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**EMBARQ™**

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May 28, 2008

**VIA HAND DELIVERY**

Ms. Ann Cole, Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850

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RE: Docket No. 070699-TP  
Embarq Florida Inc.'s Rebuttal Testimony of Edward "Ted" C. Hart and James  
M. Maples (with Exhibits 12-14)

- CMP \_\_\_\_\_
- ODM \_\_\_\_\_
- CPR \_\_\_\_\_
- ECR \_\_\_\_\_
- GCJ \_\_\_\_\_
- OTC \_\_\_\_\_
- MOA \_\_\_\_\_
- SCR \_\_\_\_\_
- SDA \_\_\_\_\_
- SEC \_\_\_\_\_
- OTR \_\_\_\_\_

Dear Ms. Cole:

Enclosed for filing are the original and fifteen (15) copies of Embarq Florida Inc.'s Rebuttal Testimony of Edward "Ted" C. Hart and James M. Maples (with Exhibits 12-14) in the above referenced docket matter.

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning the same.

Copies are being served on the parties in this docket pursuant to the attached certificate of service.

Sincerely,

*Susan S. Masterton*  
Susan S. Masterton

Enclosure

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04538 MAY 28 08  
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**CERTIFICATE OF SERVICE  
DOCKET NO. 070699-TP**

**I HEREBY CERTIFY** that a true and correct copy of the foregoing was served by regular U.S. Mail or, hand delivery \*, and electronic mail on this 28<sup>th</sup> day of May, 2008 to the following:

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*Sub*  
  
Susan S. Masterton

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**BEFORE THE  
FLORIDA PUBLIC SERVICE COMMISSION**

**In Re:** )  
**Petition by Intrado Communications, Inc.** )  
**For arbitration of certain rates, terms, and** )  
**Conditions for interconnection and related** )  
**Arrangements with Embarq Florida, Inc.,** )  
**Pursuant to Section 252(b) of the** )  
**Communications Act of 1934, as amended,** )  
**And Section 364.162, F.S.** )

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**REBUTTAL TESTIMONY OF  
EDWARD "TED" C. HART**

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**ON BEHALF OF  
EMBARQ FLORIDA, INC.**

**Prefiled: May 29, 2008**

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

3

4 ***Q. Have the parties reached agreement on language settling issue 10?***

5 A. Yes. It is my understanding that issue 10 has been resolved.

6

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

8

9

10 ***Q. Does Intrado's position on audit rights and responsibilities become more clear***  
11 ***in light of its testimony on the matter?***

12 A. No, it becomes substantially less clear with the introduction of a few concepts that  
13 just are not the subject of the interconnection agreement nor are they issues that  
14 might be resolved by audits whether performed by inside or independent parties.  
15 The first concept regards sharing of costs that Ms. Clugy introduces at page 6 line  
16 4, "subject to some reimbursement if the audit reveals discrepancies." This is a  
17 concept that is not addressed within the proposed text of the interconnection  
18 agreement. Simply stated, if there is disagreement sufficient to require an audit,  
19 there exists a very high likelihood that such disagreement would extend to how to  
20 share cost responsibilities of the audit.

21 ***Q. Would it be costly to conduct a third party audit in every situation in which an***  
22 ***audit may be required?***

23 A. Yes. In my Direct Testimony on page 7, lines 21 through 24, I discuss the  
24 potential costs of conducting an audit that is typical of the types of audits that

1 might be performed in connection with an interconnection agreement. The  
2 estimate provided to me by a Kansas City CPA firm was a minimum of \$20,000  
3 to \$30,000. The \$20,000 to \$30,000 estimate is based on beginning hourly rates  
4 for personnel assigned to the audit in the range of \$100 – \$150 per hour and that  
5 hourly rate would increase for reviewing and supervisory personnel. I made a  
6 mathematical error in working backwards to estimate the minimum number of  
7 hours of work that would be involved, which I intend to correct when my  
8 testimony is introduced into the record at the hearing.

9 ***Q. You said there were two ambiguous concepts introduced by Intrado's testimony***  
10 ***on this issue. What is the second?***

11 The second concept is that of the potential abuse of audit power at lines 6 and 7  
12 on page 6. Any power implied or conferred in a contract can be abused and such  
13 power can be abused by either party. Embarq agrees that the parties do not hold  
14 equal positions and seldom in the business world do two parties contracting with  
15 each other hold roughly equal market positions. That the companies are different  
16 entities with different experience levels, different histories and different market  
17 plans does not presume that one wields an inordinately unequal competitive  
18 position that can be abused. Intrado is a provider of 911/E911 services and  
19 Embarq predominately a local exchange carrier within the context of an integrated  
20 communications provider. Each would be presumed to possess its own set of  
21 competitive strengths within its own segments of the telecom business. The  
22 objective of an audit is in determining some ultimate level of accuracy with  
23 respect to a financial or non-financial set of measurements. There is not a

1 standard in an audit that would seek to level a competitive playing field. Audits  
2 are only used in limited circumstances and are limited in frequency by the  
3 interconnection agreement language as drafted. Finally, there is a presumption  
4 that both parties will act in good faith in the execution of their contracts.  
5 Attempting to abuse any provision in the agreement to inconsistent ends might be  
6 considered a breach of good faith.

7

8 ***Q. Does this conclude your Rebuttal Testimony?***

9 ***A. Yes it does.***

10

11

12

1 **BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

2 **DOCKET NO. 070699-TP**

3 **REBUTTAL TESTIMONY OF**

4 **JAMES M. MAPLES**

5  
6 **SECTION I—INTRODUCTION**

7  
8 **Q. Please state your name, title and business address.**

9 **A.** My name is James M. “Mike” Maples. I am employed as Regulatory Manager for  
10 Embarq Management Company, which provides management services to Embarq  
11 Florida, Inc. (“Embarq”). My business address is 5454 W. 110<sup>th</sup> Street, Overland  
12 Park, KS 66211.

13  
14 **Q. Are you the same Mike Maples that filed Direct Testimony in this proceeding on**  
15 **April 21, 2008?**

16 Yes, I am.

17  
18 **Q. What is the purpose of your Rebuttal Testimony?**

19 **A.** The purpose of my Rebuttal Testimony is to respond to the Direct  
20 Testimony of Intrado witnesses Cynthia Clugy, Thomas W. Hicks’s, and Carey F.  
21 Spence-Lenss. My Rebuttal Testimony addresses Issues 1(a), 1(b), 1(c), 1(d), 2, 3,  
22 4(a), 4(b), 5, 6(b), 7, 11, and 13. Issues 6(a), 8, 9 and 12 have been resolved  
23 subsequent to the filing of Direct Testimony.

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1

2 **Q. Please summarize your Rebuttal Testimony.**

3 The Direct Testimony of Intrado's witnesses provide little support for the positions  
4 that the company is taking in this proceeding and therefore offer little of substance to  
5 rebut. The testimony does not specifically cite to terms and conditions that were at  
6 issue or explain the differences in the language proposed by the Parties and why  
7 Intrado's proposals are more consistent with section 251(c) of the Act. The testimony  
8 does not provide a detailed explanation of why and how Intrado would use unbundled  
9 network elements. Intrado's initial response to Embarq's interrogatory on the issue  
10 also does not thoroughly answer the question. Intrado's behavior is consistent with  
11 the discussions that the parties have had with their representatives in negotiations,  
12 lacking the specificity necessary to fully reach an understanding of what Intrado is  
13 really seeking. Intrado's testimony also shows a lack of understanding of an ILECs  
14 obligation under section 251(c) of the Act. Intrado apparently believes that the Act  
15 allows it to demand anything that it desires from Embarq regardless of the cost or  
16 impact. The testimony filed by Intrado also reinforces Embarq's belief that Intrado  
17 seeks to deny Embarq the ability to charge PSAPs for 9-1-1 services that Embarq  
18 provides.

19

20 Much of Intrado's Direct Testimony reads like a marketing promotion, attacking the  
21 quality of the service provided by Embarq and its integrity, implying that Intrado is the  
22 only entity that can meet the needs of the Public Safety community in Florida. The  
23 testimony spends much time touting the benefits of competition, as if each of the

1 issues listed in this proceeding could and would automatically be decided in Intrado's  
2 favor on that basis alone. Embarq also endorses competition and is not challenging  
3 Intrado's right to compete, but only seeks to ensure that the terms and conditions in  
4 any agreements between Embarq and Intrado are reasonable and fair for both parties  
5 and comport with the rights and obligations that each Party has under the Act.

6  
7 Several times in their testimonies, as I point out in my Rebuttal Testimony, Intrado  
8 witnesses describe its services as local exchange services, which is directly  
9 contradicted by the price list that Intrado has on file here in Florida. Intrado has  
10 accused Embarq of being vague and arbitrary with respect to rates even though  
11 Embarq has provided a price list and has tariffs with posted rates, and yet Intrado's  
12 own price list does not include any rates, and Intrado has not clearly identified the  
13 prices that it intends to charge Embarq for any services, thus denying Embarq the  
14 opportunity to challenge those rates in this proceeding.

15  
16 Intrado's witnesses repeatedly describe their IP based network and the benefits of  
17 implementing the multimedia capabilities of the next generation of the 911 network,  
18 boldly claiming that it is telephone exchange service, completely disregarding the  
19 current regulatory uncertainty with respect to interconnected VoIP and other IP  
20 enabled services.

21  
22 With respect to the establishment of Points of Interconnection ("POI"), Intrado  
23 mistakenly assumes that section 251(c) of the Act allows it to force Embarq to

1 establish POIs on Intrado's network, when the Act and the regulations state that the  
2 POI has to be "within" (i.e. on) Embarq's network. In addition, Intrado claims that  
3 Embarq must establish multiple POIs and geographically diverse routes at the same  
4 time. Section 251(c) does not grant them that right.

5  
6 As I pointed out in my Direct Testimony, the unbundled network elements that  
7 Embarq is currently obligated to provide pursuant to section 251(c) do not include the  
8 types of facilities that will be used to provide the next generation 911 infrastructure.  
9 Embarq is not obligated to provide unbundled transport over every route that it has in  
10 Florida, and such unbundled transport is therefore not ubiquitously available. Intrado  
11 is prohibited from using Enhanced Extended Links ("EELs") to aggregate 9-1-1 traffic  
12 given the restrictions that the FCC has placed on these facilities, which could require  
13 Intrado to establish collocations for every PSAP that it seeks to serve using unbundled  
14 network elements.

15  
16 Intrado seeks to dictate to Embarq how it should switch Embarq end user 9-1-1 calls  
17 and how Embarq should engineer its network, on Embarq's side of the POI,  
18 demanding that Embarq implement an inefficient and error-prone process at a cost in  
19 excess of a million dollars.

20  
21 The Commission should deny Intrado's petition and its proposed contract terms and  
22 order Intrado to negotiate commercial agreements with Embarq for those situations  
23 which are depicted in Exhibits JMM-4, JMM-5 and JMM-6 of my Direct Testimony.

1

2 **SECTION II – UNRESOLVED ISSUE DISCUSSION**

3

4 **Introduction**

5

6 **Q. Which Intrado entity provides Automatic Location Identification (“ALI”)**  
7 **services? (Spence-Lenss Direct, page 4 at line 2 and page 5 at line 1).**

8 **A.** Ms. Spence-Lenss’ Direct Testimony indicates that the ALI services are provided by  
9 Intrado Inc., which is an affiliate of Intrado Comm.

10

11 **Q. Why is this relevant?**

12 **A.** Intrado Comm. is demanding that Embarq implement ALI steering arrangements with  
13 it, yet Ms. Spence-Lenss states that Intrado Comm. does not provide the service.  
14 Intrado, Inc. is not a party to these negotiations nor does Embarq have an obligation to  
15 negotiate section 251(c) interconnection agreements with Intrado, Inc.

16

17 **Q. Do you agree with Ms. Spence-Less’ statement that Intrado Comm. provides**  
18 **local exchange services (Spence-Lenss Direct, page 4 at line 11, page 6 at line 1)**  
19 **and that 911 and E911 services are local exchange services? (Spence-Lenss**  
20 **Direct, page 12 at line 11).**

21 **A.** No. As I pointed out in my Direct Testimony (page 14 at line 9), Intrado admits in its  
22 own Florida price list that it “...is not responsible for the local exchange service to its  
23 Customers.” If Intrado does indeed provide 911 and E911 services, and it claims that

1 it does not provide local exchange service, 911 and E911 services cannot be local  
2 exchange, by Intrado's own admission. Ms. Spence-Lenss' use of the phrase also  
3 illustrates the common understanding that local exchange service and telephone  
4 exchange service are used interchangeably within the industry.

5

6 **Q. Is Ms. Spence-Lenss' claim that Intrado, Inc. provides the "core of the nation's**  
7 **911 ALI and selective routing infrastructure" accurate or relevant to this**  
8 **proceeding? (Spence-Lenss Direct, page 5 at line 1).**

9 **A.** I do not know if the statement is accurate. While it is Intrado Comm. and not Intrado  
10 Inc., that is the party in this proceeding, Ms. Spence-Lenss' comment paints the  
11 picture of a company that has a dominant position in the 911 industry, and not one that  
12 is disadvantaged in any way. In any event, the marketing promotion is not relevant to  
13 the issues that are being disputed in this proceeding, except to contradict Intrado's  
14 claim in this proceeding that it is somehow at a competitive disadvantage.

15

16 **Q. What relevancy does the West Virginia order referred to by Ms. Spence-Lenss**  
17 **have in this proceeding?**

18 **A.** While Ms. Spence-Lenss uses the order to support competitive entry, which is not an  
19 issue being disputed by Embarq in this proceeding, a cursory review of the order  
20 reveals that the major issue in the West Virginia proceeding was the rates that the  
21 ILECs charged to the PSAPs for services that the ILECs provided. The West Virginia  
22 Commission upheld the ILECs right to charge the PSAPs, which is consistent with

1 Embarq's position in this arbitration, as well as Embarq's position in the separate  
2 declaratory proceeding initiated by Intrado.

3

4 **Q. Ms. Spence-Lenss also refers to the recent certification order in Ohio regarding**  
5 **Intrado (Spence-Lenss Direct, page 6 at line 7 and Exhibit CSL-2). Does the**  
6 **certification order support Intrado's claims in this proceeding?**

7 **A.** No. In that certification proceeding, the Ohio Commission found that the services to  
8 be provided by Intrado, "are restricted in scope and, thus, do not extend to the level of  
9 a CLEC" (Case No. 07-1199-TP-ACE, Finding and Order, page 5) and further found  
10 that, "To the extent that Intrado ultimately seeks to engage in the provision of  
11 additional services that results in the company acting as a CLEC, the applicant should  
12 file for approval to amend its certificate to provide such services." (Case No. 07-1199-  
13 TP-ACE, Finding and Order, page 10) The Ohio Commission determined that Intrado  
14 was not a CLEC and established a unique category of communications provider in  
15 order to accommodate Intrado's market entry. If the Florida Commission were to  
16 agree with the Ohio Commission that Intrado is not a CLEC, the Florida Commission  
17 could actually revoke Intrado's CLEC certification.

18

19 **Q. Are there competitive options and choices for the public safety industry today?**  
20 **(Spence-Lenss Direct, page 6 at line 21).**

21 **A.** On one hand Ms. Spence-Lenss states that there are no competitive options for the  
22 public safety options available today, but then she goes on to say that "Florida, in  
23 particular, is experiencing the advent of true 911 competition ..." (Spence-Lenss

1 Direct, page 7 at line 1). I'm not sure how Florida can be experiencing competition  
2 when there are no competitive options. Embarq's sales team here in Florida certainly  
3 doesn't share Intrado's view that competition is not present in this market.  
4

5 **Q. Do you agree with Ms. Spence-Lenss that ILEC tariff charges are unwarranted?**  
6 **(Spence-Lenss Direct, page 7, at line 17).**

7 **A.** No. Intrado seeks to force ILECs to provide components of the Wireline E911  
8 Network for free. For example, if Intrado becomes the primary provider to a PSAP  
9 and maintains the ALI database, Intrado is not the entity that inputs or creates the  
10 records to that database. ILECs bear the cost of creating those records as well as  
11 maintaining their accuracy. The ALI records are used by PSAPs during an emergency  
12 call and the question is whether or not the PSAP should pay for such records along  
13 with any other integral and necessary services that are actually provided by the ILECs.  
14 I submit that they should. The monies that the PSAPs use to pay for the services they  
15 receive are derived from the ILEC's end users, and there is no reason those same  
16 funds should not be used to pay Embarq's tariffed charges for the services Embarq  
17 provides. The Florida Commission upheld Embarq's position when it denied Intrado's  
18 request for a declaratory statement prohibiting ILECs from imposing those charges in  
19 Docket No. 080089.  
20

21 **Q. Throughout Ms. Spence-Lenss' introduction she refers to the next generation 911**  
22 **technologies that use innovative technologies, text services, and video and**

1           **photographs. (Spence-Lenss Direct, page 7 at line 6). Do you have any**  
2           **comments about such testimony?**

3    **A.**    The state of Florida has had the foresight to implement a funding mechanism for the  
4           transition to next generation 911 networks, which should eliminate one of the hurdles  
5           to deployment of NG-911. However, as I pointed out in my Direct Testimony  
6           beginning on page 23, the standards for the next generation 911 network have not been  
7           fully established and tested and cannot be deployed for some time. NENA has  
8           published a policy statement that is publically available on its website stating that  
9           *“simply advancing beyond today's capabilities should not be equated with providing a*  
10          *full NG9-1-1 system. Such efforts may better be characterized as “pre-NG9-1-1.”*  
11          The policy statement is attached as Exhibit JMM-13. Furthermore, the provision of  
12          such multimedia capabilities and use of IP technologies certainly refute any claim that  
13          the next generation 911 network is telephone exchange or exchange access service  
14          (see Maples Direct, page 29 at line 17).

15

16    **Q.    Is there any evidence that Florida consumers have not been receiving adequate**  
17           **access to 9-1-1 calling, as they deserve, or that they will not be receiving adequate**  
18           **service in the future? (Spence-Lenss Direct, page 10 at line 6).**

19    **A.**    No. Ms. Spence-Lenss' statement can be read to imply that Florida consumers will  
20           only receive adequate 911 service if Intrado is the supplier. This is a slam against the  
21           excellent service that Embarq and others have been providing to consumers in Florida  
22           for 9-1-1 calling for over 25 years. It is also inaccurate to imply that Embarq will  
23           continue to cling to its legacy systems and refuse to implement next generation

1 capabilities in a timely fashion. While technology does change rapidly, I'm not sure  
2 that I would use the phrase "warp-speed" to characterize the development of the next  
3 generation 9-1-1 standards, let alone its testing, and deployment.

4  
5 **Q. Does Embarq have a commercial agreement with Intrado, Inc.? (Spence-Lenss**  
6 **Direct, page 11 at line 11).**

7 **A.** Yes. A copy of the commercial agreement between Embarq and Intrado, Inc. was  
8 included with my Direct Testimony as Exhibit JMM-7.

9  
10 **Q. What does this commercial agreement cover?**

11 **A.** The commercial agreement was developed so that **VoIP providers** can make 9-1-1  
12 calling available to their end users. The agreement allows VoIP providers to do this  
13 through a wholesale arrangement with Intrado, Inc. The agreement establishes the  
14 terms and conditions for establishing connectivity with Embarq's selective routers as  
15 well as how Embarq will provide access to the E911 databases that it maintains.  
16 Trunking and ALI steering arrangements for such VoIP 9-1-1 providers have been  
17 established under the commercial agreement, which also includes pricing and other  
18 business rules. Furthermore, Embarq and Intrado, Inc. have also established an ALI  
19 steering arrangement for **CMRS providers**, even though the agreement does not  
20 explicitly set forth provisions for wireless ALI steering. This fact shows that Embarq  
21 has treated Intrado, Inc. equitably, just as it is seeking in this proceeding with respect  
22 to Intrado Comm.

23

1 **Q. Are the services that Intrado Comm. is seeking from Embarq in this proceeding**  
2 **different from the services that Embarq provides to Intrado Inc? (Spence-Lenss**  
3 **Direct, page 11 at line 12).**

4 **A.** Intrado Comm. (as distinguished from its affiliate, Intrado, Inc.) is seeking access to  
5 Embarq's selective router and 911/E911 databases. Intrado Comm. is seeking ALI  
6 steering arrangements with Embarq. These services are currently being provided by  
7 Embarq to Intrado Inc. via the commercial agreement. Intrado Comm. is seeking  
8 additional services from Embarq that are not included in the Intrado Inc. commercial  
9 agreement; however, I do not agree that the services under both agreements are  
10 materially different.

11  
12 **Q. Do you agree that Embarq is providing telephone exchange service to Intrado**  
13 **Inc. under the terms of this agreement? (Spence-Lenss Direct, page 11 at line 14).**

14 **A.** Absolutely not. The 9-1-1 calls are originated as VoIP calls which are terminated on  
15 Embarq's Wireline E911 Network, and do not touch the PSTN. Even if the Wireline  
16 E911 Network were considered part of the PSTN, which it is not, the calls would be  
17 classified as interconnected VoIP calls and the FCC has not classified interconnected  
18 VoIP as either a telecommunications service or an information service.

19

20

21 **Issue No. 1:**

22 **(a) What service(s) does Intrado currently provide or intend to provide in**

23 **Florida?**

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

3           **(c) Of the services identified in (a), for which, if any, should rates appear in the**  
4                           **ICA?**

5           **(d) For those services identified in 1(c), what are the appropriate rates?**  
6

7   **Q. Does the fact that Embarq makes a reference to telephone exchange**  
8           **communication service in the 911 section of its tariff mandate that same**  
9           **regulatory classification of the services that Intrado proposes to provide?**  
10           **(Spence-Lenss Direct, page 11 at line 23).**

11   **A.** No. Embarq's General Exchange Tariff for Enhanced Universal Emergency Number  
12           Service does refer, in a single sentence, to E911 as a "telephone exchange  
13           communication service" (Section A10, A.1.a.). I am not sure what the intent of this  
14           classification is in the context of a state tariff filing, however, it does not apply to a  
15           proceeding to establish interconnection rights and obligations under section 251(c) of  
16           the federal Telecom Act. Further, the tariff does not address NG-911. Ms. Spence-  
17           Lenss does not claim that the services that Intrado will be providing are the same as  
18           those provided by Embarq, only that they are "similar".

19  
20   **Q. Intrado witness Hicks' criticizes the capabilities and configuration of Embarq's**  
21           **E911 network in Florida on page 5 at line 17 of his network. Do you agree with**  
22           **his assessment?**

1 A. Mr. Hicks' states that the services that Embarq provides are limited, and while not  
2 directly stating it, he certainly implies that Embarq's network does not provide  
3 adequate service during disaster recovery situations caused by major catastrophes.  
4 Mr. Hicks' use of the term "full interoperability" is misleading. PSAPs that are  
5 connected to Embarq's selective routers already have the ability to transfer calls to  
6 other PSAPs that they choose to connect to and who agree to accept and handle 9-1-1  
7 calls from the other PSAPs. Mr. Hicks' description also does not take into  
8 consideration enhancements to Embarq's network that Embarq is deploying later this  
9 year. Embarq is moving forward and improving the excellent service that it provides  
10 in Florida. Embarq has provided 911/E911 service in Florida since 1981. Embarq has  
11 provided E911 service in Florida during many hurricane seasons since that time,  
12 which are certainly classified as major catastrophes. Embarq has never failed to  
13 provide exemplary E911 service during these major events.

14  
15 **Q. Does Mr. Hick's Exhibit TH-1 support Intrado's claim that it is entitled to**  
16 **section 251 (c) interconnection and access to unbundled network elements?**

17 A. No. Mr. Hicks' description of Intrado's "competitive next generation network" and the  
18 diagram that he provides at Exhibit THL-1 only support the fact that Intrado's IP  
19 network does not qualify for interconnection and access to unbundled network  
20 elements under section 251(c) of the Act.

21  
22 **Q. Is Mr. Hicks' reference to the history of 911 services on page 6 at line 7 of his**  
23 **testimony relevant in this proceeding?**

1 A. It is not relevant nor is it accurate, in that he groups 911 services with local exchange  
2 services, which are not provided by Intrado, as I testified to in my Direct Testimony  
3 (page 14 at line 9). Furthermore, describing ILECs as monopolists is certainly behind  
4 the times and is not an accurate characterization of today's markets, particularly  
5 coming from a company such as Intrado that Ms. Spence-Lenss' portrays as having a  
6 dominant position in the 911 industry.

7

8 Q. **Please explain?**

9 A. The Telecommunications Act of 1996, which the industry has been operating under  
10 for 12 years, opened the local exchange market to competitive carriers. The number  
11 of access lines lost monthly to competition by ILECs, including Embarq, is no secret  
12 and indicative of that competition. Cable companies are aggressively competing  
13 against ILECs using the infrastructure that such cable companies have built out and  
14 invested in. Wireless carriers have built out vast networks and have surpassed  
15 wireline carriers in the number of telephones that are provided. Voice over Internet  
16 Protocol ("VoIP") providers are competing "over the top" of various broadband  
17 provider's networks. Developers are reaching arrangements with other communication  
18 providers for providing a suite of services including voice, video, and Internet. Some  
19 municipalities are also building out and providing communication services. PSAPs in  
20 Florida are maintaining their own ALI databases. Before the 1996 Act, Interexchange  
21 Carriers ("IXCs") and Competitive Access Providers ("CAPs") built out metropolitan  
22 networks. The local telecommunications market place clearly is competitive, but as I  
23 pointed out in my Direct Testimony (page 4 at line 4) whichever entity provides the

1 Wireline E911 Network to a PSAP has a monopoly, which is to say, the entity  
2 designated by the PSAP as the Wireline E911 Network provider has an arrangement  
3 whereby all other entities needing access to that PSAP must seek access to that PSAP  
4 through the entity that has the relationship with that PSAP. Said another way, the  
5 entity providing the Wireline E911 Network is the door into the PSAP through which  
6 all other entities needing access to that PSAP must enter.

7

8 **Q. Do you agree with Mr. Hicks' that the three functions of the 911 network he**  
9 **describes in his Direct Testimony on pages 6 and 7 are "inexplicably**  
10 **intertwined"?** (Hicks' Direct, page 7 at line 10).

11 **A.** No. Mr. Hicks' explains three of the functions or components of the Wireline E911  
12 Network (selective routing, database, transport), although he does not mention the  
13 CPE ("Customer Provide Equipment") used by the PSAP to answer the 9-1-1 call.  
14 My Direct testimony fully addresses these components in Exhibits JMM-1 through  
15 JMM-6. The components of the Wireline E911 Network are used together to provide  
16 an Emergency Service to individuals dialing 9-1-1. A single entity does not have to  
17 provide all of the components to the PSAP, which would not be possible if they were  
18 inextricably intertwined, as Mr. Hicks apparently intended to suggest when he used  
19 the term "inexplicable." His own Direct Testimony directly contradicts this position  
20 where on page 9 at line 5 Mr. Hicks states that it "...is possible to have the ALI  
21 provider be an entirely different entity from that of the selective router provider."

22

1 **Q. Has Embarq attempted to segment any of the functions of its Wireline E911**  
2 **Network to operate independently from each other as suggested by Mr. Hicks?**  
3 **(Hicks' Direct, page 7 at line 11).**

4 **A.** No, not at all. Exhibits JMM-1 through JMM-6 of my Direct Testimony do not  
5 "segment" the functions of Embarq's Wireline E911 Network as if they were operated  
6 as independent systems. My arguments were intended to support the classification of  
7 9-1-1 calls as a specialized form of communication, which is actually based on the  
8 concept of not-segmenting the service, which is the same way that the FCC has used  
9 the concept of being inextricably intertwined in the past. The references in my Direct  
10 Testimony to the multimedia capabilities of the NG-911 network, as well as Intrado's  
11 description of its IP network, support a unique classification of emergency service or  
12 perhaps classification as an information service, rather than as a telecommunications  
13 service.

14  
15 **Q. Do you have any comments regarding Mr. Hicks' proposals on pages 9 and 10 of**  
16 **his Direct Testimony regarding alternate arrangements for providing ALI**  
17 **database services?**

18 **A.** My first comment is that these various scenarios are not identified anywhere in the  
19 issues list, and whether or not Embarq should implement any of them is not before this  
20 Commission. They are simply scenarios posited by Mr. Hicks as being possible.  
21 Secondly, these scenarios describe the products and services that Embarq sells to  
22 PSAPs via its General Exchange Tariff, which also is not at issue in this docket since  
23 the relationship defined in the tariff is between Embarq and the PSAP, not Intrado.

1 Furthermore, Embarq is not obligated to hire Intrado for any services that Embarq may  
2 provide to PSAPs.

3

4 **Q. Do you agree with Mr. Hicks' characterization that the ILEC bundled service**  
5 **offerings to PSAPs are unreasonably costly? (Hicks' Direct, page 10 at line 18).**

6 **A.** No, I do not. This is an inflammatory comment made by Mr. Hicks without any  
7 supporting documentation. Intrado presents itself as the "low-cost" provider without  
8 offering any supporting evidence. Intrado itself seeks to offer bundled services to  
9 PSAPs. The comments should be discounted as hyperbole. Furthermore the  
10 testimony ignores the fact that Embarq *does* offer its services on an unbundled basis,  
11 which is evident from Embarq's tariff. It also disregards the fact that ALI records are  
12 created and loaded into the ALI database by the entities providing 9-1-1 calling to  
13 their end users, not a standalone database provider.

14

15 **Q. Must last mile facilities for Wireline E911 Networks be secured from ILECs?**  
16 **(Hicks' Direct, page 11 at line 6).**

17 **A.** No. Mr. Hicks' comment is again based on an inaccurate view of today's  
18 environment. It is possible that facilities to PSAPs can be secured from other  
19 companies that have built out networks, such as facilities-based CLECs, CATV  
20 providers, CAPs and IXCs. For example, IXCs have been buying services from other  
21 vendors for years. As further proof that such possibilities exist, Embarq has several  
22 wire centers in Florida that have crossed the FCC defined thresholds for eliminating  
23 access to various unbundled network elements, which has not been contested. In such

1 wire centers, the network elements would only be available as special access facilities.  
2 As an alternative, Intrado would have the option of building its own network, as a  
3 facilities-based CLEC, to provide services to PSAPs, which would be consistent with  
4 the stated goals of the Act to promote facilities-based competition. And finally, as  
5 pointed out in my Direct Testimony (page 38 at line 1), the facilities that Intrado will  
6 require to provide its "state-of-art" IP technologies (Hicks' Direct, page 11 at line 12)  
7 are simply not available as unbundled network elements.

8  
9  
10 **Issue 1(b) Of the services identified in [Issue 1](a), for which, if any, is Embarq required**  
11 **to offer interconnection under Section 251(c) of the Telecommunications Act of 1996?**

12  
13 **Q. Ms. Spence-Lenss describes the services that Intrado offers as taking 9-1-1 calls**  
14 **from its end users and routing them to the appropriate PSAP (Spence-Lenss**  
15 **Direct, page 12 at line 15). Is this your understanding of the products and**  
16 **services that Intrado offers?**

17 **A.** No. Given the fact that Intrado does not offer "dial-tone" to any end users, it will not  
18 be originating any 9-1-1 calls. Viewing PSAPs as end users also does not support the  
19 suggestion that Intrado somehow originates 9-1-1 calls. Furthermore, as I explain in  
20 my Direct Testimony with respect to Issue 11, Intrado's carrier customers or voice  
21 providers such as Vonage are not end users.

1 **Q. Do you agree with the testimony of Ms. Spence-Lenss which states that Intrado**  
2 **will route 9-1-1 calls without changing the form or content of the information?**  
3 **(Spence-Lenss Direct, page 12 at line 16).**

4 **A.** This is certainly not the case where TDM calls must undergo a protocol conversion to  
5 connect to an IP network, as described by Intrado witness Hicks (Hicks' Direct, page  
6 12 at line 9).

7  
8 **Q. Do telephone exchange services include non-traditional forms of communication,**  
9 **including IP? (Spence-Lenss Direct, page 13 at line 1).**

10 **A.** The FCC has consistently refused to determine the regulatory classification of  
11 interconnected VoIP services as either telecommunication services or information  
12 services. They therefore cannot be classified as telephone exchange services.

13  
14 **Q. Ms. Spence-Lenss attempts to make the case that the regulatory classification of**  
15 **database services as either information or telecommunications varies depending**  
16 **upon whether the service is offered on a standalone basis or bundled with other**  
17 **services and the entity to which the service is being sold (Spence-Lenss Direct,**  
18 **page 13 at line 10). Do you agree?**

19 **A.** The FCC stated in the UNE Remand proceeding that call related databases, which  
20 include 911 and E911 databases, are used in the provision of a telecommunications  
21 service, and the FCC did initially call them telecommunications services in that  
22 proceeding (CC Docket No. 96-98, Third Report and Order, Released November 5,  
23 1999, ¶406). However, the FCC's order in the UNE Remand case was rejected by the

1 courts, and was followed by the Triennial Review Order, which did *not* make the same  
2 assertion (CC Docket No. 01-338, CC Docket No. 96-98, CC Docket No. 98-147,  
3 Report and Order and Order on Remand, Released August 23, 2003). Furthermore,  
4 any claim that database services are telecommunication services is in direct  
5 contradiction with the FCC's determination in the USF Order referenced in my Direct  
6 Testimony (page 27 at line 22) stating that the database aspects of Emergency Services  
7 were information services. Database services clearly involve the storage and retrieval  
8 of information for the purpose of providing Emergency Services. These information  
9 services are used in conjunction with telecommunications services (i.e., the 9-1-1 call)  
10 in order to provide the Emergency Services. Even if it makes regulatory sense to  
11 require access to the databases, that does not make them telecommunication services.  
12 These database services cannot be both an information service and a  
13 telecommunications service since the two services are mutually exclusive (WC Docket  
14 No. 05-271, Report and Order, FCC 05-150, Released September 23, 2005, footnote  
15 32). Furthermore, you cannot bifurcate the classification of the service depending  
16 upon which entity is buying the service. Intrado cannot have it both ways.

17

18 **Q. What do you mean by your statement that you cannot bifurcate the service**  
19 **depending upon the entity buying the service?**

20 **A.** As stated above, the FCC requires ILECs to offer unbundled access to 911 and E911  
21 databases to requesting carriers. That service is offered not to PSAPs, but to other  
22 carriers. In other words, the requirement for ILECs to provide unbundled access to  
23 911 and E911 databases is carrier facing, that is, it is offering other companies the

1        ability to put their end user customer records into the 911 and E911 databases. It is in  
2        this context that the FCC declared 911 and E911 database access to be a  
3        telecommunications service. Intrado's affiliate provides similar database services to  
4        other carriers and it is my understanding that the Intrado affiliate declares those  
5        services to be non-regulated information services. In both cases, irrespective of  
6        whether the database is owned by an ILEC or by an Intrado affiliate, the databases are  
7        ultimately connected to PSAPs and are used to provide emergency services in  
8        response to 9-1-1 calls. The classification of the database service does not vary  
9        depending upon the entity providing it. If it is a telecommunications service when  
10       Embarq provides it, it is likewise a telecommunications service when Intrado, Inc. or  
11       Intrado Comm. Inc., provides it.

12  
13       **Q.    So, is Intrado claiming that it is a telecommunications provider with respect to its**  
14       **own database services?**

15       **A.**    It is interesting to note that while Intrado is arguing strenuously that it is a  
16       telecommunications provider, the data that it has on file with the FCC does not make  
17       that claim. Carriers that provide telecommunications services to end users must report  
18       those revenues to the FCC via Form 499-A. Each company completes a worksheet  
19       declaring the type of service that it provides. The worksheet filed for Intrado states  
20       that the company still exists, but that it no longer provides telecommunications  
21       services. A copy of the worksheet is attached as Exhibit JMM-14.

22

1 **Q. Is it possible that Intrado provides intrastate telecommunications services, but**  
2 **not interstate telecommunications services?**

3 **A.** That could be their interpretation, I really don't know; however, all providers of  
4 interconnected VoIP services are supposed to report end user revenues and classify  
5 64.9% of them as interstate, unless the company has a traffic study that proves  
6 otherwise (WC Docket No. 04-36, Report and Order, Released Jun 27, 2006, ¶53).

7  
8 **Q. What does the FCC use this information for?**

9 **A.** It uses it to determine interstate Universal Service payments.  
10

11 **Q. You discussed the requirement for ILECs to provide other carriers with access to**  
12 **911 and E911 databases. Are there other types of entities (other than carriers)**  
13 **that would purchase access to 911 and E911 databases?**

14 **A.** The other type of entity that would purchase access to 911 and E911 databases is the  
15 PSAP. Thus, the ALI database is carrier facing when voice providers input their end  
16 user information into the ALI database, and that information is in turn used by the  
17 PSAP to provide Emergency Services, for which purposes the ALI database can be  
18 said to be PSAP facing. Both aspects involve interaction with a computer database.  
19

20 **Q. Do you agree with Ms. Spence-Lenss that the intent of the Act was to promote**  
21 **competition in the local exchange market? (Spence-Lenss Direct, page 14 at line**  
22 **16).**

1 A. Yes, I agree. I also agree with the statement in Intrado's Florida price list that says  
2 they do not provide local exchange service (Maples Direct, page 14 at line 9)

3

4 **Q. Has the Utilities Commission of Ohio determined that each of the particular**  
5 **interconnection arrangements proposed by Intrado is subject to section 251(c) of**  
6 **the Act? (Spence-Lenss Direct, page 14 at line 20).**

7 A. No. The Ohio commission has only made a general comment with respect to 251(c),  
8 but has not articulated how it applies to each of the scenarios that I have presented in  
9 Exhibits JMM-1 through JMM-6. Those same issues are before the Ohio commission  
10 in a separate arbitration proceeding essentially identical to this one. Embarq has not  
11 refused to offer Intrado 251(c) interconnection for those scenarios to which it applies,  
12 nor has Embarq refused to offer Intrado interconnection under a 251(a) commercial  
13 agreement for situations where it applies.

14

15 **Q. Is there any service that Intrado offers in its tariff that you would classify as**  
16 **exchange access? (Spence-Lenss Direct, page 14 at line 22).**

17 A. No. Exchange access services are wholesale services that are generally sold to  
18 Interexchange carriers ("IXCs") for the origination and termination of telephone toll  
19 service (Maples Direct, page 27 at line 1). In contrast, the services offered by Intrado  
20 in its Florida price list are for providing services to PSAPs and certainly not for  
21 telephone toll service.

22

1 **Q. Are the California and Illinois decisions referenced by Ms. Spence-Lenss relevant**  
2 **in this proceeding? (Spence-Lenss Direct, page 15 at line 1).**

3 **A.** No. In reviewing these decisions, it is clear that the issues in this proceeding are  
4 different. In this proceeding Embarq has outlined several different scenarios involving  
5 Intrado's services, and Embarq has raised questions concerning the appropriate  
6 regulatory framework that is applicable to each particular scenario and concerning the  
7 nature of the NG-911 network itself. This Commission is under no obligation to reach  
8 the same conclusions as other Commissions, especially where the issues and evidence  
9 presented are different.

10

11 **Q. Why does the regulatory classification matter?**

12 **A.** The regulatory classification of different aspects of emergency service is extremely  
13 important to the issue of how the existing emergency service infrastructure will evolve  
14 to the NG-911 platform. It is a massive and likely expensive task that will require  
15 much coordination in addition to legislation to address how it will be funded. This  
16 effort cannot effectively be accomplished through a series of isolated arbitrations and  
17 legal disputes between carriers, such as this proceeding, where one carrier is  
18 attempting to implement a business plan that depends on imposing unreasonable  
19 obligations upon ILECs such as Embarq that go far beyond the Telecommunication  
20 Act.

21

22 **Q. Is it your understanding that section 251(c) of the Act requires ILECs to provide**  
23 **interconnection to 911 facilities? (Spence-Lenss Direct, page 15 at line 4).**

1 A. No. The FCC has ordered ILECs to provide unbundled access to the 911/E911  
2 databases where the ILEC provides those services to the PSAP, but I am unaware of  
3 any FCC order pertaining to section 251(c) that specifically requires interconnection to  
4 the selective router portion of the Wireline E911 Network. To the contrary, the FCC  
5 declared that interconnection for VoIP 9-1-1 calls is subject to section 251(a) not  
6 251(c) of the Act (Maples Direct, page 29 at line 14).

7  
8 **Q. Do you agree with Ms. Spence-Lenss and Mr. Hicks' that Intrado provides local**  
9 **exchange services? (Spence-Lenss Direct, page 12 at line 11 and Hicks' Direct,**  
10 **page 11 at line 19).**

11 A. No. As I pointed out earlier in this rebuttal testimony, and in my Direct Testimony  
12 (page 14 at line 9), Intrado's own price list that is on file in Florida acknowledges that  
13 Intrado does not provide this service. It is also an indicator that it is natural for people  
14 to use the terms local exchange services and telephone exchange services  
15 interchangeably.

16  
17 **Q. Must Intrado interconnect its network to Embarq in order to provide services to**  
18 **PSAPs and its wholesale end users? (Hicks' Direct, page 11 at line 21).**

19 A. No. It is possible for Intrado to build or to secure facilities from other providers in  
20 order to reach the PSAPs. Furthermore, the concept that Intrado must interconnect  
21 with Embarq mischaracterizes the situation if Intrado becomes the provider of services  
22 to a PSAP (see Exhibits JMM-5 and JMM-6). As I described the scenario in my  
23 Direct Testimony (Maples Direct, page 10 at line 8), all entities that are obligated to

1 provide 9-1-1 calling to their end users must interconnect with the entity that has been  
2 designated by the PSAP to provide the components of the Wireline E911 Network.  
3 Should Intrado be designated by the PSAP as the Wireline E911 Network provider,  
4 Embarq, like all other voice providers, must seek interconnection with Intrado for  
5 purposes of providing end users with 9-1-1 calling capability. If Intrado believes that  
6 it must interconnect with Embarq in order for Intrado to act as a Wireline E911  
7 Network provider to PSAPs, then Intrado's business plan must not contemplate  
8 building out its own network or contemplate seeking facilities from other providers.  
9

10 **Q. But doesn't Intrado need interconnection in order for "Embarq's end user to**  
11 **reach Intrado Comm.'s end users", as suggested by Mr. Hicks? (Hicks' Direct,**  
12 **page 12 at line 1).**

13 **A.** If Intrado were a CLEC providing local exchange services that required its end users  
14 to call Embarq's end users that would be an accurate statement. But in the context of  
15 Intrado providing service to one end user (the PSAP), that is not the case. Intrado  
16 does not serve Embarq's end users, Embarq does. Intrado does not have the obligation  
17 to provide 9-1-1 calling to Embarq's end users, Embarq does. If Intrado provides the  
18 Wireline E911 Network to a PSAP, then it is Embarq that needs to obtain  
19 interconnection with Intrado, not vice versa.  
20

21 **Q. Is the protocol conversion (TDM to IP) described by Mr. Hicks a**  
22 **telecommunications service? (Hicks' Direct, page 12 at line 9).**

1    **A.**    No. Protocol conversions of this type have been used to define services as information  
2            services if there is a net protocol change. At a minimum, when a TDM 9-1-1 call is  
3            converted to IP and delivered to a PSAP over IP facilities, the service provided to the  
4            PSAP could be classified as Interconnected VoIP.

5  
6    **Q.**    **Does Embarq have uneven bargaining power in negotiations with Intrado?**  
7            **(Hicks' Direct, page 12 at line 16).**

8    **A.**    No. Embarq has already agreed to establish section 251(c) agreements for the  
9            scenarios depicted in Exhibits JMM-1, JMM-2, and JMM-3, and any disagreements  
10           over those arrangements are subject to arbitration, which is designed to give both  
11           parties equal bargaining power. Separately, when Embarq and Intrado are establishing  
12           a peering arrangement (see Exhibit JMM-4) or when Intrado provides the components  
13           of the Wireline E911 Network (see Exhibits JMM-5 and JMM-6) Embarq certainly  
14           does not have uneven bargaining power. On the contrary, as I have described above  
15           and in my Direct Testimony (Page 34 at line 16), Intrado has uneven bargaining power  
16           when it has been designated by a PSAP as the Wireline E911 Network provider, since  
17           under those circumstances Embarq must request interconnection with Intrado for  
18           providing 9-1-1 calling for Embarq's end users. There is also no disparity in  
19           bargaining power when the parties negotiate a peering arrangement, since under such  
20           circumstances the parties are equals, providing services to their separate, respective  
21           PSAP customers.

22

1 **Q. Is Embarq seeking to stall Intrado's entry into the Florida market?**  
2 **(Hicks' Direct, page 12 at line 20).**

3 **A.** Absolutely not. Embarq has been negotiating interconnection agreements with CLECs  
4 since 1996. In addition, there are other non-ILEC entities provide 911 service in the  
5 state of Florida that have done so without taking the same route as Intrado.

6  
7  
8 **Issue 1(c) Of the services identified in [Issue 1](a), for which, if any, should rates**  
9 **appear in the ICA?**

10 **Issue 1(d) For those services identified in [Issue]1(c), what are the appropriate rates?**

11

12 **Q. Has Embarq provided rates to Intrado that have been developed pursuant to the**  
13 **"251/252 process"? (Spence-Lenss Direct, page 15 at line 12 and Hicks' Direct,**  
14 **page 13 at line 7).**

15 **A.** Yes, the price list was included in my Direct Testimony as Exhibit JMM-12, and I  
16 described it in my Direct Testimony (page 40 at line 10). In reviewing the Exhibit I  
17 submitted with my Direct Testimony, I realized that it is missing several pages. I am  
18 including a Revised Exhibit JMM-12 with my Rebuttal Testimony and will withdraw  
19 the original exhibit at the hearing.

20

21 **Q. Would Embarq's proposed language allow it "to arbitrarily develop rates and**  
22 **post those rates on its website" as suggested by Mr. Hicks? (Hicks' Direct, page**  
23 **13 at line 14).**

1     **A.**     It is unclear what language that Mr. Hicks' is referring to since he is not specific in his  
2             testimony. Services that Embarq provides per its tariffs are not arbitrary and any such  
3             characterization is totally inaccurate. Embarq files tariffed rates with regulatory  
4             agencies pursuant to regulations, and the rates are certainly not based on random  
5             choice or personal whim (the definition of arbitrary). Those tariffs are likely to be  
6             available on Embarq's website, but that fact does not make them arbitrary. By  
7             comparison, the price list for *Intrado's* services that it has on file with this  
8             Commission and included with Ms. Spence-Lenss' Direct Testimony (Exhibit CSL-4)  
9             does not provide any prices at all, but simply displays "ICB".

10

11    **Q.**     **Is a reference to tariff rates in an interconnection agreement unusual? (Hicks'**  
12             **Direct, page 13 at line 15).**

13    **A.**     Not at all. There are many services that Embarq provides to CLECs that are not  
14             subject to the pricing regulations included in sections 251 and 252 of the Act. For  
15             example, unbundled transport is not available on every route in Florida, as I have  
16             stated previously. Similarly, Embarq is not obligated to provide packet switching,  
17             fiber loops, Ethernet, IP, entrance facilities, and a host of other services at TELRIC  
18             ("Total Element Long Run Incremental Cost"). If Intrado had specific questions about  
19             certain arrangements involving these types of facilities and services they could have  
20             asked for specifics during negotiations. Embarq is under no obligation to include the  
21             prices of these services in a price list attached to a section 251(c) interconnection  
22             agreement.

23

1   **Q.    Do you agree that any rate that Embarq charges Intrado should be developed**  
2       **pursuant to 251/252? (Hicks' Direct, page 13 at line 17).**

3   **A.    Absolutely not. As I pointed out immediately above, there are a host of services that**  
4       **Embarq does not have to provide at TELRIC. In addition, Mr. Hicks' testimony is**  
5       **vague, not listing the specific services that Intrado has issues with, and therefore could**  
6       **be interpreted to mean that Intrado believes that Embarq has an obligation to provide**  
7       **any service that Intrado seeks at TELRIC.**

8

9   **Q.    Should the terms and conditions governing the application of rates and charges**  
10       **be reciprocal? (Hicks' Direct, page 13 at line 19).**

11   **A.    The parties should be able to charge each other for the services provided. Mr. Hicks**  
12       **qualifies his answer with the phrase "to the extent applicable" which introduces an**  
13       **element of ambiguity that makes anything that follows inexact. Despite the**  
14       **representation by Intrado witness Ms. Spence-Lenss (Spence-Lenss Direct, page 15 at**  
15       **line 22), Intrado has yet to provide to Embarq any list of prices or terms and**  
16       **conditions that Intrado would apply for services that it expects Embarq to buy from**  
17       **Intrado for Florida (Maples Direct, page 42 at line 13). While Intrado has been**  
18       **attacking Embarq's proposals for lacking specificity, which is untrue, Intrado has**  
19       **failed to provide even an iota of information.**

20

21

22   **Issue Number 2:**

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

4           **(b) What trunking and traffic routing arrangements should be used for the**  
5           **exchange of traffic when Embarq is the designated 911/E911 Service**  
6           **Provider?**

7  
8   **Q.    Does Mr. Hicks' Exhibit TH-5 illustrate the network that he describes on page 14**  
9           **of his Direct Testimony?**

10   **A.    Exhibit TH-5 is the same as TH-6 and does not appear to illustrate the network that he**  
11           **describes on page 14 of his Direct Testimony.**

12  
13   **Q.    The network that Mr. Hicks describes on page 14 of his Direct Testimony**  
14           **includes diverse, redundant routes and multiple POIs. Are you aware of any**  
15           **regulation coming out of section 251(c) that would require such configurations?**

16   **A.    No, I am not aware of any regulation pursuant to either section 251(a) or section**  
17           **251(c) that would require such configurations to be implemented, although Wireline**  
18           **E911 Network providers could certainly negotiate such connections on their own.**  
19           **It should be noted that interconnection pursuant to section 251(c) is on the ILEC's**  
20           **network, not the requesting carrier's network. Diverse or redundant routing is also not**  
21           **required and might require the construction of facilities. The carrier arranging access**  
22           **to the Wireline E911 Network determines the quality of service that it provides to its**  
23           **end users for 9-1-1 calling, not the provider of the Wireline E911 Network.**

1

2 **Q. Does Embarq require all carriers to interconnect to its selective routers through**  
3 **direct end office trunks? (Hicks' Direct, page 15 at line 3).**

4 **A.** The standard language of Embarq's interconnection agreement states that separate  
5 trunks will be established connecting the CLEC end office to each 911/E911 tandem.  
6 The terms do not specify that direct end office trunks must be used. The terms do not  
7 dictate to the CLECs how they engineer their network to determine which trunks to  
8 put their end user 9-1-1 calls on. The terms also do not require separate end office  
9 trunks for each PSAP serving the CLEC's end users. The terms offered by Embarq do  
10 not prevent CLECs from employing a selective router to determine which 911/E911  
11 tandem the call should be routed to, and Embarq is not opposed to them doing so. No  
12 company, not even Intrado, has specifically raised that issue with Embarq. CLECs  
13 may not have invested in selective routers and implemented the processes and systems  
14 needed to operate them efficiently, but Embarq does not know what they have  
15 deployed within their network unless the CLECs advise Embarq that they have such  
16 facilities. CLECs are likely to have fewer access lines than Embarq, which has a  
17 direct impact on how they engineer their networks and the cost they are willing to  
18 incur (e.g. by investing in selective routers). Had Intrado asked about such an  
19 arrangement during the course of negotiations, Embarq would have agreed to that  
20 form of interconnection, but Intrado did not raise the issue.

21

1 **Q. Are CLECs denied the opportunity to recover the costs of providing 9-1-1 calling**  
2 **to their end users? (Hicks' Direct, page 15 at line 18).**

3 **A.** Absolutely not. All Local exchange carriers, including CLECs can retain 1% of the  
4 amount of fees that it bills its end users for 9-1-1 calling for the administration of  
5 billing, collecting, and remitting the fee (§365.172(8)(3)(d)). The definition of "Local  
6 exchange carrier" in the Florida Statutes (§365.172(3)(o)) includes both ILECs and  
7 CLECs. CLECs are "Voice communications services providers" as defined at  
8 §365.172(3)(cc). The regulations do not prohibit a CLEC from filing a tariff in order  
9 to bill PSAPs for the services that it provides (§365.172(9)), and unlike ILECs,  
10 CLECs have the ability to include these costs in any end user rates that they choose  
11 without seeking approval from the Commission. So, clearly, CLECs have ample  
12 opportunity to recover their costs, contrary to the testimony of Mr. Hicks. If a  
13 business consistently incurs expenses that it fails to recover from providing service, it  
14 will ultimately go out of business if the losses are great enough.

15  
16 **Q. Do ILECs have the same freedom as CLECs with respect to changing their end**  
17 **user rates?**

18 **A.** No, they do not. ILECs' rates for providing basic services, which includes 9-1-1  
19 dialing, are regulated.

20  
21 **Q. Why is this important?**

22 **A.** This is important because ILECs, like Embarq, also incur costs to provide 9-1-1  
23 service, but they don't have as much leeway to recover such costs. In this case,

1 Intrado refuses to address the issue of the cost of providing 9-1-1 calling in any  
2 meaningful manner. In Docket No. 080089-TP, Intrado (albeit unsuccessfully) sought  
3 to deny ILECs the right to charge PSAPs for services provided by such ILECS. In  
4 taking this position, Intrado totally ignores the fact that ILECs are unlike wireless  
5 carriers who get a distribution of the end user fees directly from the E911 fund rather  
6 than from the PSAP. Intrado seeks to establish an un-even playing field that is not  
7 competitively neutral with respect to providing 9-1-1 calling, to the detriment of  
8 ILECs, and which is inconsistent with that aspect of the Florida statute  
9 (§365.172(2)(e)).

10  
11 **Q. Has Embarq refused to provide Intrado with interconnection that is at parity**  
12 **with what Embarq provides itself, an affiliate, or other carriers? (Hicks' Direct,**  
13 **Page 15 at line 19 through Page 16, line 14).**

14 **A.** Absolutely not. Embarq has offered Intrado the same arrangements that Embarq has  
15 with other entities. My Direct Testimony provides a detailed explanation of each type  
16 of arrangement that is at issue in this proceeding and how interconnection is provided  
17 today (parity) (see, Exhibits JMM-1 through JMM-6). Intrado is not seeking a "level  
18 playing field" as it claims (Hicks' Direct, Page 16, at line 3), rather Intrado has  
19 requested special treatment. Furthermore, as I pointed out previously, had Intrado  
20 sought to use inter-selective routing for delivering end user 9-1-1 traffic, Embarq  
21 would have agreed.

22

1 **Q. Do you agree that the use of inter-selective routing is inconsistent with NENA**  
2 **recommendations for default routing principles? (Hicks' Direct, page 17 at**  
3 **line 14).**

4 **A.** The NENA default routing standards do not really lend themselves to such an  
5 interpretation. First, default routing involves 9-1-1 calls that lack selective routing  
6 information, which according to the NENA standards document represents about two  
7 tenths of one percent of 9-1-1 calls. (See NENA Standard for Enhanced 9-1-1 (E9-1-1)  
8 Default routing Assignments and Functions, NENA 03-008, Version 1, January 19,  
9 2008, §3.5). Furthermore, the document goes on to state that class marking may  
10 actually result in more misrouted calls "than would occur for the occasional ANI  
11 failure default call" due to the manual process involved with class marking, which can  
12 also be referred to as line class coding, line attributes, or line level translations. It is  
13 more efficient to use less trunking rather than more trunking. When class marking is  
14 used, the potential point of failure for determining how to route the customer's 9-1-1  
15 call is at the central office, especially if a manual assignment process is used. When  
16 selective routing is used to determine how to route the customer's 9-1-1 call, the  
17 potential point of failure is the selective router, not at the central office. Thus using  
18 selective routing does not introduce any additional points of failure when compared to  
19 class marking.

20

1    **Q.    How would 9-1-1 calls be routed if Embarq uses inter-selective routing rather**  
2           **than class marking?**

3    **A.**    For non-default calls (which represent approximately 99.8% of 9-1-1 calls), ANI  
4           would be routed over the inter-selective routing trunks to Intrado's selective router  
5           which would use that information to route the calls properly. In essence, Embarq  
6           would use its selective router to point the calls to Intrado's selective router rather than  
7           to a PSAP. It's difficult to understand why Intrado would criticize such a  
8           configuration since this is exactly the type of interconnectivity that Intrado is pressing  
9           for in Issue 4 and depicted in Exhibit JMM-4. For default calls, Embarq could route  
10          the calls to one of the PSAPs that it serves, which in turn could forward the call to a  
11          PSAP that Intrado serves, should that be necessary. By comparison, Mr. Hicks is  
12          essentially arguing that PSAPs should have to buy Intrado's bundled service offerings  
13          (Hicks' Direct, Page 10 at line 19).

14

15   **Q.    Could the use of inter-selective routing result in an unreasonable delay in**  
16           **dispatching emergency providers?**

17   **A.**    This type of arrangement is very much like the primary-secondary arrangements  
18           which are used today in providing emergency services with very satisfactory results;  
19           however, if Embarq ever determined that such an arrangement was not providing  
20           Embarq end user customers with satisfactory service, Embarq would implement the  
21           measures necessary to eliminate any problems. Embarq takes its role in providing 9-  
22           1-1 service to its end users and to Emergency Service professionals seriously and  
23           Embarq would not jeopardize that service simply to make life more difficult for

1 another company seeking to compete in the provision of components of the Wireline  
2 E911 Network.

3

4 **Q. Is Embarq's use of selective routers an attempt to unduly charge for services as**  
5 **Intrado implies?**

6 **A.** No. It is possible that Intrado's opposition to Embarq's use of inter-selective router  
7 trunking may actually be intended to prevent Embarq from being compensated by  
8 PSAPs as a secondary provider for the selective routing performed by Embarq.  
9 Compensation, as well as the relationship that providers have with PSAPs, is an issue  
10 in this proceeding. However, Embarq has agreed not to charge PSAPs for selective  
11 routing when it is used solely for the purpose of aggregating 9-1-1 traffic for Embarq  
12 end users, in situations where Embarq is not acting as a secondary provider.

13

14 **Q. Do you agree with the assertion by Mr. Hicks that Embarq's position places**  
15 **Intrado at a disadvantage? (Hicks' Direct, Page 17 at line 20).**

16 **A.** No, and Mr. Hicks does not provide any support for his assertion. In contrast,  
17 Intrado's position does just the opposite, putting Embarq at a disadvantage.

18

19 **Q. How does Intrado's position put Embarq at a disadvantage?**

20 **A.** As I explained in my Direct Testimony (page 45 at line 6), Intrado's proposal to force  
21 Embarq to implement class marking would require Embarq to modify its local service  
22 provisioning processes nationwide and incur the additional costs of re-engineering and  
23 installing new 9-1-1 trunks and transport throughout its network for no legitimate

1 reason. If class marking were a more efficient form of determining how to route 9-1-1  
2 calls, it would be employed universally instead of selective routing. The whole  
3 purpose of selective routing is to provide a more efficient, more accurate form of  
4 routing 9-1-1 calls.

5  
6 Class marking, on the other hand, is a manual process in which each end user's  
7 telephone number is programmed in the serving central office switch to correspond to  
8 a specific 9-1-1 trunk group when the end user dials 9-1-1. The 9-1-1 trunk group is  
9 connected directly to a selective router, which takes the 9-1-1 call and switches it to  
10 the appropriate PSAP. When a single switch supplies dial tone to a large area that is  
11 served by multiple PSAPs, class marking requires separate 9-1-1 trunks for each  
12 PSAP. For example, if Embarq has a host switch that provides local service to  
13 customers in 10 counties with 10 different PSAPs, class marking would require  
14 Embarq to establish 10 different sets of 9-1-1 trunks, one set for each PSAP, as well as  
15 to manually program each end user's line into the switch. By comparison, if Embarq  
16 has combined 9-1-1 trunks which are already established to an Embarq selective  
17 router, and that router is already determining which of the 10 PSAPs to route the 9-1-1  
18 call to, Embarq could provide the same functionality with a single trunk group from its  
19 selective router to Intrado's selective router. There is no support in statutes or  
20 regulations for Intrado's position.

21  
22 **Q. Has Embarq conducted an estimate of what it would cost it to implement class**  
23 **marking?**

1     **A.**     We have not gone through the exercise of a formal cost analysis, but a detailed study  
2             is not required to understand the magnitude, complexity, and scope of the task. The  
3             steps to implement class marking are as follows:

- 4
- 5             • Line class attribute tables would have to be established for each county and  
6             each PSAP served by the Embarq central office. Each table essentially defines  
7             calling plans for segments of customers. For example, a table is established for  
8             customers that want to block certain types of calls.
  - 9             • If a central office currently has 5 such tables and that central office serves 5  
10            counties Embarq would have to engineer and program 25 tables that would  
11            have to be maintained on an ongoing basis.
  - 12            • Separate trunk groups, including transmission facilities, would have to be  
13            engineered and installed.
  - 14            • Each of the 1.7 million lines in Florida would have to be reprogrammed into  
15            the new tables. This would require Embarq to establish some methodology,  
16            which has not previously been developed, to map each line to the new tables  
17            prior to reprogramming. It would take Embarq technicians hundreds of  
18            thousands of hours to reprogram each line separately if it were done manually,  
19            and Embarq does not currently have a mechanized way of accomplishing this  
20            task. Embarq's engineering and translations processes are designed around the  
21            efficient use of selective routers and the standards defining that use.

- 1           • Embarq’s ordering and provisioning systems would have to be redesigned to  
2           include a method for assigning each new line to the appropriate line attribute  
3           table. Modifications of these systems are costly and time consuming.

4  
5           Given these facts, as well as the fact that Intrado is demanding that Embarq deploy  
6           this method of routing in other states, there is no question that it would cost Embarq in  
7           excess of a million dollars to implement this inefficient and potentially error-prone  
8           method of determining how to route 9-1-1 calls. The Embarq engineers that I have  
9           discussed this with have described this as a nightmare scenario. If Embarq went to  
10          this trouble, Embarq could route the calls directly from its switches to the PSAP along  
11          with ANI and bypass Intrado’s selective router. That may be one of the reasons that  
12          Intrado wants to prevent Embarq from using its selective routers on Embarq’s side of  
13          the POI to switch Embarq end user 9-1-1 calls.

14  
15       **Q.    Doesn’t Embarq have to provide Intrado with any technically feasible form of**  
16       **interconnection? (Hicks’ Direct, Page 18 at line 17).**

17       **A.**    The requirement to provide technically feasible forms of interconnection does not  
18       mean any *possible* form of interconnection. It also does not mean that ILECs have to  
19       bear any cost to make it happen. Neither does it mean that Embarq cannot retain  
20       responsibility for the management, control, and performance of its own network  
21       (Local Competition First Report and Order, CC 96-98, ¶203).

22

1 Q. Please explain?

2 A. The FCC justifies its reasoning for ordering ILECs to provide any technically feasible  
3 form of interconnection on the basis that requesting carriers are required to pay ILECs  
4 for the cost of interconnection. The FCC has articulated this concept as follows:

5

6 **Of course, a requesting carrier that wishes a "technically feasible" but**  
7 **expensive interconnection would, pursuant to section 252(d)(1), be**  
8 **required to bear the cost of that interconnection, including a reasonable**  
9 **profit.** (Local Competition First Report and Order, CC96-98, ¶199, Emphasis  
10 added).

11

12 If, as SBC contends, we are to presume that Congress was aware of the  
13 Commission's analysis of the technical feasibility of 900 call blocking, the  
14 1996 Act appears squarely to reject that view of technical feasibility.  
15 Moreover, unlike the costs of providing 900 call blocking, which we imposed  
16 largely on LECs in the *900 Service* order, as noted above, to the extent  
17 incumbent LECs incur costs to provide interconnection or access under  
18 sections 251(c)(2) or 251(c)(3), **incumbent LECs may recover such costs**  
19 **from requesting carriers.** (Local Competition First Report and Order, CC96-  
20 98, ¶200, Emphasis added).

21

22 Section 251(c)(2) lowers barriers to competitive entry for carriers that have not  
23 deployed ubiquitous networks by permitting them to select the points in an

1 incumbent LEC's network at which they wish to deliver traffic. Moreover,  
2 because **competing carriers must usually compensate incumbent LECs for**  
3 **the additional costs incurred by providing interconnection**, competitors  
4 have an incentive to make economically efficient decisions about where to  
5 interconnect. (Local Competition First Report and Order, CC96-98, ¶209,  
6 Emphasis added).

7  
8 We also conclude that, as long as **new entrants compensate incumbent**  
9 **LECs for the economic cost of the higher quality interconnection**,  
10 competition will be promoted. (Local Competition First Report and Order,  
11 CC96-98, ¶225, Emphasis added).

12  
13 Moreover, since **requesting carriers will bear the costs of other methods of**  
14 **interconnection or access**, this approach will not impose an undue burden on  
15 the incumbent LECs. (Local Competition First Report and Order, CC96-98,  
16 ¶552, Emphasis added).

17  
18 The FCC reasoned that competing carriers could minimize their costs of  
19 interconnection by choosing the most efficient points of interconnection on the ILECs  
20 network, not the requesting carrier's network. For example:

21  
22 The interconnection obligation of section 251(c)(2), discussed in this section,  
23 allows competing carriers to choose the most efficient points at which to

1 exchange traffic with incumbent LECs, thereby lowering the competing  
2 carriers' costs of, among other things, transport and termination of traffic.  
3 (Local Competition First Report and Order, CC96-98, ¶172).

4  
5 Section 251(c)(2) imposes upon incumbent LECs "the duty to provide, for the  
6 facilities and equipment of any requesting telecommunications carrier,  
7 interconnection with the local exchange carrier's network . . . for the  
8 transmission and routing of telephone exchange service and exchange access."  
9 Such interconnection must be: (1) provided by the incumbent LEC at "any  
10 technically feasible point within its network;" (Local Competition First  
11 Report and Order, CC96-98, ¶173, Emphasis added).

12  
13 Competing carriers have control over where to locate their network facilities to  
14 minimize self deployment costs, or the costs of using third-party alternatives  
15 for transport from the incumbent LEC's network. . . . Competing carriers  
16 control, in part, how they design and locate their networks, as opposed to  
17 obtaining a connection between two incumbent LEC wire centers. For  
18 instance, a competing carrier can choose to locate its switch very close to an  
19 incumbent LEC wire center to minimize costs associated with deploying fiber  
20 over longer distances. Similarly, a competing carrier can choose to locate its  
21 network equipment, such as its switch, near other competing carriers to share  
22 costs, or near existing competitive fiber providers that have already deployed  
23 competitive transport facilities. . . . **Moreover, we find that our more limited**

1           **definition of transport is consistent with the Act because it encourages**  
2           **competing carriers to incorporate those costs within their control into**  
3           **their network deployment strategies rather than to rely exclusively on the**  
4           **incumbent LEC's network. (See Triennial Review Order, ¶367).**

5  
6  
7    **Issue Number 3:**

8           **What terms and conditions should govern points of interconnection (POIs) when:**

9           **(a) Intrado is the designated 911/E911 service provider?**

10          **(b) Embarq is the designated 911/E911 service provider?**

11          **(c) Intrado requests the use of a mid-span meet point? (see number 8 below)**

12  
13    **Q.    Do the interconnection requirements included in section 251(c) obligate Embarq**  
14           **to establish POIs on Intrado's network? (Hicks' Direct, page 19 at line 15).**

15    **A.    No, the requesting carrier must select a POI within or on the ILECs network.**

16  
17    **Q.    Do the interconnection requirements included in section 251(c) obligate Embarq**  
18           **to establish geographically diverse POIs? (Hicks' Direct, page 19 at line 15).**

19    **A.    No. Geographically diverse routes are at the option and expense of the entity**  
20           **establishing those routes, taking into account the costs to implement this form of**  
21           **interconnection.**

1 **Q. Do you agree that the POI is at Embarq's selective router when Embarq is the**  
2 **provider of the Wireline E911 Network? (Hicks' Direct, page 22 at line 5).**

3 **A.** Yes. As stated in my Direct Testimony (page 48 at line 15), this is the POI for  
4 interconnection with the Wireline E911 Network when Embarq is the provider of the  
5 Wireline E911 Network.  
6

7 **Q. Do you agree that each carrier bears the cost of delivering originating traffic to**  
8 **the POI? (Hicks' Direct, page 22, at line 17).**

9 **A.** Yes, in the context of section 251(c) negotiations. Embarq has even agreed to this  
10 concept with respect to commercial arrangements between Embarq and Intrado  
11 (Maples Direct, page 42 at line 9).  
12  
13

14 **Issue Number 4:**

15 **(a) Should specific terms and conditions be included in the ICA for inter-selective**  
16 **router trunking? If so, what are the appropriate terms and conditions?**  
17

18 **(b) Should specific terms and conditions be included in the ICA to support PSAP-**  
19 **to-PSAP call transfer with automatic location information ("ALI")? If so, what**  
20 **are the appropriate terms and conditions?**  
21

22 **Q. Has Embarq refused to implement inter-selective routing with Intrado?**

1 A. No. As I stated in my Direct Testimony (page 32 at line 16) inter-selective routing  
2 arrangements as depicted in Exhibit JMM-4 are commercial arrangements, which  
3 Embarq is willing to enter into with Intrado.

4  
5 **Q. Has Embarq refused to implement inter-selective routing transfer arrangements**  
6 **in Florida? (Hicks' Direct, page 24 at line 4).**

7 A. As stated in my Direct Testimony (page 34 at line 1), Embarq has implemented inter-  
8 selective routing arrangements with Verizon and AT&T. Embarq also offers transfer  
9 arrangements to PSAPs in its Florida tariff.

10

11 **Q. Do you agree with Mr. Hicks' characterization that inter-selective routing**  
12 **arrangements are between competing providers? (Hicks' Direct, page 25 at**  
13 **line 2).**

14 A. Intrado may view it that way, but it is not an accurate description of situations  
15 involving two separate Wireline E911 Network providers who are serving their  
16 separate respective PSAPs. This perspective by Intrado certainly doesn't promote  
17 cooperation between Wireline E911 Network providers. This is a peering  
18 arrangement in which both parties provide services to different PSAPs, and the parties  
19 are not competing with one another once the PSAPs have designated them as their  
20 respective Wireline E911 Network providers.

21

1 **Q. Is Mr. Hicks correct in stating that it is unnecessary to get the cooperation and**  
2 **approval of PSAPs before implementing inter-selective routing for transferring**  
3 **calls between the two? (Hicks' Direct, Page 25 lines 14 through 22).**

4 **A.** The ability to transfer calls between PSAPs must obviously have the concurrence of  
5 the PSAPs in order to implement and utilize the functionality. PSAPs establish these  
6 arrangements after reaching agreement with each other on what functionality is to be  
7 provided and to ensure that they train their personnel to handle the transferred calls  
8 and are prepared to accept them. Embarq implements those arrangements as requested  
9 by the PSAPs.

10

11 **Q. Should this Commission consider Mr. Hicks' comment relating an FCC inquiry**  
12 **regarding diverse and redundant interconnections as sufficient support for**  
13 **obligating Embarq to engage in such configurations? (Hicks' Direct, Page 26 at**  
14 **line 21).**

15 **A.** Absolutely not. Mr. Hicks does not provide where the FCC has said this nor does  
16 such a statement have any impact on Embarq's obligations with respect to section  
17 251(a) or section 251(c) of the Act.

18

19 **Q. What response do you have to Mr. Hicks' complaint beginning on page 27 at line**  
20 **14 of his Direct Testimony regarding a limitation on inter-tandem switching?**

21 **A.** Embarq is not aware of any terms and conditions that it has proposed with respect to  
22 inter-selective routing that includes a limitation, as referred to by Mr. Hicks, or the

1 requirement for any additional documentation. Mr. Hicks did not take the time to  
2 directly identify terms he refers to.

3

4 **Q. Is there an issue between the parties with respect to network upgrades or dial**  
5 **plans? (Hicks Direct, page 28 at lines 1 and 18).**

6 **A.** Embarq is unaware of any issues with respect to notification of network upgrades or  
7 dial plans.

8

9 **Q. Has Embarq refused to provide Intrado the same functionality that it provides in**  
10 **other inter-selective routing arrangements?**

11 **A.** No. Embarq has agreed to provide Intrado inter-selective routing via a commercial  
12 arrangement, which is at parity with what Embarq provides to other Wireline E911  
13 Network providers in Florida (Maples Direct, page 34 at line 1).

14

15

16 **Issue Number 5:**

17 **Should the interconnection agreement include the terms and conditions under**  
18 **which Embarq orders services from Intrado? If so, what are the appropriate**  
19 **terms and conditions?**

20

21 **Q. Did Intrado's Direct Testimony with respect to this issue provide any support for**  
22 **why these terms should be included in a section 251(c) interconnection**  
23 **agreement?**

1 A. Intrado witness Hicks addressed this issue in his Direct Testimony in one short  
2 paragraph beginning on page 29 at line 18, through page 30 at line 4, simply stating  
3 that the agreement should include such terms based on the rationale that Intrado and  
4 Embarq are “co-carriers”, but his testimony does not include any supporting  
5 arguments why this should be in a section 251(c) agreement. I find it interesting that  
6 Embarq is referred to here as a co-carrier, which seems at odds with Intrado’s  
7 characterization in Issue 4 that peering arrangements are between competitors.

8  
9  
10 **Issue Number 6:**

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

14  
15 **Q. Does Embarq’s obligation to provide access to 911/E911 databases vary**  
16 **depending upon which entity provides the database functionality to the PSAP?**  
17 **(Hicks’ Direct, page 30 at line 16).**

18 **A.** Yes it does. As I discussed in my Direct Testimony (page 38 at line 15), Embarq’s  
19 obligation to provide unbundled access to 911/E911 databases only applies when  
20 Embarq provides the official databases to the PSAP, in which case connecting voice  
21 providers need such access to enable 9-1-1 calling for their end users (see Triennial  
22 Review Order, ¶ 557) That obligation does not exist when some other entity provides  
23 the databases to the PSAP. Mr. Hicks’ single reference to the unbundling obligation at

1 line 16 on page 30 implies that Embarq's unbundling obligation even applies when  
2 Intrado maintains the database for the PSAP. This is not an accurate understanding of  
3 the obligation.

4  
5 **Q. Doesn't Embarq have an obligation to put the ALI records for its end users into**  
6 **the E911 databases maintained by Intrado if Intrado provides these services to**  
7 **the PSAP?**

8 **A.** Embarq must load the records for its end users into the ALI database maintained by  
9 the PSAPs designated database provider in order to comply with Federal regulations  
10 that require Embarq to provide 9-1-1 calling for Embarq's end users. This is not the  
11 same thing as providing unbundled access. Embarq has agreed that it will load its end  
12 user records if Intrado is the database access, but this arrangement would be subject to  
13 a section 251(a) commercial agreement. There are likely millions of voice lines that  
14 are provided in Florida through CLECs, wireless carriers, and VoIP providers that  
15 must also be entered into ALI databases outside of any unbundling obligation. It  
16 simply does not make sense, nor is it necessary for competitive entry, to take a  
17 position that when ILECs provide their end user records into the ALI database of a  
18 separate Wireline E911 Network provider, they must do so pursuant to section  
19 251(c)(3) of the Act, when the millions of lines of the other providers are not subject  
20 to the same requirement. If, as Intrado claims, Embarq must provide its end user  
21 records to Intrado's database on an unbundled basis, Intrado would be obligated to pay  
22 Embarq for those records.

23

1

2 **Issue Number 7:**

3 **Should 911/E911 Service calls be included in the type of traffic to be exchanged**  
4 **by the Parties over local interconnection trunks?**

5

6 **Q. Do you agree with Mr. Hicks that 911 and E911 calls are exchanged between the**  
7 **parties over local interconnection trunks? (Hicks' Direct, page 31 at line 8).**

8 **A.** No. As I discussed in my Direct Testimony (page 14 at line 9), Intrado does not  
9 provide basic local service and 9-1-1 calling is jurisdictionally agnostic (Maples  
10 Direct, page 28 at line 23). Calls from end users dialing 9-1-1 are not switched over  
11 local interconnection trunks but are routed over specialized trunks dedicated to 9-1-1  
12 calling.

13

14

15 **Issue Number 8:**

16 **What are Embarq's obligations to build out transport facilities?**

17

18 **Q. Have the Parties resolved this issue?**

19 **A.** Yes.

20

21

1 **Issue Number 9:**

2 Under §251(c), should Embarq be required to maintain certain company  
3 identifiers and codes to interconnect with Intrado and terminate traffic on  
4 Intrado's network?

5  
6 **Q. Have the Parties resolved this issue?**

7 **A. Yes.**

8

9

10 **Issue Number 11:**

11 How should the term "End User" be defined and where should it be used in the  
12 ICA?

13

14 **Q. Which Intrado witness addressed this issue?**

15 **A. Intrado witness Cynthia Clugy spoke to the issue on page 5 at line 1 of her testimony.**

16

17 **Q. How does she support Intrado's broad definition of "End User"?**

18 **A. She provides no support for Intrado's position, and simply states a summary  
19 conclusion that the definition of "End User" should include all entities purchasing  
20 telecommunications services from Intrado, including governmental entities and  
21 communication providers that are purchasing services at retail.**

22

1    **Q.    Does the definition of “End User” that Intrado proposes include these entities?**

2    **A.**    Yes it does, but as I outlined in my Direct Testimony beginning on page 66, the  
3           definition of “End User” proposed by Intrado is impermissibly broad and also  
4           encompasses any entity that buys wholesale telecommunications services from  
5           Intrado, including carriers and entities such as Vonage. Ms. Clugy’s testimony admits  
6           that it is Intrado’s intent to include carrier customers (Clugy Direct, page 5 at line 8).

7

8    **Q.    But doesn’t Ms. Clugy’s testimony limit the telecommunications services at issue**  
9           **to retail services?**

10   **A.**    Ms. Clugy’s testimony does make that point; however, the definition proposed by  
11           Intrado does not include that limitation nor has Intrado offered that up. Ms. Clugy  
12           does not define the meaning of the term “at retail.” Intrado’s definition also includes  
13           additional ambiguous language that would allow for an entity buying services from  
14           Intrado to then resell that service on a wholesale basis, which does not constitute  
15           selling a service “at retail”.

16

17   **Q.    What ambiguous language are you talking about?**

18   **A.**    The definition of “End User” proposed by Intrado (see below) includes an “and/or”  
19           phrase which changes the meaning of “End User” to include an entity that uses the  
20           service that is purchased, even if the entity is not the subscriber of record.

21

1           1.54 “End-User” means the individual that subscribes to (subscriber of record)  
2           **and/or uses** the Telecommunications Services provided by Embarq or  
3           INTRADO COMM. (**Emphasis added.**)  
4

5           This further broadens the meaning of “End User” to the point where it could be read to  
6           include any entity in any situation.  
7

8   **Q.    What does the phrase “at retail” mean?**

9   **A.**The FCC provided the following definition in the Timer Warner Decision  
10           (Memorandum Opinion and Order, WC Docket No. 06-55, DA 07-709, Released  
11           March 1, 2007) at footnote 19:

12           To resolve the confusion over the meaning of “wholesale,” we affirm the  
13           longstanding Commission usage of a wholesale transaction of a service or  
14           product as an input to a further sale to an end user, in contrast to a retail  
15           transaction for the customer’s own personal use or consumption. *Deployment*  
16           *of Wireline Services Offering Advanced Telecommunications Capability*, CC  
17           Docket No. 98-147, Second Report and Order, 14 FCC Rcd 19237, 19423,  
18           para. 13 (1999) (“Black’s Law Dictionary defines retail as ‘[a] sale for final  
19           consumption in contrast to a sale for further sale or processing (*i.e.*, wholesale)  
20           . . . to the ultimate consumer.’”) (quoting Black’s Law Dictionary 1315 (6th  
21           ed. 1990)).

22           As contemplated by these definitions, the entity “at the end of the food chain” that  
23           ultimately consumes the service is the “End User”.

1

2 **Q. Can carriers and companies such as Vonage be classified as an “End User”?**

3 **A.** They can if they are the ultimate consumer of the service. For example, when a carrier  
4 buys business 1-party service for its business office personnel to use in conducting  
5 company business, that carrier is buying a service at retail. However, if that carrier  
6 buys the same business 1-party service to sell to another entity, as in the case of resale,  
7 that carrier is buying at wholesale.

8

9 **Q. Are the services that Intrado sells to carriers and companies such as Vonage**  
10 **retail or wholesale services?**

11 **A.** The services that Intrado sells, such as its database services, are used by carriers and  
12 entities like Vonage to provide 9-1-1 calling to their “End Users” and they are also  
13 used by PSAPs to provide Emergency Services to the individual making the 9-1-1 call.  
14 The “consumer” of the ultimate service is not the carrier or Vonage, but the individual  
15 making the 9-1-1 call or the PSAP.

16

17 **Q. Are entities like PSAPs end users?**

18 **A.** PSAPs do purchase retail services, and like any government agency could be classified  
19 as end users.

20

21 **Q. Does the definition of end user proposed by Embarq include PSAPs?**

22 **A.** The definition of end user proposed by Embarq does not include PSAPs, since PSAPs  
23 do not make 9-1-1 calls, they receive them. However, Embarq is willing to

1 supplement the definition of end user which Embarq obtained from the NENA Master  
2 Glossary of 9-1-1, as follows, in order to include PSAPs:

3  
4 1.54 For the purposes of this agreement “End-User” means the individual that  
5 makes the 9-1-1 call or the PSAP receiving the call for the purpose of  
6 initiating the emergency or public safety response.

7  
8 **Q. Is Embarq willing to use this definition for every location in the ICA where**  
9 **Intrado has inserted the term “End User”?**

10 **A.** Unfortunately, that approach would be problematical. While Embarq has offered to  
11 amend the definition of the term “End User” in order to include PSAPs, every use of  
12 the term proposed by Intrado (which includes not only un-capitalized references to end  
13 users, but also subscribers or customers) would have to be examined to ensure that it  
14 actually applies to an “End User”.

15  
16 **Issue Number 12:**

17 **How should the term “Enhanced 911 Service” be defined in the ICA?**

18  
19 **Q. Have the Parties resolved this issue?**

20 **A.** Yes.

21

22

1 **Issue Number 13:**

2 **Should the term “designated” or the term “primary” be used to indicate which**  
3 **Party is serving the 911 Authority?**

4

5 **Q. Do you agree with Mr. Hicks’ characterization that if the terms that are in**  
6 **dispute refer to a “primary” provider of the 911 system that there must be a**  
7 **“secondary” provider (Hicks’ Direct, page 32 at line 10)?**

8 **A.** Not necessarily. The use of the word “primary” does not mandate that there is a  
9 “secondary” provider. It does, however, recognize the fact that there could be a  
10 secondary provider. As I discussed in my Direct Testimony (page 75 at line 16),  
11 Intrado’s proposal to use only the word “designated” provider is likely intended to  
12 prevent Embarq and other ILECs from billing PSAPs for services that such ILECs  
13 provide in accordance with the tariffs that have been approved by the Commission.  
14 This result is inconsistent with the Commission’s ruling on Intrado’s request for a  
15 declaratory statement in Docket No. 080089.

16

17 **Q. Is the usage of the term likely to be confused with the concept of “primary” and**  
18 **“secondary” PSAPs? (Hicks’ Direct, page 32 at line 11).**

19 **A.** No. The terms proposed by Embarq clearly identifies the “primary” entity as the one  
20 that provides the 911 system to the county. These terms have also been included in  
21 Embarq’s standard interconnection agreement for years without any dispute  
22 whatsoever. Furthermore, NENA documentation for providing 9-1-1 calling to VoIP  
23 end users mandates that the VoIP Position Center (“VPC”) be identified as “the

1 secondary Company (Data Provider)” in the ALI database (see NENA Interim VoIP  
2 Architecture for Enhanced 9-1-1, page 81).

3

4

5 **SECTION III: CONCLUSION**

6

7 **Q. Please summarize your Rebuttal Testimony?**

8 **A.** My Rebuttal Testimony has shown that Embarq understands its obligations under  
9 section 251(c) of the Act, and that Embarq has proposed terms and conditions that  
10 comport with these obligations and provide Intrado with parity access. My Rebuttal  
11 Testimony has addressed the specific arguments posed by Intrado’s witnesses in a  
12 detailed manner, showing that many of Intrado’s demands are unsupported,  
13 unreasonable or overreaching.

14

15 The Commission should reject Intrado’s positions on the disputed issues in this  
16 arbitration and find in favor of Embarq.

17

18 **Q. Does this conclude your Rebuttal Testimony?**

19 **A.** Yes.

KEY CODES		RESALE RATE ELEMENT COST SUMMARY	FLORIDA		12/14/2007
MRC	NRC		MRC	NRC	
<b>RESALE DISCOUNTS</b>					
		Other than Operator / DA	19.40%		
		Op Assist / DA	12.10%		
<b>USAGE-FEE CHARGES</b>					
		Message Provisioning, per message	\$0.000684		
		Data Transmission, per message	\$0.000000		
		Media Charge - per CD (Price reflects shipping via regular U.S. Mail)			\$18.00
<b>OTHER CHARGES</b>					
		Temporary Suspension of Service for Resale - SUSPEND			\$0.00
		Temporary Suspension of Service for Resale - RESTORE			\$21.00
		PIC Change Charge, per change			Per Tariff
		Operator Assistance / Directory Assistance Branding			ICB
<b>UNE SERVICE TAG &amp; LABEL (RESALE TAG &amp; LABEL)</b>					
I0004		Tag and Label on a new install loop or resale			\$4.72
I0005		Tag and Label on a reinstall loop or an existing loop or resale			\$9.44
I0006		Tag and Label on an add'l loop or resale on the same order at the same location			\$3.78
<b>TRIP CHARGE</b>					
I0007		Trip Charge			\$18.88
<b>SERVICE ORDER / INSTALLATION / REPAIR</b>					
I0008		Manual Service Order NRC			\$28.10
I0009		Manual Service Order - Listing Only			\$14.81
I0010		Manual Service Order - Change Only			\$13.76
I0011		Electronic Service Order (IRES)			\$3.82
I0012		Electronic Service Order - Listing Only			\$0.42
I0013		Electronic Service Order - Change Only			\$1.66
I0014		2-Wire Loop Cooperative Testing			\$46.71
I0015		4-Wire Loop Cooperative Testing			\$66.99
I0016		Trouble Isolation Charge			\$48.47
		LNP Coordinated Conversion - Lines 1 -10			\$47.33
		LNP Coordinated Conversion - Each additional line			\$4.24
		LNP Conversion - 10 Digit Trigger			\$0.00
		UNE to Special Access or Special Access to UNE Conversions or Migrations (includes EEL)			
I0018		DS1 Loop, per circuit			\$76.71
I0019		DS1 Transport, per circuit			\$76.71
		DS3 Loop, per circuit			ICB
		DS3 Transport, per circuit			ICB
<b>DISCONNECTED NETWORK ELEMENTS (UNE)</b>					
<b>THE ORDER LOOP QUALIFICATION</b>					
		Loop Make-Up Information			\$5.90
<b>LOOPS (RATES INCLUDE MD CHARGE)</b>					
<b>2-Wire Analog</b>					
I0020		Band 1	\$11.64		
I0021		Band 2	\$18.45		
I0022		Band 3	\$25.51		
I0023		Band 4	\$46.22		
I0027		First Line			\$111.24
I0028		Second Line and Each Additional Line (same time)			\$52.73
I0029		Re-install (Cut Thru and Dedicated/Vacant)			\$65.81
I0030		Disconnect			\$31.75
<b>4-Wire Analog</b>					
I0031		Band 1	\$22.50		
I0032		Band 2	\$35.64		
I0033		Band 3	\$49.24		
I0034		Band 4	\$89.18		
I0038		First Line			\$144.33
I0039		Second Line and Each Additional Line (same time)			\$85.82
I0040		Re-install (Cut Thru and Dedicated/Vacant)			\$81.70

DOCUMENT NUMBER - DATE

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FPSC-COMMISSION CLERK

KEY CODES		FLORIDA	12/14/2007
MRC	NRC		
	I0041	Disconnect	\$36.47
		<b>2-Wire xDSL - Capable Loop</b>	
I0042		Band 1	\$11.64
I0043		Band 2	\$18.45
I0044		Band 3	\$25.51
I0045		Band 4	\$46.22
	I0049	First Line	\$106.81
	I0050	Second Line and Each Additional Line (same time)	\$48.30
	I0051	Re-install (Cut Thru and Dedicated/Vacant)	\$63.55
	I0052	Disconnect	\$31.75
		<b>4-Wire xDSL - Capable Loop</b>	
		Band 1	\$22.43
		Band 2	\$35.53
		Band 3	\$49.08
		Band 4	\$88.89
		First Line	\$138.23
		Second Line and Each Additional Line (same time)	\$79.72
		Re-install (Cut Thru and Dedicated/Vacant)	\$78.59
		Disconnect	\$36.47
		<b>2-Wire Digital Loop</b>	
I0064		Band 1	\$11.64
I0065		Band 2	\$18.45
I0066		Band 3	\$25.51
I0067		Band 4	\$46.22
	I0071	First Line	\$169.14
	I0072	Second Line and Each Additional Line (same time)	\$108.10
	I0073	Disconnect	\$31.75
		<b>2-Wire ISDN-BRI Digital Loop</b>	
I0074		Band 1	\$19.92
I0075		Band 2	\$31.95
I0076		Band 3	\$44.41
I0077		Band 4	\$80.98
	I0081	First Line	\$169.14
	I0082	Second Line and Each Additional Line (same time)	\$108.10
	I0083	Disconnect	\$31.75
		<b>4-Wire Digital Loop (no electronics)</b>	
		Band 1	\$22.50
		Band 2	\$35.64
		Band 3	\$49.24
		Band 4	\$89.18
		First Line	\$240.90
		Second Line and Each Additional Line (same time)	\$179.85
		Disconnect	\$36.47
		<b>Digital 56k/64k Loop</b>	
I0094		Band 1	\$19.82
I0095		Band 2	\$31.79
I0096		Band 3	\$44.18
I0097		Band 4	\$80.57
	I0101	First Line	\$169.14
	I0102	Second Line and Each Additional Line (same time)	\$108.10
	I0103	Disconnect	\$31.75
		<b>DS1 Service and ISDN PRI Loop</b>	
I0104		Band 1	\$88.54
I0105		Band 2	\$143.28
I0106		Band 3	\$199.93
I0107		Band 4	\$366.34
	I0111	First Line	\$325.88
	I0112	Second Line and Each Additional Line (same time)	\$177.61
	I0113	Disconnect	\$36.47
		<b>DS3 Service</b>	
		Add DS3 to existing fiber system	\$1,286.78
		Disconnect	\$30.99

KEY CODES		ENGINEER RATE ELEMENT COST SUMMARY	FLORIDA	
MRC	NRC		MRC	NRC
<b>LOOP CONDITIONING</b>				
		<b>Load Coil Removal</b> for all Digital UNE and xDSL-Capable loops that are less than 18,000 feet in length - per line conditioned (No Engineering or Trip charges - price reflects 25 pair economies)		\$0.00
		Conditioning Engineering Charge - per loop		\$39.11
		Conditioning Trip Charge - per loop		\$16.41
<b>The following charges apply to all loops of any length that require Bridged Tap or Repeater removal.</b>				
<b>Load Coil Removal: Loops 18kft or longer</b>				
		Unload cable pair, per Underground location		\$445.21
		Unload Add'l cable pair, UG same time, same location and cable		\$3.43
		Unload cable pair, per Aerial or Buried Location		\$7.80
		Unload Add'l cable pair, AE or BU, same time, location and cable		\$1.80
<b>Bridged Tap or Repeater Removal - Any Loop Length</b>				
		Remove Bridged Tap or Repeater, per Underground Location		\$442.28
		Remove each Add'l Bridged Tap or Repeater, UG same time, location and cable		\$0.50
		Remove Bridged Tap or Repeater, per Aerial or Buried Location		\$6.43
		Remove each Add'l Bridged Tap or Repeater, AE or BU same time, location and cable		\$0.44
<b>SUB-LOOPS (RATES INCLUDE NO CHARGE)</b>				
		Sub-Loops Interconnection (Stub Cable)		ICB
<b>2 Wire Voice Grade and Digital Data Distribution</b>				
I0114		Band 1	\$4.97	
I0115		Band 2	\$7.58	
I0116		Band 3	\$10.28	
I0117		Band 4	\$18.22	
I0121		First Line		\$119.15
I0122		Second Line and Each Additional Line (same time)		\$40.65
I0123		Disconnect		\$51.98
<b>4 Wire Voice Grade and Digital Data Distribution</b>				
I0124		Band 1	\$9.58	
I0125		Band 2	\$14.59	
I0126		Band 3	\$19.77	
I0127		Band 4	\$34.98	
I0131		First Line		\$164.56
I0132		Second Line and Each Additional Line (same time)		\$65.20
I0133		Disconnect		\$63.31
<b>DEDICATED INTEROFFICE TRANSPORT</b>				
DFL00	DS1		Refer to Dedicated Transport Tab	\$182.15
		DS1 Disconnect		\$20.36
DFL01	DS3		Refer to Dedicated Transport Tab	\$192.85
		DS3 Disconnect		\$32.76
<b>MULTIPLEXING</b>				
<b>Multiplexing elements are only relevant in conjunction with UNE transport.</b>				
I0134	I0135	Multiplexing - DS1-DS0 (per DS1) - (Shelf only, rate does not include cards)	\$162.48	\$93.62
		DS1-DS0 Disconnect		\$12.95
I0136	I0137	Multiplexing - DS3-DS1 (per DS3)	\$195.77	\$119.88
		DS3-DS1 Disconnect		\$43.38
<b>UNBUNDLED DARK FIBER TRANSPORT</b>				
<b>Dark Fiber Application &amp; Quote Preparation Charge</b>				
Note: These elements are calculated and billed manually using one price per USOC and COS. Detail is provided by the DFA form returned to the customer.				
<b>Transport</b>				
		Interoffice, per foot per fiber - Statewide Average	\$0.0039	
<b>Additional Charges Applicable to Transport</b>				
		Fiber Patch Cord, per fiber	\$0.82	
		Fiber Patch Panel, per fiber	\$0.79	

KEY CODES		FLORIDA	12/14/2007	
MRC	NRC			
		Initial Patch Cord Installation / Disconnect, Field Location		\$22.92
		Add'l Patch Cord Installation / Disconnect, Field Loc., Same Time/Location		\$7.64
		Central Office Interconnection, 1-4 Patch Cords per CO - Install or Disconnect		\$193.55
		Dark Fiber End-to-End Testing, Initial Strand		\$53.48
		Dark Fiber End-to-End Testing, Subsequent Strand		\$15.28
		<b>EEL CONVERSIONS</b>	<b>MRC</b>	<b>NRC</b>
		Enhanced Extended Lnk (EEL) is a combination of Loop, Transport and Multiplexing (when applicable). Refer to the specific UNE section (transport, loop, multiplexing) in this document to obtain pricing for each specific element.		
		See Rate Element / Service Order / Installation/Repair Center section of this price sheet for EEL Conversion Charges.		
		<b>RECIPROCAL COMPENSATION</b>	<b>MRC</b>	<b>NRC</b>
		End Office - per MOU	\$0.002221	N/A
		Tandem Switching - per MOU	\$0.002053	N/A
		Shared Transport - per MOU	\$0.000814	N/A
		FCC Ordered ISP-bound Traffic Termination Rates (per MOU) = \$0.0007	Opt-In	
		<b>TRANSIT SERVICE</b>	<b>MRC</b>	<b>NRC</b>
		Transit Service Charge - per MOU	\$0.005000	
		<b>DATABASE</b>	<b>MRC</b>	<b>NRC</b>
		Local Number Portability query (LNP)	Per interstate tariff	Per interstate tariff
		Toll Free Code query (TFC) - Simple	Per interstate tariff	Per interstate tariff
		Toll Free Code query (TFC) - Complex Additive	Per interstate tariff	Per interstate tariff
		Line Information Database query (LIDB)	Per interstate tariff	Per interstate tariff
		Line Information Database query transport (LIDB)	Per interstate tariff	Per interstate tariff
		<b>DIRECTORY SERVICES</b>	<b>MRC</b>	<b>NRC</b>
		Directory - Premium & Privacy Listings		Refer to Applicable Retail Tariff
		Directory Listings - (if CLEC not purchasing UNE Loops or Resale Services)	\$1.85	
		<b>911 AND E911 TRANSPORT AND TERMINATION</b>	<b>MRC</b>	<b>NRC</b>
		911 and E911 Transport - DS1	Refer to Dedicated Transport Tab	\$182.15
		Multiplexing - DS1-DS0 (per DS1) - (Shelf only, rate does not include cards)	\$162.48	\$93.62
		DS0 911 Per Port (minimum of 2 DS0's required)	\$15.81	\$151.80
		<b>STREET INDEX GUIDE</b>	<b>MRC</b>	<b>NRC</b>
I0001		SIG Database Extract Report, per CDROM (price reflects shipping regular U.S. Mail)	\$18.00	

KEY CODES		ESTIMATED RATE ELEMENT COST SUMMARY	FLORIDA	12/14/2007
MRC	NRC			
		<b>ROUTINE MODIFICATION OF FACILITIES</b>	<b>MRC</b>	<b>NRC</b>
		<b>Rearrangement of Cable</b>		
		Rearrangement of Up to 3 Pairs per UNE Loop Ordered	N/A	Included in Loop NRC
		Rearrangements Requiring More Than 3 Pairs per UNE Loop Ordered	N/A	ICB
		<b>Repeater/Doubler Installation Cost (incl. 4 slot housing and 1 card), per location</b>		
		1. Repeater Equipment Case w/ Repeater Card (for T-1 applications):		
		Where Special Construction Does Not Apply (Card Installation Only)	Included in Loop MRC	Included in Loop NRC
		Where Special Construction Applies, Non Recurring Charge		\$2,151.93
		2. Doubler Equipment Case w/ Doubler Card (for HDSL applications)		
		Where Special Construction Does Not Apply (Card Installation Only)	Included in Loop MRC	Included in Loop NRC
		Where Special Construction Applies, Non Recurring Charge		\$2,389.90
		<b>Smart Jack</b>	Included in Loop MRC	Included in Loop NRC
		<b>Line Card Installation</b>	Included in Loop MRC	Included in Loop NRC
		<b>Multiplexing</b>	Included in Loop MRC	Included in Loop NRC
		Note: Multiplexer pricing available through Enhanced Extended Loop (EELs) facility leases		

Loop Banding		
Exchange Name	CLLI	Band
Maitland	MTLDFLXADS1	1
Shalimar	SHLMFLXADS0	1
Tallahassee-Calhoun	TLHSFLXADS0	1
Tallahassee-FSU	TLHSFLXERS0	1
Altamonte Springs	ALSPFLXADS0	2
Boca Grande	BCGRFLXARS1	2
Bonita Springs	BNSPFLXADS1	2
Buenaventura Lakes	KSSMFLXDRS0	2
Cape Coral	CPCRFLXADS0	2
Casselberry	CSLBFLXADS1	2
Cypress Lake-Regional Airport	CYLKFLXBRS0	2
Destin	DESTFLXADS0	2
Fort Myers	FTMYFLXCDS2	2
Fort Myers	FTMYFLXADS0	2
Fort Myers Beach	FTMBFLXARS0	2
Fort Walton Beach-Denton	FTWBFLXBDS0	2
Fort Walton Beach-Hollywood	FTWBFLXADS0	2
Fort Walton Beach-Mary Esther	FTWBFLXCRS0	2
Goldenrod	GLRDFLXADS0	2
Highlands	OCALFLXCRS0	2
Lady Lake	LDLKFLXARS0	2
Lake Brantley	LKBRFLXADS1	2
Naples (Moorings)	NPLSFLXDDS0	2
North Naples	NNPLFLXADS1	2
Orange City	ORCYFLXADS0	2
Tallahassee-Blairstone	TLHSFLXDDS0	2
Tallahassee-Willis	TLHSFLXBDS0	2
Valparaiso	VLPRFLXADS0	2
Valparaiso-Seminole	VLPRFLXBRS0	2
Windermere	WNDRFLXARS0	2
Winter Garden	WNGRFLXADS0	2
Winter Park	WNPKFLXADS1	2
Apopka	APPKFLXADS1	3
Belleview	BLVWFLXADS0	3
Beverly Hills	BVHLFLXADS0	3
Chassahowitzka-Homosassa Spr	CHSWFLXARS0	3
Clermont	CLMTFLXADS0	3
Crestview	CRVWFLXADS0	3
Cypress Lake	CYLKFLXADS0	3
Fort Myers (East)	FTMYFLXBRS0	3
Golden Gate	GLGCFLXADS0	3
Kissimmee	KSSMFLXADS0	3
Kissimmee (Reedy Creek)	KSSMFLXCRS1	3
Kissimmee (West)	KSSMFLXBDS1	3
Leesburg	LSBGFLXADS0	3
Marco Island	MOISFLXADS1	3
Mount Dora	MTDRFLXARS0	3
Naples (Southeast)	NPLSFLXCDS0	3
North Cape Coral	CPCRFLXBDS1	3
North Fort Myers	NFMYFLXADS0	3
North Fort Myers	NFMYFLXBRS0	3
Ocala	OCALFLXADS0	3
Ocala	OCALFLXBDS0	3
Orange City (Deitona Lakes)	ORCYFLXCRS0	3
Port Charlotte	PTCTFLXADS0	3
Sanibel-Captiva Islands	SNISFLXADS0	3
Silver Springs Shores	SVSSFLXARS0	3
Tallahassee-Mabry	TLHSFLXCDS0	3
Tallahassee-Perkins	TLHSFLXHDS0	3
Tallahassee-Thomasville	TLHSFLXFDS0	3
Tavares	TVRSFLXADS0	3
Alford	ALFRFLXARS0	4
Alva	ALVAFLXARS1	4
Arcadia	ARCDFLXADS0	4
Astor	ASTRFLXARS0	4
Avon Park	AVPKFLXADS0	4
Baker	BAKRFLXADS0	4
Bonifay	BNFYFLXARS0	4
Bowling Green	BWLGFLXARS0	4
Bushnell	BSHNFLXADS0	4
Cape Haze	CPHZFLXADS0	4
Cherry Lake	CHLKFLXARS0	4
Clewiston	CLTNFLXARS0	4
Cottondale	CTDLFLXARS0	4
Crawfordville	CFVLFLXADS0	4
Crystal River	CRRVFLXADS0	4
Dade City	DDCYFLXADS1	4
DeFuniak Springs	DFSPFLXADS0	4
Eustis	ESTSFLXARS0	4

Loop Banding		
Exchange Name	CLLI	Band
Everglades	EVRGFLXARS1	4
Forest	OCNFFLXARS0	4
Fort Meade	FTMDFLXARS0	4
Freeport	FRPTFLXARS0	4
Glendale	GLDLFLXARS0	4
Grand Ridge	GDRGFLXADS0	4
Greenville	GNVFLXARS0	4
Greenwood	GNWDFLXARS0	4
Groveland	GVLDFLXARS0	4
Homosassa Springs	HMSPFLEXARS0	4
Howey-in-the-Hills	HOWYFLXARS0	4
Immokalee	IMKFLXARS0	4
Inverness	INVRFLXADS1	4
Kenansville	KNVFLXARS0	4
Kingsley Lake	KGLKFLXARS0	4
LaBelle	LBLFLXADS0	4
Lake Helen - Orange City	LKHLFLXARS0	4
Lake Placid	LKPCFLXARS0	4
Lawtey	LWTFLEXARS0	4
Lee	LEE FLXARS0	4
Lehigh Acres	LHACFLXADS0	4
Madison	MDSNFLXADS0	4
Malone	MALNFLXARS0	4
Marianna	MRNNFLXADS0	4
Monticello	MNTIFLXADS0	4
Montverde	MTVFLXARS0	4
Moore Haven	MRHNFLXARS0	4
Ocklawaha	OKLWFLXADS0	4
Okeechobee	OKCBFLXADS1	4
Panacea	PANCFLEXARS0	4
Pine Island	PNISFLXADS0	4
Ponce de Leon	PNLNFLXARS0	4
Punta Gorda	PNGRFLXADS1	4
Reynolds Hill	RYHLFLXARS0	4
Salt Springs	SSPRFLXARS0	4
San Antonio	SNANFLXARS0	4
Santa Rosa Beach	SNRSFLXARS0	4
Seagrave Beach	SGBHFLXARS0	4
Sebring	SBNGFLXADS1	4
Silver Springs - Ocala	SVSPFLXARS0	4
Sneads	SNDSFLXARS0	4
Sopchoppy	SPCFLEXARS0	4
Spring Lake	SLHLFLXARS0	4
St. Cloud	STCDFLXARS0	4
St. Marks	STMKFLXARS0	4
Starke	STRKFLXADS0	4
Tallahassee-Woodville	TLHSFLXGRS0	4
Trilacoochee	TLCHFLXARS0	4
Umatilla	UMTLFLXARS0	4
Wauchula	WCHLFLXADS0	4
Westwood	WSTVFLXARS0	4
Wildwood	WLWDFLXARS0	4
Williston	WLSTFLXARS0	4
Zolfo Springs	ZLSPFLXARS0	4

DEDICATED TRANSPORT RATE SUMMARY										FLORIDA	
Key Codes		Rate Band	Route (CLI to CLI)		Route (Exchange to Exchange)		Non-Impaired Routes	Dedicated DS1 Rate	Dedicated DS3 Rate		
DS1	DS3		Originating	Terminating	Originating	Terminating					
** Routes meet the FCC TRRO non-impaired threshold criteria for DS1 and DS3.											
*** Routes meet the FCC TRRO non-impaired threshold criteria for DS3 only.											
D0122	D1122	122	ALFRFLXARS0	CTDLFLXARS0	Alford	Cottondale					
D0389	D1389	389	ALFRFLXARS0	GDRGFLXADS0	Alford	Grand Ridge		\$124.64	\$1,736.74		
D0390	D1390	390	ALFRFLXARS0	GNWDFLXARS0	Alford	Greenwood		\$185.79	\$2,572.55		
D0391	D1391	391	ALFRFLXARS0	MALNFLXARS0	Alford	Malone		\$181.65	\$2,456.54		
D0285	D1285	285	ALFRFLXARS0	MRNNFLXADS0	Alford	Marianna		\$181.65	\$2,456.54		
D0392	D1392	392	ALFRFLXARS0	SNDSFLXARS0	Alford	Sneads		\$124.64	\$1,736.74		
D0001	D1001	1	ALSPFLXADS0	APPKFLXADS1	Altamonte Springs	Apopka		\$185.79	\$2,572.55		
D0810	D1810	810	ALSPFLXADS0	CLMTFLXADS0	Altamonte Springs	Clermont		\$70.89	\$1,108.53		
D0123	D1123	123	ALSPFLXADS0	CSLBFLXADS1	Altamonte Springs	Casselberry		\$353.80	ICB		
D0840	D1840	840	ALSPFLXADS0	EST9FLXARS0	Altamonte Springs	Eustis		\$63.04	\$888.72		
D0125	D1125	125	ALSPFLXADS0	GLRDFLXADS0	Altamonte Springs	Goldenrod	***	\$175.30	\$3,155.29		
D0132	D1132	132	ALSPFLXADS0	KSSMFLXADS0	Altamonte Springs	Kissimmee		\$63.04	\$1,022.03		
D0107	D1107	107	ALSPFLXADS0	KSSMFLXBDS1	Altamonte Springs	West Kissimmee		\$192.09	\$3,625.42		
D0786	D1786	786	ALSPFLXADS0	KSSMFLXCDS1	Altamonte Springs	Reedy Creek		\$192.09	\$3,625.42		
D0048	D1048	48	ALSPFLXADS0	LKBRFLXADS1	Altamonte Springs	Lake Brantley	***	\$259.86	\$4,646.43		
D0393	D1393	393	ALSPFLXADS0	MNTIFLXADS0	Altamonte Springs	Monticello		\$70.89	\$1,274.81		
D0049	D1049	49	ALSPFLXADS0	MTLDFLXADS1	Altamonte Springs	Maitland	**	\$561.38	\$12,212.71		
D0690	D1690	690	ALSPFLXADS0	MTVRFLEXARS0	Altamonte Springs	Montverde		\$81.52	\$1,274.81		
D0780	D1780	780	ALSPFLXADS0	ORCYFLXADS0	Altamonte Springs	Orange City		\$229.26	\$3,789.61		
D0838	D1838	838	ALSPFLXADS0	ORCYFLXCDS0	Altamonte Springs	Orange City-Deltona Lakes		\$69.19	\$780.86		
D0303	D1303	303	ALSPFLXADS0	WDRFLXARS0	Altamonte Springs	Winter Garden		\$108.94	\$1,297.13		
D0003	D1003	3	ALSPFLXADS0	WNGRFLXADS0	Altamonte Springs	Winter Garden		\$197.54	\$3,778.06		
D0383	D1383	383	ALSPFLXADS0	WNPFLXADS1	Altamonte Springs	Winter Park	**	\$192.09	\$3,625.42		
D0126	D1126	126	ALVAFLEXARS0	BNSPFLXADS1	Alva	Bonita Springs		\$81.52	\$1,274.81		
D0257	D1257	257	ALVAFLEXARS0	CPCRFLXADS0	Alva	Cape Coral		\$243.11	\$5,054.15		
D0258	D1258	258	ALVAFLEXARS0	CPCRFLXBDS1	Alva	North Cape Coral		\$243.11	\$5,054.15		
D0394	D1394	394	ALVAFLEXARS0	CYLKFLXBRS0	Alva	Regional Airport		\$243.11	\$5,054.15		
D0050	D1050	50	ALVAFLEXARS0	FTMBFLXADS0	Alva	Fort Myers Beach		\$315.68	\$6,209.48		
D0130	D1130	130	ALVAFLEXARS0	FTMYFLXADS0	Alva	Fort Myers		\$278.22	\$6,037.16		
D0127	D1127	127	ALVAFLEXARS0	FTMYFLXBDS0	Alva	East Fort Myers		\$243.11	\$5,054.15		
D0136	D1136	136	ALVAFLEXARS0	FTMYFLXCDS2	Alva	South Fort Myers		\$243.11	\$5,054.15		
D0135	D1135	135	ALVAFLEXARS0	LHACFLXADS0	Alva	Lehigh Acres		\$278.22	\$6,037.16		
D0259	D1259	259	ALVAFLEXARS0	NFMYFLXADS0	Alva	North Fort Myers		\$243.11	\$5,054.15		
D0051	D1051	51	ALVAFLEXARS0	PNISFLXADS0	Alva	Pine Island		\$278.22	\$6,037.16		
D0052	D1052	52	ALVAFLEXARS0	SNISFLXADS0	Alva	Sanibel-Captiva Islands		\$278.22	\$6,037.16		
D0783	D1783	783	APPKFLXADS1	CSLBFLXADS1	Apopka	Casselberry		\$278.22	\$6,037.16		
D0242	D1242	242	APPKFLXADS1	GLRDFLXADS0	Apopka	Goldenrod		\$133.94	\$1,997.25		
D0131	D1131	131	APPKFLXADS1	KSSMFLXADS0	Apopka	Kissimmee		\$133.94	\$1,997.25		
D0108	D1108	108	APPKFLXADS1	KSSMFLXBDS1	Apopka	West Kissimmee		\$121.19	\$2,516.90		
D0243	D1243	243	APPKFLXADS1	KSSMFLXCDS1	Apopka	Reedy Creek		\$121.19	\$2,516.90		
D0053	D1053	53	APPKFLXADS1	LKBRFLXADS1	Apopka	Lake Brantley		\$188.96	\$3,537.91		
D0395	D1395	395	APPKFLXADS1	MNTIFLXADS0	Apopka	Monticello		\$70.89	\$1,108.53		
D0396	D1396	396	APPKFLXADS1	MTDRFLXARS0	Apopka	Mt. Dora		\$490.48	\$11,104.18		
D0054	D1054	54	APPKFLXADS1	MTLDFLXADS1	Apopka	Maitland		\$104.40	\$2,046.76		
D0684	D1684	684	APPKFLXADS1	MTVRFLEXARS0	Apopka	Montverde		\$70.89	\$1,108.53		
D0244	D1244	244	APPKFLXADS1	WDRFLXARS0	Apopka	Winter Garden		\$162.29	\$2,790.98		
D0055	D1055	55	APPKFLXADS1	WNGRFLXADS0	Apopka	Winter Garden		\$126.64	\$2,669.54		
D0385	D1385	385	APPKFLXADS1	WNPFLXADS1	Apopka	Winter Park		\$121.19	\$2,516.90		
D0397	D1397	397	ARCDFLXADS0	PTCTFLXADS0	Arcadia	Port Charlotte		\$70.89	\$1,108.53		
D0398	D1398	398	ARCDFLXADS0	WCHLFLXADS0	Arcadia	Wauchula		\$241.19	\$5,877.04		
D0399	D1399	399	ARCDFLXADS0	ZLSPFLXARS0	Arcadia	Zolfo Springs		\$241.19	\$5,877.04		
D0327	D1327	327	ASTRFLXARS0	CLMTFLXADS0	Astor	Clermont		\$168.54	\$2,966.01		
D0328	D1328	328	ASTRFLXARS0	ESTSFLXARS0	Astor	Eustis		\$168.54	\$2,966.01		
D0362	D1362	362	ASTRFLXARS0	GVLDLFLXARS0	Astor	Groveland		\$365.97	\$7,617.85		
D0364	D1364	364	ASTRFLXARS0	HOWYFLXARS0	Astor	Howey-in-the-Hills		\$226.28	\$3,706.16		
D0797	D1797	797	ASTRFLXARS0	LDLFLXARS0	Astor	Lady Lake		\$266.25	\$4,825.53		
D0329	D1329	329	ASTRFLXARS0	LSBGFLXADS1	Astor	Leesburg		\$168.54	\$2,966.01		
D0330	D1330	330	ASTRFLXARS0	MTDRFLXARS0	Astor	Mt. Dora		\$168.54	\$2,966.01		
D0365	D1365	365	ASTRFLXARS0	MTVRFLEXARS0	Astor	Montverde		\$222.50	\$3,600.33		
D0331	D1331	331	ASTRFLXARS0	TVRSFLXADS0	Astor	Tavares		\$168.54	\$2,966.01		
D0007	D1007	7	ASTRFLXARS0	UMTLFLXARS0	Astor	Umatilla		\$168.54	\$2,966.01		
D0812	D1812	812	AVPKFLXADS0	BWLGLFLXARS0	Avon Park	Bowling Green		\$254.16	\$5,363.50		
D0813	D1813	813	AVPKFLXADS0	FTMDFLXARS0	Avon Park	Fort Meade		\$254.16	\$5,363.50		
D0595	D1595	595	AVPKFLXADS0	FTMYFLXADS0	Avon Park	Fort Myers		\$195.40	\$4,594.86		
D0129	D1129	129	AVPKFLXADS0	FTMYFLXBDS0	Avon Park	East Fort Myers		\$195.40	\$4,594.86		
D0400	D1400	400	AVPKFLXADS0	LKPCFLXARS0	Avon Park	Lake Placid		\$296.24	\$6,541.89		
D0401	D1401	401	AVPKFLXADS0	PTCTFLXADS0	Avon Park	Port Charlotte		\$195.40	\$4,594.86		
D0282	D1282	282	AVPKFLXADS0	SBNGFLXADS1	Avon Park	Sebring		\$241.19	\$5,877.04		
D0402	D1402	402	AVPKFLXADS0	SLHLFLXARS0	Avon Park	Spring Lake		\$241.19	\$5,877.04		
D0403	D1403	403	AVPKFLXADS0	WCHLFLXADS0	Avon Park	Wauchula		\$241.19	\$5,877.04		
D0814	D1814	814	AVPKFLXADS0	WNPFLXAPS0	Avon Park	Winter Park		\$333.02	\$7,571.71		
D0235	D1235	235	BAKRFLEXADS0	CRVWFLXADS0	Baker	Crestview		\$52.43	\$591.58		

DEDICATED TRANSPORT RATE SUMMARY										FLORIDA	
Key Codes		Rate Band	Route (CLLI to CLLI)		Route (Exchange to Exchange)		Non-Impaired Routes	Dedicated DS1 Rate	Dedicated DS3 Rate		
DS1	DS3		Originating	Terminating	Originating	Terminating					
** Routes meet the FCC TRRO non-impaired threshold criteria for DS1 and DS3.											
*** Routes meet the FCC TRRO non-impaired threshold criteria for DS3 only.											
D0405	D1405	405	BAKRFLXADS0	DESTFLXADS0	Baker	Destin					
D0404	D1404	404	BAKRFLXADS0	DFSPFLXADS0	Baker	DeFuniak Springs	\$204.01	\$3,959.20			
D0406	D1406	406	BAKRFLXADS0	FTWBFLXADS0	Baker	Fort Walton Beach	\$204.01	\$3,959.20			
D0407	D1407	407	BAKRFLXADS0	\$HLMFLXADS0	Baker	Shalimar	\$204.01	\$3,959.20			
D0408	D1408	408	BAKRFLXADS0	VLPRFLXADS0	Baker	Valparaiso-Niceville	\$258.69	\$4,613.87			
D0816	D1816	816	BCGRFLXARS1	LBLFLXADS0	Boca Grande	LaBelle	\$204.01	\$3,959.20			
D0412	D1412	412	BCGRFLXARS1	PNGRFLXADS1	Boca Grande	Punta Gorda	\$260.26	\$5,534.46			
D0411	D1411	411	BCGRFLXARS1	PTCTFLXADS0	Boca Grande	Port Charlotte	\$306.06	\$6,816.65			
D0410	D1410	410	BCGRFLXARS1	CPHZFLXADS0	Boca Grande	Cape Haze	\$64.86	\$939.60			
D0567	D1567	567	BLVWFLXADS0	LDLFLXARS0	Bellevue	Lady Lake	\$64.86	\$939.60			
D0270	D1270	270	BLVWFLXADS0	OCALFLXADS0	Bellevue	Ocala	\$202.12	\$3,906.28			
D0245	D1245	245	BLVWFLXADS0	OCALFLXCRS0	Bellevue	Highlands	\$197.44	\$4,651.84			
D0354	D1354	354	BLVWFLXADS0	OCNFFLXARS0	Bellevue	Forest	\$284.25	\$6,206.08			
D0056	D1056	56	BLVWFLXADS0	OKLWFLXADS0	Bellevue	Ocklawaha	\$284.25	\$6,206.08			
D0042	D1042	42	BLVWFLXADS0	SSPRFLXARS0	Bellevue	Salt Springs	\$53.89	\$632.28			
D0057	D1057	57	BLVWFLXADS0	SVSSFLXARS0	Bellevue	Silver Springs Shores	\$284.25	\$6,206.08			
D0409	D1409	409	BLVWFLXADS0	WLWDFLXARS0	Bellevue	Wildwood	\$74.53	\$1,210.29			
D0413	D1413	413	BNFYFLXARS0	DFSPFLXADS0	Bonifay	DeFuniak Springs	\$97.72	\$1,859.52			
D0105	D1105	105	BNFYFLXARS0	MRNFFLXADS0	Bonifay	Marianna	\$167.81	\$2,945.66			
D0414	D1414	414	BNFYFLXARS0	PNLNFLXARS0	Bonifay	Ponce de Leon	\$77.29	\$1,287.63			
D0113	D1113	113	BNFYFLXARS0	RYHLFLXARS0	Bonifay	Reynolds Hill	\$221.77	\$3,579.98			
D0236	D1236	236	BNFYFLXARS0	WSTVFLXARS0	Bonifay	Westville	\$128.12	\$1,834.43			
D0817	D1817	817	BNSPFLXADS1	CPCRFLXADS0	Bonita Springs	Cape Coral	\$77.29	\$1,287.63			
D0143	D1143	143	BNSPFLXADS1	CYLKFLXADS0	Bonita Springs	Cypress Lake	\$243.11	\$5,054.15			
D0148	D1148	148	BNSPFLXADS1	CYLKFLXBRS0	Bonita Springs	Regional Airport	\$176.29	\$4,059.59			
D0246	D1246	246	BNSPFLXADS1	FTMBFLXADS0	Bonita Springs	Fort Myers Beach	\$62.17	ICB			
D0415	D1415	415	BNSPFLXADS1	FTMDFLXARS0	Bonita Springs	Fort Meade	\$278.22	\$6,037.16			
D0152	D1152	152	BNSPFLXADS1	FTMYFLXADS0	Bonita Springs	Fort Myers	\$476.24	\$10,705.28			
D0137	D1137	137	BNSPFLXADS1	FTMYFLXBDS0	Bonita Springs	East Fort Myers	\$176.29	\$4,059.59			
D0153	D1153	153	BNSPFLXADS1	GLGCFLXADS0	Bonita Springs	Golden Gate	\$176.29	\$4,059.59			
D0818	D1818	818	BNSPFLXADS1	LHACFLXADS0	Bonita Springs	Lehigh Acres	\$176.29	\$4,059.59			
D0157	D1157	157	BNSPFLXADS1	NNPLFLXADS1	Bonita Springs	North Naples	\$176.29	\$4,059.59			
D0154	D1154	154	BNSPFLXADS1	NPLSFLXCDS0	Bonita Springs	Naples Southeast	\$176.29	\$4,059.59			
D0559	D1559	559	BNSPFLXADS1	NPLSFLXDDS0	Bonita Springs	Naples Moorings	\$176.29	\$4,059.59			
D0416	D1416	416	BNSPFLXADS1	SNISFLXADS0	Bonita Springs	Sanibel-Captiva Islands	\$176.29	\$4,059.59			
D0471	D1471	471	BSHNFLXADS0	GVLDFLXARS0	Bushnell	Groveland	\$278.22	\$6,037.16			
D0419	D1419	419	BSHNFLXADS0	HOWYFLXARS0	Bushnell	Howey-in-the-Hills	\$197.44	\$4,651.84			
D0819	D1819	819	BSHNFLXADS0	INVRFLXADS0	Bushnell	Inverness	\$255.18	\$5,391.99			
D0374	D1374	374	BSHNFLXADS0	LSBGFLXADS1	Bushnell	Leesburg	\$197.44	\$4,651.84			
D0529	D1529	529	BSHNFLXADS0	TLCHFLXARS0	Bushnell	Trilacoochee	\$197.44	\$4,651.84			
D0332	D1332	332	BSHNFLXADS0	WLWDFLXADS1	Bushnell	Wildwood	\$260.77	\$5,548.71			
D0793	D1793	793	BVHLFLXADS0	CHSWFLXARS0	Beverly Hills	Chassahowitzka	\$295.15	\$6,511.36			
D0785	D1785	785	BVHLFLXADS0	CRRVFLXADS0	Beverly Hills	Crystal River	\$329.78	\$6,604.32			
D0314	D1314	314	BVHLFLXADS0	HMSPFLEXARS0	Beverly Hills	Homosassa Springs	\$82.16	\$1,423.98			
D0315	D1315	315	BVHLFLXADS0	INVRFLXADS0	Beverly Hills	Inverness	\$82.16	\$1,423.98			
D0778	D1778	778	BVHLFLXADS0	OCALFLXADS0	Beverly Hills	Ocala	\$82.16	\$1,423.98			
D0417	D1417	417	BWLGFLXARS0	FTMDFLXARS0	Bowling Green	Fort Meade	\$197.44	\$4,651.84			
D0158	D1158	158	BWLGFLXARS0	WCHLFLXADS0	Bowling Green	Wauchula	\$299.95	\$6,645.69			
D0004	D1004	4	BWLGFLXARS0	ZLSPFLXARS0	Bowling Green	Zolfo Springs	\$299.95	\$6,645.69			
D0433	D1433	433	CFVFLXADS0	PANCFLEXARS0	Crawfordville	Panacea	\$299.95	\$6,645.69			
D0798	D1798	798	CFVFLXADS0	SPCPFLXADS0	Crawfordville	Sopchoppy	\$56.36	\$701.48			
D0237	D1237	237	CFVFLXADS0	STMKFLXARS0	Crawfordville	St. Marks	\$86.96	\$1,558.31			
D0432	D1432	432	CFVFLXADS0	TLHSFLXADS0	Crawfordville	Calhoun	\$53.89	\$632.28			
D0367	D1367	367	CHLKFLXARS0	GNVFLXARS0	Cherry Lake	Greenville	\$86.96	\$1,558.31			
D0801	D1801	801	CHLKFLXARS0	LEE FLXARS0	Cherry Lake	Lee	\$313.71	\$6,154.53			
D0794	D1794	794	CHLKFLXARS0	MDSNFLXADS0	Cherry Lake	Madison	\$109.37	\$1,309.34			
D0357	D1357	357	CHSWFLXARS0	CRRVFLXADS0	Chassahowitzka	Crystal River	\$58.83	\$770.68			
D0115	D1115	115	CHSWFLXARS0	HMSPFLEXARS0	Chassahowitzka	Homosassa Springs	\$329.78	\$6,604.32			
D0358	D1358	358	CHSWFLXARS0	INVRFLXADS0	Chassahowitzka	Inverness	\$329.78	\$6,604.32			
D0225	D1225	225	CLMTFLXADS0	CRRVFLXADS0	Clermont	Crystal River	\$329.78	\$6,604.32			
D0165	D1165	165	CLMTFLXADS0	ESTSFLXARS0	Clermont	Eustis	\$279.60	\$6,075.83			
D0271	D1271	271	CLMTFLXADS0	GVLDLFLXARS0	Clermont	Groveland	\$104.40	\$2,046.76			
D0791	D1791	791	CLMTFLXADS0	HOWYFLXARS0	Clermont	Howey-in-the-Hills	\$197.44	\$4,651.84			
D0168	D1168	168	CLMTFLXADS0	KSSMFLXCDS1	Clermont	Reedy Creek	\$166.07	\$2,896.81			
D0333	D1333	333	CLMTFLXADS0	LDLFLXARS0	Clermont	Lady Lake	\$67.77	\$1,021.01			
D0166	D1166	166	CLMTFLXADS0	LSBGFLXADS1	Clermont	Leesburg	\$206.04	\$4,016.19			
D0167	D1167	167	CLMTFLXADS0	MTDRFLXARS0	Clermont	Mt. Dora	\$104.40	\$2,046.76			
D0147	D1147	147	CLMTFLXADS0	MTLDFLXADS1	Clermont	Maitland	\$104.40	\$2,046.76			
D0685	D1685	685	CLMTFLXADS0	MTVFLXARS0	Clermont	Montverde	\$70.37	ICB			
D0116	D1116	116	CLMTFLXADS0	OCALFLXADS0	Clermont	Ocala	\$158.36	\$2,681.08			
D0169	D1169	169	CLMTFLXADS0	TVRSFLXADS0	Clermont	Tavares	\$197.44	\$4,651.84			
D0334	D1334	334	CLMTFLXADS0	UMTFLXARS0	Clermont	Umatilla	\$104.40	\$2,046.76			
							\$188.54	\$2,966.01			

DEDICATED TRANSPORT RATE SUMMARY										FLORIDA	
Key Codes		Rate Band	Route (CLI to CLI)		Route (Exchange to Exchange)		Non-Impaired Routes	Dedicated DS1 Rate	Dedicated DS3 Rate		
DS1	DS3		Originating	Terminating	Originating	Terminating					
** Routes meet the FCC TRRO non-impaired threshold criteria for DS1 and DS3.											
*** Routes meet the FCC TRRO non-impaired threshold criteria for DS3 only.											
D0320	D1320	320	CLMTFLXADS0	WNRFLXARS0	Clermont	Windermere					
D0170	D1170	170	CLMTFLXADS0	WNGRFLXADS0	Clermont	Winter Garden	\$194.41	\$3,690.55			
D0141	D1141	141	CLMTFLXADS0	WNPFLXADS1	Clermont	Winter Park	\$188.96	\$3,537.91			
D0821	D1821	821	CLTNFLXARS0	CYLKFLXADS0	Clewiston	Cypress Lake	\$303.08	ICB			
D0452	D1452	452	CLTNFLXARS0	FTMYFLXADS0	Clewiston	Fort Myers	\$447.53	\$9,901.37			
D0283	D1283	283	CLTNFLXARS0	LBLLFLXADS0	Clewiston	LaBelle	\$296.39	\$6,545.96			
D0427	D1427	427	CLTNFLXARS0	MRHNFLXARS0	Clewiston	Moore Haven	\$100.99	\$1,951.11			
D0261	D1261	261	CPCRFLXADS0	CPCRFLXBDS1	Cape Coral	North Cape Coral	\$100.99	\$1,951.11			
D0647	D1647	647	CPCRFLXADS0	CYLKFLXADS0	Cape Coral	Cypress Lake	\$66.82	\$994.55			
D0820	D1820	820	CPCRFLXADS0	CYLKFLXBRS0	Cape Coral	Regional Airport	\$66.82	\$994.55			
D0308	D1308	308	CPCRFLXADS0	FTMBFLXADS0	Cape Coral	Fort Myers Beach	\$139.39	\$2,149.89			
D0146	D1146	146	CPCRFLXADS0	FTMYFLXADS0	Cape Coral	Fort Myers	\$168.76	\$2,972.12			
D0260	D1260	260	CPCRFLXADS0	FTMYFLXBDS0	Cape Coral	East Fort Myers	\$66.82	\$994.55			
D0070	D1070	70	CPCRFLXADS0	FTMYFLXCDS2	Cape Coral	South Fort Myers	\$243.11	\$5,054.15			
D0421	D1421	421	CPCRFLXADS0	LHACFLXADS0	Cape Coral	Lehigh Acres	\$66.82	\$994.55			
D0262	D1262	262	CPCRFLXADS0	NFMYFLXADS0	Cape Coral	North Fort Myers	\$243.11	\$5,054.15			
D0422	D1422	422	CPCRFLXADS0	PNGRFLXADS1	Cape Coral	Punta Gorda	\$66.82	\$994.55			
D0309	D1309	309	CPCRFLXADS0	PNISFLXADS0	Cape Coral	Pine Island	\$308.02	\$6,871.60			
D0310	D1310	310	CPCRFLXADS0	SNISFLXADS0	Cape Coral	Sanibel-Captiva Islands	\$168.76	\$2,972.12			
D0263	D1263	263	CPCRFLXBDS1	CYLKFLXADS0	North Cape Coral	Cypress Lake	\$168.76	\$2,972.12			
D0420	D1420	420	CPCRFLXBDS1	CYLKFLXBRS0	North Cape Coral	Regional Airport	\$66.82	\$994.55			
D0311	D1311	311	CPCRFLXBDS1	FTMBFLXADS0	North Cape Coral	Fort Myers Beach	\$139.39	\$2,149.89			
D0266	D1266	266	CPCRFLXBDS1	FTMYFLXADS0	North Cape Coral	Fort Myers	\$168.76	\$2,972.12			
D0264	D1264	264	CPCRFLXBDS1	FTMYFLXBDS0	North Cape Coral	East Fort Myers	\$66.82	\$994.55			
D0495	D1495	495	CPCRFLXBDS1	LHACFLXADS0	North Cape Coral	Lehigh Acres	\$243.11	\$5,054.15			
D0268	D1268	268	CPCRFLXBDS1	NFMYFLXADS0	North Cape Coral	North Fort Myers	\$243.11	\$5,054.15			
D0844	D1844	844	CPCRFLXBDS1	NPLSFLXDDS0	North Cape Coral	Napies Moorings	\$66.82	\$994.55			
D0506	D1506	506	CPCRFLXBDS1	PNGRFLXADS1	North Cape Coral	Punta Gorda	\$217.96	\$4,349.96			
D0312	D1312	312	CPCRFLXBDS1	PNISFLXADS0	North Cape Coral	Pine Island	\$308.02	\$6,871.60			
D0313	D1313	313	CPCRFLXBDS1	SNISFLXADS0	North Cape Coral	Sanibel-Captiva Islands	\$168.76	\$2,972.12			
D0424	D1424	424	CPHZFLXADS0	PNGRFLXADS1	Cape Haze	Punta Gorda	\$168.76	\$2,972.12			
D0423	D1423	423	CPHZFLXADS0	PTCTFLXADS0	Cape Haze	Port Charlotte	\$306.06	\$6,816.65			
D0316	D1316	316	CRRVFLXADS0	HMSPFLEXARS0	Crystal River	Homosassa Springs	\$64.86	\$939.60			
D0317	D1317	317	CRRVFLXADS0	INVRFLXADS0	Crystal River	Inverness	\$82.16	\$1,423.98			
D0481	D1481	481	CRRVFLXADS0	LDLKFLXARS0	Crystal River	Lady Lake	\$82.16	\$1,423.98			
D0434	D1434	434	CRVWFLXADS0	DESTFLXADS0	Crestview	Destin	\$298.57	ICB			
D0008	D1008	8	CRVWFLXADS0	DFSPFLXADS0	Crestview	DeFuniak Springs	\$151.57	\$3,367.62			
D0795	D1795	795	CRVWFLXADS0	FTWBFLXADS0	Crestview	Fort Walton Beach	\$151.57	\$3,367.62			
D0435	D1435	435	CRVWFLXADS0	SHLMFLXADS0	Crestview	Shalimar	\$151.57	\$3,367.62			
D0436	D1436	436	CRVWFLXADS0	VLPRFLXADS0	Crestview	Valparaiso-Niceville	\$206.26	\$4,022.29			
D0163	D1163	163	CSLBFLXADS1	GLRDFLXADS0	Casselberry	Goldenrod	\$151.57	\$3,367.62			
D0839	D1839	839	CSLBFLXADS1	KSSMFLXADS0	Casselberry	Kissimmee	\$63.04	\$888.72			
D0787	D1787	787	CSLBFLXADS1	KSSMFLXCDS1	Casselberry	Reedy Creek	\$184.24	\$3,405.62			
D0247	D1247	247	CSLBFLXADS1	LKBRFLXADS1	Casselberry	Lake Brantley	\$252.01	\$4,426.63			
D0248	D1248	248	CSLBFLXADS1	MTLDFLXADS1	Casselberry	Mailland	\$133.94	\$1,997.25			
D0696	D1696	696	CSLBFLXADS1	MTVRFLEXARS0	Casselberry	Montverde	\$133.94	\$1,997.25			
D0319	D1319	319	CSLBFLXADS1	WNRFLXARS0	Casselberry	Windermere	\$238.20	\$4,039.94			
D0249	D1249	249	CSLBFLXADS1	WNGRFLXADS0	Casselberry	Winter Garden	\$189.69	\$3,558.26			
D0164	D1164	164	CSLBFLXADS1	WNPFLXADS1	Casselberry	Winter Park	\$184.24	\$3,405.62			
D0428	D1428	428	CTDLFLXARS0	GDRGFLXADS0	Cottdale	Grand Ridge	\$63.04	\$888.72			
D0429	D1429	429	CTDLFLXARS0	GNWDFLXARS0	Cottdale	Greenwood	\$138.45	\$2,123.43			
D0430	D1430	430	CTDLFLXARS0	MALNFLXARS0	Cottdale	Malone	\$134.30	\$2,007.42			
D0171	D1171	171	CTDLFLXARS0	MRNDFLXADS0	Cottdale	Marianna	\$134.30	\$2,007.42			
D0431	D1431	431	CTDLFLXARS0	SNSDFLXARS0	Cottdale	Sneads	\$77.29	\$1,287.63			
D0058	D1058	58	CYLKFLXADS0	CYLKFLXBRS0	Cypress Lake	Regional Airport	\$138.45	\$2,123.43			
D0056	D1056	56	CYLKFLXADS0	FTMBFLXADS0	Cypress Lake	Fort Myers Beach	\$174.50	\$3,132.90			
D0066	D1066	66	CYLKFLXADS0	FTMYFLXADS0	Cypress Lake	Fort Myers	\$101.93	\$1,977.56			
D0560	D1560	560	CYLKFLXADS0	FTMYFLXBDS0	Cypress Lake	East Fort Myers	\$176.29	\$4,059.59			
D0172	D1172	172	CYLKFLXADS0	FTMYFLXCDS2	Cypress Lake	South Fort Myers	\$176.29	\$4,059.59			
D0822	D1822	822	CYLKFLXADS0	IMKFLXARS0	Cypress Lake	Immokaiee	\$101.93	\$1,977.56			
D0173	D1173	173	CYLKFLXADS0	LHACFLXADS0	Cypress Lake	Lehigh Acres	\$151.14	\$3,355.41			
D0823	D1823	823	CYLKFLXADS0	MOISFLXADS0	Cypress Lake	Marco Island	\$176.29	\$4,059.59			
D0824	D1824	824	CYLKFLXADS0	MRHNFLXARS0	Cypress Lake	Marianna	\$223.70	\$4,510.74			
D0059	D1059	59	CYLKFLXADS0	NFMYFLXADS0	Cypress Lake	North Fort Myers	\$308.02	\$6,871.60			
D0060	D1060	60	CYLKFLXADS0	PNISFLXADS0	Cypress Lake	Pine Island	\$101.93	\$1,977.56			
D0061	D1061	61	CYLKFLXADS0	SNISFLXADS0	Cypress Lake	Sanibel-Captiva Islands	\$101.93	\$1,977.56			
D0764	D1764	764	CYLKFLXBRS0	FTMYFLXADS0	Regional Airport	Fort Myers	\$101.93	\$1,977.56			
D0449	D1449	449	CYLKFLXBRS0	FTMYFLXBDS0	Regional Airport	East Fort Myers	\$72.57	ICB			
D0219	D1219	219	CYLKFLXBRS0	FTMYFLXCDS2	Regional Airport	South Fort Myers	\$248.85	\$5,214.93			
D0509	D1509	509	CYLKFLXBRS0	NNPLFLXADS1	Regional Airport	North Naples	\$174.50	\$3,132.90			
D0842	D1842	842	DDCYFLXADS1	INVRFLXADS0	Dade City	Inverness	\$160.06	ICB			
D0175	D1175	175	DDCYFLXADS1	SNANFLXARS0	Dade City	San Antonio	\$197.44	\$4,651.84			
							\$63.34	\$896.86			

DEDICATED TRANSPORT RATE SUMMARY										FLORIDA
Key Codes		Rate Band	Route (GLLJ to GLLJ)		Route (Exchange to Exchange)		Non-impaired Routes	Dedicated DS1 Rate	Dedicated DS3 Rate	
DS1	DS3		Originating	Terminating	Originating	Terminating				
** Routes meet the FCC TRRO non-impaired threshold criteria for DS1 and DS3.										
*** Routes meet the FCC TRRO non-impaired threshold criteria for DS3 only.										
D0176	D1176	176	DDCYFLXADS1	TLCHFLXARS0	Dade City	Trilacoochee		\$63.34	\$896.86	
D0445	D1445	445	DESTFLXADS0	DFSPFLXADS0	Destin	DeFuniak Springs		\$151.57	\$3,367.62	
D0446	D1446	446	DESTFLXADS0	FRPTFLXARS0	Destin	Freeport		\$151.57	\$3,367.62	
D0178	D1178	178	DESTFLXADS0	FTWBFLXADS0	Destin	Fort Walton Beach		\$151.57	\$3,367.62	
D0447	D1447	447	DESTFLXADS0	GLDLFLXARS0	Destin	Glendale		\$205.68	\$4,006.01	
D0448	D1448	448	DESTFLXADS0	PNLNFLXARS0	Destin	Ponce de Leon		\$205.53	\$4,001.94	
D0079	D1079	79	DESTFLXADS0	SGBHFLXARS0	Destin	Seagrove Beach		\$151.57	\$3,367.62	
D0180	D1180	180	DESTFLXADS0	SHLMFLXADS0	Destin	Shalimar		\$206.26	\$4,022.29	
D0179	D1179	179	DESTFLXADS0	SNRSFLXARS0	Destin	Santa Rosa Beach		\$151.57	\$3,367.62	
D0181	D1181	181	DESTFLXADS0	VLPFLXADS0	Destin	Valpariso-Niceville		\$151.57	\$3,367.62	
D0177	D1177	177	DFSPFLXADS0	FRPTFLXARS0	DeFuniak Springs	Freeport		\$151.57	\$3,367.62	
D0438	D1438	438	DFSPFLXADS0	FTWBFLXADS0	DeFuniak Springs	Fort Walton Beach		\$151.57	\$3,367.62	
D0238	D1238	238	DFSPFLXADS0	GLDLFLXARS0	DeFuniak Springs	Glendale		\$54.10	\$638.38	
D0239	D1239	239	DFSPFLXADS0	PNLNFLXARS0	DeFuniak Springs	Ponce de Leon		\$53.96	\$634.32	
D0439	D1439	439	DFSPFLXADS0	RYHFLXARS0	DeFuniak Springs	Reynolds Hill		\$218.64	\$3,492.47	
D0441	D1441	441	DFSPFLXADS0	SGBHFLXARS0	DeFuniak Springs	Seagrove Beach		\$151.57	\$3,367.62	
D0442	D1442	442	DFSPFLXADS0	SHLMFLXADS0	DeFuniak Springs	Shalimar		\$206.26	\$4,022.29	
D0440	D1440	440	DFSPFLXADS0	SNRSFLXARS0	DeFuniak Springs	Santa Rosa Beach		\$151.57	\$3,367.62	
D0443	D1443	443	DFSPFLXADS0	VLPFLXADS0	DeFuniak Springs	Valpariso-Niceville		\$151.57	\$3,367.62	
D0444	D1444	444	DFSPFLXADS0	WSTVFLXARS0	DeFuniak Springs	Westville		\$167.81	\$2,945.66	
D0789	D1789	789	ESTSFLXARS0	GVLDFLXARS0	Eustis	Groveland		\$301.84	\$6,698.60	
D0343	D1343	343	ESTSFLXARS0	HOWYFLXARS0	Eustis	Howey-in-the-Hills		\$162.14	\$2,786.91	
D0296	D1296	296	ESTSFLXARS0	LDLFLXARS0	Eustis	Lady Lake		\$202.12	\$3,906.28	
D0185	D1185	185	ESTSFLXARS0	LSBGFLXADS1	Eustis	Leesburg		\$104.40	\$2,046.76	
D0186	D1186	186	ESTSFLXARS0	MTDRFLXARS0	Eustis	Mt. Dora		\$104.40	\$2,046.76	
D0344	D1344	344	ESTSFLXARS0	MTVRFLXARS0	Eustis	Montverde		\$158.36	\$2,681.08	
D0512	D1512	512	ESTSFLXARS0	OKLWFLXADS0	Eustis	Ocklawaha		\$380.29	\$8,018.79	
D0187	D1187	187	ESTSFLXARS0	TVRSFLXADS0	Eustis	Tavares		\$104.40	\$2,046.76	
D0188	D1188	188	ESTSFLXARS0	UMTLFLXARS0	Eustis	Umatilla		\$168.54	\$2,966.01	
D0826	D1826	826	ESTSFLXARS0	WNGRFLXADS0	Eustis	Winter Garden		\$104.40	\$2,046.76	
D0828	D1828	828	EVGRFLXARS0	FTMYFLXCDS2	Everglades	South Fort Myers		\$243.11	\$5,054.15	
D0827	D1827	827	EVGRFLXARS0	MOISFLXADS0	Everglades	Marco Island		\$176.29	\$4,059.59	
D0450	D1450	450	EVGRFLXARS0	NPLSFLXCDS0	Everglades	Naples Southeast		\$176.29	\$4,059.59	
D0456	D1456	456	FRPTFLXARS0	FTWBFLXADS0	Freeport	Fort Walton Beach		\$151.57	\$3,367.62	
D0458	D1458	458	FRPTFLXARS0	GLDLFLXARS0	Freeport	Glendale		\$205.68	\$4,006.01	
D0459	D1459	459	FRPTFLXARS0	PNLNFLXARS0	Freeport	Ponce de Leon		\$205.53	\$4,001.94	
D0461	D1461	461	FRPTFLXARS0	SGBHFLXARS0	Freeport	Seagrove Beach		\$151.57	\$3,367.62	
D0460	D1460	460	FRPTFLXARS0	SNRSFLXARS0	Freeport	Santa Rosa Beach		\$151.57	\$3,367.62	
D0462	D1462	462	FRPTFLXARS0	VLPFLXADS0	Freeport	Valpariso-Niceville		\$151.57	\$3,367.62	
D0068	D1068	68	FTMBFLXADS0	FTMYFLXADS0	Fort Myers Beach	Fort Myers		\$101.93	\$1,977.56	
D0062	D1062	62	FTMBFLXADS0	FTMYFLXBDS0	Fort Myers Beach	East Fort Myers		\$278.22	\$6,037.16	
D0078	D1078	78	FTMBFLXADS0	NFMYFLXADS0	Fort Myers Beach	North Fort Myers		\$101.93	\$1,977.56	
D0455	D1455	455	FTMBFLXADS0	NNPLFLXADS1	Fort Myers Beach	North Naples		\$278.22	\$6,037.16	
D0454	D1454	454	FTMBFLXADS0	NPLSFLXCDS0	Fort Myers Beach	Naples Southeast		\$278.22	\$6,037.16	
D0081	D1081	81	FTMBFLXADS0	PNISFLXADS0	Fort Myers Beach	Pine Island		\$101.93	\$1,977.56	
D0082	D1082	82	FTMBFLXADS0	SNISFLXADS0	Fort Myers Beach	Sanibel-Captiva Islands		\$101.93	\$1,977.56	
D0829	D1829	829	FTMDFLXARS0	SBNGFLXADS1	Fort Meade	Sebring		\$254.16	\$5,363.50	
D0182	D1182	182	FTMYFLXADS0	FTMYFLXBDS0	Fort Myers	East Fort Myers		\$176.29	\$4,059.59	
D0066	D1066	66	FTMYFLXADS0	FTMYFLXCDS2	Fort Myers	South Fort Myers		\$66.82	\$994.55	
D0453	D1453	453	FTMYFLXADS0	IMKLFLXARS0	Fort Myers	Immokalee		\$176.29	\$4,059.59	
D0089	D1089	89	FTMYFLXADS0	LBLFLXADS0	Fort Myers	LaBelle		\$241.19	\$5,877.04	
D0189	D1189	189	FTMYFLXADS0	LHACFLXADS0	Fort Myers	Lehigh Acres		\$176.29	\$4,059.59	
D0267	D1267	267	FTMYFLXADS0	NFMYFLXADS0	Fort Myers	North Fort Myers		\$101.93	\$1,977.56	
D0138	D1138	138	FTMYFLXADS0	NFMYFLXBRS0	Fort Myers	Suncoast		\$150.29	\$2,455.17	
D0382	D1382	382	FTMYFLXADS0	NNPLFLXADS1	Fort Myers	North Naples		\$176.29	\$4,059.59	
D0121	D1121	121	FTMYFLXADS0	NPLSFLXCDS0	Fort Myers	Naples Southeast		\$176.29	\$4,059.59	
D0301	D1301	301	FTMYFLXADS0	NPLSFLXDDS0	Fort Myers	Naples Moorings		\$176.29	\$4,668.53	
D0381	D1381	381	FTMYFLXADS0	OKCBFLXADS0	Fort Myers	Okeechobee		\$241.19	\$5,877.04	
D0378	D1378	378	FTMYFLXADS0	PNGRFLXADS1	Fort Myers	Punta Gorda		\$241.19	\$5,877.04	
D0074	D1074	74	FTMYFLXADS0	PNISFLXADS0	Fort Myers	Pine Island		\$101.93	\$1,977.56	
D0765	D1765	765	FTMYFLXADS0	PTCTFLXADS0	Fort Myers	Port Charlotte		\$195.40	\$4,594.86	
D0380	D1380	380	FTMYFLXADS0	SBNGFLXADS1	Fort Myers	Sebring		\$195.40	\$4,594.86	
D0088	D1088	88	FTMYFLXADS0	SCPFLXARS0	Fort Myers	San Carlos Park/Cypress Lake		\$66.82	\$994.55	
D0077	D1077	77	FTMYFLXADS0	SNISFLXADS0	Fort Myers	Sanibel-Captiva Islands		\$101.93	\$1,977.56	
D0184	D1184	184	FTMYFLXBDS0	FTMYFLXCDS2	East Fort Myers	South Fort Myers		\$278.22	\$6,037.16	
D0183	D1183	183	FTMYFLXBDS0	LHACFLXADS0	East Fort Myers	Lehigh Acres		\$176.29	\$4,059.59	
D0265	D1265	265	FTMYFLXBDS0	NFMYFLXADS0	East Fort Myers	North Fort Myers		\$278.22	\$6,037.16	
D0825	D1825	825	FTMYFLXBDS0	NPLSFLXDDS0	East Fort Myers	Naples Moorings		\$151.14	\$3,355.41	
D0063	D1063	63	FTMYFLXBDS0	PNISFLXADS0	East Fort Myers	Pine Island		\$278.22	\$6,037.16	
D0064	D1064	64	FTMYFLXBDS0	SNISFLXADS0	East Fort Myers	Sanibel-Captiva Islands		\$278.22	\$6,037.16	
D0134	D1134	134	FTMYFLXCDS2	LHACFLXADS0	South Fort Myers	Lehigh Acres		\$94.45	ICB	
D0752	D1752	752	FTMYFLXCDS2	NNPLFLXADS1	South Fort Myers	North Naples		\$243.11	\$5,054.15	

DEDICATED TRANSPORT RATE SUMMARY										FLORIDA	
Key Codes		Rate Band	Routes (CLI to CLI)		Routes (Exchange to Exchange)		Non-Impaired Routes	Dedicated DS1 Rate	Dedicated DS3 Rate		
DS1	DS3		Originating	Terminating	Originating	Terminating					
** Routes meet the FCC TRRO non-impaired threshold criteria for DS1 and DS3.											
*** Routes meet the FCC TRRO non-impaired threshold criteria for DS3 only.											
D0072	D1072	72	FTMYFLXCDS2	PTCTFLXADS0	South Fort Myers	Port Charlotte		\$109.11	ICB		
D0009	D1009	9	FTMYFLXCDS2	NPLSFLXDDS0	South Fort Myers	Naples Moorings		\$217.96	\$4,349.96		
D0128	D1128	128	FTMYFLXCDS2	SNISFLXADS0	South Fort Myers	Sanibel-Captiva Islands		\$130.73	ICB		
D0457	D1457	457	FTWBFLXADS0	SGBHFLXARS0	Fort Walton Beach	Seagrove Beach		\$206.26	\$4,022.29		
D0190	D1190	190	FTWBFLXADS0	SHLMFLXADS0	Fort Walton Beach	Shalimar		\$151.57	\$3,367.62		
D0290	D1290	290	FTWBFLXADS0	SNRSFLXARS0	Fort Walton Beach	Santa Rosa Beach		\$206.26	\$4,022.29		
D0191	D1191	191	FTWBFLXADS0	VLPFRFLXADS0	Fort Walton Beach	Valparaiso-Niceville		\$151.57	\$3,367.62		
D0468	D1468	468	GDRGFLXADS0	GNWDFLXARS0	Grand Ridge	Greenwood		\$118.17	\$1,555.61		
D0469	D1469	469	GDRGFLXADS0	MALNFLXARS0	Grand Ridge	Malone		\$118.17	\$1,555.61		
D0200	D1200	200	GDRGFLXADS0	MRNNFLXADS0	Grand Ridge	Marianna		\$61.15	\$835.81		
D0201	D1201	201	GDRGFLXADS0	SNDSFLXARS0	Grand Ridge	Sneads		\$61.15	\$835.81		
D0463	D1463	463	GLDLFLXARS0	PNLNFLXARS0	Glendale	Ponce de Leon		\$108.06	\$1,272.71		
D0465	D1465	465	GLDLFLXARS0	SGBHFLXARS0	Glendale	Seagrove Beach		\$205.68	\$4,006.01		
D0464	D1464	464	GLDLFLXARS0	SNRSFLXARS0	Glendale	Santa Rosa Beach		\$205.68	\$4,006.01		
D0466	D1466	466	GLDLFLXARS0	VLPFRFLXADS0	Glendale	Valparaiso-Niceville		\$205.68	\$4,006.01		
D0195	D1195	195	GLGCFLXADS0	MOISFLXADS0	Golden Gate	Marco Island		\$176.29	\$4,059.59		
D0199	D1199	199	GLGCFLXADS0	NNPLFLXADS1	Golden Gate	North Naples		\$176.29	\$4,059.59		
D0196	D1196	196	GLGCFLXADS0	NPLSFLXCDS0	Golden Gate	Naples Southeast		\$176.29	\$4,059.59		
D0562	D1562	562	GLGCFLXADS0	NPLSFLXDDS0	Golden Gate	Naples Moorings		\$176.29	\$4,059.59		
D0388	D1388	388	GLRDFLXADS0	KSSMFLXADS0	Goldenrod	Kissimmee		\$184.24	\$3,405.62		
D0321	D1321	321	GLRDFLXADS0	KSSMFLXCDS1	Goldenrod	Reedy Creek		\$252.01	\$4,426.63		
D0250	D1250	250	GLRDFLXADS0	LKBRFLXADS1	Goldenrod	Lake Brantley	***	\$133.94	\$2,296.84		
D0251	D1251	251	GLRDFLXADS0	MTLDFLXADS1	Goldenrod	Maitland	***	\$133.94	\$2,296.84		
D0697	D1697	697	GLRDFLXADS0	MTVRFLXARS0	Goldenrod	Montverde		\$238.20	\$4,039.94		
D0322	D1322	322	GLRDFLXADS0	WNRDFLXARS0	Goldenrod	Windermere		\$189.69	\$3,558.26		
D0252	D1252	252	GLRDFLXADS0	WNGRFLXADS0	Goldenrod	Winter Garden		\$184.24	\$3,405.62		
D0384	D1384	384	GLRDFLXADS0	WNPKFLXADS1	Goldenrod	Winter Park	***	\$63.04	\$1,022.03		
D0769	D1769	769	GLRDFLXADS0	WNPKFLXE03T	Goldenrod	Winter Park Toll Center		\$133.94	\$1,997.25		
D0323	D1323	323	GNVFLXARS0	LEE FLXARS0	Greenville	Lee		\$305.43	\$5,922.52		
D0240	D1240	240	GNVFLXARS0	MDSNFLXADS0	Greenville	Madison		\$254.89	\$5,383.85		
D0273	D1273	273	GNVFLXARS0	MNTIFLXADS0	Greenville	Monticello		\$254.89	\$5,383.85		
D0272	D1272	272	GNVFLXARS0	TLHSFLXADS0	Greenville	Calhoun		\$254.89	\$5,383.85		
D0202	D1202	202	GNWDFLXARS0	MALNFLXARS0	Greenwood	Malone		\$57.01	\$719.80		
D0203	D1203	203	GNWDFLXARS0	MRNNFLXADS0	Greenwood	Marianna		\$57.01	\$719.80		
D0470	D1470	470	GNWDFLXARS0	SNDSFLXARS0	Greenwood	Sneads		\$118.17	\$1,555.61		
D0796	D1796	796	GVLDFLXARS0	HOWYFLXARS0	Groveland	Howey-in-the-Hills		\$255.18	\$5,391.99		
D0336	D1336	336	GVLDFLXARS0	LDLKFLXARS0	Groveland	Lady Lake		\$403.48	\$8,668.03		
D0274	D1274	274	GVLDFLXARS0	LSBGFLXADS1	Groveland	Leesburg		\$197.44	\$4,651.84		
D0325	D1325	325	GVLDFLXARS0	MTDRFLXARS0	Groveland	Mt. Dora		\$301.84	\$6,698.60		
D0800	D1800	800	GVLDFLXARS0	MTVRFLXARS0	Groveland	Montverde		\$355.80	\$7,332.92		
D0326	D1326	326	GVLDFLXARS0	TVRSFLXADS0	Groveland	Tavares		\$301.84	\$6,698.60		
D0363	D1363	363	GVLDFLXARS0	UMTLFLXARS0	Groveland	Umatilla		\$365.97	\$7,617.85		
D0472	D1472	472	GVLDFLXARS0	WNRDFLXARS0	Groveland	Windermere		\$432.41	\$9,478.04		
D0473	D1473	473	GVLDFLXARS0	WNGRFLXADS0	Groveland	Winter Garden		\$305.76	\$6,808.51		
D0111	D1111	111	GVLDFLXARS0	WNPKFLXADS1	Groveland	Winter Park		\$426.96	\$9,325.40		
D0318	D1318	318	HMSPLXARS0	INVRFLXADS0	Homosassa Springs	Inverness		\$82.16	\$1,423.98		
D0353	D1353	353	HOWYFLXARS0	LDLKFLXARS0	Howey-In-The-Hills	Lady Lake		\$263.78	\$4,756.34		
D0345	D1345	345	HOWYFLXARS0	LSBGFLXADS1	Howey-In-The-Hills	Leesburg		\$57.74	\$740.15		
D0346	D1346	346	HOWYFLXARS0	MTDRFLXARS0	Howey-In-The-Hills	Mt. Dora		\$162.14	\$2,786.91		
D0802	D1802	802	HOWYFLXARS0	MTVRFLXARS0	Howey-In-The-Hills	Montverde		\$216.10	\$3,421.23		
D0347	D1347	347	HOWYFLXARS0	TVRSFLXADS0	Howey-In-The-Hills	Tavares		\$162.14	\$2,786.91		
D0366	D1366	366	HOWYFLXARS0	UMTLFLXARS0	Howey-In-The-Hills	Umatilla		\$226.28	\$3,706.16		
D0477	D1477	477	HOWYFLXARS0	WLWDFLXARS0	Howey-In-The-Hills	Wildwood		\$155.45	\$2,599.67		
D0478	D1478	478	IMKFLXARS0	LBLLFLXADS0	Immokalee	LaBelle		\$417.48	\$9,936.64		
D0479	D1479	479	IMKFLXARS0	NPLSFLXCDS0	Immokalee	Naples Southeast		\$176.29	\$4,059.59		
D0661	D1661	661	IMKFLXARS0	NPLSFLXDDS0	Immokalee	Naples Moorings		\$151.14	\$3,355.41		
D0075	D1075	75	INVRFLXADS0	OGALFLXADS0	Inverness	Ocala		\$197.44	\$4,651.84		
D0340	D1340	340	KGLKFLXARS0	LWTFYFLXARS0	Kingsley Lake	Lawley		\$58.32	\$756.43		
D0341	D1341	341	KGLKFLXARS0	STRKFLXADS0	Kingsley Lake	Starke		\$58.32	\$756.43		
D0275	D1275	275	KNVFLXARS0	KSSMFLXADS0	Kenansville	Kissimmee		\$211.83	\$5,054.82		
D0788	D1788	788	KNVFLXARS0	KSSMFLXBDS1	Kenansville	West Kissimmee		\$333.02	\$7,571.71		
D0276	D1276	276	KNVFLXARS0	STCDFLXARS0	Kenansville	St. Cloud		\$211.83	\$5,054.82		
D0085	D1085	85	KSSMFLXADS0	KSSMFLXBDS1	Kissimmee	West Kissimmee		\$121.19	\$2,516.90		
D0480	D1480	480	KSSMFLXADS0	KSSMFLXCDS1	Kissimmee	Reedy Creek		\$188.96	\$3,537.91		
D0114	D1114	114	KSSMFLXADS0	KSSMFLXDRS0	Kissimmee	Buenaventura Lakes		\$146.32	\$2,782.18		
D0133	D1133	133	KSSMFLXADS0	LKBRFLXADS1	Kissimmee	Lake Brantley		\$192.09	\$3,625.42		
D0841	D1841	841	KSSMFLXADS0	LSBGFLXADS1	Kissimmee	Leesburg		\$225.59	\$4,563.66		
D0277	D1277	277	KSSMFLXADS0	STCDFLZARS0	Kissimmee	St. Cloud		\$211.83	\$5,054.82		
D0830	D1830	830	KSSMFLXADS0	WNGRFLXADS0	Kissimmee	Winter Garden		\$57.79	ICB		
D0094	D1094	94	KSSMFLXADS0	WNPKFLXADS1	Kissimmee	Winter Park		\$121.19	\$2,516.90		
D0772	D1772	772	KSSMFLXADS0	WNPKFLXE03T	Kissimmee	Winter Park Toll Center		\$184.24	\$3,405.62		
D0230	D1230	230	KSSMFLXBDS1	KSSMFLXCDS1	West Kissimmee	Reedy Creek		\$67.77	\$1,021.01		

DEDICATED TRANSPORT RATE SUMMARY										FLORIDA
Key Codes		Rate Band	Route (CLI to CLI)		Route (Exchange to Exchange)		Non-Impaired Routes	Dedicated DS1 Rate	Dedicated DS3 Rate	
DS1	DS3		Originating	Terminating	Originating	Terminating				
** Routes meet the FCC TRRO non-impaired threshold criteria for DS1 and DS3.										
*** Routes meet the FCC TRRO non-impaired threshold criteria for DS3 only.										
D0083	D1083	83	KSSMFLXBDS1	KSSMFLXDRS0	West Kissimmee	Buenaventura Lakes		\$170.64	\$3,025.03	
D0109	D1109	109	KSSMFLXBDS1	LKBRFLXADS1	West Kissimmee	Lake Brantley		\$192.09	\$3,625.42	
D0776	D1776	776	KSSMFLXBDS1	MTLDFLXADS1	West Kissimmee	Maitland		\$192.09	\$3,625.42	
D0110	D1110	110	KSSMFLXBDS1	STCDFLXARS0	West Kissimmee	St. Cloud		\$121.19	\$2,516.90	
D0084	D1084	84	KSSMFLXBDS1	WNRFLXARS0	West Kissimmee	Windermere		\$58.38	ICB	
D0095	D1095	95	KSSMFLXBDS1	WNPKFLXADS1	West Kissimmee	Winter Park		\$121.19	\$2,516.90	
D0773	D1773	773	KSSMFLXBDS1	WNPKFLXE03T	West Kissimmee	Winter Park Toll Center		\$184.24	\$3,405.62	
D0304	D1304	304	KSSMFLXCDS1	LKBRFLXADS1	Reedy Creek	Lake Brantley		\$259.86	\$4,646.43	
D0306	D1306	306	KSSMFLXCDS1	MTLDFLXADS1	Reedy Creek	Maitland		\$259.86	\$4,646.43	
D0799	D1799	799	KSSMFLXCDS1	MTVRFLEXARS0	Reedy Creek	Montverde		\$230.06	\$3,811.99	
D0294	D1294	294	KSSMFLXCDS1	WNRFLXARS0	Reedy Creek	Windermere		\$194.41	\$3,690.55	
D0218	D1218	218	KSSMFLXCDS1	WNGRFLXADS0	Reedy Creek	Winter Garden		\$188.96	\$3,537.91	
D0255	D1255	255	KSSMFLXCDS1	WNPKFLXADS1	Reedy Creek	Winter Park		\$188.96	\$3,537.91	
D0149	D1149	149	KSSMFLXDRS0	WNPKFLXAPS0	Buenaventura Lakes	Winter Park		\$170.64	\$3,025.03	
D0832	D1832	832	LBLFLXADS0	MRNFFLXADS0	LaBelle	Marianna		\$241.19	\$5,877.04	
D0224	D1224	224	LDLFLXARS0	LSBGFLXADS1	Lady Lake	Leesburg		\$206.04	\$4,016.19	
D0297	D1297	297	LDLFLXARS0	MTDRFLXARS0	Lady Lake	Mt. Dora		\$202.12	\$3,906.28	
D0361	D1361	361	LDLFLXARS0	MTVRFLEXARS0	Lady Lake	Montverde		\$256.08	\$4,540.60	
D0487	D1487	487	LDLFLXARS0	OCALFLXADS0	Lady Lake	Ocala		\$403.48	\$8,668.03	
D0475	D1475	475	LDLFLXARS0	OCALFLXCRS0	Lady Lake	Highlands		\$490.29	\$10,222.27	
D0451	D1451	451	LDLFLXARS0	OCNFFLXARS0	Lady Lake	Forest		\$560.90	\$11,322.65	
D0483	D1483	483	LDLFLXARS0	OKLWFLXADS0	Lady Lake	Ocklawaha		\$280.57	\$5,226.47	
D0489	D1489	489	LDLFLXARS0	SSPRFLXARS0	Lady Lake	Salt Springs		\$490.29	\$10,222.27	
D0484	D1484	484	LDLFLXARS0	SVSSFLXARS0	Lady Lake	Silver Springs Shores		\$280.57	\$5,226.47	
D0298	D1298	298	LDLFLXARS0	TVRSFLXADS0	Lady Lake	Tavares		\$202.12	\$3,906.28	
D0359	D1359	359	LDLFLXARS0	UMTLFLXARS0	Lady Lake	Umatilla		\$266.25	\$4,825.53	
D0485	D1485	485	LDLFLXARS0	WLWDFLXARS0	Lady Lake	Wildwood		\$206.04	\$4,016.19	
D0784	D1784	784	LEE FLXARS0	MDSNFLXADS0	Lee	Madison		\$50.54	\$538.66	
D0076	D1076	76	LHACFLXADS0	NFMYFLXADS0	Lehigh Acres	North Fort Myers		\$278.22	\$6,037.16	
D0086	D1086	86	LKBRFLXADS1	MTLDFLXADS1	Lake Brantley	Maitland	***	\$70.89	\$1,274.81	
D0692	D1692	692	LKBRFLXADS1	MTVRFLEXARS0	Lake Brantley	Montverde		\$229.26	\$3,789.61	
D0305	D1305	305	LKBRFLXADS1	WNRFLXARS0	Lake Brantley	Windermere		\$197.54	\$3,778.06	
D0228	D1228	228	LKBRFLXADS1	WNGRFLXADS0	Lake Brantley	Winter Garden		\$192.09	\$3,625.42	
D0386	D1386	386	LKBRFLXADS1	WNPKFLXADS1	Lake Brantley	Winter Park	***	\$70.89	\$1,274.81	
D0770	D1770	770	LKBRFLXADS1	WNPKFLXE03T	Lake Brantley	Winter Park Toll Center		\$70.89	\$1,108.53	
D0492	D1492	492	LKHLFLXARS0	ORCYFLXADS0	Lake Helen	Orange City		\$49.74	\$516.28	
D0226	D1226	226	LKPCFLXARS0	SBNGFLXADS1	Lake Placid	Sebring		\$55.05	\$664.85	
D0493	D1493	493	LKPCFLXARS0	SLHLFLXARS0	Lake Placid	Spring Lake		\$296.24	\$6,541.89	
D0205	D1205	205	LSBGFLXADS1	MTDRFLXARS0	Leesburg	Mt. Dora		\$104.40	\$2,046.76	
D0348	D1348	348	LSBGFLXADS1	MTVRFLEXARS0	Leesburg	Montverde		\$158.36	\$2,681.08	
D0597	D1597	597	LSBGFLXADS1	OCALFLXADS0	Leesburg	Ocala		\$197.44	\$4,651.84	
D0513	D1513	513	LSBGFLXADS1	OKLWFLXADS0	Leesburg	Ocklawaha		\$172.24	\$3,069.81	
D0206	D1206	206	LSBGFLXADS1	TVRSFLXADS0	Leesburg	Tavares		\$104.40	\$2,046.76	
D0337	D1337	337	LSBGFLXADS1	UMTLFLXARS0	Leesburg	Umatilla		\$168.54	\$2,966.01	
D0102	D1102	102	LSBGFLXADS1	WLWDFLXARS0	Leesburg	Wildwood		\$97.72	\$1,859.52	
D0777	D1777	777	LSBGFLXADS1	WNGRFLXADS0	Leesburg	Winter Garden		\$104.40	\$2,046.76	
D0010	D1010	10	LSBGFLXADS1	WNPKFLXADS1	Leesburg	Winter Park		\$175.30	\$3,155.29	
D0280	D1280	280	LSBGFLXADS1	WNPKFLXE03T	Leesburg	Winter Park Toll Center		\$175.30	\$3,155.29	
D0342	D1342	342	LWTFYFLXARS0	STRKFLXADS0	Lawtey	Starke		\$58.32	\$756.43	
D0209	D1209	209	MALNFLXARS0	MRNFFLXADS0	Malone	Marianna		\$57.01	\$719.80	
D0498	D1498	498	MALNFLXARS0	SNSDFLXARS0	Malone	Sneads		\$118.17	\$1,555.61	
D0496	D1496	496	MDSNFLXADS0	MNTIFLXADS0	Madison	Monticello		\$188.64	\$4,405.58	
D0831	D1831	831	MDSNFLXADS0	SNISFLXADS0	Madison	Sanibel-Captiva Islands		\$1,120.84	\$25,248.32	
D0368	D1368	368	MDSNFLXADS0	TLHSFLXADS0	Madison	Calhoun		\$188.64	\$4,405.58	
D0278	D1278	278	MNTIFLXADS0	TLHSFLXADS0	Monticello	Calhoun		\$188.64	\$4,405.58	
D0212	D1212	212	MOISFLXADS0	NNPLFLXADS1	Marco Island	North Naples		\$176.29	\$4,059.59	
D0210	D1210	210	MOISFLXADS0	NPLSFLXCDS0	Marco Island	Naples Southeast		\$176.29	\$4,059.59	
D0564	D1564	564	MOISFLXADS0	NPLSFLXDDS0	Marco Island	Naples Moorings		\$176.29	\$4,059.59	
D0213	D1213	213	MRNFFLXADS0	SNSDFLXARS0	Marianna	Sneads		\$61.15	\$835.81	
D0352	D1352	352	MTDRFLXARS0	MTVRFLEXARS0	Mt. Dora	Montverde		\$158.36	\$2,681.08	
D0214	D1214	214	MTDRFLXARS0	TVRSFLXADS0	Mt. Dora	Tavares		\$104.40	\$2,046.76	
D0338	D1338	338	MTDRFLXARS0	UMTLFLXARS0	Mt. Dora	Umatilla		\$168.54	\$2,966.01	
D0833	D1833	833	MTDRFLXARS0	WNGRFLXADS0	Mt. Dora	Winter Garden		\$104.40	\$2,046.76	
D0500	D1500	500	MTDRFLXARS0	WNPKFLXADS1	Mt. Dora	Winter Park		\$225.59	\$4,563.66	
D0693	D1693	693	MTLDFLXADS1	MTVRFLEXARS0	Maitland	Montverde		\$229.26	\$3,789.61	
D0307	D1307	307	MTLDFLXADS1	WNRFLXARS0	Maitland	Windermere		\$197.54	\$3,778.06	
D0229	D1229	229	MTLDFLXADS1	WNGRFLXADS0	Maitland	Winter Garden		\$192.09	\$3,625.42	
D0387	D1387	387	MTLDFLXADS1	WNPKFLXADS1	Maitland	Winter Park	**	\$81.52	\$1,274.81	
D0771	D1771	771	MTLDFLXADS1	WNPKFLXE03T	Maitland	Winter Park Toll Center		\$70.89	\$1,108.53	
D0349	D1349	349	MTVRFLEXARS0	TVRSFLXADS0	Montverde	Tavares		\$158.36	\$2,681.08	
D0350	D1350	350	MTVRFLEXARS0	UMTLFLXARS0	Montverde	Umatilla		\$222.50	\$3,600.33	
D0351	D1351	351	MTVRFLEXARS0	WNRFLXARS0	Montverde	Windermere		\$180.60	\$3,303.86	

DEDICATED TRANSPORT RATE SUMMARY										FLORIDA	
Key Codes		Rate Band	Route (CLI to CLI)		Route (Exchange to Exchange)		Non-Impaired Routes	Dedicated DS1 Rate	Dedicated DS3 Rate		
DS1	DS3		Originating	Terminating	Originating	Terminating					
** Routes meet the FCC TRRO non-impaired threshold criteria for DS1 and DS3.											
*** Routes meet the FCC TRRO non-impaired threshold criteria for DS3 only.											
D0241	D1241	241	MTVRFLEXARS0	WNGRFLXADS0	Montverde	Winter Garden		\$53.96	\$634.32		
D0790	D1790	790	MTVRFLEXARS0	WNPFLXADS1	Montverde	Winter Park		\$175.15	\$3,151.22		
D0843	D1843	843	NFMYFLXADS0	NPLSFLXDDS0	North Fort Myers	Naples Moorings		\$326.58	\$6,514.77		
D0507	D1507	507	NFMYFLXADS0	PNGRFLXADS1	North Fort Myers	Punta Gorda		\$241.19	\$5,877.04		
D0087	D1087	87	NFMYFLXADS0	PNISFLXADS0	North Fort Myers	Pine Island		\$101.93	\$1,977.56		
D0091	D1091	91	NFMYFLXADS0	SNISFLXADS0	North Fort Myers	Sanibel-Captiva Islands		\$101.93	\$1,977.56		
D0215	D1215	215	NNPLFLXADS1	NPLSFLXCDS0	North Naples	Naples Southeast		\$176.29	\$4,059.59		
D0216	D1216	216	NNPLFLXADS1	NPLSFLXDDS0	North Naples	Naples Moorings		\$176.29	\$4,059.59		
D0566	D1566	566	NPLSFLXCDS0	NPLSFLXDDS0	Naples Southeast	Naples Moorings		\$176.29	\$4,059.59		
D0279	D1279	279	OCALFLXADS0	OCALFLXBDS0	Ocala	Shady Road		\$197.44	\$4,651.84		
D0204	D1204	204	OCALFLXADS0	OCALFLXCDS0	Ocala	Highlands		\$86.81	\$1,554.24		
D0335	D1335	335	OCALFLXADS0	OCNFFLXARS0	Ocala	Forest		\$161.34	\$2,764.53		
D0098	D1098	98	OCALFLXADS0	OKLWFLXADS0	Ocala	Ocklawaha		\$74.53	\$1,210.29		
D0808	D1808	808	OCALFLXADS0	SSPRFLXARS0	Ocala	Salt Springs		\$86.81	\$1,554.24		
D0302	D1302	302	OCALFLXADS0	SVSPFLXARS0	Ocala	Silver Springs		\$86.81	\$1,554.24		
D0099	D1099	99	OCALFLXADS0	SVSSFLXARS0	Ocala	Silver Springs Shores		\$74.53	\$1,210.29		
D0811	D1811	811	OCALFLXADS0	TVRSFLXADS0	Ocala	Tavares		\$301.84	\$6,898.60		
D0511	D1511	511	OCALFLXADS0	WLSTFLXARS0	Ocala	Williston		\$258.88	\$5,495.79		
D0510	D1510	510	OCALFLXADS0	WLWDFLXARS0	Ocala	Wildwood		\$295.15	\$6,511.36		
D0792	D1792	792	OCALFLXBDS0	OCALFLXCDS0	Shady Road	Highlands		\$284.25	\$6,206.08		
D0281	D1281	281	OCALFLXCDS0	OCNFFLXARS0	Highlands	Forest		\$161.34	\$2,764.53		
D0253	D1253	253	OCALFLXCDS0	OKLWFLXADS0	Highlands	Ocklawaha		\$161.34	\$2,764.53		
D0041	D1041	41	OCALFLXCDS0	SSPRFLXARS0	Highlands	Salt Springs		\$86.81	\$1,554.24		
D0254	D1254	254	OCALFLXCDS0	SVSSFLXARS0	Highlands	Silver Springs Shores		\$161.34	\$2,764.53		
D0355	D1355	355	OCNFFLXARS0	OKLWFLXADS0	Forest	Ocklawaha		\$161.34	\$2,764.53		
D0369	D1369	369	OCNFFLXARS0	SSPRFLXARS0	Forest	Salt Springs		\$161.34	\$2,764.53		
D0356	D1356	356	OCNFFLXARS0	SVSSFLXARS0	Forest	Silver Springs Shores		\$161.34	\$2,764.53		
D0515	D1515	515	OKCBFLXADS1	SBNGFLXADS1	Okeechobee	Sebring		\$241.19	\$5,877.04		
D0372	D1372	372	OKLWFLXADS0	SSPRFLXARS0	Ocklawaha	Salt Springs		\$161.34	\$2,764.53		
D0100	D1100	100	OKLWFLXADS0	SVSSFLXARS0	Ocklawaha	Silver Springs Shores		\$74.53	\$1,210.29		
D0514	D1514	514	OKLWFLXADS0	UMTLFLXARS0	Ocklawaha	Umatilla		\$440.50	\$8,828.14		
D0103	D1103	103	ORCYFLXADS0	WNPFLXADS1	Orange City	Winter Park		\$122.24	\$1,669.58		
D0533	D1533	533	ORCYFLXADS0	WNPFLXADS1	Orange City-Deltona La	Winter Park		\$171.98	\$2,185.85		
D0517	D1517	517	PANCFLEXARS0	SPCFLEXADS0	Panacea	Sopchoppy		\$143.32	\$2,259.79		
D0518	D1518	518	PANCFLEXARS0	STMKFLXARS0	Panacea	St. Marks		\$110.24	\$1,333.77		
D0516	D1516	516	PANCFLEXARS0	TLHSFLXADS0	Panacea	Calhoun		\$143.32	\$2,259.79		
D0284	D1284	284	PNGRFLXADS1	PTCTFLXADS0	Punta Gorda	Port Charlotte		\$241.19	\$5,877.04		
D0104	D1104	104	PNISFLXADS0	SNISFLXADS0	Pine Island	Sanibel-Captiva Islands		\$101.93	\$1,977.56		
D0519	D1519	519	PNLSFLXADS0	RYHLFLXARS0	Ponce De Leon	Reynolds Hill		\$272.60	\$4,126.79		
D0521	D1521	521	PNLSFLXADS0	SGBHFLXARS0	Ponce De Leon	Seagrave Beach		\$205.53	\$4,001.94		
D0520	D1520	520	PNLSFLXADS0	SNRSFLXARS0	Ponce De Leon	Santa Rosa Beach		\$205.53	\$4,001.94		
D0522	D1522	522	PNLSFLXADS0	VLPRFLXADS0	Ponce De Leon	Valparaiso-Niceville		\$205.53	\$4,001.94		
D0523	D1523	523	PNLSFLXADS0	WSTVFLXARS0	Ponce De Leon	Westville		\$221.77	\$3,579.98		
D0834	D1834	834	PTCTFLXADS0	ZLSPFLARS0	Port Charlotte	Zolfo Springs		\$195.40	\$4,594.86		
D0324	D1324	324	RYHLFLXARS0	WSTVFLXARS0	Reynolds Hill	Westville		\$128.12	\$1,834.43		
D0233	D1233	233	SBNGFLXADS1	SLHLFLXARS0	Sebring	Spring Lake		\$241.19	\$5,877.04		
D0525	D1525	525	SBNGFLXADS1	WCHLFLXADS0	Sebring	Wauchula		\$241.19	\$5,877.04		
D0220	D1220	220	SGBHFLXARS0	SNRSFLXARS0	Seagrave Beach	Santa Rosa Beach		\$151.57	\$3,367.62		
D0221	D1221	221	SHLMFLXADS0	VLPRFLXADS0	Shalimar	Valparaiso-Niceville		\$206.26	\$4,022.29		
D0835	D1835	835	SHLMFLXADS0	VLPRFLXBRS0	Shalimar	Valparaiso-Seminole		\$236.26	\$4,423.91		
D0836	D1836	836	SHLMFLXADS0	WCHLFLXADS0	Spring Lake	Wauchula		\$241.19	\$5,877.04		
D0295	D1295	295	SNANFLXARS0	TLCHFLXARS0	San Antonio	Trilacoochee		\$63.34	\$896.86		
D0524	D1524	524	SNRSFLXARS0	VLPRFLXADS0	Santa Rosa Beach	Valparaiso-Niceville		\$151.57	\$3,367.62		
D0370	D1370	370	SPCFLEXADS0	STMKFLXARS0	Sopchoppy	St. Marks		\$140.84	\$2,190.59		
D0527	D1527	527	SPCFLEXADS0	TLHSFLXADS0	Sopchoppy	Calhoun		\$86.96	\$1,558.31		
D0373	D1373	373	SSPRFLXARS0	SVSSFLXARS0	Salt Springs	Silver Springs Shores		\$161.34	\$2,764.53		
D0139	D1139	139	STCDFLXARS0	WNPFLXADS1	St. Cloud	Winter Park		\$121.19	\$2,516.90		
D0371	D1371	371	STMKFLXARS0	TLHSFLXDDS0	St. Marks	Blainstone		\$140.84	\$2,190.59		
D0526	D1526	526	SVSSFLXARS0	WLWDFLXARS0	Silver Springs Shores	Wildwood		\$172.24	\$3,069.81		
D0162	D1162	162	TLHSFLXADS0	TLHSFLXBDS0	Calhoun	Willis		\$61.81	\$854.12		
D0160	D1160	160	TLHSFLXADS0	TLHSFLXCDS0	Calhoun	Mabry		\$61.81	\$854.12		
D0144	D1144	144	TLHSFLXADS0	TLHSFLXDDS0	Calhoun	Blainstone		\$68.28	\$7,190.55		
D0159	D1159	159	TLHSFLXADS0	TLHSFLXEDS0	Calhoun	FSU		\$61.81	\$854.12		
D0289	D1289	289	TLHSFLXADS0	TLHSFLXEDS0	Calhoun	Thomasville		\$49.60	\$512.21		
D0161	D1161	161	TLHSFLXADS0	TLHSFLXHDS0	Calhoun	Perkins		\$61.81	\$854.12		
D0208	D1208	208	TLHSFLXBDS0	TLHSFLXCDS0	Willis	Mabry		\$61.81	\$854.12		
D0142	D1142	142	TLHSFLXBDS0	TLHSFLXDDS0	Willis	Blainstone		\$68.28	\$1,035.26		
D0194	D1194	194	TLHSFLXBDS0	TLHSFLXEDS0	Willis	FSU		\$61.81	\$854.12		
D0231	D1231	231	TLHSFLXBDS0	TLHSFLXEDS0	Willis	Thomasville		\$111.41	\$1,366.33		
D0217	D1217	217	TLHSFLXBDS0	TLHSFLXHDS0	Willis	Perkins		\$61.81	\$854.12		
D0140	D1140	140	TLHSFLXCDS0	TLHSFLXDDS0	Mabry	Blainstone		\$130.09	\$1,889.38		
D0192	D1192	192	TLHSFLXCDS0	TLHSFLXEDS0	Mabry	FSU		\$61.81	\$854.12		

DEDICATED TRANSPORT RATE SUMMARY										FLORIDA
Key Codes		Rate Band	Route (CLI to CLI)		Route (Exchange to Exchange)		Non-Impaired Routes	Dedicated DS1 Rate	Dedicated DS3 Rate	
DS1	DS3		Originating	Terminating	Originating	Terminating				
** Routes meet the FCC TRRO non-impaired threshold criteria for DS1 and DS3.										
*** Routes meet the FCC TRRO non-impaired threshold criteria for DS3 only.										
D0292	D1292	292	TLHSFLXCDS0	TLHSFLXFDS0	Mabry	Thomasville		\$111.41	\$1,366.33	
D0207	D1207	207	TLHSFLXCDS0	TLHSFLXHDS0	Mabry	Perkins		\$61.81	\$854.12	
D0286	D1286	286	TLHSFLXDDS0	TLHSFLXEDS0	Blairstone	FSU		\$130.09	\$1,889.38	
D0288	D1288	288	TLHSFLXDDS0	TLHSFLXFDS0	Blairstone	Thomasville		\$117.88	\$1,547.46	
D0815	D1815	815	TLHSFLXDDS0	TLHSFLXGRL0	Blairstone	Woodville		\$86.96	\$1,558.31	
D0287	D1287	287	TLHSFLXDDS0	TLHSFLXHDS0	Blairstone	Perkins		\$130.09	\$1,889.38	
D0291	D1291	291	TLHSFLXEDS0	TLHSFLXFDS0	FSU	Thomasville		\$111.41	\$1,366.33	
D0193	D1193	193	TLHSFLXEDS0	TLHSFLXHDS0	FSU	Perkins		\$61.81	\$854.12	
D0293	D1293	293	TLHSFLXFDS0	TLHSFLXHDS0	Thomasville	Perkins		\$111.41	\$1,366.33	
D0339	D1339	339	TVRSFLXADS0	UMTLFLXARS0	Tavares	Umatilla		\$168.54	\$2,966.01	
D0837	D1837	837	VLPRFLXADS0	VLPRFLXBRS0	Valpariso-Niceville	Valpariso-Seminole		\$30.00	\$401.62	
D0234	D1234	234	WCHFLXADS0	ZLSPFLXARS0	Wauchula	Zolfo Springs		\$241.19	\$5,877.04	
D0222	D1222	222	WNDRFLXARS0	WNGRFLXADS0	Windermere	Winter Garden		\$126.64	\$2,669.54	
D0256	D1256	256	WNDRFLXARS0	WNPFLXADS1	Windermere	Winter Park		\$126.64	\$2,669.54	
D0112	D1112	112	WNGRFLXADS0	WNPFLXADS1	Winter Garden	Winter Park		\$121.19	\$2,516.90	
D0557	D1557	557	WNPFLXADS1	WNPFLXE03T	Winter Park	Winter Park Toll Center		\$63.04	\$888.72	

National Emergency Number Association  
*The Voice of 9-1-1*



**NENA Policy Statement on the Proper Balance and Timing of State and National Regulatory and Legislative Activities During the Transition to NG9-1-1**

The evolution from today's 9-1-1 service structure to tomorrow's IP-based Next Generation (NG) 9-1-1 system requires several major areas of simultaneous and interactive activities. A coordinated set of actions combining national, state, and local authorities is required to successfully accomplish critical preparations, development, testing and implementation of NG9-1-1. This must be done in a way that retains and expands the quality and effectiveness of 9-1-1 service through knowledgeable and cooperative efforts at all levels of government. We hope and expect that interested parties will participate on more than one level so that developments can be shared.

To meet the objective of a fully functioning next generation 9-1-1 and emergency communications system, it is critical that state regulatory bodies take timely and carefully scrutinized action to analyze and update existing 9-1-1 rules and regulations. Such actions should be designed to facilitate an appropriate competitive 9-1-1 landscape for current E9-1-1 functions while ensuring that new or modified rules and regulations will effectively enable the transition to a full NG9-1-1 system.

NG9-1-1 is not simply an extension of E9-1-1. While a full NG9-1-1 system must support all E9-1-1 functions and features, NG9-1-1 is Internet Protocol (IP) based, and software and database controlled in fundamentally new ways, enabling many new technical and operational capabilities to further enhance the coordination and delivery of emergency services nationwide. During the transition to full NG9-1-1, it is expected that new 9-1-1 service offerings will be provided by incumbent and competitive 9-1-1 System Service Providers (SSPs) that advance beyond current E9-1-1 system capabilities, but simply advancing beyond today's capabilities should not be equated with providing a full NG9-1-1 system. Such efforts may better be characterized as "pre-NG9-1-1". These pre and full NG9-1-1 capabilities will necessarily involve new complex technical and business arrangements that current regulations and laws did not fully contemplate. Thus, states are encouraged to actively consider appropriate steps to enable appropriate competition for the delivery of E9-1-1 service that will provide increased opportunities and choices for 9-1-1 governing authorities today. Simultaneously, as such rules are considered, states must ensure that any regulatory actions will effectively enable the transition to a full NG9-1-1 system.

As states contemplate rule changes, it is critical that steps taken are in accordance with complementary national activities, many of which are being coordinated as a NENA NG9-1-1 Project through the work of NENA committees and the NENA Next Generation Partner Program, and through federal government efforts such as the U.S. DOT Next Generation 9-1-1 project. National progress on technical and operational standards development is progressing. Proof of concept trial demonstrations and testing of many aspects of NG9-1-1 are occurring in 2008, the results of which will be compared and

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analyzed against current expectations and assumptions. NG9-1-1 funding model analysis is progressing. Discussions on the need for proper certification of all aspects of the NG9-1-1 system are ongoing. These and other activities being worked at the national level are the building blocks required to accomplish a fully featured, standards based NG9-1-1 system. Any state regulatory actions concerning NG9-1-1 should appropriately consider ongoing national activities. However, states should actively engage stakeholders today to prepare and plan for the implementation of a full NG9-1-1 system.

In sum, the evolution to an NG9-1-1 system should be treated as a national project in which individual state action is necessary, but must be appropriately coordinated with other state and national activities. While national and international technical and operational standards for NG9-1-1 are still in progress, and much work remains to be done to complete this critical work, many activities can and should be undertaken at the state and local levels to prepare. Chief among these is working to understand how current regulations and laws facilitate, or prohibit, the local, state, regional and national interoperable environment of NG9-1-1, and analyzing how such rules and regulations may need to be modified to enable the IP-based, software and database controlled structure of NG9-1-1.

Issued April 29, 2008

FCC Form 499-A Telecommunications Reporting Worksheet

No Longer Active as of 2/27/2002.  
This company still exists, however it is no longer providing telecommunications services.

Historical Data:

499 Filer ID Number: 821302  
Registration Current as of: 4/2/2001  
Legal Name of Reporting Entity: Intrado Communications, Inc.  
Doing Business As: Intrado Communications, Inc.  
Principal Communications Type:  
Universal Service Fund Contributor: No  
(Contact USAC at 888-641-8722 if this is not correct.)  
Holding Company:  
Registration Number (CORESID): 0005056759  
Management Company:  
Headquarters Address: 6825 Lookout Rd.  
City: Boulder  
State: CO  
ZIP Code: 803013343  
Customer Inquiries Address:  
City:  
State:  
ZIP Code:  
Customer Inquiries Telephone:  
Other Trade Names:

Local/Alternate Agent for Service  
of Process:

Telephone:  
Extension:  
Fax:  
E-mail:

Business Address of Agent for  
Mail or Hand Service of Documents:

City:  
State:  
ZIP Code:

D.C. Agent for Service of Process:

Telephone:  
Extension:  
Fax:  
E-Mail:

Business Address of D.C. Agent for  
Mail or Hand Service of Documents:

City:  
State:  
ZIP Code:

Chief Executive Officer:  
Business Address:

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City:  
State:  
ZIP Code:

Chairman or Other Senior Officer:

Business Address:

City:  
State:  
ZIP Code:

President or Other Senior Officer:

Business Address:

City:  
State:  
ZIP Code:

Jurisdictions in Which the Filing Entity Provides Telecommunications  
Services: