

February 17, 1997 Overnight

210 N Park Ave P.O. Drawer 200 Winter Park, FL 32790 0200 Florida Public Service Commission Division of Communication 2450 Shumard Oak Boulevard Gerald L. Gunter Building Room 270 Tallahassee, FL 32399-0850

mo207.7

Tel: 407 740 8575 Fax: 407 740 0613

Re: Application of Supra Telecommunications & Information Systems for Authority to Provide Alternative Local Exchange Service

Dear Mr. D'Haeseleer:

Enclosed is the original and six (6) copies of the application of Supra Telecommunications & Information Systems for authority to provide alternative local exchange service. Also enclosed is a check for the application fee of \$250.

Please return a date stamped the copy of this cover letter in the self-addressed stamped envelope which has been provided for this purpose.

Any questions pertaining to this filing may be addressed to me at (407) 740-8575.

Sincerely,

Thomas M. Forte

Consultant to

Supra Telecommunications & Information Systems

Enclosures

cc: K. Ramos - Supra

to file: Supra - FL (CLEC)

TMX#: FL97000

Check repolited with filling and for express to Pinon to deposit. Enter in forward a report Unick to Date with providing the providing to the providing the

A Promote the forwarded check:

U1798 FEE 10 5

FFSC-RECOFDS/ALFORTING

FLORIDA PUBLIC SERVICE COMMISSION

Division of Communications, Certification & Compliance Section
2450 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850
(904) 413-6600

#### **APPLICATION FORM**

for

## AUTHORITY TO PROVIDE ALTERNATIVE LOCAL EXCHANGE SERVICE WITHIN THE STATE OF FLORIDA

#### INSTRUCTIONS

- This form is used for an original application for a certificate and for approval of sale, assignment, or transfer of an existing alternative local exchange certificate. In case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee.
- Respond 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.
- 4. Any questions regarding completion, contact above.
- Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of \$250 made payable to the Florida Public Service Commission at the above address.

## APPLICATION FORM FOR AUTHORITY TO PROVIDE ALTERNATIVE LOCAL EXCHANGE SERVICE WITHIN THE STATE OF FLORIDA

This is an application for (check one):

See 5.A. above.

1.

	(X)	Original authority (new company)	
	( )	Approval of transfer (to another certificated company)  Example: a certificated company purchases an existing company and de to retain the original certificate authority.	sire
	( )	Approval of assignment of existing certificate (to a noncertificated compared in a non-certificated company purchases an existing company and desires to retain the certificate of authority rather than apply for a new certificate.	ny) id
	( )	Approval for transfer of control (to another certificated company)  Example: a company purchases 51% of a certificated company. The  Commission must approve the new controlling entity.	
2.	Nam	ne of applicant:	
	Supr	ra Telecommunications & Information Systems	
3.	Nam	ne under which the applicant will do business (d/b/a):	
	Not	Applicable	
4.	If ap	oplicable, please provie proff of fictitious name (d/b/a) registration.	
		Ficitious name registration number: NONE	
5.	Α.	National Mailing Address including street name, number, post office box city, state, zip code and phone number.	
		Supra Telecommunications & Information Systems 12914 S.W. 133 Court, Suite B Miami, Florida 33186 Telephone: (305) 234-5393 Facsimile: (305) 234-5864	
	8.	Florida Mailing Address including street name, number, post office box, state, zip code and phone number.	city

6. Structure of organization:

1	) Individual	( X ) Corporation
1	) Foreign Corporation	( ) Foreign Partnership
1	) General Partnership	( ) Limited Partnership
1	) Joint Venture	( ) Other, Please explain

 If applicant is an individual, partnership, or joint venture, please give name and address of each legal entity.

Not applicable

State whether any of the officers, directors, or any of the ten largest stockholders
have previously been 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.

Not applicable.

 If incorporated, please provide proof from the Florida Secretary of State that the applicant has authority to operate in Florida.

Corporate charter number: P9400008938

10. Please provide the title, address, telephone number, internet address and facsimile number of the person serving as ongoing liaison with the Commission, and if different, the liaison responsible for this application:

#### Application contact:

Thomas M. Forte
Consultant to SPSI
Technologies Management, Inc.
P.O. Drawer 200
Winter Park, FL 32790-0200

Telephone: (407) 740-8575 Facsimile: (407) 740-0613

Internet Address: TMITMF@AOL.COM

#### Ongoing Liaison:

O. A. Ramos, President and CEO Supra Telecommunications & Information Systems 12914 S.W. 133 Court, Suite B Miami, Florida 33186

Telephone: (305) 234-5393 Facsimile: (305) 234-5864

Internet Address: Suprainc@IX.Netcom.com

 Please list other states in which the applicant is currently providing or has applied to provide local exchange or alternative local exchange service.

None

Has the applicant been denied certification in any other state? Yes( ) No(X)
 If so, please list the state and reason for denial.

Not Applicable

13. Have penalties been imposed against the applicant in any other state:Yes( ) No(X) If so, please list the state and reason for penalty.

Not Applicable

14. Please indicate how a customer can file a service complaint with your company.

Customers can contact the Customer Service Manager at:

12914 S.W. 133 Court, Suite B Miami, Florida 33186 Toll Free: (8??) ???-???? Facsimile: (305) 234-5864

- Please provide all available documentation demonstrating that the applicant has the following capabilities to provide alternative local exchange service in Florida.
  - A. Financial capability

Regarding the showing of financial capability, the following applies:

The application should contain the applicant's financial statements, including:

- 1. the balance sheet
- 2. income statement
- 3. statement of retained earnings for the most recent 3 years

If available, the financial statements should be audited financial statements.

If the applicant does not have audited financial statements, it shall be so stated. The unaudited financial statement should then be signed by the applicant's chief executive officer and chief financial officer. The signature should affirm that the financial statements are true and correct.

See Exhibit I.

B. Managerial capability

See Exhibit II.

C. Technical capability

See Exhibit III.

#### **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 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.

Date: 02 3 77

Official:

O. A. Ramos

Title:

President

Address:

12914 S.W. 133 Court, Suite B

Miami, Florida 33186

Telephone:

(305) 234-5393

Facsimile:

(305) 234-5864

Supra Telecommunications & Informations Systems

EXHIBIT I

FINANCIAL CAPABILITY

## SUPRA. INC. COMPARATIVE STATEMENT OF INCOME TWELVE MONTH ENDED DECEMBER 31, 1996

	LAST YEAR AMOUNT	PERCENT	THIS YEAR	ERCENT
REVENUE				
	\$15,263,750.04	99.9	\$10,932,065	99.5
INTEREST INCOME	20,978.61	.1	53,596	0.5
TOTAL REVENUE	15,284,728.65	100.0	10,985,66	100.0
COST OF GOODS SOLD				
PURCHASES				
FREIGHT	15,546,791.03	101.7	10,613,0	
ENDING INVENTORY	36,977.62 426,025.00-	2.8-	33,50	The second second second
ENDING INVENTORY	420,025.00-	2.0-	233,6	
TOTAL COST OF GOODS SOL	D 15 157 743 65	99.2	10 000 0	
	0 13,137,743.03	99.2	10,880,25	
GROSS PROFIT	126,985.00	.8	105,40	
OPERATING EXPENSES				-
BANK CHARGES	3,605.77	.0		
DUES AND SUBSCRIPTIONS	118.00	.0	3,10	
INTEREST EXPENSES	57,618.73	.4	2,16	
LEGAL AND ACCOUNTING	5,500.00	.0	3,50	
OFFICE EXPENSES	.00	.0	5,50	
PAYROLL	8,373.58	.1	9,65	
TELEPHONE AND TELEGRAP		.0	3,50	
TRAVEL	22,061.00	.1	18,10	
TOTAL OPERATING EXPENSI	ES 101,251,74	.8	40.63	
TO THE OF ENGLISH EXPENSE	25 101,251,74		40,67	
INCOME BEFORE INCOME T	AXES 25,733.26		64,72	
INCOME TAXES	WYES TILLIBRIES	-:2-	-04,72	č
FEDERAL INCOME TAX				
STATE INCOME TAX	-,	.0	8,50	
STATE INCOME TAX	1,033.00	.0	2,59	4
TOTAL INCOME	4,445.00	.0	11.00	-
TOTAL INCOME TAXES	47443.00		11,09	*
NET INCOME # OF				
NET INCOME (LOSS)	\$21,288.26	. 1	\$53,63	2

## SUPRA INC. COMPARATIVE STATEMENT OF INCOME TWELVE MONTH ENDED DECEMBER 31, 1996

	LAST YEAR AMOUNT	THIS YEAR AMOUNT
ASSETS		
CURENT ASSETS		
CASH IN BANK	\$ 98,054.51	\$ 115,762
INVENTORY	426,025.00	192,348
PROCUREMENTS	.00	23,570
The contract of the contract o		
TOTAL CURRENT ASSETS	524,079.51	331,680
PROPERTY AND EQUIPMENT		
TRANSPORTATION EQUIPMENT	\$ .00	65,876
TRANSFORTATION EQUITMENT		
NET PROPERTY AND EQUIPMENT	.00	65,876
OTHER ASSETS		-
TOTAL OTHER ASSETS	.00	65,876
TOTAL OTHER ABBITS		
TOTAL ASSETS	\$ 524,079.51	397,556
	7 324,073.31	3377330
LIABILITIES AN	DEQUITY	
CUREENT LIABILITIES		
TRADE ACCOUNTS PAYABLE	\$	11,094
INCOME TAX PAYABLE	4,445.00	
L/P KAYLAN EXPORTS	500,000.00	311,242
STOCKHOLDERS LOANS PAYABLE		
TOTAL CURRENT LIABILITIES	504,445.00	322,336
STOCKHOLDERS EQUITY		
CAPITAL STOCK - COMMON	300.00	300
REETAINED EARNINGS	1,953.75-	21,288
PROFIT AND LOSS	21,299.26	53,632
TOTAL STOCKHOLDERS EQUITY	19,634.51	75,220
TOTAL LIABILITIES AND STOCKHOLDERS EQ	mys 524,079.51	\$ 397,556

Supra Telecommunications & Informations Systems

EXHIBIT II

MANAGERIAL CAPABILITY

#### RESUME'S

## Olukayode Al-Bilaal Ramos, ACCA, ACMA

Mr. Ramos is the Chief Executive Officer of Supra Telecommunciations & Information Systems which is a privately owned Holding Company that is engaged in investment and merchandising activities with its subsidiaries involved in Banking and Finance to Marketing and Manufacturing of Specialized Telecommunication equipment. Mr. Ramos has a Accounting Degree from the University of Lagos and earned additional professional accreditation of ACCA and ACMA. While with the Nigerian Sugar Company, Limited, Mr. Ramos was the Chief Accountant and contributed greatly to the sugar policy for Nigeria.

#### Ricardo Urdaneta

Mr. Urdaneta is the head of Customer Service. The skills that he possess of tackling potential obstacles before they occur, motivating others to achieve personal and professional goals are a great asset to Supra Telecommunications & Information Systems.

#### Jose M. Miranda

Mr. Miranda is the head of Marketing. He has 11 years of experience in marketing with 7 years in the telecommunications business. His experience ranges from development and implementation of incentive programs to call center management (PBX and ACD).

## Russell A. Sabbag

Mr. Sabbag is the head of Technology. He has 17 years of experience in telecommunications and information systems technology spanning management, engineering, design, implementation, construction and training.

#### Patrick G. Woods

Mr. Woods is the head of Operations. He attended Columbia University, Xerox Management School and Netscape Communications Training Center in Paris, France. His experience of owning different businesses focused on Internet activities brings great insight to the company.

Supra Telecommunications & Informations Systems

EXHIBIT IV

ARTICLES OF INCORPORATION



January 27, 1997

OLUKAYODE ABIJA-RAMOS SUPRA INC. P.O. BOX 8814 CORAL GABLES, FL 33124

Re: Document Number P94000008938

The Articles of Amendment to the Articles of Incorporation for SUPRA INC. which changed its name to SUPRA TELECOMMUNICATIONS AND INFORMATION SYSTEMS, INC., a Florida corporation, were filed on January 16, 1997.

The certification requested is enclosed.

Should you have any question regarding this matter, please telephone (904) 487-6050, the Amendment Filing Section.

Letter Number: 797A00004004

Velma Shepard Corporate Specialist Division of Corporations



Bepartment of State

I certify from the records of this office that SUPRA TELECOMMUNICATIONS AND INFORMATION SYSTEMS, INC. is a corporation organized under the laws of the State of Florida, filed on January 26, 1994.

The document number of this corporation is P94000008938.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1996, that its most recent annual report was filed on April 22, 1996, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Giben under my hand and the Great Seal of the State of Florida, at Callahasser, the Capital, this the Twenty-seventh day of January, 1997

CR2EO22 (2-95)

Sandra B. Hortham Secretary of State

# 

97 JAN 16

SUPRA INC.

(DOCUMENT No. P9400008938)

(present name)

Pursuant to the provisions of section 607.1006, Florida Statutes, this Florida profit corporation adopts the following articles of amendment to its articles of incorporation:

FIRST: Amendment(s) adopted: (indicate article number(s) being amended, added or deleted)

ARTICLE 1

The name of the Corporation is amended to read: SUPRA TELECOMMUNICATIONS AND INFORMATION SYSTEMS, Inc.

SECOND: If an amendment provides for an exchange, reclassification or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself, are as follows:

Supra Telecommunications & Informations Systems

EXHIBIT V

PRICE LIST

#### TITLE PAGE

#### PLORIDA LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST

OF

#### SUPRA TELECOMMUNICATIONS & INFORMATION SYSTEMS

This Price List contains the descriptions, regulations, and rates applicable to the furnishing of resold telecommunication services provided by Supra Telecommunications & Information Systems ("Supra") with principal offices located at 2301 Collins Avenue, Miami Beach, FL 33139. This Price List is applicable to local exchange services furnished within the State of Florida. This Price List is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

ISSUED: February 18, 1997 EFFECTIVE:

ISSUED BY: Mr. Kay Ramos

12914 S.W. 133 Court, Suite B

Miami, Florida 33186

#### CHECK SHEET

This Price List contains the sheets listed below, each of which is effective as of the date shown on each sheet. Original and revised pages as named below comprise all changes from the original Price List.

SHEET	REVISION		SHEET	REVISION	
1	Original		16	Original	•
2	Original	•	17	Original	•
3	Original	•	18	Original	•
4	Original		19	Original	•
5	Original	•	20	Original	•
6	Original		21	Original	
7	Original		22	Original	
8	Original		23	Original	•
9	Original	•	24	Original	•
10	Original	•	25	Original	•
11	Original	•	26	Original	•
12	Original		27	Original	•
13	Original		28	Original	
14	Original				
15	Original	•			

Indicates new or revised sheet with this filing

ISSUED: February 18, 1997 EFFECTIVE:

ISSUED BY: Mr. Kay Ramos

12914 S.W. 133 Court, Suite B

Miami, Florida 33186

## Supra Telecommunications & & Information Systems

Florida Price List No. 2 Original Sheet 3

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Title	Sheet							٠.					٠.	٠											•	•		1
Check	Sheet																				•			• •				2
Table	of Con	iter	nts																									3
Symbol	ls																											4
Price	List F	orn	nat																									 5
Section	on 1.0	- 1	ech	ın i	C	1	T	er	m	3	ar	ıd	A	b	br	e	v	a	t	ic	n	s		•			•	 6
Section	on 2.0	- 1	Rule	s	aı	nd	R	eg	ju!	la	t i	o	ns						•		•	٠	•		•	•		9
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ISSUED: February 18, 1997 EFFECTIVE:

ISSUED BY:

Mr. Kay Ramos 12914 S.W. 133 Court, Suite B

Miami, Florida 33186

#### SYMBOLS

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

- D Delete or Discontinue
- I Change Resulting in an Increase to a Customer's Bill
- M Moved from another Price List Location
- N New
- R Change Resulting in a Reduction to a Customer's Bill
- T Change in Text or Regulation but no Change in Rate or Charge.

When changes are made in any Price List sheet, a revised sheet will be issued canceling the Price List sheet affected. Changes will be identified on the revised sheet(s) through the use of the above mentioned symbols.

ISSUED: February 18, 1997 EFFECTIVE:

ISSUED BY:

Mr. Kay Ramos

12914 S.W. 133 Court, Suite B

#### PRICE LIST FORMAT

- A. Sheet Numbering Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Price List. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the FPSC follows in their Price List approval process, the most current sheet number on file with the Commission is not always the Price List pages in effect. Consult the check sheet for 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).

D. Check Sheets - When a Price List filing is made with the FPSC, an updated check sheet accompanies the Price List filing. The check sheet lists the sheets contained in the Price List, 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 the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages).

ISSUED: February 18, 1997 EFFECTIVE:

ISSUED BY: Mr. Kay Ramos

12914 S.W. 133 Court, Suite B

Miami, Florida 33186

Florida Price List No. 2 Original Sheet 6

## SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS

#### 1.1 Abbreviations

The following abbreviations are used herein only for the purposes indicated below:

Central Office C.O. Federal Communications Commission FCC Florida Public Service Commission FPSC Interexchange Carrier IXC Local Access and Transport Area LATA Local Exchange Carrier LEC Message Telecommunications Service MTS Private Branch Exchange PBX

ISSUED: February 18, 1997 EFFECTIVE:

ISSUED BY:

Mr. Kay Ramos

12914 S.W. 133 Court, Suite B

Miami, Florida 33186

## SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

#### 1.2 Definitions

Answer Supervision - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

Authorized User - A person, firm, corporation or other entity who is authorized by the Customer to be connected to the service of the Subscriber under the terms and regulations of this tariff.

Carrier or Company - Used throughout this tariff to refer to Supra Telecommunications & Information Systems unless otherwise clearly indicated by the context.

Company - Used throughout this tariff to refer to Supra Telecommunications & Information Systems unless otherwise clearly indicated by the context.

Customer - Any person, firm, partnership, corporation, or other entity which uses telecommunications services under the provisions and regulations of this tariff and is responsible for payment of charges.

Customer Designated Premises - The premises specified by the Customer for termination of services.

Day Rate Period - After 8:00 am to, but not including, 5:00 pm Monday through Friday.

ISSUED: February 18, 1997 EFFECTIVE:

ISSUED BY: Mr. Kay Ramos

12914 S.W. 133 Court, Suite B

## Supra Telecommunications & Information Systems

## SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

#### 1.2 Definitions, (Cont'd.)

End Office Switch - A switching system where exchange service Customer station loops are terminated for the purposes of interconnection to each other an to trunks.

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Carrier under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Exchange - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

Local Access and Transport Area (LATA) - A geographic area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192 for the provision of administration of communication services. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Calling Area - A geographical area in which an End User may complete a call without incurring toll charges.

Serving Wire Center - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

ISSUED: February 18, 1997 EFFECTIVE:

ISSUED BY:

Mr. Kay Ramos

12914 S.W. 133 Court, Suite B

## SECTION 2.0 - RULES AND REGULATIONS

## 2.1 Applicability of Tariff

This tariff is applicable to local exchange telecommunications services provided by Supra Telecommunications & Information Systems within the state of Florida.

## 2.2 Obligation of the Company

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities.; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made 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.

ISSUED: February 18, 1997 EFFECTIVE:

ISSUED BY:

Mr. Kay Ramos

12914 S.W. 133 Court, Suite B

Miami, Florida 33186

## 2.3 Payment and Credit Regulations

2.3.1 The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by Supra. Payment responsibility includes all local and toll calls originating from the Customers' premises and for all calls charged to the Customer's line where any person answering the Customer's line agrees to accept such charges.

All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported to the Company or its billing agent within two months after receipt of bill. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

- 2.3.2 Customer bills for telephone service are due upon receipt, unless otherwise specified by this tariff or by contract.
- 2.3.3 In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owned to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred.
- 2.3.4 The Company reserves the right to assess a return-check charge of \$15.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned unpaid to Supra Telecommunications & Information Systems by a bank for any reason, including insufficient funds or closed accounts.

ISSUED: February 18, 1997 EFFECTIVE:

ISSUED BY: Mr. Kay Ramos

12914 S.W. 133 Court, Suite B

Miami, Florida 33186

#### Supra Telecommunications & & Information Systems

## SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

## 2.3 Payment and Credit Regulations, (Cont'd.)

#### 2.3.5 Deposits

The Company does not require a deposit from the Customer or Subscriber.

#### 2.3.6 Advance Payments

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

#### 2.3.7 Taxes

All state and local taxes, including but not limited to gross receipts taxes, sales taxes, and municipal utilities taxes, or associated surcharges, are listed as separate line items and are not included in the rates listed in this tariff.

#### 2.3.8 Disputed Charges

The Company will provide credit on charges disputed by Customer in writing that are verified as incorrect by Company. If objection in writing is not received by Company within a reasonable period of time after bill is rendered (as determined by current law and regulatory policy), the account shall be deemed correct and binding upon the Customer.

ISSUED: February 18, 1997 EFFECTIVE:

ISSUED BY:

Mr. Kay Ramos 12914 S.W. 133 Court, Suite B

## 2.4 Refunds or Credits for Service Outages or Deficiencies

## 2.4.1 Credit Allowance for Interruptions of Service

Credit allowances for interruptions of service which are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or to of channels, equipment failure communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.5 herein. No credit is issued for outages less than 1/2 hour in duration. Credit for outages greater than 1/2 in duration is issued for fixed recurring monthly charges only. credit is given for usage-sensitive charges. Outage credits are calculated in thirty minute intervals. The amount of the credit is determined by pro-rating the monthly recurring charge for the time of the outage (in thirty-minute intervals). It shall be the obligation of the Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by Before giving such notice, Customer Customer. shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal.

## 2.4.2 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

ISSUED: February 18, 1997 EFFECTIVE:

ISSUED BY: Mr. Kay Ramos

12914 S.W. 133 Court, Suite B

Miami, Florida 33186

## 2.5 Liability

- 2.5.1 The liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.
- 2.5.2 The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

ISSUED: February 18, 1997 EFFECTIVE:

ISSUED BY: Mr. Kay Ramos

12914 S.W. 133 Court, Suite B

Miami, Florida 33186

## 2.5 Liability, (Cont'd.)

- The Company shall not be liable for, and shall be 2.5.3 fully indemnified and held harmless by Customer or other users of its service against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this tariff, or (ii) for connecting, combining, or adapting Company's facilities with Customer's apparatus or systems, or (iii) for any act or omission of the Customer, or (iv) for any personal injury or death of any person, or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.
- 2.5.4 When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

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#### 2.6 Minimum Service Period

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

#### 2.7 Cancellation by Customer

No charge applies when the applicant cancels an application for service prior to the start of installation or special construction.

When an applicant cancels an application for service after the start of installation or special construction, the applicant shall pay a cancellation fee which is the lesser of 1) the costs incurred by the Carrier, or 2) the charge for the minimum period of the service ordered, plus applicable installation charges.

Customers of Supra Telecommunications & Information Systems may cancel service at any time upon reasonable notice. Upon such cancellation the subscriber shall be responsible for the payment of all charges due. This includes all charges due for the period service has been rendered plus any unexpired portion of an initial service period or applicable termination charges, or both.

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ISSUED BY: Mr.

Mr. Kay Ramos 12914 S.W. 133 Court, Suite B

## 2.8 Refusal or Discontinuance by Company

Supra Telecommunications & Information Systems may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given 15 days notice to comply with any rule or remedy any deficiency:

- 2.8.1 For failure of a Customer to make a deposits as required under this tariff;
- 2.8.2 For impersonation of another with fraudulent intent;
- 2.8.3 For nonpayment of any sum due;
- 2.8.4 For use of service in a manner reasonably to be expected to frighten, abuse, torment or harass another;
- 2.8.5 For any other violation of the Company's rules and regulations applying to Customer's contracts or the furnishing of service;
- 2.8.6 Without notice for abandonment of service;
- 2.8.7 Without notice for use of service in such a way as to impair or interfere with the service provided to other Customers;
- 2.8.8 Without notice for abuse or fraudulent use of service.

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## 2.9 Use of Service

Service may be used for any lawful purpose for which it is technically suited. Customers or Subscribers reselling or rebilling Supra's Florida intrastate service must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

#### 2.10 Employee Concessions

[Reserved for Future Use]

#### 2.11 Terminal Equipment

Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or systems, such as PBXs, key systems, multiplexers, repeaters, signaling sets, teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Company's service.

#### 2.12 Applicable Law

This tariff shall be subject to and construed in accordance with Florida law.

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## 2.13 Cost of Collection and Repair

Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

#### 2.14 Restoration of Service

Restoration of service shall be accomplished in accordance with Florida PSC rules and regulations.

## 2.15 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winner of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time the Company may waive all processing fees for a Customer.

#### 2.16 Access to Customer's Premises

The customer shall be responsible for making arrangements or obtaining permission safe and reasonable access for Company employees or agents of the Company to enter the premises of the customer or any joint user or customer of the customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

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#### Supra Telecommunications & & Information Systems

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## SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

#### 2.17 Credit Requirements

The Company reserves the right to deny or cancel service to entities which do not meet the Company's credit requirements or for whom credit information is not available.

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## SECTION 3.0 - BASIC SERVICE DESCRIPTION & RATES

## 3.1 Quality of Service Standards

Supra Telecommunications & Information Systems will offer local exchange services, including dial tone and local calling services, on a twenty-four hours a day, seven days a week basis.

Supra Telecommunications & Information Systems's services will provide service to meet the following standards:

- 3.1.1 At least 95% of all calls will receive dial tone within three (3) seconds;
- 3.1.2 At least 97% of all calls offered to any trunk group will not encounter an all-trunks busy condition:
- 3.1.3 Call completion rate for intra-office calls, interoffice calls, extended area calls and intraLATA toll calls will be at least 95%.
- 3.1.4 Overall transmission losses within each inter-toll trunk group will not vary more than plus or minus two (2) db.

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## 3.2 Basic Flat Rate Local Service

#### 3.2.1 Residential Line

Residential line service provides touchtone capabilities. A one-time nonrecurring charge applies for installation of service. A flat-rate monthly recurring charge applies for each residential line established.

A rotary or hunting arrangement is available with residential line service for an additional monthly charge. A rotary or hunting arrangement will allow completion of an incoming call to any of the lines in a group if there is a line in that group not in use at the time.

Nonrecurring connection charge:

First line \$50.00 Each add'l line \$12.00

Monthly recurring charge, per line: \$10.65

Monthly charge for rotary or hunting, per line:

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#### 3.2 Basic Flat Rate Local Service, (Cont'd.)

#### 3.2.2 Business Line

Business line service provides touchtone capabilities. A one-time nonrecurring charge applies for installation of service. A flat-rate monthly recurring charge applies for each business line established.

A rotary or hunting arrangement is available with business line service for an additional monthly charge. A rotary or hunting arrangement will allow completion of an incoming call to any of the lines in a group if there is a line in that group not in use at the time.

Nonrecurring connection charge:

First line \$75.00 Each add'l line \$12.00

Monthly recurring charge, per line: \$29.10

Monthly charge for rotary or hunting, per line: \$10.42

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## 3.2 Basic Flat Rate Local Service, (Cont'd.)

#### 3.2.3 Business Trunk

Business trunk service provides touchtone capabilities. A one-time nonrecurring charge applies for installation of service. A flat-rate monthly recurring charge applies for each business trunk established.

A rotary or hunting arrangement is available with business trunk service for an additional monthly charge. A rotary or hunting arrangement will allow completion of an incoming call to any of the lines in a group if there is a line in that group not in use at the time.

Nonrecurring connection charge:

First trunk \$75.00 Each add'l trunk \$12.00

Monthly recurring charge, per trunk: \$49.47

Monthly charge for rotary or hunting, per line: \$10.42

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## SECTION 3.0 - BASIC SERVICE DESCRIPTION & RATES, (CONT'D.)

#### 3.3 Directory Assistance

Customers may obtain assistance, for a charge, in determining a telephone number by dialing local directory assistance. A directory assistance charge applies for each telephone number requested from the Directory Assistance Operator. Pursuant to FPSC rules and regulations, the Company will not charge for directory assistance calls placed by handicapped customers.

Per request:

\$0.25

## 3.4 Custom Calling Features

Custom Calling Features are offered in additional to basic local service, on an optional basis and where technically feasible. A monthly and nonrecurring charge applies to each feature subscribed to by the Customer.

If multiple Custom Calling Features are added simultaneously, only one nonrecurring charge applies. If Custom Calling Features are requested when new service is established, only the nonrecurring charges associated with the residential line or business line/trunk installation applies.

#### 3.4.1 Three Way Calling

Three Way Calling permits an existing call to be held, and, by dialing, a second telephone call can be established and added to the connection. This service contemplates that normal transmission performance quality can not be guaranteed on all calls.

Nonrecurring connection charge: \$19.00

Monthly recurring charge, per line or trunk: \$ 3.75

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## Supra Telecommunications & Information Systems

## SECTION 3.0 - BASIC SERVICE DESCRIPTION & RATES, (CONT'D.)

## 3.4 Custom Calling Features, (Cont'd.)

#### 3.4.2 Call Forwarding

Call Forwarding provides an arrangement for transferring incoming calls to another local service telephone number by dialing a code and the number of the service to which calls are to be transferred. In addition, calls may be transferred to a long distance message telecommunications point subject to the availability of the necessary facilities in the central office from which the calls are to be transferred. Call Forwarding shall not be used to extend calls on a planned and continuing basis to intentionally avoid payment in whole or in part, of message toll charges that would regularly be applicable between the station originating the call and the station to which the call is transferred.

Nonrecurring connection charge: \$19.00

Monthly recurring charge, per line or trunk: \$ 6.60

## 3.4.3 Call Waiting

Call Waiting by means of a tone signal a customer who is using the telephone is alerted when another caller is trying to reach that station. Permits putting first call on hold so that second call can be answered.

Nonrecurring connection charge: \$19.00

Monthly recurring charge, per line or trunk: \$ 5.80

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### Supra Telecommunications & & Information Systems

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## SECTION 3.0 - BASIC SERVICE DESCRIPTION & RATES, (CONT'D.)

## 3.4 Custom Calling Features, (Cont'd.)

## 3.4.4 Speed Calling (8 code)

Speed Calling provides for the calling of a seven or ten digit telephone number by dialing an abbreviated code. Up to eight abbreviated codes are assignable.

Nonrecurring connection charge: \$19.00

Monthly recurring charge, per line or trunk: \$ 3.00

#### 3.4.5 Speed Calling (30 code)

Speed Calling provides for the calling of a seven or ten digit telephone number by dialing an abbreviated code. Up to thirty abbreviated codes are assignable.

Nonrecurring connection charge: \$19.00

Monthly recurring charge, per line or trunk: \$ 5.00

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#### 3.5 Operator Assisted Local Calls

Operator Assisted Local Calls are calls placed to a local calling area, areas that can be called on a flat rate basis, with the assistance of an operator. An operator surcharge applies to each operator assisted call.

Station to	Station	Calling/Credit	Card, per call:	\$ .75
Station to	Station	Collect, Third	Number, per call:	\$1.00
Person to 1				\$2.50

If the operator dials the terminating number, the following per call charge applies in addition to the operator surcharges defined in Section 3.5 of this tariff.

Per Call Charge:

\$ .60

#### 3.6 Verification and Emergency Interrupt Service

Verification and Emergency Interrupt Service is furnished where and to the extent that facilities permit. The customer shall indemnify and save Customer harmless against all claims that may arise from either party to the interrupted call or any person.

Verification Service is provided for the purpose of aiding subscribers with legitimate call completion problems. Upon request the operator will verify and provide the line status condition of a local subscriber line. A subscriber originated request for verification of a local number other than an emergency agency number is a chargeable verification request if Customer determines that the line is in use. No charge applies if the line is out of order.

Verification, each request:

\$.35

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## SECTION 3.0 - BASIC SERVICE DESCRIPTION & RATES, (CONT'D.)

## 3.6 Verification and Emergency Interrupt Service, (Cont'd.)

Emergency Interrupt Service is provided when a subscriber has originated a verification request to a line which has ben found in a busy talking state informs the operator that an urgent or emergency situation exists and requests that the operator have the busy line cleared. A subscriber originated request for Emergency Interrupt to a local number other than an emergency agency is a chargeable Interrupt request.

Emergency Interrupt, each request:

5.40

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Miami, Florida 33186



February 17, 1997 Overnight

210 N. Park Ave.

P.O. Drawer 200 Winter Park, FL 32790-0200 Florida Public Service Commission Division of Communication 2450 Shumard Oak Boulevard Gerald L. Gunter Building

Tallahassee, FL 32399-0850

DEPOSIT TREAS. HLC.

DATE

D463 --- FEB 18'97

Tel: 407-740-8575

Fax: 407-740-0613

Re: Application of Supra Telecommunications & Information Systems for Authority to Provide Alternative Local Exchange Service

Dear Mr. D'Haeseleer:

Enclosed is the original and six (6) copies of the application of Supra Telecommunications & Information Systems for authority to provide alternative local exchange service. Also enclosed is a check for the application fee of \$250.

Please return a date stamped the copy of this cover letter in the self-addressed stamped envelope which has been provided for this purpose.

Any questions pertaining to this filing may be addressed to me at (407) 740-8575.

Sincerely

Room 270

Thomas M. Forte Consultant to

Supra Telecommunications & Information Systems

I CHILL PURPOSIS THE BURGET OF THIS DOCUMENT CONTAINS MICROPOSTING

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P.O. Drover 200 Winter Park, FL 32700-0200

210 N. Park Avenue Winter Park, FL 32700 (407) 740-8575 Page 1

250 PARK AVENUE WINTER PARK FLORIDA 32789 15908

NUMBER

15908

TWO HUNDRED FIFTY DOLLARS

DATE

AMOUNT

02/14/97

\*\*\*\*\*\*\$250.00

PLORIDA PUBLIC SERVICE COMM.

CONTROL PROCORDS & REPORTING

OF SHUMARD OAK BLVD.

TALLAHASSEE PL 32399-0850

TECHNOLOGIES MANAGEMENT INC

C.M. Wightman