

Dorothy Menasco

080134-TP

From: Ann Bassett [abassett@lawfla.com]
Sent: Tuesday, August 11, 2009 4:38 PM
To: Filings@psc.state.fl.us
Subject: Docket No. 080134-TP
Attachments: 2009-08-11, 080134 Intrado's Revised Prehearing Statement.pdf; 2009-08-11, 080134, Revised Prehearing Statement.doc

The person responsible for this electronic filing is:

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The Docket No. is 080134-TP, Petition by Intrado Communications, Inc. for arbitration to establish an interconnection agreement with Verizon Florida LLC, pursuant to Section 252(b) of the Communications Act of 1934, as amended, and Section 364.162, F.S.

This is being filed on behalf of Intrado Communications Inc.

Total Number of Pages is 16

Revised Intrado Communications Inc.'s Prehearing Statement.

The document is also attached in MS Word Format.

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DOCUMENT NUMBER-DATE
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 FPSC-COMMISSION CLERK

8/11/2009

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August 11, 2009

VIA ELECTRONIC FILING

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Commission Clerk and Administrative Services
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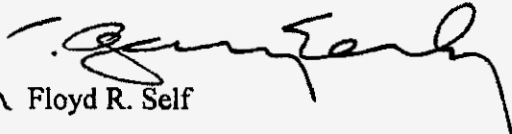
Re: Docket No. 080134-TP

Dear Ms. Cole:

Enclosed for filing on behalf of Intrado Communications Inc. is an electronic version of Revised Intrado Communications Inc.'s Prehearing Statement in the above referenced docket.

Thank you for your assistance with this filing.

Sincerely yours,


for Floyd R. Self

FRS/amb

Enclosures

cc: Rebecca Ballesteros, Esq.
Parties of Record

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DOCUMENT NUMBER-DATE

08354 AUG 11 09

FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Intrado Communications Inc.)
for arbitration to establish an interconnection)
agreement with Verizon Florida LLC, pursuant)
to Section 252(b) of the Communications Act)
of 1934, as amended, and Section 364.12, F.S.)

Docket No. 080134-TP

Filed: August 5, 2009
(re-filed August 11, 2009)

REVISED INTRADO COMMUNICATIONS INC. PREHEARING STATEMENT

Intrado Communications Inc. ("Intrado Comm"), by its attorneys and pursuant to Order No. PSC-08-0745-PCO-TP issued November 12, 2008 and Order No. 09-0189-PCO-TP issued March 27, 2009, submits the following Revised Prehearing Statement in the above-captioned docket.

A. WITNESSES

| <u>WITNESS</u> | <u>SUBJECT MATTER</u> | <u>UNRESOLVED ISSUES COVERED</u> |
|--|--|---|
| Thomas Hicks (Direct and Panel Rebuttal) | Services to be provided; points of interconnection; trunking and traffic routing arrangements; inter-selective router trunking; initiation of interconnection; forecasting; interoperability; definitions | 3, 4, 12, 14 (technical perspective) 6, 9, 13, 15, 53 |
| Eric Sorensen (Direct and Panel Rebuttal) | History and background of Intrado Comm; competitive issues; pricing; incorporation of and references to tariffs; amendment of agreement; reservation of rights to bill charges; qualification of waivers for charges Policy discussion of points of interconnection, trunking and traffic routing arrangements, inter-selective router trunking, and interoperability | 3, 4, 12, 14 (policy perspective) 34, 35, 36, 46, 47, 49, 52 |

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) | Intrado Comm Florida Price List (June 9, 2009) |
| | | Exhibit No. _____ (TH-2) | Verizon Template Interconnection Agreement |
| | | Exhibit No. _____ (TH-3) | NRIC Findings and Recommendations |
| | | Exhibit No. _____ (TH-4) | NENA 911 Tutorial |
| | | Exhibit No. _____ (TH-5) | Verizon E-911 Activation Guide |
| | | Exhibit No. _____ (TH-6) | NENA Recommendations |
| | | Exhibit No. _____ (TH-7) | NENA Master Glossary (portions) |
| | | Exhibit No. _____ (TH-8) | Diagrams |
| Sorensen (Direct) | Eric Sorensen | Exhibit No. _____ (ES-1) | West Virginia 911 Order |
| | | Exhibit No. _____ (ES-2) | Intrado Comm Ohio Certification Order and Rehearing Order |
| | | Exhibit No. _____ (ES-3) | AT&T Ohio Arbitration Award |
| | | Exhibit No. _____ (ES-4) | AT&T Ohio Order on Rehearing |
| | | Exhibit No. _____ (ES-5) | AT&T North Carolina Recommended |

| <u>Witness</u> | <u>Proffered By</u> | <u>I.D. No.</u> | <u>Description</u> |
|----------------|---------------------|------------------------------|--|
| | | | Arbitration Order |
| | | Exhibit No. _____ (ES-6) | 911 Text Messaging Press Release |
| | | Exhibit No. _____ (ES-7) | CBT Ohio Order on Rehearing |
| | | Exhibit No. _____ (ES-8) | Verizon Florida 911 Tariff |
| | | Exhibit No. _____ (ES-9) | Verizon Indiana ICA Filing Decision |
| | | Exhibit No. _____ (ES-10) | Verizon-INDigital ICA |
| | | Exhibit No. _____ (ES-11) | Verizon Indiana Denial of Reconsideration |
| | | Exhibit No. _____ (ES-12) | Embarq Ohio Arbitration Award |
| | | Exhibit No. _____ (ES-13) | SCC Illinois Arbitration Award |
| | | Exhibit No. _____ (ES-14) | Verizon West Virginia Transcript (portions) |
| | | Exhibit No. _____ (ES-15) | Verizon Illinois Staff Testimony (Hoagg) |
| | | Exhibit No. _____ (ES-16) | Verizon Illinois Staff Testimony (Stewart) |
| | | Exhibit No. _____ (ES-17) | Verizon West Virginia Recommended Arbitration Award |
| | | Exhibit No. _____ (ES-18) | Verizon West Virginia Arbitration |

| <u>Witness</u> | <u>Proffered By</u> | <u>I.D. No.</u> | <u>Description</u> |
|------------------------------------|-----------------------------------|---------------------------------|---|
| | | | Order |
| | | Exhibit No. _____ (ES-19) | Verizon Massachusetts Arbitration Award |
| | | Exhibit No. _____ (ES-20) | Intrado Comm Interconnection Rates |
| | | Exhibit No. _____ (ES-21) | CBT Ohio Arbitration Award |
| | | Exhibit No. _____ (ES-22) | Verizon Ohio Transcript (portions) |
| | | Exhibit No. _____ (ES-23) | Table of Citations |
| | | Exhibit No. _____ (ES-24) | Diagrams |
| Sorensen/Hicks (Panel Rebuttal) | Eric Sorensen and Thomas Hicks | Exhibit No. _____ (ES/TH-25) | Verizon Ohio Arbitration Award |

C. BASIC POSITION

Intrado Comm is authorized as a competitive local exchange carrier (“CLEC”) to provide regulated telecommunications services in Florida. In order to offer its innovative 911/E-911 services, Intrado Comm must first establish mutually beneficial interconnection and interoperability arrangements with incumbents like Verizon Florida LLC (“Verizon”) who control access to the public switched telephone network (“PSTN”). The interconnection Intrado Comm seeks with Verizon will allow Verizon’s end users to reach Intrado Comm’s end users and vice versa. Interconnection with Verizon is essential to permit Intrado Comm to meet the primary 911/E-911 service needs of its Florida customers: (1) to ensure Intrado Comm’s public safety answering point (“PSAP”) customers receive 911 calls from all users of wireline, wireless,

voice over Internet Protocol (“VoIP”), and other future types of services; and (2) to ensure Intrado Comm’s enterprise customers are able to reach the appropriate PSAP responsible for providing emergency response to the location of the enterprise end user whether that PSAP is served by Intrado Comm or another carrier.

Establishment of appropriate network interconnection arrangements is a key component for Intrado Comm’s provision of service to its Florida customers. Verizon itself has decided that interconnection arrangements for the provision of 911 services should be different from those used for plain old telephone service (“POTS”) traffic, and these network arrangements have been embraced by the Federal Communications Commission (“FCC”) and other state commissions. Specifically, Verizon requires all CLECs and wireless carriers to interconnect at the appropriate selective router, *i.e.*, the Verizon selective router serving the Verizon PSAP customer to which the 911 call is destined. Further, Verizon’s template interconnection agreement mandates the use of dedicated direct trunks for the transmission of 911 calls to the selective router serving the PSAP to which the 911 call is directed.

Verizon’s own practices (as well as those of incumbents operating in other geographic areas) have established the standard for 911 services and defined the appropriate network arrangements to be used for the exchange of 911/E-911 traffic in a competitive market. The interconnection arrangements sought by Intrado Comm here are the same that Verizon and other incumbents have established for themselves. If Intrado Comm is denied access to physical interconnection arrangements that are at least equal in quality to what Verizon has established for its own 911 services today, Florida PSAPs and enterprise customers will not realize the benefits of competition intended by the Communications Act of 1934, as amended (“Act”).

D. ISSUES AND POSITIONS

Issue 3: Where should the points of interconnection be located and what terms and conditions should apply with regard to interconnection and transport of traffic?

Intrado Comm Position:

When Intrado Comm is the 911/E-911 service provider, the point of interconnection (“POI”) should be located on Intrado Comm’s network at the Intrado Comm selective router serving the PSAP to which the 911 call is directed, and Verizon should be responsible for delivering the 911 call to Intrado Comm’s network. Likewise, when Verizon is the 911/E-911 service provider, the POI should be located on Verizon’s network at the Verizon selective router serving the PSAP to which the 911 call is directed, and Intrado Comm should be responsible for delivering the 911 call to Intrado Comm’s network. Such an arrangement would be consistent with FCC decisions, other state commission decisions, other state 911 network architecture requirements, and current industry practice for 911 interconnection.

**Issue 4: (a) Should the Parties implement inter-selective router trunking?
 (b) If so, what terms and conditions should govern PSAP-to-PSAP call transfers using inter-selective router trunking?**

Intrado Comm Position:

Yes, the Parties should implement inter-selective router trunking arrangements to ensure that 911 calls can be transferred between the Parties’ networks and consequently, between the Parties’ PSAP customers. For 911 calls exchanged via inter-selective router trunks, Verizon should deliver 911 calls destined for Intrado Comm’s PSAP customers to Intrado Comm’s network and Intrado Comm should deliver 911 calls destined for Verizon’s PSAP customers to Verizon’s network. To facilitate 911 call transfers, the Parties should work together to ensure

the other Party is notified when changes are made to dial plans that might affect PSAP call transfers, so emergency call transfers are assured to route to the appropriate PSAP.

Issue 6: **Should requirements be included in the ICA on a reciprocal basis for forecasting?**

Intrado Comm Position:

Yes, reciprocal forecasting is necessary to ensure that the Parties have ample equipment engineered, furnished, and installed to accommodate both immediate and anticipated growth, without experiencing implementation delays. Given that forecasts will be used to support the mutual exchange of 911 traffic between the Parties' networks, there is no reason the forecasting obligation should not apply equally to both Parties.

Issue 9: **What terms and conditions should govern how the Parties will initiate interconnection?**

Intrado Comm Position:

Both Parties should be required to provide certain information to the other Party to facilitate interconnection. Intrado Comm understands that it must share certain information with Verizon prior to the implementation of interconnection arrangements, but also seeks the same information from Verizon. Given the importance of 911 services, the Parties will be required to work together to ensure adequate 911 arrangements are implemented to support the mutual exchange of 911/E-911 traffic between the Parties' networks.

Issue 12: **How will the Parties route 911/E-911 calls to each other?**

Intrado Comm Position:

Verizon should be required to establish dedicated direct trunks from the end office of its 911 caller customers to the Intrado Comm selective router serving the Intrado Comm PSAP customer to which the 911 call is directed. This arrangement reflects the network arrangement

designed by Verizon for completion of its customers' 911 calls and CLEC/wireless carrier customers' 911 calls made to Verizon PSAP customers. Verizon also should be required to implement certain minimum arrangements for routing 911/E-911 calls destined for Intrado Comm's PSAP customers similar to the arrangements Verizon requires other carriers to utilize when delivering 911/E-911 calls destined for Verizon's PSAP customers.

Issue 13: **Should the ICA include a description of Verizon's 911/E-911 facilities? If so, what is the appropriate description?**

Intrado Comm Position:

Yes, the interconnection agreement should include a description of Verizon's 911/E-911 facilities that mirrors the description used for Intrado Comm's 911/E-911 facilities. Given that the interconnection agreement addresses the interconnection of competing 911/E-911 networks, any proposed language describing these network components should be reciprocal.

Issue 14: **Should the ICA include a provision for maintaining ALI steering tables? If so, what provisions should be included?**

Intrado Comm Position:

Yes, the interconnection agreement should include a provision for maintaining automatic location information ("ALI") steering tables to ensure that accurate and up-to-date ALI is displayed when a wireless, IP-enabled, or VoIP 911/E-911 call is transferred between the Parties' networks. The value of call transfer functionality would be greatly diminished without the ability for the PSAP to access the ALI associated with the 911 call. If the Parties do not maintain the necessary information to support the display of ALI at the PSAP location receiving a transferred call, misdirected 911 calls may not receive the prompt attention and timely response they deserve.

Issue 15: **Should certain definitions related to the Parties' provision of 911/E-911 service be included in the ICA and what definitions should be used?**

Intrado Comm Position:

There are six definitions at issue between the Parties:

- (1) definition of "Automatic Number Information" or "ANI" - the industry-standard definition of ANI should be included in the Parties' interconnection agreement;
- (2) definition of "911/E-911 Service Provider" - the definition should reflect that the POI is on Intrado Comm's network when Intrado Comm is the 911/E-911 service provider;
- (3) definition of "911 Tandem/Selective Router" - the definition should indicate that a 911 Tandem/Selective Router both routes and terminates originating end user 911/E-911 calls to a PSAP and transfers 911/E-911 calls between PSAPs, and should not include language specifically addressing how 911 Tandem/Selective Routers function within Verizon's network;
- (4) definition of "Point of Interconnection" or "POI" - the definition should reflect that the POI is on Intrado Comm's network when Intrado Comm is the 911/E-911 service provider;
- (5) definition of "Verizon 911 Tandem/Selective Router" and (6) definition of "Verizon 911 Tandem/Selective Router Interconnection Wire Center" - these definitions should be excluded from the interconnection agreement because they are unnecessary and repetitive of the general definitions for these terms.

Issue 34: (a) What will Verizon charge Intrado Comm for 911/E-911 related services?

Please see Issues 35(a) and (b) below.

Issue 34: (b) What will Intrado Comm charge Verizon for 911/E-911 related services?
(c) Should Intrado Comm's proposed interconnection rates be adopted?

Intrado Comm Position:

Intrado Comm's proposed interconnection rates should be included in the interconnection agreement to govern Verizon's interconnection to Intrado Comm's network when Intrado Comm

is the designated 911/E-911 service provider. Intrado Comm's proposed rates are reasonable, and Intrado Comm is under no obligation to mirror Verizon's rates.

Issue 35: (a) Should all "applicable" tariff provisions be incorporated in the ICA?
(b) Should tariffed rates apply without a reference to the specific tariff?

Intrado Comm Position:

As a CLEC, 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, *i.e.*, based on the TELRIC methodology. Verizon should not be permitted to impose unspecified tariffed rates on Intrado Comm that may have been developed outside of the Section 252 process. Intrado Comm understands that some pricing may be outside of Section 252/TELRIC standards. If the relevant pricing for non-252(d)(1) services (*i.e.*, non-TELRIC services) is set forth in a tariff, however, the interconnection agreement must contain a specific reference to the tariff for that service rather than a generic reference to "applicable" tariffed rates as Verizon suggests.

Issue 35(c): Should tariffed rates automatically supersede the rates contained in Pricing Attachment, Appendix A without a reference to the specific tariff?

Intrado Comm Position:

No. Any charges to be imposed on either Party should be specifically set forth in the Pricing Appendix to the interconnection agreement, including any references to a particular tariff charge. Intrado Comm needs certainty in the Parties' interconnection relationship with respect to the rates Verizon seeks to impose on it. Tariffs should not control over specifically-stated rates in the interconnection agreement especially if those tariffs are not otherwise referenced or mentioned in the interconnection agreement.

Issue 35(d): Should Verizon's proposed language in Pricing Attachment Section 1.5 with regard to "TBD" rates be included in the ICA?

Intrado Comm Position:

No. Any charge listed as “TBD” in the Pricing Appendix should be developed pursuant to the pricing methodologies set forth in Section 251 and 252 of the Act and be subject to Commission approval unless the charge is not subject to 252(d) pricing standards. Verizon’s proposed language would allow Verizon to automatically supersede any rates marked as “TBD” in the Pricing Attachment with tariff charges, which may or may not be developed pursuant to the requirements of Sections 251 and 252 of the Act.

Issue 36: May Verizon require Intrado Comm to charge the same rates as, or lower rates than, the Verizon rates for the same services, facilities, and arrangements?

Intrado Comm Position:

No, Intrado Comm objects to Verizon’s attempt to cap Intrado Comm’s rates. Verizon’s proposed language is one-sided and could have the effect of forcing Intrado Comm to lower its rates without competitive justification. Other than reciprocal compensation (which is not at issue here), there is no requirement that Intrado Comm mirror Verizon’s rates for interconnection and other services Intrado Comm may provide to Verizon.

Issue 46: Should Intrado Comm have the right to have the agreement amended to incorporate provisions permitting it to exchange traffic other than 911/E-911 calls?

Intrado Comm Position:

Yes, the negotiation and arbitration of interconnection agreements requires a significant amount of time and resources, both from the parties to the interconnection agreement and from state regulators. If Intrado Comm decides to offer additional telephone exchange services in the future, the Parties should build on what they have accomplished already and incorporate any

additional provisions necessary to support the provision of the additional services to be offered by Intrado Comm rather than start from scratch.

Issue 47: **Should the term “a caller” be deleted from Section 1.1.1 of the 911 Attachment to the ICA?**

Intrado Comm Position:

Yes. Verizon’s inclusion of the term “a caller” in Section 1.1.1 of the 911 Attachment appears to be an attempt to inappropriately limit the scope of 911/E-911 arrangements. Verizon has indicated that the term is intended to be limited to “fixed line subscriber dial tone” customers of Verizon. The Verizon-proposed inclusion of “a caller” is too restrictive because it fails to take into account other ways people may reach emergency personnel (*e.g.*, wireless callers, VoIP callers) and is inconsistent with the types of 911/E-911 calls that PSAP customers expect to be able to receive from their 911 service provider.

Issue 49: **Should the waiver of charges for 911 call transport, 911 call transport facilities, ALI database, and MSAG be qualified as proposed by Intrado Comm by other provisions of the Agreement?**

Intrado Comm Position:

Yes. Inclusion of Intrado Comm’s language would ensure each Party’s ability to bill the other Party would be limited to the requirements contained in the interconnection agreement and the rates contained in the Pricing Attachment, to the extent such requirements or rates applied.

Issue 52: **Should the reservation of rights to bill charges to 911 Controlling Authorities and PSAPs be qualified as proposed by Intrado Comm by “To the extent permitted under the Parties’ Tariffs and Applicable Law”?**

Intrado Comm Position:

Yes. Intrado Comm’s proposed language ensures that neither Party will rely on the interconnection agreement to support the provision of services outside Commission-approved rates or Commission regulation for their retail services to 911 Controlling Authorities (*i.e.*,

counties or PSAPs). Without Intrado Comm's suggested qualification, either Party may argue that the agreement permits a Party to bill Florida public safety agencies for a range of services even if the Party no longer provides those services, which is inconsistent with Florida law.

Intrado Comm's language does not restrict either Party's ability to charge PSAPs for services the Party actually provides.

Issue 53: **Should 911 Attachment § 2.5 be made reciprocal and qualified as proposed by Intrado Comm?**

Intrado Comm Position:

Whether an entity has a right to deliver calls to a PSAP is a matter outside of the Parties' Section 251(c) interconnection agreement and therefore Section 2.5 and Verizon's proposed companion Section 2.6 should be stricken. At a minimum, however, the language in both provisions should be exactly the same to ensure a truly reciprocal arrangement and qualified to reflect that the PSAP (as the customer of record) should drive how 911/E-911 traffic is to be delivered to it, not Verizon.

E. PENDING MOTIONS

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 may be resolved prior to the Hearing, 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.

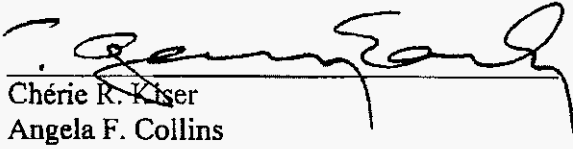
Respectfully submitted,

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Its Attorneys

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served on the following parties by U. S. Mail and e-mail this 11th day of August, 2009.

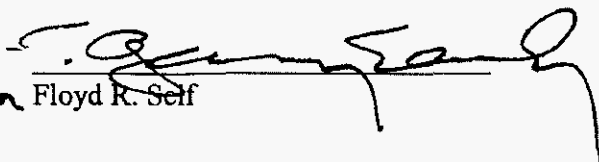
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