



PHOENIX
NETWORK

July 9, 1993

Division of Records and Reports
Florida Public Service Commission
101 East Gaines Street
Tallahassee, Florida 32399-0850

930679-TI

TI 943
IXC 2479

Phoenix Network, Inc. hereby transmits for filing an original and four copies of revisions its tariff, attached hereto. The revisions, which replace the tariff in its entirety, add Phoenix Network, Inc. d/b/a Office Depot Communications to the header of each page of the tariff. The change in the tariff header is the only change in this transmittal. These changes have been discussed with Tom Williams and Jim Strong. Also enclosed is one copy of the legislative format of the tariff, and an extra copy of this transmittal letter would you please date stamp the letter and return it to me in the enclosed self addressed stamped envelope.

If you have any questions, or need additional information please contact me on (415) 981-3000, extension 330.

Very truly yours,

Helen A. Morgan
Manager, Regulatory Affairs

enclosure

DOCUMENT NUMBER - DATE

07441 JUL 12 93

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service for telecommunications services provided by Phoenix Network, Inc., with principal office at One Maritime Plaza, Ste 2525, San Francisco, California, 94111. This tariff applies for services furnished within the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: July 9, 1993

Effective:

by: Jeffrey L. Bailey
Senior Vice President and Chief Financial Officer
Phoenix Network, Inc.
One Maritime Plaza, Ste 2525
San Francisco, California 94111

CHECK SHEET

Sheets 1 through 14 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

SHEET	REVISION
1	Second *
2	Fourth*
3	First*
4	First*
5	First*
6	Second*
7	Second*
8	Second*
9	First*
10	Second*
11	First*
12	Fourth*
12.1	Third*
13	Fourth*
13.1	Third*
13.2	Third*
13.3	Third*
13.4	Second*
14	Second*

* Indicates new or revised sheet with this filing.

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- D - Delete or discontinue
- I - Change resulting in an increase to a customer's bill
- M - Moved from another tariff location
- N - New
- R - Change resulting in a reduction to a customer's bill
- T - Change in text or regulation but no change in rate or charge

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TARIFF FORMAT

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

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4 revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(*)I.(i).
- 2.1.1.A.1.(a).I.(i).(i).

D. Check Sheets - When a tariff filing is made with the FPSC, an updated check sheet accompanies the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk(*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc, remains the same, just revised revision levels on some pages). The Tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Authorization Code - A numerical code, one or more of which are available to a customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the customer for billing purposes.

Company - Phoenix Network, Inc.

Customer - The person, firm, corporation or other entity which orders service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

Day - From 8:00 AM up to but not including 5:00 PM local time Monday through Friday.

Evening - From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

Holidays - Phoenix Network, Inc. observes the following holidays; New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day.

Long Distance Carrier - The facilities utilized by the Company to carry the customers' long distance calls (i.e. ATT, MCI or U.S. Sprint)

Night - From 11:00 PM up to but not including 8:00 AM Sunday through Friday and 12:00 AM Saturday up to but not including 5:00 PM Sunday.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Phoenix Network, Inc.

Phoenix Network, Inc. services are furnished for communications originating in any equal access area within the State of Florida under terms of this Tariff.

Phoenix Network, Inc. provides the communication services described hereinunder in accordance with the terms and conditions set forth under this Tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the long distance carrier. The customer shall be responsible for all charges due for such service arrangement.

2.2 Payment and Billing

2.2.1 Service is provided and billed on a monthly (30-day) basis, beginning on the date that billing becomes effective. However, bills will not be mailed unless there is a five dollar charge (debit or credit). Service continues to be provided until canceled by the customer, in writing, on not less than 30 days' notice.

2.2.2 The customer is responsible for payment of all charges for services furnished to the customer.

2.2.3 Billing will be payable upon receipt. Rebilling fee at the rate of 1.5% per month, unless proscribed by law, in which event at the highest rate allowed by the law, will accrue upon any unpaid amount commencing as per invoice terms.

2.2.4 Applicants may be required at any time to make an advance payment up to an amount equaling one month's actual or estimated charges for the services to be provided.

2.2.5 If notice of a dispute as to charges is not received, in writing, by Phoenix Network, Inc. within 30 days after an invoice is rendered, such invoice shall be deemed to be correct and binding upon the customer.

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SECTION 2 - RULES AND REGULATIONS

2.2.6 A charge of \$15.00 will be made on any insufficient fund check returned to the Company on the customer's account.

2.3 Minimum Service Period

The minimum period of service is one month(30 days).

2.4 Cancellation

Phoenix Network, Inc., may discontinue or cancel an application for service without incurring any liability for any of the following reasons:

2.4.1 Non-payment of any sum due to Phoenix Network, Inc. for service for more than 60 days beyond the actual usage for such service; However, service will neither be disconnected, nor refused, For nonpayment of a dishonored check service charge

2.4.2 A violation of any law, rule or regulation of any governing authority having jurisdiction over the service;

2.4.3 Prohibition from furnishing services by order of a court or other government authority having jurisdiction;

2.4.4 For usage beyond the credit limit;

2.4.5 Providing false or misleading credit information.

2.5 Interruption of Service

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

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SECTION 2 - RULES AND REGULATIONS

2.6 Liability

2.6.1 The liability of Phoenix Network, Inc. for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, commences upon activation of service and in no event exceeds an amount equivalent of the proportionate charge to the customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occur. For the purpose of computing such amount, a month is considered to have 30 days.

2.6.2 Phoenix Network, Inc. is not liable for any act or omission of any other company or companies furnishing a portion of the service.

2.6.3 Phoenix Network, Inc. is not liable for any acts or claims made by independent authorized distributors unless they are expressly approved by an officer of Phoenix Network, Inc. in writing or contained in a document provided by Phoenix Network, Inc. to the distributor or client.

2.6.4 Phoenix Network, Inc. shall be indemnified and held harmless by the customer against:

2.6.4.A Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Phoenix Network facilities;

2.6.4.B Claims for patent infringement arising from combining or connecting Phoenix Network, Inc. facilities with apparatus and systems of the customer; and

2.6.4.C All other claims arising out of any act or omission of the customer in connection with any service provided by Phoenix Network, Inc.

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2.6.5 Phoenix Network, Inc. shall not be liable for and the customer indemnifies and holds Phoenix Network, Inc. harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of the customer or any other property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use is not the direct result of Phoenix Network, Inc. negligence. No agents or employees of other carriers shall be deemed to be agents or employees of Phoenix Network, Inc.

2.7 Deposits/Advance Payments

The Company does not require a deposit from the customer. For customers whom the Company feels an advance payment is necessary, an amount, not to exceed one (1) month's estimated charges, will be collected as an advance payment. This will be applied against the next month's charges and, if necessary, a new advance payment for the next month will be collected.

2.8 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.9 Employee Concessions

Any employee of the Company in good standing for six months or longer may receive any of the Company's services at the Company's cost of providing such services.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Timing of Calls

Billing for calls begins at the time carrier's frequency monitoring device detects that the called party has answered and ends when the device detects that the called party or calling party hangs up. These frequency monitoring devices have accuracy of 95 to 99%.

3.2 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying a formula to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research in their NPA-NXX V & H Coordinates Tape and Bell's FCC Tariff No. 2.

FORMULA

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

3.3 Minimum Call Completion Rate

A customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 99% during peak use periods for all FG D services ("1+" dialing).

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SECTION 3 - DESCRIPTION OF SERVICE

3.4 Service Offerings

3.4.1 Equal Access service

Equal Access service is a message toll interLATA telecommunications service offered to residential and business telephone customers served by exchanges converted to equal access.

RA: Subscribers to this service, which is designed for residential customers, receive a basic MTS service.

P1,P2: Subscribers to these services authorize Carrier to select the long distance carrier that offers the greatest savings to the customers.

EX, PX: Subscribers to this service receive an 800-type service and are billed for terminating minutes of use, but are not required to obtain a dedicated access facility. EX customers select Sprint as their underlying facilities based carrier. PX customers authorize Phoenix to select the long distance carrier offering the greatest customer savings.

EA, A0, A2: Subscribers to these services utilize the AT&T system for service.

S1, EM: Subscribers to these services utilize the Sprint system for service. S1 provides for a periodic discount every 12 months in addition to monthly discounts. EM provides for monthly discounts.

F1: Subscribers to this service pay a flat, per minute, rate.

F2: Subscribers to this service pay a flat, per minute, rate billed in six second increments.

PW: Subscribers to this service subscribe to a Phoenix international product and are also offered reduced intrastate rates.

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Section 4 - RATES

Dedicated Access Services Intrastate Rates-Per Minute of Use (all dedicated services are billed in six second increments)

	<u>MILEAGE</u>	<u>DAY</u>	<u>EVENING</u>	<u>NIGHT</u>
<u>DA</u>	0-55	.1340	.1120	.0910
	56-292	.1340	.1120	.0910
	293-430	.1340	.1120	.0910
	431-925	.1340	.1120	.0910
	926-1910	.1340	.1120	.0910
<u>DS</u>	0-55	.1326	.0989	.0789
	56-292	.1326	.0989	.0789
	293-430	.1326	.0989	.0789
	431-925	.1326	.0989	.0789
	926-1910	.1326	.0989	.0789
<u>DX</u>	0-292	.1532	.1252	.1043
	293-430	.1615	.1318	.1100
	431-925	.1658	.1355	.1128
	926-1910	.1743	.1427	.1188
<u>T1,T2,T3</u>	0-END	.1315	.1315	.1315
<u>DNS/SDN</u>	0-END	.1890	.1890	.1890

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Discounts

DA

First \$7,499/mo	5%
\$7,500 to \$30,000	10%
Over \$30,000	10%

DX

\$0 to \$9,999	15%
\$10,000 to \$29,999	25%
Over \$30,000/mo	30%

T1, T2, T3 (Discount depends on term length)

	TERM LENGTH		
	<u>1 year (T-1)</u>	<u>2 years (T-2)</u>	<u>3 years (T-3)</u>
\$0 - 4,000	0%	4%	6%
\$4,000 - 7,000	2%	4%	6%
\$7,000 - 15,000	4%	5%	8%
\$15,000 +	6%	8%	10%

4.3 -Calling Card Services

Travel Card Service

Flat rate of \$0.22 per minute.

1. \$0.55 surcharge per call
2. One minute billing increments

Choice Card Service

Flat rate of \$0.27 per minute

1. No surcharge
2. Six second billing increments (60 second minimum)

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SECTION 4 - RATES

4.3 Charges Related to All Services

Operator Service\$1.88 per call
Person to Person\$3.50 per call
Directory Assistance\$0.65 per call

4.4 Special Promotions

The Company will, from time to time, offer special promotions to its customers waiving certain charges. These promotions will be approved by the FPSC with specific starting and ending dates and under no circumstances run for longer than 90 days in any 12 month period.

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