

# ATTACHMENT H

Verizon Southwest  
May 17, 2010

**DOCKET NO. 36185**

**IN THE MATTER OF THE PETITION           §  
OF INTRADO INC. FOR                       §  
ARBITRATION PURSUANT TO               §  
SECTION 252(b) OF THE                   §       PUBLIC UTILITY COMMISSION  
COMMUNICATIONS ACT OF 1934,       §  
AS AMENDED, TO ESTABLISH AN       §                                       OF TEXAS  
INTERCONNECTION AGREEMENT       §  
WITH GTE SOUTHWEST                   §  
INCORPORATED, D/B/A VERIZON       §  
SOUTHWEST                               §**

**REBUTTAL TESTIMONY OF DON PRICE**

**ON BEHALF OF**

**GTE SOUTHWEST INCORPORATED D/B/A VERIZON SOUTHWEST**

**TABLE OF CONTENTS**

**I. INTRODUCTION AND BACKGROUND ..... 1**

**II. PURPOSE OF REBUTTAL TESTIMONY..... 3**

**III. INTRADO HAS ADMITTED THAT ITS “EMERGENCY SERVICE” IS NOT “EXCHANGE ACCESS” ..... 5**

**IV. INTRADO’S “EMERGENCY SERVICE” IS NOT “TELEPHONE EXCHANGE SERVICE”..... 7**

**A. Intrado’s Retail “Emergency Service” for Governmental Entities is Not “Telephone Exchange Service” ..... 9**

**B. Intrado’s Retail “Emergency Service” for Enterprise and Telematics Customers Is Not “Telephone Exchange Service” ..... 17**

**C. Intrado’s Wholesale “Emergency Service” for Carriers and VoIP Service Providers Is Not “Telephone Exchange Service” ..... 23**

**V. THE COMMISSION’S 2002 DECISION IS NOT APPLICABLE TO THE PENDING THRESHOLD ISSUE..... 27**

**VI. CONCLUSION ..... 28**

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**VII. AFFIDAVIT ..... 29**

**VIII. EXHIBITS ..... 30**

**Exhibit DP-R1 - Section 5.2 Intrado Texas Rate Sheet No. 2**

**Exhibit DP-R2 - Excerpt from Florida PSC Transcript**

**Exhibit DP-R3 - Intrado Response to AT&T Discovery Request 1-4**

**Exhibit DP-R4 - Intrado Texas Rate Sheet No. 2**

**Exhibit DP-R5 - Section 1 Intrado Texas Rate Sheet No. 2**

**Exhibit DP-R6 - Intrado response to VZ Second Request for Admission 2**

**Exhibit DP-R7 - The Alliance for Telecommunications Industry Solutions  
(ATIS), Location Routing Number (LRN) Assignment  
Practices, ATIS-0300065 (Sept. 18, 2009)**

**Exhibit DP-R8 - Intrado response to First Request for Admission No. 3**

1 **I. INTRODUCTION AND BACKGROUND**

2 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

3 A. My name is Don Price. My business address is 701 Brazos, Suite 600, Austin, Texas,  
4 78701.

5  
6 **Q. ARE YOU THE SAME DON PRICE WHO PROVIDED DIRECT TESTIMONY**  
7 **IN THIS MATTER ON BEHALF OF THE VERIZON COMPANIES ON APRIL**  
8 **16, 2010?**

9 A. Yes.

10 **II. PURPOSE OF REBUTTAL TESTIMONY**

11 **Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?**

12 A. The purpose of my rebuttal testimony is to respond to the assertions and arguments  
13 advanced by Intrado's witnesses, Thomas W. Hicks and Carey F. Spence-Lens  
14 ("Hicks/Spence-Lenss Direct Testimony"), in their panel direct testimony. Although  
15 Intrado's witnesses claim that Intrado plans to provide three different types of  
16 "emergency service," all three "emergency services" are functionally the same  
17 service that Intrado plans to market to three different customers. Each of Intrado's  
18 "emergency services" is a specialized telecommunications service that enables a local  
19 government agency to receive 911 calls from persons located within its political  
20 boundaries that need emergency assistance. They are not "telephone exchange  
21 service" or "exchange access" under the Act, and they do not qualify for Section  
22 251(c) interconnection.

1           Intrado's witnesses acknowledge in their direct testimony that Intrado's  
2 "emergency services" do not fall within the Act's definition of "exchange access."  
3 The only remaining question is whether Intrado's "emergency services" fall within  
4 the Act's definition of "telephone exchange service." The answer to that question is  
5 no.

6           "Telephone exchange service" is not a service that merely allows a  
7 governmental agency in a particular geographic area to receive calls requesting  
8 emergency assistance. Rather, "telephone exchange service" is a service that enables  
9 all interconnected customers in a geographic area to place calls to all other  
10 interconnected customers in that same geographic area and to receive calls from all of  
11 those interconnected customers for any type of communication. "Telephone  
12 exchange service" allows all customers to dial any telephone number to reach any  
13 other interconnected customer, whether that customer is served by a traditional  
14 landline telephone, a wireless telephone or some other device. It is not limited to the  
15 dialing of only one telephone number – 911 – to reach only one customer – a local  
16 government agency -- for the limited purpose of requesting emergency assistance.

17           Even though Intrado's "emergency services" do not fall within the Act's  
18 definitions of "exchange access" or "telephone exchange service," Intrado can  
19 nonetheless obtain interconnection to offer those services. Such interconnection is  
20 available to Intrado under Section 251(a) of the Act, and Verizon is ready and willing  
21 to negotiate an interconnection agreement with Intrado under that statutory provision  
22 to enable Intrado to provide its "emergency services" in Texas. Intrado is only  
23 precluded from obtaining interconnection under Section 251(c) of the Act because

1 Intrado's "emergency services" do not qualify for interconnection under that statutory  
2 provision.

3 **III. INTRADO HAS ADMITTED THAT ITS "EMERGENCY SERVICE" IS**  
4 **NOT "EXCHANGE ACCESS"**

5 **Q. DO INTRADO'S WITNESSES ADMIT THAT INTRADO DOES NOT OFFER**  
6 **"EXCHANGE ACCESS" AS THAT TERM IS DEFINED IN THE ACT?**

7 A. Yes. In their direct testimony, Mr. Hicks and Ms. Spence-Lenss (at 24, lines 20-22)  
8 admit that "Intrado Comm's 911 services do not fall squarely within the definition of  
9 'exchange access' because 911 services are not toll services." This is the same  
10 admission that Intrado and its witnesses made in other arbitration proceedings before  
11 the FCC and other state commissions.

12  
13 **Q. WHAT IS THE RELEVANCE OF THE INTRADO WITNESSES'**  
14 **ASSERTIONS THAT INTRADO'S "EMERGENCY SERVICE" OFFERS**  
15 **"COMPARABLE FUNCTIONALITY AS AN EXCHANGE ACCESS**  
16 **SERVICE"?**

17 A. Mr. Hicks' and Ms. Spence-Lenss' assertion (at 24, line 22, through 25, line 3) that  
18 Intrado's "emergency service" offers "comparable functionality as an exchange access  
19 service" has no relevance to the threshold issue in this proceeding. The threshold issue  
20 here asks whether "'emergency services' [are] 'telephone exchange service' or  
21 'exchange access' for purposes of § 251(c)(2)(A) of the Federal Telecommunications  
22 Act of 1996."<sup>1</sup> Intrado's admission that its "911 services do not fall squarely with the

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<sup>1</sup> Order on Threshold Issue No. 1 and Denying Relief Requested in Petition at 6 (Nov. 23, 2009).

1 definition of ‘exchange access’” is a complete answer to the second part of the  
2 threshold issue, and that answer is no. It doesn’t matter under the Act whether  
3 Intrado’s “emergency service” is in any way comparable to “exchange access.” The  
4 only relevant question is whether Intrado’s “emergency service” meets the Act’s  
5 definition of “exchange access,” and Intrado agrees that it does not.

6 Perhaps Intrado’s confusion here arises from the fact that the Act’s definition of  
7 “telephone exchange service” makes reference to “comparable services.”<sup>2</sup> When the  
8 Act was amended in 1996, the definition of “telephone exchange service” was  
9 expanded by adding a second part: “comparable service provided through a system of  
10 switches, transmission equipment, or other facilities (or combination thereof) by  
11 which a subscriber can originate and terminate a telecommunications service.” No  
12 such change was made to the definition of “exchange access.” The definition of  
13 “exchange access” contains only one part and it does not mention “comparable  
14 service.” A “comparable service” cannot satisfy the Act’s definition of “exchange  
15 access.”

16  
17 **Q. IS INTRADO’S “EMERGENCY SERVICE” COMPARABLE TO**  
18 **“EXCHANGE ACCESS”?**

19 **A.** No. Even if it were relevant to consider whether Intrado’s “emergency service” is  
20 comparable to “exchange access,” Intrado’s “emergency service” and “exchange  
21 access” are not comparable services. Section 153(16) of the Act says that the term  
22 “exchange access” means “the offering of access to telephone exchange services or

---

<sup>2</sup> 47 U.S.C. § 153(47)(B).

1 facilities for the purpose of the origination and termination of telephone toll service.”  
2 The essence of “exchange access” is a service that allows a customer to make and  
3 receive toll calls through an interexchange carrier. Intrado’s “emergency service”  
4 simply completes the 911 call from another carrier’s customer to the appropriate  
5 PSAP or emergency responder in order for the caller to receive emergency assistance.  
6 The 911 call from the other carrier’s end user to Intrado’s “emergency service”  
7 customer is not a toll call for which a carrier assesses a toll charge. Nor does  
8 Intrado’s “emergency service” customer or the 911 caller access an interexchange  
9 carrier during the 911 call. Because Intrado’s “emergency service” does not involve  
10 either toll calls or interexchange carriers, it is not comparable to “exchange access.”

11 **IV. INTRADO’S “EMERGENCY SERVICE” IS NOT “TELEPHONE**  
12 **EXCHANGE SERVICE”**

13 **Q. WHAT TYPES OF “EMERGENCY SERVICE” DOES INTRADO CLAIM**  
14 **THAT IT PLANS TO PROVIDE?**

15 A. In their direct testimony, Mr. Hicks and Ms. Spence-Lenss claim (at 10, lines 7-9)  
16 that Intrado plans to provide three types of “emergency service.” The *first* is a retail  
17 “emergency service” to be provided to PSAP end users. According to Mr. Hicks and  
18 Ms. Spence-Lenss (at 10, lines 10-12), this service would allow “PSAP end users to  
19 receive 911 calls from all 911 callers located in the geographic area served by the  
20 PSAP.” The *second* is a retail “emergency service” to be provided to enterprise and  
21 telematics customers. This service would likewise allow 911 callers to “reach the  
22 appropriate PSAP.” Hicks/Spence-Lenss Direct Testimony at 10, line 13. The *third*  
23 service is a wholesale “emergency service” to be provided to carriers and VoIP  
24 service providers. This service would also allow “end users’ 911 calls . . . to access

1 the appropriate PSAP.” Hicks/Spence-Lenss Direct Testimony at 10, lines 15-17.

2

3 **Q. ARE THE THREE TYPES OF “EMERGENCY SERVICE” DESCRIBED BY**  
4 **INTRADO’S WITNESSES FUNCTIONALLY THE SAME SERVICE?**

5 A. Yes. All three “emergency service” scenarios described by Intrado’s witnesses are  
6 functionally the same. Each of these three “emergency services” delivers one type of  
7 call – a 911 call – to the appropriate PSAP. The only difference between these  
8 scenarios is the target customer. The *first* “emergency service” is marketed to  
9 governmental entities that coordinate responses to 911 calls; the *second* “emergency  
10 service” is marketed to business customers with their own private switches; and the  
11 *third* “emergency service” is marketed to carriers and VoIP service providers.

12 Marketing the same service to different types of customers does not change  
13 the fundamental character of the service. Because the “emergency service” Intrado  
14 plans to provide to governmental entities does not meet the Act’s definition of a  
15 “telephone exchange service,” it likewise does not meet that definition when that  
16 same “emergency service” is marketed to other customers, like large business  
17 customers or carriers. It is the fundamental nature of Intrado’s “emergency service” –  
18 *i.e.*, the delivery of 911 calls to PSAPs – that determines its status under the Act’s  
19 definition of “telephone exchange service,” not the customer to whom it is marketed.

1           **A.    Intrado’s Retail “Emergency Service” for Governmental Entities is Not**  
2           **“Telephone Exchange Service”**

3   **Q.    HOW DO INTRADO’S WITNESSES DESCRIBE THE RETAIL**  
4           **“EMERGENCY SERVICE” THAT INTRADO PLANS TO PROVIDE TO**  
5           **GOVERNMENTAL ENTITIES, SUCH AS PSAPS?**

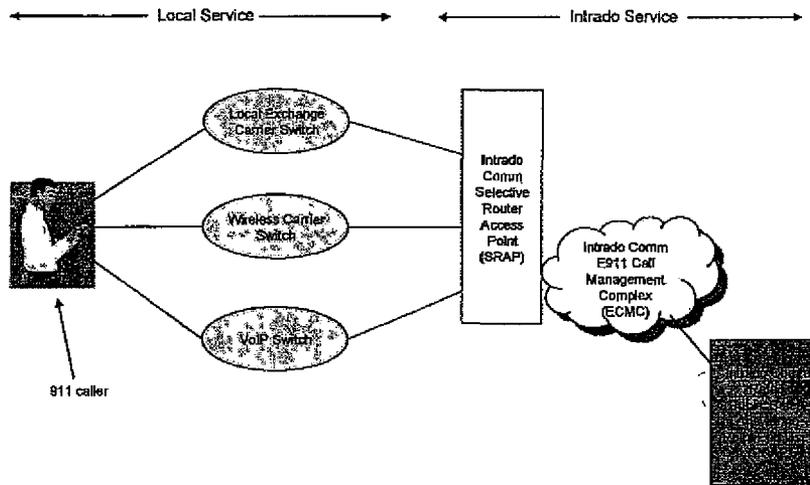
6   **A.**    Mr. Hicks and Ms. Spence-Lenss claim that Intrado plans to provide “retail 911  
7           service to PSAPs [that] permits PSAPs to receive emergency calls placed by dialing  
8           the number ‘911’ and emergency communications originated by personal  
9           communications devices.” Hicks/Spence-Lenss Direct Testimony at 11, lines 5-7.  
10          They also claim that Intrado plans to “provide[] a complete end-to-end service for the  
11          PSAP.” Hicks/Spence-Lenss Direct Testimony at 11, lines 8-9.

12

13   **Q.    IS INTRADO’S RETAIL “EMERGENCY SERVICE” FOR GOVERNMENT**  
14           **ENTITIES AN “END-TO-END” SERVICE AS INTRADO’S WITNESSES**  
15           **CLAIM?**

16   **A.**    No.    Intrado’s retail “emergency service” for governmental entities does not  
17           encompass both ends of a 911 call.  As shown in the following diagram, Intrado’s  
18           “emergency service” only encompasses one end of a 911 call.

Diagram No. 1



1

2

Intrado receives a handoff of the 911 call and delivers it to the appropriate PSAP.

3

Intrado's retail "emergency service" for governmental entities, at most, encompasses

4

only one end of a 911 call – the termination at the appropriate PSAP. The other end

5

of the 911 call – the origination – is handled by the 911 caller's local carrier or

6

service provider.

7

8

**Q. IS INTRADO'S RETAIL "EMERGENCY SERVICE" FOR**

9

**GOVERNMENTAL ENTITIES AN "INTERCOMMUNICATING SERVICE"**

10

**UNDER SUBPART (A) OF THE DEFINITION OF "TELEPHONE**

11

**EXCHANGE SERVICE," AS INTRADO'S WITNESSES CLAIM?**

12

**A. No. As the FCC explained in the *Directory Assistance Order*,<sup>3</sup> a service constitutes**

<sup>3</sup> *Provision of Directory Listing Information under the Telecommunications Act of 1934, as Amended*, 16 FCC Red 2736, ¶ 17 (2001) ("*Directory Assistance Order*").

1 “intercommunication” if it “permits a community of interconnected customers to  
2 make calls to one another.” From the perspective of interconnected customers,  
3 Intrado’s retail “emergency service” only allows the customer to complete a 911 call  
4 to the appropriate PSAP. Interconnected customers cannot use Intrado’s “emergency  
5 service” to place calls to any other interconnected customers.

6 In order for an interconnected customer to call someone other than a PSAP,  
7 the customer would have to use the local services of the carrier or service provider  
8 that provides the customer’s local service, not Intrado. It is that customer’s local  
9 carrier or service provider that provides an intercommunicating service to the  
10 customer. Intrado would not even be involved in a local call from that interconnected  
11 customer to another interconnected customer.

12  
13 **Q. DOES INTRADO’S RETAIL “EMERGENCY SERVICE” FOR**  
14 **GOVERNMENTAL ENTITIES ALLOW INTRADO’S CUSTOMER TO**  
15 **PLACE CALLS TO ALL OTHER INTERCONNECTED CUSTOMERS, AS**  
16 **INTRADO’S WITNESSES CLAIM?**

17 **A.** No. The fundamental character of Intrado’s retail “emergency service” for  
18 governmental entities is to “allow[] Intrado Comm’s PSAP end users to *receive* 911  
19 calls from all 911 callers located in the geographic area served by the PSAP.” *See*  
20 *Hicks/Spence-Lenss Direct Testimony at 10, lines 10-11 (emphasis supplied).*

1 Q. DOES THE OPTIONAL OUTBOUND CALLING FEATURE CHANGE  
2 INTRADO'S RETAIL "EMERGENCY SERVICE" INTO AN  
3 "INTERCOMMUNICATING SERVICE"?

4 A. No. As I mentioned in my direct testimony, Intrado's optional Outbound Calling  
5 Service was not added to Intrado's Rate Sheet until a few weeks before the deadline  
6 for direct testimony. It was not a planned service offering that Intrado disclosed  
7 either during the interconnection negotiations or in its petition for arbitration. This  
8 optional feature is irrelevant to the threshold question of whether Intrado's planned  
9 service offerings at the time Intrado requested interconnection or filed for arbitration  
10 satisfied the Act's definition of "telephone exchange service."

11 Moreover, as I explained in my direct testimony, Intrado's Outbound Calling  
12 Service is not a replacement or substitute for telephone exchange service because  
13 Intrado appears to prohibit the use of its Outbound Calling Service for placing  
14 outgoing calls from PSAPs. Intrado's new rate sheet states that "[t]he Customer must  
15 subscribe to additional Local Exchange Services for purposes of placing  
16 administrative outgoing call and receiving other calls."<sup>4</sup> Intrado also requires that  
17 "[t]he Customer will subscribe to Local Exchange Service at the PSAP location for  
18 administrative purposes, for placing outgoing calls, and for receiving other calls."<sup>5</sup>

19 Furthermore, if any customer were to obtain Intrado's Outbound Calling  
20 Service, it would likely inhibit or interfere with the customer's provision of  
21 "emergency service." In order to provide "emergency services," 911 call takers  
22 should be ready to receive 911 calls at all times. If 911 call takers at PSAPs were to

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<sup>4</sup> See Exhibit DP-R1 (Section 5.2.3).

<sup>5</sup> See Exhibit DP-R1 (Section 5.2.9.D).

1 use Intrado's Outbound Calling Service to place calls from their PSAP stations, they  
2 would not be able to receive 911 calls at their PSAP stations. As Intrado itself  
3 explained, "[g]enerally . . . Intrado Comm's PSAP customers do not make requests to  
4 activate the call origination option, as call takers placing outgoing calls are then not  
5 available to receive highly critical incoming 911 calls when an outgoing call is in  
6 progress."<sup>6</sup> Intrado's Outbound Calling Service would thus inhibit or interfere with  
7 the PSAPs ability to receive 911 calls and provide "emergency service."  
8

9 **Q. IS INTRADO'S RETAIL "EMERGENCY SERVICE" FOR**  
10 **GOVERNMENTAL ENTITIES A "COMPARABLE SERVICE" UNDER**  
11 **SUBPART (B) OF THE DEFINITION OF "TELEPHONE EXCHANGE**  
12 **SERVICE"?**

13 A. No. In the *Directory Assistance Order*, the Commission said that "[t]o be a  
14 'comparable service,' a provider must allow a calling party the ability, 'through the  
15 system of switches, transmission equipment, or other facilities (or combination  
16 thereof)' to '*originate and terminate* a telecommunications service.'"<sup>7</sup> Intrado's  
17 "emergency service" for governmental entities does not "originate" any 911 calls.

18 As shown in Diagram No. 1, it is the 911 caller's local service provider that  
19 originates a 911 call. The 911 caller obtains dial tone from his other local service  
20 provider and dials "9-1-1." The 911 caller's local service provider switches that 911  
21 call in its network and delivers that 911 call to Intrado. The 911 caller's local service  
22 provider also delivers the caller's telephone number to Intrado and provides the 911

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<sup>6</sup> Intrado Communications Inc. Motion for Reconsideration at 13 (Dec. 28, 2009).

<sup>7</sup> *Directory Assistance Order* ¶ 20 (emphasis supplied).

1 caller's location information for the 911 database.

2 In fact, the Commission requires local service providers to originate 911 calls  
3 for all of their customers. As I explained in my direct testimony (at 16, line 16,  
4 through 17, line 3), the Commission ordinarily makes a service provider's certificate  
5 of authority contingent on the local telephone service provider also providing 911  
6 emergency telephone service to its customers.

7

8 **Q. DOES THE CALL TRANSFER FEATURE OF INTRADO'S "EMERGENCY**  
9 **SERVICE" ENABLE PSAPS TO "ORIGINATE" CALLS, AS INTRADO'S**  
10 **WITNESSES CLAIM?**

11 A. No. Mr. Hicks and Ms. Spence-Lenss claim (at 21, lines 2-4) that "when a PSAP  
12 receives a 911 call and 'hook flashes' to obtain dial tone, the PSAP can originate a  
13 call to a third-party, including another PSAP. . . ." They also claim (at 21, lines 6-7)  
14 that "[t]he PSAP's function in this regard is similar to call transfers in a typical office  
15 environment . . . ." As I explained in my direct testimony (at 15, lines 4-11),  
16 transferring a call is not the same thing as originating a telephone call. When  
17 Intrado's customer uses this transfer feature, the PSAP is merely extending or  
18 completing the original 911 call that was originated by the person who dialed 911.  
19 The transfer performed by Intrado's PSAP customer merely completes that 911 call to  
20 the appropriate emergency responder.

21 Moreover, Intrado's witnesses explained that "Intrado Comm's transfer  
22 service allows the ANI [911 caller's telephone number] and ALI [911 caller's  
23 location information] associated with the 911 call to remain with the 911 call and to

1 be displayed at the PSAP receiving the call transfer for use in dispatching first  
2 responders.” Hicks/Spence-Lenss Direct testimony at 12, lines 18-21. Both before  
3 and after the transfer, the original 911 caller remains the originator of a single 911  
4 call.

5  
6 **Q. HASN'T MR. HICKS TESTIFIED ELSEWHERE THAT TRANSFERRING A**  
7 **911 CALL WITH INTRADO'S "EMERGENCY SERVICE" IS NOT THE**  
8 **SAME AS "ORIGINATING" A CALL?**

9 A. Yes. During cross examination before the Florida Public Service Commission, Mr.  
10 Hicks was asked about the transfer capability of Intrado's network. He indicated that  
11 Intrado's network could transfer a call, but that the transfer of a 911 call was not a  
12 call origination.

13 Q. Are you saying that when the 911 caller makes the call, then they  
14 originate the call, and then when the PSAP transfers the call, then they  
15 originate the same call?

16 A. No. When they, when the – no. I'm not saying that. What I'm saying  
17 is when the PSAP receives the call and executes a transfer, that  
18 transfer is through the intelligent communications network, the  
19 Intelligent Emergency Network. It is not over the Public Switched  
20 Telephone Network.

21 Q. Okay. But it's – but I'm asking you about call origination. Is it your  
22 position that the transfer constitutes an origination of the call that the  
23 911 caller has already placed?

24 A. No, sir. It's not an origination. It's basically a transfer.<sup>8</sup>

25 Mr. Hicks' Florida testimony correctly distinguishes the transfer of a 911 call from  
26 the origination of a 911 call. They are not the same thing.

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<sup>8</sup> Exhibit DP-R2 (Excerpt from Florida PSC transcript).

1           The Illinois state commission has likewise found that transferring a 911 call is  
2 not the same thing as originating a 911 call: “Simply, hookflashing is not call  
3 origination. It is a call transfer procedure that reroutes a call *originated by the person*  
4 *placing the inbound 911 call to the PSAP.*”<sup>9</sup>  
5

6 **Q. DOES THE EMERGENCY NOTIFICATION FEATURE OF INTRADO’S**  
7 **RETAIL “EMERGENCY SERVICE” FOR GOVERNMENTAL ENTITIES**  
8 **SATISFY THE ACT’S DEFINITION OF “TELEPHONE EXCHANGE**  
9 **SERVICE”?**

10 A. No. In their direct testimony, Mr. Hicks and Ms. Spence-Lenss claim (at 22, lines 1-  
11 3) that Intrado’s retail “emergency service” for governmental entities includes an  
12 “emergency notification or ‘reverse 911’ service to originate calls to telephone  
13 subscribers within the geographic area served by the PSAP or a subset of the  
14 geographic area served by the PSAP.” This is functionally a messaging service that  
15 “permits PSAPs to make broadcast notifications to particular geographic areas”  
16 through telephone networks.<sup>10</sup> As Intrado’s witnesses explained, “[r]ecipients cannot  
17 respond to the reverse 911 message.”<sup>11</sup>

18           As I explained in my direct testimony (at 28, line 4, through 29, line 1), the  
19 FCC has already determined that broadcast-type services are not “telephone exchange

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<sup>9</sup> See Exhibit DP-4, *Petition for Arbitration Pursuant to Section 252(b) of the Comm. Act of 1934 as Amended, to Establish an Interconnection Agreement with Ill. Bell. Tel. Co.*, Docket 08-0545, Arbitration Decision at 8 (March 17, 2009).

<sup>10</sup> See Exhibit DP-R3 (Intrado Response to AT&T Discovery Request 1-4).

<sup>11</sup> See Exhibit DP-R3 (Intrado Response to AT&T Discovery Request 1-4).

1 service” under the Act. In the *General Telephone Order*,<sup>12</sup> the FCC said that the  
2 phrase “telephone exchange service” is “intended primarily to apply to a telephone or  
3 comparable service involving ‘intercommunication,’ i.e., a two-way communication,  
4 not the one-way transmission of signals which takes place with respect to CATV  
5 channel service.”<sup>13</sup> Similarly, in the *Midwest Corp. Order*,<sup>14</sup> the FCC said that  
6 Multipoint Distribution Service (“MDS”) is not a “telephone exchange service”  
7 because “MDS is primarily a one-way television service which provides the members  
8 of commercial and institutional subscribers with the simultaneous reception of  
9 specialized communications in accordance with their specific transmission, reception,  
10 and programming requirements.”<sup>15</sup> Intrado’s emergency notification or “reverse 911”  
11 service is functionally equivalent to the broadcast services that the FCC has already  
12 found are not “telephone exchange service” under the Act.

13 **B. Intrado’s Retail “Emergency Service” for Enterprise and Telematics**  
14 **Customers Is Not “Telephone Exchange Service”**

15 **Q. HOW DO INTRADO’S WITNESSES DESCRIBE THE RETAIL**  
16 **“EMERGENCY SERVICE” THAT INTRADO PLANS TO PROVIDE TO**  
17 **ENTERPRISE AND TELEMATICS CUSTOMERS?**

18 A. Mr. Hicks and Ms. Spence-Lenss claim that Intrado’s retail “emergency service” for  
19 enterprise and telematics customers “enables end users to originate 911 calls that will

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<sup>12</sup> *General Telephone Company of California, et al., Applicability of Section 214 of the Communications Act with Regard to Tariffs for Channel Service for Use by Community Antenna Television Systems*, 13 F.C.C.2d 448 (1968) (“*General Telephone Order*”).

<sup>13</sup> *Id.* ¶ 24. On appeal, the D.C. Circuit agreed: “[c]learly, CATV channel distribution service does not contemplate furnishing subscribers with ‘intercommunicating service’ of the type usually identified with a telephone exchange.” *General Tel. Co. v. FCC*, 413 F.2d 390, 401 (D.C. Cir. 1969).

<sup>14</sup> *Applications of Midwest Corp. and Two-Way Radio of Carolina, Inc. For Construction Permits in the Multipoint Distribution Service for a New Channel 1 Station at Charlotte, N.C.*, 53 F.C.C.2d 294 (1975) (“*Midwest Corp. Order*”).

<sup>15</sup> *Id.* ¶ 10.

1 be delivered to the appropriate PSAP . . . along with the identity of the station number  
2 and location of the 911 caller.” Hicks/Spence-Lenss Direct Testimony at 17, lines  
3 14-17. They also claim that Intrado “provides all facilities, equipment, and services  
4 to the enterprise customer that are necessary for the service to function properly. . . .”  
5 Hicks/Spence-Lenss Direct Testimony at 17, lines 20-22.

6  
7 **Q. IS INTRADO’S RETAIL “EMERGENCY SERVICE” FOR ENTERPRISE**  
8 **AND TELEMATICS CUSTOMERS FUNCTIONALLY THE SAME AS**  
9 **INTRADO’S RETAIL “EMERGENCY SERVICE” FOR GOVERNMENTAL**  
10 **ENTITIES?**

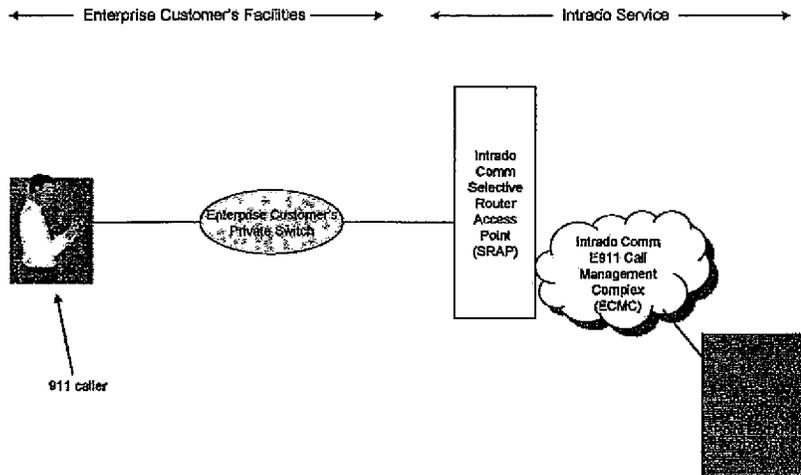
11 **A.** Yes. Intrado’s retail “emergency service” for enterprise and telematics customers is  
12 functionally the same as Intrado’s retail “emergency service” for governmental  
13 entities. Both of these services deliver 911 calls to the appropriate PSAP. Because  
14 the delivery of 911 calls to a PSAP is not a “telephone exchange service” when  
15 provided to a governmental entity, it is likewise not a “telephone exchange service”  
16 when provided to a different customer, such as a large business.

17  
18 **Q. DOES INTRADO PROVIDE ALL OF THE FACILITIES, EQUIPMENT AND**  
19 **SERVICES THAT AN ENTERPRISE OR TELEMATICS CUSTOMER**  
20 **WOULD NEED TO USE INTRADO’S RETAIL “EMERGENCY SERVICE,”**  
21 **AS INTRADO’S WITNESSES CLAIM?**

22 **A.** No. Contrary to Mr. Hicks’ and Ms. Spence-Lenss’ assertions, Intrado does not  
23 provide all of the facilities, equipment and services that an enterprise or telematics  
24 customer would need to use Intrado’s retail “emergency service.” As I showed above

1 (at 8-9) with respect to Intrado's retail "emergency service" for governmental entities,  
2 Intrado's retail "emergency service" for enterprise and telematics customers only  
3 encompasses one end of a 911 call.

Diagram No. 2



4 Intrado receives a handoff of the 911 call and delivers it to the appropriate PSAP.  
5 Intrado's retail "emergency service" for enterprise and telematics customers, at most,  
6 involves only one end of a 911 call – the termination at the appropriate PSAP. The  
7 other end of the 911 call – the origination – is handled by the enterprise or telematics  
8 customer.

9

10 **Q. WHAT FACILITIES, EQUIPMENT AND SERVICES MUST THE**  
11 **ENTERPRISE AND TELEMATICS CUSTOMER PROVIDE IN ORDER TO**  
12 **USE INTRADO'S RETAIL "EMERGENCY SERVICE"?**

13 **A.** According to Intrado's new rate sheet, an enterprise or telematics customer would  
14 need to provide its own "multi-line private switch" in order to use Intrado's retail

1           “emergency service.”<sup>16</sup> The “Customer’s private switch must be capable of  
2 forwarding ANI of a station/line served by Customer’s private switch to [Intrado’s]  
3 network when 9-1-1 is dialed,”<sup>17</sup> which is “[a] type of signaling provided by a Local  
4 Exchange Carrier that automatically identifies the local exchange line from which a  
5 call originates.”<sup>18</sup> The enterprise or telematics customer would have to obtain the  
6 ANI or telephone number for each of its stations or lines from a local carrier or  
7 service provider because Intrado does not have any telephone numbers that it could  
8 assign for this purpose.<sup>19</sup> The enterprise or telematics customer would also be  
9 “responsible for installation of sufficient voice grade facilities (minimum of two) to  
10 maintain a P.01 grade of service from the private switch location to [Intrado’s] E911  
11 network.”<sup>20</sup>

12           In addition to the private switch and transmission facilities, the enterprise or  
13 telematics customer would also have to provide database updates. According to  
14 Intrado’s new rate sheet, the “Customer is responsible for verifying service address  
15 information of stations for insertion in the ALI database . . . .”<sup>21</sup> Additionally, the  
16 “Customer is responsible for coordinating with [Intrado] to provide address  
17 information in an industry standard format, and may provide telephone number and  
18 service address updates no more frequently than one time per day.”<sup>22</sup>

---

<sup>16</sup> See Exhibit DP-R4 (Section 5.4.1).

<sup>17</sup> See Exhibit DP-R4 (Section 5.4.2.C).

<sup>18</sup> See Exhibit DP-R5 (Section 1).

<sup>19</sup> See Exhibit DP-R6 (Intrado response to VZ Second Request for Admission 2).

<sup>20</sup> See Exhibit DP-R4 (Section 5.4.2.B).

<sup>21</sup> See Exhibit DP-R4 (Section 5.4.2.D).

<sup>22</sup> See Exhibit DP-R4 (Section 5.4.2.D).

1 Q. IS INTRADO'S RETAIL "EMERGENCY SERVICE" FOR ENTERPRISE  
2 AND TELEMATICS CUSTOMERS AN "INTERCOMMUNICATING  
3 SERVICE" UNDER SUBPART (A) OF THE ACT'S DEFINITION OF  
4 "TELEPHONE EXCHANGE SERVICE"?

5 A. No. In order to qualify as an intercommunicating service, Intrado's retail "emergency  
6 service" for enterprise and telematics customers would have to enable the customer to  
7 place *and* receive calls. But this service only allows for the "delivery of E9-1-1 calls  
8 . . . to the PSAP." The customer would continue to receive calls through its existing  
9 local exchange carrier providing telephone exchange service for the customer's  
10 private switch.

11 Mr. Hicks and Ms. Spence-Lenss claim (at 22, lines 19-21) that "[i]f an  
12 enterprise customer sought to use the same facilities and equipment for receipt of  
13 incoming calls, Intrado Comm could make such capability available to the enterprise  
14 customer as requested." I do not believe it would be feasible for Intrado to make this  
15 capability available to enterprise customers. In order for Intrado to be able to route  
16 incoming calls to an enterprise customer, the customer's telephone numbers would  
17 have to be associated with or reside within Intrado's own switch. In other words, the  
18 enterprise customer would have to port its telephone numbers to Intrado. This would  
19 effectively cause all local carriers and service providers to stop routing calls to the  
20 enterprise customer's current local service provider and instead route them to Intrado.

21 If an enterprise customer did port its telephone numbers to Intrado, Intrado  
22 would no longer be providing just an "emergency service" for the enterprise  
23 customer's 911 calls. Intrado would effectively become the enterprise customer's

1 local carrier or service provider for *all* outgoing and incoming calls. That would be a  
2 fundamentally different service from the one that Intrado claims it plans to provide to  
3 enterprise and telematics customers.

4 Moreover, Intrado is not currently capable of receiving ported telephone  
5 numbers. In order to receive ported telephone numbers, a local carrier must have a  
6 local routing number ("LRN"). According to industry standards, an LRN is "a 10-  
7 digit number, in the format NPA-NXX-XXXX, that uniquely identifies a switch or  
8 point of interconnection (POI) per LATA."<sup>23</sup> A service provider selects an LRN for  
9 its switch from the blocks of telephone numbers assigned by the North American  
10 Numbering Plan Administration. But Intrado admitted in response to discovery  
11 requests that it has not obtained any blocks of Texas telephone numbers.<sup>24</sup> Without  
12 the assignment of blocks of telephone numbers, Intrado is not capable of selecting its  
13 own LRN or receiving any ported telephone numbers.

14  
15 **Q. IS INTRADO'S "EMERGENCY SERVICE" FOR ENTERPRISE AND**  
16 **TELEMATICS CUSTOMERS A "COMPARABLE SERVICE" UNDER**  
17 **SUBPART (B) OF THE ACT'S DEFINITION OF "TELEPHONE EXCHANGE**  
18 **SERVICE"?**

19 **A.** No. In order to qualify as a comparable service, Intrado's retail "emergency service"  
20 would have to originate *and* terminate calls. Intrado's retail "emergency service"  
21 only terminates 911 calls, it does not originate them. It is Intrado's own customer

---

<sup>23</sup> See Exhibit DP-R7 (The Alliance for Telecommunication Industry Solutions (ATIS), *Location Routing Number (LRN) Assignment Practices*, ATIS-0300065 at 3 (Sept. 18, 2009)).

<sup>24</sup> See Exhibit DP-R8 (Intrado response to First Request for Admission No. 3).

1 that would originate 911 calls using its own facilities and equipment. As explained in  
2 Intrado's new rate sheet, the calls must be "originating from telephone stations/lines  
3 served by a multi-line private switch."<sup>25</sup>

4 A comparable service must also enable the caller to call any other local  
5 telephone subscriber of his choosing. Intrado's retail "emergency service" for  
6 enterprise and telematics customers does not provide this capability. As explained  
7 above, Intrado's service only allows the customer to make 911 calls to the PSAP.  
8 Calls to all other interconnected customers would be handled by the customer's  
9 existing local carrier or service provider.

10 **C. Intrado's Wholesale "Emergency Service" for Carriers and VoIP Service**  
11 **Providers Is Not "Telephone Exchange Service"**

12 **Q. HOW DO INTRADO'S WITNESSES DESCRIBE THE WHOLESALE**  
13 **"EMERGENCY SERVICE" THAT INTRADO PLANS TO PROVIDE TO**  
14 **OTHER CARRIERS AND VOIP SERVICE PROVIDERS?**

15 **A.** Mr. Hicks and Ms. Spence-Lenss claim that Intrado's wholesale "emergency service"  
16 for carriers and VoIP service providers "will aggregate and transport traditional and  
17 non-traditional emergency call traffic from end users of wireline, wireless, satellite,  
18 and VoIP service providers to the appropriate selective router for delivery to the  
19 appropriate PSAP . . . ." Hicks/Spence-Lenss Direct Testimony at 18, lines 8-10.

---

<sup>25</sup> See Exhibit DP-R4 (Section 5.4.1).

1 Q. IS INTRADO'S WHOLESALE "EMERGENCY SERVICE" FOR OTHER  
2 CARRIERS AND VOIP PROVIDERS FUNCTIONALLY THE SAME AS  
3 INTRADO'S RETAIL "EMERGENCY SERVICE"?

4 A. Yes. Intrado's wholesale "emergency service" for carriers and VoIP service  
5 providers is functionally the same as Intrado's retail "emergency service" for  
6 governmental entities and enterprise customers. Intrado's wholesale "emergency  
7 service" for carriers and VoIP providers is illustrated on Diagram No. 1, above (at 8),  
8 the same diagram that illustrates Intrado's retail "emergency service" for  
9 governmental entities. In fact, Mr. Hicks and Ms. Spence-Lenss themselves illustrate  
10 Intrado's wholesale "emergency service" by referring back to their own Diagram 1  
11 that they used to illustrate Intrado's retail "emergency service" for governmental  
12 entities. Hicks/Spence-Lenss Direct Testimony at 18, lines 11-12.

13 Because the delivery of 911 calls to a PSAP is not a "telephone exchange  
14 service" when provided to a governmental entity, it is likewise not a "telephone  
15 exchange service" when provided to other carriers or VoIP service providers.

16  
17 Q. IS INTRADO'S WHOLESALE "EMERGENCY SERVICE" AN  
18 "INTERCOMMUNICATING SERVICE" UNDER SUBPART (A) OF THE  
19 DEFINITION OF "TELEPHONE EXCHANGE SERVICE" AS INTRADO'S  
20 WITNESSES CLAIM?

21 A. No. As the FCC explained in the *Directory Assistance Order*, a service constitutes  
22 "intercommunication" if it "permits a community of interconnected customers to

1 make calls to one another.”<sup>26</sup> From the perspective of interconnected customers,  
2 Intrado’s wholesale “emergency service” only allows the customer to complete a 911  
3 call to the appropriate PSAP. Interconnected customers cannot use Intrado’s  
4 wholesale “emergency service” to place calls to any other interconnected customers.

5 In order for an interconnected customer to call someone other than a PSAP,  
6 the customer would have to use the services of the local carrier or service provider  
7 that provides the customer’s local service, not Intrado. It is that customer’s local  
8 carrier or service provider that provides an intercommunicating service to the  
9 customer. Intrado would not even be involved in a call from that interconnected  
10 customer to another interconnected customer.

11  
12 **Q. IS INTRADO’S WHOLESALE “EMERGENCY SERVICE” A**  
13 **“COMPARABLE SERVICE” UNDER SUBPART (B) OF THE DEFINITION**  
14 **OF “TELEPHONE EXCHANGE SERVICE”?**

15 A. No. In the *Directory Assistance Order*, the Commission said that “[t]o be a  
16 ‘comparable service,’ a provider must allow a calling party the ability, ‘through the  
17 system of switches, transmission equipment, or other facilities (or combination  
18 thereof)’ to ‘*originate and terminate* a telecommunications service.”<sup>27</sup> Intrado’s  
19 wholesale “emergency service” does not “originate” any 911 calls.

20 As shown in Diagram No. 1, above (at 8), it is the 911 caller’s local service  
21 provider –*i.e.*, Intrado’s wholesale customer – that would originate a 911 call. The

---

<sup>26</sup> *Directory Assistance Order* ¶ 17.

<sup>27</sup> *Directory Assistance Order* ¶ 20 (emphasis supplied).

1 911 caller obtains dial tone from his local service provider and dials "9-1-1." The  
2 911 caller's local service provider switches that 911 call in its network and delivers  
3 that 911 call to Intrado. The 911 caller's local service provider also delivers the  
4 caller's telephone number to Intrado and provides the 911 caller's location  
5 information for the 911 database. In fact, as I explained above (at 12), the  
6 Commission requires local service providers to originate 911 calls for all of their  
7 customers.

8  
9 **Q. INTRADO'S WITNESSES (AT 19, LINES 1-4) DESCRIBE INTRADO'S**  
10 **WHOLESALE "EMERGENCY SERVICE" AS A TRANSIT SERVICE AND**  
11 **COMPARE IT TO VERIZON'S OWN TRANSIT SERVICE. HAS THE FCC**  
12 **EVER FOUND THAT TRANSIT SERVICE IS SUBJECT TO THE**  
13 **INTERCONNECTION REQUIREMENTS OF SECTION 251(C) OF THE**  
14 **ACT?**

15 **A.** No, it has not. In an arbitration proceeding, the FCC was asked to require Section  
16 251(c) interconnection for transit service. In rejecting this request, the FCC said that  
17 it "has not had occasion to determine whether incumbent LECs have a duty to provide  
18 transit service under [Section 251(c) of the Act], nor do we find clear Commission  
19 precedent or rules declaring such a duty."<sup>28</sup> In other words, if Intrado's service were  
20 a transit service (as Mr. Hicks and Ms. Spence-Lenss claim), the FCC has not found  
21 that transit service falls within the Act's definition of "telephone exchange service" or  
22 "exchange access."

---

<sup>28</sup> *Petition of WorldCom, Inc., et al., 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 Expedited Arbitration*, 17 FCC Rcd 27039 ¶ 117, Memorandum Opinion and Order (2002).



VI. CONCLUSION

1

2 Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?

3 A. Yes.

STATE OF TEXAS  
COUNTY OF TRAVIS

§  
§  
§

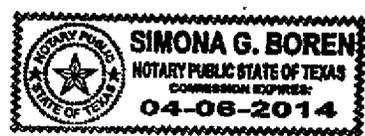
**BEFORE ME**, the undersigned authority, on this day personally appeared Don Price, who, having been placed under oath by me, did depose as follows:

My name is Don Price. I am of legal age and a resident of the State of Texas. The foregoing rebuttal testimony and the attached exhibits offered by me are true and correct, and the opinions stated therein are accurate, true and correct.

  
\_\_\_\_\_  
Don Price

**SUBSCRIBED AND SWORN TO BEFORE ME** by the said Don Price this 17<sup>th</sup> day of May, 2010.

  
\_\_\_\_\_  
Notary Public, State of Texas



Docket No. 36185

Rebuttal Testimony of Don Price

**Exhibit DP-R1**

**Section 5.2 Intrade Texas Rate Sheet No. 2**

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**SECTION 5 –SERVICES (CONT'D.)****5.2 9-1-1 Emergency Services Rules & Regulations**

- 5.2.1.** The 9-1-1 Emergency Services 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 delegated (e.g., PSAP). The Customer must be authorized to subscribe to the service by the Governing Authority and have public safety responsibility to respond to telephone calls from the public for emergency police, fire or other emergency services within the served territory.
- 5.2.2.** 9-1-1 Emergency Services are provided by the Company where facilities and operating conditions permit.
- 5.2.3.** 9-1-1 Emergency Services are not intended as a total replacement for the local telephone service of the various public safety agencies that may participate in the use of this service. The Customer must subscribe to additional Local Exchange Services for purposes of placing administrative outgoing call and receiving other calls.
- 5.2.4.** Application for 9-1-1 Emergency Services 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.** 9-1-1 Emergency Services are provided solely for the benefit of the Customer as an aid in handling 9-1-1 calls in connection with fire, police and other emergencies. The provision of 9-1-1 Emergency Services 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 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.

---

Issued: March 22, 2010

Effective: March 22, 2010

By: Craig Donaldson, Senior Vice President – Regulatory Affairs  
1601 Dry Creek Drive  
Longmont, CO 80503

TXf1001

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**SECTION 5 --SERVICES (CONT'D.)**

**5.2 9-1-1 Emergency Services Rules & Regulations (Cont'd.)**

- 5.2.7.** The rates charged for 9-1-1 Emergency Services do not contemplate the inspection or constant monitoring of facilities that are not within the Company's control, nor does the Company undertake such responsibility. The Customer shall make such operational tests that are required in the judgment of the Customer. 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.** All 9-1-1 or other emergency calls will be answered on a 24-hour day, seven-day week basis.
  - B.** 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.** The Customer will develop an appropriate method for responding to calls for nonparticipating agencies that may be directed to their PSAP by calling parties.
  - D.** The Customer will subscribe to Local Exchange Service at the PSAP location for administrative purposes, for placing outgoing calls, and for receiving other calls.

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**SECTION 5 –SERVICES (CONT'D.)**

**5.2 9-1-1 Emergency Services Rules & Regulations (Cont'd.)**

**5.2.10.** When 9-1-1 ALI Services are 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 user 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 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.

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**SECTION 5 –SERVICES (CONT'D.)**

**5.2 9-1-1 Emergency Services 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 9-1-1 ALI Services:

- A. Such information shall be used by the Customer solely for the purpose of aiding the Customer in identifying, updating and/or verifying the addresses of 9-1-1 callers 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 9-1-1 Emergency Services 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 9-1-1 Emergency Services hereunder, or (3) arising out of any act or omission of the Customer, in the course of using services provided pursuant to this rate sheet.

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Issued: March 22, 2010

Effective: March 22, 2010

By: Craig Donaldson, Senior Vice President -- Regulatory Affairs  
1601 Dry Creek Drive  
Longmont, CO 80503

TXf1001

Docket No. 36185

Rebuttal Testimony of Don Price

**Exhibit DP-R2**

**Excerpt from Florida PSC Transcript**

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BEFORE THE  
FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 070736-TP

In the Matter of:

PETITION BY INTRADO COMMUNICATIONS,  
INC. FOR ARBITRATION OF CERTAIN  
RATES, TERMS, AND CONDITIONS FOR  
INTERCONNECTION AND RELATED  
ARRANGEMENTS WITH BELLSOUTH  
TELECOMMUNICATIONS, INC. D/B/A AT&T  
FLORIDA, PURSUANT TO SECTION 252(B)  
OF THE COMMUNICATIONS ACT OF  
1934, AS AMENDED, AND SECTIONS 120.80  
(13), 120.57(1), 364.15, 364.16,  
364.161, AND 364.162, F.S., AND RULE  
28-106.201, F.A.C.

VOLUME 1

Pages 1 through 237

PROCEEDINGS: HEARING  
  
BEFORE: CHAIRMAN MATTHEW M. CARTER, II  
COMMISSIONER LISA POLAK EDGAR  
COMMISSIONER KATRINA J. McMURRIAN  
COMMISSIONER NANCY ARGENZIANO  
COMMISSIONER NATHAN A. SKOP  
  
DATE: Thursday, July 10, 2008  
  
TIME: Commenced at 9:37 a.m.  
  
PLACE: Betty Easley Conference Center  
Room 148  
4075 Esplanade Way  
Tallahassee, Florida  
  
REPORTED BY: LINDA BOLES, RPR, CRR  
Official FPSC Reporter  
(850) 413-6734

1 PARTICIPATING:

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3 Florida, c/o Mr. Gregory Follensbee, 150 South Monroe Street,  
4 Suite 400, Tallahassee, Florida 32303-1561, representing AT&T  
5 Florida.

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7 ESQUIRE, Cahill Law Firm, 1990 K Street N.W., Suite 950,  
8 Washington, DC 20006, representing Intrado Communications, Inc.

9                   REBECCA BALLESTEROS, ESQUIRE, Intrado Communications  
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12                   FLOYD SELF, ESQUIRE, Messer Law Firm, 2618 Centennial  
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14 Communications, Inc.

15                   LEE ENG TAN, ESQUIRE, FPSC General Counsel's Office,  
16 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850,  
17 appearing on behalf of the Commission Staff.

18

19

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FLORIDA PUBLIC SERVICE COMMISSION

1	I N D E X	
2	WITNESSES	
3		
4	NAME:	PAGE NO.
5	CYNTHIA CLUGY	
6	Direct Examination by Ms. Kiser	22
	Prefiled Direct Testimony Inserted	24
7	Prefiled Rebuttal Testimony Inserted	46
	Cross Examination by Mr. Gurdian	52
8	Redirect Examination by Ms. Kiser	61
9	THOMAS HICKS	
10	Direct Examination by Ms. Kiser	62
	Prefiled Direct Testimony Inserted	65
11	Prefiled Rebuttal Testimony Inserted	103
	Prefiled Direct Testimony of Carey	124
12	Spence-Lenss as Adopted by Thomas	
	Hicks Inserted	
13	Prefiled Rebuttal Testimony of Carey	143
	Spence-Lenns as Adopted by Thomas	
14	Hicks Inserted	
	Cross Examination by Mr. Carver	168
15		
16	JOHN MELCHER	
17	Direct Examination by Ms. Kiser	210
	Prefiled Rebuttal Testimony Inserted	212
18	Cross Examination by Mr. Gurdian	228
19		
20		
21		
22	CERTIFICATE OF REPORTER	237
23		
24		
25		

181

1 Q Okay. You've told me that if a 911 caller picks up  
2 the phone, dials 911 and the call goes to the PSAP, then the  
3 911 caller has originated the call. Now when I asked you if a  
4 PSAP can originate a call using the service that you provide,  
5 you said, yes, they can transfer to another PSAP. So I'm  
6 trying to understand your testimony. Are you saying that when  
7 the 911 caller makes the call, then they originate the call,  
8 and then when the PSAP transfers the call, then they originate  
9 the same call?

10 A No. When they, when the -- no. I'm not saying that.  
11 What I'm saying is when the PSAP receives the call and executes  
12 a transfer, that transfer is through the intelligent  
13 communications network, the Intelligent Emergency Network. It  
14 is not over the Public Switched Telephone Network.

15 Q Okay. But it's -- but I'm asking you about call  
16 origination. Is it your position that the transfer constitutes  
17 an origination of the call that the 911 caller has already  
18 placed?

19 A No, sir. It's not an origination. It's basically a  
20 transfer.

21 Q Okay. So what we know about this service is you  
22 can't call out at all. All you can do is transfer a call after  
23 it's been originated by the 911 caller; correct?

24 A That's correct. Yes, sir.

25 Q Okay. Thank you. I'd like to talk a little bit

Docket No. 36185

**Exhibit DP-R3**

Rebuttal Testimony of Don Price

**Intrado Response to AT&T Discovery Request 1-4**

ED

11:25 PM 2:04

DOCKET NO. 36176

PETITION OF INTRADO INC. FOR §  
 COMPULSORY ARBITRATION WITH §  
 SOUTHWESTERN BELL TELEPHONE §  
 COMPANY D/B/A AT&T TEXAS UNDER §  
 THE FTA RELATING TO ESTABLISHMENT §  
 OF AN INTERCONNECTION AGREEMENT §

PUBLIC UTILITY §  
 COMMISSION §  
 OF TEXAS

**INTRADO COMMUNICATIONS INC. RESPONSES TO THE  
 FIRST SET OF REQUESTS FOR INFORMATION, DOCUMENTS, AND ADMISSIONS  
 OF SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T TEXAS**

Intrado Communications Inc. ("Intrado Comm"),<sup>1</sup> by its attorneys and pursuant to the timeframe for responses established by *Order No. 8 Memorializing Prehearing Conference and Setting Procedural Schedule*, hereby timely responds to the first set of requests for information, documents, and admissions (collectively, "Requests") issued by Southwestern Bell Telephone Company d/b/a AT&T Texas ("AT&T") on March 4, 2010. Parties may treat these responses as if made under oath.

Intrado Comm reserves the right to object at the time of hearing to the admissibility of the information produced. Intrado Comm's responses are based on the best information presently available, and only include information applicable to Intrado Comm's operations in Texas. Intrado Comm reserves the right to amend, supplement, correct or clarify answers if other or additional information is obtained.

<sup>1</sup> The name on Intrado Inc.'s service provider certificate of operating authority ("SPCOA") was changed to Intrado Communications Inc. effective October 8, 2009. See Docket No. 37441, *Application of Intrado Inc. for an Amendment to its Service Provider Certificate of Operating Authority*, Notice of Approval (Oct. 8, 2009).

48

**1-4: With respect to Intrado's statement in its Motion for Reconsideration (p. 5 and fn. 25) that Intrado offers the additional feature and capability that allows its PSAP customers "to offer emergency notification information to all 911 callers" (i.e., "reverse 911"), provide the following:**

- (a) Identify the provision(s) in Intrado's IEN Service Tariff where this feature/capability is offered or described.**
- (b) Provide all other documents describing, explaining or referring to this feature/capability, including but not limited to all tariffs, service descriptions, service guides, contracts, marketing materials, or memoranda.**
- (c) Explain how a PSAP sends an outbound emergency notification, including but not limited an explanation of the steps taken by the PSAP to send the notification and the facilities used to send the notification.**
- (d) State whether an emergency notification can be sent to a single recipient or a few recipients selected by the PSAP.**
- (e) State whether the recipients of an emergency notification can respond to the reverse 911 message from the PSAP.**
- (f) Describe in detail Intrado's role in reverse 911. For example, does Intrado only provide the data necessary to compile a listing of customers for a reverse 911 system?"**
- (g) If Intrado uses a third-party vendor to assist in or enable the provision of "reverse 911," identify that vendor and provide any contract or tariff governing or describing the vendor's role in assisting or enabling Intrado to provide reverse 911.**

**Intrado Comm Response:**

**(a) Please see Section 5.1.6 of Intrado Comm's Texas Rate Sheet No. 2, which is set forth in Attachment 1.**

**(b) Please see Attachment 2, which contains marketing material regarding Intrado Comm's service offerings. Intrado Comm does not currently have any contracts or agreements in Texas for the provision of this service.**

**(c) The manner in which PSAPs send outbound emergency notifications will depend on the technology and equipment used by the PSAP.**

**(d) See response to RFI-4(c) above.**

**(e) Recipients cannot respond to the reverse 911 message.**

(f) Intrado Comm provides the data that permits PSAPs to make broadcast notifications to particular geographic areas and associated local telephone numbers in those areas in the event of public emergencies.

(g) Intrado Comm does not use a third party vendor at this time.

**Responsible People:**

**Technical -** Thomas W. Hicks, Director - Carrier Relations  
Intrado Communications Inc.  
1601 Dry Creek Drive  
Longmont, CO 80503

**Policy -** Carey Spence-Lenss, Vice President, Regulatory & Government Affairs  
Intrado Communications Inc.  
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**Exhibit DP-R4**

**Section 5.4 Intrado Texas Rate Sheet No. 2**

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**SECTION 5 –SERVICES (CONT'D.)****5.4 Enterprise E9-1-1 Service****5.4.1 Description**

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

**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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**SECTION 5 –SERVICES (CONT'D.)**

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

**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 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 rate sheet 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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**SECTION 5 –SERVICES (CONT'D.)**

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

**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 rate sheet, are applicable for facilities needed to connect from Customer's private switch to the Enterprise E9-1-1 Service Point of Connection on Company's network.
2. If Company requires 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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Docket No. 36185

Rebuttal Testimony of Don Price

**Exhibit DP-R5**

**Section 1 Intrado Texas Texas Rate Sheet No. 2**

**SECTION 1 - DEFINITIONS**

**9-1-1** - 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.

**9-1-1 Failure or Outage** - A situation where 9-1-1 calls cannot be transported to the Public Agency responsible for answering 9-1-1 calls (usually a PSAP).

**9-1-1 Service Provider** - The carrier responsible for establishing and overseeing the functions necessary to accept 9-1-1 calls placed by callers, delivering the 9-1-1 calls to PSAPs using appropriate routing logic and emergency response information such as ANI and ALI.

**ALI Database** - A system of manual procedures and computer programs used to create, store and update ALI information.

**Authorized User** - A person, firm or corporation 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.

**Automatic Number Identification (ANI)** - A type of signaling provided by a Local Exchange Carrier that automatically identifies the local exchange line from which a call originates.

**Automatic Location Identification (ALI)** - Information transmitted while providing E911 service that permits emergency service providers to identify the geographic location of the calling party.

**Call Bridging** - The act of adding an additional party to an existing call, i.e., the origination of another leg on an existing call to include an additional party. With Call Bridging, the party adding the additional party remains connected to the call after the additional party is added.

**Call Transfer** - The act of adding an additional party to an existing call, i.e., the origination of another leg on an existing call to include an additional party. With Call Transfer, the party adding the additional party may disconnect before the additional party answers.

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**SECTION 1 – DEFINITIONS (CONT'D.)**

**Central Office (CO) or End Office (EO)** - A switching unit providing telecommunication services to the public, designed for terminating and interconnecting lines and trunks. The term "End Office" and "Central Office" are used interchangeably in this rate sheet. More than one CO or EO may be located in the same building.

**Commission** - Public Utility Commission of Texas.

**Common Carrier** - An authorized company or entity providing telecommunications services to the public.

**Company** - Whenever used in this rate sheet, "Company" refers to Intrado Communications Inc., unless otherwise specified or clearly indicated by the context.

**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 rate sheet and who is responsible for paying the communication service bills and for complying with applicable rules and regulations of the Company.

**Customer Premises** - A location designated by the Customer for the purposes of connecting to the Company's services.

**E9-1-1 (Enhanced 9-1-1)** - An emergency telephone service that includes ANI, ALI (including non-listed and non-published numbers and addresses), and (optionally) selective routing, to facilitate public safety response.

**E9-1-1 Emergency Service** - A telecommunications service that uses ANI, ALI (including non-listed and non-published numbers and addresses), Selective Routing, and the three-digit number "9-1-1," for reporting police, fire, medical, or other emergency situations to a PSAP for referral to a public safety agency. As used in this rate sheet, E9-1-1 Emergency Service does not include discretionary equipment purchased or contracted for that is not essential to the provision of E9-1-1 Emergency Service.

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**SECTION 1 - DEFINITIONS (CONT'D.)**

**E9-1-1 Selective Router Trunk** - A trunk from an E9-1-1 Selective Routing Tandem capable of transmitting the ANI associated with the caller's local exchange line. The E9-1-1 Selective Router Trunk may be between an E9-1-1 Selective Routing Tandem and a PSAP, or between E9-1-1 Selective Routing Tandems; the latter configuration is also known as an inter-Selective Router Trunk.

**E9-1-1 Tandem or E9-1-1 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.

**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 Routing Tandem.

**Emergency Service Number (ESN)** - An ESN is a number, typically three to five digits in length, that maps to a primary 9-1-1 call handler (usually a PSAP), and a set of emergency service agencies (e.g., law enforcement, fire, emergency medical service) that serve a specific range of addresses within a particular geographical area, or Emergency Service Zone (ESZ).

**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.

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**SECTION 1 - DEFINITIONS (CONT'D.)**

**Governing Authority** - The governing body of a state, county, city, city and county, town, of other governing body (e.g., the board of directors of a special district) that oversees the PSAP(s) within the Governing Authority's jurisdiction.

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

**Individual Case Basis (ICB)** - A service arrangement where the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

**Intrado** - Intrado Communications Inc., issuer of this rate sheet.

**Joint User** - A person, firm or corporation designated by the Customer as a user of service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

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**SECTION 1 - DEFINITIONS (CONT'D.)**

**Local Exchange Carrier (LEC)** - Refers to any person, corporation or entity that pursuant to the statutes and rules of the State of Texas and the Public Utility Commission of Texas is authorized to provide telecommunications Local Exchange Services on a resale or facilities basis.

**Local Exchange Service** - Refers to local service that allows a user of the service to complete calls through facilities provided for intercommunications to other telephones within a specified area without payment of toll charges. This service may also provide access to and from the telecommunication network for long distance calling.

**Master Street Address Guide (MSAG)** - A database of street names and house number ranges within their associated communities that defines ESZs and associated ESNs to enable proper routing of E9-1-1 calls

**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.

**Nonrecurring Charge (NRC)** - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

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**SECTION 1 - DEFINITIONS (CONT'D.)**

**Person** - Any individual, firm, partnership, co-partnership, 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.

**Premises** - All the space in the same building that 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 building.

**Private Branch Exchange (PBX)** - 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.

**Pseudo Automatic Number Identification (pANI)** - A number consisting of the same number of digits as ANI, and used to query routing and ALI databases.

**Public Agency** - Any state, county, city, city and county, town, municipal corporation, public district, or other public authority located in whole or in part within the state of Texas that provides or has the authority to provide fire fighting, law enforcement, ambulance, emergency medical, or other emergency services.

**Public Emergency** - The presence of actual or imminent conditions that are either an immediate danger to the health or safety of people, or a likelihood of sever irreparable damage to property.

**Public Safety Answering Point (PSAP)** - A facility equipped and staffed to receive 9-1-1 calls from the 9-1-1 Service Provider(s). PSAPs operate under the direction of the Governing Authority and are responsible to direct the disposition of 9-1-1 calls.

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**SECTION 1 - DEFINITIONS (CONT'D.)**

**Recurring Charges** - The charges to the Customer, usually monthly, for services, facilities and equipment, that continue for the agreed upon duration of the service.

**Selective Routing** - The routing of a 9-1-1 call from an E9-1-1 Selective Router Tandem to a designated PSAP based upon the seven-digit or ten-digit telephone number or pANI associated with the caller dialing 9-1-1.

**Service Commencement Date** - The first day following the date that the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service that does not conform to standards set forth in the Service Order Agreement or this rate sheet, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

**Service Interruption** - The inability to complete calls due to equipment malfunctions or human errors. Service Interruption shall not include service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Service Interruption include the failure of any service or facilities provided by a Common Carrier or other entity other than the Company.

**Service Order Agreement** - The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Agreement form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this rate sheet.

**TDD/Text Phone** - A telecommunications device for use by hearing or speech impaired persons that employs graphic communication in the transmission of coded signals through a wire or radio communication system.

**Telecommunications Device for the Deaf (TDD)/Text Phone Emergency Access** - Provides 9-1-1 access to individuals that use TDD/Text Phones and computer modems.

**Telecommunications Relay Service (TRS)** - These services provide the ability for hearing or speech impaired individuals to communicate, by wire or radio, with a hearing individual in a manner that is functionally equivalent to communication by an individual without a hearing or speech impairment. This definition includes telecommunication relay services that enable two-way communications between an individual who uses a TDD or other non-voice terminal device and an individual who does not use such a device.

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**Exhibit DP-R6**

**Intrado response to VZ Second Request for Admission 2**

**SECOND REQUEST FOR ADMISSIONS**

1. Regarding the Intrado Direct Testimony at page 14, lines 11-14, please admit that Intrado does not have any 7-digit or 10-digit telephone numbers within the Public Switched Telephone Network of Texas to assign to the referenced "second dial tone." If not admitted, please identify the telephone numbers that Intrado has available for assignment to the referenced "second dial tone" and the entity that provided those telephone numbers to Intrado.

Admit. No NXX codes have been assigned to Intrado Comm to date.

**Responsible Persons:**

**Technical -** Thomas W. Hicks, Director – Carrier Relations  
Intrado Communications Inc.  
1601 Dry Creek Drive  
Longmont, CO 80503

**Policy -** Carey Spence-Lenss, Vice President, Regulatory & Government Affairs  
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- 2 Regarding the Intrado Direct Testimony at page 17 lines 14-17, please admit that the referenced "station number" of the 911 caller would be a 7-digit or 10-digit telephone number within the Public Switched Telephone Network of Texas that is assigned to the enterprise or telematics customer by a carrier or service provider other than Intrado. If not admitted, please identify the "station numbers" that Intrado has available for assignment to Intrado's enterprise and telematics customers and the entity that provided those "station numbers" to Intrado.

Admit that if a station number is a 7 or 10 digit PSTN number, Intrado Comm does not have NXX codes assigned to it for purposes of assigning a number to a customer.

Otherwise, denied. .

**Responsible Persons:**

**Technical -** Thomas W. Hicks, Director – Carrier Relations  
Intrado Communications Inc.  
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**Policy -** Carey Spence-Lenss, Vice President, Regulatory & Government Affairs  
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3. Regarding the Intrado Direct Testimony at page 22, lines 19-21, please admit that the referenced "incoming calls" would not include calls from customers of carriers or service providers other than Intrado. If not admitted, please explain how such carriers and service providers would identify such "incoming calls" of Intrado's enterprise and telematics customers and route such "incoming calls" to Intrado.

Deny. The method for identifying and routing of incoming calls to Intrado Comm's enterprise and telematics customers would depend upon the service configuration selected by the customer. It is not possible to answer this question without reference to a specific service configuration.

**Responsible Persons:**

**Technical -** Thomas W. Hicks, Director – Carrier Relations  
Intrado Communications Inc.  
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Docket No. 36185

**Exhibit DP-R7**

Rebuttal Testimony of Don Price

**The Alliance for Telecommunications Industry Solutions (ATIS),  
*Location Routing Number (LRN) Assignment Practices,*  
ATIS-0300065 (Sept. 18, 2009)**



**ATIS-0300065**

**LOCATION ROUTING NUMBER (LRN)  
ASSIGNMENT PRACTICES**

**FINAL DOCUMENT**

September 18, 2009



The Alliance for Telecommunication Industry Solutions (ATIS) is a technical planning and standards development organization that is committed to rapidly developing and promoting technical and operations standards for the communications and related information technologies industry worldwide using a pragmatic, flexible and open approach. Over 1,100 participants from more than 350 communications companies are active in ATIS' 23 industry committees and its Incubator Solutions Program.

< <http://www.atis.org/> >

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## **Preface**

The Industry Numbering Committee (INC) provides a forum for customers and providers in the telecommunications industry to identify, discuss and resolve national issues that affect numbering. The INC is responsible for identifying and incorporating the necessary changes into this document. All changes to this document shall be made through the INC issue resolution process and adopted by the INC as set forth in the *ATIS Operating Procedures*.

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## Location Routing Number Assignment Practices

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These practices are intended to assist Service Providers as to why Location Routing Numbers (LRNs) are necessary and how to select their own LRNs. The use of LRNs is covered in the ATIS Packet Technology Systems Committee (formerly Committee T1S1) standards and the FCC North American Numbering Council Local Number Portability Administration Working Group (LNPA WG) best practices<sup>1</sup> and some of that direction is incorporated in these practices.

An LRN is a 10-digit number, in the format NPA-NXX-XXXX, that uniquely identifies a switch or point of interconnection (POI) per LATA. The NPA-NXX portion of the LRN is used to route calls to numbers that have been ported.

The following LRN assignment criteria should be considered when a service provider selects and assigns an LRN:

1. A unique LRN will be provisioned to identify each recipient switch or POI in the number portability capable network<sup>2</sup>. LRNs are to be used for routing and not for rating/billing calls. Calls are rated and billed to an end-user based on the dialed digits and not on the LRN. There is, however an Automated Message Accounting feature that records the LRN that a call is routed to in order to determine the appropriate provider serving that number for access billing purposes<sup>3</sup>.
2. A service provider will establish one (1) LRN per LATA from an assigned NXX for each recipient switch or POI in the number portability capable network. Additional LRNs may be used for internal purposes. Further, additional LRNs are not required to identify US wireline rate centers. A unique LRN may be assigned to every LNP equipped switch or POI (and potentially to each CLLI listed in the Telcordia® LERG™ Routing Guide).

Requesting an additional NXX to establish an LRN in certain instances may be justified but precautions need to be taken to ensure number resource optimization. The following points should be considered prior to requesting a new NPA-NXX for the purpose of establishing an LRN:

- The requesting service provider uses an existing code already homed to the tandem where the LRN is needed for the POI.
  - Once the NXX Code is assigned, the LERG-assignee must return any blocks not justified for retention in its inventory.
  - When there are multiple tandems owned by different SPs in a single LATA, the requesting SP may obtain a new NXX in order to establish an LRN for each subtending POI.
  - Regulatory waivers granted to ILECs to carry local calls across a LATA boundary may exist. In such instances, SPs may be justified in establishing an additional LRN to properly route calls.
3. Remote switches that have a unique, assigned NPA-NXX also may have a unique LRN assigned to the remote switches<sup>4</sup>.

<sup>1</sup> See the LNPA WG pages at [www.npac.com](http://www.npac.com)

<sup>2</sup> ATIS PTSC Standard; *Number Portability for Switching Systems* ATIS-PP-1000002 (documents available at the ATIS Document Center at [www.atis.org](http://www.atis.org) may have an associated fee)

<sup>3</sup> See footnote 2

<sup>4</sup> See footnote 2

4. The LRN must be selected and assigned from a valid NPA/NXX that has been uniquely assigned to the service provider by the Central Office Code Administrator and published in the LERG Routing Guide. An LRN should be selected and assigned with the following considerations:
  - Do not select and assign the LRN from an NPA/NXX that is planned to be re-homed to another switch.
  - Do not select and assign the LRN from an NPA/NXX that has a majority of the NXX numbers assigned to a single customer.
  - Do not assign the LRN from an NPA/NXX that is assigned to the local choke network.
  - Do not assign the same telephone number as both an LRN for a switch and a working number for a customer.
  - Do not assign any TLDN or ESRD/ESRK wireless administrative number as an LRN.
  - Do not select and assign the LRN from a block that otherwise may be eligible for donation to the thousands-block number pool.<sup>5</sup>
5. An LRN may have to be changed due to any of the following:
  - switch replacements
  - code moves or LERG reassignments
  - NPA Splits (as a result of an NPA-NXX split, a service provider may have to change their assigned LRN)
  - Donation or return of the thousands-block containing the LRN
6. If a switch serves multiple NPA/NXXs, wherever possible, do not select and assign the LRN from an NPA that has been identified for area code relief.
7. The LRN will be published in the LERG Routing Guide<sup>6</sup>. LERG Routing Guide LRN records are used by some SPs for trouble shooting and network engineering purposes. Within five business days of the assignment of an NXX that is to be used for LRN purposes, or when an LRN is assigned from an NXX already in an SP's inventory, the SP should forward a CO Code Part 2 Form 7 to its AOCN for input into Business Integrated Routing and Rating Database System (BIRRDs).
8. Service providers must maintain internal records of LRNs as a separate sub-category of "Administrative" in their TN inventories. (FCC 00-104 ¶36 and ¶62)
9. Shared service provider NPA-NXXs should not be used for LRN assignments.
10. For thousands-block number pooling, the LRN shall only be selected and used by the LERG assignee from its assigned/retained thousand block(s).

<sup>5</sup> An SP can avoid the donation of blocks containing administrative numbers, e.g., LRNs, Temporary Local Directory Numbers (TLDNs), Mobile Station Roaming Numbers (MSRN), by consolidating these numbers within blocks it intends to retain. The porting of an LRN can cause call delivery failures.

<sup>6</sup> At a minimum LRNs that are associated with ported and/or pooled records in the NPAC should be published in the LERG Routing Guide. Failure to publish LRNs in the LERG Routing Guide leads to confusion and more investigation time during the resolution process to determine to whom the LRN belongs.

Docket No. 36185

**Exhibit DP-R8**

Rebuttal Testimony of Don Price

**Intrado response to First Request for Admission No. 3**

3. **Please admit that the North American Numbering Plan Administration has not assigned to Intrado any central office codes within any Texas area codes. If not admitted, please identify all central office codes within Texas area codes that the North American Number Plan Administration has assigned to Intrado.**

**Intrado Comm Response:**

Admitted.

**Responsible Person:**

Thomas W. Hicks, Director - Carrier Relations  
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