

Ruth Nettles

From: Ann Bassett [abassett@lawfla.com]
Sent: Tuesday, June 03, 2008 4:19 PM
To: Filings@psc.state.fl.us
Subject: Docket No. 070699-TP
Attachments: 2008-06-03, 070699, Intrado's Prehearing Statement.pdf; 2008-06-02, 070699, final Intrado Pre-Hearing Statement.DOC

The person responsible for this electronic filing is:

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The Docket No. is 070699-TP, In re: 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 Embarq Florida, Inc.

This is being filed on behalf of Intrado Communications Inc.

Total Number of Pages is 20

Intrado Communications Inc.'s Prehearing Statement

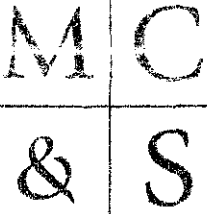
Attached in pdf and MS Word format.

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DOCUMENT NUMBER-DATE

04737 JUN-3 8

FPSC-COMMISSION CLERK



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June 3, 2008

VIA ELECTRONIC FILING

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

Re: Docket No. 070699-TP

Dear Ms. Cole:

Enclosed for filing on behalf of Intrado Communications Inc. is an electronic version of Intrado Communications Inc.'s Prehearing Statement in the above referenced docket. The document is attached in pdf and MS Word format.

Thank you for your assistance with this filing.

Sincerely yours,


Floyd B. Self

FRS/amb
Enclosure

cc: Rebecca Ballesteros, Esq.
Parties of Record

DOCUMENT NUMBER - DATE
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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In the Matter of the Petition)	
of Intrado Communications Inc. for Arbitration)	Docket No. 070699-TP
Pursuant to Section 252(b) of the Communications Act)	
of 1934, as amended, and Section 364.162, Florida)	Filed: June 3, 2008
Statutes to Establish an Interconnection Agreement with)	
Embarq Florida, Inc.)	

INTRADO COMMUNICATIONS INC.
PREHEARING STATEMENT

Intrado Communications Inc. (hereinafter "Intrado Comm"), pursuant to Order No. PSC-08-0172-PCO-TP issued March 21, 2008, submits the following Prehearing Statement to the Florida Public Service Commission ("Commission") in the above-captioned docket.

A. WITNESSES, SUBJECT MATTER AND ISSUES TO BE ADDRESSED

<u>WITNESS</u>	<u>SUBJECT MATTER</u>	<u>UNRESOLVED ISSUES COVERED</u>
Cynthia Clugy (Direct)	Definition of "End User;" audits	11 and 14
Thomas Hicks (Direct)	Services to be provided; Intrado Comm's interconnection rights; rates to be included in agreement; trunking and traffic routing arrangements; points of interconnection; inter-selective router trunking	1(a), 1(b), 1(d), 2(a), 2(b), 3(a), 3(b), 3(c), 4(a), 4(b), 5, 6(b), 7, and 13
Carey Spence-Lenss (Direct)	Intrado Comm's interconnection rights; rates to be included in the agreement	1(a), 1(b), 1(c), and 1(d)
Cynthia Clugy (Rebuttal)	Trunking and traffic routing arrangements; ordering process; access to databases; definition of "End User;" audits	2(a), 2(b), 5, 6(b), 11 and 14

DOCUMENT NUMBER - DATE

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Thomas Hicks (Rebuttal)	Services to be provided; Intrado Comm's interconnection rights; trunking and traffic routing arrangements; points of interconnection; inter- selective router trunking	1(a), 1(b), 1(d), 2(a), 2(b), 5(a), 5(b), 13
John Melcher (Rebuttal)	Trunking and traffic routing arrangements	2(a) and 2(b)
Carey Spence-Lenss (Rebuttal)	Intrado Comm's interconnection rights; providing current technologies to PSAPs; the growing 911 marketplace; Intrado Comm's presence in the 911 marketplace	1(b)

B. EXHIBITS

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
Hicks (Direct)	Thomas Hicks	Exhibit No. _____ (TH-1)	Intelligent Emergency Network
		Exhibit No. _____ (TH-2)	Legacy 911 Environment
		Exhibit No. _____ (TH-3)	Sample California Call Transfer Arrangement
		Exhibit No. _____ (TH-4)	Typical Components of an E911 System
		Exhibit No. _____ (TH-5) Revised	911 Call Sorting at Originating Office
		Exhibit No. _____ (TH-6)	911 Call Sorting at a Tandem Switch

Spence-Lens
(Direct)

Carey Spence-Lens

Exhibit No. _____
(CSL-1)

West Virginia Order
Approving Verizon 911
Tariff

Exhibit No. _____
(CSL-2)

Ohio Order

Exhibit No. _____
(CSL-3)

Ohio Order Entry on
Rehearing

Exhibit No. _____
(CSL-4)

Intrado Comm Florida Tariff

Exhibit No. _____
(CSL-5)

Letters in Support

Exhibit No. _____
(CSL-6)

Amended Petition for
Declaratory Statement

Exhibit No. _____
(CSL-7)

NENA Transition Effort

Exhibit No. _____
(CSL-8)

ATIS News Release

Exhibit No. _____
(CSL-9)

Embarq Florida Tariff

Exhibit No. _____
(CSL-10)

California Order

Exhibit No. _____
(CSL-11)

Illinois Order

Clugy
(Rebuttal)

Cynthia Clugy

Exhibit No. _____
(CC-1)

Intrado Comm Ordering
Documents

Exhibit No. _____
(CC-2)

ILEC ICA Audit Examples

Hicks
(Rebuttal)

Exhibit No. _____
(TH-7)

Intrado Comm's Proposed
Rates

(Hicks continued on next page)

		Exhibit No. _____ (TH-8)	NRIC Best Practices
Melcher (Rebuttal)	John Melcher	Exhibit No. _____ (JM-1)	John R. Melcher, ENP Curriculum Vitae
Spence-Lenss (Rebuttal)	Carey Spence Lenss	Exhibit No. _____ (CSL-12)	Intrado Emergency Service Evolution

In addition to the foregoing exhibits, Intrado Comm reserves the right to introduce and seek admission of such cross examination exhibits as may be appropriate.

C. BASIC POSITION

Intrado Comm is authorized as a competitive local exchange carrier (“CLEC”) by this Commission to provide regulated telecommunications services (*i.e.*, 911 selective routing, switching, aggregation, and transport). Intrado Comm’s Intelligent Emergency Network® enables the public safety community to transcend the existing limitations of the nation’s legacy 911 infrastructure. The Intrado Comm 911/E911 service offering will make new applications and services available to public safety answering points (“PSAPs”) and other public safety entities, which will increase their efficiency and effectiveness in responding to emergency calls.

The demand for competitive E911 services is growing. Despite the significant number of competitive providers in the local exchange market, competitive choices for the public safety community do not exist today. Intrado Comm seeks to change that. Relying on the innovative Intelligent Emergency Network®, Intrado Comm will provide 911 services to Florida PSAPs, which will enable voice, data, streaming media capabilities, and many other new and innovative services and features. The Intelligent Emergency Network® will extend the usefulness of the existing 911 infrastructure to handle numerous 911 call types regardless of technology – wireline, wireless, Internet telephony, and other technologies in use today. It is designed to be

dynamic and recognizes that all 911 calls are not and will not be relayed by the caller in the same way in light of existing and future technologies.

As a competitive provider of telecommunications services, Intrado Comm is entitled to interconnect its network with the networks of incumbent local exchange carriers (“ILECs”) currently offering 911 services pursuant to the framework established by Sections 251 and 252 of the Communications Act of 1934, as amended (“Act”), and the applicable provisions of Florida law. These sections of the Act were designed specifically to promote the type of interconnection Intrado Comm seeks – to facilitate the interconnection and interoperability of competing local networks. In order to provide its competitive 911/E911 services in Florida, Intrado Comm must interconnect its network with the incumbent providers that have connections with and provide services to PSAPs and other end users. Interconnection, at a minimum, will allow Embarq’s end users to reach Intrado Comm’s end users and vice versa. In the emergency services context, interconnection will permit the 911 caller, including the caller’s information, to reach the appropriate PSAP. Interconnection pursuant to Section 251(c) of the Act is the only way to address the uneven bargaining power that exists between competitors and monopoly incumbents.

D. ISSUES AND POSITIONS

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

Intrado Comm Position:

At this time, Intrado Comm intends to provide a telephone exchange service to PSAPs and other public safety agencies in Florida. This competitive 911 service offering is similar to the telephone exchange communication service currently offered by Embarq to PSAPs in Florida via Embarq’s retail tariff. The Intrado Comm Intelligent Emergency Network[®] will enable

Intrado Comm to provide a competitive local exchange service that is purchased by PSAPs so they can receive, process, and respond to calls to 911 placed by consumers of wireline, wireless, and IP-based communication services. In the future, Intrado Comm will likely provide other types of local exchange services in Florida.

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

Intrado Comm Position:

To provide its 911 service offering to PSAPs, Intrado Comm must interconnect with the public switched telephone network so that Embarq's end users can reach Intrado Comm's end users and vice versa. Similar to the way in which Embarq classifies its service, the service *Intrado Comm intends to provide to PSAPs is a telephone exchange service, and Intrado Comm is entitled to interconnection under Section 251(c) of the Act to provide its service.* The Federal Communications Commission ("FCC") has defined "interconnection" as the linking of two networks for the mutual exchange of traffic. Intrado Comm seeks to link its network with Embarq's network for the mutual exchange of traffic between the Parties' end users. Intrado Comm is entitled to all interconnection arrangements available under Section 251(c), the FCC's rules, and related law. 911/E911 services cannot be provided without interconnection to the public switched telephone network ("PSTN"). And while E911 services may contain an information service component (such as the Automatic Location Information ("ALI") function), the comprehensive 911 service offered to PSAPs by incumbents today, and the Intrado Comm 911 service soon to be provided, are telecommunications services and treated as telephone exchange services under the law and as evidenced by incumbent local exchange carrier tariffs approved by this Commission. The interoperability of competing local exchange networks in the

manner proposed by Intrado Comm in this proceeding is a keystone of the local competition provisions that Sections 251 and 252 of the Act were designed to facilitate.

Issue 1(c): Of the services identified in (a), for which, if any, should rates appear in the ICA?

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

Intrado Comm Position:

As a telecommunications carrier offering telephone exchange services, Intrado Comm is entitled to interconnection facilities and unbundled network elements (“UNEs”) at cost-based rates established pursuant to the process set forth in Sections 251 and 252 of the Act. Intrado Comm’s interconnection agreement with Embarq should include a pricing appendix that sets forth the prices to be charged by Embarq for services, functions, and facilities to be purchased in connection with the Parties’ interconnection arrangements in Florida. Intrado Comm has proposed similar rates to govern Embarq’s interconnection to Intrado Comm’s Intelligent Emergency Network[®], such as port termination charges. The charges proposed by Intrado Comm are similar to the entrance facility and port charges imposed by Embarq on competitors for interconnection to Embarq’s network.

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

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

Intrado Comm Position:

The optimal way for carriers to route their traffic to the appropriate 911 service provider is to establish direct and redundant trunk configurations from originating offices to multiple,

diverse 911 network access points. This would require the carrier to sort its calls at the originating switch, and deliver the calls to the appropriate 911 routing system over diverse and redundant facilities (this technique is known as “Line Attribute Routing”). This trunk and transport configuration minimizes the switching points, which reduces the potential for failure arising from the introduction of additional switching points into the call delivery process. Also, should one path be unable to complete the call, the presence of an alternative diverse facility greatly enhances the ability for the emergency call to be delivered to the PSAP. There is no reason for Embarq to switch a 911 call at its selective router when it is not the 911/E911 service provider for the PSAP. This unnecessary switching introduces another potential point of failure *in the 911 call path. Selective routing should only happen at the selective router of the carrier serving the PSAP.* There are means for Embarq to sort its 911 calls to ensure the call is directed to the appropriate PSAP served by another E911 service provider; however, its solution to use its 911 selective routing infrastructure to sort the calls and place those calls on a single common trunk group creates numerous parity issues and presents unnecessary additional risk for those Embarq subscribers subject to such inefficient switching.

Issue 3(a): What terms and conditions should govern points of interconnection (POIs) when Intrado is the designated 911/E911 service provider?

Intrado Comm Position:

Embarq has indicated that Intrado Comm’s proposed language is generally acceptable. The dispute between the Parties is whether the arrangement should be part of a Section 251(c) agreement. Intrado Comm is proposing a physical interconnection arrangement that is similar to that used by ILECs today. Intrado Comm’s proposed language would permit Embarq to use any method to transport its end users’ 911 calls to Intrado Comm’s network while ensuring that

Embarq does not engage in switching the call at a central office other than its originating office prior to delivering its traffic to the equivalent of Intrado Comm's selective router. Intrado Comm seeks to mirror the type of interconnection arrangements that Embarq has used historically with other ILECs and non-competing CLECs who are required to bring 911/E911 traffic to the entity serving the PSAP. Unless the Parties have established that it is technically infeasible to segregate end user 911 calls at the end office for delivery to the appropriate designated 911 service provider, there is no reason for 911/E911 calls to be delivered to any other location than the relevant selective router/911 tandem that is connected to the PSAP for the geographic area in which the 911/E911 caller is located. Where Embarq serves as the 911/E911 service provider, it has routinely designated the location of its selective routing access ports as the POI for telecommunications carriers seeking to gain access to the end user PSAPs to which Embarq provides 911/E911 services. And Embarq has indicated in this proceeding that the POI should be at the selective router serving the PSAP. When Intrado Comm is the designated 911/E911 service provider, the selective router serving the PSAP is Intrado Comm's selective router.

Issue 3(b): What terms and conditions should govern points of interconnection (POIs) when Embarq is the designated 911/E911 service provider?

Intrado Comm Position:

Intrado Comm has agreed with Embarq that the POI should be at Embarq's selective router when Embarq is the designated 911/E911 service provider. There do not appear to be any other issues between the Parties with respect to this issue. When the Parties are exchanging non-911 service traffic, Section 251 of the Act and the FCC's rules implementing the statute provide Intrado Comm the right to designate a single POI at any technically feasible location on Embarq's network. Embarq is not permitted to dictate the POIs that Intrado Comm may use to

exchange traffic with Embarq. For example, Embarq may not require Intrado Comm to interconnect at multiple points within a LATA. In addition, each carrier is required to bear the costs of delivering its originating traffic to the POI designated by Intrado Comm. Under Section 251, however, a competitor can agree to go to more than one point, but it cannot be compelled to do so.

Issue 3(c): What terms and conditions should govern points of interconnection (POIs) when Intrado requests the use of a mid-span meet point?

Intrado Comm Position:

The Parties have resolved this issue.

Issue 4(a): Should specific terms and conditions be included in the ICA for inter-selective router trunking? If so, what are the appropriate terms and conditions?

Issue 4(b): Should specific terms and conditions be included in the ICA to support PSAP-to-PSAP call transfer with automatic location information (“ALI”)? If so, what are the appropriate terms and conditions?

Intrado Comm Position:

Yes for 4(a) and 4(b). As in any competitive telecommunications market, interoperability between a competitor’s network and the incumbent’s is needed to ensure customers of each Party can make and receive calls seamlessly. With respect to 911 services, Embarq must ensure its network is interoperable with another carrier’s network for the provision of 911 services. Interoperability ensures call transfers between selective routers to allow misdirected emergency calls to be transferred to the appropriate PSAP, irrespective of 911 service provider, while still retaining the critical caller location information associated with the call (*i.e.*, ALI). Embarq has established inter-selective router trunking within its own network and with other providers of 911/E911 services in Florida. Intrado Comm is seeking the same type of network arrangements

that Embarq performs for itself and other wireline E911 network service providers for the benefit of its own PSAP customers. In addition, Intrado Comm is requesting that Embarq also transmit ALI when it performs call transfers so that the PSAP or first responder can utilize that critical information in responding to the emergency call.

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

While Intrado Comm agrees that PSAPs should be free to specify the level of service desired including inter-tandem functionality, Intrado Comm does not agree that a formal agreement with the PSAP and Embarq is necessary before the deployment of inter-selective router trunks. Public policy dictates that carriers should be able to make inter-selective routing available to PSAP customers where such functionality is deemed a necessary component of a vibrant, reliable 911 service. In order to offer to such functionality, the Parties’ agreement needs to contain provisions that reflect an understanding and agreement between the Parties that facilities will be deployed when requested. These arrangements are for the benefit of 911 callers and public safety, and should be supported by the common carriers that provide these services. There is, however, no need to include a provision in the interconnection agreement that requires

the Parties to obtain a formal agreement with PSAPs as a prerequisite to deploying inter-selective router trunking.

Issue 5: **Should the interconnection agreement include the terms and conditions under which Embarq orders services from Intrado? If so, what are the appropriate terms and conditions?**

Intrado Comm Position:

Yes. While Embarq's interconnection agreement template contains specific provisions setting forth the process for Intrado Comm to order services and facilities from Embarq, Embarq's template does not address how Embarq will order services from Intrado Comm. As co-carriers, both Parties will be purchasing services from the other and thus both Parties' process to order services and facilities should be specified in the agreement. Embarq has not refused to use Intrado Comm's ordering process or indicated any disagreement with Intrado Comm's proposed language; it simply has indicated an unwillingness to include Intrado Comm's ordering process requirements in the agreement.

Intrado Comm will ultimately be providing web-based access to all telecommunications service providers to order services from Intrado Comm, including access to Intrado Comm. The information required by Intrado Comm to complete an order includes fields normally contained on an Access Service Request ("ASR"), which is an industry standard format developed by the ILECs. Intrado Comm's proposed language indicating that Embarq will use Intrado Comm's ordering process should be adopted for inclusion in the interconnection agreement.

Issue 6(a): **What terms and conditions should be included in the ICA to address access to 911/E911 data base information when Embarq is the designated 911/E911 service provider?**

Intrado Comm Position:

The Parties have resolved this issue.

Issue 6(b): What terms and conditions should be included in the ICA to address access to 911/E911 database information when Intrado is the designated 911/E911 service provider?

Intrado Comm Position:

The Parties have agreed to the terms and conditions to be included in the interconnection agreement to address access to databases when Embarq is the designated 911/E911 service provider. The interconnection agreement should include reciprocal terms to address when Intrado Comm is the designated 911/E911 service provider. With respect to this issue, there are no technical disputes between the Parties. The only remaining issue is whether language addressing the Parties' rights and obligations when Intrado Comm is the designated 911/E911 service provider should be included in the interconnection agreement. The Parties are connecting competing carriers and therefore it is appropriate to include terms and conditions regarding Embarq's access to Intrado Comm's 911/E911 databases in the Section 251(c) interconnection agreement.

Issue 7: Should 911/E911 Service calls be included in the type of traffic to be exchanged by the Parties over local interconnection trunks?

Intrado Comm Position:

Yes. 911 service and E911 service calls should be treated like other telephone exchange traffic. Embarq classifies the 911/E911 service it provides to PSAPs as a telephone exchange communication service that is provisioned using "exchange lines." 911 and E911 services, as local exchange services, rightfully belong in the section of the interconnection agreement addressing the interconnection of local exchange networks. A Section 251(c) interconnection

agreement is the appropriate vehicle to negotiate the interconnection and mutual exchange of traffic for competing local exchange networks. Intrado Comm is seeking to launch a competitive local exchange E911 service and therefore it is entitled to interconnection pursuant to Section 251 of the Act.

Issue 8: **What are Embarq’s obligations to build out transport facilities?**

Intrado Comm Position:

The Parties have resolved this issue.

Issue 9: **Under §251(c), should Embarq be required to maintain certain company identifiers and codes to interconnect with Intrado and terminate traffic on Intrado’s network?**

Intrado Comm Position:

The Parties have resolved this issue.

Issue 10: **What limitation of liability and/or indemnification language should be included in the ICA?**

Intrado Comm Position:

The Parties have resolved this issue.

Issue 11: **How should the term “End User” be defined and where should it be used in the ICA?**

Intrado Comm Position:

The term “End User” is used to describe the entity purchasing telecommunications service from either of the Parties to the interconnection agreement. Embarq’s template interconnection agreement did not contain a definition for “End User.” Embarq’s proposed definition in response to Intrado Comm’s proposed definition is too narrow because it would

Intrado Comm Position:

Use of the term “designated” is more appropriate in the interconnection agreement. The term “primary” implies that there is a “secondary” provider. In a competitive 911/E911 service market, a PSAP (or other governmental entity) has the right to chose or “designate” the entity from which it seeks to purchase 911/E911 services. This is similar to presubscription. Unless the PSAP has specifically selected more than one 911/E911 service provider (*i.e.*, one provider for wireline 911/E911 calls and another provider for wireless 911/E911 calls), there is no “secondary” 911/E911 service provider. If the PSAP does select multiple providers for different types of 911/E911 services, each provider would be the “designated” provider for that type of 911/E911 service. The PSAP’s choice of carrier should not be confused with primary and secondary PSAPs, which denotes which PSAP should receive a 911 call in the first instance.

Issue 14: **What are the appropriate terms and conditions regarding audits?**

Intrado Comm Position:

Audits conducted by qualified independent third party auditors are the most equitable and effective way to resolve any suspected billing inconsistencies by either Party. The use of independent auditors is a common industry practice. The interconnection agreements of other major incumbent local exchange carriers contain specific provisions requiring the use of such independent auditors. The language requiring independent third party auditors submitted by Intrado Comm is neither onerous nor uncommon and it should be adopted. It is especially appropriate where the parties to a contract are direct competitors. 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. The interconnection agreement gives Embarq the ability to use the “Examination” process (ability to request specific bill information) without the need for a

third party and the dispute resolution process to resolve any billing disputes between the Parties. The dispute resolution provisions of the agreement set forth a detailed process for addressing billing disputes through negotiation, escalation, and filings with the Commission, courts, or the FCC as necessary. The use of a third-party auditor would be the most extreme remedy in the event of a billing dispute. The availability of these alternate mechanisms should eliminate any cost concerns Embarq has with respect to Intrado Comm's proposed language requiring the use of third-party auditors.

E. PENDING MOTIONS

None at this time. Intrado Comm reserves its right to raise motions at the Pre-Hearing Conference or at the Hearing as appropriate. In addition, to the extent the Parties' Direct or Rebuttal Testimony addresses issues that have been resolved, that testimony should be struck from the record.

F. PENDING CONFIDENTIAL CLAIMS OR REQUESTS

None at this time.

G. OBJECTIONS TO A WITNESSES QUALIFICATION AS EXPERT

None at this time.

H. ANY OTHER REQUIREMENTS THAT CANNOT BE COMPLIED WITH

None at this time.

Respectfully submitted,

INTRADO COMMUNICATIONS INC.



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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served on the following parties by Electronic Mail and U.S. Mail this 3rd day of June, 2008.

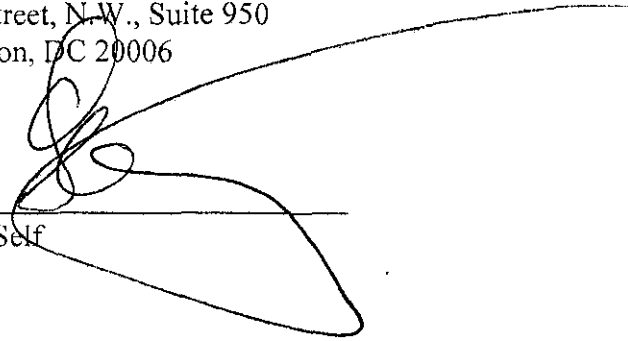
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