

1 **Q. PLEASE STATE YOUR NAME, TITLE AND BUSINESS ADDRESS?**

2 **A.** My name is Michael A. Beach. I am a Vice President for Worldcom (“WCOM”).
3 My business address is 6312 S. Fiddler’s Green Circle, Suite 600 E, Englewood, CO 80111.

4 **Q. PLEASE DESCRIBE YOUR RESPONSIBILITIES AS VICE PRESIDENT**
5 **FOR WCOM.**

6 Since January 1997, I have been responsible for ensuring the implementation of
7 interconnection and other capabilities that we receive from local exchange providers in order
8 to support our local, wireless and long-distance capabilities. My group handles
9 interconnection issues (including local interconnect contract negotiation) arising in the 23-
10 state service territory served primarily by Southwestern Bell, Pacific Telesis and U S WEST
11 Communications, Inc. (“U S WEST”). In addition, my group includes Carrier Management
12 for the three regional Bell Operating Companies (“RBOCs”) mentioned earlier and bill audit
13 and payment of nearly \$2 billion for access and interconnection charges from incumbent local
14 exchange carriers, independent telephone companies and other carriers .

15 **PLEASE DESCRIBE YOUR RELEVANT EXPERIENCE WITH MCI AND**
16 **WCOM.**

17 I have been employed by MCI/WCom for 25 years, in a number of capacities. (For
18 purposes of this testimony, all references will be to WCom). I have held managerial and
19 executive positions in operations, carrier relations and management, regulatory affairs and
20 financial operations. During the majority of that time my area of responsibility has included
21 the territory served by U S WEST or its predecessor companies. In that capacity I negotiated
22 with AT&T (at the time it owned U S WEST in the form of its Bell Operating Companies)
23 the definition and implementation of equal access interconnection and subsequently worked

1 directly with U S WEST on the implementation of equal access and other long distance
2 access requirements. More recently I have had responsibility for the planning and negotiation
3 of interconnection contracts under the Telecommunications Act of 1996, as well as
4 implementation and enforcement of those contracts in our West Region which includes each
5 of the states served by U S WEST.

6 **HAS WCOM ENTERED INTO INTERCONNECTION AGREEMENTS**
7 **WITH U S WEST AND IS MCI/WCOM PROVIDING LOCAL SERVICE IN THE**
8 **U S WEST TERRITORY?**

9 Yes. WCom and U S WEST have entered into interconnection agreements as
10 contemplated by the Telecommunications Act of 1996 in nine. WCom, through its
11 MCImetro, MFS, and Brooks Fiber subsidiaries, has constructed and is operating local
12 networks and is serving customers with facilities-based local services in eight cities in
13 U S WEST territory: Seattle/Tacoma, Portland, Minneapolis/St. Paul, Phoenix, Tucson,
14 Albuquerque, Salt Lake City and Denver.

15 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

16 **A.** The purpose of my testimony is to assist this Commission in making its
17 recommendations to the Federal Communications Commission regarding U S WEST's
18 application to provide interLATA and interstate long distance service. Specifically, I will
19 hope to assist this Commission in determining whether U S WEST has met some of the 14-
20 point checklist items for long distance entry as provided by Section 271 of the
21 Telecommunications Act of 1996. I will address WCom positions on the following Checklist
22 Items:

23 Checklist Item 3 – Nondiscriminatory Access to the Poles, Ducts, Conduit and Rights of

1 Way Owned or Controlled by the Bell Operating Company at Just and Reasonable Rates
2 in Accordance With The Requirements of Section 224 of the Act.

3 Checklist Item 7 – Nondiscriminatory Access to (i) 911 and E911 Services; (ii) Directory
4 Assistance Services to Allow the Other Carrier’s Customers to Obtain Telephone
5 Numbers; and (iii) Operator Call Completion Service.

6 Checklist Item 8 –White Pages Directory Listings For Customers Of The Other Carrier’s
7 Telephone Exchange Service.

8 Checklist Item 9 –Until the Date By Which Telecommunications Numbering
9 Administration Guidelines, Plan, Or Rules Are Established, Nondiscriminatory Access
10 To Telephone Numbers For Assignment To The Other Carrier’s Telephone Exchange
11 Service Customers. After That Date, Compliance With Such Guidelines, Plan, Or Rules.

12 Checklist Item 10 –Nondiscriminatory Access To Databases And Associated Signaling
13 Necessary For Call Routing And Completion.

14 Checklist Item 12 –Nondiscriminatory Access To Such Services Or Information As Are
15 Necessary to Allow the Requesting Carrier to Implement Local Dialing Parity IN
16 Accordance With The Requirements of Section 251(b)(3) of the Act.

17 I will also address the treatment of these Checklist Items in the Washington SGAT filed by
18 U S WEST as part of its 271 review.

19 **Q. WHAT IS WCOM’S POSITION REGARDING CHECKLIST ITEM NO. 3,**
20 **ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS OF WAY?**

21 **A.** WCom has a fundamental disagreement with one portion of the terms proposed by
22 U S WEST on this item. Section 10.8.1.4 of the SGAT is drafted to impose reciprocal
23 requirements on CLECs to provide U S West with access to the CLEC’s Poles, Ducts,

1 Conduits, and Rights of Way. There is neither a federal requirement, nor one imposed in
2 Washington state that requires reciprocity in this regard. More importantly, this proceeding
3 addresses the terms and conditions that U S WEST will make available to competitive
4 carriers; a “Statement of Generally Available Terms and Conditions” available to all CLECs.
5 It would be improper to allow U S WEST to dictate the terms that all CLECs must offer to
6 U S WEST in a document that is intended to be an offering of terms by U S WEST to the
7 CLECs. While it is true that section 251(b)(4) of the Telecommunications Act of 1996 (the
8 “federal Act”) requires all local exchange carriers to afford access to poles, ducts, conduits
9 and rights-of-way to competing carriers, it does not require them to do so on the same terms
10 and conditions offered by the ILEC. While this conceivable could be the outcome of
11 individual CLEC and ILEC negotiations or arbitration it must not be imposed by a statement
12 of terms that are generally available from U S WEST. Such a result would effectively
13 obfuscate the rights granted individual CLECs by the Act to negotiate (and perhaps arbitrate)
14 the terms and conditions under which they would provide U S WEST access to their poles,
15 ducts, conduits and rights of way. Thus, the SGAT language proposed by U S WEST in this
16 section should be revised to remove the reciprocal requirement they propose to apply to
17 CLECs.

18 Section 10.8.2 references a document entitled “U S WEST Pole and Attachment
19 and/or Innerduct Occupancy General Terms and Conditions” attached as Exhibit D.

20 U S WEST agrees to provide nondiscriminatory access to poles, ducts, conduits and rights-
21 of-way to competing carriers under the terms and conditions of Exhibit D. The version of
22 Exhibit D referenced in the Washington SGAT is inconsistent with the SGAT itself.

23 WCom and U S WEST have been addressing Exhibit D in the Arizona 271 proceeding and

1 have reached agreement in that state on revisions to the Exhibit D and its attachments.

2 WCom is presently awaiting the final language that will be incorporated in Exhibit D and its
3 attachments in that state and propose the same, revised document be used in Washington.

4 Finally, access to poles, ducts, conduits and rights-of-way, in so far as that relates to
5 access to sub-loops, should be considered in the workshops on Checklist Items No. 2 and 4.

6 **Q. WHAT IS WCOM'S POSITION REGARDING CHECKLIST ITEM NOS. 7, 8,**
7 **9, 10 AND 12?**

8 **A.** First, WCom has some general concerns regarding underlying documentation that is
9 available to CLECs and internally to U S WEST personnel that relate to these checklist items.
10 WCom, AT&T and U S WEST continue to participate in discussions addressing underlying
11 documentation which is used by competing carriers, U S WEST personnel and others to
12 determine how interconnection and other relevant services actually occur. For example,
13 some underlying documentation may still require use of a SPOT frame. The SGAT does not
14 necessarily require the use of a SPOT frame. However, if the underlying manuals are not
15 consistent with the SGAT, then competing carriers and U S WEST personnel, not otherwise
16 familiar with the SGAT, may require the use of SPOT frame if manuals still show a
17 requirement for such a frame.

18 I understand that U S WEST is updating its underlying documentation to conform to
19 the terms and conditions found in its SGAT and that AT&T, and WCom and U S WEST
20 have reached agreement on the changes necessary in the underlying documentation. WCom
21 is awaiting the final language for but expects that its concerns are resolved, subject to
22 reviewing the final language changes contained in the underlying documentation.

23 With respect to checklist Item No. 7, WCom has the following specific comments

1 regarding the SGAT language.

2 Section 10.5.1.1.2 should be revised to change the reference from “local exchange
3 and end user customers” to the broader term “customers”. This change is necessary to remove
4 any improper restriction against the use of such information by CLECs to provide National
5 DA service or other lawful use.

6 In addition, this section should be revised to delete the use of the term “license” as
7 licensing implies a greater control and power to revoke by U S West on the use of this data
8 by CLECs than is appropriate.

9 This Section 10.5.1.1.2 would thus read:

10 Directory Assistance List Service -- Directory Assistance List Service is the
11 bulk transfer of U S WEST's directory listings for subscribers within U S
12 WEST's 14 states to the for the purpose of providing Directory Assistance
13 Service to its customers subject to the terms and conditions of this Agreement.
14 See Section 10.6 for terms and conditions relating to Directory Assistance List
15 Services.
16

17 On the same basis, Section 10.6.2.1 should be revised as follows:

18 U S WEST provides DA List Information to CLEC, as a competing provider
19 of telephone exchange service and telephone toll service, for the purpose of
20 providing DA service to its customers, or for other incidental use by other
21 carriers' customers, subject to the terms and conditions of this Agreement.
22

23 Any conflicting language in this, or related sections should similarly be revised.
24

25 WCom would suggest, for Checklist Item No. 9, that the SGAT be required to contain
26 language that encourages diversity in the trunking used to provide E911 service. Diversity is
27 achieved by providing multiple trunks, routed over separate paths, that connects a caller to
28 the E911 service provider. Without diversity, an event that causes an outage (such as a cable
29 cut or a blown fuse) may disable all the available E911 trunks. With diversity, if one trunk is

1 disrupted there is a better chance that other trunks will be unaffected since they are on a
2 separate path. Section 10.3.7 does not provide for diversity, multiple trunks, or other
3 provisions necessary to improve the protection of such an essential service. WCom suggests
4 the following language regarding diversity provisions be incorporated within the SGAT:

5 The Parties shall establish a minimum of two dedicated trunks from CLEC's
6 Central Office to each U S WEST 911/E911 selective router (i.e., 911 Tandem
7 Office) that serves the areas in which CLEC provides Exchange Service, for
8 the provision of 911/E911 services and for access to all subtending PSAPs
9 ("911 Interconnection Trunk Groups").
10

11 911 Interconnection Trunk Groups must be, at a minimum, DS-0 level trunks
12 configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface. Either
13 configuration must use Centralized Automatic Message Accounting "CAMA" type signaling
14 with MF tones that will deliver Automatic Number Identification "ANI" with the voice
15 portion of the call, unless the 911/E911 selective router is SS7 capable, in which case MCIW
16 may require SS7 signaling. All 911 Interconnection trunk groups must be capable of
17 transmitting and receiving Baudot code necessary to support the use of Telecommunications
18 Devices for the Deaf ("TTY/TDD"s).

19 Trunking must be arranged to minimize the likelihood of Central Office isolation due
20 to cable cuts or other equipment failures. Where there is an alternate means of transmitting a
21 911/E911 call to a PSAP in the event of failures, U S WEST shall make that alternate means
22 available to CLEC. U S WEST shall assign 911 Interconnection trunks on diverse interoffice
23 facilities where diverse routes are already available or planned. Circuits must have
24 interoffice, loop and carrier system diversity when this diversity can be achieved using
25 existing facilities. Circuits will be divided as equally as possible across available carrier

1 systems. U S WEST shall periodically review the circuit design to ensure that the diverse
2 routing is maintained and rectify any diversity violations. At CLEC's option, diversity will
3 be upgraded to utilize the highest level of diversity available in the network.

4 U S WEST shall provide for overflow 911/E911 traffic to be routed to the (ILEC) Operator
5 Services platform or, at CLEC's discretion, directly to CLEC's Operator Services platform.

6 U S WEST shall provide the 10-digit overflow/alternate number used by the local PSAP, if
7 available.

8 U S WEST shall begin restoration of E911 or E911 trunking facilities immediately
9 upon notification of failure or outage. U S WEST must provide priority restoration of trunks
10 or networks outages on the same terms and conditions it provides itself and without the
11 imposition of Telecommunications Service Priority ("TSP"). CLEC will be responsible for
12 the isolation, coordination, and restoration of all 911 network maintenance problems to the
13 CLEC demarcation (e.g., collocation). U S WEST will be responsible for the coordination
14 and restoration of all 911 Network maintenance problems beyond the demarcation (e.g.
15 collocation). CLEC is responsible for advising U S WEST of the circuit identification when
16 notifying U S WEST of a failure or outage. The Parties agree to work cooperatively and
17 expeditiously to resolve any 911 outage. U S WEST will refer network trouble to CLEC if
18 no defect is found in U S WEST's network. The Parties agree that 911 network problem
19 resolution will be managed in an expeditious manner at all times.

20 U S WEST shall begin repair service immediately upon report of a malfunction.
21 Repair service includes testing and diagnostic service from a remote location, dispatch of or
22 in-person visit(s) of personnel. Where an on-site technician is determined to be required, a
23 technician will be dispatched without delay.

1 Finally, on Checklist Item No. 9 it is WCom's understanding that the issues on LRN
2 and number reassignment will be deferred to Checklist Item Nos. 1 and 11, as is the case in
3 the Arizona 271 proceeding.

4 With respect to Checklist Item No. 10, WCom has the following specific comments
5 regarding the SGAT language.

6 There are several concerns with Section 9.13.2.4.4 related to the delivery of Calling
7 Party Number (CPN). WCom is concerned that this paragraph, as written, could be
8 interpreted to require that CLECs deliver CPN, even in instances CLECs do not receive the
9 CPN from the originating carrier or from the telephone equipment of their own customer and,
10 therefore, cannot pass it on to U S WEST. Further, both U S West and the CLEC have an
11 obligation to deliver CPN (or a reasonable alternative such as Charge To Number) when they
12 have received it from another carrier or from their carrier. The delivery of CPN, or a
13 reasonable alternative, should be reciprocal as this information is essential to both parties in
14 the billing of Reciprocal Compensation for local traffic and access for toll traffic over
15 interconnect trunks. WCom's comments on Reciprocal Compensation further address this
16 issue from that perspective.

17 With these changes, Section 9.13.2.4.4 should read:

18 Calling Party Number (CPN), or a reasonable alternative, will be delivered by
19 each party to the other, in accordance with FCC requirements, when received
20 from another carrier or from the telephone equipment of the end user.
21

22 With respect to Section 9.17.2 InterNetwork Calling Name ("ICNAM"), CLECs
23 should be able to obtain the entire contents of the database, rather than being restricted to
24 only have "access" to it on a per-dip basis. Just as in the case of Directory Assistance Data, a
25 competitive carrier may wish to obtain the full database in order to avoid the requirement to

1 “dip” the U S WEST database for each and every query. This alternative should be made
2 available for several reasons.

3 First, for some CLECs, the cost of obtaining the full contents of the database (as an
4 Unbundled Network Element at TELRIC prices) and maintaining their own database may be
5 more economical than requiring them to pay U S WEST on a per-dip basis for every query.
6 The U S West proposed SGAT sets this price at just over 1.5 cents per dip. Providing the
7 alternative of bulk data provides a potential cost to CLECs and provides an incentive to
8 U S WEST to avoid setting their database query price too high.

9 Second, a CLEC who does operate such a database to support services for their own
10 end users may also develop the capability to offer CNAM database service to other carriers.
11 This situation would have similar public policy benefits to those provided by resale
12 requirements.

13 Finally, CLECs who operate their own CNAM database are not restricted to the exact
14 same service and process methods as offered or used by U S WEST, thus allowing the
15 potential for development of innovative services.

16 The following language should be added to the SGAT to provide for the alternative
17 that CLECs may obtain CNAM data in bulk form from U S WEST.

18 U S WEST will provide to CLECs in a non-discriminatory manner all
19 Customer records used by U S WEST to create and maintain its Customer
20 Name (“CNAM”) database. CLECs may combine this element with any other
21 Network Element for the provision of any Telecommunications Service.

22
23 U S WEST will provide CLECs, in a non-discriminatory manner, all U S
24 WEST, and non-U S WEST customer records (including but not limited to
25 CLEC, and independent telephone company customer records) used by U S
26 WEST within its CNAM database. A complete list of LECs and other carriers
27 whose data is contained in the CNAM database must be provided.
28

1 Upon request, U S WEST will provide an initial load of Customer records via
2 electronic data transfer of its CNAM database. The NPAs included will
3 represent the entire U S WEST operating territory. The initial load must reflect
4 all data that is current as of one business day prior to the provision date.

5
6 On a daily basis, U S WEST will provide updates (end user and mass) to the
7 CNAM database via electronic data transfer. Updates will be current as of one
8 business day prior to the date provided to CLEC.

9
10 CNAM data will be provided at TELRIC and on the same terms and
11 conditions as U S WEST provides to itself.

12
13 U S WEST will provide complete refresh of the CNAM data upon CLEC's
14 request and subject to applicable charges.

15
16 CLEC and U S WEST, upon mutual agreement, will designate a Technically
17 Feasible point at which the data will be provided.

18
19 In addition, Terms and Conditions portion of Section 9.17.2 and all references

20 elsewhere in the SGAT inconsistent with a CLEC's right to access and use of information
21 contained in the database, without restrictions other than those imposed by law or regulatory
22 rule, should be similarly modified.

23 **DOES WCOM HAVE OTHER CONCERNS REGARDING THE U S WEST**

24 **SGAT TERMS RELATED TO DATABASE ACCESS AND UPDATES**

25 Yes, in two areas. First, I believe all parties would agree that accuracy of database
26 information and any updates made to that data is very important. Incorrect information
27 contained in these databases or provided to other carriers for the purposes intended in this
28 SGAT can result in problems with call routing, incorrect billing, and other problems affecting
29 local and long distance services provided by U S WEST or CLECs to their respective end
30 users. In Section 9.17.2.9, for example, U S West includes the following language regarding
31 CAN data updates in their ICNAM database: "U S WEST shall exercise reasonable efforts to
32 provide accurate and complete ICNAM information in U S WEST's ICNAM database."

1 Similar language should be included in the section regarding data updates to U S West’s
2 LIDB database, i.e. in Section 9.15.3.2.4.

3 Second, there are several instances in the proposed SGAT language where U S WEST
4 attempts to impose more stringent warranty and accuracy requirements on the data that a
5 CLEC provides to U S WEST than when U S WEST provides the same data to a CLEC. For
6 example, in Section 10.6.2.1, U S WEST will provide DA List information “AS IS, WITH
7 ALL FAULTS.” Similarly, in Section 9.17.2.9, U S WEST provision of ICNAM information
8 “is provided on an as-is Basis with all faults. U S WEST does not warrant or guarantee the
9 correctness or the completeness of such information...” However, when establishing
10 requirements for CLECs who obtain DA data updates from U S West, Section 10.6.2.2 states
11 that “CLEC will obtain and enter into its database daily updates of the DA List Information,
12 will implement quality assurance procedures such as random testing for listing accuracy...”
13 Likewise, in Sections 10.4.2.13 and 10.4.2.14, dealing with CLEC provision of directory
14 listing data to U S WEST the SGAT requires that the “CLEC represents and warrants the end
15 user information provided to U S WEST is accurate and correct.” and “CLEC further
16 represents and warrants that it has reviewed all listings provided to U S WEST, including end
17 user requested restrictions on use, such as nonpublished and nonlisted.”. These (and any
18 similar) inequities in the language applying to U S WEST, on the one hand, and CLECs, on
19 the other, must be corrected and reconciled to provide fair treatment and reasonable assurance
20 of accurate database data and updates to all parties and to the end users they serve.

21 **Q. DOES AGREEMENT ON SGAT LANGUAGE ENSURE THAT U S WEST’S**
22 **ACTUAL PERFORMANCE UNDER THE SGAT WILL MEET THE STANDARDS OF**
23 **THE FCC AND THE STATE OF WASHINGTON?**

1 Not necessarily. For example, whether U S WEST meets the requirements of Checklist No. 8
2 must be conditioned upon whether U S WEST meets the relevant performance measurements
3 on directory listings. Specific performance measures, currently being finalized, that would
4 apply in this area are DB-1 (Time to Update Database) and DB-2 (Accurate Database
5 Update). Any party must be allowed to challenge U S WEST's compliance with Checklist
6 Item No. 8, if U S WEST fails to meet the relevant performance measurements. Likewise,
7 whether U S WEST meets the requirements of Checklist No. 9 must be conditioned upon
8 whether U S WEST meets the relevant performance measurement, NP-1 (NXX Code
9 Activation). WCom has advocated that appropriate tests be conducted to confirm acceptable
10 performance on these and other Checklist Items as part of the testing of
11 U S WEST's OSS in the Regional Oversight Committee (ROC) OSS testing process.

12 **DO YOU HAVE ANY RELEVANT EXPERIENCE WHERE AN ILEC HAS**
13 **PASSED STATE OSS TESTING BUT STILL FAILED TO DELIVER**
14 **SATISFACTORY SERVICE UNDER THEIR STATE CONTRACT ONCE**
15 **COMMERCIAL SERVICE VOLUMES ARE REACHED?**

16 **A.** Yes, in both New York and Texas, commercial volumes of service orders uncovered
17 excessive levels of ILEC problems of lost dial tone, failure to provide completion notices,
18 incorrect long distance PIC, incorrect or delayed LIDB updates, and other customer affecting
19 problems. This is particularly troubling, since both states conducted extensive OSS testing
20 and had pronounced the ILEC as successfully "passing" the state 271 review. However, the
21 problems were so pronounced in New York that on March 9th of this year Bell Atlantic North
22 paid \$13 million in fines and penalties. Additional fines and penalties are pending.

23 This demonstrates the need to ensure that both proper testing and ongoing

1 performance measurement and reporting are required of U S WEST. WCom will comment
2 further in this regard in the appropriate portions of this proceeding focused on performance
3 measures and prevention of “back sliding”.

4 **DOES THIS CONCLUDE YOUR TESTIMONY?**

5 **A.** Yes, it does.