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June 3, 2008

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Ms. Ann Cole, Director
Commission Clerk and Administrative Services
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Docket No. 070699-TP

Dear Ms. Cole:

Enclosed for filing on behalf of Intrado Communications Inc. are an original and 15 copies of the following documents.

1. A corrected version of the Rebuttal Testimony of Thomas W. Hicks. The correction is made on page 11, changing the issue numbers from 3a and 3b on lines 13 and 16, to 2a and 2b. This testimony should replace the testimony filed in this docket on May 28, 2008; and

2. A corrected Exhibit TH-5 to be attached to Thomas W. Hicks Direct Testimony filed in this docket on April 21, 2008. The originally filed TH-5 was a copy of TH-6.

Please acknowledge receipt of this letter by stamping the extra copy of this letter "filed" and returning the same to me.

Thank you for your assistance with this filing.

Sincerely yours,

Floyd R. Self

FRS/amb
Enclosures

cc: Rebecca Ballesteros, Esq.
Parties of Record

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BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION
Docket No. 070699-TP
Petition of Intrado Communications Inc. Pursuant to Section 252(b) of the
Communications Act of 1934, as amended, to Establish an Interconnection
Agreement with Embarq Florida Inc.

REBUTTAL TESTIMONY OF THOMAS W. HICKS

May 28, 2008

Q: PLEASE STATE YOUR NAME, TITLE, AND BUSINESS ADDRESS FOR THE RECORD.

A: My name is Thomas W. Hicks. My business address is 1601 Dry Creek Drive, Longmont, CO, 80503. I am employed by Intrado Inc. as Director - Carrier Relations. I also serve as the Director – Carrier Relations for Intrado Inc.’s telecommunications affiliate, Intrado Communications Inc. (“Intrado Comm”), which is certified as a competitive local exchange carrier (“CLEC”) in Florida.

Q: PLEASE DESCRIBE YOUR RESPONSIBILITIES FOR INTRADO COMM.

A: I am responsible for Intrado Comm’s carrier relations with incumbent local exchange carriers (“ILECs”), such as Embarq Florida Inc. (“Embarq”), CLECs, wireless providers, and Voice over Internet Protocol (“VoIP”) providers.

Q: WHAT IS THE PURPOSE OF YOUR TESTIMONY?

1 A: The purpose of my testimony is to explain Intrado Comm’s position on the
2 following unresolved issues: Issue 1(a), (b), and (d); Issue 3(a) and (b); Issue
3 4(a), (b), and (c); and Issue 5(a) and (b).

4 *Issue 1(a): What service(s) does Intrado Comm currently provide or intend to*
5 *provide in Florida?*

6 **Q: DOES EMBARQ’S REPRESENTATION OF SCENARIOS 1**
7 **THROUGH 3 ACCURATELY REPRESENT THE INTRADO COMM**
8 **COMPETITIVE 911 SERVICE OFFERING?**

9 A: Embarq’s technical depiction of the scenarios is accurate, however the
10 testimony characterizing the scenarios as separate, non-related, and distinct
11 occurrences is misleading at best. The Intrado Intelligent Emergency
12 Network (IEN)[®] is best described as a competitive local exchange service that
13 is purchased by public safety answering points (“PSAPs”) so as to receive,
14 process, and respond to calls to 911 placed by consumers of traditional dial
15 tone services, wireline and wireless, as well as emerging IP-based
16 communication services. The introduction and deployment of an advanced
17 E911 system will require interconnection and interoperability with existing
18 E911 systems which are provided by the ILEC. This includes interoperability
19 amongst PSAPs served by competing Selective Router providers.
20 Furthermore, as both Intrado Comm and Embarq are authorized to provide
21 local exchange services to end users, there will be a mutual exchange of E911
22 traffic when each Party is designated as an E911 Service provider. It is
23 immaterial if Intrado Comm is providing local dial tone services in its E911

1 tariff offering; Intrado Comm is authorized to provide such services and any
2 terms and conditions of a 251 interconnection agreement should reflect that
3 ability. Embarq's Scenario 1, where Embarq is the designated E911 service
4 provider and Intrado Comm will pass E911 traffic and database information,
5 is appropriate for a 251 interconnection agreement. Scenario 2, which
6 Embarq states is not appropriate for a 251 agreement, merely reflects the
7 reciprocal side of a mutual exchange of E911 traffic when Intrado Comm has
8 been designated the E911 service provider and therefore is appropriately
9 addressed in the context of a 251 agreement. Lastly, Scenario 3 is the
10 interconnection required to make competing local exchange 911 networks
11 interoperate without a degradation of service that may ensue when
12 competitive entrants roll out services. The FCC clearly understood that
13 network interoperability of competing local exchange networks is a keystone
14 of the Telecommunications Act of 1996. Scenario 3 is appropriately
15 addressed in the context of a 251 agreement because it goes to the heart of
16 making competing E911 networks interoperable for the benefit of consumers.
17 Therefore, it is apparent that each of Embarq's self described scenarios are in
18 reality inter-related and inter-dependent events that are properly addressed by
19 a 251 interconnection agreement.

20 **Q: WHERE DOES SUBSEQUENT TESTIMONY SUPPORT INTRADO**
21 **COMM'S POSITION THAT EMBARQ DOESN'T UNDERSTAND**
22 **THE CONCEPT OF A COMPETITIVE E911 SERVICES PROVIDER?**

1 **A:** Mr. Maples’ various descriptions of how carriers provide E911 Services is
2 confusing and inconsistent. Mr. Maples testimony on page 4 states once an
3 entity like Embarq or Intrado Comm receives a contract to provide E911
4 services that entity has a monopoly. Moving on to page 6, in his description
5 of associated exhibits, Mr. Maples discusses how two providers of E911
6 services are “co-providers” of services who are not in competition with each
7 other but instead have “primary” and “secondary” responsibilities to PSAPs.
8 This totally contradicts the previous statement about an entity having
9 monopoly status when it wins a contract to provide E911 Services. Then, on
10 page 7, Mr. Maples reverts back to his assertion of a sole source monopoly
11 provider when Intrado Comm is designated as the E911 Services provider.
12 Page 20 finds Mr. Maples reverting to the non-competing “co-provider”
13 arrangement that allows multiple providers to serve a PSAP but stating this
14 arrangement is in place at the behest of PSAPs wishing to back each other up.
15 Maples later states on page 33 these types of “co-provider” arrangements, put
16 in place based on PSAP requests to have PSAP to PSAP interoperability, are
17 not between competing E911 Service providers. Further muddying the
18 descriptive waters is Maples’ testimony on page 35 where he confuses
19 Embarq, as a provider of local exchange dial tone services, needing to
20 interconnect to Intrado Comm where Intrado Comm has been designated the
21 E911 Service provider. He is claiming there is no sense of multiple providers
22 operating within the same serving area at the same time. This description
23 implies his original contention that 911 services are only offered to PSAPs in

1 a monopoly serving arrangement. Page 41 reflects a return to PSAPs being
2 served by two companies and paying both companies for service. Finally, on
3 page 22 in his testimony with supporting testimony on page 44, Mr. Maples
4 offers a final dizzyingly confounding justification for Embarq's unilateral
5 decision to use its existing Selective Routers to "call sort" 911 traffic from
6 Embarq end offices destined for PSAPs served by different 911 systems,
7 which refutes its earlier assertion that tandem to tandem interoperability is
8 only deployed at the behest of PSAPs. The testimony on page 22 asserts
9 trunking each Embarq end office to an Embarq Selective Router and then
10 sending the call to Intrado Comm's tandem via inter-Selective Router trunks
11 is "more efficient for Embarq" but it makes no mention of PSAP preferences.
12 It is evident by this "fluid" shifting point of view that Embarq does not
13 understand the services Intrado Comm intends to deploy. Mr. Maples lack of
14 understanding regarding the services offered by Intrado Comm is further
15 evidenced by his inability to discern between services offered by Intrado
16 Comm and its parent company, Intrado Inc.

17 **Q: PLEASE EXPLAIN WHY INTRADO COMM STATES EMBARQ IS**
18 **UNABLE TO DISCERN BETWEEN INTRADO COMM OFFERINGS**
19 **AND THE OFFERINGS OF INTRADO INC.**

20 **A:** Mr. Maples' explanation of E911 call flows for wireline, wireless, and VoIP
21 service providers concludes with a statement of how these carriers can
22 purchase services from Intrado Comm in a wholesale arrangement which
23 would be used to deliver the calls to the Embarq E911 network. However, the

1 wholesale services he described are currently sold by Intrado Inc to wireline,
2 wireless, and VoIP providers and are not intended to replace the current E911
3 infrastructure maintained by ILECs such as Embarq. These services are not
4 the competitive services for which Intrado Comm is seeking interconnection
5 with the incumbent.

6 It is obfuscation on the part of Embarq to introduce these wholesale
7 offerings of Intrado Inc. as proof that Intrado Comm does not need 251
8 interconnection. Intrado Comm will provide competitive E911 Services that
9 will be sold as retail services to PSAPs in competition with the retail services
10 Embarq currently offers to PSAPs pursuant to tariff as regulated services.
11 These retail, local exchange network telecommunications services are no
12 different than the types of local network services other CLECs offer to their
13 customers and for which they are entitled to Section 251 interconnection with
14 the ILECs. Embarq's effort to confuse Intrado Inc's wholesale services with
15 Intrado Comm's retail services can only be to deter competition in marketing
16 retail E911 services to PSAPs.

17 **Q: ARE INTRADO COMM'S INTRODUCTION OF COMPETITIVE E911**
18 **SERVICE OFFERINGS REALLY THAT SIMILAR TO THE**
19 **COMPETION OF SERVICES IN THE DIAL TONE MARKET?**

20 **A:** Yes. The Intrado Comm E911 Services are analogous the services Embarq
21 markets to PSAPs via its E911 tariff for Florida. Intrado Comm is therefore a
22 competitive provider in the Embarq territory. Currently, all PSAPs served by
23 an Embarq router have the ability to transfer calls among each other without

1 having to request any unique “peering arrangement” as described by Embarq
2 in its testimony. Should any of Embarq’s PSAP customers served by a
3 specific Selective Router choose to take to Intrado Comm’s competitive E911
4 Services they would lose this transfer ability absent any interoperability
5 between the two competing networks. PSAPs who have a choice amongst
6 competing E911 Service providers, much like consumers who have choices in
7 the local dial tone market, should have the ability to complete and receive
8 calls from each other. Competing carriers establish such interoperability
9 amongst themselves not through commercial agreements but instead rightfully
10 utilize the constructs of the federal Telecommunications Act of 1996. Section
11 251 interconnection is also the proper framework for competing local
12 exchange providers to establish interconnection for the mutual exchange of
13 traffic. Both Intrado Comm and Embarq have the requisite authority to offer
14 not only E911 Services but traditional dial tone services. Therefore, parties
15 will have to establish the means to not only exchange transferred 911 calls
16 amongst their respective PSAPs but also have a mutual exchange of 911
17 traffic from their respective dial tone end users when both are operating within
18 the same rate center or exchange areas.

19 ***Issue 1(b): Of the services identified in (a), for which, if any, is EMBARQ***
20 ***required to offer interconnection under Section 251(c) of the Telecommunications***
21 ***Act of 1996?***

1 **Q: WHY ISN'T A PEERING ARRANGEMENT BETWEEN INTRADO**
2 **COMM AND EMBARQ A MORE APPROPRIATE VEHICLE FOR**
3 **OBTAINING THE INTERCONNECTION INTRADO COMM NEEDS?**

4 **A:** Peering arrangements are typically used between non-competing 911/E911
5 providers located in adjacent territories. Rather, Intrado Comm is going to
6 actively sell a competing 911/E911 service in Embarq's Florida serving area.
7 Section 251 interconnection was developed for competitors operating in the
8 same geographic area rather than non-competitors operating in adjacent
9 territories.

10 **Q: ARE YOU AWARE OF HOW THE FCC DEFINES**
11 **"INTERCONNECTION"?**

12 **A:** While I am not a lawyer, I understand that the FCC has defined
13 "interconnection" as the linking of two networks for the mutual exchange of
14 traffic.

15 **Q: DOES THE ARRANGEMENTS INTRADO COMM SEEKS TO**
16 **IMPLEMENT WITH EMBARQ FIT WITHIN THAT DEFINITION?**

17 **A:** Yes. Intrado Comm seeks to link its network with Embarq's network for the
18 mutual exchange of traffic between the Parties' end users.

19 **Q: DO INTRADO COMM'S PROPOSED EDITS TO THE EMBARQ**
20 **INTERCONNECTION AGREEMENT UNFAIRLY SHIFT COSTS TO**
21 **EMBARQ AND IS INTRADO COMM "GAMING THE SYSTEM" AS**
22 **TESTIFIED BY EMBARQ?**

1 **A:** The answer to both of the questions is a firm and resolute no. In fact, it can be
2 inferred that it is Embarq that is actually gaming the system by its continued
3 insistence to meld together Embarq's responsibilities, as a provider of dial
4 tone services, to provide end users access to E911 Systems and Embarq's
5 responsibilities to PSAPs as a provider of E911 services. These are two
6 separate sides and distinct service for Embarq. Introduction of competition
7 into the E911 Services arena will enable the introduction of new and highly
8 valuable services to not only the PSAPs but to emergency responders, law
9 enforcement, and consumers.

10 Mr. Maples' testimony clearly sets out the demarcation point between
11 the responsibilities of CLECs, wireless, carriers, and VoIP providers when
12 providing their respective end users access to E911 Services. He makes
13 numerous references to the King County decision and extrapolates from that
14 ruling the demarcation point for all dial tone equivalency providers. The
15 exact same demarcation point should also rightfully apply to Embarq.
16 However, because Embarq mistakenly asserts it should continue to recover
17 costs from PSAPs served by Intrado Comm for the delivery of Embarq end
18 user 911 calls to the Intrado Comm E911 system. Similarly Embarq also
19 improperly is seeking to recover costs from Intrado Comm-served PSAPs for
20 submission of subscriber data used to create E911 ALI records. Neither of
21 these attempts to charge PSAPs are appropriate once Intrado Comm is the
22 network provider to those PSAPs.

1 **Q: EMBARQ CLAIMS IT WOULD BE CREATING THE ALI RECORDS**
2 **WHEN INTRADO COMM IS THE DESIGNATED E911 SERVICES**
3 **PROVIDER. SHOULDN'T THEY BE ENTITLED TO COST**
4 **RECOVERY IF THEY PERFORM THIS ACTIVITY?**

5 **A:** Embarq's assertions regarding the creation of ALI records on pages 42-43 are
6 not correct. When Intrado Comm serves as the E911 Services provider
7 Intrado Comm is the entity creating the ALI record provided to the PSAP in
8 conjunction with the E911 calls delivered by Intrado Comm to such PSAPs.

9 As a part of its normal business operations, Embarq extracts certain
10 subscriber data from their internal systems as a part of the provisioning of
11 local dial tone to its customers. This data is formatted into an industry
12 recognized NENA recommended format and then submitted to Intrado Comm
13 for the creation of E911 call routing databases and ALI subscriber records.
14 This extraction process is done by every other local provider, wireless, CLECs
15 and VoIP providers alike, who do not receive compensation from the PSAPs
16 for this activity as it is an activity associated with the provisioning of dial tone
17 services and not E911 services. To insist that Embarq has a right to bill
18 PSAPs served by Intrado Comm for ALI via the Embarq E911 tariff is truly
19 an example of Embarq gaming the system. There is no justification for
20 Embarq to be compensated for ALI when no other local carrier is being
21 compensated for creating and providing the underlying network information
22 that ultimately goes into Intrado Comm's provisioning of ALI services to its
23 PSAP customers. As the Commission determined in the recent declaratory

1 statement, the PSAPs are not required to pay for services they do not request
2 or receive from the ILECs.

3 *Issue 1(d): For those services identified in 1(c), what are the appropriate rates?*

4 **Q: WHAT RATES FOR INTRADO COMM SERVICES SHOULD**
5 **APPEAR IN THE ICA AND WHAT ARE THE APPROPRIATE**
6 **RATES?**

7 **A:** Intrado Comm has proposed rates to govern Embarq's interconnection to
8 Intrado Comm's Intelligent Emergency Network®, such as port termination
9 charges. The charges proposed by Intrado Comm are similar to the entrance
10 facility and port charges imposed by Embarq on competitors for
11 interconnection to Embarq's network. A copy of Intrado Comm's proposed
12 rates are attached as Exhibit No. _____, Hicks Rebuttal TH-7.

13 *Issue 2(a): What trunking and traffic routing arrangements should be used for*
14 *the exchange of traffic when Intrado Comm is the designated 911/E911 Service*
15 *Provider?*

16 *Issue 2(b): What trunking and traffic routing arrangements should be used for*
17 *the exchange of traffic when Embarq is the designated 911/E911 Service Provider?*

18 **Q: WHAT TRUNKING AND TRAFFIC ROUTING ARRANGEMENTS**
19 **SHOULD BE USED FOR THE EXCHANGE OF TRAFFIC WHEN**
20 **INTRADO COMM HAS BEEN DESIGNATED BY THE**
21 **GOVERNMENTAL AUTHORITY TO PROVIDE 911/E911 SERVICES?**

22 **A:** The optimal way for carriers to route their traffic to the appropriate 911
23 provider is to establish direct and redundant trunk configurations from ILEC

1 originating offices to multiple, diverse 911 network access points. This would
2 require the carrier to sort its calls at the originating switch, and deliver the
3 calls to the appropriate 911 routing system over diverse and redundant
4 facilities (this technique is known as “Line Attribute Routing”). This trunk
5 and transport configuration minimizes the switching points, which reduces the
6 potential for failure arising from the introduction of additional switching
7 points into the call delivery process. Also, should one path be unable to
8 complete the call, the presence of an alternative diverse facility greatly
9 enhances the ability for the emergency call to be delivered to the PSAP.

10 **Q: IS LINE ATTRIBUTE ROUTING TECHNICALLY FEASIBLE?**

11 **A:** Yes. Through synchronization of the Master Street Address Guide (“MSAG”)
12 and building appropriate tables in Embarq’s digital end offices, accurate Line
13 Attribute Routing is technically feasible.

14 **Q: IS INTRADO COMM ASKING EMBARQ TO CHANGE ITS ENTIRE**
15 **911 NETWORK TO ACCOMMODATE INTRADO COMM’S**
16 **PREFERENCE TO USE “LINE ATTRIBUTE ROUTING” TO ROUTE**
17 **TRAFFIC?**

18 **A:** No. Intrado Comm is simply requesting that when Intrado Comm is
19 designated as the local PSAP’s 911 network provider for an area containing
20 Embarq end users, that the affected end user’s 911 calls are forwarded to
21 Intrado Comm on direct, dedicated 911 trunks. This is no different than how
22 Embarq currently routes traffic when it or another ILEC serves as the E911
23 network provider. However, where a portion of an end office is served by

1 PSAPs hosted by separate wireline E911 networks, Intrado Comm is
2 requesting that the necessary sorting of the calls to determine which wireline
3 E911 network is to receive the call be performed at the end office through the
4 use of the caller's line attributes, rather than inserting a second stage of
5 switching at another central office.

6 **Q: IF THE FLORIDA COMMISSION DETERMINES EMBARQ MAY**
7 **USE ITS EXISTING SELECTIVE ROUTERS TO PERFORM "CALL**
8 **SORTING" FUNCTIONS IN LIEU OF LINE ATTRIBUTE ROUTING,**
9 **SHOULDN'T EMBARQ GET COST RECOVERY FROM THE PSAPS**
10 **WHO RECEIVE 911 CALLS FROM THE SORTED END OFFICES?**

11 **A:** No. The establishment of call routing from a switch or end office over a
12 particular trunk group to an E911 selective router is clearly on the local
13 exchange service provider's side of the demarcation point. Delivery of a call
14 to the appropriate E911 selective router is a local exchange service function of
15 providing access to the E911 Network. Delivery of the E911 call to the
16 appropriate PSAP and the delivery of caller associated location information is
17 part of the E911 services provided to the PSAP by its network providers, not
18 access to E911 Services that a caller's local service provider makes available
19 to that caller. The delivery of a 911 call to the appropriate E911 selective
20 router, whether it be by Line Attribute Routing or call sorting via a central
21 office running an E911 Selective Router application, is still access to E911
22 services for the benefit of end user subscribers, and, the costs of delivery to
23 the selective router should be borne by that subscriber's local service provider

1 and recovered its subscribers just as it is done by CLECs, VoIP, and wireless
2 carriers.

3 Even if the Commission concurred with Embarq's assertions that Line
4 Attribute Routing is too onerous and costly for Embarq to deploy and
5 continued to allow Embarq to "call sort" with its central offices running a
6 selective routing application, it would still be inappropriate for Embarq
7 to charge Intrado Comm or its PSAPs. Allowing Embarq to recover costs
8 from PSAPs for this "call sorting" arrangement would give Embarq
9 preferential treatment over CLECs and other local service providers (wireless
10 and VoIP) while subsidizing a technologically inefficient provisioning system
11 that has not fundamentally changed since the advent of competition in the
12 local exchange service market.

13 **Q: WHY DO YOU THINK EMBARQ IS OPPOSED TO USING LINE**
14 **ATTRIBUTE ROUTING?**

15 **A:** In his condemnation of Line Attribute Routing, Mr. Maples indicates the
16 problems it would cause Embarq. Every issue he mentions has to do with the
17 provisioning of local exchange dial tone service and the ability to deliver each
18 call to the appropriate E911 selective router. Embarq's immediate inability to
19 support Line Attribute Routing has its roots in Embarq's initial E911 network
20 design in a monopoly environment. In that environment, there would be no
21 need to segregate end office traffic because E911 was a "closed loop" system
22 - - Embarq would provide E911 services to PSAPs who served Embarq end
23 office subscribers. Therefore, there was no need to sort calls between E911

1 systems on the other hand, in a competitive environment CLECs and other
2 local service providers often serve larger geographic areas with a single
3 switch. Consequently a CLEC switch may need to support 911 call delivery
4 to different E911 selective routers – for example there are four in the South
5 Florida LATA. Thus, competitive local providers much integrate the Master
6 Street Address Guide into their provisioning systems so as to allow for the
7 ability to assign line attributes for Line Attribute Routing. Embarq posits that
8 PSAPs who choose Intrado Comm should pay Embarq to sustain these
9 inefficient provisioning processes when no other local carrier does this. The
10 reality is this is the way it is going to have to be as further competition is
11 introduced in the local network by Intrado Comm and other providers.
12 Embarq is entitled to design its network as it wants, but it should bear the cost
13 of its inefficient design.

14 **Q: WHAT ABOUT EMBARQ’S CONTENTION IT SHOULD BE**
15 **COMPENSATED FOR USING ITS SELECTIVE ROUTER TO SERVE**
16 **AS AN AGGREGATOR AND CALL SORTER FOR EMBARQ END**
17 **OFFICE TRAFFIC?**

18 **A:** Intrado Comm does not recommend the use of the Selective Router to serve as
19 a call sorter to segregate end-office traffic destined for different E911 Services
20 providers. Intrado Comm advocates the use of some type of line attribute
21 routing that segregates the traffic at the end office. This minimizes potential
22 points of failure in both the switching of the call as well as the transport
23 circuit design. Should the Commission determine that Embarq may elect to

1 use the existing Embarq Selective Routers to segregate end office traffic
2 destined for different E911 systems, then Embarq should not be allowed to
3 recover this cost from a PSAP served by a competitor. This is because the
4 Selective Router providing services to the PSAP, not the Selective Router
5 serving as a call segregator, should be considered the demarcation point for
6 cost recovery purposes. Embarq is obliged to do this as a legal obligation to
7 provide its end users access to E911 services. This is supported by Embarq's
8 own testimony regarding the description of E911 Services and the use of the
9 Selective Router as the demarcation between the PSTN and the E911 network.
10 To "project" E911 Services function on the Embarq Selective Router when it
11 is functioning in lieu of class marking so as to continue to have PSAPs
12 subsidize local dial tone provisioning is disingenuous on the part of Embarq.
13 In a competitive dial tone market CLECs do not get cost recovery from
14 PSAPs for the submission of subscriber data to E911 Database Management
15 Systems; for E911 database error investigation, correction, and re-submission
16 to E911 Database Management Systems; for end office segregation of end
17 user 911 traffic destined for different E911 systems; and for delivery of voice
18 and ANI to an E911 Selective Routers. Embarq should not be allowed to
19 "game the system" by imposing E911 tariff rates for these local dial tone
20 responsibilities.

21 **Q: IS EMBARQ'S PROPOSED ALTERNATIVE INTERCONNECTION**
22 **METHOD TO INTRADO COMM ON PAGE 22 OF MAPLES'**
23 **TESTIMONY A SOUND METHOD TO USE INSTEAD OF INTRADO**

1 **COMM'S RECOMMENDED INTERCONNECTION**
2 **CONFIGURATION OF INDIVIDUAL AND IDENTIFIABLE TRUNK**
3 **GROUPS?**

4 **A:** No. This alternative offering has major drawbacks should the Embarq router
5 fail or there be a facility failure between Embarq and Intrado Comm.
6 Embarq's alternative method recommends all Embarq end offices currently
7 trunked to Embarq routers remain trunked to Embarq routers and then Embarq
8 will establish a single connection to Intrado Comm's E911 System. This
9 proposed alternative is rife with potential failure points and therefore is not the
10 optimal configuration for E911 purposes. The first major failure point is the
11 Embarq Selective Router. Running all Embarq end offices through the
12 Embarq Selective Router now introduces a single point of failure for 911
13 traffic originating from Embarq End Offices. If the Embarq Selective Router
14 fails then end user 911 calls destined for Embarq served PSAPs as well as
15 Intrado Comm served PSAPs would never be processed, and Embarq end
16 users dialing 911 would receive a re-order or all circuits busy messages.
17 However, if the Embarq end offices segregated the 911 traffic at the
18 originating source and sent the calls out separate trunk groups, one to Embarq
19 for Embarq destined PSAPs and one to Intrado Comm for Intrado Comm
20 destined PSAPs, then failure of the Embarq router would only impact the
21 Embarq end users who are served by a single Embarq router for E911. The
22 Intrado Comm destined traffic, if interconnected as Intrado Comm
23 recommends to a minimum of two diverse points, would not experience such

1 a failure as Intrado Comm's E911 system shall be supported by 3
2 geographically diverse and redundant routers. Embarq's recommendation of a
3 single connection from the Embarq Router to the Intrado Comm E911
4 network poses another single point of failure should that facility between the
5 systems be compromised. Intrado Comm's E911 design with a minimum of
6 two points of interconnection and individual trunk groups from each end
7 office served by Intrado Comm's PSAPs is in accordance with NRIC best
8 practices and NENA recommended guidelines for Default Routing. Please
9 see attached Exhibit No. ____, Hicks Rebuttal TH-8.

10 **Q: WHAT DOES INTRADO COMM MEAN BY THE TERM**
11 **"DESIGNATED" WHEN REFERRING TO THE ENTITY SERVING**
12 **THE PSAP OR MUNICIPALITY?**

13 **A:** The term "designated" refers to the certificated telecommunications provider
14 that has been chosen by the PSAP or municipality to be the provider of
15 911/E911 services or of ANI, ALI, and Selective Routing from the 911/E911
16 selective router (or its functional equivalent) to the PSAP.

17 **Q: SHOULD THE TERM "DESIGNATED" OR THE TERM "PRIMARY"**
18 **BE USED TO INDICATE WHICH PARTY IS SERVING THE PSAP**
19 **OR MUNICIPALITY?**

20 **A:** Use of the term "designated" is more appropriate in the interconnection
21 agreement. The term "primary" implies that there is a "secondary" provider.
22 Moreover, the use of the term "primary" may be confused with the use of the

1 term “primary PSAP” as defined by NENA, which refers to an entirely
2 different concept.

3 **Q: WHY IS THE TERM “DESIGNATED” MORE APPROPRIATE?**

4 **A:** In a competitive 911 market, a PSAP has the right to chose or designate the
5 entity from which it seeks to purchase 911/ E911 services. This is similar to
6 presubscription. A PSAP picks a carrier to provide its network service. For
7 example, a PSAP might designate different 911 network services providers,
8 for example one carrier for wireline 911/E911 calls and another carrier for
9 wireless 911/ E911 calls. Whether a PSAP “presubscribes” to a single,
10 competitive 911 service provider or presubscribes to two, one for wireline and
11 one for wireless, there is no “secondary” 911/ E911 services provider.

12 **Q: IN YOUR VIEW, WHY DOES EMBARQ SEEK TO USE THE TERMS**
13 **“PRIMARY/SECONDARY” RATHER THAN DESIGNATED?**

14 **A:** The concept of a “secondary” provider is a Hobson’s choice scenario
15 attributable to the ILEC that is reluctant to cede control of its end user 911
16 calls to a competitive provider. The incumbent desires to leverage the fixed
17 asset of its selective router to sort end user 911/E911 calls between its
18 911/E911 system and a competitor’s system. The incumbent refers to this as a
19 “secondary” provider to justify continuing to charge the rates set forth in its
20 E911 tariff for selective routing to PSAPs who may switch to a competitive
21 provider like Intrado Comm. Optimally, in a competitive 911/E911 market,
22 each voice provider should implement within its *local exchange dial tone*

1 *provisioning processes* the ability to sort 911/E911 and deliver calls from the
2 originating office to the appropriate 911/E911 service provider.

3 **Q: IS A 911/E911 SERVICE PROVIDER’S ABILITY TO BILL FOR**
4 **CERTAIN SERVICES DETERMINED BY WHETHER IT IS A**
5 **“PRIMARY” PROVIDER OR “SECONDARY” PROVIDER?**

6 **A:** An ILEC should not be entitled to charge a PSAP for services that have not
7 been ordered. Accordingly, when Intrado Comm has been designated to serve
8 as the 911 service provider, the ILEC should not be entitled to charge the
9 PSAP for selective routing services, ALI services, and/or data base
10 management services. The ILEC is no different than any other local exchange
11 carrier and/or telecommunications service provider (*i.e.*, CMRS, CLEC, VoIP
12 service provider, MLTS provider, etc.). As all other providers receive no cost
13 recovery from an PSAP for any investment necessary to sort 911 call traffic to
14 determine which selective router to route the call to, an ILEC should not be
15 entitled to recover its costs for sorting 911 traffic whether accomplished via
16 Line Attribute Routing or via the use of a second stage of switching using a
17 selective routing application to sort and forward the 911 calls. This is
18 consistent with the Commission’s recent decision “The law is clear that
19 telecommunications companies may not charge for services they do not
20 provide.”

21 ***Issue 5(a): Should specific terms and conditions be included in the ICA for***
22 ***inter-selective router trunking? If so, what are the appropriate terms and***
23 ***conditions?***

1 *Issue 5(b): Should specific terms and conditions be included in the ICA to*
2 *support PSAP-to-PSAP call transfer with automatic location information (“ALI”)?*
3 *If so, what are the appropriate terms and conditions?*

4 **Q: DO INTRADO COMM’S PROPOSED TERMS AND CONDITIONS**
5 **FOR DEPLOYMENT OF INTER-SELECTIVE ROUTER TRUNKS**
6 **UNFAIRLY SHIFT COSTS TO EMBARQ?**

7 **A:** No. The ubiquitous and unconditional deployment of inter-selective router
8 trunks is a natural requirement when interconnecting competing E911
9 systems. Intrado Comm understands there are costs associated with the
10 deployment of this functionality and, as a competitive E911 services provider,
11 is prepared to attribute those costs to overhead as a part of doing business in a
12 competitive E911 market. Inter-selective router trunks are a key element in
13 interoperability of competing E911 networks so the PSAP’s end user callers
14 will have a comparable level of service functionality that it has in today’s
15 ILEC monopoly model. Look at the processes and functionality Embarq and
16 CLECs had to deploy to assure the comparable level of service when the local
17 exchange market shifted from a monopoly service provider to a competitive
18 model. Competitive entrants had to deploy processes associated with Local
19 Number Portability (“LNP”) and hot cuts so subscribers could have the same
20 user experience when changing local exchange service providers. Congress
21 and the FCC wisely understood that the ILEC would not voluntarily make
22 migration to competitive service providers a smooth and easy transition.
23 Therefore, they mandated LNP and charged the state regulatory bodies with

1 establishing service migration benchmarks and standards so as to assure an
2 optimal consumer experience. The Florida Legislature and this Commission
3 have mandated similar requirements and policies in order to make competition
4 work. It is no different in this new area that is now subject to meaningful and
5 effective competitive choices.

6 **Q: IN WHAT TYPES OF SITUATIONS WOULD INTER-SELECTIVE**
7 **ROUTER TRUNKING BE USED?**

8 **A:** Interoperability between 911 networks, such as that created by inter-selective
9 router call transfers, could mean the difference between saving a life or
10 property through the provision of voice and location data or an emergency
11 response disaster. Inter-selective router trunking enables PSAPs to
12 communicate with each other more effectively and expeditiously. Misdirected
13 calls can be quickly and efficiently transferred to the appropriate PSAP with
14 the appropriate caller details which will improve public safety's ability to
15 provide accelerated emergency responses. Full interoperability allows the
16 ANI and ALI associated with an emergency call (*i.e.*, the information needed
17 by the public safety agency to respond to the caller's emergency) to remain
18 with that communication when it is transferred to another selective router
19 and/or PSAP. Today, when Embarq is the 911 network provider if the call is
20 required to be re-routed over the PSTN, the caller's ANI and ALI are lost and
21 the valuable information needed to assist emergency services personnel is
22 unavailable. As a matter of public policy, it is critical that with the
23 deployment of advanced and/or next-generation 911/E911 services by Intrado

1 Comm or others that the network interconnections are geographically diverse
2 and redundant where technically feasible. The public benefit of such diverse
3 and redundant interconnection arrangements is well recognized by the FCC.
4 In its *Best Practice ES01 - Diverse Interoffice Transport Facilities*, the FCC's
5 Network Reliability and Interoperability Council states, "When all 9-1-1
6 circuits are carried over a common interoffice facility route, the PSAP has
7 increased exposure to possible service interruptions related to a single point of
8 failure (e.g., cable cut). The ECOMM Team recommends diversification of 9-
9 1-1 circuits over multiple, diverse interoffice facilities" (relevant excerpts as
10 Exhibit No. ____, Hicks Rebuttal TH-8).

11 **Q: DOES THIS COMPLETE YOUR REBUTTAL TESTIMONY?**

12 **A:** Yes.