Case file

PHOENIX NETWORK

January 14, 1993

FILED

JAN 19 1993

PUBLIC SERVICE COMMISSION

Mr. Charles Brent Stewart, Secretary
Public Service Commission
State of Missouri
P.O. Box 360
Jefferson City, Missouri 65102

re: Phoenix Network, Inc., d/b/a/ Office Depot Communications
Case No. TA-92-301

Dear Mr. Stewart:

Enclosed, for filing, please find an original and 4 copies of the tariff of Phoenix Network, Inc., d/b/a Office Depot Communications, for filing pursuant to the Commission's Order in this case.

If you or your staff have any questions please feel free to contact me on (415) 981-3000, extension 330.

Very truly yours,

Helen Morgan

Helen A. Morgan
Manager - Regulatory Affairs

enclosures

cc: OPC per ph. call to H. Morgan 1-19-93

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a. FILE 9300360

PHOENIX NETWORK, INC.,
d/b/a Office Depot Communications
Tariff Changes from Proposed Tariff

| PAGE | REVISION |
|---|---|
| Index | Changes sheet numbers to reflect changes in tariff |
| Section I - Original Sheets Nos. 1 &2 | Moves item B (4) from Sheet No. 1 to Sheet No. 2 |
| Section I - Original Sheet No. 3 | Changes policy on deposits (Item D) |
| Section II - Original Sheet No. 1 | Removes day after Thanksgiving from the definition of "Holidays" (Item B) |
| Section II - Original Sheet No. 2 | Changes definition of PX. Changes underlying carrier for EM. Deletes A1, S2, and SP. Adds F2, P1 and PW. Deletes DM. Moves DA and DS to Sheet 3. |
| Section II - Original Sheet No. 3 | Deletes DN. Moves DA and DS from Sheet No. 2. Changes sequence of dialing activities on travel card services. Moves Section D to Sheet No. 4. |
| Section III - Original Sheet No. 1 | Changes rates for EA, A0, RA, and EM. Deletes A1, S2, and SP. Adds F2. |
| Section III - Original Sheet No. 2 | Changes rates for PX. Adds P1 and PW. Removes discounts for PX, A0, and A1. Moves S1 discounts from Sheet 3. |
| Section III - Original Sheet No. 3 | Deletes discounts for S2 and SP. Moves S1 discount to Sheet 2. Deletes DM and DN. Changes rates for DA. Adds PD. Moves remainder of dedicated section from Sheet 4. |

# INTRASTATE TELECOMMUNICATIONS SERVICES TARIFF
for
Phoenix Network, Inc., d/b/a Office Depot Communications

This tariff contains the rules, regulations, descriptions and rates applicable to the furnishing of telecommunications services offered by Phoenix Network, Inc., d/b/a Office Depot Communications, a competitive telecommunications company as defined by Case No. TO-88-142, within the State of Missouri.

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Information concerning the operating procedures can be obtained from:

Jeffrey L. Bailey, Vice President and
Chief Financial Officer
Phoenix Network, Inc. d/b/a Office Depot Communications
One Maritime Plaza, Suite 2525
San Francisco, CA 94111
(415) 981-3000

## WAIVER OF RULES AND REGULATIONS

Pursuant to Case No. TA-92-217, the following Rules and Regulations have been waived for purposes of offering network services as set forth herein.

### Statutory Provisions

| | |
|---|---|
| Section 392.240 (1) | - Commission ratemaking |
| Section 392.270 | - Property valuation |
| Section 392.280 | - Depreciation accounts |
| Section 392.290 | - Issuance of securities |
| Section 392.310 | - Stock and debt Issuance |
| Section 392.320 | - Stock dividend payment |
| Section 392.330 | - Issuance of securities, debt and notes |
| Section 392.340 | - Reorganization(s) |

### Commission Rules

| | |
|---|---|
| 4 CSR 240 -10.020 | - Depreication fund income |
| 4 CSR 240 -30.010 (2)(c) | - Rate schedules |
| 4 CSR 240 -32.060 (5)(B) through(O) | - Records re: ratemaking |
| 4 CSR 240 -32.030 (1)(B) | - Exchange boundary map |
| 4 CSR 240 -32.030 (1)(c) | - Record keeping |
| 4 CSR 240 -32.030 (2) | - In-state record keeping |
| 4 CSR 240 -32.050 (3) | - Local office record keeping |
| 4 CSR 240 -32.050 (4) | - Telephone directories |
| 4 CSR 240 -32.050 (5) | - Call intercept |
| 4 CSR 240 -32.050 (6) | - Telephone number changes |
| 4 CSR 240 -32.070 (4) | - Public coin telephone |
| 4 CSR 240 -33.030 | - Minimum charges rules |



a.

SECTION I - GENERAL RULES AND REGULATIONS

A. Application

This tariff contains all effective rates and rules for intrastate services together with information relating to, and applicable to Phoenix Network, Inc., d/b/a Office Depot Communications. All elements of services listed in this Tariff have been considered as competitive and Phoenix Network, Inc., d/b/a Office Depot Communications has been granted competitive status as an entity by the Missouri Public Service Commission.

Phoenix Network, Inc., d/b/a Office Depot Communications provides telecommunications services between Missouri subscribers and other termination points within the United States. Note: this tariff applies only to communications between origination points in Missouri and termination points in Missouri. Contact the Carrier for information regarding rates and rules applicable to interstate services.

B. Liability of Carrier

(1) The liability of the Carrier for damages arising out of mistakes, omissions, interruptions, delays or 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 Customer, 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 or errors or defects in the transmission occur, or as otherwise determined in a court of law. For the purposes of computing such amount, a month is considered to have thirty (30) days.

(2) In no event will Carrier be responsible for consequential damages or lost profits suffered by the Customer on account of interrupted or unsatisfactory service unless Carrier is found to have been grossly negligent.

(3) The 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 shall be deemed to be agents or employees of the Carrier.

B. Liability of Carrier (continued)

(4) The Carrier is not liable for any acts or claims made by independent authorized distributors unless they are expressly approved by an officer of the Carrier in writing or contained in a document provided by the Carrier to the distributor or client.

(5) The Carrier shall be indemnified and held harmless by the customer against:

(a) Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Phoenix Network, d/b/a Office Depot Communications, facilities;

(b) Claims for patent infringement arising from combining or connecting the Carrier facilities with apparatus and systems of the customer; and

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

C - Establishment and furnishing of service

(1) Application for service

Businesses or residential households wishing to obtain service are required either to submit a written application for service on a form furnished by Carrier; or to authorize a designated representative of Carrier to submit such an application, provided that Carrier shall not process such applications until it has contacted the customer to confirm the information contained in the application. Carrier will review a customer's application for service promptly, including relevant credit information and notify the customer in writing after the review has been completed. Under normal circumstances, customers will be provided with service within 30 days after Carrier's approval of the application.

The application is a request for service and does not in itself bind the Carrier to service except under specific conditions (which must be agreed to in writing by an authorized agent of Carrier).

D. Advance Payments and deposits

Carrier reserves the right to collect deposits from its Missouri customers. Deposits will be charged in accordance with the regulations of the Missouri Public Service Commission.

E. Rendering and Payment of Bills

(1) Customer is responsible for payment of all charges for services furnished to customer, including any applicable taxes.

(2) Billing periods are monthly. However, bills will not be mailed unless there is a five dollar charge (debit or credit).

(3) Bills are due and payable upon receipt. A bill which has remained unpaid for a period of more than 30 calendar days shall be considered a delinquent bill and a late payment penalty will be applied. The penalty for commercial bills will be 2 % per month (or maximum allowed by law, whichever is lower). When a penalty is assessed due to late payment, any payment received shall first be applied to the bill for services rendered. Additional penalty charges in subsequent bills shall not be assessed to unpaid penalty charges.

(4) In the event that legal action is instituted by Carrier to recover any sums then due and Carrier prevails, Carrier shall be entitled to recover in addition to such sums then due, its costs of collection, including reasonable attorneys' fees.

(5) Bills may be paid by mail or in person at the business office of the Carrier. All bills for service are payable only in United States currency. Payment may be made by check or money order.

F - Discontinuance and Restoration of Service

Service continues to be provided until canceled by the customer, in writing, or until canceled by the Carrier as set forth below.

F - Discontinuance and Restoration of Service (continued)

(1) Cancellation by the customer

A customer may have his service canceled upon written notice provided 30 days in advance of the desired cancellation date. The Carrier will hold the customer responsible for payment of all bills for service furnished until the cancellation date specified by the customer or until 30 days after the written cancellation notice is received, whichever is later

(2) Cancellation by the Carrier

The Carrier may discontinue service or cancel an application for service without incurring any liability for any of the reasons set forth below.

For Nonpayment:

The Carrier, by written notice to the customer, may discontinue service or cancel an application for service when there is any sum owing to Carrier for service that is more than 30 days overdue. At least ten days' notice of proposed cancellation for nonpayment will be provided.

For Returned Checks:

Customers whose check is returned as uncollectible will be subject to discontinuance of service in the same manner as for non-payment of overdue charges. Customers will be subject to a charge of $15.00 for each check returned as uncollectible.

The Carrier may discontinue service or cancel an application for service if the customer violates any law, rule or regulation of any governmental authority having jurisdiction over Carrier's service.

In Compliance with Governmental Requirement:

The Carrier may immediately discontinue service or cancel an application for service pursuant to a prohibition from furnishing service issued by a court or other governmental authority of competent jurisdiction.

For Furnishing False or Misleading Information or Exceeding Credit Limit:

The Carrier may immediately discontinue service or cancel an application for service if the customer has provided false or misleading information to the Carrier or if the customer's usage exceeds its authorized credit limit.

F - Discontinuance and Restoration of Service (continued)

(3) Restoration of Service

If a customer's service has been terminated for nonpayment or as otherwise provided herein and the customer wishes it continued, service will be restored when all past due amounts are paid and customer provides adequate evidence of its ability to pay Carrier's charges in the future.

G - Minimum Service Period

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

SECTION II - DESCRIPTION OF SERVICES

A. Territory served

Equal access service is available in all areas converted to equal access in Missouri. Dedicated Services are available in all cities and counties in Missouri.

B. Definition

| | |
|---|---|
| Carrier: | Phoenix Network, Inc., d/b/a Office Depot Communications. |
| Day; Daytime: | Denotes 8:00 a.m. to 4:59 p.m. local time at the originating terminal on Monday through Friday, excluding national holidays. |
| Evenings: | Denotes 5:00 p.m. to 10:59 p.m. local time at the originating terminal on Sunday through Friday, excluding national holidays. |
| Night: | Denotes 11:00 p.m. to 7:59 a.m. local time at the originating terminal on Sunday through Friday, all day Saturday, and Sunday 8:00 a.m. to 4:59 p.m. |
| Holidays: | New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. |

C. Description of service

Carrier provides 24-hour intrastate commercial long distance telephone services as well as interstate commercial long distance service as an inter-exchange telecommunications carrier.

(1) Categories of Service

Equal Access service is a message toll interLATA telecommunications service offered to residential and business telephone customers served by exchanges converted to equal access.

C. Description of service (continued)

Dedicated Access service is an interLATA telecommunications service available to residential and business customers with substantial calling volumes. This service includes offerings for originating traffic an "800" offerings for traffic terminating at a customer's location.

a. Carrier's Equal Access services are:
RA: Subscribers to this service, which is designed for residential customers, receive a basic MTS service.

EX,PX: Subscribers to these service receive an 800-type service and are billed for terminating minutes of use, but are not required to obtain a dedicated access facility. EX customers select Sprint as their underlying facility-based carrier. PX customers authorize Phoenix to select the long distance carrier offering the greatest customer savings.

EA, A0: Subscribers to these services select AT&T as the underlying facilities based carrier.

S1, EM: Subscribers to these services utilize the Sprint system for service.

F1, F2: Subscribers to these services utilize Sprint facilities for service. They are charged a flat per minute rate. F1 subscribers are billed in one minute increments. F2 subscribers are billed in six second increments.

P1: Subscribers to this service authorizes Phoenix to select the long distance carrier offering the greatest customer savings.

PW: Subscribers to this service subscribe to a Phoenix international product and are also offered reduced intrastate rates. Willtel is the underlying carrier for this service.

b. Carrier's Dedicated Access services are designated by the letter "D" in the name of the service. Carrier Dedicated Access services are:

C. Description of service (continued)

DA, DS: Subscribers to these services select the underlying long distance carrier to carry their traffic and are required to obtain a T-1 circuit or other dedicated access line ("DAL") from the local operating company. The letters after the "D" in the name of the service designate the particular long distance carrier.

DX: Subscribers to this 800-type service have their traffic carried by a particular long distance company and must obtain a T-1 circuit or DAL.

c. Travel Card Service: Subscribers to this service initiate a call by dialing an authorized "800" number, dialing the called location, and then furnishing the subscriber's authorization code.

d. Directory Assistance: This service is furnished by the facilities-based carrier and the charges are passed through by the Carrier to the subscriber.

D. Measurement of Distance

The mileage between rate centers is calculated based on V and H coordinates as obtained by references to AT&T Tariff FCC No. 10.

Method of Calculation

The airline mileages between two rate centers is calculated as follows:

$$\text{Mileage} = \sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

where $V_1$ and $H_1$ are the V and H coordinates of point 1 and $V_2$ $H_2$ are the coordinates of point 2.

The mileage is rounded up to an integer value to determine the airline mileage.

Section III - SERVICES OFFERED

A. Equal Access Services Intrastate Rates - Per Minute of Use

RA

| Mileage | Day | Evening | N/WE |
|---|---|---|---|
| 0-END | .2305 | .2305 | .2305 |

EA, AO

| | | | |
|---|---|---|---|
| 0-END | .2450 | .2200 | .2200 |

EA and AO customers are also billed a $5 Network Access fee monthly.

S1

| Mileage | Day | Evening | N/WE |
|---|---|---|---|
| 0-END | .2499 | .2499 | .2499 |

EM

| | | | |
|---|---|---|---|
| 0-END | .2305 | .2305 | .2305 |

F1

| | | | |
|---|---|---|---|
| 0-END | .2000 | .2000 | .2000 |

F2

| | | | |
|---|---|---|---|
| 0-END | .2305 | .2305 | .2305 |

F2 customers are charged a $15 monthly fee.

EX

| | | | |
|---|---|---|---|
| 0-292 | .2313 | .1907 | .1535 |
| 293-430 | .2393 | .1972 | .1588 |
| 431-925 | .2433 | .2003 | .1613 |
| 926-1910 | .2510 | .2067 | .1665 |
| 1911-3000 | .2550 | .2100 | .1690 |
| 3001-END | .2787 | .2293 | .1845 |

A. Equal Access Services Intrastate Rates - Per Minute of Use (Cont.)

PX

| MILEAGE | DAY | EVENING | N/WE |
|---|---|---|---|
| 0–292 | .2225 | .2225 | .2225 |

EX customers with monthly bills under $500 are charged a $15 monthly service charge - waived the first two months. Accounts billing over $500 per month incur no service charge. PX customers are charged a $5 monthly service charge and are required to bill $25 minimum usage per month.

P1

| MILEAGE | DAY | EVENGIN | N/WE |
|---|---|---|---|
| 0-END | .1495 | .1495 | .1495 |

PW:

| | | | |
|---|---|---|---|
| 0-END | .2225 | .2225 | .2225 |

P1 and PW subscribers are charged a $15 monthly charge.

Discounts

EM

| | |
|---|---|
| First $200/Mo. | 0% |
| $200 to $2,000/Mo. | 8% |
| Over $2,000/Mo. | 18% |

EX

| | |
|---|---|
| First $50/Mo. | 15% |
| $50 - $350/Mo. | 20% |
| $350 - $1350/Mo. | 25% |
| Over $1350/Mo. | 30% |

S1

| | |
|---|---|
| First $200/month | 0% |
| $200 to $2,000 | 10% |
| over $2,000/month | 20% |

Subscribers to this service who pay their monthly charges on a timely basis for eleven consecutive months receive in their bill on the succeeding month a credit equal to the lesser of: the domestic usage billed, or the average domestic usage billed over the tenth, eleventh, and twelth months, not to exceed $2,000.

B. Dedicated Access Services Intrastate Rates - Per Minute of Use

| | MILEAGE | DAY | EVENING | N/WE |
|---|---|---|---|---|
| DA: | 0-55 | 0.1220 | 0.0860 | 0.0780 |
| | 56-292 | 0.1440 | 0.1000 | 0.0900 |
| | 293-430 | 0.1560 | 0.1100 | 0.0970 |
| | 431-925 | 0.1710 | 0.1190 | 0.1070 |
| | 926-1910 | 0.1840 | 0.1280 | 0.1140 |
| DS: | 0-55 | 0.0990 | 0.0735 | 0.0655 |
| | 56-292 | 0.1090 | 0.0890 | 0.0755 |
| | 293-430 | 0.1290 | 0.0935 | 0.0790 |
| | 431-925 | 0.1390 | 0.1035 | 0.0855 |
| | 926-1910 | 0.1490 | 0.1090 | 0.0955 |
| DX: | 0-292 | 0.1532 | 0.1252 | 0.1043 |
| | 293-430 | 0.1615 | 0.1318 | 0.1100 |
| | 431-925 | 0.1658 | 0.1355 | 0.1128 |
| | 926-1910 | 0.1743 | 0.1427 | 0.1188 |

Volume Discounts

| | | |
|---|---|---|
| DA | First $7,500/Mo | 5% |
| | $7,500 to $30,000 | 10% |
| | over $30,000 | 10% |
| DX | $0 to $10,000/Mo. | 15% |
| | $10,000 to $30,000 | 25% |
| | over $30,000 | 30% |

C. Travel Card Service

Flat rate of $0.22 per minute

1. $0.55 surcharge per call
2. One minute billing increments

D. Directory Assistance

1. $0.65 per call