

# 800 Response Information Services LLC

030168-JT

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ORIGINAL

05 MAR -7 AM 9:08

COMMISSION  
CLERK

February 28, 2005

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

RE: 800 Response Information Services LLC IXC Registration Form

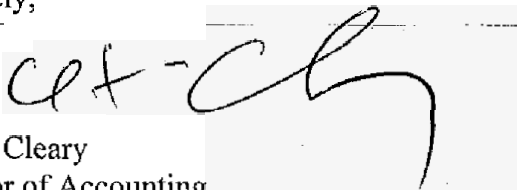
Dear Clerk:

Enclosed please find an original copy of the IXC Registration Form and the initial Florida Tariff No. 1, consisting of Original pages 1 through 14 for 800 Response Information Services LLC. The Company proposes to offer resold interexchange intrastate telecommunications services to non-residential subscribers.

Please acknowledge receipt of this filing by returning, file-stamped, the extra copy of this cover letter in the self addressed stamped envelope provided for that purpose.

Please feel free to contact me if you have any questions regarding the enclosed documents.

Sincerely,




Robert Cleary  
Director of Accounting

Enclosure

*Original Tariff forwarded  
to CUP*

RECEIVED & FILED

  
FPSC-BUREAU OF RECORDS

RECEIVED RECORDS

2005 MAR 7 AM 9:08

DOCUMENT NUMBER-DATE

02290 MAR-7 05

**ORIGINAL**

**IXC REGISTRATION FORM**

Company Name: **800 Response Information Services LLC**

Florida Secretary of State Registration No. M05000000814

Fictitious Name(s) as filed at the Fla. Sec. of State: **None**

Company Mailing Name: **800 Response Information Services LLC**

Mailing Address: **PO Box 1049  
Burlington, VT 05402-1049**

Web Address: [www.800responseinfromationservices.com](http://www.800responseinfromationservices.com)

E-mail Address: [sperrotte@800response.com](mailto:sperrotte@800response.com)

Physical Address: **200 Church St.  
Burlington, VT 05401**

Company Liaison: **Stephanie Perrotte**

Title: **Tariff Director**

Phone: **802-383-0724**

Fax: **802-860-0395**

E-mail address: [lyoung@800response.com](mailto:lyoung@800response.com)

Consumer Liaison to PSC: **Linda Young**

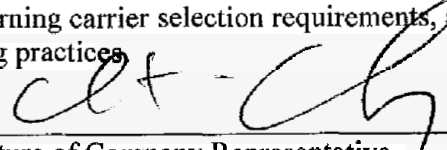
Title: **Director of Operations**

Phone: **802-383-0803**

Fax: **802-860-0395**

E-mail address: [lyoung@800response.com](mailto:lyoung@800response.com)

My company's tariff as required in Section 364.04, Florida Statutes, is enclosed with this form I understand that my company must notify the Commission of any changes to the above information pursuant to Section 364.02, Florida Statutes. My company will owe Regulatory Assessment Fees for each year or partial year my registration is active pursuant to Section 364.336, Florida Statutes. My company will comply with Section 364.603, Florida Statutes, concerning carrier selection requirements, and Section 364.604, Florida Statutes, concerning billing practices.

  
Signature of Company Representative

Date

2/2/05

Robert Cleary

Printed/Typed Name of Representative

DOCUMENT NUMBER-DATE

02290 MAR-7 05

FPSC-COMMISSION CLERK

TITLE SHEET

800 Response Information Services LLC

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff includes the rates, charges, terms and conditions of service for the provision of non-residential switched intrastate telecommunications services by 800 Response Information Services LLC, with principal offices at 200 Church Street, Burlington, VT 05401. This tariff applies for services furnished within the state of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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ISSUED: February 28, 2005

By:

Stephanie Perrotte, Tariff Director  
P.O. Box 1049  
200 Church Street  
Burlington, VT 05402

EFFECTIVE: May 1, 2005

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**CHECK SHEET**

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet (s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date of the bottom of this page.

SHEET	REVISION
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original

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SYMBOLS SHEET

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 SHEETS**

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version 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 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.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Access Line** - An arrangement which connects the customer's location to the Company's network switching center.

**Authorized User** - A person or entity that accesses the Company's services. An Authorized User is responsible for compliance with this tariff.

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

**Call Reporting System** - A computerized system for providing detailed, real-time reports of call records, including calls that are not completed due to busy signals and ring-no-answers, via the internet.

**Common Carrier** - A company or entity providing telecommunications services to the public.

**Company or Carrier** - 800 Response Information Services LLC.

**Customer** - The term "Customer" denotes the person, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity that is responsible for payment of charges and for compliance with this tariff.

**Customer - Provided Facilities** - The term "Customer - Provided Facilities" denotes all communications facilities provided by the Customer and/or Authorized User other than those provided by the Company.

**Direct Dialed Call** - An intrastate telephone call that is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator.

**Exchange** - The term "Exchange" denotes a unit established by the Local Exchange Carrier for the administration of communications service in a specified area that usually embraces a city, town or village and its environs. It consists of one or more Central Offices together with the associated facilities used in furnishing communications service within that area.

**F.P.S.C.** - The Florida Public Service Commission

**Intrastate Message Telecommunications Service ("MTS")** - The term "Intrastate Message Telecommunications Services" denotes the furnishing of intrastate switched service to the Customer for the completion of long distance voice and dial-up low speed data transmissions over voice grade channels between points wholly within the State of Massachusetts.

**Local Exchange Carrier ("LEC")** - The term "Local Exchange Carrier" denotes any telephone company that provides local telephone service to Customers within a defined area.

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



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

**Other Common Carrier** - The term "Other Common Carrier" denotes a common carrier, other than the Company, providing domestic and/or international communications service to the public.

**Point(s) of Presence** - The term "Point(s) of Presence" denotes the site(s) where the Company provides a network interface with facilities provided by Other Common Carriers, Local Exchange Carriers or Customers for access to the Company network configuration.

**Premise** - The term "Premise" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

**Resp. Org.** - Responsible Organization or entity identified by an 8XX service Customer that manages and administers records in the SMS 800 Database.

**800 Response Information Services LLC** - The issuer of this tariff.

**Service** - Intrastate telecommunications service provided to a Customer or Authorized User by the Company.

**Special Access Service** - All exchange access not utilizing telephone company end office switches. This service includes dedicated access that connects end user to end user, end user to carrier, or carrier to carrier and may include analog or digital channels for voice, data or video transmissions.

**Subscriber** - Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, make telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

**Toll Free Service** - An interexchange service offered pursuant to this tariff for which the called party is assigned an 8XX-NXX-XXX number and is billed for calls terminating at that number.

**Underlying Carrier** - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

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**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of the Company**

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

Service is offered to non-residential Customers of the Company to provide direct dial and toll free service originating and terminating partially or wholly within the State of Florida, using the Company's network configuration. The Company provides switched direct dialed and toll free long distance services for voice grade and low speed dial-up data transmission services. The company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All services are provided subject to the terms and conditions set forth in this tariff. In the event of a conflict between a contract entered into by the Company and this tariff, the terms of this tariff shall prevail.

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

**2.2 Limitations**

- 2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.
- 2.2.2 The Company reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control, or when the customer is using service in violation of the law or the provisions of this tariff.
- 2.2.3 All facilities provided under this tariff are directly controlled by the Company and the customer may not transfer or assign the use of service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.4 All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.
- 2.2.5 Customers reselling or rebilling services must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

**2.3 Liabilities of the Company**

- 2.3.1 The Company's liability arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which the aforementioned faults in transmission occur, unless ordered by the Commission. Under no circumstances whatsoever shall the Company or its officers, directors, agents or employees be liable for indirect, incidental, special or consequential damages (including without limitation lost profits).

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**SECTION 2 - RULES AND REGULATIONS Continued****2.3 Liabilities of the Company Continued**

2.3.2 The Company shall be indemnified and held harmless by the customer against:

(A) Claims for libel, slander, or infringement of copyright or trademark arising out of the material, data, information, or other content transmitted over the Company's facilities.

(B) All other claims arising out of any act or omission of the customer in connection with any service or facility provided by the Company.

**2.4 Interruption of Service**

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

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

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

Credit Formula:  $Credit = A/720 \times C$

"A" - outage time in hours

"B" - each month is considered to have 720 hours

"C" - total monthly charge for affected facility

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**SECTION 2 - RULES AND REGULATIONS continued****2.5 Disconnection of Service by Carrier**

The company (carrier), upon 5 working days written notice to the customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- 2.5.1 Non-payment of any sum due to carrier for regulated service for more than thirty days beyond the date of rendition of the bill for such service.
- 2.5.2 A violation of any regulation governing the service under this tariff.
- 2.5.3 A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.
- 2.5.4 The company has given the customer notice and has allowed a reasonable time to comply with any rule, or remedy, and deficiency as stated in Rule 25-4.113, F.A.C., Refusal or Discontinuance of Service by Company.
- 2.5.5 Service may be disconnected without notice for tampering with company equipment, for interfering with the service to other customers, for fraud, or in the event of a hazardous condition.

**2.6 Deposits**

If the Company restores Service to a Customer whose Service was terminated or suspended for non-payment, the Company may require a deposit from the Customer of up to two months' estimated charges which the Company may apply against overdue charges. The Company does not otherwise require a deposit from the Customer.

**2.7 Advance Payments**

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

**2.8 Taxes**

All federal, state and local sales, use, gross receipts, excise, privileges and similar taxes, are billed as separate line items and are not included in the rates quoted in this tariff, unless otherwise provided in this tariff.

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**SECTION 2 - RULES AND REGULATIONS continued**

**2.9 Billing of Calls**

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

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES****3.1 Service Offerings**

The Company's Intrastate Service is offered for the provision of inbound Toll Free Services.

3.1.1 The Customer may contract with the Company to use a shared use toll free number. Shared use numbers are controlled by an enhanced service provider. The enhanced service provider, and not the Customer, is the toll free service end user for purposes of the SMS Database, and shall have the exclusive right to select the Underlying Carrier and to change routing arrangements and/or the RESP ORG. At the request of the enhanced service provider, the Company provides toll free service to multiple end users using the same toll free number. Calls to a Customer's shared use toll free number will only be terminated to the Customer if they originate in the NPAs (area codes) identified in the service contract with the Company. Calls placed to a shared use toll free number from cellular phones or other wireless devices may not be completed if more than 10 digits are dialed by the caller.

**3.2 Determination of Call Duration and Timing of Calls**

3.2.1 Calls commence when the call is completed. The chargeable time ends when the calling station releases the circuit. If the calling station does not release the circuit, the chargeable time ends when the circuit is released by automatic timing equipment in the telecommunications network.

3.2.2 All calls are billed in six (6) second increments after an initial period, for billing purposes, of thirty (30) seconds.

3.2.3 Chargeable time does not include the time lost because of known faults or defects in the service.

3.2.4 Calls are not distance sensitive.

3.2.5 A customer can expect a call completion rate (number of calls completed/number of calls attempted) of not less than 90% during peak use periods.

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**SECTION 3 - DESCRIPTION OF SERVICE Continued****3.3 Rates**

3.3.1 Actual rates are specified in Section 4 of this tariff. All fractional cent charges are rounded to the nearest cent on a per call basis.

3.3.2 Rate Factors - The rate for a call is determined by the service option selected by customer and the duration of the call.

**3.4 Contract Services**

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, monthly prepayment option, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.

**3.5 Additional Terms of Service**

In addition to the rules and regulations contained herein, the services shall be subject to additional terms and conditions that the Company posts from time to time on its web site:

[www.800responseInformationServices.com](http://www.800responseInformationServices.com).

In the event of a conflict between this tariff and the additional terms and conditions posted on the web site, the terms of this tariff shall prevail.

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**SECTION 4 - RATES****4.1 Inbound Toll Free Service**

Rate per minute - \$.0990

Plan is billed in six second increments with a 30 second minimum.

**4.2 Payment of Calls****4.2.1 Late Payment Charges**

A late payment Charge of 1.5% per month will be assessed on all unpaid balances more than thirty days old.

**4.2.2 Return Check Charges**

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds.

**4.3 Restoration of Service**

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

**4.4 Payphone Surcharge**

A surcharge will be assessed for each call made from a payphone to an inbound toll free number at the tariffed rate of the Underlying Carrier.

**4.5 Missed Call Reports**

Customers who elect to receive missed call reports will be charged a flat fee for each incomplete call reported, in accordance with the contract for enhanced services between the Customer and the Company.

**4.6 Special Promotions**

The company will, 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 be made part of this tariff.~~

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