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June 26, 2000

VIA HAND DELIVERY

Blanca S. Bayo, Director
Division of Records and Reporting
Betty Easley Conference Center
4075 Esplanade Way
Tallahassee, Florida 32399-0870

Re: Docket No.: 000517

Dear Ms. Bayo:

On April 28, 2000, I submitted OnFiber's application in this docket. On Fiber has since edited Exhibit B to the application, which is OnFiber's proposed tariff, to conform to the Commission's regulations in several respects. I am enclosing 15 copies of the revised Exhibit B. Please substitute this tariff for the one that accompanied the application.

Thank you for your assistance.

Yours truly,



Joseph A. McGlothlin

JAM/bae

- APP Enclosure
- CAF cc: Nancy Pruitt
- CMP _____
- COM _____ Kristin Smith
- CTR _____
- ECR _____
- LEG 1
- OPC _____
- PAI _____
- RGO *Pruitt*
- SEC 1
- SER _____
- OTH _____

McWHIRTER, REEVES, MCGLOTHLIN, DAVIDSON, DECKER, KAUFMAN, ARNOLD & STEEN, P.A.

DOCUMENT NUMBER-DATE

07769 JUN 26 8

FPSC-RECORDS/REPORTING

ORIGINAL

TITLE SHEET

TELECOMMUNICATIONS SERVICES

This Tariff applies to the Telecommunications Services furnished by OnFiber Carrier Services, Inc. ("Carrier") originating and terminating solely between one or more points in 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 Carrier's principal place of business.

Issued: April 28, 2000

Effective:

Issued by: Kirk Wampler, Vice President
2730 Sand Hill Road, Suite 150
Menlo Park, CA 94025

CHECK-SHEET

The sheets 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>	<u>SHEET</u>	<u>REVISION</u>
1	Original	18	Original
2	Original	19	Original
3	Original	20	Original
4	Original	21	Original
5	Original	22	Original
6	Original	23	Original
7	Original	24	Original
8	Original	25	Original
9	Original	26	Original
10	Original	27	Original
11	Original	28	Original
12	Original	29	Original
13	Original	30	Original
14	Original	31	Original
15	Original		
16	Original		
17	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

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 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 their tariff approval process, the most current sheet number on file with the Commission is not always the Tariff page in effect.

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TARIFF FORMAT (cont'd)

C. **Paragraph Numbering Sequence** - There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence suggested for use in tariffs.

- 2.1
- 2.1.A.
- 2.1.A.1.(a).
- 2.1.A.1.(a).I.

D. **Check Sheets** - When a tariff filing is made with the Commission, an undated 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 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). 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 Commission.

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SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Carrier - OnFiber Carrier Services, Inc.

Common Carrier - An authorized company or entity providing telecommunications services to the public.

Commission - Florida Public Service Commission

FL P.S.C. - Florida Public Service Commission

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

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SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Local Access and Transport Area (LATA) - A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

Measured Charge - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed call.

Customer - The person or legal entity which subscribes to, utilizes, or enters into arrangements for Carrier's telecommunications services and is responsible for payment of Carrier's services.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

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SECTION 2. RULES AND REGULATIONS

2.1. Application of Tariff

2.1.A. This Tariff contains the regulations and rates applicable to intrastate telecommunications services provided by Carrier to business and residential customers for telecommunications between points within the State. Carrier's services are furnished subject to the availability of facilities and services and subject to the terms and conditions of this Tariff.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.1. Application of Tariff (Cont'd)

2.1.B. Carrier's services may be provided over the telecommunications channels, facilities or services of other facilities based Carriers including the facilities of the incumbent local exchange carrier and may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers.

2.1.C. The rates and regulations contained in this Tariff apply only to the services furnished by Carrier to the Customer and do not apply, unless otherwise specified, to the lines, facilities, or services provided by the incumbent local exchange telephone company or other common carrier for use in accessing the services of Carrier.

2.1.D. The Customer is entitled to limit the use of Carrier's services by end users at the Customer's facilities, and may use other common carriers in addition to or in lieu of Carrier.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2. Use of Services

2.2.A. Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.

2.2.B. The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

2.2.C. Carrier's services are available for use twenty-four hours per day, seven days per week, except with respect to limited planned outages about which the Customer will be provided advance notice.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2. Use of Services (Cont'd)

2.2.D. Carrier does not transmit messages pursuant to this Tariff, but its services may be used for that purpose.

2.2.E. Carrier's services may be canceled for nonpayment of uncontested bill charges or for other violations of this Tariff.

2.3. Liability of Carrier

2.3.A. Due to the unavailability of errors incident to the services and to the use of the facilities furnished by the Carrier or connecting carriers, the services and facilities furnished by the Carrier and connecting carriers are subject to the terms, conditions and limitations set forth herein.

2.3.B. Interruption means the inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone,

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circuits, busy or other network and/or switching capacity shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

- 2.3.C. When service is interrupted for a period of at least 24 hours after notice by the Customer to Carrier, an allowance equal to 1/28 of fixed billing cycle charges for service and facilities furnished by the Carrier rendered useless or substantially impaired shall apply to each 24 hours during which the interruption continues after notice by the Customer to the Carrier. Credit in any billing period shall not exceed the total non-usage charges for that period for the services and facilities furnished by the Carrier rendered useless or substantially impaired. No allowance shall apply to any non-recurring or usage charges.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3. Liability of Carrier (Cont'd)

- 2.3.C. The liability of the Carrier for any loss or damages whatsoever arising out of mistakes, omissions, delays, errors, defects or failures in the service, or in any non-regulated equipment or facilities, shall not exceed an amount equivalent to the proportionate charge to the Customer for the period during which the mistake, omission, delay, defect, or failure existed, or the Tariff charge for the call involved. Under no circumstances shall the Carrier be liable for any consequential, special, indirect, incidental or exemplary damages.
- 2.3.E. Carrier shall not be liable for any act or omission or any connecting carrier, underlying carrier, or incumbent local exchange company; for acts or omission of any other providers of connections, facilities, or for service other than the Carrier; or for culpable conduct of the Customer or failure of equipment, facilities or connection provided

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by the Customer.

2.3.D. Carrier shall not be liable for defacement of, or damage to, the premises of a Customer resulting from the attachment or instruments, apparatus and associated wiring furnished by the Carrier on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of the Carrier's gross negligence. No agents or employees of the other participating carriers shall be deemed to be agents or employees of Carrier.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3. Liability of Carrier (Cont'd)

2.3.E. Carrier shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.

2.3.F. Carrier shall not be liable for any unlawful or unauthorized use of Carrier's facilities and service, unless such use results solely from the negligence or willful misconduct of Carrier.

2.3.G. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with Carrier's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4. Responsibilities of the Customer

2.4.A. The Customer is responsible for placing any necessary orders for complying with Tariff regulations; for the placement of any stickers or tent cards provided by Carrier or as required by law; and for assuring that end users comply with Tariff regulations. The Customers shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Customer to end users. The Customer is also responsible for the payment of charges for calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4. Responsibilities of the Customer (Cont'd)

2.4.B. The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by Carrier on the Customer's behalf.

2.4.C. If required for the provision of Carrier's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to Carrier.

2.4.D. The Customer is responsible for arranging access to its premises at times mutually agreeable to Carrier and the Customer when required for Carrier personnel to install, repair, maintain, program, inspect or remove equipment with the provision of Carrier's services.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.4. Responsibilities of the Customer (Cont'd)**

2.4.E. The Customer shall ensure that the equipment and/or system is properly interfaced with Carrier facilities or services, that the signals emitted into Carrier's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer 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 use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Carrier equipment, personnel, or the quality of service to other Customers, Carrier may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Carrier may terminate the Customer's service.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4. Responsibilities of the Customer (cont'd)

2.4.F. The Customer is responsible for payment of the charges set forth in this Tariff.

2.4.G. Resellers and rebillers of the company's service must be certified as Interexchange Carriers.

2.4.H The Customer is responsible for compliance with the applicable regulations set forth in this Tariff.

2.4.I. The Customer shall indemnify and save Carrier harmless from all liability disclaimed by Carrier as specified in Section 2.3. above, arising in connection with the provision of service by Carrier.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5. Cancellation or Interruption of Services

2.5.A. Without incurring liability, Carrier may discontinue services to a Customer or may withhold the provision of ordered or contracted services, subject to the procedures set forth in 2.5.B.:

1. For nonpayment of any sum due Carrier for more than thirty (30) days after issuance of the bill for the amount due,
2. For violation of any of the provisions of this Tariff,
3. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Carrier's services, or
4. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Carrier from furnishing its services.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5. Cancellation or Interruption of Services (Cont'd)

2.5.B. Procedures for discontinuance of existing service:

1. Carrier may discontinue service without notice for any of the following reasons:
 - (a). If a Customer or User causes or permits any signals or voltages to be transmitted over Carrier's network in such a manner as to cause a hazard or to interfere with Carrier's service to others.
 - (b). If a Customer or User uses Carrier's services in a fraudulent manner.
2. In all other circumstances, Carrier will provide the Customer with written notice via first class U. S. mail stating the reason for discontinuance, and will allow the Customer not less than fifteen (15) days to remove the cause for discontinuance. In cases of non-payment of charges due, the Customer will be allowed at least five (5) days written notice via first class mail that disconnection will take place within five days, excluding Sundays and holidays, and the Customer will be given the opportunity to make full payment of all undisputed charges, and in no event will service be discontinued on the day preceding any day on which Carrier is not prepared to accept payment of the amount due and to reconnect service.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5. Cancellation or Interruption of Services (Cont'd)

2.5.C. Without incurring liability, Carrier may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and Carrier's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

2.5.D. Service may be discontinued by Carrier, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Customer authorization codes, when Carrier deems it necessary to take such action to prevent unlawful use of its service. Carrier will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assist in a new authorization code to replace the one that has been deactivated.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6. Billing Arrangements

2.6.A. Customers will either be billed directly by Carrier or its intermediary, or charges will be included in the Customers' regular telephone bill pursuant to billing and collection agreements established by Carrier or its intermediary with the applicable telephone company.

2.6.B. Carrier will render bills monthly. Payment is due within thirty (30) days after Customers' receipt of its bill.

2.6.C. Carrier may impose a late payment charge of 1.5% on any bill not paid within thirty (30) days of receipt by

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the customer.

2.7. Validation of Credit

Carrier reserves the right to validate the credit worthiness of Customers.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.8. Contested Charges

All bills are presumed accurate, and will be binding on the Customer unless objection is received by Carrier within thirty (30) days after such bills are rendered. In the case of a billing dispute between the Customer and Carrier for service furnished to the Customer or an end user, which cannot be settled with mutual satisfaction, the Customer can take the following course of action within thirty (30) days of the billing date:

2.8.A. First, the Customer may request, and Carrier will provide, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.

2.8.B. Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Carrier, the Customer may file an appropriate complaint with the Florida Public Service Commission.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.9. Billing Entity Conditions

When billing functions on behalf of Carrier are performed by local exchange telephone companies, or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

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2.10. Deposits

Carrier does not require a deposit from the Customer.

2.11. Taxes

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

2.12. Minimum Call Completion Rate

Carrier will ensure a call completion rate of not less than 90%.

2.13. Promotions

Carrier may from time to time offer promotional services with the approval of the Commission via a tariff filing. See Section 4 for Rates and Charges.

2.14. Billing and Collection Practices

Carrier will adopt all billing and collection practices as adopted by the Florida Public Service Commission.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.15. Shortage of Equipment or Facilities**

2.15.A. The Carrier reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Carrier, when necessary because of lack of facilities, or due to some other cause beyond the Carrier's control.

2.15.B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Carrier's facilities as well as facilities the Carrier may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Carrier.

SECTION 3. DESCRIPTION OF SERVICES**3.1. Hi-Capacity, Private Line and Special Access Services**

3.1.A. Services are offered by the Carrier via its own facilities and/or the facilities of other carriers. Services are offered as one-way or two-way communications services.

3.2. Dedicated Access Services

3.2.A. DS3 Service	(44.736 Mbps)
DS1 Service	(1.5 Mbps)
Fractional Services	(Data rates may vary in either direction)
DS0 Service	(Up to 64 kbps)

3.3. Other Services

3.3.A. Other services, including fractional point-to-point high-speed digital point-to-point services, may be provided by the Carrier on an Individual Case Basis (ICB), depending on such factors as length of loops involved, quality of loops and other factors. All such rates will be made part of this tariff.

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3.4. Individual Case Basis (ICB) Arrangements

3.4.A. Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. All such rates will be submitted to the Florida Public Service Commission for approval. All such rates will be made part of this tariff.

3.5. Timing of Calls

3.5.A. The call begins when the called party answers and terminates when either party ends the call. No charge will be made for an incomplete call.

SECTION 4. RATES AND CHARGES

4.1. Rate Elements

4.1.A. Non-recurring and monthly recurring rates apply for each Dedicated Service furnished by the Carrier. Monthly recurring rates vary according to the time period for which the Customer commits to take the service. Unless otherwise noted, three standard rate elements are used in calculating the monthly recurring rate for each service:

4.1.A.1. Local Distribution Channel (LDC)

4.1.A.1.A. This rate element applies to each end-point of a digital channel provided to a Customer.

4.1.A.2. Interoffice Channel Mileage - Fixed

4.1.A.2.A. This rate element applies per digital channel whenever there is mileage associated with the channel; a digital channel has mileage associated with it when the endpoints of the channel are located in geographic areas normally served out of separate local exchange

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carrier (LEC) end offices. This rate element applies per circuit endpoint.

SECTION 4. RATES AND CHARGES (Cont'd)

4.1.A.3. Interoffice Channel Mileage - Per Mile

4.1.A.3.A This rate element applies whenever there is mileage associated with the digital channel. The unit rate is multiplied by the number of miles (Interoffice Mileage) between the two LEC end offices serving the geographic areas in which the end points of the channel are located. Interoffice Mileage is determined according to the V&H coordinates method set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4. Fractions of a mile are rounded up to the next whole mile before rates are applied.

4.2. Rates

4.2.A. DS3 Rates

RATES	MONTH TO MONTH	1 YR.	2 YR.	5 YR.
Local Distribution Channel (Per Channel)	\$3,250	\$3,250	\$2,800	\$2,620
Interoffice Channel Mileage (Fixed)	\$1,000	\$1,000	\$900	\$800
Interoffice Channel Mileage (Per Mile)	\$100	\$100	\$90	\$80
Installation Rate	\$3,100 Per Local Distribution Channel			

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SECTION 4. RATES AND CHARGES (Cont'd)

4.2.B. DS1 Rates

RATES	MONTH TO MONTH	1 YR.	2 YR.	5 YR.
Local Distribution Channel (Per Channel)	\$235	\$235	\$222	\$208
Interoffice Channel Mileage (Fixed)	\$100	\$100	\$90	\$80
Interoffice Channel Mileage (Per Mile)	\$20	\$20	\$19	\$15
Installation Rate	\$600 Per Local Distribution Channel			

SECTION 4. RATES AND CHARGES (Cont'd)

4.2.C. Fractional Rates

4.2.C.1. This page reserved for future use.

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SECTION 4. RATES AND CHARGES (Cont'd)4.2.D. DS0 Rates

DSO SERVICE	NON-RECURRING	MONTHLY RECURRING	
		DS0 LOCAL DISTRIBUTION CHANNEL (EACH)	DS0 MILEAGE
2 wire voice grade	\$475	\$27.00	\$22.00 plus \$0.50 per mile
4 wire voice grade	\$475	\$42.00	\$22.00 plus \$0.50 per mile
2.4 to < 56 kbps	\$350	\$45.00	\$4.50 plus \$5.00 per mile
56 or 64 kbps	\$350	\$45.00	\$4.50 plus \$5.00 per mile
56 or 64 kbps x n (N>1)	\$250 x N with \$3,000 MAX	\$36.00 x N	\$4.50 plus \$5.00 per mile X N

4.3. Emergency Calls

4.3.A. Customer shall configure its PBX or other switch vehicle from which a customer places a call so that 911 emergency calls, where available, and similar emergency calls will be automatically routed to the emergency answering point for the geographical location where the call originated without the intervention of Carrier.

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