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**BEFORE THE  
FLORIDA PUBLIC SERVICE COMMISSION**

**Docket No. 070736-TP**

**Petition of Intrado Communications Inc. Pursuant to Section 252(b) of the  
Communications Act of 1934, as amended, to Establish an Interconnection  
Agreement with BellSouth Telecommunications, Inc., d/b/a AT&T Florida**

**DIRECT TESTIMONY OF THOMAS W. HICKS**

**April 21, 2008**

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

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

**Q: PLEASE DESCRIBE YOUR RESPONSIBILITIES FOR INTRADO  
COMM.**

**A:** I am responsible for Intrado Comm’s carrier relations with incumbent local exchange carriers (“ILECs”), such as BellSouth Telecommunications, Inc. d/b/a AT&T Florida (“AT&T”), CLECs, wireless providers, and Voice over Internet Protocol (“VoIP”) providers.

1 **Q: PLEASE SUMMARIZE YOUR EDUCATIONAL BACKGROUND AND**  
2 **PROFESSIONAL EXPERIENCE.**

3 **A:** I joined Intrado Comm in 2004. Prior to that, I worked for Verizon in various  
4 technical and managerial positions for 33 years. For over 10 years at Verizon,  
5 I was responsible for administration and engineering support of 911 network  
6 and data services nationwide. In my final three years at Verizon as a Senior  
7 Engineer, I coordinated the company's FCC-required wireless Phase I and  
8 Phase II implementations across the country, which required wireless carriers  
9 to provide public safety answering points ("PSAPs") with caller location  
10 information and call back numbers. I received a "President's Award" for  
11 leading Verizon's (formerly GTE's) reengineering team in replacing and  
12 updating its nationwide 911 systems. My work experience also includes  
13 project management at Sonus (formerly Telecom Technologies, Inc.) for  
14 softswitch media gateway development. I attended Indiana University –  
15 Purdue University in Fort Wayne, Indiana. I hold an Associate's Degree in  
16 GTE Telops. I am certified as a National Emergency Numbering Association  
17 ("NENA") Emergency Number Professional ("ENP"). During my career, I  
18 have served on several industry standards bodies for 911, including  
19 participating in the Alliance for Telecommunications Industries Solutions  
20 ("ATIS") Emergency Service Interconnection Forum ("ESF") public safety  
21 communications standards development efforts since 1999. I am a recipient  
22 of the NENA Lifetime Membership Award for contributing to and leading  
23 industry and association efforts that led to the creation of FCC Docket 94-102

1 (wireless E911 order). I continue active participation on behalf of Intrado  
2 Comm in the following forums:

- 3 • Currently leading the ATIS-ESIF Emergency Call and Data Routing  
4 subcommittee focused on the development of network interoperability  
5 and technology integration standards related to emergency call and  
6 data routing components;
- 7 • Active participant and 911 subject matter expert (“SME”) for the  
8 North American Numbering Council (“NANC”) Pseudo-ANI  
9 (“pANI”) Issues Management Group for development of pANI  
10 Administration Guidelines (document recently approved by the FCC);  
11 and
- 12 • Active participant in NENA Operations Development Committee  
13 (“ODC”) and in numerous NENA working committees (e.g., Next Gen  
14 911, Default Route Working Group, etc.).

15 My past participation before industries standards bodies also includes:

- 16 • Participated in European Telecommunications Standards Institute’s  
17 Emergency Telecommunications (“EMTEL”) to establish European  
18 standards for emergency communications to parallel United States  
19 standards; and
- 20 • Established and led the NENA technical standards organization.

21 **Q: HAVE YOU PREVIOUSLY TESTIFIED BEFORE THE FLORIDA**  
22 **PUBLIC SERVICE COMMISSION?**

23 **A:** No.

1 **Q: WHAT IS YOUR ROLE IN INTRADO COMM'S**  
2 **INTERCONNECTION NEGOTIATIONS WITH AT&T?**

3 **A:** In May 2007, I initiated the request for interconnection with AT&T for each  
4 state in its 22-state operating territory, including Florida. I led the Intrado  
5 Comm negotiations team in its review of the AT&T template, in responding to  
6 AT&T's requests for additional information, and on negotiation calls with the  
7 AT&T negotiation team. I have identified the services needed from AT&T to  
8 serve Intrado Comm's customers, including our public safety customers. I  
9 have assisted with drafting Intrado Comm's proposed agreement language and  
10 ensuring that Intrado Comm's language is consistent with industry standards.  
11 I am familiar with the unresolved issues between the Parties.

12 **Q: WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

13 **A:** The purpose of my testimony is to explain Intrado Comm's position on the  
14 following unresolved issues: Issue 1(a), (b), and (d); Issue 3(a) and (b); Issue  
15 4(a), (b), and (c); Issue 5(a) and (b); Issue 6; Issue 7(a); Issue 8(a) and (b);  
16 Issue 29(a) and (b); Issue 33; and Issue 34(a) and (b).

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

19 **Q: PLEASE EXPLAIN INTRADO COMM'S 911 SERVICE OFFERING**  
20 **FOR WHICH INTRADO COMM SEEKS INTERCONNECTION**  
21 **FROM AT&T.**

22 **A:** The Intrado Intelligent Emergency Network® is a competitive next generation  
23 911 network that permits Intrado Comm to provide 911 emergency call

1 delivery and management services for both voice and data through the  
2 automatic retrieval and delivery of information directly to PSAPs and other  
3 government agencies. The Intrado Comm 911 service will provide resolutions  
4 to emergency situations more efficiently while enabling PSAPs to send  
5 information to other PSAPs even when they are not in the same jurisdiction.  
6 Intrado Comm's network is designed to interoperate with existing legacy  
7 PSAP equipment, but avails much more capability once the PSAP migrates to  
8 newer technologies, such as Internet Protocol ("IP"). A diagram illustrating  
9 Intrado Comm's Intelligent Emergency Network® and next generation IP-  
10 based network architecture is set forth in Exhibit No. \_\_\_ (Hicks,  
11 Direct Exhibit TH-1).

12 **Q: ARE THERE DIFFERENCES BETWEEN INTRADO COMM'S NEXT**  
13 **GENERATION 911 NETWORK AND AT&T'S LEGACY 911**  
14 **NETWORK?**

15 **A:** Yes. For example, AT&T's reliance on ten (10) separate 911 selective routers  
16 in Florida without full interoperability between all of them limits the  
17 capability of PSAPs to provide statewide support for backup, overflow or  
18 disaster recovery situations caused by major catastrophes or call center  
19 evacuation events. In addition, PSAPs currently have limited ability to  
20 transfer calls with the caller's number and location information across and  
21 between all selective routing boundaries established by AT&T. Intrado  
22 Comm's network, as I have explained above, provides PSAPs a migration  
23 path to next generation technology and services that will provide public safety

1 with more comprehensive and robust call transfer capabilities than that  
2 currently afforded by the legacy 911 environment.

3 **Q: WHY IS INTRADO COMM SEEKING INTERCONNECTION WITH**  
4 **AT&T?**

5 **A:** Historically, local exchange services, and 911 services in particular, have been  
6 regulated as monopoly services provided by incumbents. Today, new entrants  
7 to the market are offering consumers and public safety agencies a competitive  
8 alternative to ILEC service offerings. E911 essentially consists of three  
9 integrated components that are necessary for the routing and transmission of  
10 an E911 call. The first part of an E911 system is the switching element and  
11 consists of the selective router or 911 tandem and the associated call routing  
12 database. When callers dial “911,” the local serving originating office  
13 translates the dialed digits and transmits the call to the selective router which  
14 queries the selective routing database (“SRDB”) and terminates the  
15 emergency call to the appropriate PSAP. The second part consists of the  
16 database system that retains the Automatic Location Information (“ALI”)  
17 record. Once the call is received by the PSAP, the Automatic Number  
18 Information (“ANI”) presented on the call is used to make an automatic query  
19 to an ALI database for the caller’s location and other information necessary to  
20 respond to an emergency call. The ALI containing the caller location  
21 information is passed from the ALI database system to the PSAP for display.  
22 Third, is the 911 network facility transport infrastructure between the PSAP  
23 and the selective router (usually in the form of dedicated trunks) and between

1 the PSAP and the ALI database (typically provided over a dedicated data  
2 circuit). With Intrado Comm's Intelligent Emergency Network®, both voice  
3 and data are provided over the same circuit/path. The 911 network is  
4 interconnected to the public switched telephone network ("PSTN"). This is  
5 evident by the call originator's ability to access 911 services by dialing the  
6 digits "9-1-1" via the caller's originating office, which is part of the PSTN  
7 having dedicated connections to deliver voice and ANI to the 911 network.  
8 Each of the three functions described above are inexplicably intertwined so  
9 that one would be useless without the other. Attempting to segment any of the  
10 functions from the others would significantly diminish the viability and  
11 reliability of 911 services. This is illustrated by the diagram contained in  
12 Exhibit No. \_\_\_\_ (Hicks, Direct Exhibit TH-4).

13 **Q: DOES AT&T PROVIDE ALL OF THE FUNCTIONS NECESSARY**  
14 **FOR THE TRANSMISSION OF A 911 CALL FOR ITS PSAP**  
15 **CUSTOMERS?**

16 **A.** Yes. AT&T contracts with PSAPs to provide access to 911 services for itself,  
17 for its affiliates, and for CLECs, wireless carriers, and other service providers.  
18 Indeed, in other parts of its service territory AT&T acts as the selective  
19 routing provider for other ILECs. A simplified illustration of a legacy 911  
20 network arrangement typically employed by most ILECs today is found in  
21 Exhibit No. \_\_\_\_ (Hicks, Direct Exhibit TH-2).

1 **Q. PLEASE EXPLAIN HOW THE FIRST COMPONENT OF 911**  
2 **SERVICES - THE SELECTIVE ROUTER - IS PROVIDED WHEN**  
3 **THERE ARE MULTIPLE SUPPLIERS.**

4 **A.** It is highly common to have multiple providers of 911 selective routing  
5 services within the same state; however, they generally serve discrete and  
6 separate geographical areas which closely align with the franchise territory of  
7 the ILEC providing the service. There is a need for interconnection  
8 arrangements to be made among selective routing providers to accommodate,  
9 for example, wireless call transfers because wireless call routing  
10 determination is based on cell site/sector boundaries that do not track  
11 jurisdictional, geographical or rate center boundaries relied upon by wireline  
12 carriers for identifying serving areas. Such interconnection is also useful  
13 when a 911 call is misrouted and needs to be transferred to a PSAP served by  
14 another selective routing provider. As an example, Verizon and AT&T  
15 selective routers are interconnected throughout California to enable the  
16 transfer of wireless 911 calls among their respective selective routers because  
17 the selective routers are typically arranged to perform selective routing only  
18 for their own originating office subscribers. Such functionality is possible  
19 through the cooperative efforts and trunk translation table maintenance of the  
20 respective selective router providers (*e.g.*, AT&T and Verizon) to  
21 accommodate the use and transmission of predefined routing numbers to the  
22 terminating selective router, as well as the caller's number over SS7  
23 connections installed between the selective routers. Such arrangements and



1 interconnection among selective routers may also be employed where the  
2 alternate route or backup route involves a PSAP that is served by a different  
3 selective router provider than that of the primary PSAP. This is illustrated in  
4 Exhibit No. \_\_\_\_ (Hicks, Direct Exhibit TH-3).

5 **Q. PLEASE EXPLAIN HOW THE SECOND COMPONENT OF 911**  
6 **SERVICES - THE AUTOMATIC LOCATION IDENTIFICATION**  
7 **(“ALI”) SYSTEM - IS PROVISIONED WHERE THERE ARE**  
8 **MULTIPLE PROVIDERS.**

9 **A:** It is possible to have the ALI provider be an entirely different entity from that  
10 of the selective router provider. Through cooperative efforts of the ALI and  
11 selective routing provider, selective router database (“SRDB”) updates from  
12 the ALI provider can be loaded into the SRDB of the selective routing system  
13 should this selective routing system be provided by another 911 service  
14 provider. An ALI provider that provides ALI information to a PSAP can  
15 simultaneously generate necessary information to be loaded into the SRDB,  
16 such as the ANI or pseudo-ANI with ESN call routing data. Although most  
17 ALI providers are capable of creating recent change files in the format  
18 required for direct entry into an onboard switch (*e.g.*, Nortel DMS or CML  
19 SRDB) or for direct outboard access by a Lucent 5ESS selective router, ILEC  
20 selective router providers typically prefer to receive such updates and generate  
21 the necessary SRDB translations themselves and offer this service as a  
22 bundled service to the PSAPs. As an example, if Intrado Comm was  
23 providing ALI services to a PSAP in Florida and AT&T was providing

1 selective routing, Intrado Comm would generate update files during ALI  
2 processing and directly update or pass the update file to AT&T that would, in  
3 turn, update its E911 selective router onboard SRDB. In those instances  
4 where a portion of the users of a specific switching system are served by  
5 multiple 911 service providers, multiple options exist for segregating and/or  
6 processing the Service Order Information (“SOI”) data for ALI processing.  
7 One method might be for the SOI provider to segregate SOI data based upon  
8 the tax rate area designated for each user during service activation. Service  
9 order collection vehicles typically store tax authority attributes in the internal  
10 systems they use for 911 data extraction purposes. Such attributes are  
11 typically referred to as a TAR or TXD code, and are commonly used to  
12 determine and satisfy county fee collection and remittance obligations for  
13 each taxing authority. By creating separate and distinct SOI files based upon  
14 the tax rate area assigned to each telephone number during the order collection  
15 process, the appropriate SOI data can be passed to the appropriate ALI  
16 provider for all taxing areas for which they have responsibility and ALI  
17 processing may occur. A second option may be for SOI data extracts  
18 associated with those switching systems served by multiple ALI providers to  
19 be passed in its entirety to each ALI provider, and each ALI provider would  
20 be accountable to maintain appropriate Master Street Address Guide  
21 (“MSAG”) processes that result in only in-area SOI being loaded into their  
22 respective ALI system. A third and unreasonably costly option would be to  
23 require the PSAP to continue to subscribe to a “bundled” ILEC offering that

1 forces a PSAP to continue to subscribe to ILEC-provided ALI services to  
2 enable the selective routing component, even though the PSAP may prefer to  
3 use an alternative provider for ALI service. Intrado Comm's Intelligent  
4 Emergency Network® and services are compatible with any of the options  
5 detailed for these multiple ALI provider options.

6 **Q: PLEASE EXPLAIN HOW THE THIRD COMPONENT OF 911**  
7 **SERVICES - THE 911 NETWORK FACILITY INFRASTRUCTURE -**  
8 **IS PROVISIONED WHERE THERE ARE MULTIPLE PROVIDERS.**

9 **A.** Last mile connectivity is typically owned and provided by the serving ILECs,  
10 *i.e.*, connectivity directly to the resident or business (*e.g.*, PSAP) premises.  
11 Opportunities for reducing facility transport costs or improving facility  
12 transport quality therefore have been limited for public safety. Intrado  
13 Comm's Intelligent Emergency Network® and competitive 911 services will  
14 utilize technologies and transport facility arrangements that promote service  
15 quality and reliability, while employing state-of-art IP technologies and  
16 protocols that will enable more efficient use of facility transport architecture.

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

20 **Q: WHY IS INTERCONNECTION NECESSARY FOR INTRADO COMM**  
21 **TO PROVIDE ITS COMPETITIVE SERVICES?**

22 **A:** In order to provide local exchange services, which includes the aggregation,  
23 transport, and database management services essential for the provision of 911

1 services to PSAPs, Intrado Comm must interconnect its network with the  
2 incumbent providers that have connections with and provide services to  
3 PSAPs and other end users. Interconnection, at a minimum, will allow  
4 AT&T's end users to reach Intrado Comm's end users and vice versa. In the  
5 emergency services context, interconnection will permit the 911 call,  
6 including the caller's information, to reach the appropriate PSAP. As the 911  
7 and E911 provider designated by a governmental authority, Intrado Comm  
8 routes, transmits, and transports 911 and emergency call traffic from end users  
9 of wireline, wireless, VoIP, and telematics service providers to the appropriate  
10 PSAP. The method of transmission of the 911 and emergency call traffic to  
11 Intrado Comm's network is transparent to the PSAP. All necessary TDM  
12 signaling to IP protocol conversion functions and special applications  
13 necessary to transport 911 calls and information to the PSAP are made within  
14 Intrado Comm's network.

15 **Q: WHY IS SECTION 251(C) INTERCONNECTION APPROPRIATE**  
16 **FOR THE SERVICES INTRADO COMM SEEKS TO OFFER?**

17 **A:** As a CLEC, interconnection pursuant to Section 251(c) of the  
18 Communications Act of 1934, as amended ("Act"), is the only way to address  
19 the uneven bargaining power that exists between competitors and monopoly  
20 incumbents, such as Intrado Comm and AT&T. AT&T's insistence that the  
21 Parties seek a "commercial agreement" for some of the interconnection  
22 arrangements requested by Intrado Comm is another barrier to entry that  
23 AT&T is wielding to stall Intrado Comm's entry into the Florida market. The

1 interconnection arrangements Intrado Comm needs to provide its PSAP  
2 customers service fall squarely within the category of arrangements eligible to  
3 be obtained from AT&T via the Section 251(c) process and for which that  
4 process was adopted and implemented.

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

6 **Q: SHOULD AT&T BE PERMITTED TO IMPOSE RATES ON INTRADO**  
7 **COMM THAT ARE INCONSISTENT WITH THE PROCESS**  
8 **ESTBLISHED BY SECTIONS 251 AND 252?**

9 **A:** No. Any rates AT&T intends to charge for interconnection facilities and  
10 UNEs should be developed pursuant to the 251/252 process. Rates for  
11 interconnection under 251/252 are to be developed pursuant to a specifically  
12 defined process to ensure charges between competing carriers foster the  
13 successful development of competition, which Congress and the FCC  
14 recognized would not happen under a commercial arrangement due to the  
15 uneven bargaining power of the CLEC. AT&T's proposed language would  
16 allow AT&T to arbitrarily develop rates and post those rates on its website.  
17 AT&T's language would also impose unspecified tariff charges on Intrado  
18 Comm. Any rates to be imposed on Intrado Comm must be developed  
19 pursuant to the process established by Sections 251 and 252, and must be set  
20 forth in the interconnection agreement.

21 **Q: SHOULD THE TERMS AND CONDITIONS GOVERNING THE**  
22 **APPLICATION OF RATES AND CHARGES BE RECIPROCAL?**

1    **A:**    Yes, to the extent applicable, the terms and conditions governing the  
2            application of rates and charges should apply equally to both Parties and give  
3            both Parties reciprocal rights and obligations.

4    *Issue 3(a):    What trunking and traffic routing arrangements should be used for*  
5    *the exchange of traffic when Intrado Comm is the designated 911/E911 Service*  
6    *Provider?*

7    *Issue 3(b):    What trunking and traffic routing arrangements should be used for*  
8    *the exchange of traffic when AT&T is the designated 911/E911 Service Provider?*

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

13   **A:**    Intrado Comm believes the optimal way for carriers to route their traffic to the  
14            appropriate 911 provider is to establish direct and redundant trunk  
15            configurations from ILEC originating offices to multiple, diverse 911 network  
16            access points. This would require the carrier to sort their calls at the  
17            originating switch, and deliver the calls to the appropriate 911 routing system  
18            over diverse and redundant facilities. This trunk and transport configuration  
19            minimizes the switching points, which reduces the potential for failure arising  
20            from the introduction of additional switching points into the call delivery  
21            process. Also, should one path be unable to complete the call, the presence of  
22            an alternative diverse facility greatly enhances the ability for the emergency  
23            call to be delivered to the PSAP. Furthermore, Intrado Comm supports a

1           redundant architecture by establishing up to 3 diverse points for the carrier to  
2           interconnect to Intrado Comm's network. Such a network arrangement is  
3           illustrated in Exhibit No. \_\_\_\_ (Hicks, Direct Exhibit TH-5).

4   **Q:   IS THIS HOW CARRIERS INTERCONNECT TO THE EXISTING**  
5   **ILEC 911 NETWORKS TODAY?**

6   **A;**   Today, CLECs are required by the ILECs to directly interconnect to the  
7           appropriate 911 router and deliver only 911 traffic from callers in the areas  
8           served by the PSAPs using a specific selective router. Also, there is generally  
9           only one selective router, and the CLECs determine if they wish to  
10          interconnect using diverse facilities. In any event calls eventually arrive at a  
11          single termination point, the 911 selective router of the ILEC. There are  
12          instances where the ILEC 911 provider may provide mated and diverse  
13          routers as a level of 911 service to the PSAP. In such instances, most CLECs  
14          voluntarily connect to each geographically diverse and redundant selective  
15          router to ensure their end user customers have the most reliable access to  
16          emergency assistance. Lastly, should a carrier's switch have subscribers in  
17          calling scopes served by multiple selective routers, the CLEC must determine  
18          at the originating office level which subscriber 911 traffic will be routed over  
19          each trunk group to the appropriate 911 router. The CLEC undertakes the  
20          provisioning, sorting, transport and delivery of 911 traffic on their side of the  
21          point of interconnection with no expectation of cost recovery from the PSAPs.

22   **Q:   HAS AT&T OFFERED TO PROVIDE INTRADO COMM WITH**  
23   **INTERCONNECTION THAT IS AT LEAST EQUAL IN QUALITY TO**

1           **THAT PROVIDED TO ITSELF, AN AFFILIATE, OR OTHER**  
2           **CARRIERS?**

3   **A:**   No. AT&T has refused to permit Intrado Comm interconnection to its  
4           network that would permit Intrado Comm to enter the market and compete for  
5           PSAP consumers on a level playing field with AT&T. AT&T continues to  
6           believe that only AT&T can continue in its monopoly role of routing all of  
7           their end user 911 calls through its 911 selective routing system before  
8           delivering the calls to a competitive providers 911 selective routing system for  
9           termination to PSAPs located within AT&T's franchise territory in Florida. It  
10          is important to note that AT&T has permitted the same type of interconnection  
11          that Intrado Comm is requesting with other ILECs for the provision of 911  
12          services. It is my understanding that the FCC has said that an ILEC's  
13          interconnection arrangement with another ILEC is evidence that a particular  
14          interconnection arrangement is technically feasible. Intrado Comm is seeking  
15          the same types of arrangements that AT&T utilizes for interconnection with  
16          other providers of 911 services and for itself.

17   **Q:**   **DOES AT&T PROPOSE TO INTERCONNECT IN THE SAME**  
18          **MANNER AS OTHER CLECS WHEN INTRADO COMM, NOT**  
19          **AT&T, IS THE DESIGNATED 911 PROVIDER?**

20   **A:**   No. AT&T has determined that it will use its embedded 911 infrastructure to  
21          perform a call sorting function for 911 calls coming from their subscribers  
22          served by their originating offices. Furthermore, AT&T indicates it will  
23          transport this aggregated originating office traffic over a single common trunk



1 group to Intrado Comm. Such a network arrangement is illustrated in Exhibit  
2 No. \_\_\_\_ (Hicks, Direct Exhibit TH-6).

3 **Q: PLEASE EXPLAIN WHY THIS HAS A POSSIBLE NEGATIVE**  
4 **EFFECT ON PUBLIC SAFETY.**

5 **A:** The unnecessary switching of AT&T originating office traffic through the  
6 AT&T selective router introduces another potential point of failure in the 911  
7 call path. Intrado Comm understands the preference of AT&T to use its 911  
8 selective routing infrastructure to sort traffic from originating offices that may  
9 have subscribers served by differing 911 service providers, however using its  
10 911 selective routing infrastructure to sort the calls and placing such calls on a  
11 single common trunk group creates numerous parity issues and presents  
12 operational risks for those AT&T subscribers served by another 911 selective  
13 router provider. In this situation, the competitive 911 service providers  
14 overall reliability and 911 integrity remains subject to the effectiveness and  
15 efficiency of the ILEC. Further, the manner in which the ILEC wishes to  
16 deliver its subscribers calls is inconsistent with the NENA recommendations  
17 relating to default routing principles. The use of a common transport trunk  
18 group for all originating office traffic makes it impossible for a PSAP served  
19 by Intrado Comm to determine the carrier's originating office. Today's 911  
20 trunk configuration of a separate 911 trunk group for each originating office  
21 readily assists both AT&T and the PSAP in quickly troubleshooting 911  
22 service problems. Intrado Comm would be disadvantaged where AT&T uses  
23 its 911 selective routing infrastructure to sort the 911 calls and place calls

1 destined for Intrado Comm-served PSAPs on a single common trunk group  
2 Intelligent Emergency Network®.

3 **Q: WHAT DOES INTRADO COMM RECOMMEND AS A SOLUTION**  
4 **TO ADDRESS AT&T'S CALL SORTING AND TRANSPORT**  
5 **PREFERENCES WHILE RETAINING NETWORK INTEGRITY?**

6 **A:** The public interest in robust, accurate emergency service call completion is  
7 best served by diverse transport facilities and interconnection at  
8 geographically diverse points on the Intrado Comm network. Where it is  
9 technically infeasible for AT&T to sort its end users' 911 call traffic at the  
10 associated originating office and where an originating office serves customers  
11 both within and outside of Intrado Comm's network serving area, it is best for  
12 AT&T and Intrado Comm to work cooperatively with the affected  
13 governmental 911 authority to determine which 911 provider is best suited to  
14 sort the 911 traffic and hand-off calls to the other 911 provider as appropriate.  
15 Furthermore, any originating offices that do not require call sorting should be  
16 directly connected to the Intrado Comm Intelligent Emergency Network®.  
17 Lastly, AT&T should retain discrete trunk groups representing each  
18 originating office so that the government 911 authority may define appropriate  
19 default routing arrangements for each originating office. I understand that the  
20 FCC has found that interconnection and access requests shall be deemed  
21 technically feasible absent technical or operational concerns that prevent  
22 fulfillment of the request, and that the determination of technical feasibility  
23 does not include consideration of economic, accounting, billing, space, or site

1 concerns. It is technically feasible for AT&T to perform any required sorting  
2 of 911 traffic at the originating office when the originating office is a digital  
3 or analog electronic switching system. Call sorting via another stage of  
4 switching (*i.e.*, the AT&T selective router) is entirely unnecessary and only  
5 increases the risk of error into the E911 call processing system.

6 **Q: SHOULD AT&T BE PERMITTED TO RESTRICT THE TYPES OF**  
7 **TRAFFIC INTRADO COMM PROVIDES OVER INTRADO COMM'S**  
8 **FACILITIES WHEN INTRADO COMM USES A FIBER MEET TO**  
9 **CONNECT TO AT&T'S NETWORK FOR HAND-OFF OF 911**  
10 **TRAFFIC?**

11 **A:** No. When Intrado Comm connects to AT&T's network using a fiber meet to  
12 hand-off 911/E911 traffic to AT&T, Intrado Comm should be permitted to  
13 include 911 end office and inter-Selective Router trunk groups on the fiber  
14 meet facility. This is consistent with AT&T's own practices – it does not  
15 restrict fiber meet arrangements to a single type of traffic.

16 **Q: SHOULD AT&T'S APPENDIX OUT-OF-EXCHANGE APPLY TO**  
17 **911/E911 TRAFFIC AND INTER-SELECTIVE ROUTER TRAFFIC?**

18 **A:** No, the Out-of-Exchange Appendix should not apply to 911/E911 traffic or  
19 inter-selective router traffic. Intrado Comm has proposed language to clarify  
20 that the terms and conditions of that Appendix do not apply to those types of  
21 traffic.

22 **Q: SHOULD THE INTERCONNECTION AGREEMENT INCLUDE 911**  
23 **PROVISIONS FOR "DATA ONLY" PROVIDERS?**

1   **A:**   AT&T’s proposed language includes provisions governing AT&T’s exchange  
2           of 911 traffic with a “data only” provider. Intrado Comm is not a “data only”  
3           provider and thus the provisions are unnecessary to be included in the  
4           interconnection agreement.

5   **Q:    WHAT TERMS AND CONDITIONS SHOULD GOVERN THE**  
6           **PARTIES’ INTERCONNECTION ARRANGEMENTS AND**  
7           **PROCESSES WHEN AN E911 CUSTOMER HAS SPECIFIC SERVICE**  
8           **CONFIGURATIONS?**

9   **A:**   AT&T’s proposed language would require Intrado Comm to “document” the  
10          specifications and service configurations requested from Intrado Comm’s  
11          E911 Customer and provide that information to AT&T. Intrado Comm  
12          understands that certain information must be shared with AT&T to ensure  
13          reliable and efficient interconnection between the Parties’ networks. AT&T’s  
14          language, however, is too broad and would require Intrado Comm to share  
15          competitively sensitive information with AT&T. Such information is not  
16          necessary to effectuate the Parties’ interconnection relationship and could be  
17          used by AT&T in an anti-competitive manner.

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

21   **A:**   Use of the terminology “designated” is more appropriate in the  
22          interconnection agreement. The term “primary” implies that there is a  
23          “secondary” provider, which may not be the case. Moreover, the use of the

1 term “primary” may be confused with the use of the term “primary PSAP” as  
2 defined by the National Emergency Number Association (“NENA”), which  
3 refers to an entirely different concept.

4 **Issue 4:** *What terms and conditions should govern points of interconnection*  
5 *(POIs) when (a) Intrado Comm is the designated 911/E911 service provider; (b)*  
6 *AT&T is the designated 911/E911 service provider; and (c) Intrado Comm requests*  
7 *the use of a mid-span meet point?*

8 **Q:** **WHEN INTRADO COMM IS THE DESIGNATED PROVIDER OF**  
9 **911/E911 SERVICES IN A PARTICULAR JURISDICTION, WHAT**  
10 **INTERCONNECTION ARRANGEMENT DOES INTRADO COMM**  
11 **SEEK TO IMPLEMENT?**

12 **A:** Where Intrado Comm will serve as the designated 911/E911 service provider  
13 in a particular geographic area, AT&T may aggregate (mux) and/or transport  
14 its end users’ emergency calls destined for Intrado Comm’s PSAP customers  
15 to a minimum of two geographically diverse POIs on Intrado Comm’s  
16 network, which would be Intrado Comm’s selective router/access ports.  
17 Intrado Comm understands that AT&T either uses mid-span meet points with  
18 adjacent ILECs for the transport of 911/E911 traffic to the appropriate PSAP  
19 or transports traffic to the selective router of the 911/E911 provider. Intrado  
20 Comm seeks to mirror the type of interconnection arrangements that AT&T  
21 has used historically with other ILECs. Intrado Comm’s proposed language  
22 would permit AT&T to use any method to transport its traffic to Intrado  
23 Comm’s network while ensuring that AT&T does not engage in switching

1 prior to delivering its traffic to Intrado Comm's network. There should be  
2 only one stage of E911 switching after the originating office processes the  
3 call, which should be the selective router serving the PSAP in order to ensure  
4 the greatest degree of reliability.

5 **Q: PLEASE EXPLAIN WHY INTRADO COMM'S PROPOSAL FOR**  
6 **POINTS OF INTERCONNECTION WITH AT&T YIELDS THE MOST**  
7 **EFFICIENT AND COST-EFFECTIVE INTERCONNECTION**  
8 **ARRANGEMENT AND HOW IT IS CONSISTENT WITH INDUSTRY**  
9 **PRACTICES.**

10 **A:** The 911 network is connected to the PSTN for public safety purposes. While  
11 an arrangement in which the POI is on the incumbent's network may be the  
12 most efficient network architecture arrangement for the exchange of plain old  
13 telephone service ("POTS") traffic, 911 traffic has historically been handled  
14 in a different manner between adjacent ILECs. Intrado Comm is  
15 recommending that the Parties follow that method of physical interconnection  
16 in geographic areas in which Intrado Comm is the designated 911/E911  
17 service provider. Under this method, when Intrado Comm has been selected  
18 as the designated provider of 911/E911 services, AT&T's network must  
19 interconnect with Intrado Comm's network so customers of AT&T located in  
20 the geographic area served by Intrado Comm can complete emergency calls to  
21 the appropriate PSAP (*i.e.*, Intrado Comm's end user customer). Deviating  
22 from a traditional POI arrangement in those instances when Intrado Comm is  
23 serving the PSAP results in the most efficient and effective network

1 architecture and provides the highest degree of reliability for the provision of  
2 911 services. The ILECs have relied on this method of interconnection with  
3 adjacent ILECs or for themselves to aggregate and transport 911/E911 traffic  
4 to the appropriate PSAP serving a geographic area in which two ILECs are  
5 providing service. Intrado Comm simply seeks to mirror the type of  
6 interconnection arrangements that AT&T and other ILECs have determined to  
7 be the most efficient and effective for the termination of emergency calls. It is  
8 my understanding that the FCC has determined that any arrangements  
9 between neighboring ILECs for the mutual exchange of traffic are considered  
10 technically feasible arrangements for interconnection between CLECs and  
11 ILECs. Effective competition with AT&T and other ILECs requires  
12 interconnection on terms and conditions that are as favorable as the ILEC  
13 offers to neighboring ILECs or itself. There is no reason for 911/E911 calls to  
14 be delivered to any tandem other than the relevant selective router/911 tandem  
15 that is connected to the PSAP for the geographic area in which the 911/E911  
16 call was originated. Where AT&T serves as the selective routing provider it  
17 has routinely designated the location of its selective routing access ports as the  
18 POI for telecommunications entities seeking to gain access to the 911 services  
19 AT&T is providing to PSAPs.

20 **Q: WHEN AT&T IS THE DESIGNATED PROVIDER OF 911/E911**  
21 **SERVICES IN A PARTICULAR JURISDICTION, WHAT**  
22 **INTERCONNECTION ARRANGEMENT DOES INTRADO COMM**  
23 **SEEK TO IMPLEMENT?**

1    **A:**    In geographic areas in which AT&T has been designated as the 911/E911  
2            service provider, Intrado Comm seeks to establish a POI on AT&T's network  
3            for the termination of local exchange traffic and emergency calls originated by  
4            Intrado Comm's end users and destined for AT&T's network. This can be  
5            achieved by establishing a POI at AT&T's selective router/911 tandem or  
6            utilizing a mid-span meet point. The selective router/911 tandem or any mid-  
7            span meet point established by the Parties would be deemed to be on AT&T's  
8            network and would be a technically feasible point of interconnection. It is my  
9            understanding that AT&T bears the burden of demonstrating the technical  
10           infeasibility of a particular method of interconnection or access to the network  
11           at any individual point.

12    **Q:**    **PLEASE EXPLAIN HOW THE PARTIES WOULD IMPLEMENT A**  
13            **MID-SPAN MEET POINT ARRANGEMENT IF EITHER PARTY**  
14            **REQUESTED TO UTILIZE THAT METHOD OF**  
15            **INTERCONNECTION FOR NON-911 TRAFFIC.**

16    **A:**    If the Parties were to interconnect using a mid-span meet point, the Parties  
17            would negotiate a point at which one carrier's responsibility for service ends  
18            and the other carrier's begins and each Party would pay its portion of the costs  
19            to reach the mid-span meet point. It is my understanding that the FCC has  
20            determined that both the ILEC and the new entrant "gains value" from the use  
21            of a mid-span meet to exchange traffic and thus each Party to the arrangement  
22            should bear its portion of the economic costs of the arrangement. Each carrier  
23            is required to build to the mid-span meet point even if the ILEC is required to



1 build out facilities to reach that point. Intrado Comm's proposed language  
2 reflects these concepts.

3 **Q: WHAT OTHER METHOD OF INTERCONNECTION IS AVAILABLE**  
4 **TO INTRADO COMM FOR EXCHANGE OF NON-911 TRAFFIC?**

5 **A:** For non-911 traffic, Intrado Comm has the right to designate a single POI at  
6 any technically feasible location on AT&T's network. AT&T is not permitted  
7 to dictate the POIs that Intrado Comm may use to exchange traffic with  
8 AT&T. In addition, each carrier is required to bear the costs of delivering its  
9 originating traffic to the POI designated by the Intrado Comm. Intrado Comm  
10 is not required, for example, to establish a POI at every tandem in a LATA or  
11 every originating office connected to a tandem as AT&T's proposed language  
12 requires.

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

16 *Issue 5(b): Should specific terms and conditions be included in the ICA to*  
17 *support PSAP-to-PSAP call transfer with automatic location information ("ALI")?*  
18 *If so, what are the appropriate terms and conditions?*

19 **Q: WHY IS INTEROPERABILITY BETWEEN INTRADO COMM'S**  
20 **NETWORK AND AT&T'S NETWORK CRITICAL TO MEETING**  
21 **THE NEEDS OF CONSUMERS AND PUBLIC SAFETY?**

22 **A:** As in any competitive telecommunications market, interoperability between a  
23 competitor's network and the incumbent's is needed to ensure customers of

1 each Party can make and receive calls seamlessly. With respect to 911  
2 services, AT&T must ensure its network is interoperable with another  
3 carrier's network for the provision of 911 services. Interoperability ensures  
4 selective router-to-selective router call transfers may be performed in a  
5 manner that allows misdirected emergency calls to be transferred to the  
6 appropriate PSAP, irrespective of 911 service provider, while still retaining  
7 the critical caller location information associated with the call (*i.e.*, ALI).  
8 Interoperability using the capabilities inherent in each 911 service provider's  
9 selective router and ALI database system enables call transfers to occur with  
10 the ANI and ALI associated with the emergency call (*i.e.*, the information  
11 needed by the public safety agency to respond to the caller's emergency) to  
12 remain with the voice communication when a call is transferred from one 911  
13 service provider to the other. Failure to enable inter-selective router transfer  
14 capability requires PSAPs to transfer calls over the PSTN to a local exchange  
15 line at the PSAP, and the caller's ANI and ALI is lost. Sadly, although  
16 technically feasible, Florida's ILECs have chosen to deny Florida consumers  
17 and public safety agencies the ability for 911 transfers among their selective  
18 routers, as well as other benefits from interoperable networks. Establishment  
19 of inter-selective router trunking, as requested by Intrado Comm and  
20 discussed further in my testimony, will ensure that PSAPs are able to  
21 communicate seamlessly with each other and still receive the essential  
22 ANI/ALI information. In addition, misdirected 911 calls can be quickly and  
23 efficiently transferred to the appropriate PSAP. The interoperability currently

1 available on a limited basis between ILECs providing 911 services must be  
2 made available to Intrado Comm when it offers a competing 911 service  
3 product. Maintaining the same functionality available today is critical for  
4 ensuring that PSAPs receive the full benefits of competition – next generation  
5 911 services provided over IP-based technology – while continuing to receive  
6 the minimum service available today. Neither the Commission, nor Congress  
7 intended that the opening of markets to competition would result in less  
8 functionality. The Parties’ interconnection agreement should embrace  
9 interoperability and the Intrado Comm proposed language will ensure the  
10 public interest receives the benefits of interoperability.

11 **Q: ARE PROVISIONS FOR INTER-SELECTIVE ROUTING TRUNKS**  
12 **APPROPRIATE FOR THE INTERCONNECTION AGREEMENT?**

13 **A:** The interconnection agreement serves as the framework for the  
14 interconnection and interoperability of competing local exchange networks.  
15 911 is a local exchange network and end users (*i.e.*, PSAPs) of the 911  
16 network should be able to transfer 911 calls amongst themselves with full  
17 functionality; regardless of who is the designated 911 service provider for the  
18 911 caller. Much like any “traditional” telephone exchange service, a  
19 subscriber can place calls to other subscribers without regard to who is the  
20 service provider. PSAP subscribers are entitled to the same benefits in a  
21 competitive environment. The best way to effectuate such seamless  
22 interoperability is to include provisions requiring inter-selective router trunk  
23 groups in the interconnection agreement.

1    **Q:    IS A SEPARATE AGREEMENT NECESSARY TO IMPLEMENT**  
2    **INTER-SELECTIVE ROUTER ARRANGEMENTS?**

3    **A:**    While Intrado Comm agrees that E911 Customers and PSAPs should be  
4    involved and advised of the inter-tandem functionality that is being deployed  
5    between the Parties, Intrado Comm does not agree that formal written PSAP  
6    approval is necessary before the deployment of inter-selective router trunks.  
7    Each Party is responsible for its end user customers (*i.e.*, the E911 Customer  
8    or PSAP) and can provide any information it deems appropriate, but there is  
9    no need to include a provision in the interconnection agreement that requires  
10   the Parties to obtain approval from end users as a prerequisite to deploying  
11   inter-selective router trunking.

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

14   **A:**    Interoperability between 911 networks, such as that created by inter-selective  
15   router call transfers, could mean the difference between saving a life or  
16   property through the provision of voice and location data or an emergency  
17   response disaster. Inter-selective router trunking enables PSAPs to  
18   communicate with each other more effectively and expeditiously. Misdirected  
19   calls can be quickly and efficiently transferred to the appropriate PSAP and  
20   avail caller details that will improve public safety's ability to provide  
21   accelerated emergency response. Full interoperability allows the ANI and  
22   ALI associated with an emergency call (*i.e.*, the information needed by the  
23   public safety agency to respond to the caller's emergency) to remain with that

1 communication when it is transferred to the other selective router and/or  
2 PSAP. If the call is required to be re-routed over the PSTN, the caller's ANI  
3 and ALI is lost and the valuable information needed to assist emergency  
4 services personnel is unavailable. Maintaining the same functionality  
5 available today that ILECs provide with 911/E911 services is critical for  
6 ensuring PSAP end users continue to receive comparable service when  
7 switching to enhanced, next-generation 911/E911 service providers like  
8 Intrado Comm. These critical interconnections need to be geographically  
9 diverse and redundant where technically feasible. The public benefit of such  
10 diverse and redundant interconnections is also recognized by the FCC. It  
11 specifically has inquired whether such arrangements should require redundant  
12 trunks to each selective router and/or require that multiple selective routers be  
13 able to route calls to each PSAP.

14 **Q: PLEASE EXPLAIN INTRADO COMM'S PROPOSED LANGUAGE**  
15 **REGARDING TRUNKING REQUIREMENTS FOR INTER-**  
16 **SELECTIVE ROUTER TRANSFERS.**

17 **A:** Intrado Comm's proposed language indicates that the Parties will deploy  
18 inter-selective router trunking to enable call transfers between PSAPs  
19 subtending AT&T's selective routers and PSAPs subtending Intrado Comm's  
20 selective routers. Each Party must maintain grades of service quality on their  
21 inter-selective router trunks and in their networks in accordance with industry  
22 standards, and both Parties must ensure network designs support diversity,  
23 redundancy, and reliability in accordance with state or local 911 rules when

1           deploying inter-selective router trunking. AT&T's proposed language  
2           includes a limitation on inter-tandem switching, and Intrado Comm has  
3           revised that language to clarify that those terms and conditions do not apply to  
4           the inter-selective router transfer of 911/E911 calls. Intrado Comm also  
5           modified AT&T's language to indicate that certain additional documentation  
6           requirements of AT&T are not necessary from Intrado Comm for the  
7           establishment of inter-selective router trunking.

8   **Q:   PLEASE EXPLAIN INTRADO COMM'S PROPOSED LANGUAGE**  
9           **REGARDING UPGRADES IN THE NETWORK THAT MAY AFFECT**  
10           **INTER-SELECTIVE ROUTER TRANSFERS BETWEEN THE**  
11           **PARTIES.**

12   **A:**   Intrado Comm's proposed language requires AT&T to notify Intrado Comm if  
13           AT&T upgrades its selective routers or makes modifications that might affect  
14           inter-selective routing capabilities. As interconnected co-carriers, nearly any  
15           change made to AT&T's network could affect the efficiency and effectiveness  
16           of Intrado Comm's network. Even if AT&T's network changes do not  
17           directly affect Intrado Comm, Intrado Comm must be notified of those  
18           changes in order for Intrado Comm to determine whether new or additional  
19           network architecture arrangements should be deployed. Efficiency in the  
20           network benefits both Parties and public safety. In addition, to the extent  
21           AT&T's network modifications with respect to inter-selective router trunking  
22           enables improved call transfer functionality for Intrado Comm and its  
23           customers, AT&T should be required to provide notice to Intrado Comm of

1           that fact. Each Party should also be required to maintain appropriate updates  
2           and routing translations for 911/E911 services and call transfers.

3   **Q:   PLEASE EXPLAIN INTRADO COMM'S PROPOSED LANGUAGE**  
4           **WITH RESPECT TO DIAL PLANS AND INTER-SELECTIVE**  
5           **ROUTER TRUNKING.**

6   **A:**   Dial plans are used to determine to which PSAP emergency calls should be  
7           routed, based on the route number passed during the call transfer. Accurate  
8           and up-to-date dial plans are necessary to ensure proper routing of emergency  
9           call transfers is achieved and to avoid misdirected or dropped calls. Intrado  
10          Comm's proposed language requires each Party to alert the other Party when  
11          changes are made to dial plans that might affect call transfers, so emergency  
12          call transfers are assured to route to the appropriate PSAP. Intrado Comm  
13          understands that AT&T exchanges dial plan information with other providers  
14          of 911/E911 services and seeks the same information sharing arrangements  
15          AT&T provides to other similarly situated providers.

16   **Q:   WHY SHOULD INTRADO COMM'S PROPOSED LANGUAGE FOR**  
17          **INTER-SELECTIVE ROUTING TRUNKING BE ADOPTED?**

18   **A:**   AT&T has established inter-selective router trunking within its own network  
19          and with other providers of 911/E911 services. Intrado Comm is seeking the  
20          same types of architectural network arrangements that AT&T provides for its  
21          own PSAP customers, and performs for itself and other 911/E911 providers.  
22          AT&T performs inter-selective router transfers today in several states,  
23          including California and Texas. In its response to Intrado Comm's petition

1 for arbitration, AT&T claims that the types of inter-selective router transfers  
2 requested by Intrado Comm are only captured in “private agreements.” This  
3 is wrong. AT&T’s tariff in California, for example, indicates that AT&T  
4 California provides inter-selective router transfers for the benefit of its PSAP  
5 customers. AT&T’s California tariff defines this functionality as “9-1-1  
6 Tandem to 9-1-1 Tandem Transfer,” which provides the “ability to transfer a  
7 9-1-1 call from a PSAP served by one 9-1-1 Selective Router (a.k.a. Tandem)  
8 to a PSAP served by a different 9-1-1 Selective Router” (the 911 portion of  
9 AT&T’s California tariff is attached as Exhibit No. \_\_\_ (Hicks, Direct Exhibit  
10 TH-7)). Further, I understand that AT&T commonly performs inter-selective  
11 router call transfers between its own selective routers, as evidenced by the  
12 wireless call transfer arrangements in its Dallas, Texas area tandem switches  
13 (*i.e.*, Riverside/Addison tandems). AT&T should be required to implement  
14 inter-selective router transfers with Intrado Comm and other competitive 911  
15 providers so that Florida PSAPs choosing Intrado Comm as their designated  
16 911/E911 service provider may have the benefits of this interconnection  
17 similar to other states.

18 ***Issue 6: Should requirements be included in the ICA on a reciprocal basis***  
19 ***for: (1) trunking forecasting; (2) ordering; and (3) service grading? If not, what***  
20 ***are the appropriate requirements?***

21 **Q: PLEASE EXPLAIN INTRADO COMM’S PROPOSED LANGUAGE**  
22 **MAKING THE FORECASTING PROVISIONS OF THE**  
23 **AGREEMENT RECIPROCAL.**



1    **A:**    Intrado Comm has modified AT&T's proposed language to make the  
2           forecasting provisions reciprocal. In serving PSAPs, Intrado Comm must  
3           have some indication from AT&T as to how many trunks, including 911/E911  
4           trunks, will be required to support emergency calls between the Parties'  
5           networks. Forecasts will be integral to assuring that the Parties' networks  
6           meet industry standards for 911. Such forecasts are necessary to ensure  
7           emergency network resources and components are properly sized to  
8           accommodate both immediate and anticipated growth, without experiencing  
9           implementation delays. AT&T's language requires Intrado Comm to provide  
10          trunk forecasts to AT&T and there is no reason the obligation should not  
11          apply equally to both Parties.

12   **Q:**    **PLEASE EXPLAIN INTRADO COMM'S PROPOSED LANGUAGE**  
13           **REQUIRING THE PARTIES TO MAINTAIN CERTAIN GRADES OF**  
14           **SERVICE ON INTERCONNECTION TRUNKING.**

15   **A:**    Consistent with industry standards, Intrado Comm has added language to  
16           ensure the Parties will maintain a proper quantity of trunks and a grade of  
17           service consistent with industry standards.

18   **Q:**    **PLEASE EXPLAIN INTRADO COMM'S PROPOSED LANGUAGE**  
19           **REGARDING THE PROCESS FOR AT&T ORDERING SERVICES**  
20           **FROM INTRADO COMM.**

21   **A:**    While AT&T's proposed language contains detailed provisions setting forth  
22           the process for Intrado Comm to order services and facilities from AT&T, the  
23           language does not address how AT&T will order services from Intrado

1           Comm. As co-carriers, both Parties will be purchasing services from the other  
2           and thus each Party should be aware of the process to order services and  
3           facilities from the other. Intrado Comm has therefore included language  
4           addressing its ordering process in the interconnection agreement.

5    ***Issue 7(a):   Should the ICA include terms and conditions to address separate***  
6    ***implementation activities for interconnection arrangements after the execution of***  
7    ***the interconnection agreement? If so, what terms and conditions should be***  
8    ***included?***

9    **Q:   PLEASE EXPLAIN WHY THIS AGREEMENT SHOULD CONTAIN**  
10   **ALL OF THE SPECIFICS OF THE PARTIES' INTERCONNECTION**  
11   **ARRANGEMENT.**

12   **A:**   AT&T's proposed language contemplates that the Parties will amend the  
13       interconnection agreement to set forth the specific interconnection  
14       arrangements to be utilized by the Parties. Intrado Comm does not agree with  
15       AT&T's requirement that it needs to provide notice beyond the  
16       interconnection agreement or amend the agreement to seek interconnection.  
17       Other than routine discussions between the Parties' operational personnel, no  
18       further notice or action should be needed from Intrado Comm to implement  
19       the interconnection arrangements set forth in the agreement. Intrado Comm's  
20       proposed language also has clarified that, only to the extent it seeks additional  
21       points of interconnection with AT&T, will Intrado Comm provide the  
22       additional notifications requested by AT&T. AT&T's language would impose

1 additional, unnecessary steps on Intrado Comm to effectuate its  
2 interconnection arrangements with AT&T.

3 *Issue 8(a): What terms and conditions should be included in the ICA to address*  
4 *access to 911/E911 database information when AT&T is the Designated 911/E911*  
5 *Service Provider?*

6 *Issue 8(b): What terms and conditions should be included in the ICA to address*  
7 *access to 911/E911 database information when Intrado Comm is the Designated*  
8 *911/E911 Service Provider?*

9 **Q: PLEASE EXPLAIN WHY AT&T MUST WORK WITH INTRADO**  
10 **COMM AS IT DOES WITH OTHER PROVIDERS TO UPLOAD**  
11 **INFORMATION INTO THE 911/E911 DATABASES.**

12 **A:** It is my understanding that the FCC's rules require AT&T to provide Intrado  
13 Comm with nondiscriminatory access to AT&T's 911 and E911 databases on  
14 an unbundled basis. While AT&T's language reflects that fact, it does not  
15 acknowledge AT&T's requirements to provide Intrado Comm access to  
16 AT&T's 911 and E911 databases when either AT&T *or* Intrado Comm has  
17 been chosen as the designated 911/E911 service provider. In situations where  
18 Intrado Comm is the designated 911/E911 provider, other carriers will input  
19 their customers' information into Intrado Comm's database. Intrado Comm  
20 has therefore proposed language that would allow AT&T to access Intrado  
21 Comm's 911 and E911 databases. Intrado Comm has also included language  
22 requiring both Parties to work together as co-carriers to quickly and accurately

1 upload end user record information into the relevant databases while  
2 maintaining the confidentiality of the data.

3 *Issue 29(a): What rounding practices should apply for reciprocal compensation*  
4 *usage and airline mileage?*

5 **Q: DOES AT&T'S PROPOSED LANGUAGE REFLECT INDUSTRY**  
6 **STANDARD ROUNDING PRACTICES?**

7 **A:** No. Per-minute charges are normally billed in six-second increments. AT&T,  
8 however, seeks to round-up charges to the next minute. Similarly, per-mile  
9 charges are normally billed in one-fifth mile increments. AT&T seeks to  
10 round-up to the next whole mile.

11 *Issue 29(b): Is AT&T permitted to impose unspecified non-recurring charges on*  
12 *Intrado Comm?*

13 **Q: SHOULD AT&T BE REQUIRED TO IDENTIFY WHICH AND WHEN**  
14 **SERVICES, FUNCTIONS, OR FACILITIES ARE SUBJECT TO**  
15 **EXTRAORDINARY CHARGES, AND NOTIFY INTRADO COMM IF**  
16 **SUCH CHARGES WILL BE APPLIED?**

17 **Y:** Yes. Intrado Comm understands that some items must be individually  
18 charged as non-recurring charges depending on the specific request made by  
19 Intrado Comm. Both Parties, however, must identify any services to which  
20 such charges may apply and how those charges will be calculated.

21 Notification must be given to the other Party before applying any charges.

22 *Issue 33: Should AT&T be required to provide UNEs to Intrado Comm at*  
23 *parity with what it provides to itself?*

1 **Q: WHAT IS INTRADO COMM'S POSITION ON THIS ISSUE?**

2 **A:** AT&T should be required to provide UNEs to Intrado Comm at parity with  
3 what AT&T provides to itself and other telecommunications carrier. It is my  
4 understanding that the FCC's rules contain this requirement. If AT&T is permitted to  
5 give itself or other telecommunications carriers a competitive advantage, Intrado  
6 Comm's ability to serve its customers in Florida would be negatively affected.

7 **Q: HAVE THE PARTIES REACHED AGREEMENT ON THIS**  
8 **LANGUAGE IN OTHER STATES?**

9 **A:** Yes, this issue was resolved via negotiation by the Parties in Ohio (13-state  
10 agreement), but AT&T is unwilling to use the 13-state agreement as the basis  
11 for the Parties' Florida agreement.

12 *Issue 34(a): How should a "non-standard" collocation request be defined?*

13 *Issue 34(b): Should non-standard collocation requests be priced based on an*  
14 *individual case basis?*

15 **Q: WHAT IS INTRADO COMM'S POSITION ON THIS ISSUE?**

16 **A:** AT&T has proposed language that would permit it to charge Intrado Comm  
17 for "non-standard" collocation requests made by Intrado Comm. AT&T  
18 should not be permitted to impose "non-standard" charges on Intrado Comm  
19 for arrangements that AT&T has provided to other service providers. Once  
20 AT&T provides one provider with a certain arrangement, it should no longer  
21 be considered "non-standard" and subject to varying costs based on AT&T's  
22 independent determination. It is my understanding that the FCC has found  
23 that if a particular method of interconnection is currently employed between

1 two networks or has been used successfully in the past, a rebuttable  
2 presumption is created that such a method is technically feasible for  
3 substantially similar network architectures and ILECs bear the burden of  
4 demonstrating technical infeasibility. AT&T should not be permitted to  
5 impose arbitrary costs on Intrado Comm when AT&T has already provided a  
6 similar arrangement to another provider.

7 **Q: DOES THIS COMPLETE YOUR DIRECT TESTIMONY?**

8 **A:** Yes.

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