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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
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Tallahassee, Florida 32399-0850

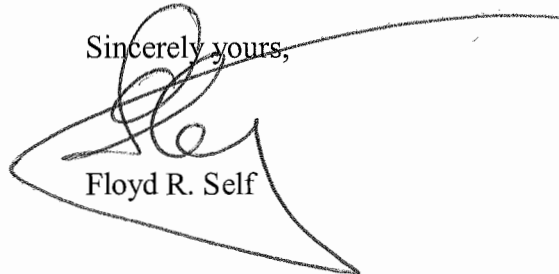
Re: Docket No. 070736-TP

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 R. Self

FRS/amb
Enclosure

cc: Rebecca Ballesteros, Esq.
Parties of Record

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Intrado Communications Inc. for arbitration of certain rates, terms, and conditions for interconnection and related arrangements with BellSouth Telecommunications, Inc. d/b/a AT&T Florida pursuant to Section 252(b) of the Communications Act of 1934, as amended, and Sections 120.80(13), 120.57(1), 364.15, 356.16, 364.161, and 364.162, F.S., and Rule 280106.201, F.A.C.

Docket No. 070736-TP

Filed: June 3, 2008

INTRADO COMMUNICATIONS INC.
PREHEARING STATEMENT

Intrado Communications Inc. (hereinafter “Intrado Comm”), pursuant to Order No. PSC-08-0171-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

<u>WITNESS</u>	<u>SUBJECT MATTER</u>	<u>UNRESOLVED ISSUES COVERED</u>
Cynthia Clugy (Direct)	Reciprocal terms and conditions; 911 definitions; intercarrier compensation; retroactivity; term and termination; audits; assignment; cost recovery; limitation of liability; appendices; capitalization	9, 10, 13(a), 13(b), 15, 18(a), 18(b), 20, 22, 23, 24, 35, and 36
Thomas Hicks (Direct)	Services to be provided; Intrado Comm’s interconnection rights; trunking and traffic routing arrangements; points of interconnection; inter-selective router trunking; ordering; access to databases; rounding practices; non-recurring charges; collocation	1(a), 1(b), 1(d), 3(a), 3(b), 4(a), 4(b), 4(c), 5(a), 5(b), 6, 7(a), 8(a), 8(b), 29(a), 29(b), 33, 34(a) and 34(b)

Carey Spence-Lenss (Direct)	Intrado Comm's interconnection rights and the rates to be included in the interconnection agreement; why Intrado Comm requires a uniform interconnection agreement throughout AT&T's 22-state territory; late payment charges	1(a), 1(b), 1(c), 1(d), 2, and 25
Cynthia Clugy (Rebuttal)	Intrado Comm's ordering process	6
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), 3(a), 3(b), 4(a), 4(b), 4(c), 5(a), and 5(b)
John Melcher (Rebuttal)	Trunking and traffic routing arrangements	3(a) and 3(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; late payments	1(b), 2, and 25(a)

B. EXHIBITS

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
Clugy	Cynthia Clugy	Exhibit No. _____ (CC-1)	NENA Master Glossary of 9-1-1 Terminology
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)	911 Call Sorting at Originating Office
		Exhibit No. _____ (TH-6) Revised	911 Call Sorting at a Tandem Switch
		Exhibit No. _____ (TH-7)	Pacific Bell Tariff
Spence-Lenss (Direct)	Carey Spence-Lenss	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)	AT&T Florida Tariff
Clugy (Rebuttal)	Cynthia Clugy	Exhibit No. _____ (CC-2)	E911 Port Service Request Guidelines

Hicks (Rebuttal)		Exhibit No. _____ (TH-8)	Intrado Comm’s Proposed Rates
		Exhibit No. _____ (TH-9)	NRIC Best Practices
Melcher (Rebuttal)	John Melcher	Exhibit No. _____ (JM-1)	John R. Melcher, ENP Curriculum Vitae
Spence-Lenss (Rebuttal)	Carey Spence Lenns	Exhibit No. _____ (CSL-10)	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 AT&T’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 AT&T to PSAPs in Florida via AT&T'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 AT&T 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 AT&T's end users can reach Intrado Comm's end users and vice versa. Similar to the way in which AT&T 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 AT&T'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. 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 AT&T should include a pricing appendix that sets forth the prices to be charged by AT&T 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 AT&T’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 AT&T on competitors for interconnection to AT&T’s network.

Issue 2: Is AT&T’s 9-state template interconnection agreement the appropriate starting point for negotiations? If not, what is?

Intrado Comm Position:

No, AT&T’s 9-state template interconnection agreement is not the appropriate starting point for negotiations. Rather, Intrado Comm seeks to utilize the interconnection agreement

template that the Parties have spent significant time reviewing, negotiating, and revising in connection with their Ohio negotiations. Like many providers, Intrado Comm is seeking consistent and uniform operating procedures and processes throughout ILEC regions. Intrado Comm has designed a national network, not a cobbled together network that varies by state or region. Thus, Intrado Comm's interconnection needs are consistent across the nation. An interconnection agreement based on one uniform template minimizes potential disputes and disagreements between the Parties because there is only one set of terms and conditions governing the Parties' relationship throughout the nation. In addition, using a single comprehensive agreement reduces the expense and time of negotiating multiple agreements to govern the same types of services. The Parties have already negotiated and reached agreement on many of the outstanding issues before this Commission, and AT&T has provided no valid reason for not continuing to use that set of documents in Florida. Intrado Comm understands that billing systems, unbundled network elements, pricing, and performance standards may differ by state. Despite repeated requests, AT&T has provided no reason, technical infeasibility or otherwise, for not using in Florida the documents the Parties have negotiated and agreed to use in Ohio. Intrado Comm has no obligation to negotiate an interconnection agreement based on the templates produced by AT&T. Nonetheless, Intrado Comm has agreed to negotiate an agreement starting with an AT&T template in hopes of reaching a mutually beneficial agreement more rapidly. In other proceedings before this Commission, AT&T has argued that it seeks to achieve uniformity across its 22-state operating territory. Apparently, uniformity across the 22-state region is desirable, but only when it benefits AT&T.

Issue 3(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 3(b): What trunking and traffic routing arrangements should be used for the exchange of traffic when AT&T 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 AT&T 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 AT&T 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 AT&T subscribers subject to such inefficient switching.

Issue 4(a): What terms and conditions should govern points of interconnection (POIs) when Intrado is the designated 911/E911 service provider?

Intrado Comm Position:

Intrado Comm is proposing a physical interconnection arrangement that is similar to that used by ILECs today. Intrado Comm's proposed language would permit AT&T to use any method to transport its end users' 911 calls to Intrado Comm's network while ensuring that AT&T 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 AT&T 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 AT&T 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 AT&T provides 911/E911 services.

Issue 4(b): **What terms and conditions should govern points of interconnection (POIs) when AT&T is the designated 911/E911 service provider?**

Intrado Comm Position:

Intrado Comm generally agrees with AT&T that the POI for 911/E911 traffic should be at AT&T's selective router when AT&T is the designated 911/E911 service provider. But Intrado Comm opposes the inclusion of specific language in the interconnection agreement requiring the POI to be located at the selective router. 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 AT&T's network. AT&T is not permitted to dictate the POIs that Intrado Comm may use to exchange traffic with AT&T. For example, AT&T 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 more than one point, but it cannot be compelled to go to do so.

Issue 4(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:

If the Parties were to interconnect for the exchange of non-911 traffic using a mid-span meet point, the Parties should 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 mid-span meet point. The FCC has determined that both the ILEC and the new entrant "gains value" from the use of a mid-span meet to exchange traffic and thus each Party to the arrangement should bear its portion of the economic costs of the arrangement. Each carrier is required to build to the mid-span meet point even if the ILEC is required to build out facilities to reach that point. The meet point can be any location between the Parties' networks and does not need to be at the locations specified by AT&T. As determined by the FCC, any meet point would be considered to be on AT&T's network. Intrado Comm's proposed language reflects these concepts.

Issue 5(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 5(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 5(a) and 5(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, AT&T 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). AT&T 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 AT&T 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 AT&T 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 counties and PSAPs should be free to specify the level of service desired including inter-tandem functionality, Intrado Comm does not agree that a formal written agreement with the PSAP and AT&T 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 services. In order to offer 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 6(a): **Should requirements be included in the ICA on a reciprocal basis for**
(1) trunking forecasting;
(2) ordering; and
(3) service grading?

Issue 6(b): **If not, what are the appropriate requirements?**

Intrado Comm's Position:

Yes, reciprocal requirements should be included in the interconnection agreement. Intrado Comm has modified AT&T's proposed language to make the forecasting provisions

reciprocal. Forecasts will be integral to assuring that the Parties' networks meet industry standards. AT&T's language requires Intrado Comm to provide trunk forecasts to AT&T and there is no reason the obligation should not apply equally to both Parties. While AT&T's proposed template language contains specific provisions setting forth the process for Intrado Comm to order services and facilities from AT&T, AT&T's template does not address how AT&T 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. Intrado Comm has therefore included language addressing its ordering process in the interconnection agreement. Intrado Comm's ordering process is based on the Access Service Request ("ASR"), which is an industry standard format developed by the ILECs.

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

Intrado Comm Position:

No. AT&T's proposed language contemplates that the Parties will amend the interconnection agreement to set forth the specific interconnection arrangements to be utilized by the Parties. Intrado Comm does not agree with AT&T's requirement that Intrado Comm needs to provide AT&T any notice beyond the interconnection agreement or amend the agreement to effectuate the Parties' interconnection arrangements. Other than routine discussions between the Parties' operational personnel, no further notice or action should be needed from Intrado Comm to implement the interconnection arrangements set forth in the agreement. AT&T's language would impose additional, unnecessary steps on Intrado Comm.

Issue 7(b): Should the ICA include terms and conditions to address subsequent modifications to the interconnection agreement and changes in law? If so, what terms and conditions should be included?

Intrado Comm Position:

The Parties have resolved this issue.

Issue 8(a): What terms and conditions should be included in the ICA to address access to 911/E911 data base information when AT&T is the designated 911/E911 service provider?

Intrado Comm Position:

Intrado Comm has proposed language that would require the Parties to work together to support interoperability between the Parties' databases, including the exchange ALI information. As co-carriers, AT&T and Intrado Comm will be required to work together to ensure that end user record information is quickly and accurately uploaded into the relevant database. The databases maintained by the Parties must be up-to-date to support the routing of 911/E911 calls to the appropriate PSAP.

Issue 8(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 resolved this issue.

Issue 9: To the extent not addressed in another issue, which terms and conditions should be reciprocal?

Intrado Comm Position:

Generally, any provision of the interconnection agreement affecting interoperability and mutual exchange of traffic should be reciprocal to reflect the shared responsibilities of the

Parties' co-carrier relationship. This issue was included by AT&T, and Intrado Comm is unclear what disputed provisions of the interconnection agreement should be included under Issue 9. Intrado Comm has asked AT&T for clarification as to what provisions of the contract fall under this issue. To the extent this issue relates to the AT&T's proposed requirement in the 911 Appendix that Intrado Comm provide certain information to AT&T, AT&T's language is unnecessary. There is no requirement that Intrado Comm demonstrate to AT&T that Intrado Comm has approval to provide its services, and Intrado Comm should not be required to provide AT&T with the service specifications and configurations requested by a PSAP or other E911 Customer.

Issue 10: **What 911/E911-related terms should be included in the ICA and how should those terms be defined?**

Intrado Comm Position:

The only 911/E911-related definition at issue between the Parties is the definition of "911 Trunk." Both Parties agree the definition should be included in the interconnection agreement, but a dispute remains as to the definition itself. Intrado Comm proposes to define "911 Trunk" as a trunk from either AT&T's End Office or Intrado Comm's switch to the E911 System. AT&T, however, objects to the use of "End Office" and would prefer the language to state that it is a trunk from either Party's switch to the E911 System. The inclusion of "End Office" when referring to AT&T's switch is appropriate because any trunks to the E911 System should come directly from the AT&T End Office where the end user making the 911 call is located. Industry standards recommend identifiable trunk groups from each end office when calls from multiple end offices are directed to the same PSAP. Inclusion of the term "End Office" ensures that AT&T will abide by default routing treatment when transmitting calls to the E911 System.

Issue 11: **What are the obligations and responsibilities of each Party to collect and remit 911/E911 surcharges, and to provide any related reports?**

Intrado Comm Position:

The Parties have resolved this issue.

Issue 12: **Are 911/E911 calls exchanged between the Parties subject to intercarrier compensation?**

Intrado Comm Position:

The Parties have resolved this issue

Issue13(a): **What subset of traffic, if any, should be eligible for intercarrier compensation when exchanged between the Parties?**

Intrado Comm Position:

The interconnection agreement should be consistent with the rulings of the FCC with respect to intercarrier compensation. This issue deals with the Parties' exchange of non-911 traffic. AT&T's proposed language improperly classifies the types of traffic subject to intercarrier compensation and imposes onerous terms and conditions on the Parties' exchange of intercarrier compensation that are not consistent with law. 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. The FCC has determined that it is inaccurate to limit the application of reciprocal compensation to telecommunications traffic that is "local." Similarly, AT&T's proposed language limits the traffic eligible for compensation between the Parties to "wireline" service or "dialtone." The FCC's rules do not impose such a qualification on the subset of traffic that is eligible for compensation, but instead speaks in terms of all telecommunications traffic. AT&T also proposes a definition for "Switched Access

Traffic” that encompasses traffic the FCC has not classified as subject to switched access charges.

Issue 13(b): Should the Parties cooperate to eliminate misrouted access traffic?

Intrado Comm Position:

Yes, the Parties should cooperate to eliminate misrouted access traffic consistent with FCC regulations. Intrado Comm, however, cannot agree to AT&T’s proposed language, which would appear to require the Parties to block traffic or exercise other “self-help” mechanisms for misrouted access traffic. The FCC disfavors “self-help” policies and has indicated carriers may not block traffic.

Issue 14(a): Should the terms and conditions for the exchange of traffic from third-parties for interLATA traffic be reciprocal?

Intrado Comm Response:

The Parties have resolved this issue.

Issue 14(b): What terms and conditions should apply to alternate tandem provider traffic?

Intrado Comm Position:

The Parties have resolved this issue

Issue 15: Should the ICA permit the retroactive application of charges that are not prohibited by an order or other change-in-law?

Intrado Comm Position:

Yes, Intrado Comm agrees that the interconnection agreement should include terms and conditions to address subsequent modifications to the interconnection agreement and changes in law. Intrado Comm, however, disagrees with AT&T’s proposed language discussing how such

modifications will be implemented. AT&T's language indicates that retroactive compensation adjustments will apply "uniformly" to all traffic exchanged as "local" calls under the agreement. This broad language could allow AT&T to make retroactive compensation adjustments for traffic that is not affected by a change of law. Therefore, Intrado Comm has proposed language that would apply retroactive compensation adjustments consistent with intervening law.

Issue 16: What process should be used to rebut the presumption that certain traffic is or is not ISP-Bound Traffic?

Intrado Comm Position:

The Parties have resolved this issue.

Issue 17(a): What is the appropriate timeframe for incorporating changes to arbitrated or non-voluntary provisions of the interconnection agreement?

Intrado Comm Position:

The Parties have resolved this issue.

Issue 17(b): Should the ICA articulate the availability in other states of arbitrated or non-voluntary provisions?

Intrado Comm Position:

The Parties have resolved this issue.

Issue 18(a): What term should apply to the interconnection agreement?

Issue 18(b): When should Intrado notify AT&T that it seeks to pursue a successor ICA?

Intrado Comm Position:

In connection with the Parties' negotiations for an Ohio interconnection agreement, the Parties agreed to contract language to govern term and termination of the interconnection agreement. This language included a provision regarding the term of the interconnection

agreement (3 years) and requirements for Intrado Comm to inform AT&T that it seeks to pursue a successor interconnection agreement (10 days after receiving notice of termination). The Parties reached agreement on changes to the AT&T template language after negotiations that revised some provisions of the term and termination section and Intrado Comm agreeing to accept the remainder of the provisions as originally proposed by AT&T. AT&T has indicated that it is unwilling to use the entire negotiated Ohio term and termination section for the Parties' Florida interconnection agreement. Intrado Comm sees no reason to negotiate new generic provisions governing term and termination for use in Florida when the Parties have already reached agreement on such provisions that are unaffected by jurisdictional boundaries. This approach is practical and will ensure consistent terms and conditions are used throughout Intrado Comm's service territory to the greatest extent possible. AT&T has provided no reason why the term and termination provisions it found acceptable for use in Ohio are not acceptable for use in Florida.

Issue 19: Should terms and conditions relating to 911/E911 interconnection be included in a separate appendix?

Intrado Comm Position:

The Parties have resolved this issue.

Issue 20: What are the appropriate terms and conditions regarding billing and invoicing audits?

Intrado Comm Position:

In connection with the Parties' negotiations for an Ohio interconnection agreement, the Parties agreed to contract language to govern audits (such as the use of independent third party auditors and the division of responsibility for payment of audits). The Parties reached agreement

on changes to the AT&T template language after negotiations that revised some provisions of the audit section and Intrado Comm agreeing to accept the remainder of the provisions as originally proposed by AT&T. AT&T has indicated that it is unwilling to use the entire negotiated Ohio audit section for the Parties' Florida interconnection agreement. Intrado Comm sees no reason to negotiate new generic provisions governing audits for use in Florida when the Parties have already reached agreement on such provisions that are unaffected by jurisdictional boundaries. This approach is practical and will ensure consistent terms and conditions are used throughout Intrado Comm's service territory to the greatest extent possible. AT&T has provided no reason why the audit provisions it found acceptable for use in Ohio are not acceptable for use in Florida.

Issue 21: Is Intrado required to reimburse AT&T for unspecified expenses related to the filing of the interconnection agreement with state commissions?

Intrado Comm Position:

The Parties have resolved this issue.

Issue 22: Should Intrado be permitted to assign the interconnection agreement to an affiliated entity? If so, what restrictions, if any, should apply if that affiliate has an effective ICA with AT&T Florida?

Intrado Comm Position:

In connection with the Parties' negotiations for an Ohio interconnection agreement, the Parties agreed to contract language to govern assignment of the interconnection agreement (such as the notice and approval process for assignments and the procedure for assigning the agreement to affiliates). The Parties reached agreement on changes to the AT&T template language after negotiations that revised some provisions of the assignment section and Intrado Comm agreeing to accept the remainder of the provisions as originally proposed by AT&T. AT&T has indicated that it is unwilling to use the entire negotiated Ohio assignment section for the Parties' Florida

interconnection agreement. Intrado Comm sees no reason to negotiate new generic provisions like assignment for use in Florida when the Parties have already reached agreement on such provisions that are unaffected by jurisdictional boundaries. This approach is practical and will ensure consistent terms and conditions are used throughout Intrado Comm's service territory to the greatest extent possible. AT&T has provided no reason why the assignment provisions it found acceptable for use in Ohio are not acceptable for use in Florida.

Issue 23: Should AT&T be permitted to recover its costs, on an individual case basis, for performing specific administrative activities? If so, what are the specific administrative activities?

Intrado Comm Position:

In connection with the Parties' negotiations for an Ohio interconnection agreement, the Parties agreed to contract language to govern AT&T's performance of specific administrative activities, such as name changes and company code changes resulting from transfers and acquisitions. The Parties reached agreement on changes to the AT&T template language after negotiations that revised some provisions of this section and Intrado Comm agreeing to accept the remainder of the provisions as originally proposed by AT&T. AT&T has indicated that it is unwilling to use the entire negotiated section for the Parties' Florida interconnection agreement. Intrado Comm sees no reason to negotiate new generic provisions like how to address name changes and company code changes for use in Florida when the Parties have already reached agreement on such provisions that are unaffected by jurisdictional boundaries. This approach is practical and will ensure consistent terms and conditions are used throughout Intrado Comm's service territory to the greatest extent possible. AT&T has provided no reason why the name change and company code change provisions it found acceptable for use in Ohio are not acceptable for use in Florida.

Issue 24: **What limitation of liability and/or indemnification language should be included in the ICA?**

Intrado Comm Position:

The Parties have reached resolution on the majority of the limitation of liability and indemnification provisions of the interconnection agreement in connection with their Ohio negotiations (either via a negotiated resolution or Intrado Comm's acceptance of AT&T's originally proposed language). Two issues remain. The first issue is whether AT&T may limit its liability for losses arising from the provision of 911 services. AT&T's language indicates that it will not be liable to Intrado Comm, Intrado Comm's end user, or any other person for losses arising out of the provision of access to 911 service or any errors, interruptions, defects, failures, or malfunctions of 911. This is very broad language and gives AT&T unlimited protection from liability. Intrado Comm has therefore proposed language that would make AT&T liable for losses if the errors, interruptions, defects, failures, or malfunctions of 911 were attributable to AT&T. Carriers typically cannot limit their liability for errors that are caused by gross negligence or willful misconduct, but AT&T's language does just that.

The second issue deals with the implementation of the limitation of liability and indemnification language into the Parties' Florida agreement. In connection with the Parties' negotiations for an Ohio interconnection agreement, the Parties agreed to contract language to govern limitation of liability and indemnification under the interconnection agreement. The Parties reached agreement on changes to the AT&T template language after negotiations that revised some provisions of the limitation of liability and indemnification provisions and Intrado Comm agreeing to accept the remainder of the provisions as originally proposed by AT&T. AT&T has indicated that it is unwilling to use the entire negotiated Ohio limitation of liability

and indemnification section for the Parties' Florida interconnection agreement. Intrado Comm sees no reason to negotiate new generic provisions like limitation of liability and indemnification for use in Florida when the Parties have already reached agreement on such provisions that are unaffected by jurisdictional boundaries. This approach is practical and will ensure consistent terms and conditions are used throughout Intrado Comm's service territory to the greatest extent possible. AT&T has provided no reason why the limitation of liability and indemnification provisions it found acceptable for use in Ohio are not acceptable for use in Florida.

Issue 25(a): Should disputed charges be subject to late payment penalties?

Issue 25(b): Should the failure to pay charges, either disputed or undisputed, be grounds for the disconnection of services?

Issue 25(c): Following notification of unpaid amounts, how long should Intrado have to remit payment?

Issue 25(d): Should Parties be required to make payments using an automated clearinghouse network?

Intrado Comm Position:

In connection with the Parties' negotiations for an Ohio interconnection agreement, the Parties agreed to contract language governing billing and payment. The Parties reached agreement on changes to the AT&T template language after negotiations that revised some provisions of the billing and payment section and Intrado Comm agreeing to accept the remainder of the provisions as originally proposed by AT&T. AT&T has indicated that it is unwilling to use the entire negotiated Ohio billing and payment section for the Parties' Florida interconnection agreement. Intrado Comm sees no reason to negotiate new generic provisions like billing and payment for use in Florida when the Parties have already reached agreement on such provisions that are unaffected by jurisdictional boundaries. This approach is practical and

will ensure consistent terms and conditions are used throughout Intrado Comm's service territory to the greatest extent possible. AT&T has indicated to the Commission that consistency in its billing practices throughout its 22-state territory is important to AT&T, but has refused to provide Intrado Comm with the same consistency. AT&T has provided no reason why the billing and payment provisions it found acceptable for use in Ohio are not acceptable for use in Florida.

Issue 26: What are the Parties' obligations with respect to carrier change authorization and orders?

Intrado Comm Position:

The Parties have resolved this issue.

Issue 27(a): Is Intrado required to acknowledge that AT&T has an ability to contact and provide services to Intrado customers?

Intrado Comm Position:

The Parties have resolved this issue.

Issue 27(b): Should AT&T's ability to do so be consistent with law?

Intrado Comm Position:

The Parties have resolved this issue.

Issue 28: What performance measures should be included in the ICA?

Intrado Comm Position:

The Parties have resolved this issue.

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

Intrado Comm Position:

Consistent with industry practice, reciprocal compensation usage should be billed in six-second increments and airline mileage should be billed in one-fifth mile increments. AT&T's proposed language of rounding up to the next minute or mile does not represent current industry practice. It is Intrado Comm's experience that many carrier-to-carrier agreements and carrier tariffs utilize six-second increments for per minute charges and one-fifth increments for per mile charges. Even if the financial impact to Intrado Comm of AT&T's rounding practices were minimal, Intrado Comm should not be required pay AT&T more than it otherwise would owe to AT&T.

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

Intrado Comm Position:

No. Intrado Comm understands that some items must be individually charged as non-recurring charges depending on the specific request made by Intrado Comm. Both Parties, however, must identify any services to which such charges may apply and how those charges will be calculated. Notification must be given to the other Party before applying any charges. Any charges to be applied to Intrado Comm via the interconnection agreement must be developed through the Section 252 process with approval by the Commission. AT&T's proposed language would allow AT&T to arbitrarily develop rates and post those rates on its website. AT&T's language would also impose unspecified tariff charges on Intrado Comm. Any rates to be imposed on Intrado Comm must be developed pursuant to the process established by Sections 251 and 252, and must be set forth in the interconnection agreement. Intrado Comm cannot agree to pay for services or products when it does not know the rate to be charged. There must be some parameters on AT&T's ability to impose rates on Intrado Comm.

Issue 30(a): Should the definitions of Central Office Switch and Tandem Office Switch include selective routers or 911/E911 tandem switches?

Intrado Comm Position:

The Parties have resolved this issue.

Issue 30(b): Should the definition of Tandem Office Switch include emergency call routing?

Intrado Comm Position:

The Parties have resolved this issue.

Issue 31: How should the term “End User” be defined in the ICA?

Intrado Comm Position:

The Parties have resolved this issue.

Issue 32: Should the term “Offers Service” be defined in the ICA? If so, what is the appropriate definition?

Intrado Comm Position:

The Parties have resolved this issue.

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

Intrado Comm Position:

Yes. In connection with the Parties’ negotiations for an Ohio interconnection agreement, the Parties agreed to language to address Intrado Comm’s concerns with AT&T’s proposed UNE language. Intrado Comm sought to ensure that AT&T would provide UNEs to Intrado Comm at parity to itself and other telecommunications carriers to which AT&T provides UNEs consistent with the FCC’s rules. This issue remains open, however, because AT&T is unwilling to include

that language in the Parties' Florida interconnection agreement. The language agreed upon is not "state-specific" and is consistent with the FCC's requirements. There is no reason the same language cannot be used in the Parties' Florida interconnection agreement.

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

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

Intrado Comm Position:

AT&T has proposed language that would permit it to charge Intrado Comm for "non-standard" collocation requests made by Intrado Comm. Once AT&T provides one provider with a certain arrangement, it should no longer be considered "non-standard" and subject to varying costs based on AT&T's independent determination. AT&T should not be permitted to impose "non-standard" charges on Intrado Comm for arrangements that AT&T has provided to other service providers. The FCC has found that if a particular method of interconnection or collocation 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. AT&T should not be permitted to impose arbitrary costs on Intrado Comm when AT&T has already provided a similar arrangement to another provider.

Issue 35): Should the Parties' interconnection agreement reference applicable law rather than incorporate certain appendices which include specific terms and conditions for all services?

Intrado Comm Position:

In connection with their Ohio negotiations, the Parties agreed that certain appendices should be included in the interconnection agreement rather than indicating that the services

governed by those appendices would be provided pursuant to applicable law. Thus, the Parties have agreed to incorporate certain appendices into the Ohio interconnection agreement governing services such as local number portability, rights-of-way, numbering, directory assistance, etc. Intrado Comm seeks to include those same provisions in the Parties' Florida interconnection agreement. The services governed by the appendices are equally relevant to Florida, and AT&T has not demonstrated a state-specific reason why the agreed upon terms and conditions for local number portability, numbering, directories, etc. cannot be used in Florida.

Issue 36: **Should the Parties identify, by capitalization or some other means, terms that have been formally defined in the ICA?**

Intrado Comm Position:

The interconnection agreement defines certain terms, but AT&T's language 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. This will reduce disputes between the Parties as to the meaning of certain terms.

E. PENDING MOTIONS

None at this time. Intrado Comm reserves its right to raise motions at the Pre-Hearing Conference or at the Hearing. 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

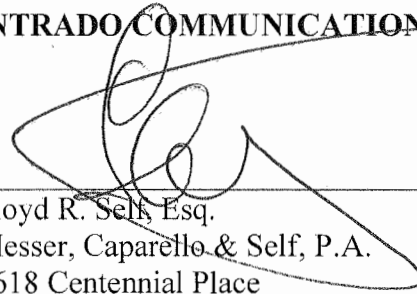
None at this time.

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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