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June 5, 2008

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

Re: Docket No. 070736-TP: In the Matter of the Petition of Intrado Communications Inc. for Arbitration Pursuant to Section 252(b) of the Communications Act of 1934, as Amended, to Establish an Interconnection Agreement with BellSouth Telecommunications, Inc. d/b/a AT&T Florida

Dear Ms. Cole:

Enclosed is an original and 7 copies of BellSouth Telecommunications, Inc. d/b/a AT&T Florida's Notice of Filing Amended Prehearing Statement, which we ask that you file in the captioned docket.

Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,

J. Phillip Carver

cc: All parties of record
Gregory Follensbee
E. Earl Edenfield, Jr.
Lisa S. Foshee

CERTIFICATE OF SERVICE
Docket No. 070736-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Electronic Mail and First Class U.S. Mail this 5th day of June, 2008 to the following:

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J. Phillip Carver

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Intrado Communications, Inc. For arbitration of certain rates, terms, and Conditions for interconnection and related Arrangements with BellSouth Telecommunications, Inc. d/b/a AT&T Florida, Pursuant to Section 252(b) of the Communications Act of 1934, as amended, and Sections 120.80(13), 120.57(1), 364.15, 364.16, 364.161, and 364.162, F.S., and Rule 28-106.201, F.A.C.	)	Docket No: 070736-TL Filed: June 5, 2008

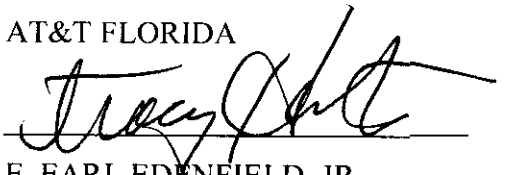
AT&T FLORIDA'S NOTICE OF FILING AMENDED PREHEARING STATEMENT

BellSouth Telecommunications, Inc., d/b/a AT&T Florida ("AT&T Florida"), hereby files its Notice of Filing Amended Prehearing Statement, and states as grounds in support the following:

On June 3, 2008 AT&T Florida filed its Prehearing Statement. After doing so, AT&T Florida discovered that the Prehearing Statement had three errors. First, the Prehearing Statement did not list one of the exhibits to the testimony of its witness, Patricia A. Pellerin. Second, the first full paragraph on page 4 was not accurate, in that it did not reflect the settlement of certain issues that occurred shortly before the filing of the Prehearing Statement. Third, the second line on page 6 contained two typographical errors. Attached, hereto, as Attachment A is an Amended Prehearing Statement that corrects the above described errors, which AT&T Florida hereby files in this proceeding.

Respectfully submitted this 5th day of June 2008.

AT&T FLORIDA



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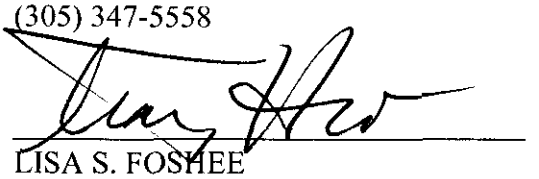

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Intrado Communications, Inc. For arbitration of certain rates, terms, and Conditions for interconnection and related Arrangements with BellSouth Telecommunications, Inc. d/b/a AT&T Florida, Pursuant to Section 252(b) of the Communications Act of 1934, as amended, and Sections 120.80(13), 120.57(1), 364.15, 364.16, 364.161, and 364.162, F.S., and Rule 28-106.201, F.A.C.	)	Docket No: 070736-TL Filed: June 5, 2008

AT&T FLORIDA'S AMENDED PREHEARING STATEMENT

BellSouth Telecommunications, Inc. d/b/a AT&T Florida ("AT&T Florida"), hereby submits, in compliance with the *Order Establishing Procedure* (Order No. PSC-08-0171-PCO-TP) issued March 21, 2008, its Amended Prehearing Statement.

A. Witnesses

BellSouth proposes to call the following witnesses to offer direct and rebuttal testimony on the issues in this proceeding:

Witness	Issues
Patricia H. Pellerin	1, 2, 3(b), 7(b), 9, 11-16, 24, 25(a), 29, 31, 32, 34 and 36*
Mark Neinast	3-10, 30*

AT&T Florida's witnesses present testimony relating to both facts and policy considerations that support AT&T Florida's positions on the identified issues. AT&T Florida reserves the right to call additional witnesses, including witnesses to address or respond to inquiries from the Florida Public Service Commission ("Commission"), to address issues not presently designated that may be designated by the Prehearing Officer at the Prehearing

Attachment 1

Conference to be held on June 16, 2008, and to issues raised in any testimony by witnesses for Intrado Communications, Inc. ("Intrado") that has not yet been filed.

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* The above-designated issues were addressed in the direct testimony of these witnesses. Of these, the following issues have been resolved: 7(b), 8(b), 11, 12, 14(a), 14(b), 16, 17(a), 17(b), 19, 21, 26, 27(a), 27(b), 28, 30(a), 30(b), 31 and 32.

B. Exhibits

Patricia H. Pellerin	PHP-1	*Order of Dismissal*, Virginia Corporation Commission, February 14, 2008
	Revised PHP-2	Issues remaining with use of 9-state template
	Revised PHP-3	Issues eliminated by use of 9-state template
	PHP-4	Intrado Communications Inc Pricing Schedule
Mark Neinast	MN-1	Appendix 911
	MN-2	Appendix 911 NIM
	MN-3	Facilities and Trunks
	MN-4	NENA Standard for Enhanced E9-1-1 Default Assignments and Call Routing Functions
	MN-5	Intrado Letter, dated December 18, 2006

AT&T Florida's Responses to all Interrogatories and Requests for Production issued by Staff or Intrado.

Intrado's Responses to all Interrogatories and Requests for Production issued by AT&T Florida or Staff.

All transcripts of any depositions that may take place prior to the discovery cut-off date.

AT&T Florida reserves the right to file exhibits to any testimony that may be filed under the circumstances identified in Section "A" above. AT&T Florida also reserves the right to introduce exhibits for cross-examination, impeachment, or any other purpose authorized by the applicable Florida Rules of Evidence and the Rules of the Commission.

C. AT&T Florida's Statement of General Position

There are 36 identified issues in this arbitration proceeding (57 including all subissues). Nineteen of these issues have been resolved.[1] The Commission's consideration of the remaining issues should focus first on the threshold issues that have the potential to resolve most or all of the currently open issues. These are Issue 1 and Issue 2.

Issue 1 (a and b) raises the question of whether Intrado is providing, or intends to provide, services that are within the proper scope of an Interconnection Agreement pursuant to Section 251(c) of the Telecommunications Act. AT&T Florida submits that Intrado's intended emergency service offerings do not constitute telephone exchange service or exchange access. Therefore, these services are not properly encompassed within a § 251 Interconnection Agreement. Instead, Intrado may obtain the wholesale services it requires through non-251 commercial agreements and/or tariffed AT&T Florida offerings. Accordingly, the Commission should find in AT&T Florida's favor on Issue 1 and deny Intrado's entire request for an Interconnection Agreement.

Even if the Commission determines that Intrado is entitled to an Interconnection Agreement pursuant to § 251, Issue 2 still provides the means to resolve all or part of 25 of the remaining open issues. AT&T Florida offered Intrado as the starting point for negotiations a template agreement for use in its 9 state Southeast region (which was formerly BellSouth). This

[1] The resolved issues are 7(b), 8(b), 11, 12, 14(a), 14(b), 16, 17(a), 17(b), 19, 21, 26, 27(a), 27(b), 28, 30(c), 30(b), 31 and 32.

template accommodates the unique state-specific legal and regulatory requirements for each of the states in the Southeast region, including Florida. This agreement also reflects the technical and operational requirements and capabilities of the regional network. Nevertheless, Intrado has demanded the use of the generally inapplicable template Agreement that AT&T uses in the 13 states outside of its Southeast Region. The Commission should order the use of the 9 state template Agreement.

Use of the 9 state agreement will obviate the need for further consideration of 15 identified issues, and will also partially resolve 7 other issues. Specifically, for four of these issues, Intrado has raised disputes over language in the thirteen state Agreement that does not appear in the nine state Agreement. These include all of issues 13(b), 15, 34(c) and 34(b). The use of the nine state agreement would also avoid disputes over certain language included in, and partially resolve, Issues 3(b), 4(b), 4(c), 7(a), 9, 13(a) and 29(a). Also, there are 11 issues that arise solely in the context of the 13 State Agreement for which there are no substantive disputes. That is, the parties have agreed to language (in the context of negotiations in Ohio) relating to these issues for use in the 13 State Agreement. Thus, the Commission's decision on Issue 2 will necessarily resolve these issues. If the Commission orders the use of the 9 state agreement, these issues are moot because the 9 state template does not include this previously disputed language in the 13 State Agreement. Even if the Commission orders the use of the 13 State Agreement, because this previously disputed language in the 13 State Agreement has already been resolved, no further action is required. These include issues 18(a), 18(b), 20, 22, 23, 25(a), 25(b), 25(c), 25(d), 33 and 35.

If the Commission orders the use of the 9 state Agreement, only a handful of technical issues will remain to be resolved. In these remaining technical issues, there is an overriding

dispute concerning Intrado's approach to its cost to provide service. Specifically, AT&T Florida believes that Intrado should bear the costs it causes, just as it would if it were obtaining wholesale inputs to its emergency services outside of the context of a 251 Interconnection Agreement. Intrado, however, has repeatedly attempted to misuse Section 251 as a means to obtain a one-sided and inequitable agreement that would shift to AT&T Florida Intrado's costs of doing business. The Commission should reject this effort.

D. AT&T Florida's Position on the Issues

Issue 1(a): What service(s) does Intrado Comm currently provide or intend to provide in Florida?

Position: Intrado Comm only provides or intends to provide emergency services to PSAPs, not telephone exchange service or exchange access.

Issue 1(b): Of the services identified in 1(a), for which, if any, is AT&T required to offer interconnection under Section 251(c) of the Telecommunications Act of 1996?

Position: None. AT&T Florida is only obligated to offer Section 251(c) interconnection for telephone exchange service and exchange access.[2]

Issue 1(c): Of the services identified in 1(a), for which, if any should rates appear in the ICA?

Position: None. See part (b).

Issue 1(d): For those services identified in 1(c), what are the appropriate rates?

Position: Not applicable. Nevertheless, AT&T Florida's rates are included in its ICA rate tables and/or its tariffs. Intrado proposes in the 13-state Pricing § 1.1 to include its own rate

[2] As set forth in AT&T Florida's position statement on Issue 1, Intrado Comm is not entitled to a Section 251 interconnection agreement for any services other than for telephone exchange service and exchange access. If the Commission finds in AT&T Florida's favor on Issue 1, the majority of the remaining issues are moot. For purposes of brevity, AT&T Florida will not repeat its position that Intrado Comm is not entitled to a 251 interconnection agreement in each of the remaining position statements, but this argument is reserved.

table, which is based on Intrado's commercial service offering Generally, Intrado's ICA rates to AT&T Florida should not exceed AT&T Florida's ICA rates to Intrado for reciprocal services.

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

Position: Yes. AT&T's 9-state template was specifically designed for CLEC ICAs in the 9-state (former BellSouth) territory. The 9-state template is based on the network architecture and systems in use in the 9-state territory and includes the unique state specific legal/regulatory requirements, network, technical, operational, operations support systems, policies, etc. for the former BellSouth region. In contrast, the 13-state template, which was designed for CLEC ICAs in AT&T's 13-state (former SBC) territory, does not address the network configuration or systems in use in Florida. A decision by the Commission that the parties utilize the 13-state template in Florida would require additional months to assess and would give rise to numerous additional issues that are as yet unidentified.

Issue 3(a): **What trunking and traffic routing arrangements should be used for the exchange of traffic when Intrado Comm is the Designated 911/E911 service provider?**

Position: When Intrado is the designated 911/E911 Service Provider, there are two general scenarios that may occur: 1) AT&T Florida will establish direct end office 911 trunk groups to the Intrado Selective Router (SR) for wire centers that are not split between PSAP jurisdictions; and 2) AT&T Florida will establish SR-SR trunk groups for wire centers that are split between PSAP jurisdictions. The AT&T Florida E911 systems that are in place today are among the best in the industry at providing reliable E911 service with accurate automatic location identification (ALI). Intrado's insistence that AT&T Florida should re-engineer its network in a way that would severely compromise network reliability in order to reduce Intrado's cost of doing business should be rejected. (*See also* Issue 5a.)

Issue 3(b): What trunking and traffic routing arrangements should be used for the exchange of traffic when AT&T is the designated 911/E911 service provider?

Position: When AT&T Florida is the designated 911/E911 Service Provider, AT&T Florida expects to offer reciprocal trunk group arrangements necessary to provide reliable 911/E911 service to Intrado's end user local exchange customers (if there are any).

The language disputed in the General Terms and Conditions ("GTC") does not exist if the 9-state template is used. If the 13 state ICA is used, AT&T Florida's language in GTC Section 44.6.1.2 sets forth the 911 requirements applicable to Intrado in the event it offers either terminating-only service (Section 44.6.1.2.1) and/or subsequently offers voice service (Sections 44.6.1.2.2-44.6.1.2.4) to end users. If Intrado never offers its customers the ability to dial 911, then this language will never apply. However, AT&T Florida's language is appropriate for Intrado and should be adopted because the ICA will contain terms and conditions for Intrado to offer local exchange service, including the ability to dial 911, during the term of the agreement. Moreover, inclusion of this language is necessary in the event another carrier (that is a data-only provider) adopts this ICA.

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

Position: Federal rules require the POI to be established on the incumbent LEC's network. Because this is 911 traffic and not local exchange or exchange access traffic, when Intrado is designated 911/E911 service provider, Intrado will need to establish a POI within AT&T Florida's network at the most economical and efficient location to provide service to a PSAP. This location is AT&T Florida's Selective Router (SR) location.

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

Position: Intrado will need to establish a POI within AT&T Florida's network at the most economical and efficient location to provide service to a PSAP, which is at AT&T Florida's Selective Router (SR) location.

Issue 4(c): **What terms and conditions should govern points of interconnection (POIs) when: (c) a fiber mid-span meet is used;**

Position: The Parties should interconnect at AT&T Florida's selective router location, not at some other point to be dictated by Intrado. (*See also* Issue 4b.) The language disputed in NIM does not exist if the 9-state template is used.

Issue 5: **(a) Should specific terms and conditions be included in the ICA for inter-selective router trunking? If so, what are the appropriate terms and conditions?**

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

Position: The best industry practice is for the parties to negotiate private agreements for the arrangements at issue with the participation of PSAPs and other relevant government agencies. Such agreements are necessary because it is the PSAP customer that determines whether a Selective Router is installed. Also, AT&T Florida should not be required to notify Intrado of each and every dialing plan change. Such notification is unduly burdensome and unnecessary, because AT&T Florida experiences numerous dialing plan changes on a regular basis that have no impact whatsoever on inter-selective router trunking for 911.

Issue 6: **(a) Should requirements be included in the ICA on a reciprocal basis for: (1) trunking forecasting; (2) ordering; and (3) service grading:**

(b) If not, what are the appropriate requirements?

Position: (a) (1) Intrado should provide an initial trunk forecast to ensure adequate trunking to accommodate its demand when it enters the local exchange service market. While AT&T Florida's general trunk forecast is made available to CLECs on an ongoing basis, AT&T Florida's trunk forecast will have no meaning for Intrado from an initial implementation perspective; (2) Both parties should follow industry standard ordering guidelines and systems, using Access Service Requirements (ASRs) and the EXACT system. AT&T Florida should not be obligated to use an undefined and non-standard ordering system; (3) Resolved.

(b) See part (a).

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

Position: Yes. 911 NIM § 2.1 provides that the Parties will agree to the physical architecture plan in a particular interconnection area. AT&T Florida proposes that the Parties document that plan prior to implementation. This documentation will avoid potential disputes. In 911 NIM § 2.4, AT&T Florida proposes to require Intrado to provide notification of its actual "intent" to change the Parties' architecture plan, not to simply notify AT&T Florida of its request for such a change. A request does not necessarily indicate intention to proceed with a change. Intrado needs to notify AT&T Florida using the proper form when it intends to interconnect to an AT&T Florida Selective Router. Further, 120-days notice (rather than only 30) is appropriate when Intrado will add a switch to its network, because adding a switch is a significant network change that affects every carrier providing service in that geographic area. The disputed language in NIM does not exist if the 9-state template is used.

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

Position: This issue is resolved.

Issue 8(a): **What terms and conditions should be included in the ICA to address access to 911/E911 database information when AT&T is the Designated E911 Service Provider?**

Position: AT&T Florida opposes Intrado's proposed use of the vague and undefined term "ALI interoperability" in 911 § 3.4.3. Also, AT&T Florida opposes Intrado's proposed language regarding cooperative maintenance of steering tables. Steering tables are internal proprietary routing translations for which each carrier is responsible. AT&T Florida proposes to share information necessary to route between networks, but not within AT&T Florida's network.

Issue 8(b): **What terms and conditions should be included in the ICA to address access to 911/E911 database information when Intrado Comm is the Designated E911 Service Provider?**

Position: This issue is resolved.

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

Position: In 911 § 9, AT&T Florida proposes language that provides that the 911 appendix applies to the provision of 911 service pursuant to Section 251. AT&T Florida's language also provides for the completion of a state-specific form (as applicable) that documents the 911 specifications of each Party, and that is to be approved by the affected E911 Customer(s). This language properly captures the documentation of 911 specifications, whereas Intrado seeks to omit virtually all AT&T Florida's language, leaving a void in the ICA.

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

Position: The Parties disagree regarding the definition of the term "911 Trunk" or "E911 Trunk." Intrado's proposed language could inappropriately require AT&T Florida to provide direct trunking from its end offices to Intrado's selective router, even if that required AT&T Florida to implement extensive network modifications to support Class Marking. (*See also* Issue 3a.)

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

Position: This issue is resolved.

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

Position: This issue is resolved.

Issue 13(a): What subset of traffic, if any, should be eligible for intercarrier compensation when exchanged between the Parties?

Position: This issue does not exist if the 9-state template is used. The parties disagree as to the proper definitions for "Section 251(b)(5) Traffic," "ISP-Bound Traffic" and "Switched Access Traffic" as those terms appear in the 13-state template. AT&T Florida defines these terms with specificity to clearly articulate the conditions under which traffic is subject to intercarrier compensation. Intrado's proposed language, which generally defines these terms in accordance with "Applicable Law" is unnecessarily vague and should be rejected.

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

Position: This issue does not exist if the 9-state template is used. AT&T Florida proposes that Intrado assist AT&T Florida in removing Switched Access Traffic improperly

routed over Local Interconnection trunks. Intrado's proposed language, if adopted, could enable traffic washing and related access avoidance schemes, and AT&T Florida would be limited in its ability to forestall any such fraudulent behavior.

Issue 14(a): Should the terms and conditions regarding third-party and interLATA traffic be reciprocal?

Position: This issue is resolved.

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

Position: This issue is resolved.

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

Position: This issue does not exist if the 9-state template is used. As to the 13-state template, the parties disagree on terms and conditions for retroactive treatment following modification or nullification of the compensation plan ("ISP Compensation Plan") set forth in the FCC's ISP Compensation Order. AT&T Florida proposes in IC Section 4.2.1 that retroactive treatment would apply to traffic exchanged as "local calls." This is the appropriate classification of traffic to which a retroactive adjustment would apply. Intrado objects to this language, preferring a vague reference to intervening law, which is redundant and therefore unnecessary.

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

Position: This issue is resolved.

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

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

Position: This issue is resolved.

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

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

Position: This issue does not exist if the 9-state template is used. Even if the 13 State Agreement is used, there is no contract language in dispute. *See also* Issue 2.

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

Position: This issue is resolved.

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

Position: This issue does not exist if the 9-state template is used. Even if the 13 State Agreement is used, there is no contract language in dispute. *See also* Issue 2.

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

Position: This issue is resolved.

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

Position: This issue does not exist if the 9-state template is used. Even if the 13 State Agreement is used, there is no contract language in dispute. *See also* Issue 2

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

Position: This issue does not exist if the 9-state template is used. Even if the 13 State Agreement is used, there is no contract language in dispute. *See also* Issue 2.

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

Position: AT&T Florida opposes Intrado's proposed language in the 13-state General Terms and Conditions § 15.7 that limits AT&T Florida's liability for 911 failures only to those circumstances not "attributable to AT&T." This language should be rejected because is it is vague, ambiguous, and likely to cause future disputes. Moreover, Intrado's tariffs typically include extensive liability language that would protect Intrado in such circumstances. AT&T Florida merely seeks the same protection as Intrado would have.

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

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

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

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

Position: These issues do not exist if the 9 state template is used. Even if the 13 State template is used, there is no contract language in dispute.

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

Position: This issue is resolved.

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

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

Position: This issue is resolved.

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

Position: This issue is resolved.

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

Position: This issue does not exist if the 9 state template is used. AT&T Florida's proposal for use in the 13 state template to round airline mileage to the next mile is consistent with the industry standard practice and should be adopted.

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

Position: This issue does not exist if the 9 state template is used. AT&T Florida opposes Intrado's proposal that prices "to be determined", must be approved by the Commission and agreed to by Intrado. Intrado should not have the option of rejecting Commission-approved prices.

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

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

Position: This issue is resolved.

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

Position: This issue is resolved.

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

Position: This issue is resolved.

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

Position: This issue does not exist if the 9 state template is used. Even if the 13 State Agreement is used, there is no disputed language.

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

Position: This issue does not exist if the 9 state template is used. A non-standard collocation request is any collocation request that is beyond the terms and conditions set forth in the interconnection agreement.

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

Position: Yes. Intrado should be required to pay for non-standard collocation arrangements based on the specific criteria of the request (*i.e.*, individual case basis). While another carrier might have what Intrado would characterize as "similar" to what Intrado requests, it may actually be quite different – resulting in different costs to AT&T Florida to provision and leading to disputes. Furthermore, another carrier's collocation arrangements may have been engineered and provisioned years ago, making any associated costs obsolete.

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

Position: This issue does not exist if the 9 state template is used. Even if the 13 state template is used, there is no contract language in dispute.

Issue 36: Should the terms defined in the interconnection agreement be used consistently throughout the agreement?

Position: Defined terms should be appropriately capitalized throughout the interconnection agreement based on the use of the terms. There may be instances in which Intrado has capitalized terms that are not used in a manner consistent with the definition. For example, in the 13-state GTC, End User is defined relative to customers of AT&T Florida and Intrado specifically, not end users of other parties generally. In these cases, capital letters should not be used.

E. Stipulations

The parties have entered into no stipulations at this time.

F. Pending Motions

There are no pending motions.

G. AT&T Florida's Notice of Intent to Use Confidential Information at Hearing

AT&T Florida has provided confidential information to Commission Staff in response to discovery requests by Staff, and may provide additional confidential information in response to future discovery. AT&T Florida has requested or intends to request confidentiality for the following:

1. AT&T Florida's Response to Staff's Request for Production No. 1.

AT&T Florida reserves the right to use any such information at hearing, subject to appropriate measures to protect its confidentiality.

H. Other Requirements

AT&T Florida knows of no requirements set forth in the Prehearing Order with which it cannot comply.

Respectfully submitted this 5th day of June 2008.

AT&T FLORIDA

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