

ORIGINAL

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November 13, 1997

* PA BAR ONLY
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VIA OVERNIGHT MAIL

Ms. Blanca Bayo
Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Application for Transfer of Interexchange Telecommunications Certificate No.
4850 from Microwave Services, Inc. to Teligent, L.L.C.; Docket No. 971256-5
TI

Dear Ms. Bayo:

On September 26, 1997, Teligent, L.L.C. and Microwave Services, Inc. ("MSI")
filed with the Commission the above-captioned application ("Application"). On November
12, 1997, Teligent, L.L.C. filed with the Commission notice of its change in business form
and accompanying name change to Teligent, Inc. ("Teligent"). By this filing, Teligent,
L.L.C. hereby resubmits its Florida Telecommunications Tariff to reflect its name change to
ACK _____ Teligent, Inc. Attached hereto are seven copies of the Tariff to associate with the original
AFA _____ Application.

APP _____ This letter will also serve as formal notice to the Commission that Teligent has
CAF _____ relocated its main office to:

Teligent, Inc.
8065 Leesburg Pike
Suite 400
Vienna, Virginia 22182
(703) 762-5100 (Voice)
(703) 762-5101 (Facsimile)

ACK _____
AFA _____
APP _____
CAF _____
CMU _____
CTR _____
EAG _____
LEG _____
LIM _____
MFC _____
RUB _____
SEC _____
WAS _____
OTH _____

ORIGINAL RECEIVED & FILED

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11694 NOV 14 97

FPSC-RECORDS/REPORTING

Ms. Blanca Bayo
November 13, 1997
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Please send all correspondence to the attention of:


Terri B. Natoli, Esq.
Senior Counsel
Teligent, Inc.
8065 Leesburg Pike
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(703) 762-5100 (Voice)
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with copies to:

Robert E. Stup, Esq.
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1400 Sixteenth Street, N.W.
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(202) 939-7900 (Voice)
(202) 667-8543 (Facsimile)

Note that the Tariff has been changed only to reflect the above-referenced name change, the new address, and minor formatting changes. There has been no change to the substance of the Tariff. Accordingly, Teligent, L.L.C. requests that the processing of its Application and Tariff not be delayed due to this filing. Should any questions arise regarding this filing, please do not hesitate to contact the undersigned directly.

Respectfully submitted,


Carolyn K. Kalbfus
Counsel to Teligent, Inc.

cc: Tom Williams
Florida Public Service Commission
Terri B. Natoli, Esq.
Teligent

TITLE SHEET**FLORIDA TELECOMMUNICATIONS TARIFF**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Teligent, Inc. ("Teligent"), 8065 Leesburg Pike, Suite 400, Vienna, Virginia 22182. This tariff applies for services furnished within the state of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: September 25, 1997

Issued By:
David S. Turetsky
Vice President for Law and
Regulatory Affairs
Teligent, Inc.
8065 Leesburg Pike, Suite 400
Vienna, Virginia 22182

Effective _____

CHECK SHEET

Sheets 1 through 19 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original

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SYMBOLS

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

D	-	Delete or Discontinue
I	-	Change Resulting In An Increase to A Customer's Bill
M	-	Moved from Another Tariff Location
N	-	New
R	-	Change Resulting In A Reduction to A Customer's Bill
T	-	Change in Text or Regulation But No Change In Rate or Charge

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i)(1).
- D. Check Sheets - When a tariff filing is made with the FPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on the some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**1.1. Access Line**

An arrangement which connects the calling customer's location to an Teligent network switching center or a switching center of one of Teligent's underlying carriers

1.2. Authorization Code

A multi-digit code which enables a customer to access Carrier's network and enables Carrier to identify the customer's use for proper billing

1.3. Business Hours

The phrase "business hours" means the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays

1.4. Business Office

The phrase "business office" means the primary location where the business operations of Carrier are performed and where a copy of Carrier's tariff is made available for public inspection. The address of Carrier's business office is 3 Bala Plaza East, Suite 502, Bala Cynwyd, Pennsylvania 19004.

1.5. Called Station

Denotes the terminating point of a call (*i.e.*, the called telephone number)

1.6. Calling Station

Denotes the originating point of a call (*i.e.*, the calling number)

1.7. Company or Carrier

Teligent, Inc. ("Teligent").

1.8. Customer

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

1.9. Day

The term "day" means 8:00 A.M. to, but not including 5:00 P.M. local time at the originating city, Monday through Friday, excluding Company specific holidays.

1.10. Delinquent or Delinquency

The terms "delinquent" and "delinquency" mean an account for which payment has not been made in full on or before the last day for timely payment.

1.11. Evening

The term "evening" means 5:00 P.M. to, but not including 11:00 P.M. local time at the originating city, Sunday through Friday and all Company specific holidays except when a lower rate would apply.

1.12. End User

A person initiating an intrastate telephone call using the services of the Company.

1.13. Holiday

The term "holiday" means 8:00 a.m. to, but not including 11:00 p.m. local time at the originating city on all Company-specific holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. When holidays fall on Saturdays or Sundays, the holiday rate applies unless a larger discount would normally apply.

1.14. Incomplete Call

Any call where voice transmission between the calling and called station is not established (i.e., busy, no answer, etc.).

1.15. LATA - (Local Access and Transport Area)

A geographic area established as required by the Modified Final Judgment entered in United States v. Western Electric Co., Inc., 552 F. Supp. 131 (D.D.C. 1982), within which a local exchange telephone company provides communication services.

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1.16 LEC - Local Exchange Telephone Company

A telephone company utility that provides local telecommunications services to a specific geographical area for business and residential customers.

1.17 Night/Weekend

The words "night/weekend" mean 11:00 P.M. to but not including 8:00 A.M. local time in the originating city, all day on Saturday, and all day Sunday except from 5:00 P.M. to, but not including 11:00 P.M.

1.18 Nonbusiness Hours

The phrase "nonbusiness hours" means the time period after 5:00 P.M. and before 8:00 A.M., Monday through Friday, all day Saturday, Sunday, and on holidays.

1.19 OCC - Other Common Carrier

The term "other common carrier" denotes a specialized or other type of common carrier authorized by the Federal Communications Commission to provide domestic or international communications service.

1.20 Subscriber

The term "subscriber" can be interchanged with customer.

1.21 Switch

The term "switch" denotes an electronic device which is used to provide circuit sharing, routing, and control.

1.22 Timely Payment

The term "timely payment" means a payment on a customer's account made on or before the due date.

1.23 Underlying Carrier

A provider of interexchange telecommunication services from whom Teligent may acquire facilities or services which it resells to its customers.

SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of Teligent, Inc.**

The Company provides domestic intrastate services through its own facilities or the resale of the domestic services and facilities of other authorized carriers to customers for the transmission of voice, data and facsimile, and other special services on a switched and dedicated basis. All services are to be provided in accordance with the terms and conditions set forth in this tariff.

Teligent installs, operates and maintains the communication services provided hereunder in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Teligent network. The customer shall be responsible for all charges due for such service arrangements.

The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Limitations

2.2.1 Service is offered subject to the availability of the necessary facilities or equipment, or both facilities and equipment, and subject to the provisions of this Tariff.

2.2.2 The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the customer or end-user is using the service in violation of law or the provisions of this Tariff.

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 nor for failure to establish connections.

2.2.4 The Company reserves the right to refuse service to customers or end-users due to insufficient or invalid charging information.

2.3 Connection Fees

The Company does not currently charge a connection fee to provide service.

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2.4 Use of Service

- 2.4.1 Services provided under this Tariff may be used only for the transmission of communications in a manner consistent with the terms of this tariff and regulations of the Federal Communications Commission.
- 2.4.2 Services provided under this Tariff shall not be used for unlawful purposes.

2.5 Liabilities of the Company

- 2.5.1 Teligent's liability for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the transmission occurring in the course of furnishing service, channels or other facilities, and not caused by the negligence of the customers, 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 the transmission occur. For the purposes of computing such amount, a month is considered to have thirty (30) days.
- 2.5.2 In no event will carrier be responsible for consequential damages or lost profits suffered by a customer or end user as a result of interrupted or unsatisfactory service.
- 2.5.3 Carrier is not liable for any act or omission of any other company or companies furnishing a portion of the service. No agents or employees of other carriers or companies shall be deemed to be agents or employees of carrier.
- 2.5.4 Carrier shall be indemnified and held harmless by the customer or end user against
- 2.5.4.A Claims for libel, slander or infringement of copyright arising out of the material, data, information or other content transmitted over carrier's channels or facilities.
- 2.5.4.B Patent infringement claims arising from combining or connecting carrier-furnished channels with apparatus and systems of the customer, and
- 2.5.4.C All other claims arising out of any act or omission of the customer or end user in connection with any service provided by carrier.

- 2.5.5. Carrier is not liable for any act or omission of any other company or companies, including, but not limited to any LEC or underlying carrier furnishing a portion of the service
- 2.5.6. Carrier does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The customer indemnifies and holds carrier harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or persons, for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment so used
- 2.5.7. Carrier is not liable for any defacement of, or damage to, the premises of a customer resulting from the furnishing of services or the attachment of instruments, apparatus and associated wiring furnished by carrier on such customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of carrier negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of carrier without written authorization.

2.6. Responsibilities of the Customer

- 2.6.1. The End-User is responsible for taking all necessary legal steps for interconnecting the customer-provided terminal equipment or communications systems with Carrier facilities or services. The End-User shall secure all licenses, permits, rights-of-way and other arrangements necessary for such interconnection.
- 2.6.2. The End-User shall ensure that the equipment and/or system is properly interfaced with Carrier facilities or services; that the signals emitted into the Carrier network are of the proper mode, bandwidth, power and signal level for the intended use of the End-User and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel or degrade service to other customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Carrier will permit such equipment to be connected with its channels without the use of protective interface devices

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- 2.6.3. If the End-User fails to maintain the equipment and/or system properly, with resulting imminent harm to Carrier equipment, personnel or the quality of service to other end-users, Carrier may, upon written notice, require the use of protective equipment at the End-User's expense. If this fails to produce satisfactory quality and safety, Carrier may, upon written notice, terminate the End-User's service.
- 2.6.4. The End-User shall be responsible for securing its telephone equipment against being used to place fraudulent calls using the Company's service. The End-User shall be responsible for payment of all applicable charges for services provided by the Company and charged to the end-user even where those calls are originated by fraudulent means either from End-User's premises or from remote locations.
- 2.6.5. Teligent shall be indemnified and held harmless by the End-User against claims of libel, slander, or the infringement of copyright, or for the unauthorized use of any trademark, trade name, or service mark, arising from the material transmitted over the channel, against claims for infringement of patents arising from, combining with, or using in connection with, service furnished by Teligent, apparatus and systems of the member, against all other claims arising out of any act or omission of the member in connection with the service provided by Teligent. The end-user shall be liable for
- 2.6.5.A Loss due to theft, fire, flood, or other destruction of Teligent equipment or facilities on subscriber's premises
 - 2.6.5.B Reimbursing Teligent for damages to facilities or equipment caused by the negligence or willful acts of the subscriber's officers, employees, agents or contractors
 - 2.6.5.C Charges incurred with interconnect or local operating companies for service or service calls made to the end-user's premises or on the end-user's leased or owned telephonic equipment unless Teligent specifically authorizes said visit or repairs in advance of the occurrence and Teligent agrees in advance to accept the liability for said repairs or visit
 - 2.6.5.D Payment for all Teligent service charges incurred through usage or direct action on the part of the end-user

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2.7. Interruption of Service

- 2.7.1. Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the customer or to the failure of channels or equipment provided by the customer, are subject to the general liability provisions set forth in 2.4 herein. It shall be the obligation of the customer or end user to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the customer or end user shall ascertain that the trouble is not being caused by any action or omission by the customer within his/her control, or is not in wiring or equipment, if any, furnished by the customer and connected to the Company's facilities.
- 2.7.2. For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.7.3. No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.7.4. The customer shall be credited for an interruption of two 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:

$$\text{Credit} = A/720 \times B$$

"A" - outage time in hours

"B" - total monthly charge for affected facility

- 2.7.5. If written notice of a dispute as to charges is not received by the Company within thirty (30) days of the date a bill is issued, such charges shall be deemed to be correct and binding on the customer or end user.

2.8. Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.9 Deposits and Advance Payments

The Company does not currently require deposits or advance payments from customers. Carrier may in the future require an advance payment not to exceed one month's estimated service or equipment charges if deemed necessary, based on a customer's credit history. Should Teligent determine that a deposit or advance payment is necessary prior to providing service which exceeds one month's estimated charges, Teligent will maintain and file a surety bond with the FPSC prior to receiving such a deposit.

2.10 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.

2.11 Exclusion Requirements for Specific Service

Carrier offers no exclusion for specific services.

2.12 Employee Concessions

Carrier offers no special employee concessions.

2.13 Customer Billing Inquiries

Any customer who has a question regarding his/her telephone bill may contact Teligent at 8065 Leesburg Pike, Suite 400, Vienna, Virginia 22182 or through its toll free number, 1-800-689-9367.

2.14 Disconnection of Service

Teligent may disconnect service at any time, without notice where

- 2.14.1. The customer or end-user violates any provision of this tariff.
- 2.14.2. The customer or end-user violates or causes to be violated any statute or rule or regulation of federal or state authorities having jurisdiction over the service provided by carrier.

2.15. Payment of Charges

Customer bills are issued monthly. The customer will receive its bill on or about the same day of each month. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the customer. Each bill contains monthly recurring charges billed in advance, usage charges billed in arrears, and the last date for timely payment. Carrier will prorate monthly recurring charges based on a 30 day month.

Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of Carrier or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, or cashier's check.

Customer payments are considered prompt when received by Carrier or its agent by the due date on the bill. The due date is 21 days after the bill is rendered and is designated by the due date on the customer's bill. The customer shall have at least 21 days from the rendition of a bill to timely pay the charges stated. Carrier will credit payments within 24 hours of receipt.

Bills that remain unpaid beyond the due date on the bill will incur a late payment charge of 1.5% - or the maximum permitted by law, whichever is higher - of the outstanding unpaid balance for each month or part of a month that the bill remains unpaid after the specified Due Date.

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SECTION 3 - DESCRIPTION OF SERVICE**3.1. Billing Increments and Rounding**

Teligent bills for an initial one minute minimum increment with additional one minute increments thereafter rounded up to the nearest minute unless otherwise specified

3.2. Timing of Calls

The customer's usage charge is based on actual usage of Teligent's network. Usage begins when the called party picks up the receiver. When the called party picks up is determined by hardware answer supervision. When software answer supervision is employed, up to sixty (60) seconds of ring is allowed before it is billed as usage of the network. Chargeable time ends when either party hangs up, thereby releasing the network connection.

3.3. Uncompleted Calls

The Company does not bill customers for calls which are not completed (busy numbers, no answer, etc.)

3.4. Credit and Refunds

All requests for call credits due to bad connection, disconnection, wrong number dialed, etc. shall be made through the Company's toll free number at 1-800-689-9367

3.5. Calculation of Distance

The Company's interexchange services are currently offered on a flat rate per minute basis and are not distance sensitive, therefore distance calculations are not applicable

(RESERVED FOR FUTURE USE)

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3.6 Minimum Call Completion Rate

A customer can expect a call completion rate (number of calls completed/number of calls attempted) of not less than 99% during peak use periods for all Feature Group D services

3.7 Intrastate Direct Dial Long Distance Service

Teligent will provide direct dial (1+) services to its customers. Direct dial services are initiated by a caller dialing 1+ the area code and called number from a telephone location that is presubscribed to Teligent

Service is offered on a measured-use basis for an initial one minute minimum with additional one minute increments thereafter according to the rate plans set forth in Section 4

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SECTION 4 - RATES

This section sets forth the rates and charges applicable to calls originating and terminating within the State of Florida.

4.1 Intrastate Direct Dial Service**Per Minute Usage Rate**

All Mileage Bands

\$ 25

4.3 Late Payment and Returned Check Charges

Interest charges on unpaid balances may be assessed at the maximum level permitted by State law. The Company may assess a charge of twenty dollars (\$20.00) for each returned check.

4.3 Special Promotions

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

4.4 Exemptions and Special Rates**4.4.1 Discounts for Hearing Impaired Customers**

Intrastate toll message rates for TDD users, which is communicated using a telecommunications device for the deaf (TDD) by properly certified business establishments or individuals equipped with TDDs for communications with hearing or speech impaired persons, shall be evening rates for daytime calls and night rates for evening and night calls. These discounts shall be offered by all interexchange carriers and LECs.

4.4.2 Operator Assistance and Directory Assistance For Handicapped Persons

Pursuant to FPSC Rules and Regulations, Teligent will not charge for the first 50 directory assistance calls initiated per billing cycle by handicapped persons. Operator surcharges for handicapped persons will be waived for operator assistance provided to a caller who identifies himself as being handicapped and unable to dial the call because of a handicap.

4.4.3 Telecommunications Relay Service

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

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