

PHOENIX NETWORK

August 25, 1992

TA-92-301

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

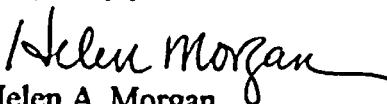
re: Phoenix Network, Inc., d/b/a/ Office Depot Communications

Dear Mr. Stewart:

Enclosed, for filing, please find an original and 14 copies of the proposed tariff for Phoenix network, Inc., d/b/a Office Depot Communications. This proposed tariff needs to be appended to Phoenix's application for a Certificate of Service to provide intrastate Telecommunications Service which was filed on June 8, 1992.

Thank you.

Very truly yours,


Helen A. Morgan
Regulatory Manager

enclosure

cc: Mr. Donald C. Otto

FILED
AUG 26 1992
PUBLIC SERVICE COMMISSION

le.

Phoenix Network, Inc.,
d/b/a Office Depot Communications

P.S.C. Mo. No 1
Original Title Page

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.

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

Issued:
Issued by:

Effective:
Jeffrey L. Bailey, Vice President and
Chief Financial Officer
One Maritime Plaza, ste 2525
San Francisco, CA 94111

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 - Depreciation 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

Issued:

Effective:

Issued by:

Jeffrey L. Bailey, Vice President and
Chief Financial Officer
One Maritime Plaza, ste 2525
San Francisco, CA 94111

Title of document Sheet No.

Index 1

Section I - General Rules and Regulations:

A.	Application	1
B.	Liability of the Company	1
C.	Establishment and furnishing of Service	2
D.	Advance Payments and deposits	3
E.	Rendering and Payment of Bills	3
F.	Discontinuance and Restoration of Service	3,4
G.	Minimum Service Period	5

Section II - Description of Service:

A.	Territory Served	1
B.	Definition	1
C.	Description of Service	1 - 3
D.	Measurement of Distance	3

Section III - Services Offered

A.	Rate Table - Equal Access	1 - 3
B.	Rate Table - Dedicated Access	3
C.	Travel Card Service	4
D.	Directory Assistance	4

Issued:

Issued by:

Effective:

Jeffrey L. Bailey, Chief Financial Officer
One Maritime Plaza, ste 2525
San Francisco, CA 94111

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.

(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

Issued:

Issued By:

Effective:

Jeffrey L. Bailey, Vice President
and Chief Financial Officer
One Maritime Plaza, ste 2525
San Francisco, CA 94111

B. Liability of Carrier (continued)

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).

Issued:
Issued By:

Effective:
Jeffrey L. Bailey, Vice President
and Chief Financial Officer
One Maritime Plaza, ste 2525
San Francisco, CA 94111

D. Advance Payments and deposits

Carrier does not intend to collect or hold security deposits or advance payments from its Missouri customers.

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.

Issued:

Issued By:

Effective:

Jeffrey L. Bailey, Vice President
and Chief Financial Officer
One Maritime Plaza, ste 2525
San Francisco, CA 94111

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.

Issued:

Issued By:

Effective:

Jeffrey L. Bailey, Vice President
and Chief Financial Officer
One Maritime Plaza, ste 2525
San Francisco, CA 94111

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).

Issued:

Issued By:

Effective:

Jeffrey L. Bailey, Vice President
and Chief Financial Officer
One Maritime Plaza, ste 2525
San Francisco, CA 94111

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 Holiday (2 days), 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.

Issued:	Effective:
Issued by:	Jeffrey L. Bailey, Vice President and Chief Financial Office. One Maritime Plaza, ste 2525 San Francisco, CA 94111

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.

EM: Subscribers to this service select MCI as the underlying facilities-based long distance carrier to carry their traffic.

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. PX subscribers are assigned a dedicated account representative who delivers consulting and analyses to the customer on an ongoing basis. EX and PX subscribers are placed on the Sprint facility system.

EA, A0, A1: Subscribers to these services select AT&T as the underlying facilities based carrier.

S1, S2, SP: Subscribers to these services utilize the Sprint system for service.

F1: Subscribers to this service utilize Sprint facilities for service. They are charged a flat per minute rate.

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

DA, DM, 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.

Issued:

Issued by:

Effective:

Jeffrey L. Bailey, Vice President and
Chief Financial Office.
One Maritime Plaza, ste 2525
San Francisco, CA 94111

C. Description of service (continued)

DN: Subscribers to this service who have their traffic carried by a particular long distance carrier must obtain a T-1 circuit or DAL, and must terminate the traffic via a T-1 circuit or DAL, to a customer that subscribes to the same service.

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, furnishing the subscriber's authorization code and then dialing the called location.

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.

Issued:
Issued by:

Jeffrey L. Bailey, Vice President and
Chief Financial Office.
One Maritime Plaza, ste 2525
San Francisco, CA 94111

Effective:

Section III - SERVICES OFFERED

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

RA, EA,
A0, A1, S2

	Day	Day	Evening	Evening	Night	Night
Mileage	Init'l	Add'l	Init'l	Add'l	Init'l	Add'l
0-10	.1100	.0900	.0880	.0729	.0715	.0585
11-14	.1500	.1300	.1200	.1040	.0975	.0845
15-18	.1800	.1600	.1440	.1280	.1170	.1040
19-23	.2150	.1700	.1760	.1360	.1430	.1105
24-28	.2550	.1760	.2185	.1600	.1820	.1300
29-33	.2750	.1950	.2345	.1760	.1950	.1430
34-50	.3050	.2350	.2425	.1865	.2015	.1560
51-60	.3150	.2550	.2505	.2025	.2080	.1690
61-80	.3250	.2650	.2585	.2105	.2145	.1755
81-100	.3450	.2750	.2745	.2185	.2275	.1820
101-125	.3450	.3050	.2745	.2425	.2275	.2015
126-150	.3550	.3250	.2825	.2585	.2340	.2145
151-190	.3650	.3350	.2905	.2665	.2405	.2210
191-END	.3750	.3450	.2985	.2745	.2470	.2275

EA, AO, A1, and S2 customers are also billed a \$5 Network Access fee monthly.

EM, S1

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

SP

0-END	.2777	.2777	.2777
-------	-------	-------	-------

F1

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

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

Issued:

Issued by:

Effective:

Jeffrey L. Bailey, Vice President and
Chief Financial Officer
One Maritime Plaza, ste 2525
San Francisco, CA 94111

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

PX

0-292	.2435	.2006	.1616
293-430	.2519	.2075	.1672
431-925	.2561	.2108	.1698
926-1910	.2642	.2175	.1753
1911-3000	.2684	.2211	.1779
3001-END	.2933	.2414	.1942

EX and PX 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.

Discounts

EM

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

EX, PX

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

A0

15% on all minutes

A1

Subscribers to this service who pay their monthly charges on a timely basis for eight consecutive months receive in their bill on the succeeding month a credit equal to the lesser of: the total interstate and intrastate usage charges incurred during the ninth month, or the average monthly total interstate and intrastate charges incurred during the seventh, eighth and ninth months, provided that the credit may not exceed a maximum of \$2,000.

Issued:

Issued by:

Effective:

Jeffrey L. Bailey, Vice President and
Chief Financial Officer
One Maritime Plaza, ste 2525
San Francisco, CA 94111

S2

Subscribers to this service who pay their monthly charges on a timely basis for five consecutive months receive in their bill on the succeeding month a credit equal to the lesser of: the total interstate and intrastate usage charges incurred during the sixth month, or the average monthly total interstate and intrastate charges incurred during the fourth, fifth, and sixth months, provided that the credit may not exceed a maximum of \$2,000.

S1,SP

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 twelfth months, provided that the credit may not exceed a maximum of \$2,000.

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

	MILEAGE	DAY	EVENING	N/WE
<u>DA</u>	0-55	0.1130	0.0790	0.0720
	56-292	0.1320	0.0930	0.0840
	293-430	0.1440	0.1010	0.0910
	431-925	0.1580	0.1100	0.1000
	926-1910	0.1700	0.1190	0.1080
<u>DN</u>	0-55	0.0610	0.0430	0.0370
	56-292	0.0800	0.0560	0.0480
	293-430	0.0920	0.0650	0.0550
	431-925	0.1060	0.0740	0.0640
	926-1910	0.1180	0.0830	0.0710
<u>DM</u>	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

Issued:

Effective:

Issued by:

Jeffrey L. Bailey, Vice President and
Chief Financial Officer
One Maritime Plaza, ste 2525
San Francisco, CA 94111

B. Dedicated Access Service Intrastate Rates - Per Minute of Use (Cont.)

<u>DS</u>	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
<u>DX</u>	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%

DM

First \$5,000/Mo	0%
\$5,000 to \$25,000/Mo.	5%
over \$25,000/Mo.	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

Issued:
Issued by:

Effective:
Jeffrey L. Bailey, Vice President and
Chief Financial Officer
One Maritime Plaza, ste 2525
San Francisco, CA 94111