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April 15, 2021
Via ECFS

Secretary
Federal Communications Commission
Washington, DC 20554
Attn: Wireline Competition Bureau

RE: Application of Intrado IP Communications, Inc. for Authorization to Obtain Numbering Resources
Pursuant to Section 52.12(g) of the Commission's Rules, WC Docket No. 21-

Dear Secretary:

Pursuant to Section §52.15(g)(3)(i) of Commission's Rules,ⁱ Intrado IP Communications, Inc. ("Intrado") hereby submits its Application for Authorization to Obtain Numbering Resources.

Any questions you may have regarding this filing should be directed to my attention at 407-740-3031 or via email to Sthomas@inteserra.com. Thank you for your assistance in this matter.

Sincerely,

/s/Sharon Thomas

Sharon Thomas
Consultant

cc: Sean Ward - Intrado IP
tms: FCx2101

Enclosures
ST/mp

ⁱ 47 C.F.R. §52.15(g).

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

<i>In the Matter of</i>)	
)	
Intrado IP Communications, Inc.)	WC Docket No. 21-_____
For Authorization to Obtain Numbering)	
Resources Pursuant to Section 52.15(g) of the)	
Commission’s Rules)	

**APPLICATION OF INTRADO IP COMMUNICATIONS, INC. FOR
AUTHORIZATION TO OBTAIN NUMBERING RESOURCES**

Intrado IP Communications, Inc. f/k/a West IP Communications, Inc. (“Intrado IP”), an interconnected VoIP provider currently offering interconnected VoIP service to business customers, files this application with the Federal Communications Commission (“Commission”) for authorization to acquire telephone numbers directly from the North American Numbering Plan Administrator and the Pooling Administrator (“Numbering Administrators”) pursuant to Section 52.15(g)(3) of the Commission’s rules. An interconnected VoIP provider may obtain numbering resources from the Numbering Administrators upon showing that it is authorized to provide service in the area for which the numbering resources are requested.¹ Such authorization may be obtained upon application to the Commission containing the information in Section 52.15(g)(3)(i) of the Commission’s Rules.² Intrado IP hereby provides that information and requests that the Commission grant the authorization.

¹ 47 C.F.R. § 52.15(g)(2); Numbering Policies for Modern Communications et al., Report & Order, 30 FCC Rcd. 6839 (2015).

² 47 C.F.R. § 52.15(g)(3).

I. INFORMATION REQUIRED BY SECTION 52.15(g)(3)(i)

a) § 52.15(g)(3)(i)(A)

Name: Intrado IP Communications, Inc.
Address: 401 South 4th Street, Suite 200
Louisville, KY 40202
Telephone: 720-864-5510
Qualified Personnel: Sean Ward, VP, Deputy General Counsel
Email: sward@intrado.com

b) § 52.15(g)(3)(i)(B)

Intrado IP hereby acknowledges that authorization to obtain numbering resources under Section 52.15(g) of the Commission's Rules is subject to compliance with applicable Commission numbering rules, numbering authority delegated to the states, and industry guidelines and practices regarding numbering as applicable to telecommunications carriers.

c) § 52.15(g)(3)(i)(C)

Intrado IP hereby acknowledges that it must file requests for numbers with the relevant state commission(s) at least 30 days before requesting numbers from the Numbering Administrators. Intrado IP will initially seek numbering resources in Georgia.

d) § 52.15(g)(3)(i)(D)

Intrado IP hereby sets forth its capability to provide service within 60 days of the numbering activation date. Intrado IP currently provides interconnected VoIP service to business customers in all 50 states. As noted above, Intrado IP intends to initially request numbering resources in Georgia but anticipates requesting resources from most or all states over time. Intrado IP will utilize the services of its affiliated competitive local exchange carrier (CLEC) partner, Intrado Communications, LLC, to provide connections to the Public Switched Telephone Network. Intrado Communications, LLC in turn has an interconnection agreement in effect with AT&T (f/k/a BellSouth Telecommunications, Inc.), the incumbent local exchange carrier in Georgia. This arrangement will enable Intrado IP to deliver traffic to and receive traffic

from the PSTN for all Intrado IP numbering resources. Intrado IP likewise has the staff necessary to meet its number porting obligations. As proof of its facilities readiness, Intrado IP has attached to this application as Exhibit A the relevant pages of an interconnection agreement between its carrier partner Intrado Communications, LLC and AT&T.³

e) § 52.15(g)(3)(i)(E)

Intrado IP certifies that it complies with its Universal Service Fund contribution obligations under 47 C.F.R. part 54, subpart H, its Telecommunications Relay Service contribution obligations under 47 C.F.R. § 64.604(c)(5)(iii), its North American Numbering Plan and Local Number Portability Administration contribution obligations under 47 C.F.R. §§ 52.17 and 52.32, its obligations to pay regulatory fees under 47 C.F.R. § 1.1154, and its 911 obligations under 47 C.F.R. part 9.

f) § 52.15(g)(3)(i)(F)

Intrado IP certifies that it possesses the financial, managerial, and technical expertise to provide reliable service. Intrado IP's key management includes:

Mark Smith, IT Director: Mr. Smith has more than a decade of experience deploying carrier related services, up to and including ICA agreements.

Michelle Constantine, Porting Supervisor: Ms. Constantine has more than fifteen years of experience in the telecommunications industry, including supervising porting and related operations for a variety of interconnected VoIP providers and competitive local exchange carriers.

Jaime Zetterstrom, VP of IT: Ms. Zetterstrom has more than a decade of experience developing and overseeing communications infrastructure and telecommunications operations for interconnected VoIP and competitive local exchange providers.

Robert Bellmar, Co-President: Mr. Bellmar has more than a decade of experience managing communications operations, teams, business in the collaboration voice service space.

³ The attached interconnection agreement between BellSouth Telecommunications, Inc. (now known as AT&T) and KMC Data, LLC is the current interconnection agreement between Intrado communications and AT&T. KMC Data was purchased by Hypercube, which was in turn purchased by Intrado Communications. The name changes are not reflected on the agreement.

Intrado IP states that none of the identified personnel is being or has been investigated by the Commission or any law enforcement or regulatory agency for failure to comply with any law, rule or order.

g) § 52.15(g)(3)(i)(G)

Intrado IP hereby certifies that no party to this application is subject to a denial of Federal benefits pursuant to section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 862.

II. ACKNOWLEDGEMENT OF CONDITIONS IN SECTION 52.15(g)(3)(iv)

As required by Section 52.15(g)(3)(iv), Intrado IP will maintain the accuracy of all contact information and certifications in the application and will file a correction with the Commission and each applicable state within 30 days of any changes. Intrado IP will also furnish accurate regulatory and numbering contact information to each state commission when requesting numbers in that state.

III. CONCLUSION

Pursuant to Section 52.15(g)(3)(i) of the Commission's Rules, Intrado IP respectfully requests the Commission grant this application for authorization to obtain numbering resources.

Respectfully submitted,

/s/ Sharon Thomas

Sharon Thomas
Consultant
Inteserra Consulting Group, Inc.
151 Southhall Lane, Suite 450
Maitland, FL 32751

Submitted on April 15, 2021

EXHIBIT A

**at&t****WHOLESALE AGREEMENT*****Customer Name: KMC Data, LLC***

KMC Data, LLC - Renegotiation 2005	2
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ATT 1 - Exhibit E - Discounts & Rates	60
ATT 2 - Network Elements & Other Services	69
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ATT 2 - Network Elements - Exhibit B - Rates	368
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ATT 5 - Access to Numbers & Number Portability	598
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KMC Data, LLC-NC Rates, CCS7 Rates & Replace ATT 3 Rates Amendment	680
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Interconnection Agreement
Between
BellSouth Telecommunications, Inc.
and
KMC Data, LLC

AGREEMENT GENERAL TERMS AND CONDITIONS

This agreement (Agreement) is made by and between BellSouth Telecommunications, Inc., (“BellSouth”), a Georgia corporation, and KMC Data, LLC (“KMC Data”), a limited liability company, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either BellSouth or KMC Data or both as a “Party” or “Parties.”

W I T N E S S E T H

WHEREAS, BellSouth is an incumbent local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, KMC Data is or seeks to become a CLEC authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, KMC Data wishes to resell BellSouth’s telecommunications services and purchase network elements and other services, and, primarily in connection therewith, may wish to utilize collocation space as set forth in Attachment 4 of this Agreement); and

WHEREAS, the Parties wish to interconnect their facilities and exchange traffic pursuant to and consistent with the rights and obligations set forth in Sections 251 and 252 of the Act.

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and KMC Data agree as follows:

1. **Definitions**

The use of the term end user or customer throughout this Agreement shall not be construed to expand on or eliminate any rights or obligations of the Parties.

1.1 The definitions set forth in this Section apply to the Agreement as a whole and both Parties’ conduct thereunder. Additional definitions are included in the various attachments to this Agreement. Unless the context clearly indicates otherwise, any term defined or used in the singular shall include the plural.

1.2 **Affiliate** is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term “own” means to own an equity interest (or equivalent thereof) of more than ten (10) percent.

- 2.1 Prior to execution of this Agreement, BellSouth may request and KMC Data agrees to provide BellSouth in writing KMC Data's CLEC certification for all states covered by this Agreement except Kentucky. BellSouth will file this Agreement with the appropriate Commission for approval.
- 2.2 To the extent KMC Data is not certified as a CLEC in each state covered by this Agreement as of the execution hereof, KMC Data will notify BellSouth in writing and provide CLEC certification when it becomes certified to operate in any other state covered by this Agreement. Upon notification, BellSouth will file this Agreement with the appropriate Commission for approval.

3. **Term of the Agreement**

- 3.1 The term of this Agreement shall be three and one half (3 ½) years, beginning on the Effective Date and shall apply to the BellSouth territory in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. Notwithstanding any prior agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date.
- 3.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement for a new agreement to be effective beginning on the expiration date of this Agreement (Subsequent Agreement).
- 3.3 If, within one hundred and thirty-five (135) days of the designated start date of the negotiation referred to in Section 3.2, above, the Parties are unable to satisfactorily negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices pursuant to 47 U.S.C. § 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the Subsequent Agreement no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its Arbitration order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the Subsequent Agreement, the Subsequent Agreement ultimately ordered by the Commission, or negotiated by the Parties, will be effective upon the effective date set forth in the Subsequent Agreement.
- 3.4 Notwithstanding the foregoing and except as set forth in Section 3.4.1 below, in the event that, as of the date of the expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 252 of the Act, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to KMC

Data pursuant to BellSouth's then current standard interconnection agreement or KMC Data may exercise its rights under Section 252(i) of the Act. In the event that BellSouth's standard interconnection agreement becomes effective as between the Parties or KMC Data adopts another agreement, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective as of the effective date stated in such Subsequent Agreement.

- 3.4.1 If an arbitration proceeding has been filed in accordance with Section 252 of the Act and if the Commission does not issue its order prior to the expiration of this Agreement, this Agreement shall be deemed extended on a month-to-month basis until the Subsequent Agreement becomes effective. The terms of such Subsequent Agreement shall be effective as of the effective date stated in such Subsequent Agreement and shall not be applied retroactively to the expiration date of this Agreement unless the Parties agree otherwise. Neither Party shall refuse to provide services to the other Party during the negotiation of the Subsequent Agreement or the transition from this Agreement to the Subsequent Agreement.

4. **Termination**

- 4.1 KMC Data may terminate any network element, interconnection or other services provided under this Agreement upon thirty (30) days written notice to BellSouth. In such cases, KMC Data's obligation to pay for such network element, interconnection or other services shall be limited to the amounts due provided up to and including the date of termination.
- 4.2 Upon notice of termination, the Parties agree to cooperate in an orderly and efficient transition to KMC Data or another vendor and to exercise their best efforts to effect an orderly and efficient transition.

5. **Operational Support Systems**

- 5.1 KMC Data shall pay charges for Operational Support Systems (OSS) as set forth in this Agreement in Attachment 1 and/or in Attachments 2, 3 and 5, as applicable.

6. **Parity**

- 6.1 When KMC Data purchases services from BellSouth pursuant to Attachment 1 of this Agreement for the purposes of Resale to its customers, such services shall be at least equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its Affiliates, subsidiaries and customers. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to KMC Data shall be at least equal in quality to that which BellSouth provides to itself, its Affiliates or any other Telecommunications carrier. The quality of the interconnection between the network of BellSouth and the network of KMC Data shall be at a level that is at least equal to that which BellSouth provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

By: Kristen E. Rowe

Name: Kristen E. Rowe

Title: Director

Date: 7/5/05

KMC Data, LLC

By: Marva Brown Johnson

Name: Marva Brown Johnson

Title: Vice President and Senior Counsel

Date: 7/1/2005