10821 Venice Circle Tampa, Florida 33635 Telephone. 813-854-4159 Facsimile 727-738-5554

## ISG-Telecom

## VIA Federal Express

April 16, 2001

Florida Public Service Commission Division of Communications Certificate of Compliance Section 2540 Shumard Oak Boulevard Tallahassee, Florida 32399-0866 Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward a copy of check to RAR with proof of deposit.

Initials of person who forwarded check:

010536-TI

Re:\ Globcom, Inc.- Application for Authority for ALEC and IXC

Dear Sir or Madam,

Enclosed is an original and six copies of Glocom, Inc.'s. Application for Authority to provide Local Exchange Service within the State of Florida ("Application"), including the companies proposed Tariff and \$250.00 filing fee. Also enclosed please find Globcom, Inc.'s. Application for Authority to provide Interexchange Telecommunications Service within the state of Florida ("Application"), including the companies proposed Tariff and \$250.00 filing fee. These Applications are filed in accordance with the Rules of the Florida Public Service Commission, Chapter 25-24, Section 25-24.810, and PSC/CMU 8 (11/95). Pursuant to the enclosed motion for Protective Order, please note that Globcom, Inc.'s financial statements are enclosed under seal.

Please acknowledge receipt of this filing by file stamping and returning to the address above.

Questions concerning this Application may be addressed to me.

Sincerely,

Matthew A. Brown/Director of CLEC Regulatory

brown@isg-telecom.com

DOCUMENT NUMBER - FATE
04880 APR 198

FPSC-REDUNDS TO EFFERTING

# BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF FLORIDA

In the Matter of the Application	)	
of Globcom, Inc. for Original Authority to	)	n. n
Provide Interexchange Telecommunications	)	No. <u>010536-T</u> I
Services Within the State of Florida	)	

## APPLICATION FOR AUTHORITY

Globcom, Inc. ("Applicant"), pursuant to Rules 25-24.470, 25-24.471, 25-24.473 and 25-24.480(2) of the Florida Public Service Commission, hereby files an Application for Original Authority to Provide Interexchange Telecommunications Services within the State of Florida ("Application") with the Florida Public Service Commission ("Commission"). In support of its Application, Applicant provides the following information in accordance with Florida Public Service Commission Form PSC/CMU 31 (12/96)1:

- 1. Applicant requests original authority to operate as an interexchange telecommunications company providing switched access services and access to operator assisted services within the State of Florida. As a switchless non-facilities-based provider of long-distance interexchange telecommunications services, Applicant does not require construction of its own facilities, nor does it have plans to construct telecommunications facilities of its own.
  - 2. Applicant's legal name is Globcom, Inc.
  - 3. Applicant will be doing business as Globcom, Inc.
  - 4. Applicant's business address is:

Globcom, Inc. 950 Milwaukee Avenue, Suite 215 Glenview, Illinois 60025

04880 APR 195

<sup>1</sup> As Applicant has not previously provided intrastate telecommunications services in Florida, a Certificate Transfer, or Assignment Statement is not included in Applicant's Application.

4. Applicant's business address is:

GlobCom, Inc. 950 Milwaukee Avenue, Suite 215 Glenview, Illinois 60025 Telephone No.: (847)-297-6893

Fax No.: (847)-297-6906

5. Applicant will not have a Florida office, nor maintain employees in the State of Florida. All of Applicant's operations will be directed from Applicant's national office.

- 6. Applicant proposes to provide resold switched access inbound interexchange telecommunications services for the direct transmission and reception of voice and data between locations throughout the State of Florida. Applicant also proposes to provide access to operator assisted calling services.
- 7. Applicant is a privately held company organized under the laws of the State of Illinois on December 13, 1995. Applicant's Articles of Incorporation are submitted as **Exhibit**A.
  - 8. Not applicable. Applicant is not an individual.
  - 9. Not applicable. Applicant is not incorporated in Virginia.
- 10. Applicant's certificate of authority to operate in Florida is filed herewith ExhibitB. Applicant's Florida Secretary of State Corporate Registration Number is F01000001924.
  - 11. Applicant will not use a fictitious name.
  - 12. Not applicable. (Applicant is not a limited liability partnership.)
  - 13. Not applicable. (Applicant is not a limited partnership.)
  - 14. Not applicable. (Applicant is not a foreign limited partnership.)
  - 15. Applicant's Federal Employer Identification number: 36-4054494.

18. (a) Correspondence and communications concerning this Application and Tariff should be directed to Applicant's regulatory consultant:

Matthew A. Brown ISG-Telecom Consultants Int'l, Inc. 838 Village Way, Suite 1200 Palm Harbor, Florida 34683 Telephone No.: (727) 738-5553

Fax No.: (727)-738-5554

Internet E-Mail Address: brown@isg-telecom.com
Internet Website Address: www.isg-telecom.com

(b) The official point of contact for ongoing operations of the Applicant is:

Glenn Kofman President, Globcom, Inc. 950 Milwaukee Avenue, Suite 215 Glenview, Illinois 60025

Telephone No.: (847)-297-6893

Fax No.: (847)-297-6906

Internet E-Mail Address: gkofman@glob-com.com Internet Website Address: www.glob-com.com

(c) Customer complaints/inquiries should be directed to:

Glenn Kofman President, Globcom, Inc. 950 Milwaukee Avenue, Suite 215 Glenview, Illinois 60025

Telephone No.: (847)-297-6893

Fax No.: (847)-297-6906

Internet E-Mail Address: gkofman@glob-com.com Internet Website Address: www.glob-com.com

19. (a) Applicant is not yet authorized to provide interexchange telecommunications services in any state.

- (b) Applicant has applications pending in New York and Illinois. Applicant intends to obtain certification in all 50 states.
  - (c) Applicant is not currently providing telecommunications services in any state.
- (d) (f) In no states has Applicant been denied authority to operate as an interexchange telecommunications company or had regulatory penalties imposed for violations of telecommunications statutes, or been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity.
- 20. (a) No officers, directors or any of the ten largest shareholders have been adjudged bankrupt, mentally incompetent or found guilty of a felony or of any crime. No proceedings are pending against any officers, directors or shareholders that may result in such a finding.
- (b) None of Applicant's officers and directors have been involved previously in a Florida certificated telephone company.
- 21. Applicant will begin service as a non-facilities-based provider of resold interexchange telecommunications services (MTS), but may lease or construct facilities in the future. Applicant proposes to provide switched access services only for the direct transmission and reception of voice and data between locations throughout the State of Florida as well as access to operator assisted calling. Applicant's services will be available to subscribers twenty-four hours per day, seven days per week, at rates, terms and conditions established by Applicant. Marketing and sales, billing and customer service functions will be with the responsibility of Globcom, Inc..

## 21. Continued:

Applicant seeks to provide long-distance services at rates that are competitive with those of other carriers providing interexchange service in the State of Florida. Rates, terms and conditions pertaining to Applicant's service appear in Applicant's tariff at **Exhibit E**.

- 22. Applicant's proposed tariff is attached hereto as Exhibit E.
- 23. (a) Applicant's financial statements, copies of which are attached as **Exhibit C**, demonstrate that Applicant has the financial viability to provide telecommunications services in the State of Florida. Applicant proposes to begin serving Florida residents as a non-facilities-based provider of resold intrastate long-distance telecommunications services. As such, Applicant does not require construction of its own facilities or have plans to construct facilities. Therefore, Applicant requires no additional capitalization or financing, nor does it expect to incur other than incremental service expenses to provide intrastate service in Florida. Applicant may choose to lease or construct facilities in the future.
- (b) Applicant's senior managers have extensive experience in the telecommunications industry. Summaries of their experience appear as **Exhibit D**.

- 24. Commission approval of the instant Application will enable Applicant to offer the following long-term benefits to the public:
  - (a) greater value to subscribers through lower-priced, better quality services;
  - (b) increased consumer choice in telecommunications services;
  - (c) efficient use of existing telecommunications resources, as well as increased diversification and reliability in the supply of telecommunications services; and
  - (d) an additional tax revenue source for the State of Florida.

In addition, by utilizing existing carrier communications facilities, Applicant's service will further promote more efficient use of those facilities, and provide greater revenues for local exchange carriers.

Approval of the instant Application is in the public interest and is consistent with the United States Congress's, the Federal Communications Commission's and the Commission's pro-competitive policies.

Applicant will comply with all rules and regulations of the Commission and will respond to any Commission request for further information or evidence regarding Applicant's proposed services.

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WHEREFORE, Globcom, Inc. respectfully requests that the Florida Public Service

Commission grant it Original Authority to operate as a reseller of interexchange telecommunications services within the State of Florida.

Respectfully submitted this 17 day of April, 2001.

Globcom, Inc.

Glenn Kofman

President, Globcom, Inc.

950 Milwaukee Avenue, Suite 215

Glenview, Illinois 60025

Telephone No.: (847)-297-6893

Fax No.: (847)-297-6906

E-Mail Address: gkofman@glob-com.com Website Address: www.glob-com.com

ISG-Telecom Consultants Int'l, Inc. 838 Village Way Suite 1200 Palm Harbor, Florida 34683 Telephone No.: (727)-738-5553

Fax No.: (727)-738-5554

Regulatory Consultants to Globcom, Inc.

## 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 of \$50.00 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: A non-refundable application fee of \$250.00 must be submitted with the application.

Respectfully submitted this  $\frac{7}{4}$  day of  $\frac{7}{4}$ , 2001.

Globcom, Inc.

Glenn Kofman

President, Globcom, Inc.

950 Milwaukee Avenue, Suite 215

Glenview, Illinois 60025

Telephone No.: (847)-297-6893

Fax No.: (847)-297-6906

E-Mail Address: glenn@glob-com.com Website Address: www.glob-com.com

# BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF FLORIDA

on of ) Authority )					
LIST OF EXHIBITS AND APPENDICES					
ARTICLES OF ORGANIZATION					
CERTIFICATE OF AUTHORITY					
FINANCIAL STATEMENTS					
MANAGEMENT EXPERIENCE					
PROPOSED TARIFF					
CUSTOMER DEPOSITS AND ADVANCE PAYMENTS					
CURRENT FLORIDA INTRASTATE SERVICES					

APPENDIX C AFFIDAVIT

## **EXHIBIT A**

## ARTICLES OF ORGANIZATION

(Attached)

# State of Allinois Office of The Secretary of State

Whereas,

ARTICLES OF INCORPORATION OF GLOBCOM INCORPORATED

INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE BUSINESS CORPORATION ACT OF ILLINOIS, IN FORCE JULY 1, A.D. 1984.

Now Therefore, I, George H. Ryan, Secretary of State of the State of llinois, by virtue of the powers vested in me by law, do hereby issue this certificate and attach hereto a copy of the Application of the aforesaid corporation.

In Testimony Whereof, I hereto set my hand and cause to be

affixed the Great Seal of the State of Illinois, at the City of Springfield, this 13TH day of DECEMBER A.D. 19 95 and of the Independence of the United States the two

hundred and 20TH

Scorge 4 Ryan

Secretary of State

## **EXHIBIT B**

## **CERTIFICATE OF AUTHORITY**

(Attached)



Bepartment of State

I certify from the records of this office that GLOBCOM, INC., is a corporation organized under the laws of Illinois, authorized to transact business in the State of Florida, qualified on April 5, 2001.

The document number of this corporation is F01000001924.

I further certify that said corporation has paid all fees due this office through December 31, 2001, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Tenth day of April, 2001

THE STATE OF THE S

CR2EQ22 (1-99)

Katherine Harris Ratherine Harris Secretary of State

## **EXHIBIT C**

## FINANCIAL STATEMENTS

Applicant's verified financial statements are attached hereto. Applicant considers its financial statements to be proprietary and confidential. The data contained in these documents reveal the size, nature and scope of Applicant's business and financial operations to competitors and potential competitors. Therefore, pursuant to Applicant's Motion for Protective Order, Applicant requests that the Commission treat Applicant's financial statements as proprietary, to maintain the confidentiality of the data contained therein. Applicant's financial statements are submitted under protective seal, accordingly.

## **VERIFICATION OF FINANCIAL STATEMENTS**

STATE OF ILLINOIS ) ss. COUNTY OF LAKE )
I, Glenn Kofman, being first duly sworn and deposed, state that I am President of Globcom, Inc.,
Applicant in this matter, and am authorized to make this verification; that I have read the foregoing
financial statements and know the contents thereof; and as to those matters that are therein stated on
information or belief, I believe them to be true.
Glenn Kofman  Subscribed and sworn to before me this 32 day of 44ech, 2001.  Notary Public in and for the State of Illinois,  residing at:  "OFFICIAL SEAL"  SUSANNA PAREDES  Notary Public, State of Illinois  My Commission Expires 02/05/05
My Commission Expires $02/05/05$
BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF FLORIDA
In the Matter of the Application ) of Globcom, Inc. for Original Authority to ) Provide Interexchange Telecommunications ) Services Within the State of Florida )

## EXHIBIT D

## MANAGEMENT EXPERIENCE

(Attached)

.

Glenn Kofman

1503 Sheridan Ct. Wheeling, IL 60090 (847) 243-2244

COMPANY To organize, manage, and expand Globcom to become a successful company

**OBJECTIVE** 

EDUCATION University of Illinois at Chicago

Chicago, IL 1992-1996

Bachelors in Business Administration

MAJOR CONCENTRATION
Business Administration
MINOR CONCENTRATION

Marketing

#### PROFESSIONAL EXPERIENCE

December 1995 - Present Globcom Telecommunication, Glenview, IL

President

Oversee all daily operations of the business

Coordinate and manage all sales channels and M&A Develop new and effective marketing strategies

Assist in accounting and P/L strategy

Coordinate Development of all major IT programs

January 1994 - November 1995 LCI International, Des Plaines, IL

Sales Agent

Coordinate and manage sales in Chicagoland area

Obtain new sales

Special Skills Languages: English, Russian, Spanish

Computers: Windows 98, Microsoft Office (Word, Excel, Access), VB6

Activities Hobbies Hiking, Skiing, Golf

## Alexander Losetsky

Current Address

2555 Victor Ave Apt #401

Glenview, IL 60025

Phone Number 847-904-7481

E-Mail Address

losetsky@hotmail.com

Objective: A position in software development

Education: B.S. in Computer Science

> Depaul University, Chicago, IL Graduated in 89' with Honors

Work Experience: Globcom Telecommunication – 1/97-present

Senior Programming Analyst

Develop new software programs for company Updated companies hardware and software products

Responsible for correcting program errors and maintaining an

efficient working system

Freelance Computer Consultant – 9/91 - 11/96

Created web pages and customized computer software programs

for clients in the Chicago land area.

Help companies with networking their hardware systems

Computer Skills: Visual Basics 4, Visual Basics 6, SQL Server 7, Oracle,

Microsoft Access 97 & 2000, HTML, and Java.

Hobbies & Interest: Chess, Jet Skiing, Rock Climbing.

Reference: Available upon request

## April M. Barnes

7301 N. Sheridan Rd. Chicago, IL 60626 Home (773) 508-5909) Work (847) 297-6874

#### **Education**

Texas Tech University – Lubbock, TX BBA in Accounting and Finance (GPA 3.8 out of 4.0) Dean's List, 1996

## Experience

Globcom Telecommunication Inc.- Glenview, IL

## Financial Analyst/Accountant 3/97 - present

Provided key financial operations for company's business.

Analyze and adjust financial statement accounts

Review cash balances

Prepare budget comparison reports

Developed and implemented an automated journal entry system using Excel.

## Skills

Computer literate in multiple operating systems and software applications. Keep up-to-date with changes in technology and the business implications of new technology.

## **Operating Systems**

Windows 98/95, MS-DOS,

## Office Productivity

Word, Excel, Access, PowerPoint, and Internet Applications

#### Reference:

Upon request

## Edina Lagumdzija 1055 W. Catalpa #305 Chicago, IL 60640 Home: 773-334-8546

WORK HISTORY:

Globcom Telecommunication

6/98 - Present

Customer Service (Supervisor)

Provide customer service support Supervise customer service department

Responsible for all issues related to billing and service issues

Work with sale Agents

Responsible for organizing daily work procedures for the

customer service department

2/97 - 5/98

Micro Resource Management

6455 N. Western Ave, Chicago, IL

Account Balancer

Controlling and balancing accounts Handling the daily inflow of checks Check encoding and processing

Transmitting finished work back to customers

Providing bank statements

7/95 - 12/96

**Sunstone Imports** 

2022 N. Dempster Evanston, IL Order Control Representative

Processed Customer orders for the business day

Provided customer service

Prioritizing incoming merchandise and planning future orders

Everyday use with customized spreadsheet programs

Work with a team of three OC Reps

Education:

DePaul University Chicago, IL

1991-1995

Graduated with Honors
Bachelors in Liberal Arts.

Skills:

Self-starter and team player

Work well with others as well as independently

Computer knowledge (Microsoft Office and Windows)

Typing skills (65wpm) Language (Bosnian)

## **David Scott Kim**

1030 S. Fernandez Ave

Arlington Heights, IL 60005

(847) 577-8720

**EMPLOYMENT OBJECTIVE** 

To secure a position with potential for advancement in a progressive company which will utilize my work skills, problem solving, and organizational skill

**EDUCATION** 

University of Illinois at Chicago

Chicago, IL 1989-1994

Bachelors in Business Administration

MAJOR CONCENTRATION **Business Administration** MINOR CONCENTRATION

Criminology

RELEVANT **COURSES** 

**Economics** Financial Accounting

Managerial Accounting

Probability and Statistics

**IDS Computing** 

Communications

#### PROFESSIONAL EXPERIENCE

October 1997 - Present

Globcom Telecommunication, Glenview, IL

Sales / Operations Manager

Involved in the daily operations of the business

Coordinate and manage sales agents

Responsible for setting up work rules and procedures for employees

Coordinate the daily work tasks

Promote and develop new and effective marketing strategies

June 1994 - September 1997 ALPI USA, Des Plaines, IL

Ocean Import Break Bulk Coordinator

Responsible for all ocean import break bulk operation Provided reliable and friendly customer service to clients

Responsible for producing monthly sailing reports on spreadsheet Coordinated with truckers and steamship lines to produce the fastest

transit times possible to the clients

Coordinated with international Agents for all westbound and eastbound

shipments

Special Skills

Languages: Conversational Korean

Computers: Windows 98, Microsoft Office (Word, Excel, Access)

**Activities Hobbies** 

Tennis, Basketball, Volleyball

## **EXHIBIT E**

## PROPOSED TARIFF

(Attached)

## TELECOMMUNICATIONS TARIFF

## RESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of telecommunications services provided by GlobCom, Inc. ("GlobCom" or "Company") within the State of Florida. This Tariff is on file with the Florida Public Service Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business: 950 Milwaukee Avenue, Suite 215, Glenview, Illinois 60025.

Issued: April 16, 2001

Issued By:

Effective Date:

## **CHECK SHEET**

Sheets 1 through 25 inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheet(s).

SHEET	REVISION	SHEET	REVISION
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original	25	Original
6	Original		J
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		

Issued: April 16, 2001

Issued By:

Effective Date:

## TABLE OF CONTENTS

DESCRIPTION		SHEET NUMBER
Title She	eet	1
Check S	heet	2
Table of Contents		3
Explanation of Symbols		4
Tariff Format		5
Section		
1.	Technical Terms and Abbreviations	6
2.	Rules and Regulations	8
3.	Description of Service	20
4.	Rates	23

Issued: April 16, 2001

Issued By:

Effective Date:

## **EXPLANATION OF SYMBOLS**

- (D) Deleted or discontinued
- (I) A change resulting in an **increase** to a Customer's bill
- (M) Moved from another Tariff location
- (N) New.
- (R) A change resulting in a reduction to a Customer's bill
- (T) A change in text or regulation but no change to rate or charge

Issued: April 16, 2001

Issued By:

Effective Date:

## TARIFF FORMAT

- A. **Sheet Numbering** Sheet numbers appear in the heading of each Sheet. Sheets are numbered sequentially. However, occasionally, 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 Sheet. These numbers are used to determine the most current Sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its Tariff approval process, the most current Sheet number on file with the Commission is not always the Sheet 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 code is subservient to its next higher level:
  - 2. 2.1. 2.1.1. 2.1.1.A. 2.1.1.A.1.(a). 2.1.1.A.1.(a).I. 2.1.1.A.1.(a).I.

2.1.1.A.1.(a).I.(i).(1).

D. Check Sheets - When a Tariff filing is made with the Commission, 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 Sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by and asterisk (\*). There will be no other symbols used on this Sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some Sheets). The Tariff user should refer to the latest Check Sheet to find if a particular Sheet is the most current on file with the Commission.

Issued: April 16, 2001

Issued By:

Effective Date:

## **SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

## Account Code:

A numerical code, one or more of which are available to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

## Called Station:

The terminating point of a call (i.e., the called number).

#### Commission:

Florida Public Service Commission

## Company:

GlobCom, Inc. ("GlobCom")

## Credit Card:

A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

## Customer:

The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

Issued: April 16, 2001

Issued By:

Effective Date:

## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

## Disconnect or Disconnection:

The termination of a circuit connection between the originating station and the called station or the Company's operator.

## Subscriber:

See "Customer" definition.

## "800" Number:

An interexchange service offered pursuant to this Tariff for which the called party is assigned a unique 800-NXX-XXXX or 888-NXX-XXXX or 887-NXX-XXXX number, or any other NPA, and is billed for calls terminating at that number.

Issued: April 16, 2001

Issued By:

Effective Date:

## **SECTION 2 - RULES AND REGULATIONS**

## 2.1. UNDERTAKING OF THE COMPANY

- 2.1.1. Company's services are furnished for telecommunications originating and terminating in any area within the State of Florida.
- 2.1.2. Company is a non-facilities-based provider of resold interexchange telecommunications to Customers for their direct transmission and reception of voice, data, and other types of communications.
- 2.1.5. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.6. Request for service under this Tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

## 2.2. LIMITATIONS OF SERVICE

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.
- 2.2.2. Company reserves the right to disconnect service, with proper notice if necessary, without incurring liability when necessitated by conditions beyond the Company's control or when the Customer is using the service in violation of either the provisions of this Tariff or the Commission rules.
- 2.2.3. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

Issued: April 16, 2001

Issued By:

Effective Date:

## 2.2. LIMITATIONS OF SERVICE, Continued

- 2.2.4. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.
- 2.2.5. 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 of service.
- 2.2.6. The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

## 2.3. USE

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is certificated as an interexchange carrier by the Commission. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.
- 2.3.3. Application for service may be made verbally or in writing. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.
- 2.3.4. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

Issued: April 16, 2001

Issued By:

Effective Date:

## 2.4. LIABILITIES OF THE COMPANY

- 2.4.1. The liability of the Company 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 to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occur, unless ordered by the Commission. To the extent permitted by law, the Company will in no event be responsible for any indirect, incidental, consequential, reliance, special, lost revenue, lost savings, lost profits, or exemplary or punitive damages, regardless of the form of action, whether in contract, tort, negligence of any kind whether active or passive, strict liability or otherwise. The terms of this Section shall apply notwithstanding the failure of any exclusive remedy.
- 2.4.2. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- 2.4.3 Except as expressly warranted in writing by Company, Company makes no warranty or guarantee, express or implied, and Company expressly disclaims any implied warranties of merchantability and fitness for a particular purpose.

Issued: April 16, 2001

Issued By:

Effective Date:

## 2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.4. Company shall be indemnified and held harmless by the Customer against:
  - 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 Company's facilities; and
  - B. Claims for patent infringement arising from combining or connecting company's facilities with apparatus and systems of the Customer; and
  - C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.
- 2.4.5. The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.
- 2.4.6. Company shall not be liable for and the Customer indemnifies and holds harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person, for any personal injury to, 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 by 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 of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.

Issued: April 16, 2001

Issued By:

Effective Date:

## 2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.7. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- 2.4.8. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this Tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.4.9. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing or verbally and within 30 days from date of invoice, unless Commission rules specify otherwise, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the Company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Florida law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.

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## 2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.10. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.
- 2.4.11. The Company will use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this Tariff. The Company does not guarantee availability by any such date and will not be liable for any delays in commencing service to any Customer.

## 2.5. FULL FORCE AND EFFECT

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

## 2.6. INTERRUPTION OF SERVICE

2.6.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4., herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.

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# 2.6. INTERRUPTION OF SERVICE, Continued

- 2.6.2. For purposes of credit computation for leased facilities, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours.
- 2.6.3. The subscriber shall be credited for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula: Credit - (A/720) X B

A - outage time in hours

B - total monthly charge for affected utility

#### 2.7. RESTORATION 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.

#### 2.8. MINIMUM SERVICE PERIOD

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

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#### 2.9. PAYMENTS AND BILLING

- 2.9.1. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until canceled by the Customer.
- 2.9.2. The Customer is responsible in all cases for the payment of all charges for services furnished to the Customer. Charges are based on actual usage, and are billed monthly in arrears.
- 2.9.3. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a late payment charge for the unpaid balance. The Company's late payment charge is listed at Section 4.3.1.
- 2.9.4. A returned check charge as listed in Section 4.3.2 of this Tariff will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.
- 2.9.5. Billing disputes should be addressed to Company's customer service organization via telephone to 888-509-1422. Customer service representatives are available from 8:00 AM to 5:00 PM Central Time. Messages may be left for Customer Services from 5:01 PM to 7:59 AM Central Time, which will be answered on the next business day, unless in the event of an emergency which threatens customer service, in which case Customer Service Staff may be paged.
- 2.9.6. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:
  - A. First, the Customer may request, and the Company will perform, 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.

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# 2.9. PAYMENTS AND BILLING, Continued

# 2.9.7., Continued

B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Commission for its investigation and decision.

The address and telephone number of the Commission are:

Florida Public Service Commission Division of Consumer Affairs 2540 Shumard Oak Boulevard Tallahassee, Florida 32399-0850

Telephone number:

904.413.6100

Toll free number:

800.342.3552

#### 2.10. CANCELLATION BY CUSTOMER

- 2.10.1. Customer may cancel service by providing written or verbal notice to Company at any time.
- 2.10.2. Customer is responsible for usage charges while still connected to the Company's service, even if the customer utilizes services rendered after the Customer's request for cancellation has been made.

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# 2.10. CANCELLATION BY CUSTOMER, Continued

- 2.10.3. Any non-recoverable cost of Company expenditures shall be borne by the Customer if:
  - A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed upon with the Customer for the non-recoverable portions of expenditures; or
  - B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
  - C. If based on an order for service and construction has either begun or has been completed, but no service provided.

#### 2.11. CANCELLATION BY COMPANY

- 2.11.1. Company reserves the right to immediately discontinue furnishing the service to Customers without incurring liability:
  - A. In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public or to employees of the Company; or
  - B. In the event of Customer use of equipment in such manner as to adversely affect the Company's equipment or the Company's service to others; or
  - C. For unauthorized or fraudulent use.

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- 2.11.2. Company may discontinue service according to the following conditions upon five (5) working days' notice:
  - A. For violation of Company's filed tariffs; or
  - B. For the non-payment of any proper charge as provided by Company's Tariff; or
  - C. For Customer's breach of the contract for service with Company.
- 2.11.3. The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies available to the Company set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.
- 2.11.4. The Company may refuse to permit collect calling, calling card and third-number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

#### 2.12. INTERCONNECTION

2.12.1. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

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## 2.12. INTERCONNECTION, Continued

2.12.2. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

#### 2.13. DEPOSITS AND ADVANCE PAYMENTS

For customers of dedicated services only, the Company reserves the right to collect an amount not to exceed one month's 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.

#### 2.14. CREDIT LIMIT

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of Services for any monthly period.

#### 2.15. 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.

#### 2.16. UNCERTIFICATED RESALE PROHIBITED

Resale of any tariffed service appearing herein by uncertificated resellers is strictly prohibited. Applicable services may be resold or rebilled only by companies authorized by the Florida Public Service Commission to provide intrastate interexchange telecommunications services, in accordance with the Commission's rules. The Company requires proof of certification in the form of a Telephone Certificate of Public Convenience and Necessity, or a copy thereof, prior to providing services for resale.

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#### **SECTION 3 - DESCRIPTION OF SERVICE**

#### 3.1. TIMING OF CALLS

- 3.1.1. The Customer's long-distance usage charge is based on the actual usage of Company's service. Usage begins when the called party answers, (i.e. when any two-way communication, often referred to as "conversation time" is possible). When the called party answers is determined by hardware supervision in which the local telephone company sends a signal to the carrier's switch or the software utilizing audio tone detection. When software answer supervision is employed, up to sixty (60) seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when either the called or calling party hangs up.
- 3.1.2. The minimum call duration for billing purposes for all calls is eighteen (18) seconds with six (6) second billing increments thereafter.
- 3.1.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.
- 3.1.4. There is no billing for incomplete calls.

## 3.2. MINIMUM CALL COMPLETION RATE

Customers can expect a call completion rate of not less than ninety (90) percent during peak use periods for all Feature Group D Equal Access "1 plus" services. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

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#### SECTION 3 - DESCRIPTION OF SERVICE, Continued

#### 3.3. CALCULATION OF DISTANCE

- 3.3.1. 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.
- 3.3.2. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in the NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4.

#### Formula:

The square

Root of:

(V1-V2) + (H1 - H2)

10

#### 3.4. GLOBCOM TELECOMMUNICATIONS SERVICES

- 3.4.1. Company provides switched access, inbound telecommunications services, which allow Customer to establish a communications path between two stations by using uniform dialing plans, as well as access to operator assisted calling.
- 3.4.2. One Plus Service is a switched access service offering users outbound "1 plus" long distance telecommunications services.
- 3.4.3. **Operator Services** is a service offering subscribers access to operator assisted calling including person-to- person, collect, station-to-station and third number billed calls.

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# SECTION 3 - DESCRIPTION OF SERVICE, Continued

#### 3.5. PROMOTIONS

The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be approved by the Commission with specific starting and ending dates, and made part of this Tariff.

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## **SECTION 4 - RATES**

## 4.1. SERVICE CHARGES

Service charges per account are based on the following schedules:

# 4.1.1. Switched Access Services

# A. Switched One Plus Service

Initial 18 Seconds	Additional 6 Seconds
\$0.0286	\$0.0095

# 4.1.2. Operator Assisted Calls

## A. Per Call Services and Rates

	Per Call
Busy Line Verification	\$1.55
Operator Verification/Interrupt Service	\$1.40
Third Number Billed	\$1.50
Collect	\$1.50
Person-to-Person	\$3.40
Station-to-Station	\$1.20
911 Emergency Service	\$0.00

# B. Per Minute Rate

Per Minute \$0.50

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# SECTION 4 - RATES, Continued

#### 4.2 DIRECTORY ASSISTANCE

The Company provides Directory Assistance as an ancillary service exclusively to its customers. Directory Assistance is accessible by dialing "1", the area code of the desired number and "555-1212".

Directory Assistance, per call	\$1.50
Directory Assistance Call Completion, per call	\$1.50

#### 4.3. MISCELLANEOUS CHARGES

## 4.3.1. Late Payment Charge

Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance, and may be subject to additional collection agency fees.

## 4.3.2. Returned Check Charge

A charge of \$20.00 or five (5) percent of the amount of the check, whichever is greater, will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

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#### **SECTION 4 – RATES, Continued**

# 4.4. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for such Services in this Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis, and made part of this Tariff.

## 4.5. SPECIAL RATES FOR THE HANDICAPPED

# 4.5.1. Directory Assistance

There shall be no charge for up to fifty (50) 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 fifty (50) within a billing cycle.

# 4.5.2. 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.

## 4.5.3. 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 non-relay 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 to 60 percent off of the otherwise applicable rate for a voice non-relay 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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# APPENDIX A

# CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

(Attached)

## CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

Applicant will not collect deposits nor will it collect payments for service more than one month in advance.

Respectfully submitted this 17 day of April, 2001.

Globcom, Inc.

By: Mr Mr.
Glenn Kofman

President, Globcom, Inc.

950 Milwaukee Avenue, Suite 215

Glenview, Illinois 60025

Telephone No.: (847)-297-6893

Fax No.: (847)-297-6906

E-Mail Address: glenn@glob-com.com Website Address: www.glob-com.com

# APPENDIX B

# **CURRENT FLORIDA INTRASTATE SERVICES**

(Attached)

## **CURRENT FLORIDA INTRASTATE SERVICES**

Applicant has not previously provided intrastate telecommunications services in Florida.

Respectfully submitted this 17 day of 4,001.

Globcom, Inc.

Glenn Kofman

President, Globcom, Inc.

950 Milwaukee Avenue, Suite 215

Glenview, Illinois 60025

Telephone No.: (847)-297-6893

Fax No.: (847)-297-6906

E-Mail Address: glenn@glob-com.com Website Address: www.glob-com.com

# APPENDIX C

# **AFFIDAVIT**

(Attached)

#### **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 interexchange telecommunications 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 a true and correct statement. 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."

Respectfully submitted this 17 day of 401.

Globcom, Inc.

By: Man Man
Glenn Kofman

President, Globcom, Inc.

950 Milwaukee Avenue, Suite 215

Glenview, Illinois 60025

Telephone No.: (847)-297-6893

Fax No.: (847)-297-6906

E-Mail Address: glenn@glob-com.com Website Address: www.glob-com.com

010535-7

10821 Venice Circle Tampa, Florida 33635 Telephone: 813-854-4159 Facsimile: 727-738-5554

010536-14

# ISG-Telecom

VIA Federal Express

April 16, 2001

Florida Public Service Commission Division of Communications Certificate of Compliance Section 2540 Shumard Oak Boulevard Tallahassee, Florida 32399-0866

DEPOSIT

D059 \*

DATE

CK16367 + 16368

\$ 250.00 each

APR 2 0 2001

Re:\ Globcom, Inc.- Application for Authority for ALEC and IXC

Dear Sir or Madam,

Enclosed is an original and six copies of Glocom, Inc.'s. Application for Authority to provide Local Exchange Service within the State of Florida ("Application"), including the companies proposed Tariff and \$250.00 filing fee. Also enclosed please find Globcom, Inc.'s. Application for Authority to provide Interexchange Telecommunications Service within the state of Florida ("Application"), including the companies proposed Tariff and \$250.00 filing fee. These Applications are filed in accordance with the Rules of the Florida Public Service Commission, Chapter 25-24, Section 25-24.810, and PSC/CMU 8 (11/95). Pursuant to the enclosed motion for Protective Order, please note that Globcom, Inc.'s financial statements are enclosed under seal.

Please acknowledge receipt of this filing by file stamping and returning to the address above.

Questions concerning this Application may be addressed to me.

Sincerely,

Matthew A. Brown/Director of CLEC Regulatory

brown@isg-telecom.com