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

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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. \_\_\_\_\_

**AFFIDAVIT OF JOHN B. MAYER  
ON BEHALF OF AMERITECH MICHIGAN**

STATE OF ILLINOIS     )  
                                  )     ss.  
COUNTY OF COOK     )

I, John B. Mayer, being first duly sworn upon oath, do hereby depose and state as follows:

1. My name is John B. Mayer. My business address is 2000 W. Ameritech Center Drive, Room 4C56, Hoffman Estates, IL 60196. I am employed by Ameritech and serve as the Director of Operational Competitive Readiness in the Network Services organization for the entire Ameritech region (Illinois, Indiana, Michigan, Ohio and Wisconsin). I have served in this capacity since March 1, 1996. I am responsible for managing the development of the operational processes and systems that support the products and

services of Ameritech's local exchange company ("LEC") subsidiaries, including interconnection, unbundled network elements and resale.

## **PROFESSIONAL EXPERIENCE AND EDUCATIONAL BACKGROUND**

2. I received my Bachelor of Science degree in Physics and my Masters of Business Administration degree from Loyola University and the University of Chicago in 1966 and 1971, respectively.
3. I began my telecommunications career in June 1966, when I joined the Network Maintenance organization of Illinois Bell Telephone Company ("Illinois Bell"). My responsibilities at that time included developing methods and procedures for the provisioning and maintenance of inside wire in large office buildings.
4. In November 1966, I entered the United States Army and was assigned as a Research Assistant in Thermodynamic Physics at the Nuclear Defense Laboratory at Edgewood Arsenal, Maryland.
5. I returned to Illinois Bell in December 1968 as a central office engineer. My responsibilities in that position included planning, ordering and monitoring the installation and removal of central office equipment. In 1970, I joined Illinois Bell's Chicago Planning Division, where I developed business cases relating to tandem office wire centers, materials management, and operator services systems and facilities. In

1976, I moved to the Corporate Planning Department, where my duties included prioritization of network-related capital projects.

6. In July 1976, I accepted a position in the Construction Planning Department at AT&T in Basking Ridge, New Jersey. In that position, I was primarily responsible for developing the business case, including the underlying economics, associated with the accelerated replacement of electromechanical switching systems.
7. I returned to Illinois Bell in 1979, where I joined the Headquarters Staff organization and served as the subject matter expert on business cases using AT&T's CUCRIT analysis tool. In 1980, I accepted a position in the Business Installation and Maintenance (I&M) Department, where I was responsible for the installation and maintenance of customer premises station equipment.
8. In 1981, I served on loan to AT&T's Product Management organization and was responsible for analyzing the profitability of customer premises equipment offerings in the Central Region. In May 1982, I returned to Illinois Bell's Network Operations, where I established and subsequently managed the first Special Services Center in Illinois.
9. In 1985, I accepted a position with Ameritech and served as an Executive Assistant to the Chairman of the Board. In this position, I also served as the first Executive

Director of the Commercial Club of Chicago's Information Industry Council, which was formed to stimulate job growth in the Chicago Area. In addition, I served as a member of the Board of the Midwest Technology Development Institute, whose charter had a similar purpose.

10. In 1986, I rejoined Illinois Bell in its Support Services organization, where I was responsible for Automotive Operations, Administrative Services, Internal Mail Operations and Real Estate Design and Construction. In 1987, I transferred to the Distribution Services Department and managed all field installation and maintenance operations for the North Suburban Area of Chicago. I later became General Manager-Customer Services in the North Suburban Area. In this position, I was responsible for all Outside Plant Engineering, Construction, Installation, Maintenance and Switching operations. In 1993, I joined the Operations Department and managed all field installation and maintenance operations in Chicago and South Suburban areas. Since March 1, 1996, I have served in my current assignment as Director of Operational Competitive Readiness.

#### **PURPOSE OF AFFIDAVIT**

11. The purpose of my affidavit is to describe how, from an operational perspective, Ameritech Michigan ("Ameritech") has satisfied the competitive checklist ("Checklist") set forth in Section 271(c)(2)(B) of the Telecommunications Act of 1996 ("Act") by providing every element, product and service described in the Checklist in the manner

required. I will explain how Ameritech is providing each of the Checklist items to requesting carriers through Ameritech's approved interconnection agreements with Brooks Fiber Communications of Michigan, Inc. ("Brooks Fiber"); MFS Intelenet of Michigan ("MFS"); TCG Detroit ("TCG" or "Teleport"); and AT&T Communications of Michigan, Inc. ("AT&T"). The Brooks Fiber and MFS Agreements were negotiated by the parties and approved by the Michigan Public Service Commission ("MPSC"), while the AT&T and TCG Agreements were arbitrated by the MPSC before being approved. I will describe Ameritech's procedures for, and the operational aspects of, providing each of the fourteen checklist items in a nondiscriminatory manner. These items include interconnection; unbundled network elements; access to poles, ducts, conduits and rights-of-way; local loops; local transport; local switching capability; access to 911/E911, directory assistance and operator call completion; white pages directory listings; number administration; access to databases and associated signaling; number portability; local dialing parity; reciprocal compensation; and resale.

12. As part of my discussion, I will explain how Ameritech is providing the Checklist items through its Agreements in accordance with §§ 251 and 252 of the Telecommunications Act of 1996 ("Act"), the FCC's regulations implementing those sections ("Rules"), the FCC's First Report and Order (FCC 96-325 (Aug. 8, 1996) ("Order")), the FCC's Second Report and Order (FCC 96-333 (Aug. 8, 1996) ("Second Report and Order")), the FCC's First Report and Order on Reconsideration (FCC 96-394 (Sept. 27,

1996)("First Reconsideration Order")) and the FCC's Second Order on Reconsideration (FCC 96-476 (Dec. 13, 1996)("Second Reconsideration Order")).

13. As my affidavit will show, along with the affidavits of Messrs. Mickens, Rogers and Dunny, Ameritech is currently providing all Checklist items to Brooks Fiber, MFS, AT&T and TCG. Specifically, Ameritech is actually furnishing several of these items to Brooks Fiber, MFS and TCG, and the balance are currently available to Brooks Fiber, AT&T, MFS and TCG upon request under the carriers' agreements on terms and conditions that satisfy the Checklist. The Brooks Fiber, MFS and TCG Agreements contain Most Favored Nation ("MFN") clauses that, in accordance with § 252(i) of the Act, entitle them to obtain interconnection, network elements and resale services "upon the same rates, terms, and conditions as those provided" in other Ameritech interconnection agreements approved by the MPSC. Brooks Fiber Agreement, § 28.15; MFS Agreement, § 28.14; TCG Agreement, § 29.13. Thus, Brooks Fiber, MFS and TCG may at any time obtain any Checklist item not covered by their interconnection Agreement on the same rates, terms and conditions included in the MPSC-approved AT&T Agreement. Accordingly, the Brooks Fiber, MFS and TCG Agreements may be read as incorporating any and all more inclusive or more favorable provisions contained in the AT&T Agreement.
  
14. Throughout my affidavit I also will discuss from an operational perspective Ameritech's capacity and operational readiness to accommodate any increase in demand for its

products and services as competition in the local exchange increases, and Ameritech's ability to handle this increased demand in a nondiscriminatory manner.

**I. CHECKLIST ITEM (i): INTERCONNECTION**

15. The Act (§ 251(c)(2)) and Checklist require Ameritech to provide nondiscriminatory interconnection to all requesting carriers. As I will explain, Ameritech is currently providing such interconnection through established procedures for ordering, installation and maintenance and repair, which are detailed in the AT&T Agreement (Arts. III-V) and used by Brooks Fiber, MFS and TCG.

**A. Trunking**

16. First, I would like to describe how Ameritech already has established, and/or will establish on a going-forward basis, interconnection at an Ameritech end office or tandem office for Brooks Fiber, MFS, TCG, AT&T, MCI Metro, Ameritech Communications, Inc. ("ACI") or any other requesting telecommunications carrier. Such interconnection, referred to as End Office Integration ("EOI"), can be obtained by ordering a one-way, trunk-side connection between the requesting carrier and the Ameritech end office/tandem. Requesting carriers may also request two-way trunks for the local and intraLATA trunk groups. Requesting carriers may order separate trunks for local traffic and intraLATA toll traffic or they may combine these types of traffic on a single trunk group. InterLATA Exchange Access traffic is routed over a separate two-way trunk group.

17. The ordering procedures for EOI are comparable to those used for exchange access services. Specifically, Ameritech uses the industry standard Access Service Request ("ASR") ordering format and standard order flows. The requesting carrier submits an ASR to the Ameritech Information Industry Services ("AIIS") service center through either the standard ASR electronic interface or via facsimile.
  
18. The AIIS service representative ("SR") then reviews the ASR for completeness, obtains any necessary additional information from the carrier and electronically transmits the ASR to the Ameritech Circuit Administration Center ("CAC"). The CAC assigns the required circuit and code information and updates various Operations Support Systems ("OSS") screens. The SR then sends a Firm Order Commitment ("FOC") to the carrier so the carrier can complete its own provisioning functions.
  
19. Two provisioning actions are instituted when AIIS receives the electronic ASR. The first action establishes the transport upon which the interconnecting message trunks will ride. The Ameritech Interoffice Facilities Circuit Provisioning Center ("IFCPC") designs the transport route(s) for the SONET interconnection, if utilized, and the DS-3 and DS-1 carrier systems required to implement the capabilities ordered on the ASR. The IFCPC also identifies any specific central office equipment and interoffice facility arrangements that are required. As interconnection orders generated from the ASR are processed, the IFCPC's designs are used to automatically assign equipment to the orders on a nondiscriminatory basis. The High Capacity ("HiCAP") Center also

electronically receives orders after the required equipment has been assigned to ensure that the transport facilities and carrier systems are properly installed, tested and accepted by the requesting carrier.

20. Second, in parallel with the work to establish the transport, the Ameritech CAC and Circuit Provisioning Center ("CPC") prepare the orders necessary to establish the trunks that will utilize the transport. These orders are forwarded electronically in a nondiscriminatory manner to the Ameritech Centralized Translations Group/Trunk Provisioning Center ("CTG/TPC") and to the field work centers.
21. When the transport has been established, tested and accepted, the CTG/TPC and the field forces establish and test the trunks and obtain acceptance from the carrier before utilizing the trunks for live customer service.
22. It should be noted that with one-way trunks, Ameritech issues ASRs to the interconnecting carrier for terminating Ameritech's customer traffic to that carrier. This completes the integration of the carrier's network with Ameritech.
23. On an ongoing basis, Ameritech monitors traffic flows and blocking rates and recommends, where appropriate, that additional facilities be activated so that Ameritech and the carrier can maintain a proper level of service to their respective customers. In

making those recommendations, Ameritech uses the same criteria it uses in judging the adequacy of facilities within its own network.

24. Installation intervals for EOI trunks are as follows:

<u>Volume</u>	<u>Interval</u>
1 - 48 end office trunks	1 - 14 business days
49 - 96 end office trunks	15 business days
More than 96 trunks	negotiated
New trunk group to tandem or end office	negotiated

As Mr. Mickens explains in his affidavit, these intervals reflect Ameritech's actual experience in provisioning network trunking arrangements and are comparable to those established for similar access service requests. These intervals were approved by the MPSC in the AT&T/Ameritech arbitration and are incorporated in the AT&T Agreement (Schedule 3.8).

25. Maintenance for interconnection trunking arrangements is provided through the regional Network Element Control Center ("NECC"), which serves as the single point of contact to the requesting carrier for such maintenance requests.
26. The NECC maintenance procedures outline the steps necessary to isolate and resolve trouble reports for transport via the Ameritech HiCap Center, which is the Ameritech

administrative center that handles high capacity customer circuits. Reports of trunk-specific trouble are resolved by the Ameritech Switching Technology Center that handles switch-related trouble reports.

27. Where necessary, Ameritech dispatches personnel to perform additional testing on central office equipment or at the network interface to the requesting carrier. The Work and Force Administration ("WFA") System directs the HiCAP and/or Switching Technology Center to dispatch service technicians to resolve the service problem. Because the queue for repair is computer-generated, service technicians are dispatched on a "first come, first served" basis and, therefore, resolve trouble reports on a nondiscriminatory basis. Ameritech promptly advises the carrier if the trouble appears to be in the carrier's facilities or equipment. Ameritech also notifies the carrier when problems are resolved.
28. Ameritech has implemented these procedures and, in fact, already has installed 9,250 interconnection trunks in Michigan. In September of 1996 these trunks carried nearly 35.4 million minutes of traffic between the networks of Ameritech and competing local exchange carriers ("CLECs").
29. With respect to interconnection-related billing, the Carrier Access Billing System ("CABS") is used to render the reciprocal compensation bill invoices to any carrier that has an EOI arrangement. When interconnection is ordered, the service order processor

generates a service order to establish a CABS account. CABS issues monthly bills for both reciprocal compensation usage and switched access usage. At each billing period, CABS summarizes all applicable usage-based charges for each account.

30. It is not necessary to establish different billing accounts for local and intraLATA toll usage. The requesting carrier, at its discretion, can elect to have only one account established in CABS and get only one bill. If such an election is made, the reciprocal compensation rate and switched access rates are separately identified on the bill.
31. Local and intraLATA toll calls are distinguished for billing purposes. A mechanized "look-up" is performed on the originating and terminating number to make this distinction and to rate the minutes of use appropriately.

## **B. Methods of Interconnection**

### **1. Collocation**

32. A telecommunications carrier may submit requests for physical collocation at specific Central Office locations to the AIIS Service Center in Milwaukee, Wisconsin. The AIIS Service Center will then direct the request to the Ameritech Network Collocation Coordinator. Requests from Ameritech affiliates will be governed by the same terms and conditions that apply to nonaffiliated carriers. The ordering procedures used for collocation are similar to those used for access services. Ameritech uses the industry standard ASR format developed for collocation (Interconnection Application/Order

Form). The requesting carrier submits an ASR for collocation via facsimile or U.S. mail. Ameritech then reviews the ASR for completeness, obtains from the requesting carrier any additional information that may be required, date- and time-stamps the receipt of the complete ASR order, assigns an Ameritech service order number to the request, formats the order in EXACT and transmits the completed ASR to the customer's service manager via facsimile. The Ameritech Network Collocation Coordinator will verify availability of floor space by contacting Ameritech's Central Office Space Planning Engineers.

33. As described in Article XII of the AT&T Agreement, upon receiving written notification of the availability of physical collocation space from Ameritech, the requesting carrier must send written verification that it still requires each collocation space requested on the carrier's application for which space is available. This written notification is the requesting carrier's firm order for service for each requested collocation space. Central Office Build Out ("COBO") modifications and additions to space described in the proposal do not begin until the appropriate portion of the COBO charge has been paid. Delayed payment of the COBO charge may delay the actual delivery date.
34. When Ameritech receives a firm order and payment of the COBO, it will conduct a preconstruction survey for each request to identify all modifications and work required

to provide the other carrier with the requested space. After the preconstruction survey, the requesting carrier must meet with Ameritech.

35. After this meeting, Ameritech provides the requesting carrier with a written proposal concerning the collocation space. This proposal details both the requirements and charges necessary to meet the carrier's specific request and the expected delivery date. The requesting carrier must acknowledge acceptance of the charges in this written proposal by signing it and returning a copy to Ameritech.
36. Once the physical collocation arrangement is in place, the collocater is responsible for maintaining its own equipment.
37. The process for reservation of physical collocation space is described in the AT&T Agreement (§ 12.9 and Sch. 12.9.1).
38. If sufficient space is not available to provide physical collocation, the customer is notified and asked whether it desires to pursue a virtual collocation arrangement. In such an arrangement, the CLEC leases, for one dollar (\$1), Network Equipment Building Standards ("NEBS")-approved transmission equipment that the CLEC needs to interconnect with Ameritech or obtain access to Ameritech's unbundled network elements.

39. For virtual collocation, the Collocation Coordinator forwards the ASR to the appropriate work groups within the network organization to determine available space, verify equipment, fiber and power needs and arrange for a customer walk-through to determine final requirements and extraordinary costs.
40. The IFCPC planner then receives an initial copy of the request and is notified by the AIIS service center to create the necessary virtual collocation facility identification for billing purposes. The fiber assignments and due date are provided to the planner by the Collocation Coordinator.
41. Critical dates, which typically are negotiated, and the virtual collocation facility circuit ID are provided within two weeks of the walk-through. The AIIS service representative issues the service order within two hours of receipt of such information.
42. The interconnector's fiber is then inventoried in the Ameritech TIRKS database using the CLLI codes for the interconnector's ACTL location, and the interconnector's virtual collocation node is established.
43. A tie cable inventory is created in TIRKS for each interconnector's location. The tie cable is used as the Connecting Facility Assignment ("CFA") for other unbundled elements that are to be cross-connected to an interconnector's collocated equipment. The tie cable provides the central office technician with the LGX, DSX, or MDF

location needed to cross-connect the other unbundled elements to the interconnector's collocated facilities.

44. When the AIIIS service representative obtains this information, the customer is notified with respect to the equipment bay, relay rack, CFA database information, maintenance circuit ID and provisioning data for its virtual collocation arrangement.
45. Once the virtual collocation arrangement is in place, Ameritech provides maintenance equivalent to that which Ameritech provides to itself and other customers. If Ameritech is not familiar with the collocator's type of equipment in that particular collocated office, the customer must provide Ameritech with training particular to that equipment, or "walk" Ameritech technicians through the maintenance procedures which may be required when trouble is reported. If the customer does not provide such training directly, Ameritech may contract for the training and bill the collocator on a cost basis.
46. Due to the variations in work required to provide the necessary capabilities in any particular office, installation intervals for collocation cannot be determined on an across-the-board basis, but must be negotiated.
47. Ameritech has substantial experience providing collocation space to other carriers. In 1995 and 1996, Ameritech processed over 400 collocation request orders throughout

its five-state region. Ameritech has met the jointly negotiated service dates for these services.

48. In addition to its interconnection Agreements, Ameritech also has provided interconnection through its tariffed Ameritech Central Office Interconnection ("ACOI") service offering, which complies with the FCC Order and Rules. Ameritech has received over 30 orders for this service offering. Ameritech processes these service orders in the same timely manner in which it has processed service orders for its tariffed Ameritech Virtual Optical Interconnection Service ("AVOIS"). Orders for AVOIS increased over 170% in 1996 from 1995, yet Ameritech has not received a single escalation request from customers due to delays in installation.

## **2. Fiber Meet**

49. Mr. Dunny discusses interconnection through fiber meet arrangements in his affidavit.

## **II. CHECKLIST ITEM (ii): UNBUNDLED NETWORK ELEMENTS**

50. As described in Article IX of the AT&T Agreement, Ameritech provides access to all core network elements identified in the Checklist and the FCC's Order and Rules: (1) local loop transmission; (2) Network Interface Devices ("NIDs"); (3) local switching and tandem switching; (4) interoffice transmission facilities; (5) call-related databases and signaling systems; (6) OSS functions; and (7) operator services and directory

assistance ("OS/DA"). Ameritech already furnishes several of these network elements to Brooks Fiber, TCG, MFS and MCI Metro. These products are described by Mr. Dunny.

51. From an operational perspective, AIIS's regional NECC in Milwaukee, Wisconsin, serves as the single point of contact for carriers, including ACI, requesting unbundled network elements. The NECC provides prompt and accurate coordination of network element provisioning, maintenance and repair operations. The NECC's normal hours of operation are 6:30 a.m. - 12:00 p.m. CST, Monday through Friday. A different center handles inquiries and trouble reports outside the NECC's normal hours.

**A. Equal in Quality**

52. The FCC's Rules require that unbundled elements be provided in a manner "equal in quality," or at parity, with what Ameritech provides to itself, its affiliates or others. Ameritech provides operational parity with regard to installation, maintenance and repair.
53. Technical parity means that Ameritech, to the extent feasible, uses the same network elements to provide unbundled network elements to requesting carriers, including ACI, as when it provides bundled local exchange service. For example, the same local loop facilities are generally used whether the loop is provided to a requesting carrier as an unbundled local loop or as part of an Ameritech local service. Ameritech's facility

assignment systems do not discriminate between bundled and unbundled service requests in selecting facilities. In fact, the same local loops are usually used when end users change their dial tone provider from Ameritech to another carrier utilizing the unbundled loop provided by Ameritech. Ameritech's facilities assignment procedures are designed to reuse facilities from the "bundled" service wherever possible.

54. To state this another way, facilities are inventoried in various assignment systems based on their characteristics and features. If facilities are available that meet the bundled service or unbundled element requested, those facilities are assigned without regard to the bundled or unbundled nature of the request.
55. This technical parity applies to all customer requests, regardless of whether it involves bundled service or unbundled network elements, and also without regard to whether the customer is an Ameritech end user, a carrier requesting a network element from Ameritech or an Ameritech affiliate such as ACI.
56. There are some operational differences between unbundled network elements and bundled services. Ameritech does not provide unbundled network elements to end users. Operationally, an unbundled network element cannot be directly compared to bundled services that Ameritech provides to end users. For example, Ameritech's bundled local exchange service connects a loop with central office equipment to provide dial tone, access to the switched network, and features, as well as the ability to

originate and receive calls. Operationally, an unbundled network element provides only the functions of that element. Thus, the operational characteristics of the unbundled loop network element and bundled local exchange service are not the same.

57. However, the operational characteristics of unbundled loops and the operational characteristics of the local loops used to provide exchange services are the same, depending on the type of loop requested. For example, the 2-wire voice-grade, analog loop that is provided on an unbundled basis would be operationally identical to the 2-wire voice-grade loop facility that Ameritech uses to provide its own bundled local exchange service. Similarly, the 2-wire ISDN loop that Ameritech provides on an unbundled basis would be operationally identical to the loop facility that Ameritech uses to provide its own bundled ISDN service.
  
58. With respect to maintenance and repair requests for unbundled elements, repair intervals are automatically quoted through Ameritech's electronic bonding process. The interval quoted is based on the same nondiscriminatory criteria that Ameritech's maintenance administrators quote to Ameritech end users who place calls into Ameritech's repair answering center. The electronic systems which assign, track and process the trouble reports do not treat unbundled elements differently than bundled services.

59. As explained by Mr. Mickens in his affidavit, the performance benchmarks and recordkeeping and reporting procedures that Ameritech has put in place ensure that requesting carriers receive parity treatment with regard to unbundled network element access. In addition to these benchmarks and procedures (see, e.g., AT&T Agreement, Sch. 9.5, Sch. 9.10), other telecommunications carriers' own Operations Support Systems will provide statistics documenting their experiences with Ameritech's unbundled network elements. These other telecommunications carriers can easily compare their statistics with public regulatory reports that Ameritech files with regard to its existing services. For instance, by comparing the actual installation intervals that a requesting carrier is experiencing for unbundled loops with the intervals reported in Ameritech's Open Network Architecture ("ONA") report filed with the FCC, the requesting carrier can easily assess the relative parity of treatment. If the requesting carrier is not satisfied, it can escalate the issue within Ameritech for resolution or file a complaint with the FCC or the MPSC.
60. Ameritech only charges carriers for maintenance calls to repair unbundled network elements in limited circumstances. If the requesting carrier reports customer trouble to Ameritech, Ameritech dispatches a technician, and if the trouble was not caused by Ameritech's facilities or equipment, the other carrier is obligated to pay Ameritech a trip charge for the trouble dispatch and time charges per quarter hour (with a quarter hour minimum charge), based on current time charges.

**B. Combination Of Unbundled Network Elements**

61. Ameritech's provision of combined network elements is addressed in the AT&T Agreement (§ 9.3 & Sch. 9.3.4). Upon request, Ameritech will perform the functions necessary to combine separate network elements in any requested manner to perform as a single element, even if those elements are not ordinarily combined in Ameritech's network, provided that such combination is (1) technically feasible and (2) would not impair the ability of other carriers to obtain access to unbundled network elements or to interconnect with Ameritech's network. Requests by carriers, including ACI, for Ameritech to provide a combination of unbundled network elements will generally be made using the Bona Fide Request ("BFR") process detailed in the AT&T Agreement (§ 2.2 & Sch. 2.2), except for the standard element combination products provided for in that Agreement (Sch. 9.3.4).
62. Ameritech generally assumes that it is technically feasible to combine network elements in the same manner that Ameritech configures them in its network today. Other configurations of network elements, however, must be reviewed for technical feasibility, compliance with the above criteria and the ability to function as an integrated element. This review is undertaken pursuant to the BFR process.
63. Ameritech will combine network elements that are ordinarily combined within its network in the same manner that they are typically combined today. Where Ameritech