

Before the  
STATE OF FLORIDA  
PUBLIC SERVICE COMMISSION

\_\_\_\_\_)  
In the Matter of the Petition \_\_\_\_\_)  
of Intrado Communications Inc. for Arbitration \_\_\_\_\_)  
Pursuant to Section 252(b) of the Communications Act \_\_\_\_\_)  
of 1934, as amended, and Section 364.162, Florida \_\_\_\_\_)  
Statutes, to Establish an Interconnection Agreement with \_\_\_\_\_)  
BellSouth Telecommunications, Inc. d/b/a AT&T Florida \_\_\_\_\_)

Docket No. 070736-TP

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PETITION FOR ARBITRATION

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BellSouth Telecommunications, Inc. d/b/a AT&T Florida ) )  
\_\_\_\_\_)

**PETITION FOR ARBITRATION**

Intrado Communications Inc. (“Intrado”), through its attorneys, hereby petitions the Florida Public Service Commission (“Commission”) for arbitration of certain rates, terms, and conditions for interconnection and related arrangements with BellSouth Telecommunications, Inc. d/b/a AT&T Florida (“AT&T”) pursuant to Section 252(b) of the Communications Act of 1934, as amended (“Act”)<sup>1/</sup> and Sections 120.80(13), 120.57(1), 364.15, 364.16, 364.161, and 364.162, Florida Statutes, and Rule 28-106.201, Florida Administrative Code.

**PARTIES**

1. The complete name and business address of the petitioner in this matter is:

Intrado Communications Inc.  
1601 Dry Creek Drive  
Longmont, CO 80503

Intrado holds a certificate of authority to provide competitive local exchange services, certificate number TX607, and is a “telecommunications company” as that term is defined by Section

<sup>1/</sup> 47 U.S.C. § 252(b).

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364.02(14), Florida Statutes. For purposes of the Act, Intrado is a “telecommunications carrier” and a “local exchange carrier.”<sup>2/</sup>

2. A copy of all pleadings, discovery, orders, and other papers in this matter should be served on Intrado’s representatives, whose respective contact information is as follows:

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3. The respondent in this matter is BellSouth Telecommunications, Inc. d/b/a AT&T

Florida:

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<sup>2/</sup> 47 U.S.C. §§ 153(26), (44).

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AT&T is a “local exchange telecommunications company” as that term is defined by Section 354.02(8), Florida Statutes. AT&T is an “incumbent local exchange carrier” under the terms of the Act.<sup>3/</sup>

## **INTRODUCTION AND OVERVIEW**

Historically, regulation of telephone companies was premised on the belief that service could be provided at the lowest cost to the maximum number of consumers through a regulated monopoly network. As such, incumbent local exchange carriers (“ILECs”), such as AT&T, were tasked with providing telecommunications services and implementing, operating, and maintaining the 911 network in the United States. The Telecommunications Act of 1996<sup>4/</sup> fundamentally changed that by requiring the opening of the local exchange access markets to competition. Consistent with the goals of this state and Congress to promote competition in all segments of the communications market generally and reliability and redundancy in the 911

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<sup>3/</sup> 47 U.S.C. § 251(h).

<sup>4/</sup> Telecommunications Act of 1996, Pub. L. 104-104, 110 Stat. 56 (1996) (codified at 47 U.S.C. §§ 151, *et seq.* (1996)).

network specifically,<sup>5/</sup> Intrado now seeks to offer competitive local exchange services in Florida, including a competitive alternative to the ILEC 911 network. To do so, however, Intrado requires interconnection with ILECs such as AT&T to ensure that the customers of each carrier can seamlessly complete or receive calls, including life-saving emergency calls. Indeed, a critical component of providing such services as a facilities-based carrier is a mutually beneficial interconnection agreement with the ILEC. The interconnection agreement is the underpinning of the business relationship between Intrado and AT&T, and is necessary to ensure end users receive seamless service that is of the highest quality.

Intrado seeks to offer local exchange services like any other competitor operating in Florida. This includes service to Public Safety Answering Points (“PSAPs”), competitive local exchange carriers (“CLECs”), wireless providers, and other types of service providers for the necessary inputs to support emergency calls. The 911/E911 services Intrado seeks to offer are not new or novel. Many years ago, the Federal Communications Commission (“FCC”) determined that outages affecting 911 facilities are especially significant because of the risks to public safety, and therefore encouraged the use of diversity in the network to avoid single points of vulnerability within a 911 system.<sup>6/</sup> PSAPs likewise have been working with non-ILEC service providers since the passage of the Telecommunications Act in 1996 and the FCC’s mandate that wireless carriers provide E911 services to their customers.<sup>7/</sup> The FCC has recognized for more than two years now that 911/E911 services may be provided by utilizing a

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<sup>5/</sup> See, e.g., Florida Emergency Communications Number E911 State Plan Act, 2007 Fla. Laws, Ch. 2007-78 (establishing 911 fees for the purpose of “establishing and provisioning E911 services, which may include next-generation deployment”).

<sup>6/</sup> See, e.g., *Amendment of Part 63 of the Commission’s Rules to Provide for Notification by Common Carriers of Service Disruptions*, 10 FCC Rcd 11764, ¶ 7, n.32 (1995).

<sup>7/</sup> See, e.g., *Revision of the Commission’s Rules to Ensure Compatibility with Enhanced 911 Emergency Calling Systems*, 11 FCC Rcd 18676 (1996) (adopting rules governing the provision of E911 service by wireless carriers).



CLEC like Intrado.<sup>8/</sup> Through its interconnection agreement with AT&T, Intrado seeks to provide the types of innovative solutions contemplated by the Act and the FCC, and desperately sought by public safety agencies, Voice over Internet Protocol (“VoIP”) service providers, and other communications providers along with other local exchange services. The benefits of Intrado’s local exchange services, including its competitive 911 offering, have already been recognized by other states.<sup>9/</sup> AT&T, however, appears unwilling or unable to honor its obligations under the Act to reach a mutually beneficial co-carrier relationship for interconnection of AT&T’s and Intrado’s networks to enable Intrado to provide its competitive services to Florida consumers, including public safety agencies. Intrado is poised to offer a competitive local exchange product in Florida in addition to an alternative, IP-based technology that will “enable the public safety community to focus on future needs rather than requiring more from legacy systems, offer more redundancy and flexibility, and contribute greatly to improving compatibility between public safety systems that operate using different proprietary standards.”<sup>10/</sup> Accordingly, Intrado is eager to reach agreement with AT&T so that Intrado can begin offering its services to PSAPs and other end users in Florida.

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<sup>8/</sup> *E911 Requirements for IP-Enabled Service Providers*, 20 FCC Rcd 10245, ¶ 38 (2005) (“*VoIP E911 Order*”).

<sup>9/</sup> See, e.g., Case No. '04-0102-T-GI, *Frontier Communications of West Virginia, et al. General Investigation into the Provision of Data Base Management Services and into Who Pays the Costs of Such Services*, Commission Order (W. Va. P.S.C. Nov. 20, 2007) (recognizing “competitive entry by other providers of E911 services” will “provide more purchasing options to PSAPs”).

<sup>10/</sup> *Recommendations of the Independent Panel Reviewing the Impact of Hurricane Katrina on Communications Networks*, 22 FCC Rcd 10541, ¶¶ 74-75, 80-82 (2007).

## BACKGROUND

Intrado has authority to operate as a competitive local exchange telecommunications provider in Florida<sup>117</sup> and maintains a point of presence in Miami, Florida. Intrado and its affiliates also hold authority to provide competitive local telecommunications services in thirty-seven other states and have entered into two other interconnection agreements with AT&T affiliates in Illinois and California, as well agreements with Qwest. Intrado Inc., the parent company of Intrado, was founded in 1979. The companies combined are the nation's leading providers of sophisticated solutions that identify, manage, and deliver mission critical information for telecommunications providers and public safety organizations. Intrado provides local exchange services as well as telecommunications services that facilitate, enhance, and advance the provision of emergency services throughout the United States to end users such as public safety agencies or governmental 911 authorities, VoIP service providers, and other wireline, wireless, and telematics (*e.g.*, On Star) service providers.

Intrado's 911/E911 service offering provides routing, transmission, and transport of traditional and non-traditional emergency call traffic to the appropriate PSAP. In addition, by aggregating emergency call traffic, Intrado's services reduce the number of facilities that must interconnect with ILEC Selective Routers, resulting in a more efficient use of the telecommunications network. In geographic areas where Intrado serves as the primary service provider of 911 and E911 services, the ILEC need only coordinate and interconnect with Intrado, reducing the ILEC's administrative responsibilities because the ILEC will not be required to

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<sup>117</sup> Docket No. 011049, *Application for Approval of Transfer of and Name Change on ALEC Certificate No. 7736 from SCC Communications Corp. to Intrado Communications Inc.*, Notice of Proposed Agency Action Order Approving Transfer of and Name Change on Alternative Local Exchange Telecommunications Certificate (Fla. P.S.C. Oct. 4, 2001) (approving transfer of ALEC Certificate No. 7736 to Intrado); *see also* Docket No. 011049, *Application for Approval of Transfer of and Name Change on ALEC Certificate No. 7736 from SCC Communications Corp. to Intrado Communications Inc.*, Consummating Order (Fla. P.S.C. Nov. 2, 2001) (finalizing the Oct. 4, 2001 order).

coordinate and interconnect with other carriers to handle their 911/E911 calls. In addition, Intrado offers its end users and the interconnecting ILEC assurance that emergency call traffic will be passed to the ILEC's network through redundant, self-healing facilities provided by Intrado.<sup>12/</sup>

Not only will Intrado provide efficient and reliable transport of emergency call traffic, but Intrado also offers state-of-the-art database management services. These database management services provide enhanced Automatic Number Identification ("ANI") and Automatic Location Identification ("ALI") services to end users of wireline, wireless, VoIP, and telematics service providers. Such advanced services allow PSAPs to provide quicker and more accurate emergency services, saving innumerable lives. Intrado can provide an enhanced E911 product for users of emergency services and providers of emergency response systems.

In order to provide local exchange services, which includes the aggregation, transport, and database management services essential for access to emergency services, Intrado must interconnect its network with the ILECs that have connections with and provide services to PSAPs and other end users. Thus, pursuant to the Act and Florida law, Intrado seeks to interconnect its network with AT&T's network. Intrado is eager to reach agreement with AT&T so that Intrado can begin offering its services to further benefit Florida consumers and public safety agencies.

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<sup>12/</sup> As the primary 911 and E911 provider, Intrado routes, transmits, and transports 911 and emergency call traffic from end users of wireline, wireless, VoIP, and telematics service providers to the appropriate PSAP. The PSAP may be Intrado's end user or it may be AT&T's or another third-party carrier's end user. The method of transmission of the 911 and emergency call traffic to Intrado's network is transparent to the PSAP. All necessary conversion functions and special applications necessary to transport calls and information from wireless and telematics end users calling 911 or requesting emergency assistance are made within Intrado's network. The PSAP that receives a 911 call from a wireless, telematics, or VoIP service provider end user will be able to process such calls in a manner no different than currently used to process such 911 calls.

The Act requires AT&T, as an ILEC, to negotiate in good faith the terms and conditions of interconnection agreements to fulfill its obligations under the Act.<sup>13/</sup> To date, the Parties have been unable to reach a comprehensive negotiated agreement as contemplated by Section 252 of the Act. Once a CLEC submits a request for interconnection, Section 252(b) permits either party to the negotiation to petition a state commission to “arbitrate any open issues” unresolved by voluntary negotiations.<sup>14/</sup> Florida law provides for similar interconnection and unbundling negotiations and, if unresolved, a party may petition this Commission “to establish nondiscriminatory rates, terms and conditions.”<sup>15/</sup> As Intrado and AT&T have not reached a voluntary negotiated agreement, Intrado hereby files this Petition.

In accordance with Section 252(b)(2) of the Act and applicable Florida statutes and rules, Intrado provides “all relevant documentation concerning - (i) the unresolved issues; (ii) the position of each of the parties with respect to those issues; and (iii) any other issue discussed and resolved by the parties.”<sup>16/</sup> All relevant documents are affixed as Attachments 1 through 24.

Intrado provides these documents pursuant to a claim for confidential treatment pursuant to Rule 25-22.006 of the Florida Administrative Code. During the course of the Parties’ negotiations, the Parties signed a non-disclosure agreement regarding the exchange of

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<sup>13/</sup> 47 U.S.C. § 251(c)(1).

<sup>14/</sup> 47 U.S.C. § 252(b)(1). Pursuant to that provision, either party may petition the State commission for arbitration during the period from the 135th day to the 160th day (inclusive) after the date on which the incumbent carrier received the request for negotiation. Pursuant to mutual agreement of the Parties, the 160th day is December 29, 2007. *See* Letter from Karon Ferguson, AT&T, to Thomas Hicks (Oct. 23, 2007) (Attachment 2).

<sup>15/</sup> FLA. STAT. ANN. § 364.162(1). An ILEC’s obligation to interconnect and unbundle includes all of its network features, functions, and capabilities, including access to signaling databases, systems and routing processes, and offer them to any other telecommunications provider requesting such features, functions or capabilities for resale to the extent technically and economically feasible.

<sup>16/</sup> 47 U.S.C. § 252(b)(2)(A); FLA. STAT. ANN. §§ 120.80(13), 120.57(1), 364.162.

information during the negotiation process<sup>17/</sup> and AT&T has provided all information via email, which contains a standard claim that all communications from AT&T are confidential, including AT&T's proposed language for inclusion in the Parties' agreement. Such information is generally subject to review by regulators and legal authorities in interconnection arbitration proceedings and disclosure of such information is a requirement under Section 252(b)(2) of the Act and Florida law.<sup>18/</sup> The 251/252 NDA signed by the Parties also contemplates that such information may be provided to state regulators in connection with a Section 252 petition subject to proper notice and proper protection.<sup>19/</sup>

The remainder of the Petition will detail the unresolved issues identified by the Parties during negotiations, and Intrado's and AT&T's positions on each issue.<sup>20/</sup> A summary of each Party's position is also included in the Matrix in Attachment 2 to the Petition. With the Commission's assistance, Intrado hopes to secure prompt resolution of the outstanding issues set forth herein.

## **RESOLVED ISSUES**

The Parties have been unable to reach agreement on any issue.

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<sup>17/</sup> Information Exchange Agreement by and between AT&T-22STATE and Intrado Communications Inc. ("251/252 NDA") (Attachment 4). The Parties also signed a non-disclosure agreement covering the negotiation of a commercial agreement, but that non-disclosure agreement does not apply to the Parties' Section 251/252 negotiations as discussed herein. See Information Exchange Agreement by and between AT&T-22STATE and Intrado Communications Inc. ("Commercial Mutual NDA") (Attachment 5).

<sup>18/</sup> 47 U.S.C. § 252(b)(2)(A); FLA. STAT. ANN. §§ 120.80(13), 120.57(1), 364.162. The FCC has determined that demanding another party to sign a non-disclosure agreement that precludes such party from providing information in support of a request for arbitration under Section 252 is a violation of the duty to negotiate in good faith. 47 C.F.R. § 51.301(c)(1).

<sup>19/</sup> 251/252 NDA at 1 (Attachment 4). Intrado provided such notice to AT&T on December 18, 2007. See Email correspondence from Thomas Hicks, Intrado, to Karon Ferguson, AT&T (Dec. 18, 2007) (Attachment 22).

<sup>20/</sup> 47 U.S.C. § 252(b)(2).

## UNRESOLVED ISSUES LIST

The issues that remain open and require resolution generally fall into the following categories:

- I. INTRADO IS ENTITLED TO SECTION 251(C) INTERCONNECTION AND SECTION 252 ARBITRATION**
- II. INTRADO IS ENTITLED TO A SINGLE AGREEMENT COVERING AT&T'S 22-STATE OPERATING TERRITORY**
- III. PHYSICAL ARCHITECTURE**
  - A. Local Interconnection Arrangements (Appendix ITR, Sections 1.3, 2.6, 4.2, 5.6; Appendix Out of Exchange, Section 1.1)
  - B. Interconnection of AT&T Network to Intrado Network, Point of Interconnection, and Mid-Span Meet (Appendix NIM, Sections 2.2, 2.3, 2.4, 2.5, 2.6, 3.3; General Terms and Conditions, Whereas Clause, Section 1.1.116)
  - C. Inter-Selective Router Trunking (Appendix ITR, Sections 5.2.1, 5.2.2, 5.6; Appendix 911, Section 7.6; Appendix Out of Exchange, Section 1.1)
  - D. Forecasting, Servicing, and Ordering (Appendix ITR, Sections 6.1, 8.2.1, 8.6.1)
  - E. Establishment of Interconnection Architecture (Appendix NIM, Sections 1.26, 2.1, 3.4.1, 4.1, 4.2, 4.3)
- IV. 911 AND E911 SERVICE AND RELATED SERVICES**
  - A. 911/E911 Call Routing (Appendix 911, Sections 3.2, 4.2)
  - B. Basic 911 and E911 Databases (Appendix 911, Sections 3.4, 4.3)
  - C. 911 and E911-Related Definitions (Appendix 911, Sections 2.1, 2.2, 2.3, 2.5, 2.7, 2.8, 2.9, 2.12, 2.13, 2.14, 2.15, 2.17, 2.18, 2.19, 2.20)
  - D. Each Party's Rights and Obligations for Certain 911 and E911 Services (Appendix 911, Sections 1, 3.1, 4.1, 5.1, 5.2, 5.3, 6.1, 7, 8.1, 9; General Terms and Conditions, Section 44.6.1)
  - E. 911/E911 Surcharges (Appendix 911, Section 5.2)

- F. Appropriate Placement for Provisions Regarding 911 Trunking and 911 Interconnection (Appendix 911, Sections 3.3, old 4.2, old 5.1; Appendix NIM, Section old 2.6)

## **V. INTERCARRIER COMPENSATION**

- A. Compensation for 911/E911 Service Calls (Appendix Intercarrier Compensation, Sections 1.1, 6.1)
- B. Traffic Eligible for Compensation (Appendix Intercarrier Compensation, Sections 1.2, 4.1, 5.1, 16.1, 16.2; General Terms and Conditions, Sections 1.1.84, 1.1.122; Appendix ITR, Sections 2.5, 2.13, 2.14, 12.1, 12.2)
- C. Reciprocal Obligations and Rights (Appendix Intercarrier Compensation, Sections 3.5, 3.9, 12.1, 17.4)
- D. Intervening Law and Reservation of Rights (Appendix Intercarrier Compensation, Sections 4.2, 15.1)
- E. Rebuttable Presumption and FX Traffic Tracking (Appendix Intercarrier Compensation, Sections 5.4, 6.2.6.4)

## **VI. LEGAL AND FINANCIAL OBLIGATIONS**

- A. Non-Voluntary Provisions (General Terms and Conditions, Section 2.10)
- B. Term and Termination and Timing for Renegotiation (General Terms and Conditions, Sections 7.2, 7.6)
- C. Audits and Expenses (General Terms and Conditions, Sections 13, 39.2)
- D. Intrado's Initiation of Service (General Terms and Conditions, Section 4.1)
- E. Assignment and Related Charges (General Terms and Conditions, Sections 6.1.2, 6.3.2)
- F. Limitation of Liability and Indemnification (General Terms and Conditions, Sections 8.1, 15.1, 15.7, 16.4.2)
- G. Billing and Payment (General Terms and Conditions, Sections 10.1.5, 10.2, 10.3, 10.5, 10.6.3, 11.2, 11.3)
- H. Carrier Change Orders and Customer Inquiries (General Terms and Conditions, Sections 26.1.1, 38.4)

- I. Performance Measures (General Terms and Conditions, Section 17.1; Appendix Performance Measures)

**VII. PRICING** (Appendix Pricing; Appendix Intercarrier Compensation, Section 14.4)

**VIII. DEFINITIONS**

- A. Definition of “Central Office Switch” and “Tandem Office Switch” (General Terms and Conditions, Section 1.1.42; Appendix ITR, Sections 2.1, 2.10; Appendix NIM, Section 2.1)
- B. Definition of “End User” (General Terms and Conditions, Section 1.1.61)
- C. Definition of “Offers Service” (Appendix ITR, Section 2.12)

**IX. MISCELLANEOUS**

- A. Unbundled Network Elements (Appendix Lawful UNEs, Section 2.10)
- B. Physical Collocation (Appendix Physical Collocation, Section 2.22)
- C. Inclusion of Appendices (General Terms and Conditions, Section 44)
- D. Services AT&T Is Required to Provide (General Terms and Conditions, Section 2.14)
- E. Capitalization and Consistency of Definitions (All Appendices, Various Sections)



## FACTUAL BACKGROUND

On May 18, 2007, Intrado made a request in writing to AT&T for negotiation of an interconnection agreement for all states in AT&T's 22-state territory, including the state of Florida.<sup>21/</sup> During June 2007, representatives of Intrado and AT&T discussed Intrado's negotiation request and Intrado's proposed service offerings. On June 21, 2007, AT&T asked Intrado for information regarding the details of Intrado's interconnection requirements.<sup>22/</sup> In response, Intrado indicated that it sought interconnection between Intrado's network and AT&T's network,<sup>23/</sup> and provided AT&T with detailed information regarding its planned service offerings.<sup>24/</sup>

On July 10, 2007 (a resend of May 30, 2007 correspondence), AT&T sent a letter to Intrado providing Intrado with the contact information for its negotiator and asking Intrado to provide prior to receiving AT&T's template interconnection agreement (1) copies of its Secretary of State registration in all states, (2) documentation from Telcordia of its Interexchange Access Customer code (also known as ACNA), (3) documentation from the National Exchange Carrier Association of its Operating Company Numbers ("OCNs"), (4) completed non-disclosure agreements, and (5) a completed credit application.<sup>25/</sup> On July 27, 2007, Intrado provided its signed non-disclosure agreements to AT&T.<sup>26/</sup>

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<sup>21/</sup> Letter from Thomas Hicks, Intrado, to AT&T Contract Management (May 18, 2007) (Attachment 6).

<sup>22/</sup> Email correspondence from Michael Cansler, AT&T, to Thomas Hicks, Intrado (June 21, 2007) (Attachment 7).

<sup>23/</sup> Email correspondence from Thomas Hicks, Intrado, to Michael Cansler, AT&T (June 26, 2007) (Attachment 7).

<sup>24/</sup> Email correspondence from Thomas Hicks, Intrado, to Michael Cansler, AT&T (July 17, 2007) (Attachment 8).

<sup>25/</sup> Letter from Eddie Reed, AT&T, to Colleen Lockett, Intrado and accompanying attachments (July 10, 2007) (Attachment 9).

<sup>26/</sup> Facsimile correspondence from Intrado to Eddie Reed, AT&T and accompanying attachments (July 27, 2007) (Attachment 10).

On August 2, 2007, AT&T forwarded its 13-state template agreement and indicated that the 22-state template was due to be finalized some time in September 2007.<sup>27/</sup> After further inquiries by Intrado in late August 2007 regarding the status of the 22-state agreement, AT&T provided Intrado with its 9-state template agreement on August 30, 2007<sup>28/</sup> and indicated that the 22-state template agreement was expected to be available October 1, 2007.<sup>29/</sup>

In late August, Intrado made several attempts to schedule conference calls with AT&T to introduce the relevant negotiating team members and discuss Intrado's network interconnection needs prior to providing a mark-up of the template agreements. Before scheduling a call, however, AT&T requested "additional information" from Intrado, which Intrado provided on August 27, 2007, including a detailed overview of its services, interconnection requirements, and its network architecture.<sup>30/</sup> AT&T indicated that it was reviewing the information and would schedule a call as soon as possible.<sup>31/</sup>

After several follow-up phone calls, voicemail messages, and emails, AT&T finally responded on September 19, 2007 with a letter asking Intrado several additional questions and indicating that a call would not be scheduled until Intrado responded in writing to the letter ("AT&T September 19 Letter").<sup>32/</sup> The AT&T September 19 Letter asked Intrado to confirm

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<sup>27/</sup> Email correspondence from Karla Minnick, AT&T, to Colleen Lockett, Intrado (Aug. 2, 2007), *attaching* AT&T 13-state template agreement ("AT&T 13-State Agreement") (Attachment 11).

<sup>28/</sup> Email correspondence from Karon Ferguson, AT&T, to Colleen Lockett, Intrado (Aug. 30, 2007), *attaching* AT&T 9-state template agreement ("AT&T 9-State Agreement") (Attachment 12).

<sup>29/</sup> Email correspondence from Colleen Lockett, Intrado, to Rebecca Ballesteros, Thomas Hicks, and Cindy Clugy, Intrado (Aug. 30, 2007) (Attachment 13).

<sup>30/</sup> Email correspondence from Thomas Hicks, Intrado, to Karon Ferguson, AT&T (Aug. 27, 2007), *attaching* Intrado network diagram (Attachment 14).

<sup>31/</sup> Email correspondence from Karon Ferguson, AT&T, to Thomas Hicks, Intrado (Aug. 28, 2007) (Attachment 14).

<sup>32/</sup> Email correspondence from Karon Ferguson, AT&T, to Thomas Hicks, Intrado (Sept. 19, 2007), *attaching* AT&T September 19 Letter (Attachment 15).

that it planned to provide exchange services or exchange access services and that it was requesting negotiations with AT&T for the purpose of providing those services.<sup>33/</sup>

On September 23, 2007, Intrado responded to the AT&T September 19 Letter by informing AT&T that two states had determined Intrado's services were exchange services eligible for interconnection under the Act (and attaching those decisions), and again requested that the Parties schedule a conference call.<sup>34/</sup> AT&T, however, replied that it was unavailable for a conference call despite Intrado's indication that it would make its personnel available any day at any time.<sup>35/</sup> After numerous attempts by Intrado to schedule the Parties' first discussion, AT&T agreed to hold a conference call on October 8, 2007.<sup>36/</sup>

Prior to the October 8 call, AT&T asked Intrado for additional information regarding Intrado's proposed service offerings and asked Intrado to "be prepared to give AT&T a direct answer" to the question of whether Intrado was seeking interconnection with AT&T for the transmission and routing of telephone exchange service or exchange access.<sup>37/</sup> Intrado promptly responded to AT&T's further inquiry explaining that Intrado's services are telecommunications services and that Intrado provides telephone exchange service or exchange access.<sup>38/</sup> During the October 8 call Intrado further explained the services it would be offering, its interconnection

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<sup>33/</sup> Letter from Eddie Reed, AT&T, to Thomas Hicks, Intrado (Sept. 19, 2007) (Attachment 16).

<sup>34/</sup> Email correspondence from Thomas Hicks, Intrado, to Karon Ferguson, AT&T (Sept. 23, 2007), *attaching* Letter from Thomas Hicks, Intrado, to Eddie Reed, AT&T (Sept. 23, 2007) and arbitration awards from Illinois and California (Attachment 17).

<sup>35/</sup> Email correspondence from Karon Ferguson, AT&T, to Thomas Hicks, Intrado (Sept. 24, 2007); Email correspondence from Thomas Hicks, Intrado, to Karon Ferguson, AT&T (Sept. 25, 2007); Email correspondence from Karon Ferguson, AT&T, to Thomas Hicks, Intrado (Sept. 25, 2007) (collectively, Attachment 18).

<sup>36/</sup> Email correspondence from Karon Ferguson, AT&T, to Thomas Hicks, Intrado (Sept. 27, 2007); Email correspondence from Thomas Hicks, Intrado, to Karon Ferguson, AT&T (Sept. 27, 2007) (collectively, Attachment 18).

<sup>37/</sup> Email correspondence from Karon Ferguson, AT&T, to Thomas Hicks, Intrado (Oct. 4, 2007), *attaching* Letter from Eddie Reed, AT&T, to Thomas Hicks, Intrado (Oct. 4, 2007) (Attachment 19).

<sup>38/</sup> Email correspondence from Thomas Hicks, Intrado, to Karon Ferguson, AT&T (Oct. 8, 2007) (Attachment 20).

requirements, and how its services fit within the purview of Section 251(c). AT&T indicated during the call that the 22-state template would not be ready for a few months.

As discussed on the October 8 conference call, Intrado provided a mark-up of three portions of the AT&T 9-State Agreement on October 11, 2007 (“Intrado October 11 Draft”) to keep the negotiation process moving forward.<sup>39/</sup> Intrado then began its review of the AT&T 13-State Agreement and realized that it would be a more workable agreement for the interconnection sought by Intrado than the AT&T 9-State Agreement. Intrado proceeded to revise the AT&T 13-State Agreement providing both substantive revisions and modifying the agreement to apply to AT&T’s entire 22-state operating region given that AT&T still had not provided Intrado with a comprehensive 22-state template agreement. As Intrado had explained on the October 8 conference call, Intrado’s services would be deployed throughout the 22-state AT&T operating territory and consistent terms and conditions were needed throughout the 22-state region. Intrado provided a mark-up of the AT&T 13-State Agreement to apply in the AT&T 22-state operating territory on December 18, 2007, and indicated its willingness to move forward with negotiations.<sup>40/</sup> In the meantime, on December 13, 2007, AT&T provided Intrado with its “response” to the Intrado October 11 Draft, rejecting nearly every proposed change made by Intrado without comment (“AT&T December 13 Draft”).<sup>41/</sup> When it transmitted its “response” to the Intrado October 11 Draft, AT&T gave no indication of whether it was willing to discuss Intrado’s proposals or have any additional conference calls with Intrado.

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<sup>39/</sup> Email correspondence from Thomas Hicks, Intrado, to Karon Ferguson, AT&T (Oct. 11, 2007), *attaching* Intrado October 11 Draft (Attachment 21).

<sup>40/</sup> Email correspondence from Thomas Hicks, Intrado, to Karon Ferguson, AT&T (Dec. 18, 2007), *attaching* Intrado Proposed Interconnection Agreement (Attachment 22).

<sup>41/</sup> Email correspondence from Karon Ferguson, AT&T, to Thomas Hicks, Intrado (Dec. 13, 2007), *attaching* AT&T December 13 Draft (Attachment 23).

In late October 2007, the Parties discussed extending the arbitration window associated with Intrado's request for interconnection. AT&T initially prepared an extension letter that covered only the 9-state region, but when that error was pointed out by Intrado, AT&T acknowledged its mistake and modified the extension letter to include all 22 states in AT&T's operating territory.<sup>42/</sup> The Parties agreed to extend the arbitration window for all 22 states to December 29, 2007, which is the relevant date for this Petition.<sup>43/</sup>

Given AT&T's apparent unwillingness to negotiate in good faith with Intrado and its simple rejection of Intrado's proposed language without additional comment,<sup>44/</sup> numerous issues between the Parties remain unresolved. Regrettably, resolution of the outstanding issues does not appear possible at this stage without Commission intervention. Thus, Intrado respectfully requests that the Commission initiate an arbitration proceeding to review and resolve the outstanding issues between the Parties according to the standards outlined by the Act, Florida law, and consistent with Intrado's stated positions and its proposed language as set forth in Attachment 1 ("Intrado Proposed Interconnection Agreement").<sup>45/</sup>

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<sup>42/</sup> Email correspondence from Karon Ferguson, AT&T, to Rebecca Ballesteros, Intrado (Oct. 23, 2007), *attaching* draft extension letter; Email correspondence from Thomas Hicks, Intrado, to Karon Ferguson, AT&T (Oct. 23, 2007); Email correspondence from Karon Ferguson, AT&T, to Thomas Hicks, Intrado (Oct. 23, 2007) (collectively, Attachment 24).

<sup>43/</sup> Letter from Karon Ferguson, AT&T, to Thomas Hicks (Oct. 23, 2007) (Attachment 3).

<sup>44/</sup> Under the Act and FCC regulations, both Intrado and AT&T are required to negotiate in good faith to reach the terms of an interconnection agreement. 47 U.S.C. § 251(c)(1); 47 C.F.R. § 51.301. AT&T's outright refusal to negotiate with Intrado could be viewed as a violation of AT&T's duty to negotiate in good faith. Indeed, the FCC has determined that "[i]ntentionally obstructing or delaying negotiations" and "[c]onditioning negotiation on a requesting telecommunications carrier first obtaining state certifications" are "actions or practices . . . [that] violate the duty to negotiate in good faith." 47 U.S.C. § 51.301(c)(4), (6).

<sup>45/</sup> Section 252(b)(2)(A)(i) of the Act and Rule 28-106.201, F.A.C., requires that all unresolved issues be identified by the petitioner. Attachment 1 reflects Intrado's most recent mark-up of AT&T's template interconnection agreement as provided to AT&T on December 18, 2007. Because AT&T has not provided pricing information to Intrado for each state as it is required to do, Intrado is unable to submit pricing information with the Intrado Proposed Interconnection Agreement. The missing pricing information has been identified as an issue herein.

## UNRESOLVED ISSUES

### I. INTRADO IS ENTITLED TO SECTION 251(C) INTERCONNECTION AND SECTION 252 ARBITRATION

Intrado is certified by this Commission (and numerous other state commissions) to offer competitive local exchange services.<sup>46/</sup> Standing alone, this certificate of authority is sufficient statutory basis to require AT&T to negotiate and interconnect with Intrado. Notwithstanding that fact, AT&T appears to question Intrado's right to interconnection under Section 251(c) of the Act based on AT&T's belief that the services provided by Intrado are not telephone exchange service or exchange access service. AT&T is wrong under both federal and Florida law.

Intrado is a telecommunications carrier offering telephone exchange, exchange access, and telecommunications service as those terms are defined in the Act and by the FCC's rules. In 2000, similar claims were raised by AT&T (then SBC) in response to Intrado's (then known as SCC Communications) request for interconnection in California and Illinois. Both the California Public Utilities Commission and the Illinois Commerce Commission rejected AT&T's attempts to block competition with such claims and found Intrado was entitled to interconnection under Section 251(c) and arbitration under Section 252 because it was acting as a telecommunications carrier and provided telephone exchange service, exchange access, and telecommunications services.<sup>47/</sup> The Commission should make a similar finding here.

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<sup>46/</sup> Docket No. 011049, *Application for Approval of Transfer of and Name Change on ALEC Certificate No. 7736 from SCC Communications Corp. to Intrado Communications Inc.*, Notice of Proposed Agency Action Order Approving Transfer of and Name Change on Alternative Local Exchange Telecommunications Certificate (Fla. P.S.C. Oct. 4, 2001) (approving transfer of ALEC Certificate No. 7736 to Intrado); *see also* Docket No. 011049, *Application for Approval of Transfer of and Name Change on ALEC Certificate No. 7736 from SCC Communications Corp. to Intrado Communications Inc.*, Consummating Order (Fla. P.S.C. Nov. 2, 2001) (finalizing the Oct. 4, 2001 order).

<sup>47/</sup> *See generally* Docket No. 00-0769, *Petition of SCC Communications Corp. for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with SBC Communications Inc.*, Arbitration Decision (I.C.C. Mar. 21, 2001) ("*Illinois Order*"); Decision No. 01-09-048, *Petition of SCC Communications Corp. for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 to Establish an Interconnection*

Similarly, Section 364.161(1) requires that “each local exchange telecommunications company [ILEC] shall unbundle all of its network features, functions, and capabilities, including access to signaling databases, systems and routing processes, and offer them to any other telecommunications provider requesting such features, function or capabilities.”<sup>48/</sup> This obligation to negotiate and interconnect is absolute.

**A. Intrado is a Telecommunications Carrier Offering Telephone Exchange Service, Exchange Access, and Telecommunications Services**

**Issue Presented**

Whether AT&T may deny Intrado its rights under Sections 251(c) and 252 of the Act or Florida law by claiming that Intrado does not offer telephone exchange service or exchange access.

**Intrado Position**

Section 251(c) of the Act requires an ILEC, such as AT&T, to provide interconnection with a requesting telecommunications carrier<sup>49/</sup> “for the transmission and routing of telephone exchange service and exchange access.”<sup>50/</sup> Intrado offers telecommunications because it provides local exchange services to end user customers in Florida. Intrado also offers telecommunications because it accepts, routes, transmits, transports, and/or aggregates 911 calls

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*Agreement with SBC Communications Inc.*, Opinion Affirming Final Arbitrator’s Report and Approving Interconnection Agreement (C.P.U.C. Sept. 20, 2001) (“*California Order*”).

<sup>48/</sup> FLA. STAT. ANN. § 364.161(1).

<sup>49/</sup> 47 U.S.C. § 153(44) (defining “telecommunications carrier” to mean “any provider of telecommunications services”); *see also* 47 U.S.C. § 153(46) (defining “telecommunications service” as the “offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used”). Telecommunications is “the transmission, between or among points specified by the user, of information of the user’s choosing, without change in the form or content of the information as sent and received.” 47 U.S.C. § 153(43).

<sup>50/</sup> 47 U.S.C. § 251(c)(2)(A).

from its end user customers, and routes those calls to the appropriate PSAP<sup>51/</sup> “without change in the form or content of the information as sent or received.”<sup>52/</sup> Intrado uses a call management system to perform the selective routing of an emergency call to the appropriate PSAP, and the FCC has determined that selective routing is a telecommunications service.<sup>53/</sup> Intrado’s end user customers include wholesale and retail customers calling other customers on or connected to the public switched telephone network (“PSTN”), including 911 calls, and PSAPs that need to receive 911 calls. In this respect, Intrado will be providing a more robust network and complement of services than most competitive providers offer today.

Intrado’s services also fit within the definition of “basic local telecommunications service” as defined by Florida law because Intrado provides access to emergency services such as 911.<sup>54/</sup> Moreover, under Section 364.02(13), the term “‘Service’ is construed in its broadest and most inclusive sense.”<sup>55/</sup> An ILEC’s obligation under Section 364.161(1) to unbundle “all of its network features, functions, and capabilities” is without limitation except “to the extent technically and economically feasible,” neither of which is at issue with respect to Intrado’s request for interconnection with AT&T.<sup>56/</sup>

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<sup>51/</sup> In many instances, the PSAP will also be Intrado’s customer or end user. The fact that only a subset of the “public” would purchase Intrado’s services (such as PSAPs, local exchange carriers, businesses operating a private branch exchange (“PBX”), VoIP service providers, etc.) does not mean the service is not being offered to the public. *NARUC v. FCC*, 525 F.2d 630, 641 (D.C. Cir. 1975) (holding that a service provider “may be a common carrier though the nature of the service rendered is sufficiently specialized as to be of possible use to only a fraction of the total population”); *see also Illinois Order at 8* (noting that in the Intrado system “a 911 call is routed to a PSAP, which is a subsection of the general public, and whose duty it is to serve the general public at large”).

<sup>52/</sup> *Cf.* 47 U.S.C. § 153(43) (defining “telecommunications”). Moreover, Intrado’s services are offered for a fee directly to the public, meaning Intrado offers a telecommunications service as defined in the federal statute.

<sup>53/</sup> *Bell Operating Companies Petition for Forbearance from the Application of Section 272 of the Communications Act of 1934, as Amended, to Certain Activities*, 13 FCC Rcd 2627, ¶ 18 (1998).

<sup>54/</sup> FLA. STAT. ANN. § 364.02(1).

<sup>55/</sup> FLA. STAT. ANN. § 364.02(13).

<sup>56/</sup> FLA. STAT. ANN. § 364.161(1).



Similarly, Intrado offers telephone exchange service and exchange access service as those terms are defined in the Act.<sup>57/</sup> The FCC has found that “comparable” services do not need to be “‘market substitutes’ for two-way switched voice service.”<sup>58/</sup> Rather, the “key component” of telephone exchange service is “‘intercommunication’ among subscribers within a local exchange area.”<sup>59/</sup> Intrado offers “intercommunication among subscribers within a local exchange area” by connecting calls placed by persons in a local exchange area to a relevant PSAP, allowing callers to both communicate to and receive communication from PSAP personnel.<sup>60/</sup> The call between a caller and the PSAP is unquestionably two-way voice communication” because the PSAP can communicate with the caller and vice versa, and one PSAP can communicate and transfer emergency calls to other PSAPs using Intrado’s services. Indeed, Intrado provides a greater degree of intercommunication than is available in fax communications, which the FCC has declared to be telephone exchange service.<sup>61/</sup>

While Intrado may not be the originating caller’s local exchange carrier, the services Intrado provides enable that caller to talk with the PSAP and other emergency personnel.

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<sup>57/</sup> A service is a “telephone exchange service” if it (A) “furnish[es] . . . subscribers intercommunicating service of the character ordinarily furnished by a single exchange” or (B) “comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service.” 47 U.S.C. § 153(47). “Exchange access” is defined as “the offering of access to telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services.” 47 U.S.C. § 153(16).

<sup>58/</sup> *Deployment of Wireline Services Offering Advanced Telecommunications Capability*, 15 FCC Rcd 385, ¶¶ 30-31 (1999) (“*Advanced Telecommunications Order*”).

<sup>59/</sup> *Advanced Telecommunications Order* ¶¶ 30-31.

<sup>60/</sup> *California Order* at 14 (“SCC does provide intercommunication among subscribers, within the meaning of Section 153(47), because by transporting the 9-1-1 call to the appropriate PSAP, SCC enables an end user to talk to someone at the PSAP and vice versa.”); *Illinois Order* at 6 (“SCC also provides service within an exchange, or within a connected system of telephones (sic) exchanges, through a system of switches, transmission and equipment, by which, a subscriber can originate and terminate an emergency or 9-1-1 call. SCC therefore falls within the definition of telephone exchange service found in 47 U.S.C. § 153(47).”).

<sup>61/</sup> *Advanced Telecommunications Order* ¶ 21.

Telecommunications carriers, such as Intrado, are not required to provide services directly to retail end users in order to qualify for Section 251(c) interconnection rights. The FCC has repeatedly held that the term “telecommunications services” is not limited to retail services and specifically includes services offered to other carriers and service providers.<sup>62/</sup> PSAPs, however, are retail end users that historically have purchased services from ILECs pursuant to ILEC retail tariffs.<sup>63/</sup>

Providers like Intrado are eligible for interconnection under Section 251(c) of the Act and Florida law. The FCC has specifically approved of Intrado’s intention to provide interconnection for E911: “Intrado has indicated that it is prepared to operate as a competitive LEC in a number of states to provide indirect interconnection to interconnected VoIP providers [for provision of E911 services].”<sup>64/</sup> And other state commissions have recognized that Intrado’s interconnection relationships are in the public interest: “Moreover, the public interest requires that [Intrado] be subject to common carrier regulation. [Intrado] provides 9-1-1 and emergency services. It is of the utmost importance that the continuance and quality of a 9-1-1 call be preserved and enhanced.”<sup>65/</sup>

Section 364.15 also authorizes this Commission to require additions or extensions to any telecommunications facility “in order to promote the security or convenience of the public or

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<sup>62/</sup> *Time Warner Cable Request for Declaratory Ruling that Competitive Local Exchange Carriers May Obtain Interconnection Under Section 251 of the Communications Act of 1934, as Amended, to provide Wholesale Telecommunications Services to VoIP Providers*, 22 FCC Rcd 3513, ¶ 11 (2007) (“It is clear under the Commission’s precedent that the definition of ‘telecommunications services’ is not limited to retail services . . . .”); *Federal-State Board on Universal Service*, 12 FCC Rcd 8776, ¶ 785 (1997) (“Common carrier services include services offered to other carriers, such as exchange access service, which is offered on a common carrier basis, but is offered primarily to other carriers.”).

<sup>63/</sup> *VoIP E911 Order* ¶ 14, n.35.

<sup>64/</sup> *VoIP E911 Order* ¶ 38.

<sup>65/</sup> *Illinois Order* at 8.

employees or in order to secure adequate service or facilities for telecommunications services.”<sup>66/</sup>

Section 364.16(1) also authorizes this Commission to require such connections “between any two or more local exchange companies, whose lines form a continuous line of communication or could be made to do so by the construction and maintenance of suitable connections at common points.”<sup>67/</sup> Further, Section 364.16(3) requires each ILEC to “provide access to, and interconnection with, its telecommunications facilities to any other provider or local exchange telecommunications services requesting such access.”<sup>68/</sup> Section 364.161 is equally broad in requiring the unbundling of all network features, functions, and capabilities. The types of interconnection and unbundling described further below that are necessary for Intrado’s provision of competitive 911 services unquestionably fall within the reach of the ILEC obligations defined by Florida law, and which are subject to petitions for relief under Section 364.162(1). Thus, this Commission has sufficient and complete independent jurisdiction under Florida law to resolve Intrado’s petition.

### **AT&T Position**

AT&T’s position is unclear. It has provided template interconnection agreements to Intrado, but has suggested through its correspondence that Intrado is not entitled to interconnection under Section 251(c) of the Act because the services provided by Intrado are not telephone exchange service or exchange access. AT&T has not addressed with Intrado its obligations to negotiate, interconnect, or unbundle under federal or Florida law.

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<sup>66/</sup> FLA. STAT. ANN. § 364.15.

<sup>67/</sup> FLA. STAT. ANN. § 364.16(1).

<sup>68/</sup> FLA. STAT. ANN. § 364.16(3).

## II. INTRADO IS ENTITLED TO A SINGLE AGREEMENT COVERING AT&T'S 22-STATE OPERATING TERRITORY (ALL APPENDICES)

### Issue Presented

Whether Intrado is entitled to utilize a single, comprehensive interconnection agreement covering the entire AT&T 22-state operating region as contemplated by the AT&T/BellSouth merger.

### Intrado Position

As part of its approval of the merger between AT&T and BellSouth, the FCC adopted a merger condition requiring the merged entity (now known as AT&T) to make available interconnection agreements across its 22-state territory.<sup>69/</sup> Specifically, the merger commitment states that:

The AT&T/BellSouth ILECs shall make available to any requesting telecommunications carrier any entire effective interconnection agreement, whether negotiated or arbitrated, that an AT&T/BellSouth ILEC entered into in any state in the AT&T/BellSouth 22-state ILEC operating territory, subject to state-specific pricing and performance plans and technical feasibility, and provided, further, that an AT&T/BellSouth ILEC shall not be obligated to provide pursuant to this commitment any interconnection arrangement or UNE unless it is feasible to provide, given the technical, network, and OSS attributes and limitations in, and is consistent with the laws and regulatory requirements of, the state for which the request is made.<sup>70/</sup>

The purpose of this condition is to reduce the transaction costs associated with negotiating interconnection agreements, and to diminish AT&T's incentives to discriminate against

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<sup>69/</sup> *AT&T Inc. and BellSouth Corporation Application for Transfer of Control*, Memorandum Opinion and Order, 22 FCC Rcd 5662 (2007) (“*AT&T/BellSouth Merger Order*”).

<sup>70/</sup> *AT&T/BellSouth Merger Order*, Appendix F.

competitors through the terms of access offered or by raising competitors' costs.<sup>71/</sup> By allowing the portability of interconnection agreements throughout the AT&T/BellSouth territory, the condition contemplates that a single interconnection agreement could be used in each state of AT&T's 22-state operating territory (subject to technical feasibility and state-specific pricing and performance plans).

AT&T is therefore required to allow Intrado to utilize the AT&T 13-State Agreement on a 22-state basis. Requiring Intrado to separately negotiate agreements for the former BellSouth states would undermine the purpose of the condition and hamper the promotion of competition.<sup>72/</sup> Such a result would also be contrary to the statements of AT&T and the findings of the FCC and the state when reviewing the merger that the merged entity would operate as a single, integrated entity.<sup>73/</sup>

Accordingly, Intrado has revised the AT&T 13-State Agreement to apply to the entire AT&T 22-state operating territory. Intrado should not be penalized because AT&T has been unable to develop a template agreement in the past year since the merger was approved. Intrado's proposed revisions should be adopted.<sup>74/</sup>

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<sup>71/</sup> *AT&T/BellSouth Merger Order*, Concurring Statement of Jonathan S. Adelstein; *see also AT&T/BellSouth Merger Order*, Appendix F (placing this condition under the general heading of "Reducing Transaction Costs Associated with Interconnection Agreements").

<sup>72/</sup> *Cf. AT&T/BellSouth Merger Order*, Concurring Statement of Commissioner Michael J. Copps (stating that the "portability of interconnection agreements" condition is an "important step[] for fostering residential telephone competition and ensuring that this merger does not in any way retard such competition").

<sup>73/</sup> *AT&T/BellSouth Merger Order* ¶ 210 (noting operation of AT&T and BellSouth "as a single company"); Docket No. 060308-TP, *Joint Application for Approval of Indirect Transfer of Control of Telecommunications Facilities Resulting from Agreement and Plan of Merger between AT&T Inc. and BellSouth Corporation*, Notice of Proposed Agency Action Order Approving Indirect Transfer of Control (Fla. P.S.C. June 23, 2006) (finding that the vertical integration of the companies will result in "more efficient and reliable services" and will "increase efficiency and reduce costs by avoiding the need for inter-networking traffic between companies").

<sup>74/</sup> Intrado Proposed Interconnection Agreement, Index, General Terms and Conditions, Appendix Coordinated Hot Cut, Appendix Physical Collocation, Appendix Virtual Collocation, Appendix Direct, Appendix Directory Listing, Appendix 911, Appendix Interconnection Trunking Requirements ("ITR"), Appendix Network Interconnection Methods ("NIM"),

**AT&T Position**

AT&T's position is unclear. It has indicated on numerous occasions that a 22-state template agreement was forthcoming, but AT&T has not provided such a document to Intrado.

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Appendix Operations Support Systems - Resale and UNE, Appendix Operator Services and Directory Assistance, Appendix Out of Exchange Traffic, Appendix Intercarrier Compensation, Appendix Recording, Appendix Lawful UNEs, Appendix White Pages, Appendix Non-Intercompany Settlement, Appendix Pricing (Ohio), Appendix Performance Measures (Attachment 1).

### III. PHYSICAL ARCHITECTURE

Along with providing a competitive local exchange alternative, Intrado's innovative, next-generation network also helps promote reliability in the 911 network by creating an alternative emergency services network that can be used as the primary 911/E911 network and supports cutting-edge technologies such as those needed by VoIP service, video relay service ("VRS"), and telecommunications relay service ("TRS") providers to service the speech and hearing impaired communities. The FCC has determined that "the American public depends on 911 services in its emergencies" and that reliability in the 911 network results from the deployment of diverse routing of interoffice facilities, multiple 911 tandem switch architectures, and diverse links for ALI database access.<sup>75/</sup> Intrado's network incorporates IP-based technologies and, as such, is able to fully accommodate the myriad of IP-based services being offered today as well as readily adapt for the technologies of tomorrow, which are generally not supported by today's legacy ILEC networks. Each of these principles underlies Intrado's proposed language regarding the physical architecture arrangement needed for efficient interconnection between Intrado and AT&T.

#### A. Local Interconnection Arrangements (Appendix ITR, Sections 1.3, 2.6, 4.2, 5.6; Appendix Out of Exchange, Section 1.1)

##### **Issues Presented**

Whether 911 Service and E911 Service calls should be included in the section regarding local interconnection, whether one-way trunks should be used by the Parties for the

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<sup>75/</sup> *Revision of the Commission's Rules to Ensure Compatibility with Enhanced 911 Emergency Calling Systems*, 9 FCC Rcd 6170, ¶ 3, n.6 (1994).

interconnection of the Parties' 911/E911 networks, and whether the Parties' trunking obligations should be reciprocal.

### **Intrado Position**

Given the unique nature of some of Intrado's service offerings, the Parties will exchange a significant number of 911 Service and E911 Service calls (as those terms have been defined in the interconnection agreement) over the local interconnection trunks that will be established under the interconnection agreement. Accordingly, Intrado has modified AT&T's proposed language to include 911 Service and E911 Service calls in the types of traffic to be exchanged by the Parties over local interconnection trunks.<sup>76/</sup> In addition, Intrado has modified AT&T's proposed language to make it reciprocal in recognition of both Parties' provision of 911/E911 Trunk groups to each other (including some language imported from Appendix 911 as discussed further below).<sup>77/</sup> Intrado also has added clarifying language that the mandatory requirement in the interconnection agreement for Intrado to connect to every local AT&T tandem may not apply, such as when Intrado is the primary 911/E911 Service provider in a particular geographic area.<sup>78/</sup>

Further, Intrado has proposed language requiring the use of one-way trunks for the local interconnection of AT&T's network to Intrado's network.<sup>79/</sup> In the *Virginia Arbitration Order*, the FCC's Wireline Competition Bureau rejected Verizon's proposal to subject the implementation of one-way or two-way interconnection trunks to the "mutual agreement" of the

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<sup>76/</sup> Intrado Proposed Interconnection Agreement, Appendix ITR §§ 1.3, 2.6, 4.2, 5.6 (Attachment 1).

<sup>77/</sup> Intrado Proposed Interconnection Agreement, Appendix ITR § 5.6 (Attachment 1).

<sup>78/</sup> Intrado Proposed Interconnection Agreement, Appendix ITR § 4.2 (Attachment 1). Intrado also added clarifying language to Appendix Out of Exchange to state that the terms and conditions of Appendix Out of Exchange do not apply to the exchange 911/E911 Service calls.

<sup>79/</sup> Intrado Proposed Interconnection Agreement, Appendix ITR §§ 1.3, 2.6, 4.2, 5.6 (Attachment 1).



parties. Rather, the FCC found that CLECs have the right to require the ILEC to provide any technically feasible method of interconnection and that Verizon's consent was not a prerequisite for the implementation of interconnection trunks.<sup>80/</sup> This Commission has likewise determined that ILECs are required to provide one-way or two-way trunking to CLECs upon the CLEC's request subject only to technical feasibility.<sup>81/</sup> Intrado's proposed language providing for one-way trunking is in the public interest and should be adopted.

### **AT&T Position**

AT&T's position is unknown. AT&T's proposed language does not specifically incorporate 911/E911 Service calls in the types of traffic to be exchanged by the Parties over local interconnection trunks, sets forth unilateral 911/E911 trunking requirements, and would require two-way trunking in some instances.<sup>82/</sup>

### **B. Interconnection of AT&T Network to Intrado Network, Point of Interconnection, and Mid-Span Meet (Appendix NIM, Sections 2.2, 2.3, 2.4, 2.5, 2.6, 3.3; General Terms and Conditions, Whereas Clause, Section 1.1.116)**

### **Issue Presented**

What is the most efficient, cost-effective physical architecture arrangement to achieve the greatest benefit for consumers.

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<sup>80/</sup> 47 C.F.R. § 51.305(f) (two-way trunking to be provided upon request); *Petition of WorldCom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc., and for Expedited Arbitration, et al.*, 17 FCC Rcd 27039, ¶ 147 (2002) ("Virginia Arbitration Order").

<sup>81/</sup> See, e.g., Docket No. 000828-TP *Petition of Sprint Communications Company Limited Partnership for Arbitration of Certain Unresolved Terms and Conditions of a Proposed Renewal of Current Interconnection Agreement with BellSouth Telecommunications, Inc.*, Order No. PSC-01-1095-FOF-TP, Final Order on Arbitration, (Fla. P.S.C. May 8, 2001) (subsequent history omitted).

<sup>82/</sup> AT&T 13-State Agreement, Appendix ITR §§ 1.3, 2.6, 4.2, 5.6 (Attachment 11).

### **Intrado Position**

The Act and the FCC's rules do not permit AT&T to dictate the points of interconnection ("POIs") that Intrado may use to exchange traffic with AT&T's network.<sup>83/</sup> Under the law, Intrado has the right to choose the location and number of points of interconnection on the incumbents' network, including the right to establish a single POI.<sup>84/</sup> The law is also clear that each carrier is required to bear the costs of delivering its originating traffic to the POI designated by the competitive carrier.<sup>85/</sup> Consistent with federal law, this Commission has found that competitors are entitled to a single POI<sup>86/</sup> and that each party has responsibility on its side of the POI.<sup>87/</sup> Intrado has modified AT&T's proposed language consistent with the rules of this Commission and the FCC to make clear that Intrado may designate the POI, that Intrado is only

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<sup>83/</sup> 47 U.S.C. § 251(c)(2); 47 C.F.R. § 51.305(a) ("[a]n incumbent LEC shall provide, for the facilities and equipment of any requesting telecommunications carrier, interconnection with the incumbent LEC's network . . . at any technically feasible point within the incumbent LEC's network"); *Virginia Arbitration Order* ¶ 52 ("competitive LECs may request interconnection at any technically feasible point"), *app. for review pending* (filed Nov. 7, 2002); *Developing a Unified Intercarrier Compensation Regime*, 16 FCC Rcd 9610, ¶ 112 (2001) ("*Intercarrier Compensation NPRM*") ("an [incumbent carrier] must allow a requesting telecommunications carrier to interconnect at any technically feasible point").

<sup>84/</sup> *See, e.g., Virginia Arbitration Order* ¶ 52 ("competitive LECs may request interconnection at any technically feasible point"); *Intercarrier Compensation NPRM* ¶ 112 ("an [incumbent carrier] must allow a requesting telecommunications carrier to interconnect at any technically feasible point").

<sup>85/</sup> 47 C.F.R. § 51.703; *Virginia Arbitration Order* ¶ 53.

<sup>86/</sup> Docket No. 000075-TP, *Investigation into Appropriate Methods To Compensate Carriers for Exchange of Traffic Subject to Section 251 of the Telecommunications Act of 1996*, Order No. PSC-02-1248-FOF-TP, Order on Reciprocal Compensation at 25 (Fla. P.S.C. Sept. 10, 2002) ("*Florida Order on Reciprocal Compensation*") ("[W]e find that ALECs have the exclusive right to unilaterally designate single POIs for the mutual exchange of telecommunications traffic at any technically feasible location on an incumbent's network within a LATA."), *recon. denied* January 8, 2003.

<sup>87/</sup> Docket No. 000731-TP, *Petition by AT&T Communications of the Southern States, Inc. d/b/a AT&T for Arbitration of Certain Terms and Conditions of a Proposed Agreement with BellSouth Telecommunications, Inc. Pursuant to 47 U.S.C. Section 252*, Order No. PSC-01-1402-FOF-TP, Final Order on Arbitration at 46 (Fla. P.S.C. June 28, 2001) (finding that "[the CLEC] should be permitted to designate the interconnection point(s) in each LATA for the mutual exchange of traffic, with both parties assuming financial responsibility for bringing their traffic to the [CLEC]-designated interconnection point"); *Florida Order on Reciprocal Compensation* at 26 ("[W]e find that an originating carrier is precluded by FCC rules from charging a terminating carrier for the cost of transport, or for the facilities used to transport the originating carrier's traffic, from its source to the point(s) of interconnection in a LATA.").

required to establish one POI per LATA, and that Intrado may request a meet-point to effectuate its interconnection arrangement with AT&T.<sup>88/</sup>

In geographic areas in which AT&T has been designated as the primary 911 Service and E911 Service provider, Intrado seeks to establish a POI on AT&T's network for the termination of emergency calls originated by Intrado's end users destined for AT&T's network. This can be achieved by establishing a POI at AT&T's E911 Tandem/Selective Router or utilizing another meet-point for 911 Service and E911 Service calls serving the relevant LATA.<sup>89/</sup> The Selective Router/E911 Tandem and any meet-point established by the Parties is deemed to be on AT&T's network, and thus is a technically feasible interconnection point under the FCC's rules.<sup>90/</sup> AT&T, not Intrado, bears "the burden of demonstrating the technical infeasibility of a particular method of interconnection or access at any individual point."<sup>91/</sup>

The 911 network is connected to the public switched telephone network for public safety purposes.<sup>92/</sup> While the single POI arrangement is generally the most efficient network architecture arrangement for the exchange of plain old telephone service ("POTS") traffic, 911 traffic has historically been handled in a different manner between adjacent ILECs. Intrado is recommending that the Parties follow that method of physical interconnection where Intrado is the primary E911 Service provider.

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<sup>88/</sup> Intrado Proposed Interconnection Agreement, Appendix NIM §§ 2.1, 2.3, 2.4.5, 3.3 (Attachment 1); *see also* 47 C.F.R. § 51.321(b); *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996: Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers*, 11 FCC Rcd 15499, ¶ 553 (1996) ("Local Competition Order") (meet point arrangements "must be available to new entrants upon request") (intervening history omitted), *aff'd by AT&T Corp., et al. v. Iowa Utils. Bd., et al.*, 525 U.S. 366 (1999).

<sup>89/</sup> Intrado Proposed Interconnection Agreement, Appendix NIM § 2.5 (Attachment 1).

<sup>90/</sup> *VoIP E911 Order* ¶¶ 14-15, n.35, n.37; *Local Competition Order* ¶ 553 ("In a meet point arrangement, the 'point' of interconnection for purposes of sections 251(c)(2) and 251(c)(3) remains on 'the local exchange carrier's network.'").

<sup>91/</sup> *Local Competition Order* ¶ 554.

<sup>92/</sup> *VoIP E911 Order* ¶ 14 (noting that the E911 network is interconnected with the public switched telephone network).

Under this method, in geographic areas in which Intrado has been selected as the primary provider of 911 Services and E911 Services, AT&T's network must interconnect with Intrado's 911/E911 network so that customers of AT&T located in that geographic area can complete emergency calls to the appropriate PSAP (*i.e.*, Intrado's end user customer). Deviating from a single POI arrangement in those instances when Intrado is serving the PSAP results in the most efficient and effective network architecture and provides the highest degree of reliability for the provision of 911 services. The ILECs have relied on this method of interconnection with adjacent ILECs to aggregate and transport 911/E911 traffic to the appropriate PSAP.<sup>93/</sup> Intrado simply seeks to mirror the type of interconnection arrangements that AT&T and other ILECs have determined to be the most efficient and effective for the termination of emergency calls.<sup>94/</sup>

Specifically, under Intrado's proposed language, AT&T would aggregate and/or transport its end users' emergency calls destined for Intrado's PSAP customers to two POIs on Intrado's network, which could be Intrado's Selective Router/E911 Tandem or at regional meet-points between the Parties' networks.<sup>95/</sup> If the Parties were to interconnect at a regional meet-point between the Parties' networks, the Parties would negotiate a point at which one carrier's responsibility for service ends and the other carrier's begins and each Party would pay its portion of the costs to reach the meet-point.<sup>96/</sup> AT&T's proposed language regarding meet-point interconnection is not consistent with the FCC's requirements because it does not address the

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<sup>93/</sup> Cf. *Local Competition Order* ¶ 553 (finding that arrangements between neighboring ILECs for the mutual exchange of traffic are technically feasible arrangements for interconnection between CLECs and ILECs).

<sup>94/</sup> Cf. *Local Competition Order* ¶ 168 (recognizing that a new entrant cannot effectively compete when the new entrant cannot obtain interconnection on terms that are as favorable as the ILEC offers to neighboring ILECs).

<sup>95/</sup> Intrado Proposed Interconnection Agreement, Appendix NIM § 2.5 (Attachment 1). Intrado has also proposed language that would require AT&T to maintain certain company identifiers and codes to be able to terminate 911/E911 traffic on Intrado's network. See Intrado Proposed Interconnection Agreement, Appendix NIM § 2.5.6, 2.5.7 (Attachment 1).

<sup>96/</sup> *Local Competition Order* ¶ 553 (finding each carrier must build out to the meet-point even if the ILEC is required to build out facilities to reach that point).

facilities AT&T is required to build out to reach the meet-point.<sup>97/</sup> The FCC has determined that both the ILEC and the new entrant “gains value” from the use of a meet-point to exchange traffic and thus each Party to the arrangement should bear its portion of the economic costs of the arrangement.<sup>98/</sup>

Intrado’s proposed interconnection arrangement is consistent with the law, promotes public safety, and reflects AT&T’s existing relationships with other carriers for the termination of emergency calls. Accordingly, Intrado’s proposed language should be adopted.

#### **AT&T Position**

AT&T’s position is unclear. AT&T appears to propose a network architecture arrangement that is, in some respects, contrary to the rules of the FCC and this Commission.

#### **C. Inter-Selective Router Trunking (Appendix ITR, Sections 5.2.1, 5.2.2, 5.6; Appendix 911, Section 7.6; Appendix Out of Exchange, Section 1.1)**

#### **Issue Presented**

Whether the Parties should implement Inter-Selective Router trunking to allow emergency calls to be transferred between Selective Routers and the PSAPs connected to those Selective Routers while retaining the critical information associated with the emergency call.

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<sup>97/</sup> AT&T 13-State Agreement, Appendix ITR § 3.3 (Attachment 11).

<sup>98/</sup> *Local Competition Order* ¶ 553.

### **Intrado Position**

The FCC has determined that, if a particular method of interconnection is currently employed between two networks or has been used successfully in the past, a rebuttable presumption is created that such a method is technically feasible for substantially similar network architectures and ILECs bear the burden of demonstrating technical infeasibility.<sup>99/</sup> AT&T performs inter-Selective Router transfers today in several states. For example, AT&T's California tariff defines this functionality as "9-1-1 Tandem to 9-1-1 Tandem Transfer," which provides the "ability to transfer a 9-1-1 call from a PSAP served by one 9-1-1 Selective Router (a.k.a. Tandem) to a PSAP served by a different 9-1-1 Selective Router."<sup>100/</sup> Such a transfer allows the ANI and ALI associated with the emergency call (*i.e.*, the information needed by the public safety agency to address the caller's emergency) to remain with that communication when it is transferred to the other Selective Router and/or PSAP. If the call is required to be re-routed over the public switched telephone network, the caller's ANI and ALI is lost.

Establishment of inter-Selective Router trunking would ensure that PSAPs are able to communicate with each other and more importantly, that mis-directed calls can be quickly and efficiently routed to the appropriate PSAP. The interoperability currently available to ILECs providing 911/E911 services must be made available to Intrado when it offers a competing 911/E911 service product. Maintaining the same functionality available today is critical for ensuring PSAP end users continue to receive comparable service when switching to enhanced, next-generation 911/E911 networks such as Intrado's and is necessary to the future deployment

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<sup>99/</sup> Local Competition Order ¶ 554.

<sup>100/</sup> Pacific Bell Telephone Company Schedule Cal. P.U.C. No. A9 - Network and Exchange Services, 3rd Revised Sheet 219.

of such competitive networks.<sup>101/</sup> The public benefit of such diverse and redundant interconnection also is reflected in the FCC's inquiry whether it should require redundant trunks to each Selective Router and/or require that multiple Selective Routers be able to route calls to each PSAP.<sup>102/</sup>

Intrado's proposed language seeks to establish such trunking.<sup>103/</sup> AT&T's proposed language also included a limitation on inter-tandem switching and terms and conditions governing "out of exchange" traffic.<sup>104/</sup> Intrado has revised that language to clarify that AT&T's proposed limitations or "out of exchange" terms and conditions do not apply to inter-Selective Router transfer of 911/E911 Service calls.<sup>105/</sup> Finally, Intrado has modified AT&T's proposed language to clarify that certain documentation is not necessary for the establishment of the inter-Selective Router trunking proposed by Intrado.<sup>106/</sup> Intrado's proposed language should be adopted.

### **AT&T Position**

AT&T's position is unclear. Although its tariffs contemplate inter-SR transfer, its proposed interconnection agreement did not contain similar language.

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<sup>101/</sup> Cf. *Telephone Number Portability*, 12 FCC Rcd 12281, ¶ 4 (1997) ("Number portability is essential to meaningful facilities-based competition in the provision of local exchange service because survey data show that customers are reluctant to switch carriers if they must change telephone numbers. In practical terms, the benefits of competition will not be realized if new facilities-based entrants are unable to win customers from incumbent providers as a result of economic or operational barriers.").

<sup>102/</sup> *VoIP E911 Order* ¶ 59.

<sup>103/</sup> Intrado Proposed Interconnection Agreement, Appendix ITR § 5.6 (Attachment 1).

<sup>104/</sup> AT&T 13-State Agreement, Appendix ITR §§ 5.2.1, 5.2.2 (Attachment 11); AT&T 13-State Agreement, Appendix Out of Exchange (Attachment 11).

<sup>105/</sup> Intrado Proposed Interconnection Agreement, Appendix ITR §§ 5.2.1, 5.2.2 (Attachment 1); Intrado Proposed Interconnection Agreement, Appendix Out of Exchange § 1.1 (Attachment 1).

<sup>106/</sup> Intrado Proposed Interconnection Agreement, Appendix 911 § 7.6 (Attachment 1).

**D. Forecasting, Servicing, and Ordering (Appendix ITR, Sections 6.1, 8.2.1, 8.6.1)**

**Issue Presented**

Whether the forecasting provisions should be reciprocal, whether the Parties are required to maintain certain grades of service for 911 Trunks, and whether the process for AT&T ordering services from Intrado should be included in the interconnection agreement.

**Intrado Position**

Intrado has modified AT&T's proposed language to make the forecasting provisions applicable to both Parties rather than solely imposed on Intrado.<sup>107/</sup> To adequately groom its network, Intrado must have some indication from AT&T as to how many trunks, including 911/E911 Trunks, will be required to support emergency calls between the Parties' networks. Intrado also has added language to ensure the Parties will maintain a proper quantity of trunks and a grade of service consistent with industry standards.<sup>108/</sup> And, while AT&T's proposed language contained detailed provisions setting forth the process for Intrado to order services and facilities from AT&T, the language does not address how AT&T will order services from Intrado. As co-carriers, both Parties will be purchasing services from the other and thus each Party should be aware of the process to order services and facilities from the other. Intrado has therefore included language addressing its ordering process.<sup>109/</sup> Intrado's proposed language should be adopted.

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<sup>107/</sup> Intrado Proposed Interconnection Agreement, Appendix ITR § 6.1 (Attachment 1).

<sup>108/</sup> Intrado Proposed Interconnection Agreement, Appendix ITR § 8.2.1 (Attachment 1).

<sup>109/</sup> Intrado Proposed Interconnection Agreement, Appendix ITR § 8.6.1 (Attachment 1).



### **AT&T Position**

AT&T's position is unknown. Its proposed language imposed unilateral forecasting requirements on Intrado, did not specifically address maintenance and service of 911/E911 Trunks, and does not address Intrado's ordering process.<sup>110/</sup>

#### **E. Establishment of Interconnection Architecture (Appendix NIM, Sections 1.26, 2.1, 3.4.1, 4.1, 4.2, 4.3)**

### **Issue Presented**

Whether the Parties' interconnection agreement should set forth the interconnection architecture to be used or whether that should be addressed separately.

### **Intrado Position**

AT&T's proposed language contemplates that the Parties would amend the interconnection agreement to set forth the interconnection arrangements to be utilized by the Parties and requires Intrado to provide notice to AT&T that it seeks to interconnect.<sup>111/</sup> Intrado has modified this language to clarify that the specifics of the Parties' interconnection arrangement will be set forth in the agreement and that no further notice or action is needed from Intrado to implement the interconnection arrangement.<sup>112/</sup> Intrado also has clarified that, only to the extent it seeks additional points of interconnection with AT&T, will it provide the notice requested by AT&T.<sup>113/</sup>

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<sup>110/</sup> AT&T 13-State Agreement, Appendix ITR §§ 6.1, 8.2.1 (Attachment 11).

<sup>111/</sup> AT&T 13-State Agreement, Appendix NIM §§ 1.26, 2.1, 3.4.1, 4.1, 4.2, 4.3 (Attachment 11).

<sup>112/</sup> Intrado Proposed Interconnection Agreement, Appendix NIM §§ 1.26, 2.1, 3.4.1, 4.1, 4.2 (Attachment 1).

<sup>113/</sup> Intrado Proposed Interconnection Agreement, Appendix NIM § 4.3 (Attachment 1).

**AT&T Position**

AT&T's position is unknown. Its proposed language would require the Parties to amend the interconnection agreement to address the arrangements to be used by the Parties and would require Intrado to provide certain notice to AT&T that Intrado seeks to interconnect.

#### **IV. 911 AND E911 SERVICES**

##### **A. 911/E911 Call Routing (Appendix 911, Sections 3.2, 4.2)**

###### **Issue Presented**

How the Parties will route 911/E911 calls to each other.

###### **Intrado Position**

AT&T's proposed language primarily addresses how AT&T will route 911/E911 calls it receives from Intrado to the appropriate PSAP.<sup>114/</sup> Intrado has modified that language to reflect how Intrado will route 911/E911 calls to AT&T's Selective Router/E911 Tandem when AT&T is the primary provider of 911/E911 Service in a particular geographic area and how AT&T will route 911/E911 calls to Intrado's network when Intrado is the primary provider of 911/E911 Service in a particular geographic area.<sup>115/</sup> Intrado's proposed language should be adopted.

###### **AT&T Position**

AT&T's position is unknown. AT&T's original language was one-sided and did not contemplate AT&T routing 911/E911 calls to Intrado's network.

##### **B. Basic 911 and E911 Databases (Appendix 911, Sections 3.4, 4.3)**

###### **Issue Presented**

How the Parties will obtain access to each other's basic 911 and E911 databases.

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<sup>114/</sup> AT&T-13 State Agreement, Appendix 911 § 3.2 (Attachment 11). AT&T's language also addressed trunking requirements for Intrado, but as discussed below, that language is more appropriate for Appendix ITR or Appendix NIM.

<sup>115/</sup> Intrado Proposed Interconnection Agreement, Appendix 911, §§ 3.2, 4.2 (Attachment 1).

### **Intrado Position**

Under the FCC's rules, AT&T is required to provide Intrado with nondiscriminatory access to AT&T's 911 and E911 databases on an unbundled basis.<sup>116/</sup> The FCC determined that CLECs like Intrado must have access to such databases "because of the unique nature of 911 and E911 services and the [surrounding] public safety issues . . . to ensure that their customers have access to emergency services."<sup>117/</sup> This Commission also has found that 911 and E911 databases must be provided to competitors like Intrado.<sup>118/</sup>

Intrado has modified AT&T's proposed language to acknowledge AT&T's requirements to provide Intrado access to AT&T's 911 and E911 databases when either AT&T *or* Intrado has been designated as the primary 911/E911 service provider.<sup>119/</sup> Intrado also has included language that would allow AT&T to access Intrado's 911 and E911 databases in cases in which Intrado manages the database in a particular geographic area.<sup>120/</sup> To ensure the greatest degree of reliability for handling public calls for emergency services, Intrado's proposed language also recognizes that both Parties have an obligation to work together as co-carriers to quickly and accurately upload end user record information into the relevant databases while maintaining the confidentiality of the data.<sup>121/</sup> Intrado's proposed language should be adopted.

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<sup>116/</sup> 47 U.S.C. § 251(c); 47 C.F.R. § 51.319(f); *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, 18 FCC Rcd 16978, ¶ 557 (2003) ("Triennial Review Order"), *aff'd in part, remanded in part, vacated in part, U.S. Telecom Ass'n v. FCC*, 359 F.3d 554, 587 (D.C. Cir. 2004) (subsequent history omitted).

<sup>117/</sup> *Triennial Review Order* ¶ 557.

<sup>118/</sup> Docket No. 041269-TP, *Petition To Establish Generic Docket to Consider Amendments to Interconnection Agreements Resulting from Changes in Law, by BellSouth Telecommunications, Inc.*, Order No. PSC-06-0172-FOF-TP, Order on Generic Proceeding (Fla. P.S.C. Mar. 2, 2006) (finding an ILEC "is obligated to offer all CLECs unbundled access to the 911 and E911 call-related databases"); *see also* FLA. STAT. ANN. § 364.161.

<sup>119/</sup> Intrado Proposed Interconnection Agreement, Appendix 911 §§ 3.4, 4.3 (Attachment 1).

<sup>120/</sup> Intrado Proposed Interconnection Agreement, Appendix 911 §§ 3.4, 4.3 (Attachment 1).

<sup>121/</sup> Intrado Proposed Interconnection Agreement, Appendix 911 §§ 3.4, 4.3 (Attachment 1).

### **AT&T Position**

AT&T's position is unknown. Its proposed language in the AT&T 13-State Agreement did not reflect the fact that both Parties need access to and must update the other Party's databases.

#### **C. 911 and E911 Related Definitions (Appendix 911, Sections 2.1, 2.2, 2.3, 2.5, 2.7, 2.8, 2.9, 2.12, 2.13, 2.14, 2.15, 2.17, 2.18, 2.19, 2.20)**

### **Issue Presented**

Whether certain definitions related to the Parties' provision of 911 and E911 Service should be included in the interconnection agreement and what definitions should be used.

### **Intrado Position**

Intrado has proposed definitions for several 911/E911-related terms for inclusion in the Parties' interconnection agreement.<sup>122/</sup> These definitions are consistent with industry standards.<sup>123/</sup> For example, Master Street Address Guide or "MSAG" is the term commonly used to describe the database of street names and house numbers within a particular community that is used to enable the proper routing of 911/E911 calls.<sup>124/</sup> The Parties' interconnection agreement should use industry-standard nomenclature, and thus Intrado has included a definition of MSAG in the agreement.<sup>125/</sup> Likewise, Intrado has offered a definition for "Voice over

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<sup>122/</sup> Intrado Proposed Interconnection Agreement, General Terms and Conditions §§ 2.1 (911 Service), 2.2 (911 System), 2.3 (911 Trunk), 2.5 (ANI), 2.7 (DBMS), 2.8 (E911 Customer), 2.9 (E911 Service), 2.12 (MSAG), 2.13 (NENA), 2.14 (PSAP ALI Messaging (PAM) Interface Protocol), 2.15 (Pseudo-ANI), 2.17 (Selective Router), 2.18 (Service Order Information), 2.19 (Shell Records), 2.20 (VoIP) (Attachment 1).

<sup>123/</sup> See generally NENA Master Glossary of 9-1-1 Terminology (Version 10, June 5, 2007), available at [http://www.nena.org/media/files/NENA00-001\\_V1020070605.pdf](http://www.nena.org/media/files/NENA00-001_V1020070605.pdf).

<sup>124/</sup> See, e.g., NENA Master Glossary of 9-1-1 Terminology at 46 (Version 10, June 5, 2007), available at [http://www.nena.org/media/files/NENA00-001\\_V1020070605.pdf](http://www.nena.org/media/files/NENA00-001_V1020070605.pdf).

<sup>125/</sup> Intrado Proposed Interconnection Agreement, Appendix 911 § 2.12 (Attachment 1).

Internet Protocol” that is identical to the definition adopted by the FCC.<sup>126/</sup> Intrado’s proposed language is consistent with industry practice and should be adopted.

#### **AT&T Position**

AT&T’s position is unknown. Its proposed language did not include some of the definitions proposed by Intrado.

#### **D. Each Party’s Rights and Obligations for Certain 911 and E911 Services (Appendix 911, Sections 1, 3.1, 4.1, 5.1, 5.2, 5.3, 6.1, 7, 8.1, 9; General Terms and Conditions, Section 44.6.1)**

#### **Issue Presented**

Whether the language regarding the provision of 911/E911 services should be reciprocal.

#### **Intrado Position**

AT&T’s proposed language only addresses the situations in which AT&T will act as the primary provider of 911/E911 Services in a geographic area.<sup>127/</sup> By contrast, Intrado’s proposed language delineates each Party’s obligations depending on whether AT&T or Intrado is the primary 911/E911 Service provider in a particular area.<sup>128/</sup> Intrado also has made AT&T’s original language regarding 911/E911 rights and obligations reciprocal so that it addresses each Party’s obligations regardless of whether the primary provider of those services in a particular geographic area is AT&T or Intrado.<sup>129/</sup> Intrado’s language also sets forth each Party’s

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<sup>126/</sup> Intrado Proposed Interconnection Agreement, Appendix 911 § 2.20 (Attachment 1); *see also* 47 C.F.R. § 9.3 (defining “interconnected VoIP”).

<sup>127/</sup> AT&T 13-State Agreement, Appendix 911 §§ 4.2.10, 5.2, 6.1, 7, 8.1, 9 (Attachment 11); AT&T 13-State Agreement, General Terms and Conditions § 44.6.1 (Attachment 11).

<sup>128/</sup> Intrado Proposed Interconnection Agreement, Appendix 911 §§ 3.1, 4.1 (Attachment 1).

<sup>129/</sup> Intrado Proposed Interconnection Agreement, Appendix 911 §§ 1, 5.1, 5.2, 6.1, 7, 8.1, 9 (Attachment 1); Intrado Proposed Interconnection Agreement, General Terms and Conditions § 44.6.1 (Attachment 1).

responsibility for mutually uploading records and using protocols.<sup>130/</sup> These revisions are necessary because there may be areas in which Intrado is the designated emergency services provider rather than AT&T, and thus *each Party* will have reciprocal rights and responsibilities. Intrado's proposed language should be adopted.

#### **AT&T Position**

AT&T's position is unknown. Its proposed language did not reflect that both Parties have rights and obligations with respect to the provision of 911/E911 Service and imposed some requirements only on Intrado.

#### **E. 911/E911 Surcharges (Appendix 911, Section 5.2)**

##### **Issue Presented**

Whether each Party should be responsible for the collection and remittance of 911/E911 surcharges.

##### **Intrado Position**

AT&T's language appears to relieve AT&T of any responsibility to collect or remit 911/E911 surcharges and puts that burden solely on Intrado.<sup>131/</sup> Intrado has revised this language to impose reciprocal obligations on each Party to collect and remit 911/E911 surcharges to the applicable PSAP and provide any necessary reports.<sup>132/</sup> Intrado also has deleted the language addressing resellers because it does not apply to Intrado's services.<sup>133/</sup> Intrado's proposed language should be adopted.

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<sup>130/</sup> Intrado Proposed Interconnection Agreement, Appendix 911 § 5.3 (Attachment 1).

<sup>131/</sup> AT&T 13-State Agreement, Appendix 911 § 5.2 (Attachment 11).

<sup>132/</sup> Intrado Proposed Interconnection Agreement, Appendix 911 § 5.2 (Attachment 1).

<sup>133/</sup> Intrado Proposed Interconnection Agreement, Appendix 911 § 5.2 (Attachment 1).

### **AT&T Position**

AT&T's position is unknown. The AT&T 13-State Agreement would impose unilateral obligations on Intrado to collect, remit, and provide reports on 911/E911 surcharges.

#### **F. Appropriate Placement for Provisions Regarding 911 Trunking and 911 Interconnection (Appendix 911, Sections 3.3, old 4.2, old 5.1; Appendix NIM, Section old 2.6)**

### **Issue Presented**

Whether it is more appropriate for language regarding 911 trunking and 911 interconnection to be placed in Appendix ITR or Appendix NIM, which are the appendices governing such issues and whether certain repetitive language should be deleted.

### **Intrado Position**

The Intrado Proposed Interconnection Agreement moves some language regarding 911 trunking and 911 interconnection from Appendix 911 to Appendix ITR or Appendix NIM or otherwise deletes the language as repetitive of language already existing in those appendices.<sup>134/</sup> Some of the language contained in Appendix 911 is repetitive of that contained in Appendix ITR and Appendix NIM, or the language is better suited for the appendices dealing with those substantive issues rather than Appendix 911. Likewise, some of the language contained in Appendix ITR is repetitive of that contained in Appendix 911. Intrado's proposed reorganization should be adopted.<sup>135/</sup>

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<sup>134/</sup> Intrado Proposed Interconnection Agreement, Appendix 911 §§ 3.3, old 4.2, old 5.1 (Attachment 1); Intrado Proposed Interconnection Agreement, Appendix NIM § old 2.6 (Attachment 1).

<sup>135/</sup> The substantive issues with AT&T's proposed language are addressed under the Physical Architecture section.



**AT&T Position**

AT&T's position is unknown. The AT&T 13-State Agreement contains repetitive language in Appendix 911 and language that should be placed in Appendix NIM or Appendix ITR.<sup>136/</sup>

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<sup>136/</sup> AT&T 13-State Agreement, Appendix 911 §§ 3.3, 4.2, 5.1 (Attachment 1).

**V. INTERCARRIER COMPENSATION AND RELATED DEFINITIONS**

**A. Compensation for 911/E911 Service Calls (Appendix Intercarrier Compensation, Sections 1.1, 6.1)**

**Issue Presented**

Whether the 911/E911 Service calls exchanged between Intrado and AT&T should be subject to intercarrier compensation.

**Intrado Position**

Neither AT&T nor Intrado should be eligible for intercarrier compensation for the termination of 911 Service or E911 Service calls on either Party's network. Intrado's proposed language clarifies this point.<sup>137/</sup> When Intrado and AT&T exchange 911/ E911 Service calls destined for the other Party's network, those calls will terminate at the Selective Router/E911 Tandem or other designated POI for routing to the appropriate PSAP. These calls are identical to any emergency call terminated by a CLEC or ILEC on AT&T's network today. CLECs and ILECs do not exchange compensation for terminating such traffic. Accordingly, Intrado's language stating that 911 Service or E911 Service calls exchanged between the Parties are not subject to intercarrier compensation should be adopted.<sup>138/</sup>

**AT&T Position**

AT&T's position is unknown. Its proposed language did not specifically exclude 911/E911 Service calls from intercarrier compensation.

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<sup>137/</sup> Intrado Proposed Interconnection Agreement, Appendix Intercarrier Compensation §§ 1.1, 6.1 (Attachment 1).

<sup>138/</sup> Intrado Proposed Interconnection Agreement, Appendix Intercarrier Compensation §§ 1.1, 6.1 (Attachment 1).

**B. Traffic Eligible for Compensation (Appendix Intercarrier Compensation, Sections 1.2, 4.1, 5.1, 16.1, 16.2; General Terms & Conditions, Sections 1.1.84, 1.1.122; Appendix ITR, Sections 2.5, 2.13, 2.14, 12.1, 12.2)**

**Issue Presented**

What subset of traffic should be eligible for compensation when exchanged between the Parties.

**Intrado Position**

AT&T's proposed language attempts to define the subset of traffic that will be eligible for compensation when exchanged between the Parties, but the definitions and parameters used by AT&T are not consistent with law. For example, AT&T attempts to define Section 251(b)(5) Traffic and ISP-Bound Traffic as either local or non-local in order to limit its reciprocal compensation obligations to so-called "local" traffic.<sup>139/</sup> The FCC has determined that it is inaccurate to limit the application of reciprocal compensation to telecommunications traffic that is "local" and it has removed all such references from its rules.<sup>140/</sup> AT&T's language attempting to make such a distinction is inconsistent with the law. Intrado has therefore proposed defining those terms consistent with applicable law and relevant FCC and court decisions.<sup>141/</sup>

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<sup>139/</sup> AT&T 13-State Agreement, Appendix Intercarrier Compensation §§ 4.1, 5.1 (Attachment 11); AT&T 13-State Agreement, General Terms & Conditions §§ 1.1.84, 1.1.122 (Attachment 11); AT&T 13-State Agreement, Appendix ITR §§ 2.3, 2.13 (Attachment 11).

<sup>140/</sup> *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-Bound Traffic*, 16 FCC Rcd 9151, ¶ 46 (2001) ("ISP Order"), remanded, *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), petition for reh'g and reh'g en banc denied (Sept. 24, 2002), cert. denied sub nom, 123 S. Ct. 1927 (2003); see also *Bell Atlantic Tel. Cos. v. FCC*, 206 F.3d 1, 6 (D.C. Cir. 2000) (finding "[Section] 251(b)(5) purports to extend reciprocal compensation to all 'telecommunications'").

<sup>141/</sup> Intrado Proposed Interconnection Agreement, Appendix Intercarrier Compensation §§ 4.1, 5.1 (Attachment 1); Intrado Proposed Interconnection Agreement, General Terms & Conditions §§ 1.1.84, 1.1.122 (Attachment 1); Intrado Proposed Interconnection Agreement, Appendix ITR §§ 2.5, 2.13 (Attachment 1).

Similarly, AT&T's proposed language confines the traffic eligible for compensation between the Parties to "wireline" service or "dialtone."<sup>142/</sup> The FCC's rules impose no such qualification on the subset of traffic that is eligible for compensation. Rather, the FCC's rules indicate that reciprocal compensation applies "for the transport and termination on each carrier's network facilities of telecommunications traffic that originates on the network facilities of the other carrier."<sup>143/</sup> Intrado has deleted the unlawful qualifications contained in AT&T's proposed language and its proposed language should be adopted.<sup>144/</sup>

In addition, AT&T has attempted to broadly define "Switched Access Traffic" and address how such traffic may be exchanged between the Parties.<sup>145/</sup> AT&T's definition and related language regarding Switched Access Traffic does not accurately state the current requirements for such traffic and imposes more onerous restrictions than are currently found in the FCC's rules. Recitation of a FCC policy "in an interconnection agreement is unnecessary to ensure a carrier's rights or make clear a carrier's obligations" and adds no value to the agreement.<sup>146/</sup> Accordingly, Intrado has revised this language to reference "Applicable Law," and Intrado's proposed language should be adopted.<sup>147/</sup>

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<sup>142/</sup> AT&T 13-State Agreement, Appendix Intercarrier Compensation §§ 1.2, 16.1 (Attachment 11); AT&T 13-State Agreement, Appendix ITR § 2.14 (Attachment 11).

<sup>143/</sup> 47 C.F.R. § 51.701.

<sup>144/</sup> Intrado Proposed Interconnection Agreement, Appendix Intercarrier Compensation §§ 1.2, 16.1 (Attachment 1); Intrado Proposed Interconnection Agreement, Appendix ITR § 2.14 (Attachment 1).

<sup>145/</sup> AT&T 13-State Agreement, Appendix Intercarrier Compensation §§ 16.1, 16.2 (Attachment 11); AT&T 13-State Agreement, Appendix ITR §§ 12.1, 12.2 (Attachment 11).

<sup>146/</sup> *Virginia Arbitration Order* ¶ 33.

<sup>147/</sup> Intrado Proposed Interconnection Agreement, Appendix Intercarrier Compensation §§ 16.1, 16.2 (Attachment 1); Intrado Proposed Interconnection Agreement, Appendix ITR §§ 12.1, 12.2 (Attachment 1).

**AT&T Position**

AT&T's position is unknown. Its proposed language broadly defines the subset of traffic eligible for compensation and does not accurately reflect the requirements of the FCC.

**C. Reciprocal Obligations and Rights (Appendix Intercarrier Compensation, Sections 3.5, 3.9, 12.1, 17.4)**

**Issues Presented**

Whether the Parties should have reciprocal rights and obligations for dealing with third parties, offering certain services, and compensating each other for interLATA traffic.

**Intrado Position**

AT&T's proposed language imposes one-sided obligations on Intrado for addressing third party traffic and compensating AT&T for interLATA traffic, and gives only AT&T the right to limit its offering of certain services.<sup>148/</sup> There is no reason why these provisions should be unilateral given that the Parties will be operating as co-carriers and working together for the mutual exchange of traffic between their networks. Intrado has therefore revised the language to apply to both Parties equally.<sup>149/</sup> Intrado's proposed language should be adopted.

**AT&T Position**

AT&T's position is unknown. AT&T's proposed language is one-sided, imposes unilateral obligations on Intrado, and would protect only AT&T.

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<sup>148/</sup> AT&T 13-State Agreement, Appendix Intercarrier Compensation §§ 3.5, 3.9, 12.1, 17.4 (Attachment 11).

<sup>149/</sup> Intrado Proposed Interconnection Agreement, Appendix Intercarrier Compensation §§ 3.5, 3.9, 12.1, 17.4 (Attachment 1).

**D. Intervening Law and Reservation of Rights (Appendix Intercarrier Compensation, Sections 4.2, 15.1)**

**Issue Presented**

How the Parties should incorporate intervening law changes into their interconnection agreement.

**Intrado Position**

Intrado has modified AT&T's proposed language to clarify that changes in law, including retroactive application of such changes, will be incorporated into the Parties' interconnection agreement if permitted by the order or other decision effectuating the change in law.<sup>150/</sup> AT&T's proposed language is unclear as to the application of intervening law changes and specifically the retroactive application of such modifications.<sup>151/</sup> Intrado's proposed language should be adopted.

**AT&T Position**

AT&T's position is unknown. Its proposed language is unclear regarding the implementation of intervening law changes.

**E. Rebuttable Presumption and FX Traffic Tracking (Appendix Intercarrier Compensation, Sections 5.4, 6.2.6.4)**

**Issue Presented**

What process should be used for rebutting the presumption regarding ISP-Bound Traffic and for tracking foreign exchange ("FX") traffic in Connecticut.<sup>152/</sup>

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<sup>150/</sup> Intrado Proposed Interconnection Agreement, Appendix Intercarrier Compensation §§ 4.2, 15.1 (Attachment 1).

<sup>151/</sup> AT&T 13-State Agreement, Appendix Intercarrier Compensation §§ 4.2, 15.1 (Attachment 11).

<sup>152/</sup> The language at issue with respect to FX traffic is specific to Connecticut, is based on Connecticut law, and does not affect the Parties' interconnection arrangements in any other states.

### **Intrado Position**

Consistent with the requirements of the FCC, AT&T's proposed language indicates that either Party may rebut the presumption that traffic above the 3:1 ratio is ISP-Bound Traffic.<sup>153/</sup> AT&T's language, however, indicates that the Section 252 process must be used for rebutting the presumption and limits such a filing to the relevant state commission. There is no requirement that the Section 252 process be used to rebut the presumption. And AT&T's language does not contemplate that there may be instances in which the FCC acts in response to a rebuttal petition rather than a state, such as if the state refuses to act or otherwise refers the matter to the FCC. Intrado's proposed language reflects these possibilities and should be adopted.<sup>154/</sup>

Similarly, AT&T's proposed language includes the process for identifying certain types of FX traffic as required under Connecticut law.<sup>155/</sup> AT&T's language, however, goes further than permitted by Connecticut law when it indicates that AT&T will review Intrado's FX data. There is no requirement for review of Intrado's data by AT&T; rather, the traffic studies and other methodologies mentioned in AT&T's proposed language are the more appropriate way to address FX traffic in Connecticut. And Intrado also disputes AT&T's language stating that there should be an individual "plan" for each competitor to identify FX traffic in Connecticut.<sup>156/</sup> The factors developed under Connecticut law for identifying FX traffic should be applied uniformly to all competitors. Thus, Intrado's proposed language should be adopted.<sup>157/</sup>

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<sup>153/</sup> AT&T 13-State Agreement, Appendix Intercarrier Compensation § 5.4 (Attachment 11); *see also* ISP Order ¶ 79.

<sup>154/</sup> Intrado Proposed Interconnection Agreement, Appendix Intercarrier Compensation § 5.4 (Attachment 1).

<sup>155/</sup> AT&T 13-State Agreement, Appendix Intercarrier Compensation § 6.2.6.4 (Attachment 11); *see also* Docket No. 01-01-29, DPUC Investigation of the Payment of Mutual Compensation for Local Calls Carried over Foreign Exchange Service Facilities, Final Decision (Ct. D.P.U.C. Jan. 30, 2002) (subsequent history omitted).

<sup>156/</sup> AT&T 13-State Agreement, Appendix Intercarrier Compensation § 6.2.6.4 (Attachment 11).

<sup>157/</sup> Intrado Proposed Interconnection Agreement, Appendix Intercarrier Compensation § 6.2.6.4 (Attachment 1).

**AT&T Position**

AT&T's position is unknown. Its proposed language does not accurately address the process for rebutting the presumption or tracking FX traffic in Connecticut.



## **VI. LEGAL AND FINANCIAL OBLIGATIONS**

### **A. Non-Voluntary Provisions (General Terms and Conditions, Section 2.10)**

#### **Issues Presented**

Whether AT&T may set a timeframe for incorporating changes to non-voluntary provisions and whether AT&T may unlawfully limit the portability of interconnection agreements.

#### **Intrado Position**

Non-voluntary provisions, as defined by AT&T, are those provisions that AT&T has not willingly negotiated and are the result of arbitration decisions in various states.<sup>158/</sup> When modifications are made to such non-voluntary provisions, AT&T's proposed language establishes an arbitrary and unnecessary timeframe for incorporating those changes into the interconnection agreement.<sup>159/</sup> Intrado has deleted this timeframe.<sup>160/</sup> In addition, Intrado has deleted AT&T's language that would prohibit the portability of interconnection agreements across state lines.<sup>161/</sup> AT&T's language is not consistent with the conditions imposed on AT&T as part of the AT&T/BellSouth merger approval. As discussed above, the FCC determined that AT&T must make any interconnection agreement available in one state, whether negotiated or arbitrated, available for adoption in any other AT&T state.<sup>162/</sup> Intrado's revisions should be adopted.

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<sup>158/</sup> AT&T 13-State Agreement, General Terms and Conditions § 2.10 (Attachment 11).

<sup>159/</sup> AT&T 13-State Agreement, General Terms and Conditions § 2.10.1 (Attachment 11).

<sup>160/</sup> Intrado Proposed Interconnection Agreement, General Terms and Conditions § 2.10.1 (Attachment 1).

<sup>161/</sup> Intrado Proposed Interconnection Agreement, General Terms and Conditions § 2.10.2 (Attachment 1).

<sup>162/</sup> *AT&T/BellSouth Merger Order*, Appendix F.

### **AT&T Position**

AT&T's position is unknown. Its proposed language would prevent the portability of interconnection agreements across state lines, which is inconsistent with its merger conditions.<sup>163/</sup> In addition, its proposed language would set an arbitrary timeframe for incorporating changes to non-voluntary provisions.<sup>164/</sup>

#### **B. Term and Termination and Timing for Renegotiation (General Terms and Conditions, Sections 7.2, 7.6)**

### **Issues Presented**

What term should apply to the interconnection agreement and when is Intrado required to notify AT&T that it seeks to renegotiate the interconnection agreement after receiving a termination notice from AT&T.

### **Intrado Position**

Intrado seeks a three-year term for the interconnection agreement.<sup>165/</sup> The process of negotiating an interconnection agreement is highly resource-intensive, both in terms of time and money. The language proposed by AT&T did not include a specific term; rather, it included a blank for the insertion of an termination date.<sup>166/</sup> Requiring Intrado to divert its attention and resources from providing its services to interconnection negotiations is not in the interests of Intrado's customers and is decidedly counter to the public interest. Any term shorter than three years erects a barrier to entry for smaller, competitive carriers that lack the extensive resources of a large incumbent, and who, to survive, must focus on providing service to their customers rather

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<sup>163/</sup> AT&T 13-State Agreement, General Terms and Conditions § 2.10.2 (Attachment 11).

<sup>164/</sup> AT&T 13-State Agreement, General Terms and Conditions § 2.10.1 (Attachment 11).

<sup>165/</sup> Intrado Proposed Interconnection Agreement, General Terms and Conditions § 7.2 (Attachment 1).

<sup>166/</sup> AT&T 13-State Agreement, General Terms and Conditions § 7.2 (Attachment 11).

than engaging in protracted negotiations or arbitrations. A three-year term is reasonable and should be adopted.<sup>167/</sup>

AT&T's proposed language also would require Intrado to notify AT&T within ten calendar days after receiving AT&T's termination notice if Intrado seeks to pursue negotiation of another interconnection agreement with AT&T.<sup>168/</sup> Ten days is not an adequate amount of time to make such a decision and such a brief period could be used by AT&T for anticompetitive purposes. Intrado has therefore proposed language that would allow Intrado thirty days to respond to AT&T's notice of termination.<sup>169/</sup> Intrado's proposed language is reasonable and should be adopted.

#### **AT&T Position**

AT&T's position is unknown. Its language did not include a term for the interconnection agreement. Also, its language would require Intrado to respond to AT&T's notice of termination within ten calendar days.

### **C. Audits and Expenses (General Terms and Conditions, Sections 13, 39.2)**

#### **Issues Presented**

Whether audits may be performed by employees of the Parties, whether the Parties are required to reimburse each other for any auditing expenses, and whether Intrado is required to pay expenses related to the filing of the interconnection agreement with state commissions.

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<sup>167/</sup> Intrado Proposed Interconnection Agreement, General Terms and Conditions § 7.2 (Attachment 1).

<sup>168/</sup> AT&T 13-State Agreement, General Terms and Conditions § 7.6 (Attachment 11).

<sup>169/</sup> Intrado Proposed Interconnection Agreement, General Terms and Conditions § 7.6 (Attachment 1).

### **Intrado Position**

Intrado agrees with AT&T that audits may be required in certain situations, but has modified AT&T's proposed language to limit any such audits to independent, third-party auditors rather than in-house employees of the Parties.<sup>170/</sup> Audits should be performed only by an independent auditor acceptable to both Parties. Further, both Parties should have the right to engage an independent auditor without the other Party being required to pay a portion of the independent auditor's expenses, whether or not the audit uncovers some discrepancies.<sup>171/</sup>

Audits are costly and force a company to direct precious resources to the audit task and away from the delivery of services to customers. Audit power can be easily abused and must be applied only in limited circumstances, especially when the parties involved do not hold equal positions in the emerging competitive market. Such audits can also be used to stifle competition by creating financial burdens on new entrants and distracting resources to the audit. An independent auditor with the auditing party incurring the costs of the audit is crucial to maintaining a balance between parties with uneven market positions. Finally, any disputes between the Parties regarding audits should be subject to the interconnection agreement's dispute resolution provisions as indicated by Intrado's proposed language.<sup>172/</sup>

Intrado has revised AT&T's language that would require Intrado to pay a portion of the expenses related to the filing of the interconnection agreement.<sup>173/</sup> To the extent AT&T needs to use outside third parties or attorneys to make the requisite filings with the state commissions, AT&T should be solely liable for those charges. Intrado's proposed language should be adopted.

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<sup>170/</sup> Intrado Proposed Interconnection Agreement, General Terms and Conditions § 13.1.2 (Attachment 1).

<sup>171/</sup> Intrado Proposed Interconnection Agreement, General Terms and Conditions §§ 13.1.2, 13.1.6 (Attachment 1).

<sup>172/</sup> Intrado Proposed Interconnection Agreement, General Terms and Conditions § 13.1.5 (Attachment 1).

<sup>173/</sup> Intrado Proposed Interconnection Agreement, General Terms and Conditions § 39.2 (Attachment 1).

### **AT&T Position**

AT&T's position is unknown. Its proposed language would allow employees of the Parties to conduct audits, would require reimbursement of some audit expenses, and does not reference the Parties' ability to utilize dispute resolution for disagreements over audits.<sup>174/</sup> In addition, AT&T's proposed language would require Intrado to pay a portion of the expenses to file the interconnection agreement with various state commissions.<sup>175/</sup>

#### **D. Intrado's Initiation of Service (General Terms and Conditions, Section 4.1)**

##### **Issue Presented**

Whether AT&T may unilaterally dictate when Intrado initiates service.

##### **Intrado Position**

Intrado has deleted AT&T's proposed language that would require Intrado to start offering services within a certain number of days after approval of the interconnection agreement.<sup>176/</sup> Requiring Intrado to initiate service within a particular timeframe is irrelevant to the Parties' interconnection obligations. This requirement erects an arbitrary and unjustifiable barrier to Intrado's market entry by imposing artificial deadlines that must be met regardless of Intrado's business imperatives. Intrado alone must be able to determine how best to schedule its market entry and expend its resources. There is no legitimate reason for AT&T to dictate Intrado's business decisions. Accordingly, Intrado's revised language should be adopted.<sup>177/</sup>

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<sup>174/</sup> AT&T 13-State Agreement, General Terms and Conditions §§ 13.1.2, 13.1.5, 13.1.6 (Attachment 11).

<sup>175/</sup> AT&T 13-State Agreement, General Terms and Conditions § 39.2 (Attachment 11).

<sup>176/</sup> Intrado Proposed Interconnection Agreement, General Terms and Conditions § 4.1 (Attachment 1).

<sup>177/</sup> Intrado Proposed Interconnection Agreement, General Terms and Conditions § 4.1 (Attachment 1).

### **AT&T Position**

AT&T's position is unknown. Its proposed language would require Intrado to start offering services within a certain number of days after approval of the interconnection agreement without regard to Intrado's business plan.<sup>178/</sup>

#### **E. Assignment and Related Charges (General Terms and Conditions, Sections 6.1.2, 6.3.2)**

### **Issues Presented**

Whether Intrado may assign the agreement to an affiliated entity if the affiliated entity also has an interconnection agreement with AT&T and whether AT&T may impose unspecified charges on Intrado for administrative changes.

### **Intrado Position**

AT&T's proposed assignment language limits Intrado's right to assign the interconnection agreement to an affiliate if the affiliate also has an interconnection agreement with AT&T.<sup>179/</sup> There is no reasonable justification for such a limitation. Intrado should be permitted to assign the interconnection agreement to any affiliate it chooses regardless of whether the affiliate also has an interconnection agreement with AT&T. Further, AT&T's proposed language would give AT&T the unqualified right to impose charges on Intrado for administrative changes such as company code changes.<sup>180/</sup> Intrado has modified this language to limit any such charges to "reasonable" charges.<sup>181/</sup> Intrado's revisions should be adopted.<sup>182/</sup>

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<sup>178/</sup> AT&T 13-State Agreement, General Terms and Conditions § 4.1 (Attachment 11).

<sup>179/</sup> AT&T 13-State Agreement, General Terms and Conditions § 6.1.2 (Attachment 11).

<sup>180/</sup> AT&T 13-State Agreement, General Terms and Conditions § 6.3.2 (Attachment 11).

<sup>181/</sup> Intrado Proposed Interconnection Agreement, General Terms and Conditions § 6.3.2 (Attachment 1).

<sup>182/</sup> Intrado Proposed Interconnection Agreement, General Terms and Conditions §§ 6.1.2, 6.3.2 (Attachment 1).

### AT&T Position

AT&T's position is unknown. Its proposed language would unnecessarily limit Intrado's ability to assign the interconnection agreement to certain Intrado affiliates and would impose limitless charges on Intrado for administrative changes.<sup>183/</sup>

#### **F. Limitation of Liability and Indemnification (General Terms and Conditions, Sections 8.1, 15.1, 15.7, 16.4.2)**

##### Issues Presented

Whether AT&T may limit its liability for fraud or errors that are attributable to AT&T, whether each Party's liability should be limited to direct damages, and whether indemnification should be limited based on whether the underlying legal requirements are applicable.

##### Intrado Position

AT&T has proposed language that would limit its liability in certain situations.<sup>184/</sup> Intrado has modified this language to clarify that AT&T's liability is limited only when the underlying fraud or error is not attributable to AT&T.<sup>185/</sup> In addition, AT&T's proposed language would limit the Parties liability to certain charges.<sup>186/</sup> Intrado has expanded this language to include both Parties' direct damages rather than their charges for services rendered.<sup>187/</sup> Finally, Intrado has limited AT&T's proposed language governing indemnification for compliance with the requirements of the Communications Assistance for Law Enforcement Act ("CALEA") to ensure that the indemnification applies only to the extent such requirements

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<sup>183/</sup> AT&T 13-State Agreement, General Terms and Conditions §§ 6.1.2, 6.3.2 (Attachment 11).

<sup>184/</sup> AT&T 13-State Agreement, General Terms and Conditions §§ 8.1, 15.7 (Attachment 11).

<sup>185/</sup> Intrado Proposed Interconnection Agreement, General Terms and Conditions §§ 8.1, 15.7 (Attachment 1).

<sup>186/</sup> AT&T 13-State Agreement, General Terms and Conditions § 15.1 (Attachment 11).

<sup>187/</sup> Intrado Proposed Interconnection Agreement, General Terms and Conditions § 15.1 (Attachment 1).

are applicable to the Parties.<sup>188/</sup> Intrado's proposed revisions are reasonable and should be adopted.

### **AT&T Position**

AT&T's position is unknown. AT&T's proposed language would limit its liability even for fraud or errors that were caused by it, would not allow the Parties to collect the full extent of their damages, and would require the Parties to indemnify each other for CALEA compliance even though such requirements may not be applicable to the Parties.<sup>189/</sup>

### **G. Billing and Payment (General Terms and Conditions, Sections 10.1.5, 10.2, 10.3, 10.5, 10.6.3, 11.2, 11.3)**

#### **Issues Presented**

Whether disputed charges should be subject to late payments, whether the provision of services under the interconnection agreement may be terminated for non-payment of disputed charges, whether the language governing billing and payment should be reciprocal, and how long payments must be made after disputes are settled.

#### **Intrado Position**

AT&T's proposed language includes provisions setting forth the process and procedures for billing and payment of AT&T's charges to Intrado and the process for addressing billing disputes.<sup>190/</sup> AT&T's proposed interconnection agreement, however, does not include reciprocal provisions for billing and payment of Intrado's charges to AT&T, and in some places, makes the dispute resolution process one-sided in favor of AT&T. As co-carriers and to the extent the

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<sup>188/</sup> Intrado Proposed Interconnection Agreement, General Terms and Conditions § 16.4.2 (Attachment 1).

<sup>189/</sup> AT&T 13-State Agreement, General Terms and Conditions §§ 8.1, 15.1, 15.7, 16.4.2 (Attachment 11).

<sup>190/</sup> AT&T 13-State Agreement, General Terms and Conditions §§ 10, 11 (Attachment 11).



Parties will be exchanging bills, they should be governed by the same procedures. Intrado has modified the agreement to make provisions applicable to both Parties.<sup>191/</sup> Intrado's proposed language should be adopted.

In addition, AT&T's proposed language does not include the qualification that late payment charges apply only to undisputed bills that are not paid by the due date.<sup>192/</sup> Intrado has modified this language to clarify that late charges apply only to undisputed amounts.<sup>193/</sup> Likewise, Intrado has modified AT&T's proposed language stating that the failure to pay charges – without the qualification of undisputed charges – is grounds for the disconnection of services and facilities provided under the interconnection agreement.<sup>194/</sup> Neither Party should be penalized in the form of late charges for potential disconnection for disputing a bill. Further, Intrado has revised the due date for payments after disputes are resolved.<sup>195/</sup> AT&T's proposed language requires payment within ten business days whereas Intrado proposes a more reasonable timeframe of fifteen business days. Intrado's proposed language should be adopted.

#### **AT&T Position**

AT&T's position is unknown. Some of AT&T's proposed language does not apply to both Parties equally and would impose late payment charges or would allow termination of services and facilities based on late payment of all charges rather than excluding disputed

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<sup>191/</sup> Intrado Proposed Interconnection Agreement, General Terms and Conditions §§ 10.2, 10.3 (Attachment 1).

<sup>192/</sup> AT&T 13-State Agreement, General Terms and Conditions §§ 10.1.5, 10.5, 10.6.3, 11.2, 11.3 (Attachment 1).

<sup>193/</sup> Intrado Proposed Interconnection Agreement, General Terms and Conditions §§ 10.1.5, 10.5, 10.6.3, 11.2, 11.3 (Attachment 1).

<sup>194/</sup> Intrado Proposed Interconnection Agreement, General Terms and Conditions, § 11.2 (Attachment 1).

<sup>195/</sup> Intrado Proposed Interconnection Agreement, General Terms and Conditions §§ 11.2, 11.3 (Attachment 1).

charges.<sup>196/</sup> In addition, AT&T's language also requires the payment of charges within a short period after the resolution of disputes.<sup>197/</sup>

**H. Carrier Change Orders and Customer Inquiries (General Terms and Conditions, Sections 26.1.1, 38.4)**

**Issue Presented**

Whether the Parties should comply with established requirements for carrier change orders and whether the interconnection agreement should include language indicating that AT&T may provide services to end users similar to those provided by Intrado.

**Intrado Position**

The language proposed by AT&T with respect to carrier change orders is not consistent with established law. Specifically, there is no requirement under the rules of the FCC or this state that Intrado deliver to AT&T "a representation of authorization" prior to Intrado submitting carrier change orders to AT&T.<sup>198/</sup> Rather, the rules allow carriers to use various types of authorization, such as electronic authorization or third-party verification, and specifically state that "[a]n executing carrier shall not verify the submission of change in a subscriber's selection of a provider of telecommunications service received from a submitting carrier."<sup>199/</sup> AT&T's language is inconsistent with the law and Intrado's revised language should be adopted.<sup>200/</sup> In addition, there is no reason to include in the interconnection agreement AT&T's proposed

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<sup>196/</sup> AT&T 13-State Agreement, General Terms and Conditions §§ 10.1.5, 10.2, 10.3, 10.5, 10.6.3, 11.2, 11.3 (Attachment 11).

<sup>197/</sup> AT&T 13-State Agreement, General Terms and Conditions §§ 11.2, 11.3 (Attachment 11).

<sup>198/</sup> AT&T 13-State Agreement, General Terms and Conditions § 26.1.1 (Attachment 11).

<sup>199/</sup> 47 C.F.R. § 64.1120(a)(2); F.A.C. § 25-4.118.

<sup>200/</sup> Intrado Proposed Interconnection Agreement, General Terms and Conditions § 26.1.1 (Attachment 1).

language indicating that AT&T may provide services similar to those provided by Intrado.<sup>201/</sup>

This language should be deleted as proposed by Intrado.<sup>202/</sup>

### **AT&T Position**

AT&T's position is unknown. It has proposed language that is inconsistent with federal and state carrier change requirements, and has included language in the interconnection agreement regarding its provision of service to end users that is unnecessary.<sup>203/</sup>

## **I. Performance Measures (General Terms and Conditions, Section 17.1; Appendix Performance Measures)**

### **Issues Presented**

What performance measures apply to AT&T's provision of service under the interconnection agreement.

### **Intrado Position**

AT&T provided Intrado with Appendix Performance Measures (Ohio), which governs AT&T's provision of service Ohio, but did not provide similar appendices for other states.<sup>204/</sup> Section 17.1 of the General Terms and Conditions indicates that AT&T's sole obligation to pay damages or financial penalties for failure to meet certain performance standards is contained in Appendix Performance Measures.<sup>205/</sup> If that is the case, Intrado must be provided with similar appendices for each of the states, not just Ohio.

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<sup>201/</sup> AT&T 13-State Agreement, General Terms and Conditions § 38.4 (Attachment 11).

<sup>202/</sup> Intrado Proposed Interconnection Agreement, General Terms and Conditions § 38.4 (Attachment 1).

<sup>203/</sup> AT&T 13-State Agreement, General Terms and Conditions §§ 26.1.1, 38.4 (Attachment 11).

<sup>204/</sup> AT&T-13 State Agreement, Appendix Performance Measures (Attachment 11).

<sup>205/</sup> AT&T 13-State Agreement, General Terms and Conditions § 17.1 (Attachment 11).

**AT&T Position**

AT&T's position is unknown. It has only provided a performance measures appendix for Ohio.

**VII. PRICING (APPENDIX PRICING; APPENDIX INTERCARRIER COMPENSATION, SECTION 14.4)**

**Issue Presented**

What AT&T will charge Intrado for interconnection and unbundled network elements (“UNEs”) and the terms and conditions governing such pricing.

**Intrado Position**

Pursuant to Sections 251(c)(2), 251(c)(3), and 252(d)(1) of the Act, AT&T is required to provide pricing for interconnection and unbundled network elements that is just, reasonable, and nondiscriminatory.<sup>206/</sup> Likewise, under Florida law, AT&T is required to provide Intrado access to, and interconnection with, its facilities on an unbundled or resold basis at nondiscriminatory prices and rates.<sup>207/</sup> To date, AT&T has not provided Intrado with all of the rates AT&T intends to charge for interconnection facilities or UNEs, or the terms and conditions governing that pricing. Rather, AT&T has only provided rates, terms, and conditions for Ohio as part of the 13-State Agreement and rates for the old BellSouth states as part of the 9-State Agreement.<sup>208/</sup> Intrado has not received a comprehensive set of rates for interconnection and UNEs or the terms and conditions governing such pricing.

A sound business plan is contingent upon relative certainty as to the expenditures that will be made for necessary facilities. Intrado’s ability to provide service in AT&T’s service areas will be hindered until AT&T produces all of the rates it proposes to charge for interconnection facilities and UNEs. Similarly, Intrado cannot develop the rates it will charge

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<sup>206/</sup> 47 U.S.C. §§ 251(c)(2), (c)(3), 252(d)(1); *Local Competition Order* ¶ 628.

<sup>207/</sup> FLA. STAT. ANN. §§ 364.16(3), 364.162(2), (4).

<sup>208/</sup> AT&T 13-State Agreement, Appendix Pricing (Ohio) (Attachment 11); AT&T 9-State Agreement (Attachment 11).

AT&T for Intrado facilities until Intrado has the opportunity to review and comment on AT&T's rates for similar services. AT&T must make available all of the prices it intends to charge Intrado for interconnection facilities and UNEs as well as the terms and conditions governing those rates.

With respect to Appendix Pricing for Ohio that Intrado has received, that Appendix contains language regarding Illinois law and requirements.<sup>209/</sup> Intrado has deleted this language because it has no application to pricing in Ohio.<sup>210/</sup> In addition, Intrado has modified AT&T's proposed language to require AT&T to develop any new rates for interconnection facilities and UNEs pursuant to the 251/252 process and approval by the Commission rather than by simply posting rates on AT&T's website as AT&T's original language indicates.<sup>211/</sup> Intrado also modified AT&T's proposed language to reflect industry standard rounding procedures and to eliminate AT&T's ability to impose unspecified non-recurring charges on Intrado.<sup>212/</sup> Finally, Intrado has revised AT&T's proposed language to ensure that it applies equally to both Parties and gives both Parties reciprocal rights and obligations with respect to the payment of charges.<sup>213/</sup>

### **AT&T Position**

AT&T's position is unclear. It has not provided Intrado with all of the rates AT&T intends to charge Intrado for interconnection facilities and UNEs or the terms and conditions governing those rates. The pricing information that was provided would allow AT&T to create

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<sup>209/</sup> AT&T 13-State Agreement, Appendix Pricing (Ohio) § 1.5 (Attachment 11).

<sup>210/</sup> Intrado Proposed Interconnection Agreement, Appendix Pricing (Ohio) § 1.5 (Attachment 1).

<sup>211/</sup> Intrado Proposed Interconnection Agreement, Appendix Pricing (Ohio) §§ 1.9, 1.10 (Attachment 1).

<sup>212/</sup> Intrado Proposed Interconnection Agreement, Appendix Pricing (Ohio) §§ 2.2, 2.3, 3.7 (Attachment 1); Intrado Proposed Interconnection Agreement, Appendix Intercarrier Compensation § 14.4 (Attachment 1).

<sup>213/</sup> Intrado Proposed Interconnection Agreement, Appendix Pricing (Ohio) § 3.5 (Attachment 1).

new rates outside of the 251/252 process, employ non-standard rounding procedures, and impose unilateral obligations and charges on Intrado.

## VIII. DEFINITIONS

### A. Definition of “Central Office Switch” and “Tandem Office Switch” (General Terms and Conditions, Section 1.1.42; Appendix ITR, Sections 2.1, 2.10; Appendix NIM, Section 2.1)

#### Issues Presented

Whether the definitions of “Central Office Switch” and “Tandem Office Switch” should be modified to include E911 Tandem Switches or Selective Routers and whether the definition of “Tandem Office Switch” should be modified to include emergency call routing.

#### Intrado Position

Intrado has modified the definitions of “Central Office Switch” and “Tandem Office Switch” to clarify that E911 Tandem Switches or Selective Routers are considered Central Office Switches or Tandem Office Switches.<sup>214/</sup> Intrado’s proposed changes are consistent with the FCC’s recognition that a Selective Router is also known as an “E911 Control Office or E911 Tandem”<sup>215/</sup> and *Newton’s Telecom Dictionary* definition of a “E911 Control Office” as “the central office that provides tandem switching of 911 calls,” which is also “known as an E-911 Tandem or Selective Router.”<sup>216/</sup> Further, Intrado has modified the definition of “Tandem Office Switch” to acknowledge that a tandem office switch can be used for emergency call routing.<sup>217/</sup> This modification comports with *Newton’s* explanation that each PSAP connects to one or more E911 Control Offices and the E911 Control Office “delivers 911 voice calls, with Automatic

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<sup>214/</sup> Intrado Proposed Interconnection Agreement, General Terms and Conditions § 1.1.42 (Attachment 1); Intrado Proposed Interconnection Agreement, Appendix ITR §§ 2.1, 2.10 (Attachment 1); Intrado Proposed Interconnection Agreement, Appendix NIM § 2.1 (Attachment 1).

<sup>215/</sup> *VoIP E911 Order* at n.37.

<sup>216/</sup> Harry Newton, *NEWTON’S TELECOM DICTIONARY* 276 (19th ed. 2003).

<sup>217/</sup> Intrado Proposed Interconnection Agreement, General Terms and Conditions § 1.1.42 (Attachment 1).



Number Identification, to the PSAP.”<sup>218/</sup> Intrado’s proposed language is consistent with industry practice and should be adopted.

**AT&T Position**

AT&T’s position is unknown. Its proposed language did not include E911 Tandems or Selective Routers when defining switches.<sup>219/</sup>

**B. Definition of “End-User” (General Terms and Conditions, Section 1.1.61)**

**Issue Presented**

What definition of “End User” should be used in the interconnection agreement.

**Intrado Position**

Intrado has modified AT&T’s proposed “End User” definition to include within the definition communications service providers and other governmental and non-governmental customers (*e.g.*, PSAPs or E911 Customers) that subscribe to the telecommunications services provided by any of the Parties at retail.<sup>220/</sup> Intrado’s revision more accurately describes the types of entities that may be considered “End Users” under the interconnection agreement. This language is consistent with industry practice and should be adopted.

**AT&T Position**

AT&T’s position is unknown. Its proposed definition does not include all of the entities that may be considered “End Users” of the Parties.

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<sup>218/</sup> Harry Newton, NEWTON’S TELECOM DICTIONARY 276 (19th ed. 2003).

<sup>219/</sup> AT&T 13-State Agreement, General Terms and Conditions § 1.1.42 (Attachment 11); AT&T 13-State Agreement, Appendix ITR §§ 2.1, 2.10 (Attachment 11); AT&T 13-State Agreement, Appendix NIM § 2.1 (Attachment 11).

<sup>220/</sup> Intrado Proposed Interconnection Agreement, General Terms and Conditions § 1.1.42 (Attachment 1).

**C. Definition of “Offers Service” (Appendix ITR, Section 2.12)**

**Issues Presented**

Whether the definition of “Offers Service” should apply to both Parties and include the routing of 911/E911 calls as one of the triggers for determining whether a Party “Offers Service.”

**Intrado Position**

Intrado has revised AT&T’s proposed language defining what it means to “Offer Service” under the interconnection agreement to make the definition reciprocal to both Parties and include the routing of 911/E911 calls.<sup>221/</sup> There is no reason for the definition to solely apply to Intrado. In addition, Intrado could be offering services without meeting the arbitrary conditions included in AT&T’s proposed definition.<sup>222/</sup> Intrado’s proposed language should be adopted.

**AT&T Position**

AT&T’s position is unclear. Its proposed language addressed only Intrado’s provision of service and did not include the routing of 911/E911 traffic as a trigger for meeting the definition of “Offers Service.”<sup>223/</sup>

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<sup>221/</sup> Intrado Proposed Interconnection Agreement, Appendix ITR § 2.12 (Attachment 1).

<sup>222/</sup> AT&T 13-State Agreement, Appendix ITR § 2.12 (Attachment 11).

<sup>223/</sup> AT&T 13-State Agreement, Appendix ITR § 2.12 (Attachment 11).

## **IX. MISCELLANEOUS**

### **A. Unbundled Network Elements (Appendix Lawful UNEs, Section 2.10)**

#### **Issue Presented**

Whether AT&T is required to provide UNEs in parity to itself and other telecommunications carriers.

#### **Intrado Position**

AT&T's proposed language states that AT&T will make UNEs available to Intrado at parity with AT&T's provision of UNEs to other telecommunications carriers.<sup>224/</sup> Intrado has revised this language to require AT&T to provide UNEs to Intrado at parity with AT&T's provision of UNEs *to itself* as well as to other telecommunications carriers, which is consistent with law.<sup>225/</sup> Intrado's proposed language should be adopted.

#### **AT&T Position**

AT&T's position is unknown. Its language did not include the provision of UNEs to itself, only to other carriers.

### **B. Physical Collocation (Appendix Physical Collocation, Section 2.22)**

#### **Issue Presented**

Whether Intrado should pay for certain collocation requests as "non-standard" when AT&T has provided similar arrangements to other service providers.

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<sup>224/</sup> AT&T 13-State Agreement, Appendix Lawful UNEs § 2.10 (Attachment 11).

<sup>225/</sup> Intrado Proposed Interconnection Agreement, Appendix Lawful UNEs § 2.10 (Attachment 1); *see also* 47 C.F.R. § 51.311(a), (b).

### **Intrado Position**

AT&T has proposed language that would permit it to charge Intrado for “non-standard” collocation requests made by Intrado.<sup>226/</sup> Intrado has revised this language to clarify that AT&T is not permitted to impose “non-standard” charges on Intrado for arrangements that AT&T has provided to other service providers.<sup>227/</sup> Intrado’s revisions are consistent with the FCC’s determination that if a particular method of interconnection is currently employed between two networks or has been used successfully in the past, a rebuttable presumption is created that such a method is technically feasible for substantially similar network architectures and ILECs bear the burden of demonstrating technical infeasibility.<sup>228/</sup> Intrado’s proposed language should be adopted.

### **AT&T Position**

AT&T’s position is unknown. Its proposed language would give it the unqualified right to impose charges on Intrado for so-called “non-standard” requests.

## **C. Inclusion of Appendices (General Terms and Conditions, Section 44)**

### **Issue Presented**

Whether the Parties’ interconnection agreement should reference applicable law rather than incorporate certain AT&T proposed appendices.

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<sup>226/</sup> AT&T 13-State Agreement, Appendix Physical Collocation § 2.22 (Attachment 11).

<sup>227/</sup> Intrado Proposed Interconnection Agreement, Appendix Physical Collocation § 2.22 (Attachment 1).

<sup>228/</sup> *Local Competition Order* ¶ 554.

### **Intrado Position**

AT&T's proposed language incorporates by reference various appendices setting forth the terms and conditions for AT&T's obligations under the law.<sup>229/</sup> Rather than reference and incorporate unnecessary appendices, Intrado has proposed language that would require AT&T to provide certain services such as local number portability and access to rights-of-way pursuant to applicable law.<sup>230/</sup> Recitation of legal requirements "in an interconnection agreement is unnecessary to ensure a carrier's rights or make clear a carrier's obligations" and adds no value to the agreement.<sup>231/</sup> Thus, Intrado's proposed language referencing applicable law should be adopted.

### **AT&T Position**

AT&T's position is unknown. Its proposed language references various appendices for its obligations under the law rather than simply referencing applicable law.

#### **D. Services AT&T Is Required to Provide (General Terms and Conditions, Section 2.14)**

### **Issue Presented**

Whether the term "Interconnection" should be included in the listing of services AT&T is required to provide to Intrado.

### **Intrado Position**

AT&T's proposed language lists the types of services it is required to provide to Intrado (such as UNEs, Collocation, and Resale), but excludes Interconnection.<sup>232/</sup> Intrado has revised

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<sup>229/</sup> AT&T 13-State Agreement, General Terms and Conditions § 44 (Attachment 11).

<sup>230/</sup> Intrado Proposed Interconnection Agreement, General Terms and Conditions § 44 (Attachment 1).

<sup>231/</sup> *Virginia Arbitration Order* ¶ 33.

<sup>232/</sup> AT&T 13-State Agreement, General Terms and Conditions § 2.14 (Attachment 11).

AT&T's proposed language to include Interconnection as one of the services AT&T is required to provide to Intrado pursuant to 251(c)(2).<sup>233/</sup> Intrado's proposed language should be adopted.

### **AT&T Position**

AT&T's position is unknown. Its proposed language included all other services but Interconnection.<sup>234/</sup>

## **E. Capitalization and Consistency of Definitions (Various Appendices, Various Sections)**

### **Issue Presented**

Whether certain terms of the interconnection agreement should be capitalized and used consistently throughout the agreement.

### **Intrado Position**

The interconnection agreement defines the terms "Party," "Parties," "Interconnection," and "End User," but does not consistently capitalize those terms throughout the agreement. To the extent a term has been defined, it should be capitalized throughout the agreement in recognition that it is a specifically defined term. Intrado has proposed revised language to accomplish this.<sup>235/</sup>

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<sup>233/</sup> Intrado Proposed Interconnection Agreement, General Terms and Conditions § 2.14 (Attachment 1); *see also* 47 U.S.C. § 251(c)(2).

<sup>234/</sup> AT&T 13-State Agreement, General Terms and Conditions § 2.14 (Attachment 11).

<sup>235/</sup> Intrado Proposed Interconnection Agreement, General Terms and Conditions, Appendix Coordinated Hot Cut, Appendix Physical Collocation, Appendix Virtual Collocation, Appendix Direct, Appendix Directory Listing, Appendix 911, Appendix Interconnection Trunking Requirements ("ITR"), Appendix Network Interconnection Methods ("NIM"), Appendix Operations Support Systems - Resale and UNE, Appendix Operator Services and Directory Assistance, Appendix Out of Exchange Traffic, Appendix Intercarrier Compensation, Appendix Recording, Appendix Lawful UNEs, Appendix White Pages, Appendix Non-Intercompany Settlement, Appendix Pricing (Ohio), Appendix Performance Measures (Attachment 1).

**AT&T Position**

AT&T's position is unknown. It appears AT&T sought to define some terms, but did not capitalize those terms throughout the document.

## CONCLUSION

For the foregoing reasons, Intrado respectfully requests that the Commission arbitrate the outstanding issues identified herein and adopt Intrado's proposed language set forth in Attachment 1.

Respectfully submitted,

**INTRADO COMMUNICATIONS INC.**

**FLOYD R. SELF**

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Its Attorneys

Dated: December 21, 2007



**CERTIFICATE OF SERVICE**

I, Angela F. Collins, certify that on this 21st day of December 2007, I served an original and two (2) copies of the **CONFIDENTIAL VERSION** and an original and fifteen (15) additional copies of the **PUBLIC VERSION** of Intrado Communications Inc.'s Petition for Arbitration, via Federal Express, on the Florida Public Service Commission and one (1)

**CONFIDENTIAL VERSION** on each of the following:

Karon Ferguson  
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**Via Federal Express and Electronic Mail (public version without attachments)**

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**Via Federal Express and Electronic Mail (public version without attachments)**

  
\_\_\_\_\_  
Angela F. Collins

**LIST OF ATTACHMENTS**

No.	BRIEF DESCRIPTION
1.	<b><u>CONFIDENTIAL</u></b> - Intrado Proposed Interconnection Agreement
2.	<b><u>CONFIDENTIAL</u></b> - Matrix Summary of Parties' Positions
3.	<b><u>CONFIDENTIAL</u></b> - Letter from Karon Ferguson, AT&T, to Thomas Hicks (Oct. 23, 2007)
4.	<b><u>CONFIDENTIAL</u></b> - Information Exchange Agreement by and between AT&T-22STATE and Intrado Communications Inc. ("251/252 NDA")
5.	<b><u>CONFIDENTIAL</u></b> - Information Exchange Agreement by and between AT&T-22STATE and Intrado Communications Inc. ("Commercial Mutual NDA")
6.	<b><u>CONFIDENTIAL</u></b> - Letter from Thomas Hicks, Intrado, to AT&T Contract Management (May 18, 2007)
7.	<b><u>CONFIDENTIAL</u></b> - Email correspondence from Michael Cansler, AT&T, to Thomas Hicks, Intrado (June 21, 2007); Email correspondence from Thomas Hicks, Intrado, to Michael Cansler, AT&T (June 26, 2007)
8.	<b><u>CONFIDENTIAL</u></b> - Email correspondence from Thomas Hicks, Intrado, to Michael Cansler, AT&T (July 17, 2007)
9.	<b><u>CONFIDENTIAL</u></b> - Letter from Eddie Reed, AT&T, to Colleen Lockett, Intrado and accompanying attachments (July 10, 2007)
10.	<b><u>CONFIDENTIAL</u></b> - Facsimile correspondence from Intrado to Eddie Reed, AT&T and accompanying attachments (July 27, 2007)
11.	<b><u>CONFIDENTIAL</u></b> - Email correspondence from Karla Minnick, AT&T, to Colleen Lockett, Intrado (Aug. 2, 2007), <i>attaching</i> AT&T 13-state template agreement ("AT&T 13-State Agreement")
12.	<b><u>CONFIDENTIAL</u></b> - Email correspondence from Karon Ferguson, AT&T, to Colleen Lockett, Intrado (Aug. 30, 2007), <i>attaching</i> AT&T 9-state template agreement ("AT&T 9-State Agreement")
13.	<b><u>CONFIDENTIAL</u></b> - Email correspondence from Colleen Lockett, Intrado, to Rebecca Ballesteros, Thomas Hicks, and Cindy Clugy, Intrado (Aug. 30, 2007)
14.	<b><u>CONFIDENTIAL</u></b> - Email correspondence from Thomas Hicks, Intrado, to Karon Ferguson, AT&T (Aug. 27, 2007), <i>attaching</i> Intrado network diagram; Email correspondence from Karon Ferguson, AT&T, to Thomas Hicks, Intrado (Aug. 28, 2007)

**LIST OF ATTACHMENTS**

15.	<b><u>CONFIDENTIAL</u></b> - Email correspondence from Karon Ferguson, AT&T, to Thomas Hicks, Intrado (Sept. 19, 2007), <i>attaching</i> AT&T September 19 Letter
16.	<b><u>CONFIDENTIAL</u></b> - Letter from Eddie Reed, AT&T, to Thomas Hicks, Intrado (Sept. 19, 2007)
17.	<b><u>CONFIDENTIAL</u></b> - Email correspondence from Thomas Hicks, Intrado, to Karon Ferguson, AT&T (Sept. 23, 2007), <i>attaching</i> Letter from Thomas Hicks, Intrado, to Eddie Reed, AT&T (Sept. 23, 2007) and arbitration awards from Illinois and California
18.	<b><u>CONFIDENTIAL</u></b> - Email correspondence from Karon Ferguson, AT&T, to Thomas Hicks, Intrado (Sept. 24, 2007); Email correspondence from Thomas Hicks, Intrado, to Karon Ferguson, AT&T (Sept. 25, 2007); Email correspondence from Karon Ferguson, AT&T, to Thomas Hicks, Intrado (Sept. 25, 2007); Email correspondence from Karon Ferguson, AT&T, to Thomas Hicks, Intrado (Sept. 27, 2007); Email correspondence from Thomas Hicks, Intrado, to Karon Ferguson, AT&T (Sept. 27, 2007)
19.	<b><u>CONFIDENTIAL</u></b> - Email correspondence from Karon Ferguson, AT&T, to Thomas Hicks, Intrado (Oct. 4, 2007), <i>attaching</i> Letter from Eddie Reed, AT&T, to Thomas Hicks, Intrado (Oct. 4, 2007)
20.	<b><u>CONFIDENTIAL</u></b> - Email correspondence from Thomas Hicks, Intrado, to Karon Ferguson, AT&T (Oct. 8, 2007)
21.	<b><u>CONFIDENTIAL</u></b> - Email correspondence from Thomas Hicks, Intrado, to Karon Ferguson, AT&T (Oct. 11, 2007), <i>attaching</i> Intrado October 11 Draft
22.	<b><u>CONFIDENTIAL</u></b> - Email correspondence from Thomas Hicks, Intrado, to Karon Ferguson, AT&T (Dec. 18, 2007), <i>attaching</i> Intrado Proposed Interconnection Agreement
23.	<b><u>CONFIDENTIAL</u></b> - Email correspondence from Karon Ferguson, AT&T, to Thomas Hicks, Intrado (Dec. 13, 2007), <i>attaching</i> AT&T December 13 Draft
24.	<b><u>CONFIDENTIAL</u></b> - Email correspondence from Karon Ferguson, AT&T, to Rebecca Ballesteros, Intrado (Oct. 23, 2007), <i>attaching</i> draft extension letter; Email correspondence from Thomas Hicks, Intrado, to Karon Ferguson, AT&T (Oct. 23, 2007); Email correspondence from Karon Ferguson, AT&T, to Thomas Hicks, Intrado (Oct. 23, 2007)