

**NEWMAN, COMLEY & RUTH**

PROFESSIONAL CORPORATION  
ATTORNEYS AND COUNSELORS AT LAW  
MONROE BLUFF EXECUTIVE CENTER  
601 MONROE STREET, SUITE 301  
P.O. BOX 537  
JEFFERSON CITY, MISSOURI 65102-0537  
www.ncrpc.com

TELEPHONE: (573) 634-2266  
FACSIMILE: (573) 636-3306

ROBERT K. ANGSTEAD  
MARK W. COMLEY  
CATHLEEN A. MARTIN  
STEPHEN G. NEWMAN  
JOHN A. RUTH

October 16, 2003

**FILED**

OCT 16 2003

Missouri Public  
Service Commission

The Honorable Dale Hardy Roberts  
Secretary/Chief Regulatory Law Judge  
Missouri Public Service Commission  
P.O. Box 360  
Jefferson City, MO 65102-0360

Re: TSI Telecommunications Network Services, Inc.

Dear Judge Roberts:

Please find enclosed for filing in the referenced matter the original and five copies of an Application for Certificate of Service Authority and for Competitive Classification.

Would you please bring this filing to the attention of the appropriate Commission personnel.

Please contact me if you have any questions regarding this filing. Thank you.

Very truly yours,

NEWMAN, COMLEY & RUTH P.C.

By:

  
Mark W. Comley  
comleym@ncrpc.com

MWC:ab

Enclosure

cc: Office of Public Counsel  
General Counsel's Office  
David J. Robinson

Schedule of Rates, Rules and Regulation  
for

**TSI TELECOMMUNICATION NETWORK SERVICES, INC. (TSI)**  
**One Tampa City Center #700**  
**Tampa, Florida 33602**

Rules and regulations applicable for furnishing to Customers of Resold Intrastate Interexchange Services by TSI Telecommunication Network Services, Inc. (TSI) between one or more points in the State of Missouri as authorized by the Public Service Commission. TSI is classified as a competitive telecommunications company in the state of Missouri. This Tariff is on file with the Public Service Commission and may be inspected during regular business hours. Copies also may be inspected during regular business hours at One Tampa City Center, Suite 700, Tampa, Florida 33602.

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Effective: November 30, 2003

ISSUED BY:

David Robinson, Manager - Regulatory Affairs  
TSI Telecommunication Network Services, Inc.  
One Tampa City Center #700  
Tampa, Florida 33602

### WAIVER OF STATUTES

TSI Telecommunication Network Services, Inc. is classified as a competitive telecommunications company in Missouri for which the following statutory and regulatory requirements are waived pursuant to Sections 392.361 and 392.420 RSMo:

#### Statutes

- 392.210.2 Establish Uniform System of Accounts for Annual reports
- 392.240(1) Setting just and reasonable rates
- 392.270 Ascertain Property values
- 392.280 Establish Depreciation accounts
- 392.290 Issuance of securities
- 392.300.2 Acquisition of stock
- 392.310 Issuance of stock and debt
- 392.320 Stock Dividend Payment
- 392.330 Issuance of securities, debts and notes
- 392.340 Reorganization(s)

#### Commission Rules

- 4 CSR 240-10.020 Depreciation fund income
- 4 CSR 240-3.545(2)(C) Posting exchange rates at central offices.
- 4 CSR 240-30.040 Uniform system of accounts
- 4 CSR 240-33.030 Inform customers of lowest price

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### TARIFF FORMAT

**Page Numbering** - Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. From time to time new pages may be added to the tariff. When a new page is added between existing pages a decimal is added to the preceding page number. For example, a new page added between Pages 3 and 4 would be numbered 3.1.

**Explanation of Symbols** - When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised page(s) through the use of the following symbols:

- (C) - To signify changed regulation.
- (D) - To signify discontinued rate or regulation.
- (I) - To signify increased rates.
- (M) - To signify material relocated from one page to another without change.
- (N) - To signify new rate, regulation, or text.
- (R) - To signify reduced rate.
- (S) - To signify reissued material.
- (T) - To signify a change in text, but no change in rate or regulation.

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**APPLICATION OF TARIFF**

This tariff contains terms and conditions applicable to reselling intrastate private line transport services by TSI Telecommunication Network Services, Inc. within the State of Missouri.

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**SECTION 1 - DEFINITION OF TERMS**

**Carrier** - Underlying carrier providing private line or dedicated transport services.

**Commission** - Missouri Public Service Commission.

**Company** - TSI TELECOMMUNICATION NETWORK SERVICES, INC. unless otherwise clearly indicated by the context.

**Customer or End User** - The person, firm, corporation, or other entity that connects two locations with dedicated transport or private line services, subject to the terms and conditions of the Company's contract.

**Dedicated** - A facility or equipment system or subsystem set aside for the sole use of a specific customer.

**DS-0** - Single circuit, private line dedicated point-to-point circuit service for speeds of 56 Kbps or 64 Kbps

**DS-1** - Also commonly referred to as T1 service, for data speeds of 1.544 Mbps with to provide full-duplex digital transmission over a private line for high-capacity back office voice, data, and network infrastructure. Contains 24 DS-0 channels.

**DS-3** - Also referred to as T45 service, for data speeds of 45 Mbps to provide, as with DS-1, full-duplex digital transmission over a private line for high-capacity back office voice, data, and network infrastructure

**OC-(X)** - Variable combination of DS-3 circuits or higher bandwidth circuits for very high-speed data transmission.

**Private Line** - Transmission of dedicated electrical or optical signals over a line to a destination.

**TSI** - Used throughout this tariff to mean TSI Telecommunication Network Services, Inc. unless clearly indicated otherwise by the text.

**Turned-Up** - Indicates a private line circuit available for use.

## SECTION 2 - RULES AND REGULATIONS

### 2.1 GENERAL

Pursuant to Section 392.200 (8) RSMo. 2000:

Private Line services will be made available to customers in a non-discriminatory manner. Rates for interexchange and local exchange dedicated access, private line, non-switched services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the services and will be made available to the Missouri Public Service Commission Staff upon request on a proprietary basis. ICB rates will not be used for switched services.

### 2.2 DESCRIPTION OF SERVICE

TSI will resell state-of-the-art private line transport to support internal or external business applications. TSI offers private line or "point-to-point" circuits in the following configurations:

DS-0 (single circuit) private line dedicated point-to-point circuit service for speeds of 56 Kbps or 64 Kbps

DS-1 (T1) services for speeds of 1.544 Mbps with to provide full-duplex digital transmission over a private line for high-capacity back office voice, data, and network infrastructure

DS-3 (T45) for speeds of 45 Mbps to provide, as with DS-1, full-duplex digital transmission over a private line for high-capacity back office voice, data, and network infrastructure

OC-(X), which variably combines DS-3 or larger bandwidth circuits for very high-speed data transport services.

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## SECTION 2 - RULES AND REGULATIONS (CONT'D)

### 2.3 APPLICATION FOR SERVICE

Customer's desiring to obtain private line services must negotiate terms and conditions with TSI.

### 2.4 TERMS AND CONDITIONS

2.4.1 Private line services and pricing is obtained on a individual case basis and is initiated upon requests from customers. Payment for services shall be governed by applicable TSI negotiated contract price in effect at the time service is provided. TSI reserves the right to make changes to our prices. Such changes shall become effective at the time the changes are made to the price by TSI. TSI manages its own billing system.

2.4.2 Pricing and service guarantees are negotiated and supplied to the customer in accordance with agreements negotiated with Carriers. In addition, Carriers must provide terms consistent with the pertinent laws and regulations, including the following:

- Tariff rates of the underlying carrier providing the circuit
- AT&T Communications Tariffs FCC No. 9 and No. 11
- AT&T Contract Tariffs No. 3 and 151
- MCI WorldCom Tariffs FCC No. 1 and No. 8
- The MCI WorldCom Special Customer Arrangement between MCI WorldCom and TSI
- Sprint Tariffs FCC No. 7 and No. 8
- Sprint Bulk Service Arrangement between Sprint and TSI
- Qwest Tariffs FCC No. 1 section 7.10 Private Line Transport Services

**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.4 TERMS AND CONDITIONS (CONT'D)**

- 2.4.3 Service is offered subject to the availability of the necessary facilities and equipment, and is subject to the provisions of this tariff.
- 2.4.4 TSI reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer or End User is using service in violation of provisions of this tariff or the law.

**2.5 LIABILITY OF THE COMPANY**

- 2.5.1 The Company does not transmit messages, but offers resold private line facilities when available, and will not be liable for errors in transmission or for failure to establish connection.
- 2.5.2 The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers and Customers as required to meet changing regulatory or statutory rules and standards.
- 2.5.3 The Company reserves the right to discontinue service, when any governmental or regulatory condition imposed upon TSI materially and negatively impacts the financial viability of the service as determined by the Company in its best business judgment.
- 2.5.4 Services provided under this tariff to Subscribers and End Users may be used for any lawful purpose for which the service is technically suited.

**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.5 LIABILITY OF THE COMPANY (CONT'D)**

- 2.5.5 TSI's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of reselling private line services, in no event shall exceed an amount equivalent to the proportionate charge to the End User for the period during which the faults in transmission occur.
- 2.5.6 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any private line service offering 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 an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.5 LIABILITY OF THE COMPANY (CONT'D)**

2.5.7 The Company shall not be liable for, and shall be fully indemnified and held harmless by Subscriber or Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right 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 out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Subscriber or Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

2.5.8 The Company shall not be liable for any defacement of or damages to the premises of a Subscriber resulting from the furnishing of service that is not the direct result of the Company's negligence.

**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.6 CLAIMS**

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney fees for:

- 2.6.1 Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer or User or their employees, agents, representatives or invitees.
- 2.6.2 Any claim, loss, damage expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer or User, including without limitation, use of the Company's services in a manner not contemplated by the agreement between the Customer and the Company; or

Any claim of any nature whatsoever brought by User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of the applicable tariff.

**2.7 PROHIBITED USES**

- 2.7.1 Customers' use of resold services obtained from Company shall be subject to any applicable restrictions imposed by the underlying Carrier.

### SECTION 3 - PRIVATE LINE SERVICE DESCRIPTION AND RATES

#### 3.1 RESOLD PRIVATE LINE SERVICES

TSI resells state-of-the-art private line transport services to support internal or external business applications. Such systems include point-to-point or multi-point service with speeds adaptable to meet customer needs. TSI resells private line or "point-to-point" circuits in the following configurations:

DS-0 (single circuit) private line dedicated point-to-point circuit service for speeds of 56 Kbps or 64 Kbps

DS-1 (T1) services for speeds of 1.544 Mbps with to provide full-duplex digital transmission over a private line for high-capacity back office voice, data, and network infrastructure

DS-3 (T45) for speeds of 45 Mbps to provide, as with DS-1, full-duplex digital transmission over a private line for high-capacity back office voice, data, and network infrastructure

OC-(X), which variably combines DS-3 or larger bandwidth circuits for very high-speed data transport services.

**SECTION 3 - PRIVATE LINE SERVICE DESCRIPTION AND RATES, CONT'D**

**3.2 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS**

Pursuant to Section 392.200 (8) RSMo. 2000:

Private Line services will be made available to customers in a non-discriminatory manner. Rates for interexchange and local exchange dedicated access, private line, non-switched services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the services and will be made available to the Missouri Public Service Commission Staff upon request on a proprietary basis. ICB rates will not be used for switched services. TSI will negotiate prices with Carriers for Private Line Services on an Individual Case Basis **(ICB)**.

Pricing and service guarantees are supplied to the customer in accordance with agreements or contracts negotiated with underlying carriers along with the pertinent regulations of the underlying carrier, including the following:

- AT&T Communications Tariffs FCC No. 9 and No. 11
- AT&T Contract Tariffs No. 3 and 151
- MCI WorldCom Tariffs FCC No. 1 and No. 8
- The MCI WorldCom Special Customer Arrangement between MCI WorldCom and TSI
- Sprint Tariffs FCC No. 7 and No. 8
- Sprint Bulk Service Arrangement between Sprint and TSI
- Qwest Tariffs FCC No. 1 section 7.10 Private Line Transport Services

Mileage and service type will also be included to determine price. A circuit price will be negotiated with our customers prior to ordering any service. An executed nondisclosure agreement (NDA) must be in place before TSI can provide circuit pricing. Billing starts on the date the circuit is in service or "turned-up."

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**SECTION 3 - PRIVATE LINE SERVICE DESCRIPTION AND RATES, CONT'D**

**3.3 PRIVATE LINE SERVICE ORDERING CHARGES**

Design Change will apply when an engineering review is required.	ICB
Private Line Service Order Modification Charge will apply on a per occurrence basis.	ICB
Service Date Change Charge will apply on a per order, per occurrence basis for each service date changed.	ICB
Design Change Charge will apply on a per order, per occurrence basis for each order requiring a Design Change.	ICB
Expedited Order Charge will apply on a per order, per occurrence basis.	ICB
Design Change will apply when an engineering review is required.	ICB
Private Line Service Order Modification Charge will apply on a per occurrence basis.	ICB
Service Date Change Charge will apply on a per order, per occurrence basis for each service date changed.	ICB

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**SECTION 3 - PRIVATE LINE SERVICE DESCRIPTION AND RATES, CONT'D**

**3.3 PRIVATE LINE SERVICES ORDERING CHARGES (CONT'D)**

Design Change Charge ICB  
will apply on a per order, per occurrence  
basis, for each order requiring a Design Change.

Expedited Order Charge ICB  
will apply on a per order, per occurrence basis.

**3.4 PRIVATE LINE SERVICES IMPLEMENTATION CHARGES**

3.4.1 Service Implementation Charges

A. Installation Charge Per Service

DS-0	ICB
DS-1	ICB
DS-3	ICB
OC-3	ICB
OC-12	ICB

B. Monthly Charge Per Service

DS-0	ICB
DS-1	ICB
DS-3	ICB
OC-3	ICB
OC-12	ICB

3.4.2 Change Charges

A. Service Date	ICB
B. Design Changes	ICB
C. Expedite Charges	ICB

3.4.3 Cancellation Charges ICB  
Per Order