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August 19, 2009

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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. 080134-TP

Dear Ms. Cole:

Enclosed for filing on behalf of Intrado Communications Inc. is an electronic version of Intrado Communications Inc.'s Response to Verizon Motion to Add Issues and Establish a New Hearing Date in the above referenced docket.

Thank you for your assistance with this filing.

Sincerely yours,

for [Signature]
Floyd R. Self

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Enclosure
cc: Cherie Kiser, Esq.
Parties of Record

DOCUMENT NUMBER-DATE

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 19th day of August, 2009.

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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In the Matter of the Petition)	
of Intrado Communications Inc. for Arbitration)	
Pursuant to Section 252(b) of the Communications Act)	Docket No. 080134-TP
of 1934, as amended, and Section 364.162, Florida)	Filed: August 19, 2009
Statutes, to Establish an Interconnection Agreement with)	
Verizon Florida LLC)	
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**INTRADO COMMUNICATIONS INC. RESPONSE TO
VERIZON MOTION TO ADD ISSUES AND ESTABLISH A NEW HEARING DATE**

Intrado Communications Inc. ("Intrado Comm"), by its attorneys, hereby respectfully submits its Response to the Motion to Add New Issues and Establish a New Hearing Date ("Motion") filed by Verizon Florida LLC ("Verizon") in the above-referenced arbitration proceeding. Verizon's Motion should be denied, and the Florida Public Service Commission ("Commission") should move forward with the arbitration proceeding pursuant to the schedule previously established by the Commission.¹

Verizon has not provided any factual or legal justification for its request to add issues to this proceeding. Verizon would have the Commission believe that Intrado Comm's rebuttal testimony is the first time that Verizon learned of Intrado Comm's Enterprise 911 Service offering.² As shown below, however, Intrado Comm's Enterprise 911 Service offering has been

¹ See *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., Order No. PSC-09-0189-PCO-TP, Order Modifying Procedure (March 27, 2009);* *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., Order No. PSC-08-0745-PCO-TP, Order Establishing Procedure (Nov. 12, 2008).*

² Verizon Motion at 3. Intrado Comm's Enterprise 911 Service offering provides enterprise customers, such as large business users, 911 services that permit them to originate a 911 call and have it terminated to the public safety answering point ("PSAP") designated to serve the location of the enterprise customer. See Intrado Comm Response to Verizon Interrogatory Request Nos. 3 and 5 (Attachment 1).

discussed at length in Intrado Comm's previous filings in this docket. Verizon's expressions of surprise are belied by the fact that Verizon specifically addressed Intrado Comm's Enterprise 911 Service offering in its rebuttal testimony.³ Verizon's Motion is a belated attempt to challenge Intrado Comm's entitlement to Section 251(c) interconnection, which is not permitted under the Communications Act of 1934, as amended ("Act"), and is inconsistent with Verizon's own statements as to how it would treat Intrado Comm. Accordingly, Verizon's request to add issues should be denied.

Further, Verizon's request for additional discovery and a delay in the hearing date should be rejected. This matter has been before the Commission for nearly a year and a half. It has been held in abeyance, and has been delayed to allow consideration of a motion for summary judgment that was withdrawn in the face of a negative staff recommendation. Verizon's latest motion is but another attempt by Verizon to delay Intrado Comm's entry into the Florida market, and shield from competition its entrenched monopoly over the provision of 911/E-911 services in its Florida service territory. Any further delay in this proceeding is highly prejudicial to Intrado Comm because Intrado Comm needs a mutually beneficial interconnection agreement in place with Verizon in order to compete on a level playing field for Verizon's public safety and enterprise customers in Florida. Verizon has not shown good cause to further delay this proceeding, and therefore its Motion should be denied.

I. VERIZON'S REQUEST TO ADD NEW ISSUES OR SEEK ADDITIONAL DISCOVERY SHOULD BE DENIED

The sole basis for Verizon's request to add new issues to this arbitration proceeding and to pursue additional discovery is the so-called "allegations" contained in Intrado Comm's

³ See, e.g., Verizon Rebuttal Testimony at 8-9 (relevant portions in Attachment 4).

rebuttal testimony regarding Intrado Comm's Enterprise 911 Service.⁴ Verizon claims that Intrado Comm's rebuttal testimony "substantially change[d]" Intrado Comm's request for interconnection and created new disputes that should be specifically included in the arbitration.⁵ This is simply not true. Intrado Comm's Enterprise 911 Service is not "new," and the existence of the service does not change Intrado Comm's request for interconnection or arbitration, or support Verizon's request for additional discovery.

A. Intrado Comm's Enterprise 911 Service Has Been Raised in Every Filing Made by Intrado Comm in this Proceeding

Verizon's attempt to characterize Intrado Comm's rebuttal testimony and its Enterprise 911 Service as a "reversal" of Intrado Comm's position and an "after-the-fact" change in Intrado Comm's request for interconnection should be rejected.⁶ Nothing in Intrado Comm's rebuttal testimony or its discussion of its Enterprise 911 Service offering that was provided to Verizon *more than three months prior to the filing of rebuttal testimony* conflicts with Intrado Comm's prior statements in this proceeding. In fact, Intrado Comm's Enterprise 911 Service offering has been discussed in every filing made by Intrado Comm in this proceeding to date.

Intrado Comm's 911 Enterprise Service offering was referenced for the first time in Intrado Comm's March 2008 Petition for Arbitration, in which Intrado Comm indicated that it would provide services "to end users such as public safety agencies or governmental 911 authorities, VoIP service providers, and other wireline, wireless, and telematics service providers."⁷ The Petition for Arbitration noted that Intrado Comm would aggregate and

⁴ Verizon Motion at 1.

⁵ Verizon Motion at 3.

⁶ Verizon Motion at 4.

⁷ Intrado Comm Petition for Arbitration at 6 (relevant portions in Attachment 2).

transport 911 call traffic from the end users of wireline, wireless, VoIP, and telematics service providers to the appropriate PSAP, which may be Intrado Comm's PSAP customer, a Verizon PSAP customer, or another third-party carrier's PSAP customer.⁸ The Enterprise 911 Service offering was mentioned again in Intrado Comm's Response to Verizon's Motion for Summary Final Order filed on March 27, 2009. Specifically, Intrado Comm noted that the Commission had not previously "considered the fact that Intrado Comm will provide services to telematics providers (such as OnStar) and private branch exchange ("PBX") owners who originate 911 calls."⁹

In April 2009, Intrado Comm again included information regarding its Enterprise 911 Service offering in its responses to Verizon's first set of interrogatories. While Verizon's Motion focuses on Intrado Comm's response to Interrogatory No. 4,¹⁰ Verizon appears to ignore Intrado Comm's responses to Interrogatory Nos. 3 and 5, in which Intrado Comm specifically discussed its Enterprise 911 Service offering.¹¹ In response to Verizon's question regarding the services Intrado Comm plans to provide in Verizon's Florida service territory, Intrado Comm answered that it planned to provide 911 services to PSAPs as well as to enterprise customers to provide those customers access to their designated PSAP.¹² Likewise, in response to Verizon's question whether Intrado Comm's service offerings permit Intrado Comm's customers to place outgoing calls, Intrado Comm once again answered based on its Enterprise 911 Service offering

⁸ Intrado Comm Petition for Arbitration at n.12 (relevant portions in Attachment 2).

⁹ Intrado Comm Response to Verizon Motion for Summary Final Order at n.28 (relevant portions in Attachment 3).

¹⁰ Verizon Motion at 2.

¹¹ Intrado Comm Response to Verizon Interrogatory Requests Nos. 3 and 5 (Attachment 1).

¹² Intrado Comm Response to Verizon Interrogatory Request No. 3 (Attachment 1).

as well as its services provided to PSAPs, and indicated that both service offerings permitted outgoing calls.¹³

Finally, Intrado Comm discussed its Enterprise 911 Service offering at length in its Direct Testimony filed on June 24, 2009, including how the service provides for call origination.¹⁴ Intrado Comm also included a copy of its current price list outlining the service as an exhibit to its direct testimony.¹⁵ Despite the claims made in its Motion,¹⁶ Verizon was well aware of Intrado Comm's Enterprise 911 Service offering well before the filing of Intrado Comm's rebuttal testimony. Indeed, Verizon's own rebuttal testimony confirms this fact in that it directly addresses Intrado Comm's Enterprise Service offering.¹⁷ Thus, Verizon's argument that Intrado Comm's Enterprise 911 Service was "newly" included in Intrado Comm's rebuttal testimony is blatantly wrong.

B. The Existence of Intrado Comm's Enterprise 911 Service Does Not Require a New Interconnection or Arbitration Request

As discussed above, Verizon is wrong that Intrado Comm's Enterprise 911 Service is "newly announced" and was raised for the first time in rebuttal testimony.¹⁸ Intrado Comm's

¹³ Intrado Comm Response to Verizon Interrogatory Request No. 5 (Attachment 1). Verizon's claim that Intrado Comm never supplemented or amended its interrogatory responses is without merit. *See* Verizon Motion at 2, n.7. In its April 27, 2009 interrogatory responses, Intrado Comm provided the citation to its Florida price list effective as of the date of Intrado Comm's responses, and discussed its "plans" to offer various services in Florida. As discussed below, Intrado Comm's revised price list including the "planned" service discussed in the interrogatory responses was included as an exhibit with Mr. Hicks' Direct Testimony filed June 24, 2009. Thus, Intrado Comm did "supplement" and "amend" its response prior to hearing as requested by Verizon.

¹⁴ *See, e.g.*, Direct Testimony of Thomas W. Hicks at 7 (lines 3-10); Direct Testimony of Eric Sorensen at 4 (lines 8-12), 4 (lines 18-20), 8 (lines 13-15), 9 (lines 20-21), 10 (lines 16-20), 12 (line 15) to 13 (line 3), 13 (lines 13-14), 13 (lines 20-22) (relevant portions in Attachment 5).

¹⁵ Direct Testimony of Thomas W. Hicks at Exhibit TH-1 (relevant portions in Attachment 5).

¹⁶ Verizon Motion at 3.

¹⁷ *See, e.g.*, Verizon Rebuttal Testimony at 8-9 (referring to Mr. Hicks' direct testimony and Intrado Comm's price list attached as Exhibit TH-1 to Mr. Hicks' direct testimony) (relevant portions in Attachment 4).

¹⁸ Verizon Motion at 3, 4.

service offering to enterprise customers was contemplated and included in its original Petition for Arbitration filed in March 2008. Thus, there is no factual support for Verizon's contention that Intrado Comm must submit a new request for interconnection and a new petition for arbitration governing that service offering.

Nor is there any legal support for Verizon's request. Interconnection requests are not based on the specific services to be offered. Rather, the threshold question is whether the interconnection request comes from a telecommunications carrier for the provision of telephone exchange services (251(c) interconnection)¹⁹ or from a telecommunications carrier for interconnection to other telecommunications carriers' facilities and equipment (251(a) interconnection).²⁰ Under Verizon's theory, a competitor would be required to re-request interconnection (and likely re-arbitrate an interconnection agreement) every time it included a new service offering in its tariff/price list or offered its customers a new capability. Such an outcome would be nonsensical.

Verizon's approach also conflicts with federal law. For example, once interconnection is obtained pursuant to 251(a)(1) or 251(c)(2), a carrier may offer both telecommunications services and information services through that arrangement.²¹ The Federal Communications Commission ("FCC") determined that this interpretation of the Act allowed "competitors the opportunity to compete effectively with the incumbent by offering a full range of services to end users without having to provide some services inefficiently through distinct facilities or

¹⁹ 47 U.S.C. § 251(c).

²⁰ 47 U.S.C. § 251(a).

²¹ 47 C.F.R. § 51.100(b).

agreements.”²² The FCC concluded that it would be contrary to the pro-competitive spirit of the Act and would increase transaction costs for the competitor if it were precluded from offering other services in competition with the incumbent via the same interconnection arrangement.²³

There are numerous other federal rules that also undermine Verizon’s position. For example, incumbents like Verizon are not permitted to charge varying rates for network elements based on the type of services to be provided by the requesting carrier.²⁴ The FCC determined that “there is no evidence that the cost of providing [interconnection and unbundled elements] varies with the class of service the [requesting] telecommunications carrier is providing to its end-user customers.”²⁵ In addition, incumbents are not permitted to limit the availability of 252(i) interconnection agreement adoptions to only those requesting carriers providing the same service as the party to the original agreement.²⁶ The FCC determined that “the type of service provided by a carrier does not necessarily bear a direct relationship with the costs incurred by the [incumbent local exchange carrier] to interconnect with that carrier or on whether interconnection is technically feasible.”²⁷ Thus, there is no basis for Verizon’s attempt to require Intrado Comm to make a new interconnection request (and likely a new arbitration request) based on Intrado Comm’s provision of 911 services to enterprise customers.

²² *Implementation of the Local Competition Provisions in the Telecommunications Act 1996; Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers*, 11 FCC Rcd 15499, ¶ 995 (1996) (“*Local Competition Order*”) (intervening history omitted), *aff’d by AT&T Corp. v. Iowa Utils. Bd.*, 525 U.S. 366 (1999).

²³ *Local Competition Order* ¶ 995.

²⁴ 47 C.F.R. § 51.503(c).

²⁵ *Local Competition Order* ¶ 766.

²⁶ 47 C.F.R. § 51.809(a).

²⁷ *Local Competition Order* ¶ 1318.

C. Inclusion of Additional Arbitration Issues Would Violate Federal Law

Verizon's Motion to add new arbitration issues to this proceeding should also be rejected as a thinly veiled attempt to challenge Intrado Comm's right to Section 251(c) interconnection.²⁸ Verizon's request must be denied under federal law because the Act limits the Commission's review in a Section 252 arbitration to only those issues presented by the Parties for arbitration.²⁹ Specifically, under the Act, the party petitioning for arbitration (Intrado Comm in this situation) must identify the unresolved issues for which it seeks arbitration, and the respondent (Verizon in this situation) may designate additional issues for resolution by the state commission.³⁰ The Parties have already made such identifications as reflected in the Commission's November 12,

²⁸ Verizon Motion at 4.

²⁹ 47 U.S.C. § 252(b)(4)(A); *see also, e.g.*, Order No. PSC-04-0488-PCO-TP, at 2 (May 12, 2004) (recognizing the limits of 252(b)(4)(A)); *Petition of Cavalier Telephone LLC Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia, Inc. and for Arbitration*, 18 FCC Rcd 25887, ¶ 2 (2003) (noting that when standing in the shoes of a state commission, the Federal Communications Commission must "limit [its] consideration to only those issues" presented by the parties); *U.S. West Communications, Inc. v. Minnesota Public Utilities Commission*, 55, F. Supp. 2d 968, 976-77 (D. Minn. 1999) (finding that 252(b)(4)(A) "indicates that the [state commission] cannot independently raise an issue not raised by one of the parties"); Arizona Docket No. T-01051B-07-0693, *Qwest Corporation's Petition For Arbitration And Approval Of Amendment To Interconnection Agreement With Arizona Dialtone, Inc. Pursuant To Section 252(B) Of The Communications Act Of 1934, As Amended By The Telecommunications Act Of 1996 And Applicable State Laws*, Opinion and Order (Aug. 6, 2008) (acknowledging that "Section 252(b)(4)(A) limits the Commission's authority in an arbitration under § 252(b)"); Illinois Docket No. 04-0371, *Petition for Arbitration of an Amendment to an Interconnection Agreement with Illinois Bell Telephone Company Pursuant o Section 252(b) of the Communications Act of 1934, as Amended*, Amendatory Arbitration Decision (Oct. 28, 2004) ("The Commission can only resolve issues - which, in the context of Section 252, are precisely delineated disputes on points of fact, law or policy."); Kansas Docket No. 04-L3CT-1046-ARB, *Arbitration Between LEVEL 3 COMMUNICATIONS, LLC and SBC COMMUNICATIONS, INC., Pursuant to Section 252(b) of the Communications Act of 1934, as Amended by the Telecommunications Act of 1996, for Rates, Terms, and Conditions of Interconnection*, Arbitrator's Decision 10: Decision (Feb. 4, 2005) (recognizing that "Section 252(b)(4)(A) of the Act expressly prohibits State commissions from arbitrating issues other than those set forth for arbitration"); Ohio Case No. 04-1822-TP-ARB, *TelCove Operations, Inc.'s Petition for Arbitration Pursuant to Section 252(b) of the Communications Act of 1934, as Amended by the Telecommunications Act of 1996, and Applicable State Laws for Rates, Terms, and Conditions of Interconnection with Ohio Bell Telephone Company d/b/a SBC Ohio*, Arbitration Award (Jan. 25, 2000) (finding the parties' attempts to introduce new issues was "beyond the scope of [the] arbitration" based on the requirements of Section 252(b)(4)(A)); Tennessee Docket No. 04-00017, *Petition for Arbitration of Aeneas Communications, LLC with BellSouth Telecommunications, Inc.*, Order Denying Supplemental Petition for Arbitration (Jan. 6, 2006) (denying a request to add issues to the arbitration beyond those previously identified by the parties).

³⁰ 47 U.S.C. §§ 252(b)(2), (3).

2008 *Order Establishing Procedure*. Thus, the Commission must reject Verizon's claim that its newly proposed issues "are appropriate" simply because those issues were included in the AT&T and Embarq proceedings.³¹ Those issues were properly included in the AT&T and Embarq proceedings because they were issues identified for arbitration by the parties in those proceedings.

Further, Verizon has repeatedly indicated that it would treat Intrado Comm like any other competitor and therefore would not challenge Intrado Comm's entitlement to Section 251(c) interconnection. This is based on the agreement reached between Intrado Comm and Verizon³² and has been reflected in Intrado Comm's arbitrations with Verizon³³ in Delaware,³⁴ Illinois,³⁵

³¹ Verizon Motion at 4.

³² The issue of whether Intrado Comm is entitled to Section 251(c) interconnection is present in Intrado Comm's arbitration proceeding with Verizon in Texas due to a Texas commission rule permitting Administrative Law Judges to identify "threshold issues" to be addressed prior to other issues raised in the proceeding. *See, e.g.*, TEX. PUC INTERCONNECTION RULES § 21.61(a). The issue was not raised by Intrado Comm in its petition for arbitration. The Parties filed briefs on the issue in October and November 2007, and a decision is pending from the Administrative Law Judges.

³³ The issue of whether Intrado Comm is entitled to Section 251(c) interconnection is present in Intrado Comm's arbitration proceeding with Verizon before the Wireline Competition Bureau of the Federal Communications Commission (standing in the shoes of the Virginia commission) only by virtue of the Bureau's decision to consolidate the Intrado Comm/Verizon and Intrado Comm/Embarq Virginia arbitrations. The issue was not present in Intrado Comm's arbitration proceeding with Verizon before the Bureau because neither Intrado Comm (in its petition) nor Verizon (in its response) designated it as an issue for arbitration. *See, e.g.*, WC Docket No. 08-185, Petition of Intrado Communications of Virginia Inc. for Arbitration Pursuant to Section 252(b) of the Communications Act of 1934, as amended, to Establish an Interconnection Agreement with Verizon South Inc. and Verizon Virginia Inc. (collectively, "Verizon"), Reply of Intrado Communications of Virginia Inc. at 9-10 (filed Jan. 26, 2009), available at http://fjallfoss.fcc.gov/prod/ecfs/retrieve.cgi?native_or_pdf=pdf&id_document=6520194156. However, it was designated as an issue in Embarq/Virginia arbitration under review by the FCC similar to the arbitration with Embarq in Florida. Thus, the consolidated Embarq/Verizon arbitrations with Intrado Comm pending before the FCC include this issue solely by virtue of the Embarq arbitration.

³⁴ *See, e.g.*, Delaware Docket No. 08-61, *In the Matter of the Petition of Intrado Communications Inc. for the Arbitration of Unresolved Issues from the Interconnection Negotiations with Verizon Delaware LLC* (filed March 5, 2008), Direct Testimony on behalf of Verizon Delaware LLC at 9, lines 168-70, 173-75 (filed Nov. 3, 2008) ("Verizon agreed to negotiate and arbitrate an interconnection agreement with Intrado on the same basis it does with any CLEC. . . . Verizon's position here is that it will provide Intrado the same interconnection and other services it provides to any CLEC").

³⁵ *See, e.g.*, Illinois Docket No. 08-0550, *Intrado Inc. Petition for Arbitration pursuant to Section 252(b) of the Communications Act of 1934, as amended, to Establish an Interconnection Agreement with Verizon North, Inc. and Verizon South, Inc.*, Rebuttal Testimony on behalf of Verizon North, Inc. and Verizon South, Inc. at lines 168-

Maryland,³⁶ and North Carolina,³⁷ and its finalized arbitration proceedings with Verizon in Massachusetts,³⁸ Ohio,³⁹ and West Virginia.⁴⁰ Indeed, the West Virginia commission specifically noted that it would not address the issue given that it was not squarely raised by the Parties and Verizon had waived the issue by entering into interconnection agreement negotiations with Intrado Comm.⁴¹ Likewise, the Massachusetts commission found that, in

71 (filed Nov. 26, 2008) (stating that Intrado Comm “approached Verizon as a competitive local exchange carrier (“CLEC”) and Verizon agreed to negotiate and arbitrate an interconnection agreement with Intrado on the same basis it does with any CLEC”), available at <http://www.icc.illinois.gov/docket/files.aspx?no=08-0550&docId=131270>.

³⁶ See, e.g., Maryland Case 9138, *Petition of Intrado Communications Inc. for Arbitration to Establish an Interconnection Agreement with Verizon Maryland Inc. Pursuant to the Federal Telecommunications Act*, Panel Direct Testimony on behalf of Verizon Maryland Inc. at 9, lines 1-4 (noting that Intrado Comm “approached Verizon as a CLEC and Verizon agreed to negotiate and arbitrate an interconnection agreement with Intrado on the same basis it does with any CLEC”), available at http://webapp.psc.state.md.us/Intranet/Casenum/CaseAction_new.cfm?RequestTimeout=500.

³⁷ See, e.g., North Carolina Docket No. P-1187, Sub 3, *Petition of Intrado Communications Inc. for Arbitration with Verizon South Inc. d/b/a Verizon North Carolina*, Direct Testimony on behalf of Verizon South Inc. at 8, lines 152-54, 157-59 (filed Oct. 31, 2008) (“Verizon agreed to negotiate and arbitrate an interconnection agreement with Intrado on the same basis it does with any CLP. . . Verizon’s position here is that it will provide Intrado the same interconnection and other services it provides to any CLP”), available at <http://ncuc.commerce.state.nc.us/cgi-bin/webview/senddoc.pgm?dispfmt=&itype=Q&authorization=&parm2=9AAAAA80380B&parm3=000128292>

³⁸ See, e.g., Massachusetts DTC 08-09, *Petition of Intrado Communications Inc. for Arbitration pursuant to Section 252(b) of the Communications Act of 1934, as amended, to Establish an Interconnection Agreement with Verizon New England Inc. d/b/a Verizon Massachusetts*, Prefiled Testimony on behalf of Verizon Massachusetts at 7, lines 20-21 (filed Dec. 29, 2008) (stating Intrado Comm “approached Verizon for negotiation of an interconnection agreement as any other CLEC would”).

³⁹ See, e.g., Ohio Case No. 08-198-TP-ARB, *Petition of Intrado Communications Inc. for Arbitration pursuant to Section 252(b) of the Communications Act of 1934, as amended, to Establish an Interconnection Agreement with Verizon North, Inc.*, Refiled Testimony on behalf of Verizon North, Inc. at lines 152-56 (filed Dec. 30, 2008) (“Verizon does not agree that Intrado is entitled to section 251(c) interconnection for the 911 services it seeks to provide. However, the Commission has already determined that issue and has required Verizon and other ILECs to negotiate and arbitrate with Intrado under sections 251 and 252 of the Act.”), available at <http://dis.puc.state.oh.us/DocumentRecord.aspx?DocID=156bb9c6-ab87-4bb4-bf41-3ecb622b847c>.

⁴⁰ See, e.g., West Virginia Case No. 08-0298-T-PC, *Intrado Communications Inc. and Verizon West Virginia Inc., Petition for Arbitration pursuant to § 252(b) of 47 U.S.C. and 150 C.S.R. 6.15.5*, Direct Testimony on behalf of Verizon West Virginia Inc. at lines 172-74 (filed Sept. 9, 2008) (“Verizon has agreed to negotiate and arbitrate an interconnection agreement with Intrado on the same basis it does with any CLEC”), available at <http://www.psc.state.wv.us/scripts/WebDocket/ViewDocument.cfm?CaseActivityID=248548&NotType=WebDocket>.

⁴¹ West Virginia Case No. 08-0298-T-PC, *Intrado Communications Inc. and Verizon West Virginia Inc., Petition for Arbitration pursuant to § 252(b) of 47 U.S.C. and 150 C.S.R. 6.15.5*, Arbitration Award at 16-17 (Nov. 14, 2008) (“*West Virginia ALJ Award*”), approved by Commission Order (Dec. 16, 2008).

contrast to Intrado Comm's previous arbitrations with AT&T and Embarq, the "threshold" issue was not a disputed issue in Verizon's arbitration proceedings with Intrado Comm.⁴² Thus, the Massachusetts commission determined that, "[b]ecause the Parties did not present the 'threshold' issue as a disputed issue to the Department, pursuant to § 252(b)(4)(A) of the Act, the Department is therefore precluded from addressing Intrado's entitlement to § 251(c) interconnection in the instant proceeding."⁴³

Verizon has similarly waived the issue here, and the existence of Intrado Comm's Enterprise 911 Service offering does not change that. The law is clear that "state commissions are limited to deciding issues set forth by the parties" because "the *parties* determine what issues will be resolved through arbitration, not the state commission."⁴⁴ Verizon's belated attempt to challenge Intrado Comm's right to a Section 251(c) interconnection agreement by adding new issues to this proceeding therefore must be rejected as inconsistent with the Act.

II. VERIZON HAS NOT SHOWN GOOD CAUSE TO FURTHER DELAY THIS PROCEEDING

The existence of Intrado Comm's Enterprise 911 Service offering does not provide "good cause" or support Verizon's request for additional time for discovery or delay of the hearing.⁴⁵ The courts of Florida have been uniform in establishing that a lower tribunal's action on a motion for continuance will be gauged on whether the denial of the continuance "creates an injustice for the movant, whether the cause of the request for continuance was unforeseeable by

⁴² Massachusetts D.T.C. 08-9, *Petition for Arbitration of an Interconnection Agreement between Intrado Communications Inc. and Verizon New England Inc. d/b/a Verizon Massachusetts*, Arbitration Order at 17 (May 8, 2009) ("*Massachusetts Arbitration Award*").

⁴³ *Massachusetts Arbitration Award* at 18.

⁴⁴ *TCG Milwaukee, Inc. v. Public Service Commission of Wisconsin*, 980 F. Supp. 992, 999-1001 (W.D. Wis. 1997) (emphasis in original).

⁴⁵ Verizon Motion at 5, n. 12.

the movant and not the result of dilatory practices; and whether the opposing party would suffer any prejudice or inconvenience as a result of a continuance.”⁴⁶ Verizon’s Motion is based on allegations that were clearly foreseeable, is a continuation of its dilatory practices in this proceeding, and are extremely prejudicial to Intrado Comm.⁴⁷

It is appropriate to deny a motion for additional time when “evidence exists that some severe harm or prejudice to the other party will occur by granting the motion.”⁴⁸ Verizon states, with no effort to even attempt to provide support, that a continuance will “not prejudice any party.”⁴⁹ To the contrary, Intrado Comm would be severely prejudiced by a further delay in this proceeding.⁵⁰ Intrado Comm cannot be held hostage to Verizon’s proposed schedule, which ultimately dictates and unreasonably delays the ability of Intrado Comm to deploy its services in Florida. Intrado Comm cannot offer its services without interconnecting to the public switched telephone network (“PSTN”) and Verizon is one of the dominant gatekeepers to that network. If Intrado Comm is required to wait, yet again, until Verizon decides that it is ready to go forward, Intrado Comm’s rollout of services in Verizon’s service territory likely would be delayed indefinitely. Indeed, this matter has been before the Commission for nearly a year and a half

⁴⁶ *A.P.D. Holdings, Inc. v. Reidel*, 865 So. 2d 682, 683-684 (Fla. 4th DCA 2004); *accord, Neal v. Swaby*, 975 So. 2d 431, 433 (Fla 2nd DCA 2007; *Myers v. Siegel*, 920 So.2d 1241, 1242-1243 (Fla. 5th DCA 2006); *Lee v. Lee*, 751 So. 2d 741, 743 (Fla. 1st DCA 2000).

⁴⁷ Instances in which continuances have been found to affect the substantive rights of the movant include those in which witnesses or counsel are not available as a result of unforeseen circumstances, or in which new issues or evidence are inserted into a proceeding at the last minute. That is not the situation in this case in which Intrado Comm’s enterprise offering has been the subject of discovery responses and testimony filings for many months.

⁴⁸ *Lopez v. Lopez*, 689 So. 2d 1218, 1219 (1997).

⁴⁹ Verizon Motion at 5, n.12.

⁵⁰ *Fleming v. Fleming*, 710 So. 2d 601, 603 (1998) (noting the factors to be considered regarding motions for continuances include whether the opposing party would suffer any prejudice or inconvenience as a result of a continuance).

already and this is Verizon's *third* attempt to delay this proceeding.⁵¹ Verizon also has indicated that it plans to file yet another motion after resolution of the instant Motion.⁵² If Verizon has its way, Intrado Comm would be no closer to having a resolution of its rights to compete in the marketplace than it was on March 5, 2008 when it filed its Petition for Arbitration to establish an interconnection agreement with Verizon.

In contrast to the significant prejudice to Intrado Comm from further delay, there is no "injustice" to Verizon by going forward at this time.⁵³ Verizon has had more than three (3) months to issue additional discovery to Intrado Comm based on Intrado Comm's discussion of the enterprise offering in its answers to Verizon's first set of interrogatories filed April 27th. Further, Verizon has had nearly two (2) months to issue additional discovery to Intrado Comm based on the discussion of the enterprise offering in Intrado Comm's direct testimony filed June 24th. Indeed, if Verizon were so concerned about the "allegations" raised in Intrado Comm's rebuttal testimony, Verizon could have issued additional interrogatories to Intrado Comm by this time (which is now two weeks after the filing of rebuttal testimony), but Verizon has not.

The issues raised in Verizon's Motion have been apparent for many months and were therefore foreseeable by Verizon, and its delay in filing its Motion continues its pattern of dilatory practices in this proceeding. Intrado Comm's entry into the market should not be further delayed based on Verizon's failure to review Intrado Comm's filings and its decision not to seek

⁵¹ In March 2008, Verizon filed a Motion to Hold in Abeyance Intrado Comm's Petition for Arbitration. In December 2008, Verizon filed a Motion for Summary Final Order. Now, in August 2009, Verizon has filed a Motion to Add New Issues and Establish a New Hearing Date.

⁵² Verizon Motion at 3.

⁵³ *Fleming v. Fleming*, 710 So. 2d 601, 603 (1998) (noting the factors to be considered regarding motions for continuances include whether the denial of the continuance creates an injustice for the movant).

discovery regarding Intrado Comm's Enterprise 911 Service offering during the expansive discovery period allotted by the Commission.

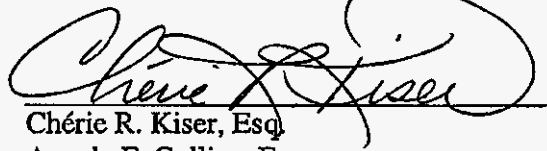
In addition, Verizon will have additional opportunities to seek information regarding Intrado Comm's Enterprise 911 Service offering through cross-examination at the evidentiary hearing. Any so-called "factual dispute" regarding Intrado Comm's enterprise offering can be addressed during the hearing, further highlighting the lack of any "injustice" to Verizon caused by adherence to the published hearing schedule. Discovery is not Verizon's sole opportunity to gather evidence in this proceeding. Further, Verizon will have the opportunity to present its case (and rebut Intrado Comm's) via its legal briefs. The current procedural schedule provides Verizon with "a meaningful opportunity" to address Intrado Comm's Enterprise 911 Service, and thus Verizon will not be harmed by retaining the current schedule for the arbitration. Accordingly, Verizon's Motion should be denied.

CONCLUSION

For the foregoing reasons, Intrado Comm respectfully requests that the Commission deny Verizon's Motion to Add Issues and Establish a New Hearing Date, and move forward with the Parties' arbitration proceeding pursuant to the schedule previously established.

Respectfully submitted,

INTRADO COMMUNICATIONS INC.



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Attachment 1

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Intrado Communications Inc.) Docket No. 080134-TP
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.) Dated: April 27, 2009

**INTRADO COMMUNICATIONS INC.'S OBJECTIONS AND RESPONSES TO
FIRST SET OF INTERROGATORIES OF VERIZON FLORIDA LLC
TO INTRADO COMMUNICATIONS INC.**

Intrado Communications Inc. ("Intrado Comm") responds to the First Set of Information Requests ("Requests") from Verizon Florida LLC ("Verizon") pursuant to Fla. R. Civ. P. 1.340 as follows. Any answers provided by Intrado Comm in response to these Requests are provided subject to, and without waiver of, the following general objections.

GENERAL OBJECTIONS

1. Intrado Comm reserves all objections as to relevance and materiality. Where Intrado Comm submits responses and produces materials in response to the Requests, it does so without conceding the relevancy or materiality of the information or materials sought or produced, or their subject matter, and without prejudice to Intrado Comm's right to object to further discovery, or to object to the admissibility of proof on the subject matter of any response, or to the admissibility of any document or category of documents, at a future time. Any disclosure of information not responsive to the Requests is inadvertent and is not intended to waive Intrado Comm's right not to produce similar or related information or documents.

2. Intrado Comm objects to the Requests to the extent they seek information protected by the attorney-client privilege, the work-product doctrine, or other applicable

privileges and protections. Intrado Comm hereby claims all applicable privileges and protections to the fullest extent implicated by the Requests and excludes privileged information and materials from its responses. Any disclosure of such information or materials as a result of Intrado Comm's responses or otherwise is inadvertent and is not intended to waive any applicable privileges or protections.

3. Intrado Comm objects to the Requests to the extent that Verizon attempts to impose upon Intrado Comm obligations different from, or in excess of, those imposed by Florida Public Service Commission ("Commission") orders in this proceeding or Florida law.

4. Intrado Comm objects to all Information Requests that seek information about Intrado Inc. or any other Intrado Comm affiliate. Intrado Inc. and other affiliates are not parties to this proceeding and information regarding them is beyond the scope of this proceeding and not likely to result in admissible evidence in this proceeding.

Subject to and without waiving the foregoing General Objections, each of which are incorporated by reference into the responses below as if fully restated therein, Intrado Comm provides the following responses to the Requests. Intrado Comm's responses are based on the best information presently available; Intrado Comm reserves the right to amend, supplement, correct or clarify answers if other or additional information is obtained, and to interpose additional objections if deemed necessary.

REQUESTS

VERIZON FLORIDA #1

Is Intrado's Florida Price List No. 1, with an issue date of July 8, 2008 and effective date of July 9, 2008, posted on Intrado's website at <http://www.intrado.com/assets/documents/FloridaPriceList.pdf> Intrado's currently effective price list on file with the Florida Public Service Commission?

INTRADO COMM RESPONSE to No. 1

Yes.

RESPONSIBLE PERSON:

Thomas Hicks, Director – Carrier Relations

VERIZON FLORIDA #2

Does Intrado's Florida Price List No. 1 on file with the Florida Public Service Commission govern Intrado's services on a statewide basis? If your answer is anything other than an unconditional yes, please explain how and why Intrado's Price List No. 1 does not apply on a statewide basis.

INTRADO COMM RESPONSE to VZ No. 2

Yes, Intrado Comm's Florida Price List No. 1, as may be amended, will govern the services it intends to provide on a statewide basis.

RESPONSIBLE PERSON:

Thomas Hicks, Director – Carrier Relations

VERIZON FLORIDA #3

Please list and describe the services Intrado plans to provide in Verizon's service territory in Florida.

INTRADO COMM RESPONSE to VZ No. 3

Intrado Comm plans to offer its Intelligent Emergency Network® 911 services to authorized public safety answering points ("PSAPs"), local exchange services that provide enterprise customers access to designated public safety answering points, and administrative line local exchange service (collectively, "911 Services"). The Intelligent Emergency Network® 911 services are specifically described in Intrado Comm's Florida tariff. The other 911-related local exchange services to be offered to PSAPs and enterprise customers are traditional local exchange services.

RESPONSIBLE PERSON:

Thomas Hicks, Director – Carrier Relations

VERIZON FLORIDA #4

Are the services Intrado plans to provide in Verizon's service territory the same as the services Intrado plans to provide in AT&T's and Embarq's service territories in Florida? If your answer is anything other than an unconditional yes, please list and fully describe the additional or different services Intrado will provide in Verizon's territory as compared to the services Intrado will provide in AT&T's and Embarq's service territories in Florida.

INTRADO COMM RESPONSE to VZ No. 4

Yes.

RESPONSIBLE PERSON:

Thomas Hicks, Director – Carrier Relations

VERIZON FLORIDA #5

Will the services for which Intrado seeks an interconnection agreement with Verizon permit Intrado's customers to place outgoing calls? If your answer is anything other than an unconditional no, please explain how the services for which Intrado seeks interconnection would enable Intrado's customers to place outgoing calls.

INTRADO SPECIFIC OBJECTION to VZ No. 5

Intrado Comm objects to this request to the extent it seeks proprietary, confidential and commercially sensitive information, and information that is beyond the scope of this proceeding

INTRADO COMM RESPONSE to VZ No. 5

Without waiving its objection to this request, Intrado Comm states that yes, all of Intrado Comm's services are technically capable of allowing PSAPs and enterprise customers to make outgoing calls. This functionality is provided to Intrado Comm's Intelligent Emergency Network® 911 service customers upon their request. Where activated, PSAP personnel may initiate a call to the PSTN at any time from any work position. The technology used by Intrado Comm to enable Intelligent Emergency Network® 911 service customers to make outgoing calls is proprietary and confidential. Local exchange services offered to enterprise customers for access to designated PSAPs and administrative line local exchange services provided to PSAPs rely on traditional routing, switching and interconnection arrangements necessary for providing such services over the public switched telephone network.

RESPONSIBLE PERSON:

Thomas Hicks, Director – Carrier Relations

VERIZON FLORIDA #6

Will Intrado's Intelligent Emergency Network offer Intrado's customers the ability to call back a 911 or E91 1 caller? If your answer is anything other than an unconditional no, please explain how Intrado's Intelligent Emergency Network will offer Intrado's customers the ability to call back a 911 or E91 1 caller?

INTRADO COMM RESPONSE to VZ No. 6

Yes, Intrado's service will offer E911 Service customer's the ability to call back a 911 caller from the call taker's work position. The technology used by Intrado Comm to enable such capability is proprietary and confidential. However, E911 Customers may request not to activate the call origination option, as call takers placing outgoing calls are not available to receive highly critical incoming 911 calls when an outgoing call is in process.

RESPONSIBLE PERSON:

Thomas Hicks, Director – Carrier Relations

VERIZON FLORIDA #7

Has Intrado entered into any commercial agreements with local exchange carriers to provide its 911/E911 services in any state(s)? If so, please provide the name of the local exchange carrier(s) with which Intrado has such agreements, the dates such agreements were executed, and the state(s) in which they apply.

INTRADO SPECIFIC OBJECTION to VZ No. 7:

Intrado Comm objects to this request as irrelevant and beyond the scope of this proceeding.

INTRADO COMM RESPONSE VZ No. 7

Without waiving its objection to this request, Intrado Comm has not entered into any commercial agreements with local exchange carriers to provide its 911 Services.

RESPONSIBLE PERSON:

Thomas Hicks, Director – Carrier Relations

VERIZON FLORIDA #8

Is Intrado negotiating commercial agreements to provide its 911/E911 services in any part of Florida? If so, please explain where Intrado plans to provide its services under commercial agreements in Florida.

INTRADO SPECIFIC OBJECTION to VZ No. 8:

Intrado Communications objects to this request as it attempts to elicit information that is irrelevant, seeks proprietary and confidential commercially sensitive information, and is beyond the scope of this proceeding.

RESPONSIBLE PERSON:

Thomas Hicks, Director – Carrier Relations

VERIZON FLORIDA #9

Where does Intrado propose to place the point(s) of interconnection with Verizon?

INTRADO COMM RESPONSE

Intrado will establish a minimum of two points of interconnection within the state of Florida. The specific location of its points of interconnection will be driven by network planning, customer demand, and the availability of collocation in ILEC facilities.

RESPONSIBLE PERSON:

Thomas Hicks, Director – Carrier Relations

Respectfully submitted this 27th day of April, 2009.


~~INTRADO COMMUNICATIONS INC.~~

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Its Attorneys

CERTIFICATE OF SERVICE

The undersigned hereby acknowledges that a copy of INTRADO COMMUNICATIONS INC.'S OBJECTIONS AND RESPONSES TO VERION FLORIDA LLC'S FIRST SET OF INTERROGATORIES was served by electronic mail this 27th day of April 2009 upon the following:

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Attachment 2

Before the
STATE OF FLORIDA
PUBLIC SERVICE COMMISSION

080134

)
In the Matter of the Petition)
of Intrado Communications Inc. for Arbitration)
Pursuant to Section 252(b) of the Communications Act)
of 1934, as amended, and Section 364.162, Florida)
Statutes, to Establish an Interconnection Agreement with)
Verizon Florida LLC)

Docket No. _____

PETITION FOR ARBITRATION

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Dated: March 5, 2008

BACKGROUND

Intrado Comm has authority to operate as a competitive local exchange telecommunications provider in Florida^{14/} and maintains a point of presence in Miami, Florida. Intrado Comm and its affiliates also hold authority to provide competitive local telecommunications services in thirty-seven other states and have entered into interconnection agreements with AT&T affiliates in Illinois and California, as well as agreements with Qwest. Intrado Inc., the parent company of Intrado Comm, was founded in 1979. The companies combined are the nation's leading providers of sophisticated solutions that identify, manage, and deliver mission critical information for telecommunications providers and public safety organizations. Intrado Comm provides local exchange services as well as telecommunications services that facilitate, enhance, and advance the provision of emergency services throughout the United States to end users such as public safety agencies or governmental 911 authorities, VoIP service providers, and other wireline, wireless, and telematics service providers.

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

^{14/} Docket No. 011049, *Application for Approval of Transfer of and Name Change on ALEC Certificate No. 7736 from SCC Communications Corp. to Intrado Communications Inc.*, Notice of Proposed Agency Action Order Approving Transfer of and Name Change on Alternative Local Exchange Telecommunications Certificate (Fla. P.S.C. Oct. 4, 2001) (approving transfer of ALEC Certificate No. 7736 to Intrado); *see also* Docket No. 011049, *Application for Approval of Transfer of and Name Change on ALEC Certificate No. 7736 from SCC Communications Corp. to Intrado Communications Inc.*, Consummating Order (Fla. P.S.C. Nov. 2, 2001) (finalizing the Oct. 4, 2001 order).

coordinate and interconnect with other carriers to handle their 911/E-911 calls. In addition, Intrado Comm offers its end users and the interconnecting ILEC assurance that emergency call traffic will be passed to the PSAP network through redundant, self-healing facilities provided by Intrado Comm.^{12/}

Intrado Comm will provide efficient and reliable transport of emergency call traffic as well as state-of-the-art database management services. These database management services provide enhanced Automatic Number Identification (“ANI”) and Automatic Location Identification (“ALI”) services to end users of wireline, wireless, VoIP, and telematics service providers. Such advanced services allow PSAPs to provide quicker and more accurate emergency services, saving innumerable lives. Intrado Comm can provide an enhanced E-911 product for both users of emergency services and providers of emergency response systems.

In order to provide local exchange services that include the aggregation, transport, and database management services essential for access to emergency services, Intrado Comm must interconnect its network with the ILECs that have connections with and provide services to PSAPs and other end users. Both the Act and Florida law, entitle Intrado Comm to interconnect its network with Verizon’s network. Intrado Comm is eager to reach agreement with Verizon so that Intrado Comm can begin offering its services to further benefit Florida consumers and public safety agencies.

^{12/} As the designated 911/E-911 Service Provider, Intrado Comm aggregates, routes, transmits, and transports 911 and emergency call traffic from end users of wireline, wireless, VoIP, and telematics service providers to the appropriate PSAP. The PSAP may be Intrado Comm’s end user or it may be Verizon’s or another third-party carrier’s end user. The method of transmission of the 911 and emergency call traffic to Intrado Comm’s network is transparent to the PSAP. All necessary conversion functions and special applications necessary to transport calls and information from wireless and telematics end users calling 911 or requesting emergency assistance are made within Intrado’s network. The PSAP that receives a 911 call from a wireless, telematics, or VoIP service provider end user will be able to process such calls in a manner no different than currently used to process such 911 calls.

Attachment 3

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In the Matter of the Petition
of Intrado Communications Inc. for Arbitration
Pursuant to Section 252(b) of the Communications Act
of 1934, as amended, and Section 364.162, Florida
Statutes, to Establish an Interconnection Agreement with
Verizon Florida LLC

Docket No. 080134-TP
Filed: March 27, 2009

**INTRADO COMMUNICATIONS INC. RESPONSE TO
VERIZON MOTION FOR SUMMARY FINAL ORDER**

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2008, and the issuance of the Order Establishing Procedure on November 12, 2008.²⁵ There has not been any testimony, depositions, interrogatory answers, admissions, or affidavits of record in this matter. There is no dispute that this case is still very much in the preliminary stages.²⁶ As this Commission has recognized numerous times, it is premature to consider a motion for summary final order before the parties to the proceeding have had the opportunity to complete discovery and file testimony.²⁷ Thus, unless and until an evidentiary record is established in this matter, a summary final order is entirely premature.

It is also important to note that even if a record had been developed in this case, Verizon would still bear the burden of demonstrating that there are no disputed material issues of fact and that Verizon is entitled to judgment as a matter of law.²⁸ Such a record must conclusively establish the lack of disputed facts.²⁹ The Commission has found that even the sufficiency of the evidence may be grounds for denying a motion for summary final order.³⁰ None of these circumstances apply here since there is no record.

²⁵ Order No. PSC-08-0745-PCO-TP. There was a motion for an abeyance, that was withdrawn, and an agreed 60-day extension to allow the parties to further negotiate, but these matters have not substantively added to the evidentiary record in this case.

²⁶ Order No. PSC-08-0415-FOF-TP (June 28, 2008) (denying Nextel's motion for summary final order where there had not yet been any testimony or discovery of record).

²⁷ Order No. PSC-00-2388-AS-WU, at 6 (Dec. 13, 2000) ("Therefore, we find that it is premature to decide whether a genuine issue of material fact exists when OPC has not had the opportunity to complete discovery and file testimony.") (citing *Brandauer v. Publix Super Markets, Inc.*, 657 So. 2d 932, 933 (Fla. 2d DCA 1995); Order No. PSC-02-1464 (Oct. 23, 2002) ("We believe that the suitable time to seek summary final order, if otherwise appropriate, is after testimony has been filed and discovery has ceased."))

²⁸ For example, the Commission has not considered the fact that Intrado Comm will provide services to telematics providers (such as OnStar) and private branch exchange ("PBX") owners who originate 911 calls as discussed in Intrado Comm's petition for arbitration. See Intrado Comm Petition at 6, 7, n.12.

²⁹ Order No. PSC-04-0992-PCO-EI (Oct. 11, 2004).

³⁰ Order No. PSC-04-0164-PCO-TP (Feb. 17, 2004).

Attachment 4

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Intrado Communications Inc.) Docket No. 080134-TP
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.)
_____)

**REBUTTAL TESTIMONY ON BEHALF OF
VERIZON FLORIDA LLC**

**WITNESS PANEL:
Peter J. D'Amico
Nicholas Sannelli**

August 5, 2009

1 Q. DID THE COMMISSION MISUNDERSTAND INTRADO'S SERVICE IN
2 THE PREVIOUS ARBITRATIONS?

3 A. No. We are quite sure that, after 1,800 pages of testimony and
4 attachments, over 400 discovery questions, two days of hearings, briefs,
5 and two petitions for reconsideration, the Commission thoroughly
6 understood the services Intrado plans to provide. Intrado tried to
7 convince the Commission that PSAPs' ability to *transfer* calls originated
8 by other carriers' end users was a call origination function, but the
9 Commission found it was not. (See *AT&T/Intrado Order*, at 4-5;
10 *AT&T/Intrado Recon. Order*, at 7-8; *Embarq/Intrado Order* at 3-4;
11 *Embarq/Intrado Recon. Order*, at 7-8.) Intrado continues to disagree,
12 and Mr. Hicks continues to characterize call transfer capability as a call
13 origination function (see Hicks DT at 7-8), but the Commission has
14 already rejected that theory and there is no reason for a different result
15 here. Mr. Hicks also points to Intrado's Enterprise E-911 Service as a
16 purported example of call origination, but, right in his answer, he admits
17 the service is for "*delivery* of 911 calls" (Hicks DT at 7 (emphasis
18 added)), from a *customer's own, private switch*. (See Hicks Ex. TH-1, §
19 5.4). It is *not* call origination using Intrado's facilities and has no
20 characteristics of local exchange service; rather, the customer's own
21 private branch exchange (commonly known as a PBX) switch supplies
22 dial-tone and the customer is responsible for obtaining transport facilities
23 to get its 911 calls to Intrado's network. (See *id.*, § 5.4.2B.) Intrado is
24 offering to large business customers essentially the same port on its

1 network that Intrado is offering to Verizon and other carriers. That port
2 can only be used by a large business customer to deliver its 911 calls to
3 Intrado, which then delivers them to the appropriate PSAP. The ports
4 Intrado offers under its Enterprise 911 Service cannot be used for any
5 other type of call. Intrado's offering of such ports to large business
6 customers is no more a local exchange service than the offering of such
7 ports to Verizon and other carriers.

8

9 **Q. MR. HICKS CLAIMS THAT PSAPS ARE "TECHNICALLY CAPABLE**
10 **OF MAKING OUTGOING CALLS" IF THEY ASKED INTRADO TO**
11 **ACTIVATE THIS CAPABILITY. (HICKS DT AT 6-7.) DOES THIS**
12 **TESTIMONY CHANGE THE COMMISSION'S CONCLUSION THAT**
13 **INTRADO IS NOT PROVIDING ANY ORIGINATING CALLING**
14 **SERVICE?**

15 A. No. Mr. Hicks suggests that its PSAP customers would be "technically
16 capable" of making outgoing calls if they asked for this "functionality" to
17 be "activated," but this "call origination option" would not permit the
18 PSAP to "receive highly critical incoming 911 calls." (Hicks DT at 6-7.)
19 Intrado's argument is nonsense. There is no such "call origination
20 option" in Intrado's Price List, which makes very clear that customers of
21 Intrado's Intelligent Emergency Network "must subscribe to additional
22 local exchange services for purposes of placing administrative outgoing
23 calls and for receiving other calls" (aside from 911 calls). (Intrado Price
24 List, § 5.2.3.) In fact, the Intrado customer's subscription to another
25 carrier's local exchange service "for placing outgoing calls" is a condition

Attachment 5

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

DIRECT TESTIMONY OF ERIC SORENSEN

ON BEHALF OF

INTRADO COMMUNICATIONS INC.

June 24, 2009

1 expertise to provide regulated telecommunications services over its Intelligent
2 Emergency Network[®]. The Intelligent Emergency Network[®] enables the public
3 safety community to transcend the limitations of the nation's legacy 911
4 infrastructure, making new applications and services available to public safety
5 answering points ("PSAPs"), counties, and other public safety entities that will
6 increase their efficiency and effectiveness in responding to emergency calls. Intrado
7 Comm also intends to offer other 911-related local exchange services to PSAPs and
8 enterprise customers. In addition, these local exchange services will facilitate,
9 enhance, and advance the provision of emergency services throughout the United
10 States to voice over Internet Protocol ("VoIP") service providers, and other wireline,
11 wireless, and telematics (*e.g.*, OnStar) service providers, as well as to enterprise
12 customers.

13 **Q: IS INTRADO COMM AUTHORIZED TO PROVIDE SERVICE IN**
14 **FLORIDA?**

15 **A:** Yes, Intrado Comm is authorized to provide competitive local exchange services in
16 Florida (*see* Docket No. 001751-TX, *In re: Application for certificate to provide*
17 *alternative local exchange telecommunications service by SCC Communications*
18 *Corp.*, Order No. PSC-01-0258-PAA-TX (January 30, 2001). At this time, Intrado
19 Comm intends to focus its business plans on a competitive 911/E-911 service offering
20 to Florida public safety agencies and PSAPs, and to enterprise end users. A copy of
21 Intrado Comm's Florida Price List is attached to Mr. Hicks' testimony as Exhibit TH-
22 1.

1 **A:** *Callers dialing 911 expect the call-taker to know who they are, where they are, and*
2 *have access to their telephone number in case the call is interrupted and they need to*
3 *be re-contacted. They also expect to receive help from emergency first responders,*
4 *even in cases where the caller is unable to convey his or her location or the nature of*
5 *the emergency due to their unfamiliarity of their location or disability. Some legacy*
6 *911 systems are unable to do this today and will continue to progressively decline in*
7 *their ability to keep pace with the warp-speed changes in communications*
8 *technology, new and multiple service providers, and consumer expectations for*
9 *timely and accurate public safety emergency responses. Intrado Comm is able to*
10 *respond to its Florida public safety customers and Florida consumers to address these*
11 *limitations.*

12 **Q: WHAT IS THIS ARBITRATION PROCEEDING ABOUT?**

13 **A:** This arbitration proceeding is about competition. Intrado Comm seeks to compete
14 with Verizon in its provision of 911/E-911 services to Florida counties, other Florida
15 public safety agencies, and enterprise customers. Competition currently does not
16 exist for the provision of such services in Florida. Verizon and other ILECs have
17 managed to maintain their monopoly provision of service to PSAPs in their defined
18 geographic service territories despite the framework established by Congress in the
19 1996 amendments to the Act and the regulations promulgated by the Federal
20 Communications Commission ("FCC") in its implementation of the 1996
21 amendments.

22 **Q: HOW DID THE 1996 AMENDMENTS TO THE ACT CHANGE THE**
23 **COMPETITIVE LANDSCAPE?**

1 A: The 1996 amendments were intended to achieve competition in a market that
2 Congress recognized would be hostile to competition. With that in mind, Congress
3 crafted a specific framework to ensure that the monopolists, Verizon in this situation,
4 could not deny competitors like Intrado Comm the rights that were essential for
5 competition to evolve.

6 Q: **HOW WILL INTRADO COMM'S SERVICE PROMOTE COMPETITION IN**
7 **FLORIDA?**

8 A: Intrado Comm will provide its competitive 911/E-911 service to Florida customers,
9 which will give them access to voice, data, streaming media capabilities, etc. The
10 Intelligent Emergency Network[®] will extend the usefulness of the 911 infrastructure to
11 handle numerous 911 call types regardless of technology – wireline, wireless, Internet
12 telephony, and other technologies in use today. Intrado Comm's network is designed to
13 be dynamic and recognizes that all 911 calls are not and will not be relayed by the
14 caller in the same way because existing and new technologies are different. Text
15 messaging 911 from a wireless device or FDA-approved defibrillators embedded in a
16 person's chest that can automatically call 911 as soon as a heart attack begins serve as
17 good examples of communications needs that Intrado Comm's network is capable of
18 handling. Thus, Intrado Comm's 911/E-911 service will enable Florida counties to
19 better respond in a world that is quickly becoming more complicated as options for
20 communicating explode and will ensure enterprise customers' 911 calls, no matter what
21 device is used, are completed. Intrado Inc. recently demonstrated its text 911 call
22 technology successfully at the NENA conference in Ft. Worth, Texas on June 8, 2009.
23 A press release detailing the texting 911 technology is provided as Exhibit ES-6.

1 **Q: WHAT TYPES OF RIGHTS ARE ESSENTIAL TO COMPETITION?**

2 **A:** Interconnection is the linchpin to promoting competition. All consumers making
3 *calls are connected to the PSTN, predominantly through ILECs like Verizon.* In
4 order for those callers to reach even a single customer of a competitor, the competitor
5 must be interconnected to the ILEC. Section 251(c) of the Act is the means to
6 achieving the crucial interconnection needed for competitors like Intrado Comm to
7 offer services in Florida.

8 **Q: WHY IS INTRADO COMM SEEKING SECTION 251(C)**
9 **INTERCONNECTION WITH VERIZON?**

10 **A:** Intrado Comm must interconnect its network with the PSTN in order to provide its
11 competitive 911/E-911 services in Florida. As Congress recognized, ILECs, such as
12 Verizon, are the gatekeepers of access to the PSTN. Interconnection, at a minimum,
13 will allow Verizon's end users to reach Intrado Comm's end users and vice versa. In
14 the emergency services context, interconnection will permit the 911 caller, including
15 the caller's information, to reach the appropriate PSAP whether served by Intrado
16 Comm or Verizon. As the designated 911/E-911 service provider, Intrado Comm
17 routes, transmits, and transports 911 and emergency call traffic from enterprise
18 customers and end users of wireline, wireless, VoIP, and telematics service providers
19 to the appropriate PSAP. The method of transmission of 911 and emergency call
20 traffic to Intrado Comm's network is transparent to the PSAP.

21 **Q: WHY ARE THE GOALS OF SECTION 251(C) IMPORTANT TO THIS**
22 **PROCEEDING?**

1 several state commissions have determined that states have the authority to arbitrate
2 and oversee Section 251(a) agreements. For example, the PUCO has found on
3 several occasions that it has the authority to arbitrate and oversee all Section 251
4 interconnection agreements, not just those pertaining to Section 251(c) (*see* Exhibit
5 ES-23 at n.6). In addition to the Ohio commission, state commissions in California,
6 Illinois, Indiana, Iowa, New York, North Carolina, North Dakota, and Washington
7 have found that Section 252 applies to Section 251(a) as well as 251(c) (*see* Exhibit
8 ES-23 at n.7).

9 **Q: ARE THERE ANY OTHER PROVISIONS GIVING INTRADO COMM**
10 **INTERCONNECTION RIGHTS?**

11 **A:** Yes. I understand that Florida law provides an independent right for the
12 interconnection and mutual exchange of traffic via an interconnection agreement, and
13 provides the Commission with authority to negotiate and arbitrate those
14 interconnection agreements.

15 **Q: WILL INTRADO COMM COMPETE WITH VERIZON?**

16 **A:** Yes. Intrado Comm will be a direct competitor of Verizon in Florida. Intrado Comm
17 will provide an alternative to Verizon's 911/E-911 service offerings sold directly to
18 PSAPs, other public safety agencies, and enterprise customers. The demand for
19 competitive 911/E-911 services is growing. Despite the significant number of
20 competitive providers in the local exchange market, competitive options and choices
21 for the public safety industry do not exist today. Intrado Comm seeks to change that
22 with its innovative, IP-based Intelligent Emergency Network[®]. In addition, Intrado
23 Comm's Enterprise 9-1-1 Service will compete with Verizon's similar offerings to

1 provide emergency communications access to enterprise customers who originate 911
2 calls from telephone lines served by a multi-line private switch (*see, e.g., Verizon's*
3 *General Services Tariff at A.24.1.5aa, which is attached as Exhibit ES-8*).

4 **Q: DOES INTRADO COMM HAVE CUSTOMERS IN FLORIDA TODAY?**

5 A. Intrado Comm will be providing regulated telecommunications services in
6 accordance with executed contracts for four Florida counties who are replacing their
7 legacy E-911 data and network services with the Intelligent Emergency Network® --
8 Charlotte (July 10, 2008), Martin (November 26, 2008), St. Lucie (January 5, 2009),
9 and Levy (January 12, 2009). These counties are under considerable scrutiny by the
10 State 911 Board to utilize designated funds and deploy the proposed services during
11 2009. Lack of interconnection to Verizon and other ILECs is impeding the Florida
12 counties' abilities to deploy, and previously committed funding may become
13 jeopardized if interconnection delays persist. Intrado Comm will also provide its
14 Enterprise 9-1-1 Service to requesting customers.

15 **Q: WILL INTRADO COMM HAVE RETAIL END USERS IN FLORIDA?**

16 A: Yes, the Florida counties and other public safety agencies that Intrado Comm will
17 serve are considered retail end users. Today, PSAPs or municipalities are purchasing
18 services from the ILECs at retail rates via a retail tariff and are accorded end user
19 status by the ILEC. These users should be treated no differently when being served
20 by Intrado Comm. Moreover, Intrado Comm's Enterprise 9-1-1 Service will directly
21 serve end users of multiline telephone systems. These end users are typically
22 business customers, and are viewed as retail end users.

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

DIRECT TESTIMONY OF THOMAS W. HICKS

ON BEHALF OF

INTRADO COMMUNICATIONS INC.

June 24, 2009

1 placing outgoing calls are not available to receive highly critical incoming 911 calls
2 when an outgoing call is in progress.

3 **Q: ARE THERE OTHER COMPONENTS OF INTRADO COMM'S 911/E-911**
4 **SERVICE OFFERING THAT PROVIDE FOR CALL ORIGINATION?**

5 **A:** Yes, Intrado Comm offers Enterprise 9-1-1 Service (Intrado Comm's current Price
6 List is set forth in Exhibit TH-1). Intrado Comm's Enterprise 9-1-1 Service provides
7 for the delivery of 911 calls from end users served by multi-line private switches to
8 the appropriate PSAP responsible for providing emergency response to the location of
9 the enterprise end user whether that PSAP is served by Intrado Comm or another
10 carrier.

11 **Q: WHY DOES INTRADO COMM NEED TO INTERCONNECT ITS**
12 **NETWORK WITH VERIZON'S NETWORK?**

13 **A:** To deliver its competitive 911/E-911 telephone exchange service offering in Florida,
14 Intrado Comm needs to interconnect its network to the PSTN, which is controlled by
15 ILECs like Verizon. The 911 network is interconnected to the PSTN. This is evident
16 by the call originator's ability to access 911 services by dialing the digits "9-1-1" via
17 the caller's originating office.

18 **Q: WILL 911/E-911 CALLS FLOW IN BOTH DIRECTIONS BETWEEN THE**
19 **PARTIES' NETWORKS?**

20 **A:** Yes, there are likely to be numerous 911 calls flowing between the Parties' networks
21 - both traffic from Verizon's customers to Intrado Comm's customers and traffic from
22 Intrado Comm customers to Verizon customers. The substantial increase in
23 popularity of mobile technologies, and future services such as 911 text messaging,

Intrado Communications Inc.

Florida Price List No. 1 (T)
2nd Revised Title Sheet (T)
Cancels 1st Revised Title Sheet

FLORIDA TELECOMMUNICATIONS PRICE LIST

This Price List contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for alternative local exchange telecommunications services provided by Intrado Communications Inc., with principal offices at 1601 Dry Creek Drive, Longmont, CO 80503. This price list applies for services furnished within the state of Florida. This price list is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

(T)
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ISSUED: July 8, 2008

EFFECTIVE: July 9, 2008

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Intrado Communications Inc.

Florida Price List No. 1
 4th Revised Sheet 1
 Cancels 3rd Revised Sheet 1

CHECK-SHEET

The sheets of this Price List are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original Price List and are currently in effect as of the date on the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>		<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
	2 nd Revised		26	2 nd Revised	52	1 st Revised
1	4 th Revised *		27	2 nd Revised	53	1 st Revised
2	4 th Revised *		28	2 nd Revised	54	Original *
3	2 nd Revised		29	2 nd Revised	55	Original *
4	2 nd Revised		30	2 nd Revised	56	Original *
5	2 nd Revised		31	2 nd Revised		
6	2 nd Revised		32	2 nd Revised		
7	2 nd Revised		33	2 nd Revised		
8	2 nd Revised		34	2 nd Revised		
9	3 rd Revised		35	2 nd Revised		
10	2 nd Revised		36	2 nd Revised		
11	2 nd Revised		37	2 nd Revised		
12	2 nd Revised		38	2 nd Revised		
13	2 nd Revised		39	2 nd Revised		
13.1	1 st Revised		40	2 nd Revised		
14	2 nd Revised		41	2 nd Revised		
15	2 nd Revised		42	3 rd Revised		
16	2 nd Revised		43	3 rd Revised		
17	2 nd Revised		44	3 rd Revised		
18	2 nd Revised		45	3 rd Revised		
19	2 nd Revised		46	1 st Revised		
20	2 nd Revised		47	1 st Revised		
21	2 nd Revised		48	1 st Revised		
22	2 nd Revised		49	1 st Revised		
23	2 nd Revised		50	1 st Revised		
24	2 nd Revised		51	1 st Revised		
25	2 nd Revised					

*Denotes pages included in this filing.

ISSUED: June 8, 2009

EFFECTIVE: June 9, 2009

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Intrado Communications Inc.

Florida Price List No. 1
 4th Revised Sheet 2
 Cancels 3rd Revised Sheet 2

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ISSUED: June 8, 2009

EFFECTIVE: June 9, 2009

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FLI0901

Intrado Communications Inc.

Florida Price List No. 1 (T)
2nd Revised Sheet 3 (T)
Cancels 1st Revised Sheet 3

1.0 APPLICATION AND REFERENCE

1.1 APPLICATION OF PRICE LIST

- 1.1.1 This Price List contains the regulations, terms, conditions, and maximum rates and charges applicable to local and interexchange and network services and equipment furnished by Intrado Communications Inc., hereinafter referred to as Intrado Communications or the Company. (T)
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(D)
(D)
- 1.1.2 The Company's Florida service territory is statewide. (T)
- 1.1.3 Service is available where facilities permit. (T)

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EFFECTIVE: July 9, 2008

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Intrado Communications Inc.

Florida Price List No. 1 (T)
2nd Revised Sheet 4 (T)
Cancels 1st Revised Sheet 4

1.0 APPLICATION AND REFERENCE, (CONT'D.) (T)

1.2 EXPLANATION OF ABBREVIATIONS

AMA	Automatic Message Accounting
ANI	Automatic Number Identification
ALI	Automatic Location Identification
ASCII	American Standard Code for Information Interexchange
Bps	Bits per second
CAMA	Centralized Automated Message Accounting
CCITT	The International Telegraph and Telephone Consultative Committee
CCSA	Common Control Switching Arrangement
CNCC	Customer Network Control Center
CO	Central Office
Cont'd	Continued
cps	Cycles per second
CRT	Cathode Ray Tube
dB	Decibel
DC	Direct Current
DID	Direct-Inward-Dialing
ESS	Electronic Switching System
FCC	Federal Communications Commission
GMT	Greenwich Mean Time
Hz	Hertz
IXC	Interexchange Carrier
Kbps	Kilobits per Second
kHz	Kilohertz
MHz	Megahertz
MSAG	Master Street Address Guide
NPA	Numbering Plan Area
PBX	Private Branch Exchange
PSAP	Public Safety Answering Point
SS 7	Signaling System 7
SRA	Selective Routing Arrangement

ISSUED: July 8, 2008

EFFECTIVE: July 9, 2008

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Intrado Communications Inc.

Florida Price List No. 1 (T)
2nd Revised Sheet 5 (T)
Cancels 1st Revised Sheet 5

1.0 APPLICATION AND REFERENCE, (CONT'D.) (T)

1.3 PRICE LIST FORMAT

1.3.1 LOCATION OF MATERIAL

1.3.1.1 Section 1 provides the following sections in this Price List.
- Subject Index – an alphabetical listing to find the desired section.
- Table of Contents – a numerical listing to find the desired section and page.

1.3.1.2 Each individual section in the Price List provides a Subject Index for the material located within that section.

1.3.1.3 **Obsolete Service Offerings**
Obsolete service offerings are identified in the Price List by adding 100 to the current section number, i.e., obsolete items from Section 5, will be found in Section 105. This section is then filed behind Section 5.

1.3.2 OUTLINE STRUCTURE

Paragraph Numbering Sequence - There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence suggested for use in Price Lists.

2.1
2.1.1.
2.1.1.1.1.
2.1.1.1.1.1.

1.3.3 SHEET NUMBERING

Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Price List. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

1.3.4 SHEET REVISION NUMBERS

Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14

ISSUED: July 8, 2008

EFFECTIVE: July 9, 2008

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Intrado Communications Inc.

Florida Price List No. 1 (T)
2nd Revised Sheet 6 (T)
Cancels 1st Revised Sheet 6

1.0 APPLICATION AND REFERENCE, (CONT'D.) (T)

1.3 PRICE LIST FORMAT, (CONT'D.) (T)

1.3.5 RATE TABLES

Within rate tables, four types of entries are allowed:

- Rate Amount

The rate amount indicates the dollar value associated with the service.

- A dash “-”

The dash indicates that there is no rate for the service or that a rate amount is not applicable under the specific column header.

- A footnote designator “[1]”

The footnote designator indicates that further information is contained in a footnote.

- ICB

The acronym “ICB” indicates that the product/service is rated on an individual case basis.

1.3.6 CHECK SHEETS

Check Sheets: When a Price List filing is made with the Florida Public Service Commission, an undated check sheet accompanies the Price List filing. The check sheet lists the sheets contained in the Price List, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The Price List user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Florida Public Service Commission.

ISSUED: July 8, 2008

EFFECTIVE: July 9, 2008

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Intrado Communications Inc.

Florida Price List No. 1 (T)
2nd Revised Sheet 7 (T)
Cancels 1st Revised Sheet 7

1.0 APPLICATION AND REFERENCE, (CONT'D.) (T)

1.4 EXPLANATION OF CHANGE SYMBOLS

SYMBOL	EXPLANATION
(D)	To signify discontinued material
(I)	To signify rate increase
(M)	To signify material moved from or to another part of the Price List with no change, unless there is another change symbol present
(N)	To signify new material
(R)	To signify rate reduction
(T)	To signify a change in text or regulation but no change in rate or charge

ISSUED: July 8, 2008

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EFFECTIVE: July 9, 2008

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Intrado Communications Inc.

Florida Price List No. 1 (T)
2nd Revised Sheet 8 (T)
Cancels 1st Revised Sheet 8

1.0 APPLICATION AND REFERENCE, (CONT'D.) (T)

1.5 TRADEMARKS, SERVICE MARKS AND TRADE NAMES

Intelligent Emergency Network® Registered Service Mark of Intrado Communications Inc. (T)

ISSUED: July 8, 2008

EFFECTIVE: July 9, 2008

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Intrado Communications Inc.

Florida Price List No. 1 (T)
3rd Revised Sheet 9 (T)
Cancels 2nd Revised Sheet 9

2. GENERAL REGULATIONS – CONDITIONS OF OFFERING

2.1 DEFINITION OF TERMS

9-1-1

A local exchange service using a three-digit telephone number used to report an emergency situation requiring a response by a public agency such as a fire department or police department. (T)

9-1-1 Failure or Outage

A situation in which 9-1-1 calls cannot be transported to the Public Safety Answering Point (PSAP) responsible for answering the 9-1-1 emergency calls. (T)

Access Line

An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Company's location or switching center. (T)

Authorized User

A person, firm, or corporation that is authorized by the Customer or joint user to be connected to the service of the Customer or joint user, respectively. An Authorized User must be specifically named in the application for service. (T)

Automatic Numbering Identification (ANI)

A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

Automatic Location Identification (ALI)

The automatic display, on equipment at the PSAP, of the location of the caller's telephone number, the address for the telephone, including non-listed and non-published numbers and addresses, and other information about the caller's location.

Emergency Service

A telecommunications service that permits the use of the local exchange network and the three-digit number 9-1-1 for reporting police, fire, medical, or other emergency situations to a PSAP and referral to a public agency. Emergency service does not include discretionary equipment purchased by, or contracted for, that is not essential to the provision of 9-1-1 or E9-1-1 service. (T)
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ISSUED: July 9, 2008

EFFECTIVE: July 16, 2008

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Intrado Communications Inc.

Florida Price List No. 1 (T)
2nd Revised Sheet 10 (T)
Cancels 1st Revised Sheet 10

2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.1 DEFINITION OF TERMS (CONT'D.) (T)

(D)
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(D)

Basic Local Exchange Service or Basic Service

The telecommunications service that provides a local dial tone line and local usage necessary to place or receive a call within an exchange area and any other services or features that may be added by the Commission.

Bit

The smallest unit of information in the binary system of notation.

Building

A structure occupied by one or more Customers.

Campus

A group of two or more buildings or spaces located on a single owned continuous or contiguous property.

Central Office (CO)

A switching unit providing telecommunication services to the general public, designed for terminating and interconnecting lines and trunks. More than one CO may be located in a building.

Central Office Line

See "Exchange Access Line."

Certified Telecommunications Provider

Providers of telecommunications local exchange service who are certified with the Florida Public Service Commission as a Local Exchange Services Provider.

Commission

Florida Public Service Commission.

(N)
(N)

Common Carrier

An authorized company or entity providing telecommunications services to the public.

Company

Refers to Intrado Communications Inc.

ISSUED: July 8, 2008

EFFECTIVE: July 9, 2008

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Intrado Communications Inc.

Florida Price List No. 1 (T)
2nd Revised Sheet 11 (T)
Cancels 1st Revised Sheet 11

2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.1 DEFINITION OF TERMS (CONT'D.) (T)

Customer

A person, partnership, firm, municipality, cooperative organization, corporation, or governmental agency furnished communications service by the Company under the provisions and regulations of this price list and who is responsible for paying the communication service bills and for complying with the rules and regulations of the Company. (T)

Dedicated

A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

Demarcation Point

The point of interconnection between the Company's regulated telecommunications facilities and terminal equipment, protective apparatus or wiring at the premise. The demarcation point location will be within twelve inches (12) of the protector, or when there is no protector, within twelve inches (12) (or as close as practicable) of the point at which the cable/wire enters the Customer premises.

Duplex Service

Service that provides for simultaneous transmission in both directions. (T)

E9-1-1 Features

The ANI, ALI database and selective routing capabilities and all other components of an E9-1-1 system, not including the transport and switching facilities.

E9-1-1 Facilities

The facilities provided by the basic emergency service provider that interconnect to the wireless providers, certificated local exchange carriers, and other services that are used to transport E9-1-1 and other emergency calls to the PSAP. The facilities may include the use of E9-1-1 tandem switches or direct trunking of E9-1-1 calls to the PSAPs. (T)

E9-1-1 Tandem or 9-1-1 Selective Routing Tandem

The switch that provides the routing and switching of 9-1-1 calls. The E9-1-1 Tandem controls delivery of the call with ANI to the PSAP and provides selective routing, speed calling, selective transfer, fixed transfer, and certain maintenance functions for each PSAP. (T)

E9-1-1 Selective Router Trunk

A trunk from a Selective Router capable of transmitting the ANI associated with an End User call to 911. The E9-1-1 Selective Router Trunk may be between a Selective Router and a PSAP or between Selective Routers. The latter configuration may also be known as an inter-Selective Router Trunk. (N)

ISSUED: July 8, 2008

EFFECTIVE: July 9, 2008

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Intrado Communications Inc.

Florida Price List No. 1 (T)
2nd Revised Sheet 12 (T)
Cancels 1st Revised Sheet 12

2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.1 DEFINITION OF TERMS (CONT'D.) (T)

E9-1-1 Trunks

The trunks that connect from the end office serving the individual telephone that originates a 9-1-1 call to the E9-1-1 Selective Router. (T)
(T)

(D)
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|
(D)

Emergency Telephone Service

A telephone system using the three-digit number 9-1-1 to report police, fire, medical or other emergency situations.

End User

The term “End User” means the Person that subscribes to (subscriber of record) and/or uses the Telecommunications Services provided by the Company. (T)
(T)

Enhanced 9-1-1 (E9-1-1)

An emergency telephone service that includes ANI, ALI (including non-listed and non-published numbers and addresses), and selective routing, to facilitate public safety response. (T)

Entrance Facilities

Those facilities from the property line to the point at which the cable enters the premises and terminates at the protector.

Facilities

Central office equipment, supplemental equipment, apparatus, wiring, cables (outside plant) and other material and mechanisms necessary to or furnished in connection with the services of the Company.

Fiber Optic Cable

A thin filament of glass with a protective coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Geographic Area

The area such as a city, county, municipality, multiple counties, or other areas defined by a governing body or other governmental entity for the purpose of providing public agency response to 9-1-1 calls.

ISSUED: July 8, 2008

EFFECTIVE: July 9, 2008

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Intrado Communications Inc.

Florida Price List No. 1 (T)
2nd Revised Sheet 13 (T)
Cancels 1st Revised Sheet 13

2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.1 DEFINITION OF TERMS (CONT'D.) (T)

Governing Body

A board or county commissioners of a county or the city council or other governing body of a city, city and county, or town or the board of directors of a special district. (T)

Holiday

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day.

Individual Case Basis (ICB)

A service arrangement in which the regulations, rates, charges and other terms and conditions are developed based on the specific circumstances of the individual End User. (T)

Inside Wire

Wiring located on the building owner's/Customer's side of the demarcation point. Such wiring is deregulated. Installation and maintenance of Inside Wiring is the responsibility of the Customer or premises owner.

Local Access and Transport Area (LATA)

A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

Local Exchange Carrier (LEC)

Refers to any person, corporation or entity that pursuant to the statutes and rules of the State of Florida and the Commission is authorized to provide local exchange telecommunications services on a resale or facilities basis. (N)

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ISSUED: July 8, 2008

EFFECTIVE: July 9, 2008

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Intrado Communications Inc.

Florida Price List No. 1
1st Revised Sheet 13.1
Cancels Original Sheet 13.1

2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.)

2.1 DEFINITION OF TERMS (CONT'D.)

Local Exchange Service

Refers to local service that allows a subscriber to complete calls through facilities provided for intercommunications to other telephones within a specified area without payment of toll charges. This service also provides access to and from the telecommunication network for long distance calling.

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Master Street Address Guide (MSAG)

A database of street names and house number ranges within their associated communities that defines Emergency Service Zones (ESZs) and their associated Emergency Service Numbers (ESNs) to enable proper routing of E911 calls

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Maintenance of Service

Maintenance of Service (Trouble Isolation) denotes an occurrence of a visit to a Customer's premises in connection with a service difficulty when it is determined that the difficulty is due to a condition in Customer-provided facilities, terminal equipment, a communication system or for Customer-maintained premises wire. When a Maintenance of Service visit is made, Premises Work Charges will apply.

Mbps

Megabits, denotes millions of bits per second.

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Some material now found on this sheet previously found on 1st Revised Sheet 13

ISSUED: July 9, 2008

EFFECTIVE: July 16, 2008

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Intrado Communications Inc.

Florida Price List No. 1 (T)
2nd Revised Sheet 14 (T)
Cancels 1st Revised Sheet 14

2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.1 DEFINITION OF TERMS (CONT'D.) (T)

Minimum Point of Entry

The closest practicable point to where regulated facilities of the Company cross a property line or enter a building.

National Emergency Number Association (NENA)

An international not-for-profit organization whose purpose is to lead, assist, and provide for the development, availability, implementation and enhancement of a universal emergency telephone number or system common to all jurisdictions through research, planning, publications, training and education.

Network Control Signaling

Transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charging signals), address signaling (e.g., dialing), calling and called number identification, audible tone signals (call process signals indicating reorder or busy conditions, alerting tones) to control the operating of switching equipment in the system.

Network Facilities

All Company facilities from the central office up to and including the Standard Network Interface at the demarcation point.

Non-listed service

Telephone numbers that are not published in the telephone directory but are available through directory assistance.

Non-published service

Telephone numbers that are neither published in the telephone directory nor available through directory assistance.

Nonrecurring Charge

A charge associated with a given service or item of equipment which applies on a per service and/or a per item basis each time the service or item of equipment is provided or changed.

Pseudo Automatic Number Identification (pANI)

Refers to a number, which may be used in lieu of ANI, for query into routing databases for the delivery to PSAPs and corresponding ALI of E911 calls. (T)
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Some material previously found on this sheet now found on 2nd Revised Sheet 15

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ISSUED: July 8, 2008

EFFECTIVE: July 9, 2008

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Intrado Communications Inc.

Florida Price List No. 1 (T)
2nd Revised Sheet 15 (T)
Cancels 1st Revised Sheet 15

2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.1 DEFINITION OF TERMS (CONT'D.) (T)

Person (M)

Any individual, firm, partnership, copartnership, limited partnership, joint venture, association, cooperative organization, limited liability corporation, corporation (municipal or private and whether organized for profit or not), governmental agency, state, county, political subdivision, state department, commission, board, or bureau, fraternal organization, nonprofit organization, estate, trust, business or common law trust, receiver, assignee for the benefit of creditors, trustee, or trustee in bankruptcy or any other service user. (M)

Premises

See "Same Premises."

Premises Work Charge

A time-sensitive one-time charge that applies to Customer requested work done by the Company on the Customer's side of the Network Interface.

Private Branch Exchange (PBX) (T)

An arrangement that comprises manual and/or automatic common equipment, wiring and station apparatus, and which provides for interconnection of main station lines associated with an attendant position and/or common equipment located on the Customer's premises or extended to another premises of the same Customer.

PBX Service

This service provides for centralized processing of exchange access by stations through groups of Central Office trunks, WATS lines, etc., or with other communication systems through voice circuits connected to the common equipment. Interconnection between stations through the common equipment is an inherent feature of the service.

Protector

An electrical device located in a central office, a Customer premises or any where along the telecommunications facility path. This device protects both the Company's and the Customer's property and facilities from high voltages and surges in current.

Public Agency

Any city, city and county, town, county, municipal corporation, public district, or public authority located in whole or in part within this state which provides or has the authority to provide fire fighting, law enforcement, ambulance, emergency medical, or other emergency services.

Public Safety Answering Point (PSAP)

A facility equipped and staffed to receive 9-1-1 calls from the basic emergency service provider. PSAPs operate under the direction of the governing body and are responsible to direct the disposition of 9-1-1 calls.

Some material now found on this sheet previously found on 1st Revised Sheet 14

ISSUED: July 8, 2008

EFFECTIVE: July 9, 2008

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Florida Price List No. 1 (T)
2nd Revised Sheet 16 (T)
Cancels 1st Revised Sheet 16

2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.1 DEFINITION OF TERMS (CONT'D.) (T)

Reseller of Local Exchange Service (Resellers) (T)

For the purpose of this Price List, a reseller of basic local exchange service is providing basic local exchange service.

Routing

The central office programming required to transport a 9-1-1 call to the correct 9-1-1 Tandem.

Same Premises

All the space in the same building in which a Customer has the right of occupancy to the exclusion of others or shares the right of occupancy with others; and all space in different buildings on continuous property, provided such buildings are occupied solely by one Customer. Foyers, hallways, and other space provided for the common use of all occupants of a building are considered the premises of the operator of the buildings.

Shared facility

A facility or equipment system or subsystem which can be used simultaneously by several Customers.

Selective Routing

The capability of routing an E9-1-1 call to a designated PSAP based upon the seven-digit or ten-digit telephone number of the subscriber dialing 9-1-1.

Standard Network Interface (SNI)

A standard Federal Communications Commission (FCC) registration jack or its equivalent, which is provided, installed, owned and maintained by the Company at the Customer's premises. The SNI is placed at the point on the Customer's premises where all premises services are connected to the telecommunication's network via Company or Customer owned facilities/wire.

Supporting Structure

Consisting, of, but not limited to, pipes, conduits, risers, poles, trenches, backboards, plenum spaces, etc., as required for the physical placement, protection and support of telecommunications facilities. These structures are furnished, installed and maintained at the expense of the premises owner for use by the Company in terminating regulated facilities.

TDD/Text Phone

A telecommunications device for use by the hearing or speech impaired that employs graphic communication in the transmission of coded signals through a wire or radio communication system. (T)

ISSUED: July 8, 2008

EFFECTIVE: July 9, 2008

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Intrado Communications Inc.

Florida Price List No. 1 (T)
2nd Revised Sheet 18 (T)
Cancels 1st Revised Sheet 18

2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.2 ESTABLISHING AND FURNISHING SERVICE

These regulations are added to those pertaining to specific service items in other sections. Any change in rates, charges or regulations approved by appropriate governmental authority modifies all service terms and conditions unless otherwise specified in writing pursuant to an ICB agreement, the following terms and conditions will apply to the services.

2.2.1. APPLICATION FOR SERVICE

2.2.1.1. Applications for establishment of service must be made to the Company in writing. These applications become contracts upon approval by the Company and the customer or the establishment of the service, and shall be subject at all times to the lawful rates, charges and regulations of the Company.

2.2.1.2. Requests from Customers for additional service or equipment must be made in writing and, upon approval of installation of the service, become a part of the original contract, except that each additional item is subject to the appropriate Price List rates, charges and initial contract period, if any.

2.2.1.3. Any change in rates, charges or regulations authorized by the legally constituted authorities will act as a modification of all contracts to that extent without further notice.

2.2.2. REFUSAL

The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously furnished, until the indebtedness is satisfied.

ISSUED: July 8, 2008

EFFECTIVE: July 9, 2008

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Florida Price List No. 1 (T)
2nd Revised Sheet 19 (T)
Cancels 1st Revised Sheet 19

2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.2 ESTABLISHING AND FURNISHING SERVICE (CONT'D.) (T)

2.2.3. CANCELLATIONS AND DEFERMENTS

When the Company advises a Customer that ordered services are available on the requested due date, and the Customer is unable or unwilling to accept service at that time, the facilities will be held available for the Customer for a 30 business day grace period. If after 30 business days the Customer has still not accepted service, regular monthly billing for the ordered services may begin, or the facilities will be released for other service order activity, and cancellation charges (non-recurring charges that would have applied had the service been installed) may be applied. These cancellation and deferment provisions apply to requests for all Company services.

2.2.4. USE OF SERVICE

2.2.4.1. Customer service will be furnished to business Customers for:

- The Customer;
- The Customer's employees and representatives;
- Customers who share the Company's service;
- Joint users of Company provided services.

2.2.4.2. Intrado Communications' services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of the Company's services. (T)

2.2.4.3. The Company's services are available for use twenty-four (24) hours per day, seven (7) days per week. (T)

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EFFECTIVE: July 9, 2008

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Intrado Communications Inc.

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Cancels 1st Revised Sheet 20

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- 2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)**
- 2.2 ESTABLISHING AND FURNISHING SERVICE (CONT'D.) (T)**
- 2.2.5. OBLIGATION TO FURNISH SERVICE**
- 2.2.5.1. The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain, and maintain with just and reasonable earnings, suitable rights and facilities, and to provide for the installation of those facilities required to the furnishing and maintenance of that service. At the option of the Company, in managing its facilities, certain regular service restrictions may be temporarily imposed at locations where new or additional facilities being constructed are not readily available to meet service demands.
- 2.2.5.2. The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.
- 2.2.5.3. The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Price List until the indebtedness is satisfied.
- 2.2.5.4. When connections are requested and facilities to provide the required connections at the CO normally designated to serve the premises of the Customer are inadequate, facilities may be furnished from another CO to provide the requested interconnection. Under such circumstances additional monthly rates and installation charges will apply.
- 2.2.5.5. The customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the customer or any joint user or customer of the customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

ISSUED: July 8, 2008

EFFECTIVE: July 9, 2008

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Intrado Communications Inc.

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2nd Revised Sheet 21 (T)
Cancels 1st Revised Sheet 21

2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.2 ESTABLISHING AND FURNISHING SERVICE (CONT'D.) (T)

2.2.6. LIMITED COMMUNICATION

The Company reserves the right to limit use of its services when emergency conditions arise that cause a shortage of facilities.

2.2.7. RESALE/SHARING OF SERVICE

Service on Customers' premises furnished by the Company shall not be used for performing any part of the work of transmitting, delivering, or collecting any message where any toll or consideration has been or is to be paid any party other than the Company, without written consent of the Company.

ISSUED: July 8, 2008

EFFECTIVE: July 9, 2008

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Intrado Communications Inc.

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.3. TERMINATION OF SERVICE – COMPANY INITIATED

The Company may terminate service, with notice, due to:

2.3.1. Nonpayment

2.3.1.1. The Company may, by notice in writing to the Customer, in accordance with paragraph 2.6.2.9, suspend or terminate the service for nonpayment of any sum due the Company.

2.3.1.2. Exception: The Company may not use its purchase of a Customer's indebtedness, i.e., the accounts receivable from another telecommunications service provider as a basis to deny or discontinue providing its services to that Customer.

2.3.2. Abandonment

In the event of the abandonment of the service, the Company may terminate its service.

2.3.3. Abuse

Use of service that interferes with another Customer's service or that is used for any purpose other than its express intended purpose, or if a Customer or End User causes or permits any signals or voltages to be transmitted over the Company's network in such a manner as to cause a hazard or to interfere with services to other Intrado Communications Customers (T)
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2.3.4. Fraud

Abuse or fraudulent use of service includes the use of facilities of the Company to transmit a message or locate a person otherwise to give or obtain information, without the payment of a toll charge. The Company reserves the right to discontinue or refuse service because of fraudulent use of its service.

2.3.5. Unlawful Use of Service

The service is furnished subject to the condition that it will not be used for an unlawful purpose. Upon request of an order from a court, acting within its jurisdiction, advising that such service is being used or will be used in violation of law, service will be discontinued.

2.3.6. Violation of Price List

Any other violation of the regulations of the Company or this Price List, the Company may in its sole discretion, without notice, either suspend service or terminate the service without suspension.

ISSUED: July 8, 2008

EFFECTIVE: July 9, 2008

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Intrado Communications Inc.

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- 2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)**
- 2.4. SPECIAL SERVICES**
- 2.4.1. General
- 2.4.1.1. The rates and charges quoted in the Price Lists of the Company contemplate the use of service arrangements, equipment and facilities in quantities and types regularly furnished by the Company. Where equipment, facilities, or service arrangements are requested which are not provided for in the Company's applicable Price Lists, monthly rates and one-time charges, such as nonrecurring and construction charges, will apply based on the circumstances in each case.
- 2.4.1.2. These special equipment and service items will be provided whenever, in the judgment of the Company, there is a valid reason for providing the service requested. In such cases, the Company reserves the right to require an initial contract period commensurate with relevant circumstances.
- 2.4.1.3. The rates and charges specified contemplate that work will be performed during regular working hours, 9:00AM – 5:00PM, Monday – Friday except Holidays, and that work once begun will not be interrupted by the Customer. If, at the request of the Customer, work is performed outside of regular working hours, either to meet the Customer's convenience or because the time allowed is insufficient to permit completion during regular hours or if the Customer interrupts work which has begun, the Customer may be required to pay any additional costs incurred. (T)
- 2.4.1.4. The rates and charges quoted in the Price Lists of the Company contemplate the use of standard procedures and practices for furnishing service, equipment and facilities. Where the Customer requests special procedures or practices, such as expedited material handling or shortened installation intervals through the use of overtime, etc., additional rates and charges will apply based on the circumstances in each case. These special practices or procedures will be provided at the discretion of the Company, depending upon each individual case.

ISSUED: July 8, 2008

EFFECTIVE: July 9, 2008

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.5. TERMINATION OF SERVICE – CUSTOMER INITIATED

2.5.1. Initial Contract Period

2.5.1.1. An initial contract period of one year will apply unless otherwise specified.

2.5.1.2. Where service is disconnected and subsequently reestablished at the same location for the same or a different Customer, a new initial contract period will apply, whether or not the equipment has been removed.

2.5.1.3. Where the provision of service requires unusual costs or involves special assemblies of equipment, or where the provision of service requires construction of facilities for possible short term use, the Company reserves the right to require an initial contract period longer than one year in addition to any construction charge that may be applicable.

2.5.2. Charges for Termination of Service

2.5.2.1. Nonrecurring charges do not apply to disconnect service unless otherwise specified.

2.5.2.2. After the expiration of the initial contract period, service may be terminated upon reasonable advance notice to the Company and payment of all charges due to the date of termination of the services.

2.5.2.3. Prior to the expiration of the initial contract period, service may be terminated upon reasonable advance notice to the Company and upon payment of the termination charges hereinafter provided, in addition to all charges for the period service has been rendered.

2.5.3. Service Involving Unusual Cost

Where the provision of service requires construction of facilities for possible short term use, or involves unusual costs or special assemblies of equipment, the initial contract period and termination charge base will be determined by the Company in each individual case.

2.5.4. Termination Liability

Services provided via service agreements will be subject to Termination Liability.

ISSUED: July 8, 2008

EFFECTIVE: July 9, 2008

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Cancels 1st Revised Sheet 25

2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.5 TERMINATION OF SERVICE – CUSTOMER INITIATED (CONT'D.) (T)

2.5.4 Termination Liability (Cont'd.) (T)

2.5.4.1. Definitions

Minimum Service Period

When services are provided under a service agreement, a Minimum Service Period may be established. This would be the period of time that the 100% factor of the Termination Liability Charge would apply.

2.5.4.2. Complete Disconnect

If the Customer chooses to completely discontinue service, at any time during the term of the agreement, a termination charge will apply. The termination charge will be determined on an individual case basis.

ISSUED: July 8, 2008

EFFECTIVE: July 9, 2008

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.6. PAYMENT FOR SERVICE

2.6.1. CUSTOMER RESPONSIBILITY

The Customer is responsible for payment of all charges for facilities and services furnished the Customer, including charges for services originated, or charges accepted, at such facilities.

2.6.2. PAYMENT OF BILLS

2.6.2.1. Customers will either be billed directly by the Company or its intermediary, or charges will be included in the Customer's regular bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable customer.

2.6.2.2. Unless otherwise specified, all charges for Company-provided services, equipment and facilities, exclusive of usage or transaction sensitive charges, start the day after service is installed, continue through the day service is disconnected and are payable monthly in advance. Charges for usage or transaction related services are payable monthly except the Company reserves the right to require payment of such charges at more frequent intervals.

2.6.2.3. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

2.6.2.4. In the event a Customer is indebted to the Company for charges and services previously rendered in Florida, or for service under one or more accounts at the same location, and the Customer does not pay the charges or satisfy such indebtedness, the Company may charge and bill such indebtedness against other accounts of this Customer.

2.6.2.5. In the event that payment from a Customer is less than the total amount of all charges owing to the Company and the Customer does not specifically designate the manner in which he wishes to apply said payment, then the Company may apply all or any part of the payments received to such accounts or indebtedness in any manner that the Company deems appropriate.

ISSUED: July 8, 2008

EFFECTIVE: July 9, 2008

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Florida Price List No. 1 (T)
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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.6.2 PAYMENT FOR SERVICE (CONT'D.) (T)

2.6.2.6. Except as otherwise specified, where the rate to be charged for a particular service is determined by applying a percentage of similar factor to a quoted rate, and such computation results in a fraction, the charge for the service shall be computed to the nearest cent, a half cent being increased to the next higher cent.

2.6.2.7. The furnishing of services, equipment and facilities and any indebtedness resulting therewith shall not result in a lien, mortgage or other security interest in any real or personal property of the Customer, unless such indebtedness has been reduced to judgment.

2.6.2.8. Service may be discontinued or refused to a Customer for the nonpayment of any sum for service furnished in the State of Florida or for the provision of facilities which also have been provided in Florida.

2.6.2.9. Unless otherwise specified, in the event it becomes necessary for service to be discontinued to a Customer for nonpayment, a written notice of at least seven days (measured from the date of mailing) will be given to the Customer advising the Customer of the amount due and the date by which the same must be paid. If the Customer fails to pay or make suitable arrangements for payment by said due date, the Company may suspend the service or discontinue the service and remove any or all equipment from the Customer's premises.

2.6.2.10. Payment of bills for service may be made by any means mutually acceptable to the Customer and the Company. Payment that is not honored or paid by the payer's designated financial institution will be considered as nonpayment. A returned payment charge is applicable to the account for each occasion that a payment is returned to the Company for reason of insufficient funds or closed account.

	Maximum Charge
• Returned Payment Charge	\$20

2.6.2.11. Customers may have the following options as to the method of paying bills for Company provided service(s):

- If by U.S. Mail, by check or money order only;
 - Through an agent of the Customer;
 - By any means acceptable to financial institutions and the Company.
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ISSUED: July 8, 2008

EFFECTIVE: July 9, 2008

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.6.2 PAYMENT FOR SERVICE (CONT'D.) (T)

2.6.2.12. Payments received by the Company on or before the due and payable date on the Customer's bill will be considered timely, provided the following billing information is remitted with payment:

- Customer's name;
- Customer's telephone number
- Customer's address;
- Customer's Account Code (if applicable);
- Customer's account type;
- Amount of payment;
- Other information as required by the service agreement.

2.6.2.13. Payments received by the Company after the due and payable date on the Customer's bill, but at least one day before the termination date on the suspension notice, may result in discontinuance of the Customer's service unless the following billing information is remitted with the payment:

- All of the items enumerated in 2.6.2.12., and
- The final payment date before discontinuance for nonpayment.

2.6.2.14. The Company will not be responsible if a Customer's service is discontinued after payment has been remitted, unless the payment is timely, as set forth in 2.6.2.12. or, if the payment is not timely, the requirements of 2.6.2.13. have not been met.

ISSUED: July 8, 2008

EFFECTIVE: July 9, 2008

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Intrado Communications Inc.

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.7. LATE PAYMENT CHARGES

2.7.1. A maximum late payment charge of 1.5% per month applies to all billed balances that are not paid by the billing date shown on the next bill unless the balance is \$45.00 or less.

2.7.2. Collection procedures, temporary disconnection of service, and the requirements for deposit are unaffected by the application of a late charge. The late payment charge does not extend the time for payment or otherwise enlarge or change the rights of a Customer. Notice of intention to pay late will not avoid this charge.

2.7.3. The late payment charge does not apply to the following:

- Bills mailed more than ten days after bill date.
- Final bills.
- One time miscellaneous bills.
- Billed amounts under dispute that are resolved to the Company's satisfaction in the Customer's favor.

2.7.4. The Company is entitled to recover from the customer the Company's cost of collection including reasonable attorney fees.

ISSUED: July 8, 2008

EFFECTIVE: July 9, 2008

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.8. ADJUSTMENT OF CHARGES

2.8.1. Interruptions

2.8.1.1. For the purpose of applying this provision, the word “interruption” shall mean the inability to complete calls either incoming or outgoing or both. Interruption does not include, and no credit allowance shall be given for, service difficulties such as busy circuits or other network and/or switching capacity shortages or as further defined.

2.8.1.2. The credit allowance will not apply where service is interrupted by the negligence or willful act of the Customer or the failure of facilities provided by the Customer, or where the Company, pursuant to the terms of the Price List, suspends or terminates service because of unlawful or improper use of the facilities or services, or any other reason covered by the Price List or as further defined.

2.8.1.3. No credit allowance shall be made for interruptions in service due to electric power failure where, by the provisions of this Price List or as further defined, the Customer is responsible for providing electric power.

2.8.1.4. Should any such error, mistake, omission, interruption, failure, delay, defect or malfunction of equipment or facilities result in an interruption or failure of jurisdictional service to a Customer for more than eight hours during a continuous 24-hour period after being reported by the Customer or discovered by the Company, whichever occurs first, an appropriate adjustment shall be made automatically by the Company to the Customer’s bill. The adjustment, unless further defined, shall be a credit allowance on the monthly bill of 1/30 of the Price List monthly rate for all jurisdictional services and facilities affected by such interruption or failure for each occurrence of more than eight hours in a continuous 24-hour time period after notice by the Customer or discovery by the Company, whichever occurs first. Credit allowances in any billing period shall not exceed the total charges for that period for the services and facilities that are affected by the interruption or failure.

2.8.1.5. In addition and not by way of limitation, in the event that there is a delay in installation of service, if any service date is promised, or any failure to service or properly maintain the items of service as provided for herein concerning maintenance or any failure to repair or replace the items of service as provided in 2.8.1.4., then the refunds provided in 2.8.1.4. shall be the exclusive remedy against the Company.

2.8.1.6. Under all circumstances set forth above, the Company shall not be liable to the Customer or any other persons for special, incidental, punitive or consequential damages, losses, expenses, or costs, if any.

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.9. LIABILITY OF THE COMPANY

2.9.1. SERVICE LIABILITIES

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

In view of the fact that the Customer has exclusive control of their communications over the facilities furnished them by the Company, and of the other uses for which facilities may be furnished them by the Company, and because of unavoidable errors incidental to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the following terms, conditions and limitations.

2.9.2. Limitations

2.9.2.1. Except as otherwise provided herein, no liability for direct, incidental punitive or consequential damages shall attach to the Company, its officers, directors, agents, servants or employees, for damages or costs arising from errors, mistakes, omissions, interruptions, failures, delays, or defects or malfunctions of equipment or facilities, in the course of establishing, furnishing, maintaining, rearranging, moving, terminating, or changing the service(s) or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the Customer or End Users of the service or facilities) in the absence of willful and wanton conduct, whether a claim for such liability is premised upon breach of contract, breach of warranty, fulfillment of warranty, negligence, strict liability, misrepresentation, fraud, or any other theories of liability. (T)

2.9.2.2. The sole and exclusive remedy against the Company for an interruption or failure of service resulting from errors, mistakes, omissions, interruptions, failures, delays, or defects or malfunctions of equipment or facilities shall be as follows: The Company shall repair or replace any item of its facilities or defective part thereof at its expense. The Company shall have the option to decide whether to repair or to replace its facilities.

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EFFECTIVE: July 9, 2008

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- 2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)**
- 2.9 LIABILITY OF THE COMPANY (CONT'D.) (T)**
- 2.9.3. Transmission
- 2.9.3.1. The Company does not transmit messages but offers the use of its facilities, when available, for communications between parties, each of whom is present at a telephone or communications device.
- 2.9.3.2. The 9-1-1 emergency telephone number quickly summons emergency service in a crisis. When persons dial “9-1-1” to report an emergency, the telephone number (including non-published numbers) and address may be automatically displayed on a viewing screen located at the 9-1-1 answering centers and the call may also be recorded. The display of the calling number and address enables the emergency agency to quickly locate the caller if the call is disrupted by the crisis.
- 2.9.3.3. The 9-1-1 caller forfeits the privacy afforded by non-listed and non-published service to the extent that the telephone number, the address and name associated with the originating station location are furnished to the PSAP. Telephone subscribers (published and non-published) consent to the storage and retention of the subscriber name, telephone number and address in the database management systems and also consent to access of this information by Public Agencies for the sole purpose of responding to emergency calls.
- 2.9.3.4. The Customer indemnifies and saves the Company harmless against claims for libel, slander, or infringement of copyright or trade secrets from the material transmitted over the Company’s facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems of the Customer, and against all other claims arising out of any act or omission of the Customer in connection with facilities provided by the Company.
- 2.9.4. Connections with other telecommunications providers
- When the facilities or services of other companies are used in establishing connections to points or services provided to Customers not reached by the Company’s facilities, the Company is not liable for any act or omission of the other company or companies and their agents, servants, or employees.
- 2.9.5. Defacement of Premises
- The Company shall not be liable for any defacement of, or damage to, Customer’s premises resulting from the existence of the Company’s instruments, apparatus, or wiring, on such premises, or caused by the installation or removal, when such defacement or damage is not the result of the negligence of the Company.

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EFFECTIVE: July 9, 2008

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.9 LIABILITY OF THE COMPANY (CONT'D.) (T)

2.9.6. 9-1-1
The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person affected by the dialing of the digits "9-1-1."

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2. **GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.)** (T)
- 2.10. **MAINTENANCE AND REPAIR**
- 2.10.1. All ordinary expense of maintenance and repair in connection with services provided by the Company is borne by the Company unless otherwise specified.
- 2.10.2. Nonrecurring charges do not apply to repair services.

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.11. DATABASE ERRORS OR OMISSIONS

2.11.1. Notwithstanding any other provisions herein, the Company expressly denies any representation or warranty that database records, data, or other information created, utilized or furnished hereunder will be furnished without interruption or free of errors or omissions. In no event shall the Company, its officers, directors, agents, servants, or employees, be liable for direct, incidental, punitive, or consequential damages for damages, injuries or costs arising from any such interruptions, errors, or omissions, whether a claim for such liability is premised upon breach of contract, breach of warranty, fulfillment of warranty, negligence, strict liability, misrepresentation, fraud, or any other theories of liability.

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.12. RESPONSIBILITIES OF THE CUSTOMER

2.12.1. LOST OR DAMAGED EQUIPMENT

2.12.1.1. In the case of damage to, or destruction of, any of the Company's equipment, instruments, apparatus, accessories or wiring due to the negligence or willful act of the Customer and not due to ordinary wear and tear, the Customer will be held responsible for the cost of restoring the equipment, instruments, apparatus, accessories or wiring to its original condition, or of replacing the equipment, instruments, apparatus, accessories or wiring destroyed.

2.12.1.2. The Customer is required to reimburse the Company for loss, through theft of equipment, instruments, apparatus, accessories or wiring furnished to the Customer.

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.13. BUILDING SPACE AND ELECTRIC POWER SUPPLY

2.13.1. All operations at the Customer's premises will be performed at the expense of the Customer and will be required to conform to whatever rules and regulations the Company may adopt as necessary in order to maintain a proper standard of service.

2.13.2. The Customer is required to provide adequate building space, lighting and atmospheric control for the proper installation, operation and maintenance of the equipment and facilities placed by the Company on his premises.

2.13.3. When Company equipment, installed on the Customer's premises, requires power for its operation, the Customer is required to provide such power. The Customer is required to provide adequate commercial power, wiring, electrical outlets, and environmentally appropriate conditions necessary for the proper operation of the Company's equipment on the Customer's premises.

2.13.4. The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for the Company's personnel to install, repair, maintain, program, inspect or remove equipment with the provision of the Company's services. (T)

2.13.5. The Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities or services, that the signals emitted into the Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this Price List and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon five (5) days written notice via first class U.S. mail, terminate the Customer's service. (T)

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.14. SPECIAL TAXES, FEES, CHARGES

2.14.1. Rate schedules of the Company in Florida do not include any municipal, license, franchise, or occupation tax, costs of furnishing service without charge, or similar taxes or impositions on the Company.

2.14.2. The amount paid by the Company to a municipality as a cost of doing business within that municipality under a franchise, or pursuant to a license or occupation tax levied by the municipality, will be added to the bill for service to the Company's Customers within such municipality for the privilege of employment within the municipality shall be so surcharged.

2.14.3. A monthly surcharge to recover the additional expense related to any municipal, license, franchise, or occupation tax, costs of furnishing service without charge, or similar taxes will be added to Customer bills for all recurring and nonrecurring rates and charges for all intrastate service except returned check charges and late payment charges.

2.14.4. Introduction, cancellation, or modification of a surcharge will be effective on the date of the Customer's first bill rendered after the effective date of the change.

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.15. Promotional Offerings

2.15.1. Nonrecurring Charges

During specific promotional periods not to exceed 90 days, the offer may be made to reduce nonrecurring charges on a non-discriminatory basis. Each such offer shall be briefly described in a sequentially numbered informational letter to the Commission on seven days notice.

2.15.2. Recurring Rates and Charges

For the purpose of encouraging Customers to try different telecommunications services, the Company may offer promotional programs. The purpose of these programs is to waive or reduce recurring rates or charges to introduce present or potential Customers to Intrado Communications' product(s) or service(s) not currently being received by the Customer. (T)
The Company may also offer incentives or other benefits to Customers to encourage the purchase or retention of any such service or product. Any such offers will be made on a non-discriminatory basis but are subject to service and facility availability and are subject to Commission rule requirements and state statutes.

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3. THIS SECTION IS RESERVED FOR FUTURE USE

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EFFECTIVE: July 9, 2008

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4. THIS SECTION IS RESERVED FOR FUTURE USE

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5. Emergency Services

5.1 Intelligent Emergency Network® Service (T)

Intelligent Emergency Network Services are telecommunications services that permit a Public Safety Answering Point (PSAP) to receive emergency calls placed by dialing the number 9-1-1 and/or emergency calls originated by personal communications devices.

Intelligent Emergency Network Services support interconnection to other telecommunications service providers for the purpose of receiving emergency calls originated in their networks. Intelligent Emergency Network Services include 9-1-1 call routing and transfer services that use a call management system to either directly perform the selective routing of an emergency call to the appropriate PSAP, or may be used to hand-off the call to a separate 9-1-1 Service Provider (possibly a legacy 9-1-1 selective router) for call completion to the appropriate PSAP. Intelligent Emergency Network Services also provide call bridging and post call activity reporting. (T)

Intelligent Emergency Network 9-1-1 Routing includes a comprehensive data management and delivery service, ALI Management Services. ALI Management Services provide PSAPs more control over ALI data management with highly accurate data and superior reporting. ALI Management allows Customers to optimize their 9-1-1 operations. ALI Management Services offers superior features such as "drill down" metric reporting capabilities for wireline, wireless, and VoIP 9-1-1 calls. The solution includes a web interface for data queries and MSAG management. (T)

Intelligent Emergency Network Services are offered subject to the availability of facilities. The Customer is the Governing Authority that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this Price List. (T)

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Intelligent Emergency Network Services are only available under contract with a minimum term agreement of one year.

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5. **Emergency Services, (Cont'd.)**

5.1 **Intelligent Emergency Network Service, (Cont'd.)**

5.1.1 **9-1-1 Routing Service**

9-1-1 Routing is a public safety grade, specialized managed network for processing 9-1-1 calls that allows the PSAP to accommodate new technologies while simultaneously enabling more control over 9-1-1 call routing operations. The Company's solution utilizes a redundant, secure network. Facilities and nodes are geographically diverse and are equipped with physically redundant data communications and power equipment that allow for continuous operation and reliability. 9-1-1 Routing delivers emergency calls from both traditional and non-traditional voice networks. In addition to processing traditional TDM voice traffic, 9-1-1 Routing also provides Internet Protocol based call processing capabilities. (T)

Intrado Communications' 9-1-1 Routing Service facilitates interoperability and allows for specialized management of different call types. The Customer can designate, capture, and report on specific instructions for handling each call type: (T)

Wireline: Supports traditional wireline emergency calls originating from an end office, central office and/or enterprise private branch exchange (PBX) over standard based Centralized Automatic Message Accounting (CAMA), both analog and digital interfaces, SS7 and PRI interfaces.

Wireless: Supports delivery of wireless 9-1-1 calls to assigned PSAPs. Carriers having the capability to provide wireless handset ANI, cell site and sector and/or longitudinal and latitudinal (x,y) coordinates in the appropriate format, may connect directly to the 9-1-1 Routing Service.

VoIP: Supports delivery of voice over Internet protocol (VoIP) emergency calls originating from a VoIP Service Provider. VoIP Service Providers capable of providing calls and data in the appropriate format can connect directly to the 9-1-1 Routing Service. (T)

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5. Emergency Services, (Cont'd.)

5.1 Intelligent Emergency Network Service, (Cont'd.)

5.1.2 9-1-1 Routing Service Features

A. Automatic Number Identification (ANI)

Automatic Number Identification (ANI) is the feature by which the telephone number or other related routing (pANI) number associated with an inbound 9-1-1 caller is received by Intelligent Emergency Network 9-1-1 Routing and passed on to the proper PSAP. The ANI is also used to determine the proper PSAP to receive the inbound call.

B. 9-1-1 Routing Options

Selective Routing

The routing of a 9-1-1 call to the proper PSAP based upon the location of the caller. Selective Routing is typically accomplished by mapping the ANI to an ESN that has been derived based on the caller's location. The ESN maps to a specific routing rule that identifies the PSAP and possible alternative destinations.

Trunk Only Routing

Inbound trunks, typically from a given Telecommunications Carrier, can be designated to route all calls to a given destination, usually a specific PSAP. If Trunk Only Routing is not specified the system will attempt to perform Selective Routing.

Default Routing

When an incoming 9-1-1 call cannot be selectively routed due to the reception of an ANI number that is either not stored in the selective router data base, unintelligible ANI or when no ANI number is passed, a predetermined call route will be chosen and the caller will be terminated to the PSAP based upon the incoming trunk facility the call is passed over.

PSAP Abandonment Routing

If a situation arises where a PSAP must be closed or evacuated, this feature provides specific routing instructions for delivery of calls to recovery locations.

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5. **Emergency Services, (Cont'd.)**

5.1 **Intelligent Emergency Network Service, (Cont'd.)**

5.1.2 **9-1-1 Routing Service Features, (Cont'd.)**

C. **9-1-1 Transfer Options**

Fixed Transfer

Fixed transfer is a feature which enables a PSAP call taker to transfer a 9-1-1 call to a secondary destination (possibly another PSAP) by dialing a pre-assigned speed dial code or by use of a single button on an approved Customer telephone system that dials the appropriate code. (T)

Selective Call Transfer

Selective Call Transfer is a feature enabling a PSAP call taker to transfer an incoming 9-1-1 call to another agency by dialing a pre-assigned speed dial code associated with police, fire or medical agencies or by use of a single button on an approved Customer telephone system that dials the appropriate code. The specific transfer destination is determined by the caller's originating location as specified by the ESN. (T)

Manual Transfer

A PSAP call taker may transfer an incoming call manually by depressing the hook switch of the associated telephone or the "add" button on approved Customer telephone system, and dialing either an appropriate seven or 10-digit telephone number.

Alternate Routing

The Overflow Call Disposition transfer feature enables the ability for callers to be terminated either to a previously designated alternate call center, a prerecorded message or to a busy tone when all PSAP trunks are busy.

D. **Call Event Logging**

The Call Event Logging feature delivers reporting information containing the ANI received from a 9-1-1 call, the identity of the incoming trunk the Selective Router received the call over, the identity of the outgoing PSAP trunk the call is terminated to, and the date and time the call was delivered to its target destination, transferred and/or disconnected.

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5. **Emergency Services, (Cont'd.)**

5.1 **Intelligent Emergency Network Service, (Cont'd.)**

5.1.3 **ALI Management Service**

A. **MSAG Management**

The Company provides a data management and administration tool that automates the viewing and communication of updates, insertions, and deletions to the MSAG database. (T)

B. **MSAG Build Services**

Intrado Communications acts as the facilitator with the addressing authority in the creation and maintenance of the MSAG utilizing recognized National Emergency Number Association (NENA) standards. (T)

C. **English Language Translation (ELT) Management**

ELT information provides the names of fire, EMS and police jurisdictions associated with each ESN so that it may be delivered with the ALI to the PSAPs at the time of the E9-1-1 call. The requests are validated for accuracy and either updated into the database, or referred back to the PSAP for resolution. Upon completion of the transaction, notification is provided to the Customer

D. **Subscriber Record Management**

Subscriber Record Management is the collection of service order records from Telephone Service Providers (TSPs), validation of those records against the MSAG, and storage of the records for the generation of the ALI database.

E. **ALI Database Updates**

After processing and validating subscriber record updates, the Company posts ALI records for call routing and for retrieval and display by the PSAP during 9-1-1 calls. (T)

F. **ANI/ALI Discrepancy Resolution**

An ANI/ALI discrepancy occurs when an ALI record delivered to a PSAP does not match the information of the caller. Intrado Communications will investigate ANI/ALI discrepancy reports and refer each discrepancy to the respective TSP for resolution. (T)

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5. Emergency Services, (Cont'd.)

5.1 Intelligent Emergency Network Service, (Cont'd.)

5.1.3 ALI Management Services, (Cont'd.)

G. Misroute Resolution

An ANI/ALI misroute occurs when a 9-1-1 call is delivered to the incorrect PSAP. The Company investigates ANI/ALI misroute reports and refers each misroute report to the TSP for resolution. (T)

H. No Record Found (NRF) Resolution

An NRF occurs when the ANI provided does not exist in the ALI database and/or when NRF is displayed at the PSAP. The Company will resolve or refer each NRF to the respective TSP for resolution. (T)

I. Local Number Portability (LNP) Processing

Intrado Communications supports LNP, which allows subscribers to switch from one TSP to another without changing their phone numbers. (T)

J. ALI Delivery

ALI Delivery provides location information via the ALI Data Access Connections to a PSAP during a 9-1-1 call.

K. Data Support of Wireless and VoIP E9-1-1

Intrado Communications' database management systems support both Phase I and Phase II wireless and VoIP E9-1-1 call processing. This includes the E2 interface used by wireless service providers to communicate 9-1-1 caller location information to the ALI database. (T)

L. ALI Metrics Reporting

The Company provides access to reports that provide details on data transactions, the number of records processed, and the number of errors. (T)

ISSUED: July 8, 2008

EFFECTIVE: July 9, 2008

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5. Emergency Services, (Cont'd.)

5.1 Intelligent Emergency Network Service, (Cont'd.)

5.1.4 9-1-1 Exchange Access

9-1-1 Exchange Access provides one way call delivery trunks from the 9-1-1 Routing Service to the PSAP. The 9-1-1 Exchange Access trunks are conditioned to allow delivery of ANI to the PSAP. They also allow signaling from the PSAP to the 9-1-1 Routing Service to invoke special features of the 9-1-1 Routing Service, such as transfer, speed dialing, etc.

5.1.5 ALI Data Access Connections

ALI Data Access Connections provide the PSAP network access to the ALI Database for ALI Delivery.

5.1.6 Diverse Facility Routing

Where facilities exist and a Customer wishes to subscribe to such services, the Company will arrange for diverse routing over alternate voice and/or data paths to reduce the potential for service failure as a result of an interruption of transport facilities. (T)

Diverse routing is supplied to the extent made possible as determined by the availability of current facilities. Diversity at Customer locations and additions to existing facilities to obtain diversity, where feasible within E9-1-1 network and as determined by the respective facility provider, will be based upon the costs incurred by the respective facility provider and will be supplied upon Customer request.

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5. Emergency Services, (Cont'd.)

5.2 Intelligent Emergency Network 9-1-1 Routing Rules & Regulations

- 5.2.1** The Intelligent Emergency Network Service Customer may be a municipality, other federal, state or local governmental unit, an authorized agent of one or more municipalities or other federal, state or local governmental units to whom authority has been lawfully delegated. The Customer must be legally authorized to subscribe to the service and have public safety responsibility by law to respond to telephone calls from the public for emergency police, fire or other emergency services within the served territory.
- 5.2.2** Intelligent Emergency Network Service is provided by the Company where facilities and operating conditions permit.
- 5.2.3** Intelligent Emergency Network Service is not intended as a total replacement for the local telephone service of the various public safety agencies which may participate in the use of this service. The Customer must subscribe to additional local exchange services for purposes of placing administrative outgoing calls and for receiving other calls. (T)
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- 5.2.4** Application for Intelligent Emergency Network Service must be executed in writing by the Customer. If execution is by an agent, satisfactory evidence of the appointment must be provided in writing to the Company. At least one local law enforcement agency must be included among the participating agencies.
- 5.2.5** Intelligent Emergency Network Service is provided solely for the benefit of the Customer operating the PSAP as an aid in handling assistance calls in connection with fire, police and other emergencies. The provision of Intelligent Emergency Network Service by the Company shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any relationship with or any Company obligation direct or indirect, to any third person or legal entity other than the Customer.
- 5.2.6** The Company does not undertake to answer and/or forward 9-1-1 or other emergency calls, but furnishes the use of its facilities to enable the Customer's personnel to respond to such calls.

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5. Emergency Services, (Cont'd.)

5.2 Intelligent Emergency Network 9-1-1 Routing Rules & Regulations, (Cont'd.)

- 5.2.7** The rates charged for Intelligent Emergency Network Service do not contemplate the inspection or constant monitoring of facilities to discover errors, defects and malfunctions in the service, nor does the Company undertake such responsibility. The Customer shall make such operational tests as, in the judgment of the Customer, are required to determine whether the system is functioning properly for its use. The Customer shall promptly notify the Company in the event the system is not functioning properly.
- 5.2.8** The Company's liability for any loss or damage arising from errors, interruptions, defects, failures, or malfunctions of this service or any part thereof shall not exceed an amount equivalent to the pro rata charges for the service affected during the period of time that the service was fully or partially inoperative.
- 5.2.9** The Customer must furnish the Company its agreement to the following terms and conditions.
- A.** That all 9-1-1 or other emergency calls will be answered on a 24-hour day, seven-day week basis.
 - B.** That the Customer has responsibility for dispatching the appropriate emergency services, or will undertake to transfer all emergency calls received to the governmental agency with responsibility for dispatching such services, to the extent that such services are reasonably available.
 - C.** That the Customer will develop an appropriate method for responding to calls for nonparticipating agencies which may be directed to their PSAP by calling parties.
 - D.** That the Customer will subscribe to local exchange service at the PSAP location for administrative purposes, for placing outgoing calls, and for receiving other calls.

ISSUED: July 8, 2008

EFFECTIVE: July 9, 2008

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5. Emergency Services, (Cont'd.)

5.2 Intelligent Emergency Network 9-1-1 Routing Rules & Regulations, (Cont'd.)

5.2.10 When the ALI Management Service is provided, the Customer is responsible to:

- A.** Provide information regarding the jurisdictional boundaries associated with all involved public safety agencies.
- B.** Support the creation of a master address file for use in validating subscriber address information and application of appropriate jurisdictional responsibility.
- C.** Define the unique combinations of public safety agencies (police, fire, medical, etc) responsible for providing emergency response services in any specific geographic location.

5.2.11 When the 9-1-1 Routing feature is provided, the Customer is responsible for identifying primary and secondary PSAPs associated with the unique combinations noted in 5.2.10.C. above and providing the access or telephone numbers required to support the selective transfer feature of 9-1-1 Routing Service.

5.2.12 After establishment of service, it is the Customer's responsibility to continue to verify the accuracy of the routing information contained in the master address file, and to advise the Company of any changes in street names, establishment of new streets, closing and abandonment of streets, changes in police, fire, emergency medical or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other matter that will affect the routing of 9-1-1 calls to the proper PSAP.

ISSUED: July 8, 2008

EFFECTIVE: July 9, 2008

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5. Emergency Services, (Cont'd.)

5.2 Intelligent Emergency Network 9-1-1 Routing Rules & Regulations, (Cont'd.)

5.2.13 The following terms define the Customer's responsibilities with respect to any information provided by the Company to the Customer as part of ALI Management Service:

- A.** Such information shall be used by the Customer solely for the purpose of aiding the Customer in more accurately identifying, updating and/or verifying the addresses of subscribers within the Customer's serving areas in connection with the Customer's provision of emergency response services.
- B.** Customer shall strictly limit access to the information to those authorized employees of the Customer with a need to know and those employees actually engaged in the provision of emergency assistance services.
- C.** Customer shall use due care in providing for the security and confidentiality of the information.
- D.** Customer shall make no copies of the information except as may be essential for the verification of emergency assistance services.

5.2.14 Each Customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, suits, and other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person: (1) for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, and which arises out of the negligence or other wrongful act of the Company, the Customer, its user agencies or municipalities or employees or agents of any one of them, or (2) for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of Intelligent Emergency Network Service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone number used by the party or parties accessing Intelligent Emergency Network Service hereunder, or (3) arising out of any act or omission of the Customer, in the course of using services provided pursuant to this Price List. (T)

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5. Emergency Services, (Cont'd.)

5.3 Intelligent Emergency Network Service Rates and Charges

	<u>Nonrecurring Charge</u>	<u>Monthly Charge</u>
9-1-1 Routing Service	ICB	ICB
ALI Management Services	ICB	ICB
9-1-1 Exchange Access Trunks	ICB	ICB
ALI Data Access Connections	ICB	ICB
Diverse Facility Routing	ICB	ICB

Note:

1. Additional charges may be rendered by other local exchange carriers in connection with the provisioning of E911 service to the Customer.
2. 9-1-1 Routing Services and ALI Management Services are provided as a package. Customer requests to obtain these services separately will be handled individually. (T)
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3. ICB pricing to be determined based upon unique service configuration requirements for each customer including, but not limited to, term of agreement, volume of subscribers served, and proximity of customer to company facilities.

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5. Emergency Services, (Cont'd.)

5.4 Enterprise E9-1-1 Service

(N)

5.4.1 Description

Enterprise E9-1-1 Service is an offering that enables delivery of E9-1-1 calls originating from telephone stations/lines served by a multi-line private switch.

5.4.2 Enterprise E9-1-1 Service Regulations

- A. Enterprise E9-1-1 Service is furnished subject to availability of facilities.
- B. Customer is responsible for installation of sufficient voice grade facilities (minimum of two) to maintain a P.01 grade of service from the private switch location to Company's E911 network.
- C. Customer's private switch must be capable of forwarding ANI of a station/line served by Customer's private switch to Company's network when 9-1-1 is dialed. This ANI may represent an individual station or group of stations located together.
- D. Customer is responsible for verifying service address information of stations for insertion in the ALI database through MSAG provided by Company. Customer is responsible for coordinating with Company to provide address information in an industry standard format, and may provide telephone number and service address updates no more frequently than one time per day.
- E. Enterprise E9-1-1 Service information consisting of name, address and telephone number of private switch users is confidential. Customer is permitted to provide private switch user sub-location information; e.g., floor, room number, apartment number, etc.

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ISSUED: June 8, 2009

EFFECTIVE: June 9, 2009

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5. Emergency Services, (Cont'd.)

5.4 Enterprise E9-1-1 Service, (Cont'd.)

(N)

5.4.2 Enterprise E9-1-1 Service Regulations, (Cont'd.)

- F.** Private switch users originating 9-1-1 calls using Company's Enterprise E9-1-1 Service forfeit the privacy afforded by nonlisted and nonpublished services offered by local exchange providers to the extent such information is furnished to the PSAP and/or to the Company.
- G.** Rates charged for Enterprise E9-1-1 Service do not include, and Company does not undertake, the tasks of constant inspection or monitoring of facilities to discover errors, defects or malfunctions in the service. It is the responsibility of Customer to conduct such operational tests as it deems necessary to determine if service is functioning properly for its use, and to report any errors, defects or malfunctions Customer discovers to the Company.
- H.** Company's liabilities for interruption, failure, errors, acts of omission or other occurrences related to the provision of Enterprise E9-1-1 Service shall be limited to the same extent as set forth elsewhere in this price list regarding E9-1-1 Service.
- I.** Enterprise E9-1-1 Service information provided to a PSAP in connection with an emergency call shall be used solely for the purpose of public safety responding to emergency calls or to originate a call back to the party dialing 9-1-1.

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ISSUED: June 8, 2009

EFFECTIVE: June 9, 2009

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5. Emergency Services, (Cont'd.)

5.4 Enterprise E9-1-1 Service, (Cont'd.)

(N)

5.4.3 Enterprise E9-1-1 Service Rates and Charges

	<u>Nonrecurring Charge</u>	<u>Monthly Charge</u>
Enterprise E9-1-1 Service Connection, each (minimum of two)	ICB	ICB
Database - Initial Installation	ICB	ICB
Database - Subsequent Addition of Station Records	ICB	ICB

Notes:

1. Separate charges, not specified in this price list, are applicable for facilities used to connect from Customer's private switch to the Enterprise E9-1-1 Service Point of Connection on Company's network.
2. If Company is required to provide additional facilities from the Company's network to a PSAP or PSAPs in order to handle the E9-1-1 calls originating from Customer's private switch end users, the cost of such additional facilities will be the responsibility of Customer.

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ISSUED: June 8, 2009

EFFECTIVE: June 9, 2009

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