

# CONVERGENCE, INC.

DEPOSIT  
D128 #

DATE  
APR 20 1999

April 12, 1999

Florida Public Service Commission  
Division of Records and Reporting  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

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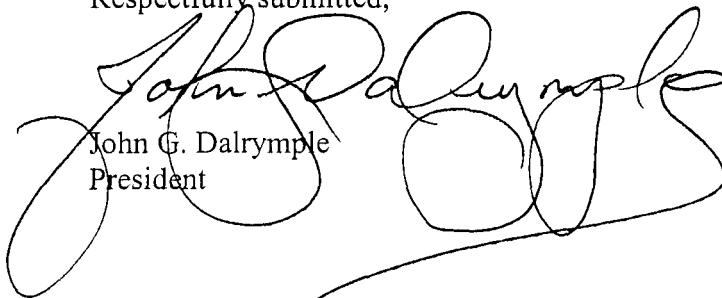
RE: Application of Convergence, Inc.

To Whom It May Concern:

Enclosed for filing with the Florida Public Service Commission please find an original and six (6) copies of Convergence, Inc.'s application to provide interexchange telecommunications services in the State of Florida. Also enclosed is a tariff containing information regarding the terms, conditions and rates for Convergence's interexchange telecommunications services in Florida, as well as a check in the amount of \$ 250.00 to cover the requisite filing fee. Convergence's financial statements are being submitted under seal on the grounds that they contain strictly confidential and proprietary information.

Please do not hesitate to call me if you have any questions.

Respectfully submitted,



John G. Dalrymple  
President

(04931-99)

This document has been placed in confidential storage pending advice on handling from OPR staff.

DOCUMENT NUMBER-DATE  
04930 APR 19 99  
FPSC-RECORDS/REPORTING

1007

**\*\* FLORIDA PUBLIC SERVICE COMMISSION \*\***

**DIVISION OF TELECOMMUNICATIONS**  
**BUREAU OF CERTIFICATION AND SERVICE EVALUATION**

**Application Form for Authority to Provide  
Interexchange Telecommunications Service  
Between Points Within the State of Florida**

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**Instructions**

- ◆ This form is used as an application for an original certificate and for approval of assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Appendix A).
- ◆ Print or Type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- ◆ Use a separate sheet for each answer which will not fit the allotted space.
- ◆ Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of **\$250.00** to:

**Florida Public Service Commission  
Division of Records and Reporting  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850  
(850) 413-6770**

Note: **No filing fee is required** for an assignment or transfer of an existing certificate to another certificated company.

- ◆ If you have questions about completing the form, contact:

**Florida Public Service Commission  
Division of Telecommunications  
Bureau of Certification and Service Evaluation  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850  
(850) 413-6600**

DOCUMENT NUMBER-DATE  
**04930 APR 1988**  
FPSC-RECORDS/REPORTING

1. This is an application for  (check one):

**Original certificate** (new company).

**Approval of transfer of existing certificate:**

Example, a certificated company purchases an existing certificated company and desires to retain the authority of both certificates.

**Approval of assignment of existing certificate:**

Example, a non-certificated company purchases an existing company and desires to retain the certificate of authority rather than apply for a new certificate.

**Approval of transfer of control:**

Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of company:

CONVERGENCE, INC.

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3. Name under which applicant will do business (fictitious name, etc.):

CONVERGENCE, INC.

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4. Official mailing address (including street name & number, post office box, city, state, zip code):

CONVERGENCE, INC.

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2205 N. 20th street

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Tampa, FL 33605

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5. Florida address (including street name & number, post office box, city, state, zip code):

CONVERGENCE, INC.

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2205 N. 20th street, Tampa, FL 33605

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6. Select type of business your company will be conducting  $\sqrt$ (check all that apply):

- Facilities-based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
- Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
- Switchless Rebiller** - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
- Multi-Location Discount Aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers, then offers resold service by enrolling unaffiliated customers.
- Prepaid Debit Card Provider** - any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

7. Structure of organization;

- |  |   |
|--|---|
| <input type="checkbox"/> Individual          | <input checked="" type="checkbox"/> Corporation |
| <input type="checkbox"/> Foreign Corporation | <input type="checkbox"/> Foreign Partnership    |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership    |
| <input type="checkbox"/> Other _____         |   |

8. If individual, provide: Not Applicable

Name: Not APPLICABLE

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Internet E-Mail Address: \_\_\_\_\_

Internet Website Address: \_\_\_\_\_

9. **If incorporated in Florida**, provide proof of authority to operate in Florida:

(a) **The Florida Secretary of State Corporate Registration number:**  
P99000013332

10. **If foreign corporation**, provide proof of authority to operate in Florida:

(a) **The Florida Secretary of State Corporate Registration number:**  
Not Applicable

11. **If using fictitious name-d/b/a**, provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida:

(a) **The Florida Secretary of State fictitious name registration number:** Not Applicable

12. **If a limited liability partnership**, provide proof of registration to operate in Florida:

(a) **The Florida Secretary of State registration number:** N/A

13. **If a partnership**, provide name, title and address of all partners and a copy of the partnership agreement.

Name: Not Applicable

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Internet E-Mail Address: \_\_\_\_\_

Internet Website Address: \_\_\_\_\_

14. **If a foreign limited partnership**, provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable.

(a) **The Florida registration number:** Not Applicable

15. Provide **F.E.I. Number** (if applicable): 59-356 5078

16. Provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services?  
(  ) Yes (  ) No

(b) If not, who will bill for your services?

Name: N/A

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

(c) How is this information provided?

N/A  
\_\_\_\_\_  
\_\_\_\_\_

17. Who will receive the bills for your service?

- |  |  |
|--|--|
| ( <input type="checkbox"/> ) Residential Customers | ( <input checked="" type="checkbox"/> ) Business Customers |
| ( <input type="checkbox"/> ) PATs providers        | ( <input type="checkbox"/> ) PATs station end-users        |
| ( <input type="checkbox"/> ) Hotels & motels       | ( <input type="checkbox"/> ) Hotel & motel guests          |

( ) Universities ( ) Universities dormitory residents  
( ) Other: (specify) \_\_\_\_\_

18. Who will serve as liaison to the Commission with regard to the following?

(a) The application:

Name: John Dalrymple

Title: President

Address: 2205 N. 20th street

City/State/Zip: TAMPA, FL 33605

Telephone No.: 813 241-4299 Fax No.: 813 241-8532

Internet E-Mail Address: John@4convergence.com

Internet Website Address: www@4convergence.com

(b) Official point of contact for the ongoing operations of the company:

Name: John Dalrymple

Title: President

Address: 2205 N. 20th street

City/State/Zip: Tampa, FL 33605

Telephone No.: 813 241-4299 Fax No.: 813 241-8532

Internet E-Mail Address: john@4convergence.com

Internet Website Address: www@4convergence.com

(c) Complaints/Inquiries from customers:

Name: Cindy Orr

Title: Manager

**Address:** 2205 N. 20th Street

**City/State/Zip:** Tampa, FL 33605

**Telephone No.:** 813 241-4299 **Fax No.:** 813 241-8532

**Internet E-Mail Address:** cindy.orr@4convergence.com

**Internet Website Address:** www@4convergence.com

19. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

None

(b) has applications pending to be certificated as an interexchange telecommunications company.

None

(c) is certificated to operate as an interexchange telecommunications company.

None

(d) has been denied authority to operate as an interexchange telecommunications company and the circumstances involved.

None

(e) has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.



None

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- (f) has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.

None

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20. Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

- (a) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, please explain.

None

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- (b) an officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

John Dalrymple, President-ComCentral, John Dalrymple, Executive

Vice President-Telesystems, John Dalrymple, Vice President-Datel

John Dalrymple sold his interest in each company to pursue new interests

21. The applicant will provide the following interexchange carrier services  (check all that apply):

a. \_\_\_\_\_ **MTS with distance sensitive per minute rates**

- \_\_\_\_\_ Method of access is FGA
- \_\_\_\_\_ Method of access is FGB
- \_\_\_\_\_ Method of access is FGD
- \_\_\_\_\_ Method of access is 800

b. \_\_\_\_\_ **MTS with route specific rates per minute**

- \_\_\_\_\_ Method of access is FGA
- \_\_\_\_\_ Method of access is FGB
- \_\_\_\_\_ Method of access is FGD
- \_\_\_\_\_ Method of access is 800

c. XX **MTS with statewide flat rates per minute (i.e. not distance sensitive)**

- \_\_\_\_\_ Method of access is FGA
- \_\_\_\_\_ Method of access is FGB
- XX Method of access is FGD
- \_\_\_\_\_ Method of access is 800

d. \_\_\_\_\_ **MTS for pay telephone service providers**

e. \_\_\_\_\_ **Block-of-time calling plan (Reach Out Florida, Ring America, etc.).**

f. XXX **800 service (toll free)**

g. XXX **WATS type service (bulk or volume discount)**

- XX Method of access is via dedicated facilities
- \_\_\_\_\_ Method of access is via switched facilities

h. XX **Private line services (Channel Services)  
(For ex. 1.544 mbs., DS-3, etc.)**

i. \_\_\_\_\_ **Travel service**

- \_\_\_\_\_ Method of access is 950
- \_\_\_\_\_ Method of access is 800

j. \_\_\_\_\_ **900 service**

k. XX **Operator services**

- XXX Available to presubscribed customers
- Available to non presubscribed customers (for example, to patrons of hotels, students in universities, patients in hospitals).
- Available to inmates

I. **Services included are:**

- XXX Station assistance
- XXX Person-to-person assistance
- XXX Directory assistance
- XXX Operator verify and interrupt
- Conference calling

22. Submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed).

See Attached

23. Submit the following:

A. **Financial capability.**

The application should contain the applicant's audited financial statements for the most recent 3 years. If the applicant does not have audited financial statements, it shall so be stated.

The unaudited financial statements should be signed by the applicant's chief executive officer and chief financial officer affirming that the financial statements are true and correct and should include:

1. the balance sheet;
2. income statement; and
3. statement of retained earnings.

**NOTE:** *This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions.*

Further, the following (which includes supporting documentation) should be provided:

1. **A written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.

2. **A written explanation** that the applicant has sufficient financial capability to maintain the requested service.

3. **A written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations.

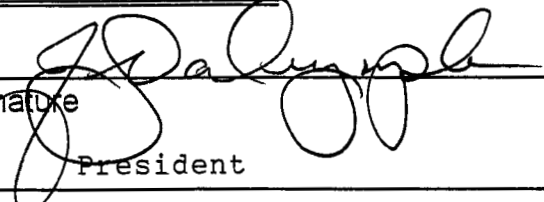
**B. Managerial capability;** give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.

**C. Technical capability;** give resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance.

**\*\* APPLICANT ACKNOWLEDGMENT STATEMENT \*\***

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

**UTILITY OFFICIAL:**

Signature		Date	April 12, 1999
Title	President	Telephone No.	813 241-4299
Address:	2205 N. 20th street, Tampa, FL		813 241-8532
	33605	Fax No.	

**ATTACHMENTS:**

- A - CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C - CURRENT FLORIDA INTRASTATE NETWORK
- D - AFFIDAVIT
  - FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES
  - GLOSSARY

**CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT**

I, (Name) NOT APPLICABLE

(Title) \_\_\_\_\_ of

\_\_\_\_\_  
(Name of Company)

and current holder of Florida Public Service Commission Certificate Number

# \_\_\_\_\_, have reviewed this application and join in the petitioner's request for a:

( ) transfer

( ) assignment

of the above-mentioned certificate.

**UTILITY OFFICIAL:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone No.

Address: \_\_\_\_\_

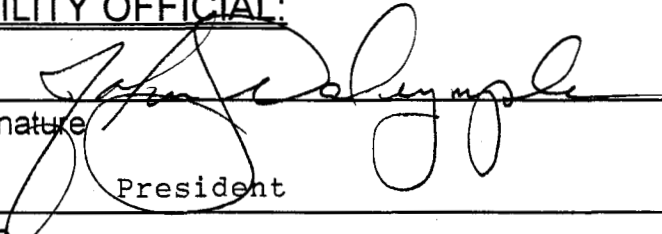
\_\_\_\_\_  
Fax No.

**CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**

A statement of how the Commission can be assured of the security of the customer's deposits and advance payments may be provided in one of the following ways (applicant, please  check one):

- (  ) The applicant will **not** collect deposits nor will it collect payments for service more than one month in advance.
  
- (  ) The applicant intends to collect deposits and/or advance payments for more than one month's service and will file and maintain a surety bond with the Commission in an amount equal to the current balance of deposits and advance payments in excess of one month.  
(The bond must accompany the application.)

**UTILITY OFFICIAL:**

	April 12, 1999
Signature	Date
President	813 241-4299
Title	Telephone No.
Address: 2205 N.20th street	813 241-8532
Tampa, FL 33605	Fax No.

**CURRENT FLORIDA INTRASTATE SERVICES**

Applicant has ( ) or has not ( **XX** ) previously provided intrastate telecommunications in Florida.

If the answer is has, fully describe the following:

a) What services have been provided and when did these services begin?

Not Applicable

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b) If the services are not currently offered, when were they discontinued?

Not Applicable

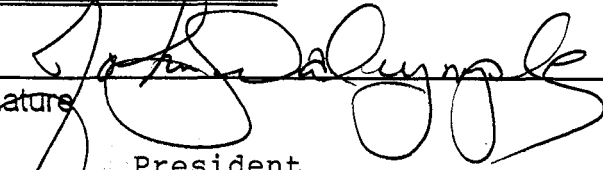
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**UTILITY OFFICIAL:**

  
Signature

President  
Title

Address: 2205 N.20th street  
Tampa, FL 33605

April 12, 1999

Date

813 241-4299

Telephone No.

813 241-8532

Fax No.

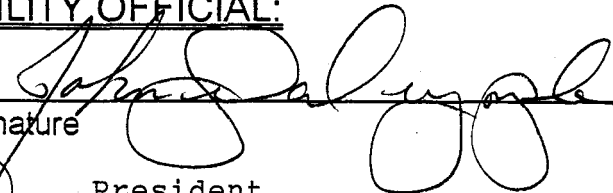


**AFFIDAVIT**

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide alternative local exchange company service in the State of Florida. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

**Further, I am aware that, pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083."**

UTILITY OFFICIAL:

		April 12, 1999
Signature		Date
President		813 241-4299
Title		Telephone No.
Address: 2205 N.20th street		813 241-8532
Tampa, FL 33605		Fax No.
_____		
_____		
_____		
_____		

**ATTACHMENT A**

**UNDER SEPARATE COVER**

**(SEALED)**

## ATTACHMENT B

### STATEMENT OF MANAGERIAL CAPABILITY

Convergence is managerial qualified to provide Interexchange Telecommunications services in Florida. The President and Owner of Convergence has considerable experience in market and strategic planning, sales, business and product development, network operations, finance/business operations and other relevant areas. This is reflected in the resume.

He also has substantial experience in running major business operations to ensure that the company will be employing a management team with collective experience in the telephony industry. And his experience will ensure the company will be operated and managed efficiently and profitably.

# ATTACHMENT C

## STATEMENT OF TECHNICAL CAPABILITY

Convergence Inc. is technically qualified to operate as a provider of Interexchange Telecommunications service in the state of Florida. The President and owner of Convergence Inc., John Dalrymple has over 20 years experience in the telephony industry and is more than qualified in the technical aspect of the business as displayed in the attached resume.

With ample resources to recruiting highly technically qualified personnel Convergence Inc. has the adequate capability and experience to develop and maintain a successful local exchange operation in Florida.

# CONVERGENCE INC.

## Resume – John G. Dalrymple President

Mr. Dalrymple has over 20 years of telephony experience in competitive long distance companies, product development, data communications, systems development, strategic planning, forecasting, sales, engineering, corporate modeling, and finance and executive leadership.

April 1996 - current

Formed Horizon as a network service and consulting company, providing start-up local and long distance companies with technical expertise. The company started primarily as a consulting company, but has shifted its focus towards staffing. Some of the clients included: Intermedia, Sprint/United of Florida, Sprint Metropolitan Networks, Time Warner Comm., and Orlando Telephone Company.

1993 – 1996

National Network Manager, Network Planning  
United Telephone Long Distance, Altamonte Springs, FL

As National Manager of the UTLD Network my responsibility was to oversee the network providing our customers the highest quality of service and provide to the owners an efficient network. One that ran smoothly and profitable. My network designs and enhancements ultimately saved the company over \$2M per year. I left UTLD and started Horizon when the company was merged with Sprint.

1990 – 1993

Consultant – Minneapolis, MN

I operated as independent consultant assisting long distance companies with network management. In early 1993 I returned to Florida and began my involvement with UTLD.

1986 – 1990

ComCentral, Inc. Tampa, FL  
President

I started, with the help of two partners, an Alternative Operator Service Provider. We provided operator assisted long distance to the payphone and lodging industry in the Tampa Bay area. I negotiated an agreement with GTE to utilize their operators, making ComCentral the first company in the nation, other than AT&T, to use local telephone

company operators. This gave our customers of high quality service, and kept its operations very profitable. With this winning combination, ComCentral captured 30% of its market.

1982 – 1986

Telesystems, Inc. Lakeland, FL  
Executive Vice President

With the aid of a partner, I started a new long distance company, Telesystems, Inc. In 1983 we negotiated a partnership with Vista United Tel., a local telecom owned by Disney. In the agreement, Vista leased a DMS 250 switch at Disney World to Telesystems. The company in turn moved its network onto the DMS 250 and provided long distance service to Walt Disney World as well as customers through out Florida. This proved to be very profitable and harmonious relationship for both companies. The company grew and was quite successful before being acquired by Southland Telephone.

1979 – 1982

Datel Communications, Inc. Tampa, FL  
Vice President

In 1979 I was asked by a group of investors to help start one of the country's first competitive long distance companies. As VP of operations I selected/supervised the installation of our switch, chose and managed vendors, supervised the telecom network, oversaw customer billing and customer service. With switches in Tampa and Orlando the company grew rapidly and enjoyed success until it was acquired by another LD company.

CONVERGENCE, INC.

Florida Tariff No.1  
Original Sheet No.1

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**TITLE SHEET**

**FLORIDA TELECOMMUNICATIONS TARIFF**

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for the telecommunications services provided by CONVERGENCE, INC., with principal offices at 2205 N. 20<sup>th</sup> street, Tampa, FL 33605. 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.

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ISSUED: April 12, 1998

BY: John G. Dalrymple, President  
Convergence, Inc.  
2205 N. 20<sup>th</sup> street  
Tampa, FL 33605

EFFECTIVE: \_\_\_\_\_

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**CHECK SHEET**

The sheets listed below, which are 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 of the bottom of this page.

SHEET	REVISION
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original

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Issued: April 12, 1998BY: John G. Dalrymple, President  
Convergence, Inc.  
2205 N. 20<sup>th</sup> street  
Tampa, FL 33605

Effective: \_\_\_\_\_



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Check Sheet.....2

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Section 2: Rules and Regulations .....7

Section 3: Description of Service .....17

Section 4: Rates and Charges .....20

Issued: April 12, 1998

BY: John G. Dalrymple, President  
Convergence, Inc.  
2205 N. 20<sup>th</sup> street  
Tampa, FL 33605

Effective: \_\_\_\_\_

**SYMBOLS SHEET**

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 Customers bill.

T -- Change in Text or Regulation but No change in Rate or Charge

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Issued: April 12, 1998

BY: John G. Dalrymple, President  
Convergence, Inc.  
2205 N. 20<sup>th</sup> street  
Tampa, FL 33605

Effective: \_\_\_\_\_

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## TARIFF FORMAT SHEETS

- 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 of file with the FPSC. For example, The 4<sup>th</sup> revised sheet 14 cancels the 3<sup>rd</sup> 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.(a).I.(i)
  - 2.1.1.A.1.(a).I.(i).(1)
- D. Check Sheets – When a tariff filing is made with the FPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in 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
- 

Issued: April 12, 1998

BY: John G. Dalrymple, President  
Convergence, Inc.  
2205 N. 20<sup>th</sup> street  
Tampa, FL 33605

Effective: \_\_\_\_\_

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS**

Dedicated Access Line – An arrangement that connects the customer's location to the Company's network switching center.

Company or Carrier - Convergence, 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.

Pre-subscribed customer – A customer who is connected to the Company on a switched access (F.G.D.) basis. The customer subscribes to the Company through the Local Exchange Company for call completion.

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Issued: April 12, 1998

BY: John G. Dalrymple, President  
Convergence, Inc.  
2205 N. 20<sup>th</sup> street  
Tampa, FL 33605

Effective: \_\_\_\_\_

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## SECTION 2 – RULES AND REGULATIONS

### 2.1 Undertaking of the Company.

The Company's services and facilities are furnished for communications originating at specified points within the state of Florida under terms of this tariff.

The Company installs, operates, and maintains the communications services provided herein 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 Company's network. The customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless ordered on a longer-term basis, and are available twenty-four hours per day, seven days per week.

The selling of IXC telecommunication service to uncertificated IXC resellers is prohibited.

### 2.2 Limitations.

2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.

2.2.2 The Company's reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control: or when the customer is using service in violation of the law or the provisions of this tariff.

2.2.3 All facilities provided under this tariff are directly controlled by the Company and the customer may not transfer or assign the use of service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

2.2.4 Prior written permission from the company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

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Convergence, Inc.  
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Tampa, FL 33605

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**SECTION 2 – RULES AND REGULATIONS continued****2.2 Limitations (continued)**

- 2.2.5 Customers reselling or rebilling services must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.
- 2.2.6 The Company's services may be denied for nonpayment of charges or for other violations of terms and conditions set forth in this tariff.
- 2.2.7 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another is prohibited.
- 2.2.8 Service temporarily may be refused or limited because of system capacity limitations.
- 2.2.9 Service to any or all Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.
- 2.2.10 The Company reserves the right to discontinue furnishing service where the Customer is using the service in violation of the law or the provisions of this tariff.

**2.3 Liabilities of the Company.**

- 2.3.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, Delays errors, or defects in the transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which the aforementioned faults in transmission occur.
- 2.3.2 The Company shall be indemnified and held harmless by the customer against:
- A. Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over the company's facilities.
  - B. All other claims arising out of any act or omission of the customer in connection with any service or facility provided by the company.

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**SECTION 2 – RULES AND REGULATIONS (continued)****2.4 Interruption of Services**

2.4.1. Credit allowance for the interruption of service which is not due to the company's testing or adjusting, negligence of the customer, or to the failure of channels or equipment provided by the customer, are subject to the general liability provisions set forth in 2.3.1 herein. It shall be the customer's obligation to notify the Company immediately of any service interruption for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by the customer and connected to the company's facilities. No refund or credit will be made for the time that the company stands ready to repair the service and the subscriber does not provide access to the Company for such restoration work.

2.4.2 No credit shall be allowed for an interruption of a continuous duration of less than twenty-four hours after the subscriber notifies the Company.

2.4.3 The customer shall be credited for an interruption of more than twenty-four hours as follows:

Credit Formula:

$$\text{Credit} = A/B \times C$$

"A" – outage time in hours

"B" – total days in month

"C" - total monthly charge for affected facility

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**SECTION 2 RULES AND REGULATIONS (continued)****2.5. Allowances for Interruptions in Service****2.5.1. General**

**2.5.1.A** A service is interrupted when it becomes unusable to the Customer, e.g., the Customer is unable to transmit or receive communications due to the failure of a component furnished by the Company under this tariff.

**2.5.1.B** An Interruption period begins when the Customer reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

**2.5.1.C** If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service facility or circuit considered by the company to be impaired.

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**SECTION 2. RULES AND REGULATIONS (continued)****2.5.2. Application of Credits for Interrupted Services**

2.5.2.A At the customers request, a credit allowance for a continuous interruption of service for more than twenty four (24) hours will be made in an amount to be determined by the Company on a case by case basis.

2.5.2.B Any such interruption will be measured from the time it is reported to or detected by the Company, whichever occurs first.

2.5.2.C In the event the User is affected by such interruption for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.

2.5.2.D When an interruption exceeds twenty-four (24) hours, the length of the interruption will be measured in twenty-four (24) hour days. A fraction of a day consisting of less than twelve (12) hours will not be credited and a period of twelve (12) hours or more will be considered an additional day.

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**SECTION 2. RULES AND REGULATIONS (continued)**

- 2.5.3.A No credit allowance will be made for any interruption of service:
- 2.5.3.A.1 Due to the negligence of, or noncompliance with the provisions of this tariff by, any person or entity other than the Company, including but not limited to the Customer or other entities or carrier connected to the service of the Company;
- 2.5.3.A.2 due to the failure of power, equipment, systems or services not provided by the Company;
- 2.5.3.A.3 due to circumstances or causes beyond the control of the Company;
- 2.5.3.A.4 during any period in which the company is not given full and free access to the customers or Company's facilities and equipment for the purpose of investigating and correcting the interruption;
- 2.5.3.A.5 during any period in which the User continues to use the service on an impaired basis;
- 2.5.3.A.6 during any period in which the Customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements;
- 2.5.3.A.7 that occurs or continues due to the customers failure to authorize replacement of any element of special construction; and
- 2.5.3.A.8 that was not reported to the Company within thirty (30) days of the date that service was affected.

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**SECTION 2. RULES AND REGULATIONS (continued)****2.5 Termination of Service**

- 2.5.1 A customer may terminate service, with or without cause, by giving the Company notice. The Company may terminate service with cause by giving the customer five (5) business days written notice. The Company may terminate service without notice in the event of the Customer maintaining and/or operating its own equipment in a manner that may cause imminent harm to the Company's equipment.
- 2.5.2 The Customer is responsible for all charges incurred by the service regardless of which party terminates the service. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in collecting such charges.

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**SECTION 2. RULES AND REGULATIONS (continued)****2.7 Payment of Charges**

2.5.3 The customer is responsible for payment of all charges for service furnished to the customer.

2.5.4 The Company reserves the right to assess late payment charges for Customers whose account(s) carries principal owing from the prior billing period. Any charges not paid in full by the due date indicated on the billing statement may be subject to a late fee of 1.5% per month.

2.6.5. Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately 30 days in length.

2.6.6 Customers must notify the Company in writing of any disputed charges within thirty (30) days of the billing date, otherwise all charges on the invoice will be deemed accepted. All charges remain due and payable at the due date, although a Customer is not required to pay disputed charges while the Company conducts its investigation into the matter.

**2.8 Deposits**

The Company will not require deposits from customers.

**2.9 Advance Payments**

For customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) months estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.

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**SECTION 2. RULES AND REGULATIONS (continued)****2.10 Contested Charges**

All bills are presumed accurate, and shall be binding on the Customer unless objection is received by the Company no more than sixty(60) days after such bills are rendered. In the event that a billing dispute between the customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction the Customer may take the following course of action:

- 2.10.1 First, the Customer may request, and the Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection).
- 2.10.2 Second, if there is still a disagreement about the disputed amount after investigation and review by the company, the customer may file an appropriate complaint with the Florida Public Service Commission. The address of the Commission is:

Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0864

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**SECTION 2. RULES AND REGULATIONS (continued)****2.11 Taxes**

All federal excise taxes, and state and local sales, use and similar taxes are billed as separate items and are not included in the quoted rates for service.

**2.12 Incomplete calls**

The Company will not knowingly charge for incomplete calls. Upon the Customer's request and proper verification, the company shall promptly adjust or credit the Customers account for charges or payments for any unanswered call inadvertently billed due to the unavailability of Feature Group D or due to another carriers failure to provide answer supervision. Where answer supervision is not available, any call for which the duration exceeds one (1) minute shall be presumed to have been answered.

**2.13 Billing of Calls**

All charges due by the subscriber are payable at any agency duly authorized to receive such payments. Any objection to billed charges should be promptly reported to the Company. Adjustments to customers bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may be otherwise appropriate.

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**SECTION 3 - DESCRIPTION OF SERVICE****3.1 Timing of calls****3.1.1 When Billing Charges Begin and End for Phone Calls**

The customer's long distance usage charge is based on the actual usage of the company's network. Usage begins when the called party picks up the receiver. When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

**3.1.2 Billing Increments**

The minimum call duration for billing purposes is 1 minute for a connected call and calls beyond 1 minute are billed in 1-minute increments.

**3.1.3 Per Call Billing Charges**

Billing will be rounded up to the nearest penny for each call.

**3.1.3 Uncompleted Calls**

There shall be no charges for uncompleted calls.

**3.2 Minimum Call Completion Rate**

A customer can expect a call completion rate [**expressed as a percentage**] (number of calls completed / number of calls attempted) of not less than 90% during peak use periods for all FGD services ("1+" dialing).

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**SECTION 3 – DESCRIPTION OF SERVICE (continued)****3.3 SERVICE OFFERINGS**

The Company offers intraLATA and interLATA long distance services. The customers total monthly use of the Company's service is charged at the applicable rates per minute set forth herein, in addition to any monthly surcharges. None of the service offerings are time-of-day or mileage sensitive.

**3.3.1 1 + Long Distance Service**

The Company's 1+ Long Distance Service is offered to residential and business customers. The service permits direct dialed outbound calling at a single per minute rate. Service is provided from presubscribed or dedicated lines.

**3.3.2 Toll Free (Inbound 800/888/877, etc.)**

Toll free Long Distance Service is offered to residential and business customers. The service permits inbound calling at a single per minute rate. Service is provided from presubscribed or dedicated lines.

**3.3.3 Operator Services**

The Companies operator services are provided to residential and business customers who persubscribe to this service for intrastate calling. Operator services include the completion of collect, station-to-station, person-to-person, third party billing and credit card calls with the assistance of a Carrier operator. Each completed operator assisted call consists of two charge elements (except as otherwise indicated herein): (I) a fixed operator charge, which will be dependent on the type of billing selected (e.g., calling card, collect or other) and/or the completion restriction selected (e.g., station-to-station or person-to-person): and (II) a measured usage charge dependent upon the duration of the call.

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**SECTION 3 - DESCRIPTION OF SERVICE (continued)****3.3.3.A. Operator Dialed Surcharge**

This surcharge applies to Operator Station and Person-to-Person rated calls when the customer has the capability of dialing all the digits necessary to complete a call, but elects to dial only the appropriate operator code and requests the operator to dial the called station. The surcharge does not apply to:

- 1) Calls where a customer cannot otherwise dial the call due to defective equipment or trouble on the Company's Network; and
- 2) Calls in which a Company operator places a call for a calling party who is identified as being handicapped and unable to dial the call because of his her handicap.

The Operator Dialed Surcharge applies in addition to any other applicable Operator charges.

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**SECTION 4 - RATES****4.1 Long Distance Service**

Rate per minute, pre-subscribed - \$ 0.10  
Rate per minute, dedicated - \$ 0.07

**4.2 Toll Free Long Distance Service**

Rate per minute, pre-subscribed - \$ 0.10  
Rate per minute, dedicated - \$ 0.07

**4.3 Operator Services****4.3.1 Usage Rates:**

The appropriate rate found under 4.1 applies.

**4.3.2 Operator Charges:**

Collect Station-to-Station	\$1.00
Collect Person-to-Person	\$3.25
Person-to-Person	\$3.25
Station-to-Station	\$1.00
Customer dialed calling card	\$1.00
Operator Dialed Calling card	\$1.75
Operator Dialed Surcharge	\$0.75

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**SECTION 4 - RATES (continued)****4.4 Payment of calls****4.4.1 Late Payment Charges**

Interest charges of 1.5% per month will be assessed on all unpaid balances more than thirty days old.

**4.4.2 Return Check Charges**

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds if the face value does not exceed \$50.00, \$30.00 if the face value does exceed \$50.00 but does not exceed \$300.00, \$40.00 if the face value exceeds \$300.00 or 5% of the value of the check, which ever is greater.

**4.5 Restoration of Service**

A reconnection fee of \$25.00 per occurrence is charged when service is re-established for customers who had been disconnected for non-payment.

**4.6 Special Promotions**

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**SECTION 4 - RATES (continued)****4.7 Special Rates for the Handicapped****4.7.1 Directory Assistance**

There shall be no charge for up to fifty calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of 50 within a billing cycle.

**4.7.2 Hearing and Speech Impaired Persons**

Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

**4.7.3 Telecommunications Relay Service**

For intrastate toll calls received from the relay service, the company will when billing relay calls discount relay service calls by 50 percent off of the otherwise applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent off of the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

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# CONVERGENCE, INC.

DEPOSIT

DATE

D128 #

APR 20 1999

April 12, 1999

Florida Public Service Commission  
Division of Records and Reporting  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

RE: Application of Convergence, Inc.

990493-TI

To Whom It May Concern:

Enclosed for filing with the Florida Public Service Commission please find an original and six (6) copies of Convergence, Inc.'s application to provide interexchange telecommunications services in the State of Florida. Also enclosed is a tariff containing information regarding the terms, conditions and rates for Convergence's interexchange telecommunications services in Florida, as well as a check in the amount of \$ 250.00 to cover the requisite filing fee. Convergence's financial statements are being submitted under seal on the grounds that they contain strictly confidential and proprietary information.

Please do not hesitate to call me if you have any questions.

Respectfully submitted,

99 APR 19 11 10 28  
MAIL ROOM

**CONVERGENCE INC.**

2205 N. 20TH STREET  
TAMPA, FL 33605

**THE HUNTINGTON NATIONAL BANK**

ORLANDO, FLORIDA 32802  
63-1269-631

4/16/99

1009

PAY TO THE ORDER OF Florida Public Service Commission

\$ \*\*250.00

Two Hundred Fifty and 00/100\*\*\*\*\*

Florida Public Service Commission

DOCUMENT NUMBER - DATE  
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SC-RECORDS/REPORTING

Security features included. Details on back.

*D. DeLuca*

MEMO  
IXC application for Convergence