherwise consistent with the parties' interconnection agreement); and (2) whether Ameritech succeeds in provisioning the unbundled loop by the confirmed due date.

63. With respect to the first of these factors, as I explain in my initial affidavit (at ¶¶ 88-89), due date availability is a function of a host of factors, including the condition and availability of facilities, equipment, central office technicians, field technicians, and services at

the wire center that serves the subject loop. Each of these variables is unique to the local telephone business. In fact, each of these items varies from local wire center to local wire center. Thus, while the relative simplicity of the long distance business lends itself to standard intervals (e.g., AT&T has 78 points of presence in Ameritech's network, 18 of which are collocated, whereas Ameritech has more than 1200 local wire centers), the local service business is operated on the basis of variable intervals. Indeed, one might compare the difference in complexity between the local and long distance telephone networks to the difference between inner-city and interstate transportation, respectively: interstate transportation is far less complicated and varied and far more streamlined, both in terms of the variety of infrastructure and in terms of traffic patterns. That is part of the reason why the resale provisions of Ameritech's interconnection agreements contain no standard intervals; due dates vary with the above factors, and are nondiscriminatorily assigned in the same way for retail customers and wholesale customers that purchase resold services.

64. Nonetheless, under the terms of Section 26.1 of the Ameritech/Brooks Fiber Agreement, due dates for loops are generally assigned, as requested, on the basis of standard intervals. The exceptions are those discussed in my initial affidavit (at ¶¶ 52-55, 86-89), and primarily include orders received after 3:00 p.m. and situations involving incomplete facilities or IDLCs. In addition, some orders request a due date that has already expired, a due date that falls on a weekend or holiday, or an extended due date, and some orders require manual processing due to their complexity, which occasionally results in a modified due date. See Mickens Aff., Schedule 29.

65. Where Ameritech does not assign the requested due date, however, that decision is driven by parity and/or contractual concerns. Consider, for example, Ameritech's 3:00 p.m. standard provisioning cutoff time. This cutoff time was not chosen arbitrarily; rather, 3:00 p.m. corresponds to Ameritech's internal cutoff time for retail service orders. (In fact, I would add that where Ameritech does receive accurate resale orders that successfully flow through before 3:00 p.m., it normally provisions such orders the same day.) Likewise, where provisioning an unbundled loop requires additional facilities, Ameritech performs the necessary work while providing the requesting carrier with the same due date as would be available to Ameritech's retail operations in similar circumstances. And where completing an unbundled loop order from Brooks Fiber requires a change from integrated to non-integrated facilities, Ameritech either moves the end-user to a spare physical loop or notifies Brooks Fiber of the unavailability of a spare loop, so that it may determine whether to submit a bona fide request ("BFR") for an alternative arrangement, as provided by the agreement. See Brooks Fiber Agreement, § 9.4.4.

66. Citing my testimony in the Michigan Section 271 compliance docket, Brooks Fiber asserts (at 24) that Ameritech unilaterally assigns (and reassigns) new due dates to Brooks Fiber's orders based on Ameritech's estimate of the time needed to complete those orders. That is simply incorrect: Ameritech assigns due dates according to the standard intervals specified in the parties' interconnection agreement, except in the instances discussed above, and those exceptions are driven by parity and contractual concerns. Indeed, Ameritech has been completely forthright about its assignment of due dates in these circumstances.

67. With respect to the second factor, as I reported in my initial affidavit (¶¶ 58, 61 and Schedule 29), Ameritech met either the 5-day interval, Brooks Fiber's requested due date,

or an otherwise valid due date specified under the parties' interconnection agreement 96.1% of the time in March 1997, and 95.2 percent of the time in April 1997. Brooks Fiber's own data deviates from these reported figures because it ignores legitimate due date revisions (including situations where Brooks Fiber requested extended intervals), with the exception of the 3:00 p.m. cutoff time and weekend or holiday requests. Moreover, as demonstrated by the parties' recent meetings, Brooks Fiber's data is inaccurate and incomplete. I should further emphasize that Brooks Fiber's continued growth in the marketplace completely belies Brooks Fiber's claims regarding the accuracy of Ameritech's performance data.

68. With respect to Brooks Fiber's unsworn assertion (at 24-25) that Ameritech has not permitted Brooks Fiber to select due dates using Ameritech's OSS interface because Brooks Fiber is not a reseller, that assertion is simply false. Ameritech has been working with Brooks Fiber to implement an electronic pre-ordering interface since Brooks Fiber first expressed an interest in such an interface several months ago. Ameritech provided Brooks Fiber with the specifications for its pre-ordering interface in January 1997. On February 19, 1997, Brooks Fiber first applied for an Electronic Commerce Network ("ECN") connection. See Reply Schedule 6. In addition, the pre-ordering specifications were placed on Ameritech's Website in the first week of April 1997, and Ameritech notified Brooks Fiber of this posting shortly thereafter. Brooks Fiber ordered their T1 circuit in April 1997, and that circuit was installed in May 1997. Finally, Ameritech provided Brooks Fiber with a password on June 16, 1997, at which time Brooks Fiber indicated that implementing the pre-ordering interface was not a top priority and would require Brooks Fiber to resolve an internal resource issue. Brooks Fiber is scheduled to conduct customer acceptance testing of the pre-ordering interface in August 1997.

In short, Ameritech has fully satisfied its obligation to make available to Brooks Fiber electronic access to due dates, telephone numbers, and CSRs.

MFS

69. MFS states (at 41) that Ameritech admits that the complexity of an order might lead to manual review, in turn leading to a later due date. This statement, however, is misleading. That is, while there is some correlation between the complexity of an order and the probability of manual review, the probability of the due date being extended is properly understood as a function of the order's complexity, rather than whether it requires manual review. For example, Ameritech manually reviews orders for more than five (5) lines because it is less likely that adequate facilities will be available to satisfy such orders. But the fact that an extended due date may be required — as in comparable retail situations — is not a result of the manual review, but of the facilities work needed to provision an order of that size. Manual review in such instances actually works to the requesting carriers' advantage, as they obtain this knowledge in advance and can inform the end user at the time the due date is confirmed, rather than at a later time, which might happen if Ameritech confirmed due dates for such orders without first investigating whether facilities are available. Indeed, Ameritech's interconnection agreements impliedly acknowledge the possibility of such situations by setting the performance benchmark in most cases at 90 percent, rather than 100 percent.

70. MFS also complains that, over the last 60 days, it has encountered difficulties obtaining CSRs for pre-ordering. MFS notes that it continues to submit CSR requests manually. Nonetheless, it asserts that its requests for CSRs used to be answered within one (1) or two (2)

days, but now currently take up to one (1) week at times. In addition, MFS asserts that Ameritech has occasionally misdirected CSRs requested by MFS to another CLEC.^{10/}

71. It is possible that Ameritech has misdirected a handful of MFS's CSRs or that, on a rare occasion, Ameritech has taken several days to answer a CSR Request (although MFS has not informed my management team of any specific instances of these alleged problems), but, at a minimum, these problems are not recurring and could be avoided entirely if MFS would utilize Ameritech's pre-ordering interface. To that end, Richard Dishman, of my staff, is currently working with MFS to assist the company in obtaining access to Ameritech's pre-ordering interface.

TCG

72. TCG raises a handful of performance complaints (at 9-11). While acknowledging that its orders have all been large enough to be treated as custom intervals, TCG suggests (at 9) that Ameritech has not provisioned its trunk orders within 14 or 15 day intervals, and that Ameritech has not provided the same provisioning intervals and service quality to TCG as it provides to itself. TCG also complains that Ameritech has missed FOC dates because of inadequate facilities, without first notifying TCG that facilities are not in place. TCG further maintains that Ameritech assigns new FOC dates to its orders without notification, which allegedly deprives TCG customers of a waiver of the installation charges pursuant to its interconnection agreement.

^{10/} MFS also complains (Schroeder Aff., 4-11) about poorly coordinated courtovers (some early, some late). This issue is responded to in the affidavit of the relevant Ameritech service manager.

73. Regarding whether Ameritech has timely provisioned TCG's trunk orders, Ameritech's performance has consistently improved. Specifically, while Ameritech provisioned 19.6% of trunks out of interval during March 1997, it provisioned only 7.7% of trunks out of interval in April 1997, and just 6.2% of trunks out of interval in May 1997. With respect to TCG's complaints that Ameritech has missed FOC dates because of inadequate facilities without first notifying TCG, Ameritech Retail is subject to the same limitations. That is, Ameritech's assignment of FOCs for trunk orders is based on the assumption that facilities are in place, but there are times when a trip to the premises reveals that, for example, they are already in use or damaged. In such circumstances, Ameritech does provide an updated FOC where it subsequently learns that there are inadequate facilities. Such incidents happen with the same overall frequency for Ameritech's own retail operations as for other carriers. Thus, TCG receives parity of service. In addition, Ameritech does not change due dates simply because, for example, it finds a defective cable pair. Thus, TCG is incorrect to suggest that Ameritech assigns new FOC dates without notification or without valid reasons.

74. TCG also complains (at 4-8) about trunk blockage. The issue of trunk blockage is discussed in great detail in Mr. Mayer's portion of the joint affidavit of Mr. Rogers, Mr. Mayer, and myself. I will therefore limit my discussion to Ameritech's performance data as it relates to trunk blockage.

75. Before addressing the specifics of trunk blockage performance, I must note that the End Office Integration Quality Initiative Analysis Report contained some erroneous data. In March and April 1997, Ameritech's reporting of trunk blockage included blockage on overflow trunk groups, which are not final trunk groups. Thus, the data for those months has

been recalculated on the basis of the correct number of trunk groups. Compare Mickens Aff., Schedule 17, Section 2, p. 4 with Reply Schedule 8, Section 2, p. 4. This miscalculation made Ameritech's performance appear slightly better than it was. Also, the months of March and April in the intraLATA bar chart portion of Schedule 17 (Section 1a, p. 1) appeared in the wrong order: the April figure (9.4%) was intended to represent the March figure, and the March figure (4.4%) was intended to represent the April figure. These numbers were correctly depicted in Section 2 of Schedule 17.

76. Notwithstanding these reporting errors, Ameritech's trunk blockage performance is steadily and dramatically improving. The intraLATA data, for example, show that on a region-wide basis, the number of CLEC trunks experiencing blockage greater than 2% has dropped from 10.7% in March (compared with 1.1% for Ameritech), to 6.2% in April (compared with 1.8% for Ameritech) to 2.3% in May (compared with 1.0% for Ameritech). See Reply Schedule 8, Section 2, p. 4 (appended). The interLATA data reveal a similar, though less dramatic, trend. The number of CLEC trunks experiencing blockage greater than 2% has dropped from 9.7% in March (compared with 1.1% for Ameritech), to 9.1% in April (compared with 1.8% for Ameritech), to 8.8% in May (compared with 1.0% for Ameritech). See Reply Schedule 8, Section 2, p. 3 (appended).

77. Ameritech's performance in Michigan is particularly strong. In May, in fact, no CLEC trunks in Michigan were blocked more than 2% of the time, compared with 0.6% of Ameritech's own Michigan trunks. Indeed, with respect to interLATA trunks, there was no blockage over 2% in either April or May. Ameritech's competitors and the DOJ (at 25) focus solely on region-wide data to support their claim that Ameritech's trunk blockage performance

is inadequate. While region-wide data are relevant, however, it is Michigan data that should be the primary focus of this Commission's review of Ameritech's 271 application. Both sets of data convincingly demonstrate that Ameritech has successfully resolved any shortcomings in its trunk blockage performance, particularly in Michigan.

78. Finally, it is important to remember that these numbers report trunk blockage, not call blockage. Trunk blockage exists when the first trunk route in a routing pattern is blocked; call blockage exists only when every trunk route has been exhausted, thereby preventing calls from being completed. Ameritech is certainly committed to reducing and preventing trunk blockage wherever possible, but the current levels of trunk blockage do not prevent — and have not prevented — requesting carriers from attracting customers and serving them with equal effectiveness. Interpreted in light of the fact that much of this blockage is not attributable to Ameritech (see Mayer Reply Aff.), these numbers show that CLECs are receiving more than comparable performance.

79. Finally, as a bottom line proposition, it is important to recognize that, notwithstanding TCG's complaints about Ameritech's actual performance, TCG makes no credible showing that the shortcomings it alleges are service-affecting in any meaningful way. Nor could it, as TCG continues to successfully expand its customer base at an enviable pace.

AT&T

80. In addition to echoing many of the complaints discussed above, AT&T asserts that Ameritech has poorly performed in the areas of new service failures, repeated maintenance, trouble report rates, and due dates not met, for resale. Pfau Aff., ¶¶ 15. 55. AT&T's assertions are unfounded. Again, AT&T does not — and cannot — show that Ameritech's

purported shortcomings in these areas are service-affecting in any meaningful way. Moreover, AT&T's assertions ignore the relevant facts. I would first note that as with other CLECs, AT&T does not — and cannot — allege that the shortcomings it alleges have already affected AT&T's ability to successfully compete for local services customers in any meaningful way. On the contrary, AT&T has been rapidly expanding its presence in the local services marketplace, at the same time that it presents a litigation posture that Ameritech's actual performance is somehow materially deficient. I would also note that in the limited areas where Ameritech's performance for its wholesale customers has been slightly lower than its performance for Ameritech Retail, the differentials have consistently diminished. With respect to new service failures, for example, Ameritech's performance for CLECs has consistently improved and, as of April 30, 1997, was only 0.5 percentage points lower than its performance for retail. See Mickens Aff., ¶ 70. This trend continued in May 1997. For the month of May 1997, Ameritech's new service failure rate for all CLECs dropped to 3.7 percent, compared with 5.1 percent for Ameritech Retail — a differential of 1.4 percentage points in the CLECs' favor. See Reply Schedule 13.

81. The same is true of resale due dates met performance. In the month of May 1997, for example, Ameritech missed due dates for 1.2% of all CLEC resale orders, compared with 1.1% of all retail orders — a differential of just 0.1 percentage points. Given that May 1997 volume CLEC resale order (35,235 orders) was more than four (4) times the next highest month and two-thirds of volume for the entire January-May time period (35,235/52,762 (66.78%)), these numbers substantiate my earlier statement that the differential between CLECs and Ameritech Retail will diminish as volumes become larger and more stable. In fact, for the

year to date as of May 31, 1997, Ameritech had missed just 1.8% of CLEC resale order due dates, compared with 1.1% for Ameritech retail — a differential of just 0.7 percentage points. See Reply Schedule 13.

82. I would also note that AT&T does not dispute that Ameritech's overall level of service in these areas have been very comparable given volume levels. As I explained in my initial affidavit (¶ 66-70), for example, Ameritech's "repeat maintenance" figures for Michigan in March 1997 not only are somewhat inflated due to double-counted troubles and the confusion or incomplete information that attend any transfer of carriers, but are based on 41 total repeat trouble reports (including double counted reports). While AT&T seizes upon Ameritech's performance data for these categories, it never explains why a disparity of 10.8 percentage points for Michigan — or 6.8 percentage points for the region — should be considered excessive given the relatively low volume levels. Ameritech will certainly continue to work to reduce this disparity, but Ameritech's overall performance for repeated maintenance is quite strong in light of volume levels and the existence of double-counting.

83. AT&T also contends that Ameritech's reporting of firm order confirmations ("FOCs") and order completion notices ("865s") is deficient. Specifically, AT&T asserts that Ameritech has modified the manner in which it reports FOC performance in an attempt to improve the appearance of its performance. See Pfau Aff., ¶¶46-48. This assertion is false. Ameritech has simply aligned its performance reports with the requirements in its interconnection agreements. That is why Ameritech's resale performance reports contain a different benchmark (96 hours) than do its unbundled loops reports (48 hours). In addition, prior to Ameritech's May 21, 1997 filing, Ameritech realized that its FOC performance reports

were calculated on an eight (8) hours per day basis. Accordingly, Ameritech modified its reports to report Ameritech's performance on a real-time basis, a modification that favors CLECs.

84. Some commenters, including AT&T and LCI, complain that Ameritech failed to timely deliver AEBS bills during the first four months of 1997. See Pfau Aff., ¶¶ 64; see also LCI Br. at 13-14. As explained in my initial affidavit (¶ 113), Ameritech implemented new billing software to correct this problem on May 19, 1997. While the May data do not reflect the performance of the new system (Ameritech delivered 75.8% of its bills late during May), appended to my reply affidavit as Reply Schedule 7 is a chart depicting the results for June 1997. Specifically, of 36 total AEBS bills, just four (4) — or 11.1% — were delivered late. These four (4) late bills, moreover, were all delivered just one (1) day late. These results demonstrate that Ameritech has successfully resolved the problem. While Ameritech is committed to promptly resolving such issues as they arise, I shall again emphasize that neither AT&T nor LCI allege with respect to this billing issue — or any other performance issue — that Ameritech's performance has adversely affected their ability to effectively provide service in any material way.

85. Finally, appended to my reply affidavit are performance reports for the month of May 1997, including: End Office Integration (Reply Schedule 8); Ameritech Regional: Loops (Reply Schedule 9); Brooks Fiber: Loops (Reply Schedule 10); MFS Intelenet: Loops (Reply Schedule 11); Consolidated: Loops (Reply Schedule 12); Ameritech Regional: Wholesale (Reply Schedule 13); Ameritech Michigan: Wholesale (Reply Schedule 14); Ameritech Illinois: Wholesale (Reply Schedule 15); Ameritech Wisconsin: Wholesale (Reply Schedule 16);

Ameritech Ohio: Wholesale (Reply Schedule 17); AT&T: Wholesale (Reply Schedule 18); USN Communications: Wholesale (Reply Schedule 19); MFS Intelenet: Wholesale (Reply Schedule 20); MCI Metro: Wholesale (Reply Schedule 21); Intra Community Communications: Wholesale (Reply Schedule 22); LCI International: Wholesale (Reply Schedule 23); Network Recovery Services: Wholesale (Reply Schedule 24); One Stop Telecommunications: Wholesale (Reply Schedule 25); Sprint: Wholesale (Reply Schedule 26); United Communications Systems: Wholesale (Reply Schedule 27); Winstar Communications: Wholesale (Reply Schedule 28); CBG: Wholesale (Reply Schedule 29); Coast to Coast Telecom: Wholesale (Reply Schedule 30); Millenium Group: Wholesale (Reply Schedule 31); OSS Function Cycle Time (Reply Schedule 32); OSS Platform Reliability (Reply Schedule 33); OSS Platform Availability (Reply Schedule 34); and Directory Assistance and Operator Services (Reply Schedule 35).

IV. ORDERING GUIDES

86. Several parties have raised a number of issues with respect to the Ordering Guides Ameritech Michigan made available on Ameritech's Internet web site to those carriers which have signed proprietary agreements. I respond to each of these arguments in turn.

Ordering Guides Not Provided Until April 1997

87. Several CLECs argue that Ameritech's Ordering Guides should have been made available earlier than April 1997, when Ameritech first put on its website. In fact, the information contained in these Ordering Guides was available earlier than April 1997, either through one-on-one meetings between Ameritech and the CLECs or in the form of other written documentation. The Ordering Guides were developed in order to consolidate in one place all of the information that had been previously requested by our CLEC customers, in order to

provide them with a central source of all relevant information that they might need to successfully order our products and services. In addition, Ameritech continues to hold monthly operational meetings with carriers that express an interest in such meetings.

Criticisms of Resale Services Ordering Guide

88. Some CLECs argue that the Resale Services Ordering Guide is deficient because all of the Ameritech services available for resale are not included in the Ordering Guide. However, the Resale Services Ordering Guide covers a wide range of retail services that Ameritech provides to residential and small business users, and that are available for resale. In fact, the services included in the Resale Services Ordering Guide represent approximately 94% of the revenue associated with the services that are available for resale, including virtually all of the services that a CLEC would resell as a part of a mass market entry strategy for residential and small business customers. If a particular service is not included in the Resale Services Ordering Guide, it generally is because either no such guide is available for use in ordering the service at retail, the service is grandfathered (*i.e.*, obsolete), or there is little demand for the service. Of course, Ameritech will monitor reseller ordering activity to determine whether additional services should be added to the Resale Services Ordering Guide. In addition, Ameritech is open to specific requests from resellers to expand the scope of the Resale Services Ordering Guide or to provide, as it often has in the past, other documentation or support.

89. Some CLECs, including AT&T, assert that the Resale Service Ordering Guide is deficient because it allegedly does not contain sufficiently detailed information regarding how to electronically order complex services, including PBX, Centrex, ISDN, private line services, or white page listings. This assertion is baseless. The instructions for ordering PBX, Centrex,

ISDN, the most commonly ordered private line services, complex white page listings, and hunting for PBX are specifically provided in the Resale Services Ordering Guide, and the applicable sections are listed in the Master Table of Contents. These instructions include specific ordering details, including Ameritech's business rules, and information on how to place orders using the manual forms that Ameritech has provided. In addition, Ameritech has provided requesting carriers with a document called "Logical Maps of Resale Order Forms to Electronic Purchase Order Data Elements" which maps the manual forms to Ameritech's EDI interface. If this mapping reference is used in conjunction with the Resale Services Ordering Guide, carriers should be able to understand the electronic ordering requirements for simple and complex services. Moreover, I should re-emphasize that Ameritech offers requesting carriers the opportunity to schedule additional training and support sessions, as outlined in the Resale Services Ordering Guide. Notably, AT&T has not scheduled any such sessions for assistance in electronically ordering ISDN or Centrex service.

Versioning

90. AT&T asserts that the Resale Service Ordering Guide is deficient because it does not contain information on how CLECs can "version" their orders. However, Ameritech modified its system and provided this information in February 1997, in response to the requests of AT&T. In April 1997, Ameritech updated its Ordering Guide and posted this information on its Website. Resellers now have the capability to update orders using the same order number. Thus, there is no basis to AT&T's suggestion that "versioning" continues to be an issue.

Complex Orders

91. The methods and procedures contained in the Resale Services Ordering Guide are based on the methods and procedures used by Ameritech's retail service representatives. In cases where an Ameritech retail service representative does not have established methods and procedures for ordering a service, this is generally a result of the complexity of the service. Complex services do not lend themselves well to standard ordering instructions; rather, they are handled more appropriately on a case-by-case basis. Accordingly, Ameritech has provided its reseller customers with a dedicated service center, dedicated account managers, dedicated service managers, and subject matter experts, to assist with complex orders.

92. AT&T objects to calling the service center when ordering more than five lines or trunks (eight or more trunks, in Illinois), suggesting that this process amounts to a manual process for complex orders. However, this kind of coordination is necessary to ensure that facilities are available to provision the service on the desired due date and is identical to the coordination that is required in similar circumstances in the retail context. This is not a manual provisioning process; it is simply a check on the availability of facilities.

93. In particular, with any large order of PBX trunks, there is a significant probability that facilities will not be available. The nature of the local services business — both in the wholesale and retail marketplace — is such that it is necessary to verify the availability of facilities, in order to prevent Ameritech from committing to satisfy an order that it subsequently learns cannot be satisfied because of a lack of facilities. This safeguard works to the benefit of requesting carriers, as it prevents them from relying and planning upon assumed commitment dates that, it may turn out, cannot be met. Moreover, as I just noted, this is the same process

used by Ameritech's retail units. Thus, there can be no contention that Ameritech is not providing parity.

PBX Hunting

94. AT&T witness Connolly argues that the Resale Services Order Guide is allegedly deficient because it includes PBX Trunk Hunting instructions for Indiana and Wisconsin, but no instructions for Michigan, Illinois, and Wisconsin. Ameritech acknowledged in late April 1997 that AT&T might understandably have been confused about where to find the allegedly "missing" information. Ameritech therefore provided a May 2, 1997 update to both the Resale Services Order Guide and the Ameritech Guide on Hunting to clarify the matter. Mr. Connolly does not suggest that this update was not sufficiently clear; therefore, I can only presume that he raised the matter again, for purposes of this proceeding, simply as a matter of historical interest. We have thoroughly discussed the subject of PBX Hunting with AT&T during conference calls and meetings, including those conducted on January 21, April 21, April 25, May 12, June 24 and June 25, 1997. And we will continue to work with AT&T, and any other requesting carrier, to ensure that they understand how to order this service.

Complex White Page Listings

95. AT&T witness Connolly complains that Ameritech has not provided AT&T with specifications for EDI ordering of complex white pages directory listings. Mr. Connolly's complaint is beside the point, as it ignores the fact that an OBF standard currently is being developed for complex white pages directory listings. Moreover, until that standard is established, Ameritech has provided and will continue to provide a work-around in its EDI system. Ameritech has advised AT&T regarding how complex listings can be ordered using

EDI; it has even provided AT&T with an order example to demonstrate how such an order should be placed.

96. In addition, Ameritech has discussed directory listings with AT&T on several occasions, including all-day meetings held on February 20, April 21, May 29, and June 16, 1997. During the April 21 meeting, Ameritech and AT&T personnel combed through the directory listing-related documentation currently available on Ameritech's website, paragraph by paragraph, to ensure that all directory listing requirements were thoroughly understood. I understand that Ameritech Advertising Services personnel also have met with AT&T to discuss business rules for directory distribution, proofing, directory matters relating to resale services and unbundled products, and to negotiate contract issues. Under these circumstances, it is unreasonable for Mr. Connolly to suggest that Ameritech has not provided AT&T with sufficient information about directory listings.

97. I would also note that Mr. Connolly is wrong when he asserts that Ameritech informed AT&T that AT&T customers could retain their current listings and would not be able to request modifications when changing to AT&T's service. Ameritech simply stated that if an AT&T order is "assume as is," then the customer must retain the current listing because the order is otherwise not an "assumed as is" order. That is, if new listing information is going to be included, then the order is assumed not "as is," but as modified in some specified manner. Therefore, the order should be submitted "assumed as specified," not "assumed as is." That was all Ameritech informed AT&T.

Yellow Page Listings

98. AT&T witness Connolly also states that the Resale Service Ordering Guide is deficient because it does not contain information on yellow page listings. In the first place, I do not understand how yellow page advertising falls within the general purview of the Telecommunications Act of 1996, or the specific requirements for Section 271 checklist compliance. It is my understanding that yellow page advertising is a matter for negotiations between a requesting carrier and Ameritech Advertising Services. Indeed, this Commission reached a similar conclusion in its Second Report and Order in CC Docket 96-98.

99. That said, Ameritech Michigan has provided information on yellow page heading codes in the Listing section of the Resale Services Ordering Guide. This is the same information that is available to Ameritech's retail service representatives. These codes are put on orders when a business customer contacts Ameritech's retail units to establish service. The heading code is determined by the customer. Once the order flows through to Ameritech Advertising, the heading code is dropped off the CSR. Thus, if the customer raises a question about the heading with Ameritech's retail service representative, the retail representative would not be able to determine a customer's heading code, and would instruct the customer to call Ameritech Advertising Services with any questions about the customer's yellow page advertising.

100. Mr. Connolly's claim that Ameritech Michigan may alter the yellow page listing provided by AT&T is wrong. I understand that Ameritech Advertising Services reserves the right to review yellow page listings for content in order to ensure accuracy and to avoid mistakes, obscenities, and listings that might have a discriminating effect with respect to other

customers. That, however, is a contractual matter between a requesting carrier and Ameritech Advertising Services; Ameritech Michigan does not alter such yellow page listings.

101. On a related matter, Ameritech Michigan has advised AT&T that it must populate a yellow page header in EDI or the order will be rejected. Since AT&T has not contracted with Ameritech Advertising Services for yellow page listings in Michigan, AT&T can avoid order rejection by including a simple edit to its system that automatically populates a "none" message in the yellow page header portion on its orders.

Ordering Guide for Unbundled Elements Is Deficient

102. Some competitors assert that the Ordering Guide for Unbundled Elements is deficient because it does not include information about ordering combinations of unbundled network elements, including the "platform." This assertion is a red herring the precise nature of the unbundled network elements platform, which is a combination of network elements, is a contested issue, and the platform must be accurately defined and agreed upon before specific procedures can be developed for placing an order. Nonetheless, the Ordering Guide contains general procedures, in a section entitled "Rebundling," which provides carriers with guidelines for ordering rebundled combinations. This section sets forth with particularity the information that must be submitted to order such combinations, along with the interfaces that must be used for pre-ordering, ordering, and billing functions. The rebundling section also contains cross-references to other sections of the Guide that pertain to the specific products comprising the platform.

V. CONCLUSION

103. Notwithstanding the comments filed in opposition to Ameritech's application, Ameritech's performance measurements and reports fully ensure the nondiscriminatory performance required by the 1996 Act. To the extent that Ameritech's customers have raised reasonable and specific requests for additional information, Ameritech has consistently provided such information as part of a special analysis. More importantly, Ameritech's performance results demonstrate full compliance with its contractual and statutory obligations.

104. This concludes my affidavit.