

## REGNUM GROUP, INC.

Regulatory & Communications Consultants 7999 NW 53 Street, Miami, Florida 33166 Tel: (305) 468-1645 Fax: (305) 468-8509

reg@regnumgroup.com

June 27, 2005

050457-TX

Florida Public Service Commission Division of Telecommunications 2540 Shumard Oak Blvd. Tallahassee, FL 32399-0850

Re: D-Tel, Inc. d/b/a Amigos Telefonica filing for Transfer of Existing CLEC Certificate.

To Whom It May Concern:

Enclosed please find an original and six (6) copies of D-Tel, Inc. d/b/a Amigos Telefonica filing for a Transfer of Existing Competitive Local Exchange Service (CLEC) Certificate as well as their Florida Telecommunications Price List.

Also enclosed is the appropriate filing fee in the amount of \$250.00. 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.

Questions regarding this filing may be directed to Matthew Schulman or Don Johnston at 305-468-1645 or emailed to reg@regnumgroup.com.

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Sincerely,

Matthew Schulman Regulatory Consultant

dj/ms Enclosure

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### ENCLOSURES

ATTACHMENT A	Copy of Florida Articles of Incorporation
ATTACHMENT B	Managerial Resumes
ATTACHMENT C	Technical Resumes
ATTACHMENT D	Financial Statements
ATTACHMENT E	Florida Telecommunications Price List

#### \*\* FLORIDA PUBLIC SERVICE COMMISSION \*\*

### DIVISION OF COMPETITIVE MARKETS AND ENFORCEMENT CERTIFICATION

### APPLICATION FORM for <u>AUTHORITY TO PROVIDE</u> <u>ALTERNATIVE LOCAL EXCHANGE SERVICE</u> <u>WITHIN THE STATE OF FLORIDA</u>

#### Instructions

- This form is used as an application for an original certificate and for approval of the assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Page 12).
- Print or type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- Use a separate sheet for each answer which will not fit the allotted space.
- Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of <u>\$250.00</u> to:

Florida Public Service Commission Division of the Commission Clerk and Administrative Services 2540 Shumard Oak Blvd. Tallahassee, Florida 32399-0850 (850) 413-6770

If you have questions about completing the form, contact:

Florida Public Service Commission Division of Competitive Markets and Enforcement Certification 2540 Shumard Oak Blvd. Tallahassee, Florida 32399-0850 (850) 413-6600

FORM PSC/CMU 8 (11/95) Required by Commission Rule Nos. 25-24.805, 25-24.810, and 25-24.815

### APPLICATION

### **1.** This is an application for $\sqrt{}$ (check one):

- ( ) Original certificate (new company).
- ( ✓ ) Approval of transfer of existing certificate: <u>Example</u>, a non-certificated company purchases an existing company and desires to retain the original certificate of authority.
- ( ) Approval of assignment of existing certificate: <u>Example</u>, a certificated company purchases an existing company and desires to retain the certificate of authority of that company.
- ( ) Approval of transfer of control: <u>Example</u>, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.
- 2. Name of company:

D-Tel, Inc., d/b/a Amigos Telefonica

3. Name under which the applicant will do business (fictitious name, etc.):

D-Tel, Inc. d/b/a Amigos Telefonica

4. Official mailing address (including street name & number, post office box, city, state, zip code):

Amigos Telefonica	
803 South Federal Highway	
Dania, FL 33004	

5. Florida address (including street name & number, post office box, city, state, zip code):

803 South Federal Highway	×
6. Structure of organization:	
<ul> <li>( ) Individual</li> <li>( ) Foreign Corporation</li> <li>( ) General Partnership</li> <li>( ) Other</li> </ul>	<ul> <li>(✓) Corporation</li> <li>() Foreign Partnership</li> <li>() Limited Partnership</li> </ul>
<u>If individual,</u> provide:	
Name:	
Title:	
Address:	
City/State/Zip:	
Telephone No.:	Fax No.:
Internet E-Mail Address:	
Internet Website Address:	

8. If incorporated in Florida, provide proof of authority to operate in Florida:

(a) The Florida Secretary of State corporate registration number:

Please refer to Exhibit A

7.

### 9. If foreign corporation, provide proof of authority to operate in Florida:

(a) The Florida Secretary of State corporate registration number:

not applicable for this applicant

# 10. <u>If using fictitious name-d/b/a</u>, provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida:

(a) The Florida Secretary of State fictitious name registration number: G05175900172

# 11. <u>If a limited liability partnership</u>, provide proof of registration to operate in Florida:

(a) The Florida Secretary of State registration number:

not applicable for this applicant

# 12. <u>If a partnership</u>, provide name, title and address of all partners and a copy of the partnership agreement.

Name: not applicable for this applicant

Title:\_\_\_\_\_\_Address:\_\_\_\_\_\_ City/State/Zip:\_\_\_\_\_\_

Telephone No.:\_\_\_\_\_ Fax No.:\_\_\_\_\_

Internet E-Mail Address:

Internet Website Address:\_\_\_\_\_

# 13. <u>If a foreign limited partnership</u>, provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable.

(a) The Florida registration number: \_\_\_\_\_\_not applicable for this applicant

### 14. Provide F.E.I. Number(if applicable): 20-3049097

# 15. Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

(a) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. <u>Provide</u> explanation.

not applicable for this applicant

(b) an officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

not applicable for this applicant

#### 16. Who will serve as liaison to the Commission with regard to the following?

(a) The application:

Name: Don Johnston - Regnum	Group
Title: Regulatory Consultant	
Address: 7999 NW 53rd S	treet
City/State/Zip:Miami, FL 33166	j
Telephone No.: 305-468-1645	Fax No.: 305-468-8509
Internet E-Mail Address:	reg@regnumgroup.com
Internet Website Address:	www.regnumgroup.com.

(b) Official point of contact for the ongoing operations of the company:

Name: Kevin Peter McGoey Title: President Address: 540 SE 6 Street		
City/State/Zip:Fort Lauderdale, Fl	_ 33301	
Telephone No.: 954-924-0082		
Internet E-Mail Address:	info@amigostelefonica.com	
Internet Website Address:	under construction	
(c) <u>Complaints/Inquiries from customers:</u> Name:		
Address: 803 South Federal Highway		
City/State/Zip: Dania, FL 33004		
Telephone No.:Fax No.:Fax No.:		
Internet E-Mail Address: ppr@amigostelefonica.com		
Internet Website Address: under construction		

### 17. List the states in which the applicant:

(a) has operated as an alternative local exchange company.

not applicable at the time of this filing

(b) has applications pending to be certificated as an alternative local exchange company.

Florida

(c) is certificated to operate as an alternative local exchange company.

not applicable at the time of this filing - no states except Florida

(d) has been denied authority to operate as an alternative local exchange

company and the circumstances involved.

not applicable for this applicant

(e) has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.

not applicable for this applicant

(f) has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.

not applicable for this applicant

18. Submit the following:

A. Managerial capability: give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.

see Exhibit B

B. Technical capability: give resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance.

see Exhibit C

FORM PSC/CMU 8 (11/95) Required by Commission Rule Nos. 25-24.805, 25-24.810, and 25-24.815

### C. Financial capability.

The application <u>should contain</u> the applicant's audited financial statements for the most recent 3 years. If the applicant does not have audited financial statements, it shall so be stated.

The unaudited financial statements should be signed by the applicant's chief executive officer and chief financial officer <u>affirming that the financial statements are true and correct</u> and should include:

- 1. the balance sheet: see Exhibit D
- 2. income statement: and
- 3. statement of retained earnings.

**NOTE**: This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions.

Further, the following (which includes supporting documentation) should be provided:

- 1. <u>written explanation</u> that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
- 2. <u>written explanation</u> that the applicant has sufficient financial capability to maintain the requested service.
- 3. <u>written explanation</u> that the applicant has sufficient financial capability to meet its lease or ownership obligations.

### THIS PAGE <u>MUST BE</u> COMPLETED AND SIGNED

### APPLICANT ACKNOWLEDGMENT STATEMENT

- 1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of <u>.15 of one percent</u> of gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
- 2. APPLICATION FEE: I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

### **UTILITY OFFICIAL:**

<u>Kevin Peter McGoey</u> Print Name

<u>President</u> Title

Date

<u>954-924-0082</u> Telephone No. <u>954-924-0108</u> Fax No.

Address:

FORM PSC/CMU 8 (11/95) Required by Commission Rule Nos. 25-24.805, 25-24.810, and 25-24.815

### THIS PAGE MUST BE COMPLETED AND SIGNED

### AFFIDAVIT

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide alternative local exchange company service in the State of Florida. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

Further, I am aware that, pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083."

UTILITY OF	FICIAL:	AI
<u>Kevin Peter</u> Print Name	McGoey	Signature
President Title		Date
<u>954-924-00</u> Telephone No		<u>954-924-0108</u> Fax No.
Address:	<u>803 South Federal Highway</u>	
	Dania, FL 33004	

### INTRASTATE NETWORK (if available)

Chapter 25-24.825 (5), Florida Administrative Code, requires the company to make available to staff the alternative local exchange service areas only upon request.

1. POP: Addresses where located, and indicate if owned or leased.

	1)5000 SW 75 Ave	2)
	Miami, FL - Lease / Resale U	NE
	3)	4)
2.	SWITCHES: Address when or leased.	re located, by type of switch, and indicate if owned
	1)Reseller of DSLi UNE	2)
	applicant has no switching (	at the present)
	3)	4)
3.	TRANSMISSION FACILIT (microwave, fiber, copper,	IES: POP-to-POP facilities by type of facilities satellite, etc.) and indicate if owned or leased.
	POP-to-POP	OWNERSHIP
	1) see question 2 above	DSLi
	2)	
	3)	
	4)	

FORM PSC/CMU 8 (11/95) Required by Commission Rule Nos. 25-24.805, 25-24.810, and 25-24.815

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### **CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT**

I, (Name) Joseph Magliulo

(Title) President

\_\_\_\_ of (Name of Company)

and current holder of Florida Public Service Commission Certificate Number # TX-623 \_\_\_\_\_\_, have reviewed this application and join in the petitioner's request for a:

D-Tel, Inc.

( ) transfer

assignment

of the above-mentioned certificate.

#### UTILITY OFFICIAL:

Joseph Magliulo

Print Name

President

Title

631-234-6123

**Telephone No.** 

Fax No.

Date

631-234-5743

Address:

72 Bridge Road

D-Tel, Inc.

Islandia, NY 11749

### Exhibit A

Florida Articles of Incorporation

ISSUED: June 23, 2005

Issued By:

EFFECTIVE:

Mr. Kevin Peter McGoey, President D-Tel, Inc. d/b/a Amigos Telefonica 803 South Federal Highway Dania, FL 33004 Telephone: 954-924-0082 Facsimile: 954-924-0108

### Florida Department of State. Division of Corporations Comparent of State. Division of Corporations Comparent of Comparent of Comparent of Corporations Public Inquiry

### Florida Profit

### **D-TEL, INC.**

### PRINCIPAL ADDRESS 540 SE 6 STREET FORT LAUDERDALE FL 33301 Changed 12/09/2004

### MAILING ADDRESS 540 SE 6 STREET FORT LAUDERDALE FL 33301 Changed 12/09/2004

Document Number P01000102158 FEI Number APPLIED Date Filed 10/22/2001

State FL

Last Event CANCEL ADM DISS/REV Event Date Filed 08/24/2004

Status

ACTIVE

Effective Date NONE

Event Effective Date NONE

1

### **Registered Agent**

Name & Address	
REGNUM GROUP, INC. 7999 NW 53 STREET MIAMI FL 33166	
Name Changed: 12/09/2004	
Address Changed: 12/09/2004	

### Officer/Director Detail

Name & Address	Title
MCGOEY, KEVIN P 540 SE 6 STREET	P
FORT LAUDERDALE FL 33301	



http://www.sunbiz.org/scripts/cordet.exe?a1=DETFIL&n1=P01000102158&n2=NAMFWD&n3=... 6/23/2005



AMIGOS TELEFONICA 803 SOUTH FEDERAL HIGHWAY DANIA, FL 33004

Document Number G05175900172

Status ACTIVE Date Filed 06/24/2005

Expiration Date 12/31/2010

Current Owners 000000001 County BROWARD

**Total Pages** 000000001

Events Filed 000000000 FEI Number

20-3049097

No Filing History

Previous on List

Return to Name List

Next on List

### **Owner Information**

Name & Address	FEI Number	Charter Number
D-TEL, INC. 803 SOUTH FEDERAL HIGHWAY DANIA, FL 33004	20-3049097	P01000102158

Document Images

Listed below are the images available for this filing.

G05175900172 -- 06/24/2005 -- Fictitious Name Filing

### THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT

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Dictitions Name Help



#### FLORIDA DEPARTMENT OF STATE Glenda E. Hood Secretary of State

September 9, 2004

D-TEL, INC. 16 SYLVESTER ROAD WADING RIVER, NY 11762

Re: Document Number P01000102158

This will acknowledge the reinstatement for D-TEL, INC., a Florida corporation, which was filed on .

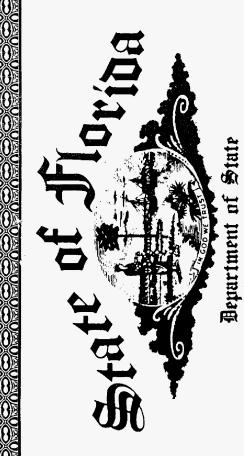
Enclosed please find the certification requested.

Should you have any questions regarding this matter, please telephone (850) 245-6059, the Reinstatement Section.

Gary Blankenbaker Document Specialist Division of Corporations

Letter Number: 504A00053991

Division of Corporations - P.O. BOX 6327 - Tallahassee, Florida 32314



**OperO** 

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corporation organized under the laws of the State of Florida, filed on October 22, 2001. ສ <u>.</u>0 INC. office that D-TEL, of this I certify from the records

CD

The document number of this corporation is P01000102158.

I further certify that said corporation has paid all fees due this office through December 31, 2004, that its most recent annual report/uniform business report was filed on August 24, 2004, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.



Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Ninth day of September, 2004

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E. Neco leado

Glenda A. Mund Secretary of State

### **Exhibit B** Managerial Resume

ISSUED: June 23, 2005

Issued By:

EFFECTIVE:

Mr. Kevin Peter McGoey, President D-Tel, Inc. d/b/a Amigos Telefonica 803 South Federal Highway Dania, FL 33004 Telephone: 954-924-0082 Facsimile: 954-924-0108



### **Resume**

RALPH I. ABRAVAYA 1320 Ocean Drive. (305

(305) 531-3555 (work) (321) 863-8170 (Cell)

### **CURRENT POSITIONS**

Miami Beach. Fl. 33139

CEO - D-Tel Inc.

Owner Cavalier Hotel 1320 Ocean Dr. Miami Beach Fl. 33139

### FORMAL EDUCATION

Master of Arts - Management, Oklahoma University, Norman, Ok. 1983 Bachelor of Science-Aerospace Management, Embry Riddle Aeronautical University, Daytona, Fl. 1971 Pilot Ratings: Private; Commercial; Instrument; Multi-Engine; Ground Instructor; Flight Instructor.

### MILITARY EDUCATION

NASA Operations and Familiarization Training Course Kennedy Space Center, Florida, 1989
USAF Senior Officer Training Course Ramstein AB, Germany, 1988
NATO Senior Officer Training Course, Oberamergau, Germany, 1987
Air War College, Maxwell AFB, Alabama, 1986
Air Command and Staff College Maxwell AFB, Alabama, 1981
International Civil Aviation Organization (ICAO) Flight Operations Course, Montreal, Canada, 1978
Search and Rescue School, U.S. Coast Guard, Governors Island, New York 1977 (Distinguished Graduate)
Squadron Officer School, Maxwell AFB, Alabama, 1975
C-141 Airdrop Flight Training School Altus AFB, Oklahoma, 1972
Flight School Mather AFB, California, 1972 (Distinguished Graduate)
Officer Training School Lackland AFB, Texas, 1971 (Distinguished Graduate)

<u>Summary</u>

One and a half years experience as a hotel manager. Eleven years as President of International InterConnect, Inc. a Communications Company providing National and International Long Distance, Network and Internet Services. Several years experience as an investor in Real Estate. Seven years experience building and renovating homes in Central Florida.

Twenty two years of USAF experience in aviation management positions of ever-increasing scope and responsibility in diversified operations, logistics, Administration, Supervisory and Command positions.

### PROFESSIONAL EXPERIENCE

CEO D-TEL INC. Dania Florida (08/04 to present) Duties include implementation of direct dial tone for Local Loop, L.D, complex business services and nationwide switched network, OSS installation, configuration, installation and engineering for colocation in Central Offices as well as maintenance of network. Also instituting financial controls for LEC billing and CABS accounts. Duties include business plan development and procurement.

OWNER CAVALIER HOTEL. Miami Beach Florida (01/04 to present) Duties include Marketing and Sales, as well as General Management and Administration of the hotel. Supervised construction of a kitchen, Restaurant, Laundry room, ADA compliant Restrooms, and a Bar, at the hotel. Coordinate all aspects of contracts and Sales agreements. Manage all daily activities for hotel and Restaurant. Increased revenue in 2004 almost \$40,000 more than 2003 totals, despite 2 mandatory hurricane evacuations, and the loss of tourists for 2 months in Miami Beach due to four hurricane scares. Revenue for January through May 2005 is \$137,000 more than in January through May 2004. Implemented free hot breakfast and free happy hour drinks, for all hotel customers, after the Restaurant and Bar opened in November 2004. Results are increased customers, and added one star to the hotel rating. It is now a three star hotel.

OWNER MANAGER REAL ESTATE PROPERTIES. (1994-to Present) Own and manage 18 homes, 52 apartments, One Commercial Office Building, and 32 empty lots of varying sizes, all in diverse stages of home construction or development.

INTERNATIONAL INTERCONNECT, INC. Rockledge, Fl. (01/94-to 2004). President, CEO. Provided initial system engineering and installation of all back office switching equipment and computer telephony systems. Developed marketing strategies, and provided the day to day management supervision of Services to include: Callback Service, 800 Service, International and National Debit Cards, One Plus service, transition to VOIP, and to International Private Lines, and installation of Virtual Private Networks, (VPN's). Developed and designed systems programming for information migrations and new system installations. Devised and implemented a legacy information retrieval system between multiple platforms (i.e. Mainframe, UNIX, and Desktop.

Supervised activities and efforts of 19 employees in Florida, and over 300 agents worldwide. By 1997 built the company to yearly revenues of 24 million dollars per year. Built Satellite based Telephone Routes linking six different Latin American Countries, to carry wholesale and retail traffic for major US Carriers, and over 29,000 retail IIC customers. Coordinated and negotiated the construction of the first ever Trans South America Fiber Optic Network Backbone, of over 3,000 KM. over land. This fiber route linked the cities of La Plata, Buenos Aires, Rosario, Cordoba and Mendoza located in Argentina. Developed the infrastructure and obtained Licenses to operate a Telephone Company in Argentina, Brazil, Paraguay, Uruguay, St Kitts, Trinidad, Peru Saudi Arabia, and Venezuela. Coordinated the installation and operation of nine different Earth Stations located throughout Latin America.

DOD MANNED SPACE FLIGHT SUPPORT OFFICE, Patrick Air Force Base, Florida (08/89 - 10/93) Director: Responsible for providing, coordinating and supervising all Department of Defense (DOD) support to NASA, for Space Shuttle operations. Negotiated government and technical support agreements with NASA senior management, Contractors, DOD agencies, and Foreign Governments. Formulated and coordinated policy pertaining to all the DOD support provided to NASA. Managed International Rescue, and Recovery program for NASA's Space Shuttle, at eight worldwide emergency landing sites, including negotiating contractor support from the DOD and foreign governments. Supervised 840 personnel. Prepared and managed a \$32 million annual budget; authorized disbursements, and contracted all equipment purchases, and construction projects for overseas Shuttle Abort Landing sites. Planned, Coordinated, and Negotiated the buildup of a \$24 million Trans-Oceanic Abort Landing site for Space Shuttle in Zaragoza, Spain, includes acquisition of all vehicles, equipment, maintenance contracts, Logistics, and facilities. Negotiated and obtained Spanish government agreement to support this emergency landing site in Zaragoza, Spain at 90% below requested amount by the Spanish Government, and approved by the State Department and NASA. Negotiated and wrote all vehicle, facilities and equipment maintenance contracts. Directed all DOD contingency support planning efforts for Space Station Freedom's, Assured Crew Return Vehicle

Resume Ralph Abravaya (cont.)

(ACRV). Planned and Coordinated International Search and Rescue posture at 8 countries in support of ACRV. Ensured that ACRV design was compatible with DOD equipment, and reduced redundancy of equipment required. Saved NASA over 10 million in annual contract costs by negotiating new contracts for the Trans Oceanic Abort Landing Sites. Credited by Kennedy Space Center Space Shuttle Director, Robert Crippen, as the force that got things done for NASA. Quote "<u>His exceptional efforts and accomplishments</u>, resulted in minimizing any risk to future shuttle operations, and achieving substantial cost savings to NASA and the U.S. Government."

### HEADQUARTERS, 16TH AIR FORCE, Torrejon Air Base, Spain (04/87 - 07/89)

Chief of Plans for the Southern Region: Developed Air War plans and Logistical support plans for 12 different Air Bases in the Southern Region of Europe (Portugal, Spain, Italy, Greece, and Turkey) to support wartime deployment of 320 Fighter Aircraft, 72 Air Refueling Tankers, 48 bombers, and over 2,000 transport sorties, and 25,000 deployed personnel. Developed, directed, and coordinated USAF positions during International negotiations for the bed down and support of all USAF fighters and their support requirements. Represented the USAF, as a delegate to negotiate together with the US State Department, the 1988 Defense Cooperation Agreement, between Spain, and US DOD. Developed USAF position, and negotiated the future of USAF Base Force Structure in Spain. Planned the relocation of all aircraft, assets and organizations from bases to-be-closed in the Southern Region of Europe, to other bases worldwide.

### HEADQUARTERS, 16TH AIR FORCE, Torrejon Air Base, Spain (04/85 - 04/87)

Chief of operational Plans, and Special Operations: Planned, Coordinated, Negotiated and directed all USAF participation in Bilateral, and NATO exercises, in NATO's Southern Region. (Spain, Portugal, Italy, Greece, Turkey and Morocco). Program Manager, and Supervisor for all DOD, and US Government covert operations, in the Southern Region of Europe, and in Northern Africa. Provided logistical coordination, and support for five different US Government agency's covert and clandestine activities, as well as Special Operations programs in Southern Europe, Middle East and the Mediterranean areas. Participated in planning and directing several covert operations, resulting in the capture of 64 ETA Terrorists in France and 8 in Spain. Received special recognition from the Director of the CIA and the Vice President of the USA. Mr. George H. Bush whose written remarks include: "Your country, The president, and I, thank you for your outstanding support in the efforts to further US policy objectives in the Region."

437 MILITARY AIRLIFT WING, Charleston Air Force Base, South Carolina (11/81 - 03/85) Chief Airlift Director for the Wing: Planned, organized and directed all monthly operational and training missions, for the Wing, involving over 1350 crew members, sixty C-141 B's and all associated maintenance and Transportation personnel. Planned, the invasion of Grenada for 21<sup>st</sup> Air Force, to include all Charleston and McGuire AFB assets used in the invasion. Directed and Flew the first C-141 Airlift and Airdrop mission in support of Grenada conflict. Chief Airlift planner, for Special Assignment missions, and Presidential Support Missions. As a C-141 Crewmember logged over 1,300 hours worldwide during this assignment.

HEADQUARTERS USAF SOUTHERN AIR DIVISION, Howard Air Force Base, Panama. Politico-Military Affairs Officer (04/79 - 11/81): Formulated, plans and policy pertaining to relationships with Latin America. As USAF permanent delegate to the System of Cooperation between Air Forces of the Americas, participated in nine different committees that recommended, and then implemented recommendations which helped developed stronger cooperation between the Air Forces of the Americas. USAF delegate to Southern Command's negotiating team to negotiate the implementation of the Panama Canal Treaty. Responsible for negotiating Base rights, and Force Structure for USAF. Assisted President Carter's team to negotiate cooperative support agreements with Panamanian government. Authored position papers and speeches for

### Resume Ralph Abravaya (cont.)

commander USAF at annual Chiefs of American Air Forces Conference. Planned US participation and participated as Operations Officer in the largest ever, Disaster Relief and Search and Rescue Exercise for the Americas, held in Argentina in 1980. Credited by Argentine Air Force Commander, Brigadier Grafigña, as the single officer responsible for the successful participation of 19 different Air Forces and for the resounding Political and Operational success of the seven-day exercise. Presented with the "Argentine Air Force Order of Distinguished Merit, Award".

AIR RESCUE AND RECOVERY SERVICE. (ARRS). Commander Rescue Coordination Center Panama Canal Zone (04/77 - 04/79)

Planned, directed and controlled all Search and Rescue (SAR) missions in Central and South America. Directed 212 SAR missions, resulting in: 252 lives saved, and 356 assists. Wrote, negotiated, and implemented the International Civil Aviation Organization (ICAO) Regional SAR Command, Control and Communications (C3) plans for Central America, which was approved and adopted by all Central American Countries. Controlled and Directed all Jonestown SAR and recovery efforts. Directed USAF and Ecuadorian Air Force's, SAR efforts for two separate "SAETA Airlines", major Airline crashes in Ecuador. As a result, developed new "position reporting procedures" and new route structures for the Ecuadorian government, which solved the airways congestion problems, and were implemented three months later. Received Special Commendation from the President of Ecuador for "Outstanding Contributions to modernize Ecuador's Air Navigation and Search and Rescue efforts". Controlled and Directed as the "Deployed USAF On Scene Commander", the successful evacuation of all US and foreign personnel from the rooftop of the US Embassy in Managua Nicaragua when Sandinistas took over. Directed the humanitarian efforts to assist Costa Rica, after the 1979 flooding disaster as a result of a tropical storm.

### 63 MILITARY AIRLIFT WING, Norton Air Force Base California. (01/72 - 04/77)

Various Training, Administrative, and Flight assignments. Logged over 6,000 flight hours in C-141A. Flew to over 60 countries. Held positions as Airdrop Crewmember, Flight Instructor; Flight Examiner; Lead Airdrop Crewmember; Special Operations Low Level (SOLL) qualified. Flew the first 72 Prisoners of War (POW's) from North Vietnam back to the USA. Participated in Vietnam's Baby lift operation in South Vietnam. Flew six missions to evacuate US, and friendly personnel from Vietnam. Flew 29 Combat Missions in Vietnam. Flew in support of Disaster Relief missions to Typhoon, Hurricane, and Earthquake areas in Guam, Dominican Republic, Puerto Rico and Nicaragua.

Flight Instructor. Embry Riddle Aeronautical University 01/70 to 05/71 Logged 350 hours as a flight instructor, for a total of 1,057 hours as a private pilot.

### **OTHER**

Bilingual (Spanish)
Top Secret, Special Background Investigation (SBI) and Special Category SPECAT clearances
NATO Top Secret Clearance.
CIA Top Secret Clearance. 1985 to 1988
Company Grade Officer of the year 1981, Southern Command SOUTHCOM
Company Grade officer of the year 1981, United States Air Force Southern Air Division USAFSO
Company Grade officer of the quarter, USAFSO Jan- March 1981
Company Grade officer of the year 1979, Air Rescue and Recovery Service ARRS
Company Grade officer of the Quarter April- June 1979 Air Rescue and Recovery Service
Awarded 14 medals, and 15 Ribbons, during 22 years of Military Service.

### Glenn Smith 1608 Nanette Ct Lake Worth, FL 33461

Education NASD Series 7, 24, 28, and 63 securities licenses.

*Experience* A strong and diversified background in the areas of finance, securities, taxes and regulatory compliance issues regarding NASD and SEC matters.

8/2004- present CFO D-Tel Inc.

**1991-present** Partner, Southern Star Consulting A financial planning and consulting broker dealer.

1996-2002 Med Gen Inc. Director and chief compliance officer.

1981-1991 Investment Broker AG Edwards & Sons Lake Worth Florida branch. Specialties included stocks, bonds, mutual funds and options. Duties inlcuded conducting investment seminars and auditing the activities of brokers and client transactions.

1978 -1981 Credit manager for General Electric Credit Corp. consumer and commercial credit divisions.

### **Exhibit C** Technical Resume

ISSUED: June 23, 2005

Issued By:

EFFECTIVE:

Mr. Kevin Peter McGoey, President D-Tel, Inc. d/b/a Amigos Telefonica 803 South Federal Highway Dania, FL 33004 Telephone: 954-924-0082 Facsimile: 954-924-0108 Alberto H. Madrid 10755 NW 50th Street, Apt. 110 Miami, FL 33178 US alberto\_madrid@yahoo.com

Home:(305) 629-9249 Cell phone:(786) 586-8782

### **Cisco VoIP & Networking Engineer**

BRIEF

I hold a Bachelors degree in Computer Sciences, Cisco VoIP Engineer and Microsoft Certified Professional with a wide experience and strong knowledge in Operating Systems, Relational Databases, Networking and Telecommunications.

EXPERIENCE APR-2002 Orca Telecom, Inc. Miami, FL. PRESENT Chief Technology Officer (CTO)

Deployed, Managed, and maintain a Cisco VOIP Network for a Premier Provider of VoIP Telecom services to Mexico.

# JUL-2000NextMiami, FL.APR-2002Communication, Inc.Chief Technology Officer (CTO)

Deployed, Managed, and maintain a Cisco VOIP Network for a VoIP Telecommunication Carrier.

JAN-2000	Multiphone Latin	Miami, FL.
JUL-2000	America, Inc.	

Chief Engineer

Deployed an Internet Service Provider and VoIP Long Distance Provider Platform

APR-1999 Skoline, Inc. Miami, FL. DEC-1999

### IT Manager

Deployed & managed an Internet Service Provider Platform.

MAY-1998 Mar-1999 APRICOM Computers & Communications, S.A. Caracas, Venezuela

#### Support Manager

Supervised and managed the technical support department. Managed new projects, which involved the deployment of Network & Intranet platforms.

# JUL-1996AMANCO deMAY-1998Venezuela, S.A.Chief Information Officer (CIO)

Caracas, Venezuela

Managed IT department. IT Project leader of Enterprise Resource Planning, (E.R.P) system implementation.

JUL-1993	DIRDAM A.N.S.,	Caracas, Venezuela
JUN-1996	C.A.	

#### **Technical Manager**

Supervised and managed the technical and projects department. Deployed of networking projects under Operating systems Windows NT.

JUN-1993	Petroquímica de	Caracas, Venezuela
SEP-1991	Venezuela, S.A.	
	(PEQUIVEN)	

#### Networks Analyst

Administrated and maintained the logical, physical and workstations infrastructure of the network platform installed in PEQUIVEN.

EDUCATION OCT-1991 Universidad Simón Caracas, Venezuela Bolívar Bachelor's Degree Computer Science

AFFILIATIONS

,

JUN-1999

Microsoft

Microsoft Certified Professional

### **Exhibit D** Financial Capability

ISSUED: June 23, 2005

Issued By:

EFFECTIVE:

Mr. Kevin Peter McGoey, President D-Tel, Inc. d/b/a Amigos Telefonica 803 South Federal Highway Dania, FL 33004 Telephone: 954-924-0082 Facsimile: 954-924-0108

	D-Tel, Incorporated		
	Balance Sheet		
	6/21/2005		
	Assets		
· 그는 사람은 이상이 있는 것 같아요. 가지가 가지 않는 것이다. 같아요. 아이지 아이지 않는 것이 아이지 않는 것이다. 아이지 않는 것이다.			
Current Assets:			
Cash		\$31,255	
Accounts Receivable	\$18,077		
Less: Reserve for Bad Debts	1,484	16,593	
Prepaid Expenses		22,587	entra de la companya de la companya Na companya de la comp
Total Current Assets	in All de ser de la ser en la Ten en la ser en la s		\$70,435
Fixed Assets:			
Vehicles	0		
Less: Accumulated Depreciation	<b>O</b>	0	
Furniture and Fixtures	15,089		
Less: Accumulated Depreciation	<u>3,011</u>	12,078	
Equipment	29,500		
Less: Accumulated Depreciation	1,365	28,135	
		20,100	
Total Fixed Assets			\$40,213
Other Assets:			
Total Other Assets			0
Total Assets			\$110,648
	Liabilities and Capita	Ú an	
Current Liabilities:			
Accounts Payable		\$11,750	사이가 가장 가장에 가장 것을 가장해. 같은 가장 같은 것은 것은 것을 가장하는 것이 같은 것을 가장하는 것이 같이 있다.
Sales Taxes Payable		1,084	
Payroll Taxes Payable		3,021	
Accrued Wages Payable		6,490	
Short-Term Bank Loan Payable		0,100	
Total Current Liabilities			\$22,345
Long-Term Liabilities:			
Long-Term Notes Payable		0	
Mortgage Payable		Ō	가는 가는 것이라는 같이 같다. 같이 있는 것이 같이
Total Long-Term Liabilities	· · · · · · · · · · · · · · · · · · ·		Č
Total Liabilities		and Aligned and a second second Aligned second	\$22,345

Capital:	
Owner's Equity Net Profit	\$250,000 \$144,046
Total Capital	\$394,046
Total Liabilities and Capital	\$416,391

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## **D-TEL, INC.**

### EXECUTIVE SUMMARY DECEMBER 2004

#### **OVERVIEW**

D-Tel, Inc. was originally incorporated in October of 2001 for the purpose of becoming a Competitive Local Exchange Carrier (CLEC). After filing for its CLEC license from the Florida Public Service Commission pursuant to certificate number TX-623, the Company entered into unbundled network element platform (UNE-P) agreements with Bellsouth, that expire at the end of 2006. The Company is now applying for transfer of ownership of its CLEC license in order to provide local dial tone and 1+ dialing services. Management intends to negotiate fresh interconnection agreements with Bellsouth once this application is accepted by the Commission. To date, the Company has not engaged in any telecommunications operations. This summary focuses on the marketing and customer service programs D-Tel intends to implement to take full advantage of its CLEC status.

### INFRASTRUCTURE AND SUPPORT

Initially, D-Tel will outsource most of its infrastructure and customer support requirements; however, it is the Company's intention to purchase its own switch to increase gross profit margins within the first year of operations. The Company has entered preliminary negotiations for outside billing platforms and recorded third party verifications. D-Tel's management and team of consultants will provide the administrative, regulatory compliance and customer service for the telecommunication services that it offers.

### AGENT MARKETING AGREEMENTS

D-Tel is contracting with select selling agents for the origination of local telephone customers subsequent to the transfer of its CLEC license. D-Tel will lock in a guaranteed rate of return on the local and 1+ dialing service that it offers through outside agents. This rate of return will typically average about twenty-five percent (25%) over the range of services offered with no other marketing costs or sales expense incurred by the Company from these added customers. The only added cost to the Company in such arrangements will be the nominal addition of hardware, software, and service personnel to handle the increased volume of new customers.

### TARGETING NICHE MARKETS

D-Tel intends to target specific niche markets in its early marketing and advertising campaigns. Since our Company is located in South Florida, Hispanics will be our first target niche market.

The latest census figures show that Hispanics are now the largest minority in the United States, having surpassed African-Americans for the first time in 2001. For a long time, this market has

been largely ignored by major retailers, mass marketers, and large corporations. But now, even the major TV networks are experimenting with Spanish language commercials on a national basis. By targeting this growing and increasingly more affluent market segment, D-Tel believes it can quickly accumulate a large and loyal base of telecommunication customers.

Our customer service center will be staffed by bi-lingual personnel and we will engage in an aggressive marketing and advertising campaign on Spanish radio, TV, newspapers and billboards. In addition, to increase our appeal as a *Spanish Telephone Company*, D-Tel will also operate as d/b/a Amigos Telefonica.

Our Florida Hispanic customers currently have home telephone service primarily through BellSouth, but will be willing to switch to a company that can provide a more cost effective solution for local telephone service, as well as provide billing, customer service, technical support and other services in their native language. This is particularly important to the Hispanic market.

Concurrently, we will target the large Haitian community in South Florida, which numbers over half a million. One of our proposed agents intends to establish a call center manned principally by Creole-speaking sales agents to target Haitian households and businesses for a *Haitian Phone Company* concept that will be serviced exclusively by D-Tel.

Another niche market that we intend to capitalize on in the South Florida area is the large Canadian population, which swells to over half a million during the winter months. Each of the niche markets we are targeting has newspapers, radio and cable TV shows, which cater specifically to their interests and can be utilized for cost effective and locally directed advertising.

### MARKETING STRATEGIES

Our marketing plans include specific area advertising campaigns making use of local celebrities in Infomercials, billboards, print and radio spots, as well as targeted direct mailings. The combined effect of the marketing campaign will be to drive prospective Customers to phone into our service center or visit one of our websites that will offer a full range of online options for ordering telephone service and bill payment.

Our service center will employ bi-lingual telemarketers professionally trained in all aspects of the service plans we have to offer and their advantages over the competition. Besides receiving calls from interested prospects, certain telemarketers hired by our agents will make outbound calls to our targeted market segments to solicit new customers in full compliance with the National Do Not Call List.

Customers who refer other customers could earn a myriad of free products, services, and finder's fee credits for their efforts. In the mid-'90s, Excel Communications successfully built a large customer base using this type of program. D-Tel may offer similar incentives to customers and thus benefit from an extensive word-of-mouth campaign.

### PREPAID SERVICES STRUCTURE

The only profitable way to operate a new phone company is on a prepaid basis. It is possible that many of the new customers we sign up for local service will have been disconnected by Bellsouth or other providers numerous times for non-payment of their phone bills. D-Tel will require up-front payment for all hardware, set-up fees, and first month of service.

The Company intends to implement an aggressive call-before-disconnect program. Customers who are a few days past due on their payment will be given a courtesy call and the opportunity to make a payment over the phone using a credit card or debit to their checking account. Customers who cannot pay on the spot, will be given a short time in which to pay before service is disconnected. The Company will charge disconnect and reconnect fees, and may require substantial deposits from customers who are constantly late in their payments.

### **CUSTOMER RETENTION PROGRAM**

The Telecom Industry has a notoriously high fall-out rate of new customers. Competition for new customers is intense and it requires constant diligence too keep your customers satisfied and happy with the services they are being provided. To that end, we have developed a customer retention program that includes the following:

- Recognizable monthly billing statement that will not be mistaken for "junk mail."
- We will send a "Welcome Letter" to each new customer that thanks them for switching and reinforces the benefits of the new service, compares our low rates to the competition, explains the billing service and options, and provides a sample of the statement that they will be receiving.
- A follow-up "thank you" call to each new customer tells them to "be on the lookout" for the Welcome Letter.
- The Company will offer a token "Thank You Gift" in the Welcome Letter in the form of discount or free coupons for area services, stores, restaurants, theme parks, etc.
- Hispanic customers will be asked which language they wish to receive their bills and correspondence in. We expect that most of our correspondence will be printed in Spanish as the primary language (with English in smaller print), since we anticipate that over 80% of our customers will be Hispanic.
- The Website will offer online account access and bill paying options in both Spanish and English.
- In many cases, new customers will have a vested interest in the form of equipment, set-up fees and pre-paid services. This will be a strong incentive not to make an immediate change back to a competitor.
- Periodic *Newsletters* and other correspondence offering additional services, giveaways, contests, and other incentives will help build and maintain a loyal customer base.

### SALES PROJECTIONS AND ASSUMPTIONS

The following table is based upon our internal cost structure and sales projections provided by our proposed sales agents, which have previous experience in direct telecommunication sales. We anticipate that the majority of our initial customer base will come from direct marketing efforts, specifically, telemarketing to our niche markets. We have reduced by more than one-half the outside estimates provided to us in order to present a more conservative estimate of future revenues derived as a result of the transfer of our CLEC license.

The Sales Projections which follow are based upon a reasonable expectation of our sales agents originating 250 new customers per week, net of attrition. Costs of the telemarketing operations will be borne by the outside sales agents as the table assumes that our built-in profit margin on a typical Customer's total telecom service will average \$8 per month after direct cost of sales. The table is a straight-line projection of the above assumptions and supposes that increases in marketing efforts and efficiencies will offset any attrition (loss of customer base). The table also projects a 20% annual increase in expenses, except for Advertising and Promotion, which increase 50% the first year, and 30% the second year.

### D-Tel, Inc. Two-Year Sales Projections

					Totals for	Totals for
	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year 1	Year 2
Customer Base at End of Period†	3,225	6,450	9,675	12,900	12,900	25,800
Avg. Profit per Customer per Mo.‡	8	8	8	8		1
Profit First Month of Quarter	8,600	34,400	60,200	86,000	189,200	602,000
Profit Second Month of Quarter	17,200	43,000	68,800	94,600	223,600	636,400
Profit Third Month of Quarter	25,800	51,600	77,400	103,200	258,000	670,800
Total Profit for Quarter	51,600	129,000	206,400	283,800	670,800	1,909,200
Expenses					1	
General & Administrative	22,500	23,625	24,806	26,047	96,978	117,877
Wages & Salaries	38,700	40,635	42,667	44,800	166,802	202,749
Advertising & Promotion	24,000	28,000	32,000	36,000	120,000	184,000
Other Expense & Contingency	5,000	5,250	5,513	5,788	21,551	26,195
Rent & Utilities	7,500	7,875	8,269	8,682	32,326	39,292
Total Expenses	97,700	105,385	113,254	121,317	437,656	558,518
Net Income	(46,100)	23,615	93,146	162,483	233,144	1,350,682

† Assumes 250 new Customers are originated each week net of any loss through attrition or non-payment.

‡ Assumes average gross profit per customer of \$8 after cost of sales, but before operating expenses.

\* \* \*

					Totals for	
	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year 1	Quarter 5
Customer Base at End of Period†	3,225	6,450	9,675	12,900	12,900	16,125
Avg. Profit per Customer per Mo.‡	8	8	8	8		8
Profit First Month of Quarter	8,600	34,400	60,200	86,000	189,200	111,800
Profit Second Month of Quarter	17,200	43,000	68,800	94,600	223,600	120,400
Profit Third Month of Quarter	25,800	51,600	77,400	103,200	258,000	129,000
Total Profit for Quarter	51,600	129,000	206,400	283,800	670,800	361,200
Expenses					1	
General & Administrative	22,500	23,625	24,806	26,047	96,978	27,349
Wages & Salaries	38,700	40,635	42,667	44,800	166,802	47,040
Advertising & Promotion	24,000	28,000	32,000	36,000	120,000	40,000
Other Expense & Contingency	5,000	5,250	5,513	5,788	21,551	6,078
Rent & Utilities	7,500	7,875	8,269	8,682	32,326	9,116
Total Expenses	97,700	105,385	113,254	121,317	437,656	129,583
Net Income	(46,100)	23,615	93,146	162,483	233,144	231,617

+ Assumes 250 new Customers are originated each week net of any loss through attrition or non-payment.
 + Assumes average gross profit per customer of \$8 after cost of sales, but before operating expenses.

			Totals for
Quarter 6	Quarter 7	Quarter 8	Year 2
19,350	22,575	25,800	25,800
8	8	8	
137,600	163,400	189,200	602,000
146,200	172,000	197,800	636,400
154,800	180,600	206,400	670,800
438,600	516,000	593,400	1,909,200
28,716	30,152	31,660	117,877
49,392	51,862	54,455	202,749
44,000	48,000	52,000	184,000
6,381	6,700	7,036	26,195
9,572	10,051	10,553	39,292
136,062	142,865	150,008	558,518
302,538	373,135	443,392	1,350,682

# Exhibit E FLORIDA TELECOMMUNICATIONS PRICELIST

ISSUED: June 23, 2005

Issued By:

EFFECTIVE:

### TITLE SHEET

### FLORIDA TELECOMMUNICATIONS PRICELIST

D-Tel, Inc.

# d/b/a Amigos Telefonica

ISSUED: June 23, 2005

Issued By:

EFFECTIVE:

This price-list contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for competitive telecommunications services provided by D-Tel, Inc. d/b/a Amigos Telefonica. This price-list can be used as a guide and is on file with the Florida Public Service Commission (PSC). Copies maybe inspected during normal business hours at the Company's principal place of business 803 South Federal Highway, Dania, FL 33004

# CHECK SHEET

Sheets of this price-list 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 price-list and are currently in effect as of the date on the bottom of this sheet.

Sheet	Revision	Sheet	Revision	Sheet	Revision
1	Original	30 31	Original Original		
2	Original	32	Original		
2 3	Original	32	Original		
4	Original	33 34	Original		
5	Original	35	Original		
6	Original	36	Original		
0 7	Original	30	Original		
8	Original	38	Original		
° 9	Original	39	Original		
9 10	Original	40	Original		
11	Original	40	Original		
12	Original	42	Original		
12	Original	43	Original		
13	Original	44	Original		
15	Original	45	Original		
16	Original	46	Original		
10	Original	10	ongina		
18	Original				
19	Original				
20	Original				
21	Original				
22	Original				
$\bar{2}\bar{3}$	Original				
24	Original				
25	Original				
$\bar{26}$	Original				
27	Original				
28	Original				
29	Original				
	J				

# PRICE LIST FORMAT SHEET

- 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 FL PSC. For example, the 4th revised Sheet 14. Because of carious suspension periods, deferrals, Etc., the FL PSC follows in their Price List approval process, the most current sheet number on file with the Commission is not always the Price List 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 Price List filing is made with the FL PSC, an updated check sheet Accompanies the Price List 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 Price List user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FL PSC.

ISSUED: June 23, 2005

EFFECTIVE:

Issued By:

# TABLE OF CONTENTS

Title Sheet	1
Format Sheet	4
Table of Contents	5
Symbols Sheet	6
Section 1 – Definitions	7
Section 2 – Rules and Regulations	10
Section 3 – Basic Service Description and Rates	35

ISSUED: June 23, 2005

Issued By:

### SYMBOLS SHEET

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 Price-list Location
- N New
- **R** Change Resulting In A Reduction To A Customer's Bill
- T Change in Text Or Regulation But No Change In A Rate Or Charge

ISSUED: June 23, 2005

Issued By:

EFFECTIVE:

# **SECTION 1 – DEFINITIONS**

Certain terms used generally throughout this price-list for the competitive local exchange services of the Company are defined below:

<u>Authorization Code:</u> A numerical code, one or more of which are available to a customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the customer for billing purposes.

<u>Authorized User</u>: A person, firm, corporation or other entity that either is authorized by the Customer to use its telecommunications services or is placed in a position by the Customer, either through acts or omissions.

<u>Central Office:</u> A location where there is an assembly of equipment that establishes the connections between subscriber access lines, trunks, switched access circuits, private line facilities, and special access facilities with the rest of the telephone network.

<u>Customer:</u> Normally referred to as the End-User or Subscriber, who is the person, firm, corporation or other entity which orders, service and is responsible for payment of charges due and compliance with the Company's price list regulations.

**<u>Co-Carrier</u>**: Any other Telecommunications provider authorized by the Commission to provide local exchange service in the state.

Company: D-Tel, Inc. d/b/a Amigos Telefonica.

**End-User:** The person, firm, corporation or other entity, which orders Service and is responsible for the payment of charges and for compliance with the Company's price-list regulations, also referred to as the customer or subscriber. (Also see: Customer and Subscriber)

**End-Users Line:** An arrangement, which connects the customer's (also referred to as the subscriber or end-user) location to the Company's network switching center.

<u>Enhanced 911 (E911) system</u>: A system that establishes connections between customer installations (CIs) and constituent public service access points (PSAPs), provides automatic location information (ALI), and has provisions for selective routing.

**Entrance Facility:** The entrance to a building for both public and private network service cables (including antenna transmission lines, where applicable), including the entrance point at the building wall or floor, and continuing to the entrance room or entrance space

Issued By:

EFFECTIVE:

**Exchange:** The entire telephone plant and facilities used in providing telephone service to subscribers located in an exchange area.

**Exchange Carrier:** Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

**Individual Case Basis (ICB)**: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

**Intra-LATA Toll Messages:** Those toll messages which originate and terminate within the same LATA.

**LATA:** A local Access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

**LEC:** A local telephone company, *i.e.*, a communications common carrier that provides local voice-grade telecommunications service under regulation within a specified service area.

**Line Information Data Base (LIDB):** The data base which contains base information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

**Local Switching Center:** The LEC switching center where telephone exchange service End-User station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Message: A completed telephone call.

**Non-Recurring Charges:** The one-time initial charges for local exchange services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time when a Service Order is executed.

<u>Off-Hook</u>: The active condition of switched access or a telephone exchange service line.

**<u>On-Hook</u>**: The idle condition of switched access or a telephone exchange service line.

<u>Out of Band Signaling</u>: An exchange signaling feature which allows Co-Carriers to exchange call control and signaling information over a communications path which is separate from the message path.

<u>**Premises:**</u> The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

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### SECTION 1- DEFINITIONS, (Cont'd)

**PSC:** Florida Public Service Commission may also be shown as FPSC, or simply as the Commission.

**<u>Recurring Charges</u>**: The monthly charges to the Customer for services, facilities, and equipment, which continues for the agreed upon duration of the service agreement, or longer if the agreement is renewed, by the Customer.

**Service Charge:** Is a nonrecurring charge or charges applying to the ordering, installing, moving, rearranging or furnishing of telecommunications services or facilities.

<u>Service Order</u>: The written request for local telecommunication services executed by the Customer and the Company in a format devised by the Company.

<u>Services</u>: The Company's telecommunications competitive local exchange services offered on the Company's leased network.

**<u>Trunk</u>**: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

ISSUED: June 23, 2005

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EFFECTIVE:

### SECTION 2 - RULES AND REGULATIONS

#### 2.1 Undertaking of the Company

### 2.1.1 <u>Scope</u>

The Company's services offered pursuant to this price-list are furnished for competitive local exchange service. The Company may offer these services over its own or resold facilities.

The Company installs, operates, and maintains the communications services provided herein in Accordance with the terms and conditions set forth under this price-list. The Company may act as the Customer's agent for ordering connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a End-User's location to the Company's network. The Customer shall be responsible for all charges due for such service agreement.

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

The Company warrants service levels at 99.9% completion of all calls made within the Company's local calling area.

#### 2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- B. The furnishing of service under this price-list is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the company may obtain from other Carriers from time to time.

Issued By:

### 2.1 <u>Undertaking of the Company, (Cont'd)</u>

#### 2.1.2 <u>Shortage of Equipment or Facilities</u>, (Cont'd)

C. The provisioning and restoration of service in emergencies shall be in Accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

#### 2.1.3 <u>Terms and Conditions</u>

- A. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the subscriber, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this price-list, a month is considered to have 30 days.
- B. The Customer agrees to operate Company-provided equipment in Accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.C below.
- C. The Customer agrees to return to the Company all Companyprovided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only accepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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### 2.1 <u>Undertaking of the Company, (Cont'd)</u>

#### 2.1.4 Liability of the Company

- A. The liability of the Company for damages arising out of the finishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this price-list. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering, installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this price-list, and subject to the provisions of the Company's liability, if any, shall be limited as provided herein.
- C. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of The United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of anyone or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-ofway or materials; or strikes, lockouts, work stoppages, or other labor difficulties.

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#### 2.1 <u>Undertaking of the Company, (Cont'd)</u>

#### 2.1.4 Liability of the Company, (Cont'd)

- D. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with competitive local exchange services; or (b) for the acts or omissions of other Customers.
- E. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
- F. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.F as a condition precedent to such installations.
- G. The Company shall not be liable for any defacement of or damage to Customers Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Exchange Company shall be deemed to be agents or employees' of the Company.

#### 2.1. <u>Undertaking of the Company, (Cont'd)</u>

#### 2.1.4 <u>Liability of the Company</u>, (Cont'd)

- H. Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this price-list, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the End-User or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this price-list.
- I. (Reserved for Future Use)
- J. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- K. The Company makes no warranties or representation, express or implied, including warranties or merchant's ability or fitness for a particular use, except those expressly set forth herein.

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# 2.1 <u>Undertaking of the Company, (Cont'd)</u>

### 2.1.4 Liability of the Company, (Cont'd)

- L. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations.
- Company shall not be liable for the Customer's failure to fulfill M. its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-ofway, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

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Mr. Kevin Peter McGoey, President

# 2.1 Undertaking of the Company, (Cont'd)

### 2.1.5 Notification of Service-Affecting Activities

The Company will attempt to provide the Customer reasonable notification of service affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many End-Users' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable, notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

### 2.1.6 Provisions of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this price-list. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

### 2.1 <u>Undertaking of the Company, (Cont'd)</u>

### 2.1.6 <u>Provisions of Equipment and Facilities</u>, (Cont'd)

- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this price-list, the responsibility of the Company shall be limited to the furnishing of facilities offered under this price-list and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible for:
  - 1. The transmission of signals by Customerprovided equipment or for the quality of, or defects in, such transmission;
  - 2. The reception of signals by Customer-provided equipment; or
  - 3. Network control signaling where Customer performs such signaling provided network control signaling equipment.
- G. The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters, which affect telecommunications services

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### 2.1 <u>Undertaking of the Company, (Cont'd)</u>

#### 2.1.6 Provisions of Equipment and Facilities, (Cont'd)

H. The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Competitive local exchange services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

#### 2.1.7 <u>Non-routine Installation</u>

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in unusual locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

#### 2.1.8 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this price-list, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken and characterized by one or more of the following:

- A. where facilities are not presently available and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;

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### 2.1 <u>Undertaking of the Company, (Cont'd)</u>

### 2.1.8 Special Construction (Cont'd)

- C. where facilities are requested in a quantity greater than that which the Company would normally construct;
- D. where installation is on an expedited basis;
- E. on a temporary basis until permanent facilities are available;
- F. installation involving abnormal costs; or
- H. in advance of its normal construction schedules.

Special construction charges for Local exchange service will be determined on an individual use basis.

#### 2.1.9 Ownership of Facilities

Title to all facilities provided in Accordance with this price-list remains in the Company, its agents, contractors or suppliers.

### 2.2 <u>Prohibited Uses</u>

- 2.2.1 The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions; and if the Reseller intends to provide intrastate services, is certified with the appropriate state entity.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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#### 2.3 **Obligations of the Customer**

#### 2.3.2 <u>The Customer shall be responsible for</u>:

- A. reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated in the Company's right of recovery of damages to the extent of such payment;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide competitive local exchange services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1C above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be owned entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;

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### 2.3 Obligations of the Customer, (Cont'd)

### 2.3.1 <u>The Customer shall be responsible for, (Cont'd)</u>:

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible obtaining under Section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the Customer Premises at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

#### 2.3 Obligations of the Customer, (Cont'd)

#### 2.3.2 <u>Claims</u>

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

- A. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees;
- B. 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, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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### 2.3 <u>Customer Equipment and Channels</u>

#### 2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

#### 2.4.2 Station Equipment

- Α The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition, which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.
- B. The Customer is responsible for ensuring that Customerprovided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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### 2.4 Customer Equipment and Channels, (Cont'd)

#### 2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing competitive local exchange services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Competitive local exchange services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the price-lists or price lists of the other communications carriers, which are applicable to such connections.

### 2.4.4 Inspections

- A. Upon reasonable notification of the Customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B for the installation, operation, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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Mr. Kevin Peter McGoey, President D-Tel, Inc. d/b/a Amigos Telefonica 803 South Federal Highway Dania, FL 33004 Telephone: 954-924-0082 Facsimile: 954-924-0108

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### 2.5 <u>Billing and Collection of Charges</u>

### 2.5.1 Minimum Period of Service

The minimum period for which Customer Service is provided and for which charges are applicable is one (1) month, which for billing is a period of thirty (30) consecutive days.

### 2.5.2 Payment of Charges

The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

- A. Unless otherwise specified herein, bills are due and payable upon receipt the payment of all applicable charges pursuant to this price-list.
- B. The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this price-list attributable to services established, provided, or discontinued during the preceding billing period. Billing statements are issued monthly and include local service for one month in advance, appropriate charges for long distance calls and other charges incurred since the previous billing. The bills are mailed on the last day of the month for the next month's service.
- C. A residential subscriber may designate a third party to receive a copy of any "Shut Off Notice."

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#### 2.5 Billing and Collection of Charges, Cont'd

- D. Amounts not paid within 30 days after the date of invoice will be considered past due. The Company will assess a late payment charge equal to 1.5% per month for any past due balance that exceeds 30 days. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.
- E. If a service is disconnected by the Company in Accordance with Section 2.5.3 following and later restored, restoration of service will be subject to all applicable installation charges

#### 2.5.3 <u>Taxes</u>

The Customer is responsible for the payment of any sales, use, gross receipts, excise, Access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Competitive local exchange services. All such taxes shall be separately designated on the Company's invoices.

#### 2.5.4 Arrangements

- A. Suspension of service may be delayed when a "Delayed Payment Agreement" has been entered into with the Company. The arrangement is available through the Company's local business office.
- B. Residential customers may qualify for a "Extended Due Date Plan".
   A qualifying subscriber's billing statement due date may be changed to coincide with or follow the subscriber's receipt of income. The following subscribers may for the plan:
  - a. Persons receiving Aid to Families with Dependent Children (AFDC), Social Security Disability (SSD), or Supplemental Security Income.
  - b. Also, persons whose primary source of income is Social Security or Veterans Administration disability or retirement benefits.

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#### **Billing and Collection of Charges, Cont'd**

2.5.5 <u>Billing Disputes and/or Claims:</u>

The Customer shall notify the Company of any disputed items on an invoice within 90 days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedures.

- 2.5.6 <u>Refusal and Discontinuance of Service</u>
  - A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite 30 days' prior written notice to the Customer discontinue or suspend service without incurring any liability.
  - B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
  - C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
  - D. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any Liability.

#### **Billing and Collection of Charges, Cont'd**

#### 2.5.6 <u>Refusal and Discontinuance of Service</u>, (Cont'd)

- E. The Company may discontinue the furnishings of any and/or all service(s) to Customer, without incurring any liability:
  - 1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.6.E. 1(a-f), if:
    - (a) The Customer refuses to furnish information to the Company regarding the Customer's creditworthiness, its past or current use of Customer communications services or its planned use of service(s); or
    - (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Customer communications services, or its planned use of the Company's service(s); or

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#### 2.5 Billing and Collection of Charges, Cont'd

- 2.5.6 Refusal and Discontinuance of Service, (Cont'd)
  - E. (Cont'd)
    - 1. (Cont'd)
      - (c) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in Accordance with Section 2.5.4.A above; or
      - (d) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Customer communications services to which the Customer either subscribes or had subscribed or used; or
      - (e) The Customer uses, or attempts or use, service with the intent to void the payment, either in whole or in part, of the price-list charges for the service by:
        - Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this price-list, or
        - (II) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices: or
        - (III) Any other fraudulent means or devices.
    - 2. Upon ten (10) days' written notice to the Customer of any sum thirty (30) days past due;

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### 2.5 Billing and Collection of Charges, Cont'd

### 2.5.6 Refusal and Discontinuance of Service, (Cont'd)

- F. (Cont'd)
  - 3. Upon ten (10) days' written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in Accordance with Section 2.5.4.A.
  - 4. Seven (7) days after sending the Customer written notice of noncompliance with any provision of this price-list if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.
- G. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company; the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- H. Access to 911 will be maintained during temporary disconnections for non-payment of a residential subscriber's local service.

### 2.5.7 Cancellation of Application for Service

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the company that would have been chargeable to the Customer had service begun. The special charges described will be calculated and applied on a case-by-case basis.

**EFFECTIVE:** 

Mr. Kevin Peter McGoey, President D-Tel, Inc. d/b/a Amigos Telefonica 803 South Federal Highway Dania, FL 33004 Telephone: 954-924-0082 Facsimile: 954-924-0108

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#### 2.6 Allowances for Interruptions in Service

Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this price-list by the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

The credit allowance will be calculated by the Company after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the price-list and will be expressly indicated on the next invoice. A Service Outage begins when the Customer reports the outage to the Company. A Service Outage ends when the affected line or circuit and/or associated Company equipment is fully operational in Accordance with the technical specifications.

Credit allowances do not apply to outages (i) caused by a Customer; (ii) due to failure of equipment provided by the Customer; (iii) during any period in which the Company is not given access to the service premises; (iv) failures of LEC facilities or equipment which are carrying the failures resulting from the activities or negligence of LEC employees; (vi) inability to gain Access to the Customer 's equipment; and (vii) due to mutually agreed upon maintenance and repair.

Credit Allowances received by the Company from the LEC for Off Net facility outages, which affects the Customer's local exchange services, will be passed through to the Customer in the form of a credit on the next invoice.

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#### 2.6 Allowances for Interruptions in Service, (Cont'd)

2.6.1 Credit Allowance Formula:

The customer shall be credited for an interruption of more than twentyfour hours as Follows:

Credit Formula:

Credit =  $A/B \times C$ 

"A" - outage time in hours

"B" - 720 hours in month

- "C" total monthly charge for affected facility
- 2.6.2 Limitations on Allowances

No credit allowance will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this price-list by, the Customer, Authorized User, Joint-User, or other Customer providing service connected to the service of Company;
- B. interruptions due to the negligence of any person other than the Company, including, but not limited to, the Customer or other Customers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of non-Company equipment;
- D. interruptions of service during any period in which the Company is not given full and free Access to its facilities and, equipment for the purpose of investigating and correcting interruptions;
- E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. interruption of service due to circumstances or causes beyond the control of the Company.

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## SECTION 2 - RULES AND REGULATIONS, (Cont'd)

## 2.7 <u>Transfers and Assignments</u>

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent Company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all the assets of the Company; or pursuant to any financing, merger or reorganization of the Company.

## 2.8 Notices and Communications

- 2.8.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.8.2 The Company shall designate on the Service Order and each bill for service to the Customer an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.
- 2.8.3 All notices or other communications required to be given pursuant to this price-list shall be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.8.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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## **SECTION 3 – BASIC SERVICE DESCRIPTION AND RATES**

#### 3.0 General

This section contains the specific regulations governing the rates and charges that apply for the Company's competitive local exchange services.

There are three types of rates and charges that apply to local exchange service:

- 3.0.1 Non-Recurring Charges: One-time charges that apply for a specific work activity.
- 3.0.2 Recurring Charges: Fixed charges apply each month and depend on the number and type of lines and/or facilities in place.
- 3.0.3 Usage Charges: Toll charges that are applied on a per access minute basis to a subscribers monthly billing statement. Usage rates are accumulated over a monthly period.

## 3.1 Service Orders

This section sets forth the regulations and order related non-recurring charges for Service Orders for local exchange service, as defined in this price-list. These charges are in addition to other applicable charges set forth in other sections of this price-list.

## 3.1.1 Ordering Conditions

Unless otherwise specified herein, all services offered under this price-list shall be ordered using a service order. The format and terms of the service order will be as specified in the service order, unless otherwise specified herein. An Customer may order any number of services of the same type and between the same premises on a single service order. All details for services for a particular order must be identical.

The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Customer Service, the Customer shall provide the following minimum information:

- A. Customer name and Premise(s) address(es);
- B. Billing name and address (when different from Customer name and address); and
- C. Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

## SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (Cont'd)

## 3.2 Service Orders (Cont'd),

## 3.2.1 Ordering Conditions, (Cont'd)

D. Signature and date on the initial ordering form showing the transfer of local services was made at the Customers request.

#### 3.2.2 Provision of Other Services

Unless otherwise specified herein, all services offered under this price-list shall be ordered with a service order. With the agreement of the Company, other services may subsequently be added to the service order at any time, up to and including the service date for the Customer service.

## 3.2.3 Service Order Intervals

When a Customer requests new or additional service, one or more service orders may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

### A. <u>Single Line Date Intervals</u>

Single Line service is provided with one of the following Service Date intervals: -Standard Interval -Negotiated Interval

The Company will specify a service order due date contingent on the service order being complete as received. To the extent the service can be made available with reasonable effort, the Company will provide single line service in accordance with the Customer's requested interval, subject to the following conditions:

A.1 Standard Interval

The Standard Interval for single line service will be 10 business days from the Application Date. This interval only applies to standard service offerings for a Customer that is On-Net and at a location(s) where there are preexisting facilities to the Customer premises. Competitive local exchange services provided under the Standard Interval will be installed during Company business hours.

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Mr. Kevin Peter McGoey, President D-Tel, Inc. d/b/a Amigos Telefonica 803 South Federal Highway Dania, FL 33004 Telephone: 954-924-0082 Facsimile: 954-924-0108

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## SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, (Cont'd)

### 3.2 Service Orders, (Cont'd)

- 3.2.3 (Cont'd)
  - A.2 Negotiated Interval

The Company will negotiate a Service Date interval with the Customer when:

a The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or

#### 3.2.3 Install Service Date Intervals, (Cont'd)

- A.2 Negotiated Interval (Cont'd)
  - b There is no existing facility connecting the Customer Premises with the Company; or
  - c The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or
  - d The Company determines that service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of local exchange services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date.

All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

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## SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, (Cont'd)

## 3.2 <u>Service Order, (Cont'd)</u>

3.2.4 <u>Customer Request Modifications</u>

The Customer may request a modification of its service order prior to the Service Commencement Date. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

- A. The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service.
   All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:
  - 1. A change in the identity of the Customer of record; or
  - 2. A move by the Customer to a different building.

#### 3.2.5 Quality of Service

As a reseller, the quality of service provided to the company's end users will be equal to that received from the company's underlying carrier.

## SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, (Cont'd)

Service Order Charge, (Cont'd)	Non-Recu	rring	
		Residential	
	First	Additional	
Per Installation Order:	\$75.00	\$75.00	
Per Disconnect Order:	\$25.00	\$25.00	
Per Move or Change Order:	\$75.00	\$75.00	
Special Construction (other)	ICB	ICB	
	Business		
	First	Additional	
Per Installation Order :	\$100.00	\$100.00	
Per Disconnect Order:	\$35.00	\$35.00	
Premise Work Charge	Business	Residential	
Per Increment	\$12.00	\$12.00	

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## 3.2 <u>Rates and Charges</u>

3.2.6 Single line Residence and Business Line Monthly Rate

The single line is the primary sold on a monthly basis

A. The basic single line for Residence and Business service is provided at the following rate:

	Residence	Business
Base Service*	\$15.00	\$31.00

\*Base service includes 911, and 0+, Operator Assistance

Added Features:	Residence	Business
Call Waiting	\$ 6.00	\$ 6.00
Three-Way Calling	\$ 6.00	\$ 6.00
Call Forwarding	\$ 7.50	\$ 7.50
Everything Features Service	\$15.50	\$15.50

3.2.7 Multi-line line Residence and Business Line Monthly Rate

A. The Multi-line for Residence and Business service is provided at the following rate:

	Residence	Business
Fist Line*	\$15.00	\$45.00
Multi-Line (per line)*	\$14.00	\$31.00

\*Service includes 911, and 0+, Operator Assistance

Added Features (per line)	Residence	Business
Call Waiting	\$ 6.00	\$ 6.00
Three-Way Calling	\$ 6.00	\$ 6.00
Call Forwarding	\$ 7.50	\$ 7.50
<b>Everything Features</b>	\$15.50	\$15.50

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## 3.2 Rates and Charges

3.2.8 Optional Rate Plans

(Reserved for future use)

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## 3.2 <u>Rates and Charges</u>

3.2.9 Late Payment Charges

Interest charges of 1.5% per month will be assessed on all unpaid balances more than thirty days old.

3.2.10 Return Check Charges

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds if the face value does not exceed \$50.00, \$30.00 if the face value does exceed \$50.00 but does not exceed \$300.00, \$40.00 if the face value exceeds \$300.00 or 5% of the value of the check, whichever is greater.

3.2.11 Restoration of Service

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

- 3.2.12 Premises Work Charge Application
  - A. Premises Work Charges apply per Customer request, per Company. If on Company network, a Company employee will be dispatched. If on LEC network, a LEC employee will be dispatched. Said employees will perform billable work on the Customer's Premises. The sum of their time is used to determine the number of fifteen (15) minute increments to be billed. A minimum of two (2) initial increments will be billed per Customer request, except when the Customer specifically request more employees than the Company, or LEC, would normally dispatch. Where additional employees are specifically requested by the Customer, the initial increment charge will also apply per additional Company or LEC employees specifically requested.
  - B. Premises Work Charge apply:
    - 1. For, but not limited to, rearrangement of drop wire, protector and/or network interface.
  - C. The charge for a Network Interface jack applies in addition to the appropriate Premises Work Charges for installing a Network Interface at the Customer's request on existing service.

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## 3.2 Rates and Charges

#### 3.2.13 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on an Individual Case Basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service, or to establish rates for services for which the Company has not yet established generically pricelisted rates. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

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## 3.2 <u>Rates and Charges</u>

#### 3.2.13 Directory Assistance Service

- A. Directory Assistance request of a telephone number (maximum of two request per call)
  - 1. Within the Company's local calling are for the originating line: \$00.76 per call
  - 2. Outside the Company's local and LATA/NPA serving area for the originating line: \$1.25
  - 3. Directory Assistance for Public Service Providers. All calls to Directory Assistance: \$00.35
  - 4. Subscribers who have applied for and received Company certification as being unable to use a telephone directory due to a visual or physical disability. See 3.3 for TRS.
- B. Billing Surcharge for call originating from other than payphone provider lines:
  - 1. Station-to-Station customer dialed calling (credit Card) calls, each: \$1.10
  - Station-to-Station operator assisted sent-paid, collect, third number and non-customer-dialed credit card calls, each: \$2.10
  - 3. Person-to-person operator assisted calls, each: \$3.60
- C. Billing Surcharge for calls originating from payphone provider lines:
  - 1. Station-to-Station customer dialed calling (credit Card) calls, each: \$2.00
  - Station-to-Station operator assisted sent-paid, collect, third number and non-customer-dialed credit card calls, each: \$2.10
  - 3. Person-to-person operator assisted calls, each: \$3.75
- D. Operator Dialed Surcharge:

1. Station-to-station operator assisted or person-to-person-oerator assisted calls (excluding those billed to credit cards) where the operator dials the terminating number, each: \$1.00

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## 3.2 Rates and Charges

## 3.2.14 Contracts

The Company may provide any of the services offered under this price-list, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this price-list do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings, which may be offered by the Company from time to time.

#### 3.2.15 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 will be part of this tariff.

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#### 3.3 <u>Telecommunications Relay Service</u>

The Telecommunications Relay Service (TRS) enables standard voice telephone users to talk to people who have difficulty hearing or speaking on the telephone. Telecommunications Relay Service (TRS) operators, called communications assistants, are available 24 hours daily, seven days a week. When a qualified disabled individual places a call using a TTY phone through this service, a communications assistant will convert spoken words into typed words, so that anyone who has difficulty hearing on the phone can read the conversation. The nondisabled party of the phone conversation can answer the disabled participant verbally, or type a response that a communications assistant reads to the nondisabled individual.

## 3.3.1 TRS Directory Assistance

There shall be no charge for any calls per billing cycle from lines or trunks serving individuals with disabilities.

## 3.3.2 IntraLATA TRS Toll And Nonrelay Toll for the Disabled

For intraLATA toll calls received from the relay service, the Company will when billing relay calls discount relay service calls by 50 percent off of the otherwise applicable rate. For a voice nonrelay call where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent off of the otherwise applicable rate for a voice nonrelay call.

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