# \*\* FLORIDA PUBLIC SERVICE COMMISSION \*

# DIVISION OF COMMUNICATIONS BUREAU OF SERVICE EVALUATION

# **APPLICATION FORM**

for

# AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICE WITHIN THE STATE OF FLORIDA

#### Instructions

- A. This form is used for an original application for a certificate and for approval of sale, assignment or transfer of an existing certificate. In case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee (See Appendix A).
- B. Respond to each item requested in the application and appendices. If an item is not applicable, please explain why.
- C. Use a separate sheet for each answer which will not fit the allotted space.
- D. If you have questions about completing the form, contact:

Florida Public Service Commission Division of Communications Bureau of Service Evaluation 2540 Shumard Oak Blvd. Gunter Building Tallahassee, Florida 32399-0850 (904) 413-6600

E. Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of \$250.00 to:

Florida Public Service Commission Division of Administration 2540 Shumard Oak Blvd. Gunter Building Tallahassee, Florida 32399-0850 (904) 413-6251

FORM PSC/CMU 31 (11/91)

Required by Commission Rule Nos. 25-24.471, 25-24.473, 25-24.480(2)

- 1. Select what type of business your company will be conducting (check all that apply):
  - ( ) Facilities based carrier company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
  - ( ) Operator Service Provider company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
  - ( ) Reseller company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
  - (X) Switchless rebiller company has no switch or transmission facilities but may have a billing computer.

    Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
  - ( ) Multi-Location Discount Aggregator company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers. Then offers the resold service by enrolling unaffiliated customers.
  - (X) Prepaid Debit Card Provider any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

2.	This	is an	application	for	(check	one):
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- (X) Original Authority (New company). Approval of Transfer (To another certificated company). Approval of Assignment of existing certificate (To a ( ) noncertificated company). Approval for transfer of control (To another certificated ( )
- company).
- 3. Name of corporation, partnership, cooperative, joint venture or sole proprietorship:

# Convergent Communications Services, Inc.

- Name under which the applicant will do business (fictitious name, etc.): 4.
- 5. National address (including street name & number, post office box, city, state and zip code):

400 Inverness Drive South, Suite 400 Englewood, Colorado 80112

6.	Florida addre	ss (inc	luding street name	& nun	ber	, post office box, city, state and zip
	None.					
7.	Structure of o	rganiz	ation;			
	(X) ()	Gene	idual gn Corporation ral Partnership	(	)	Corporation Foreign Partnership Limited Partnership
8.	If applicant is proprietor or		<del>-</del>	hip, p	caso	e give name, title and address of solo
	(a)		de proof of complia ouer 620.160 FS), if			the foreign limited partnership statute e.
	(b)	Indica	ate if the individual	ог ап	y of	the partners have previously been:
		(1)		crime,		y incompetent, or found guilty of any whether such actions may result from
		(2)	certificated teleph	one co	omp	stockholder in any other Florida any. If yes, give name of company ger associated with company, give

9.	If	incorporated,	please	give:
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(a) Proof from the Florida Secretary of State that the applicant has authority to operate in Florida.

Corporate charter number: F98000001039

(b) Name and address of the company's Florida registered agent.

CT Corporation System 1200 South Pine Island Road Plantation, Florida 33324

(c) Provide proof of compliance with the fictitious name statute (Chapter 865.09 FS), if applicable.

Fictitious name registration number:

- (d) Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:
  - (1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.

No.

(2) 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.

No.

- 10. Who will serve as liaison with the Commission in regard to (please give name, title, address and telephone number):
  - (a) The application;

Lance J.M. Steinhart 6455 East Johns Crossing, Suite 285 Duluth, GA 30097 770-232-9200

(b) Official Point of Contact for the ongoing operations of the company;

Karen L. Bedell, Director, External Affairs Convergent Communications Services, Inc. 400 Inverness Drive South, Suite 400 Englewood, Colorado 80112 (303) 749-3000

(c) Tariff;

Lance J.M. Steinhart 6455 East Johns Crossing, Suite 285 Duluth, GA 30097 770-232-9200

(d) Complaints/Inquiries from customers;

Karen L. Bedell, Director, External Affairs Convergent Communications Services, Inc. 400 Inverness Drive South, Suite 400 Englewood, Colorado 80112 (800) 335-3811

- 11. List the states in which the applicant:
  - (a) Has operated as an interexchange carrier.

Colorado, Iowa, Oregon and Utah.

(b) Has applications pending to be certificated as an interexchange carrier.

Applicant is in the process of filing Applications in the 48 contiguous states and Hawaii.

(c) Is certificated to operate as an interexchange carrier.

California, Colorado, Iowa, Oregon and Utah.

	(d)	Has been denied authority to the circumstances involved. None.	operate	as a	n interexchange	carrier and								
	(e)	Has had regulatory penalties imposed for violations of elecommunications statutes and the circumstances involved.												
	<b>(f)</b>	Has been involved in civil cocarrier, local exchange compand the circumstances involved	pany or ot		•	_								
		None.												
12.	What services	will the applicant offer to ot	her certifi	icate	d telephone co	mpanies:								
	( ) ( ) ( )	Facilities Billing and Collection Maintenance Other:	(	)	Operators Sales									
	None.													
13.	Do you have	a marketing program?												
	Yes.													
14.	(X) ()	rketing program: Pay commissions? Offer sales franchises? Offer multi-level sales incen Offer other sales incentives?												

15.	Explain any of the offers checked in question 14 (To whom, what amount, type of
	franchise, etc.).

Applicant will pay commissions to sales representatives.

16. Who will receive the bills for your service (Check all that apply)?

( )	()	Residential customers	(X)	Business customers
(	)	PATS providers	( )	PATS station end-users
(	)	Hotels & motels	( )	Hotel & motel guests
(	)	Universities	( )	Univ. dormitory residents
(	)	Other (specify):		

- 17. Please provide the following (if applicable):
  - (a) Will the name of your company appear on the bill for your services, and if not who will the billed party contact to ask questions about the bill (provide name and phone number) and how is this information provided?

Applicant's name and toli free number will appear on all end-users' bills.

(b) Name and address of the firm who will bill for your service.

The Company intends to direct bill customers utilizing real-time completed call detail information from its underlying carriers.

- 18. Please provide all available documentation demonstrating that the applicant has the following capabilities to provide interexchange telecommunications services in Florida.
  - A. Financial capability.

Regarding the showing of financial capability, the following applies:
The application should contain the applicant's financial statements for the most recent 3 years, including:

- 1. the halance sheet
- 2. income statement
- statement of retained earning.

Further, a written explanation, which can include supporting documentation, regarding the following should be provided to show financial capability.

- 1. Please provide documentation that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
- 2. Please provide documentation that the applicant has sufficient financial capability to maintain the requested service.
- 3. Please provide documentation that the applicant has sufficient financial capability to meet its lease or ownership obligations.

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.

If available, the financial statements should be audited financial statements. If the applicant does not have audited financial statements, it shall be so stated. The unaudited financial statements should then be signed by the applicant's chief executive officer and chief financial officer. The signatures should affirm that the financial statements are true and correct.

B. Managerial capability.

See Attached.

C. Technical capability.

Applicant will use the network services of its underlying carrier to provide services to customers in the State of Florida.

19. Please submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24 482 (example enclosed).

See Attached. 20. The applicant will provide the following interexchange carrier services (Check all that apply): MTS with distance sensitive per minute rates Method of access is FGA Method of access is FGB Method of access is FGD Method of access is 800 MTS with route specific rates per minute Method of access is FGA Method of access is FGB Method of access is FGD Method of access is 800 MTS with statewide flat rates per minute (i.e. not distance sensitive) Method of access is FGA Method of access is FGB Method of access is FGD Method of access is 800 MTS for pay telephone service providers Block-of-time calling plan (Reach out Florida, Ring America, etc.) X 800 Service (Toli free) X WATS type service (Bulk or volume discount) X Method of access is via dedicated facilities X Method of access is via switched facilities Private Line services (Channel Services) (For ex. 1.544 mbs., DS-3, etc.)

	<u>X</u>	Travel Service
		Method of access is 950
	<u>X</u>	Method of access is 800
		900 service
	_	Operator Services
		Available to presubscribed customers
		Available to non presubscribed customers (for example to patrons of hotels,
		students in universities, patients in hospitals)
		Available to inmates
	Service	es included are:
		Station assistance
		Person to Person assistance
	_	Directory assistance
		Operator verify and interrupt
		Conference Calling
21.	What d	oes the end user dial for each of the interexchange carrier services that were
		in services included (above).
	1 (or 1	01XXXX) +area code+number or 1-800-XXX-XXXX
21.	<u>_x</u> _	Other:

# \*\* APPENDIX B \*\*

# CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

A statement of how the Commission can be assured of the security of the customer's deposits and advance payments may be responded to in one of the following ways (applicant please check one):

- () The applicant will not collect deposits nor will it collect payments for service more than one month in advance.
- ( ) The applicant will file with the Commission and maintain a surety bond in an amount equal to the current balance of deposits and advance payments in excess of one month. (Bond must accompany application.)

UTILITY OFFICIAL:

7-28-98 Date

Martin E. Freidel

Exac. VP & General Counsel 303-749-3000
Title Telephone No.

# \*\* APPLICANT ACKNOWLEDGEMENT STATEMENT \*\*

- 1. REGULATORY ASSESSMENT FEE: I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its 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.
- GROSS RECEIPTS TAX: I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
- SALES TAX: I understand that a seven percent sales tax must be paid on intra and interstate revenues.
- 4. APPLICATION FEE: A non-refundable application fee of \$250.00 must be submitted with the application.
- 5. RECEIPT AND UNDERSTANDING OF RULES: I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding AAV service.
- 6. ACCURACY OF APPLICATION: By my signature below, I the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application and associated attachments. I have read the foregoing and declare that to the best of my knowledge and belief, the information is a true and correct statement. 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.

UTILITY OFFICIAL:

Pigintime

Martin E. Freidel

Exec. VP & General Counsel 303-749-3000

Title Telephone No.

# LIST OF ATTACHMENTS

PROPOSED TARIFF

FINANCIAL INFORMATION

MANAGEMENT INFORMATION

# PROPOSED TARIFF

PSC TARIFF NO. 1 ORIGINAL SHEET 1 , E

# TITLE SHEET

# FLORIDA TELECOMOUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by Convergent Communications Services, Inc. ("CCSI"), with principal offices at 400 Inverness Drive South, Suite 400, Englewood, Colorado 80112. This tariff applies for telecommunications services furnished within the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

Issued: July 31, 1998

By: Karen L. Bedell, Director, External Affairs

Convergent Communications Services, Inc.

400 Inverness Drive South, Suite 400

Englewood, Colorado 80112

CHECK SHEET

The Sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom right-hand side of this sheet.

SHEET	REVISION
1	Original*
2	Original.
3	Original*
4	Original*
5	Original*
6	Original*
7	Original*
8	Original*
9	Original*
10	Original*
11	Original*
12	Original*
13	Original*
14	Original*
15	Original*
16	Original*
17	Original*
18	Original*
19	Original*
20	Original*
21	Original*
22	Original*
23	Original*
24	Original*
25	Original*
26	Original*
27	Original*
28	Original*
29	Original*

 Original or Revised Sheet Included in the most recent tariff filing

Issued: July 31, 1998

By:

Effective:

Karen L. Bedell, Director, External Affairs Convergent Communications Services, Inc. 400 Inverness Drive South, Suite 400 Englewood, Colorado 80112

# CONVERGENT COMMUNICATIONS SERVICES, INC.

PSC TARIFF NO. 1 ORIGINAL SHEET 3

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Table																													
Symbol																													
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Section																													

By:

PSC TARIFF NO. 1 ORIGINAL SHEET 4

#### SYMBOLS

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 Tariff Location
- N New
- R Change Resulting In A
  - Reduction to A Customer's Bill
- T Change in Text or Regulation But No Change In Rate or Charge

#### TARIFF FORMAT

- 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 pages 11 and 12 would be page 11.1.
- B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets 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:

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2.

2.1.

2.1.1.A.

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)
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D. Check Sheets: When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current Revision Number. When new sheets 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 sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

Issued: July 31, 1998

Effective:

#### SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to CCSI's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable CCSI to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

<u>Commission</u> - Used throughout this tariff to mean the Florida Public Service Commission.

<u>Customer</u> - The person, firm, corporation or other legal entity which orders the services of CCSI or purchases a CCSI Prepaid Calling Card and/or originates prepaid calls using such cards, and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

<u>Company or CCSI</u> - Used throughout this tariff to mean Convergent Communications Services, Inc., a Colorado corporation.

Holiday - New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holidays shall be billed at the evening rate from 8 a.m. to 11 p.m. After 11 p.m., the lower night rate shall go into effect.

<u>Prepaid Account</u> - An inventory of Telecom Units purchased in advance by the Customer, and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card.

<u>Prepaid Calling Card</u> - A card issued by the Company, containing an Authorization Code which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

Issued: July 31, 1998

Effective:

Raren L. Bedell, Director, External Affairs
Convergent Communications Services, Inc.
400 Inverness Drive South, Suite 400
Englewood, Colorado 80112

# CONVERGENT COMMUNICATIONS SERVICES, INC.

PSC TARIFF NO. 1 ORIGINAL SHRET 7

<u>Telecom Unit</u> - A measurement of telecommunications service equivalent to one minute of usage between any two points within the State of Florida.

<u>Telecommunications</u> - The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

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

Effective:

#### SECTION 2 - RULES AND REGULATIONS

#### 2.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by CCSI for telecommunications between points within the State of Florida. services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement. The Company does not own any switching, transmission or other physical facilities in Florida.

2.1.1 The services provided by CCSI are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.

Issued: July 31, 1998 Effective:

- The rates and regulations contained in this 2.1.2 tariff apply only to the resale services furnished by CCSI and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of CCSI.
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

#### 2.2 Use and Limitations of Services

- 2.2.1 CCSI's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- The use of CCSI's services to make calls 2.2.2 which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of CCSI's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

Issued: July 31, 1998

By:

Effective:

Karen L. Bedell, Director, External Affairs Convergent Communications Services, Inc. 400 Inverness Drive South, Suite 400 Englewood, Colorado 80112

- 2.2.4 CCSI's services are available for use 24 hours per day, 365 days per year.
- 2.2.5 CCSI does not transmit messages, but the services may be used for that purpose.
- 2.2.6 CCSI's services may be denied for nonpayment of charges or for other violations of this tariff subject to Section 2.5.1 herein.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

#### 2.3 Liability of the Company

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.

Issued: July 31, 1998

Effectives

- 2.3.4 The Company's liability, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company, except as ordered by the Commission.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express or implied, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

By:

#### 2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by CCSI on the Customer's behalf.
- 2.4.3 If required for the provision of CCSI's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to CCSI.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to CCSI and the Customer when required for CCSI personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of CCSI's services.
- 2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of CCSI's equipment to be maintained within the range normally provided for the operation of microcomputers.
- 2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with CCSI's facilities or services, that the signals emitted into CCSI's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signal do not

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By: Karen L. Bedell, Director, External Affairs
Convergent Communications Services, Inc.
400 Inverness Drive South, Suite 400
Englewood, Colorado 80112

#### Section 2.4.6 Continued

damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with the telephone network, CCSI will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to CCSI equipment, personnel or the quality of service to other Customers, CCSI may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, CCSI may, upon written notice, terminate the Customer's service.

- 2.4.7 The Customer must pay CCSI for replacement or repair of damage to the equipment or facilities of CCSI caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.4.8 The Customer must pay for the loss through theft of any CCSI equipment installed at Customer's premises.
- 2.4.9 If CCSI installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.
- 2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

Issued: July 31, 1998

Effective:

By: Raren L. Bedell, Director, External Affairs
Convergent Communications Services, Inc.
400 Inverness Drive South, Suite 400
Englewood, Colorado 80112

# 2.5 Cancellation or Interruption of Services

- 2.5.1 Without incurring liability, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, CCSI may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:
  - 2.5.1.A For nonpayment of any sum due CCSI for more than thirty (30) days after issuance of the bill for the amount due.
  - 2.5.1.B For violation of any of the provisions of this tariff,
  - 2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over CCSI's services, or
  - 2.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting CCSI from furnishing its services.
- 2.5.2 Without incurring liability, CCSI may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and CCSI's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

- 2.5.3 Service may be discontinued by CCSI without notice to the Customer, by blocking traffic to certain counties, cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when CCSI deems it necessary to take such action to prevent unlawful use of its service. CCSI will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.
- 2.5.4 The Customer may terminate service upon verbal or written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage and be responsible for payment until the Customer or its agent notifies its local exchange carrier and changes its long distance carrier.

#### 2.6 Credit Allowance

- 2.5.1 Credit may be given for disputed calls, on a per call basis.
- 2.5.2 Credit shall not be issued for unavailability of long distance services.

#### 2.7 Deposit

The Company does not require deposits.

#### 2.8 Advance Payments

The Company requires advance payments for recurring and non-recurring charges. This will be applied against the next month's charges, and if necessary, a new advance payment will be collected for the next month.

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By:

Effective:

Karen L. Bedell, Director, External Affairs Convergent Communications Services, Inc. 400 Inverness Drive South, Suite 400 Englewood, Colorado 80112

#### 2.9 Payment and Billing

- 2.9.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Charges are due and payable within 30 days after the invoice date.
- 2.9.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, subscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, subscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.

# 2.10 Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated services, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

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Effectives

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#### 2.11 Taxes

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein.

If an entity other than the Company (e.g., another carrier or supplier) imposes charges on the company, in addition to its own internal costs, in connection with a service for which the Company's non-recurring charge is specified, those charges will be passed on to the Customer.

# 2.12 Late Charge

A late fee will be charged on any past due balances as set forth in Section 4.16 of this tariff.

# 2.13 Returned Check Charge

A fee, as set forth in Section 4.11 of this tariff, will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

#### 2.14 Location of Service

The Company will provide service to Customers within the State of Florida.

# 2.15 Sale of Telecommunications Services to Uncertified IXCs Prohibited

Customers reselling or rebilling the Company's telecommunications services must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Commission.

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#### SECTION 3 - DESCRIPTION OF SERVICE

# 3.1 Computation of Charges

- 3.1.1 The total charge for each completed call will be dependent only on the duration of the call, as a statewide flat rate per minute charge. All calls are rounded up to the next whole increment.
- 3.1.2 Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in the NPA-NXX V&H Coordinates Tape and Bell's NECA Tariff No. 4.

#### Formula:

$$\frac{(V1-V2)^2 + (H1-H2)^2}{10}$$

- 3.1.3 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing andio tone detection. Timing for each call ends when either party hangs up.
- 3.1.4 CCSI will not bill for uncompleted calls.

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#### 3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

400 Inverness Drive South, Suite 400 Englewood, Colorado 80112 (800) 335-3811

Any objection to billed charges should be reported promptly to CCSI or its billing agent. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. A Customer who is unable to resolve a billing dispute with the Company may contact the Commission by telephone at 1-800-342-3552 to intervene in the billing dispute.

# 3.3 Level of Service

A Customer can expect end to end network availability of not less than 99% at all times for all services.

#### 3.4 Billing Entity Conditions

When billing functions on behalf of CCSI or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. CCSI's name and toll-free telephone number will appear on the Customer's bill.

#### 3.5 Service Offerings

#### 3.5.1 Easy Access

A switched Long Distance Product that does not require the customer to purchase any other product or combination of products. Usually purchased by a customer on a call in basis or as a "trial" service to test the services of Convergent Communications.

#### 3.5.2 Executive Network

A switched Long Distance Product that requires the purchase of at least one other Long Distance Product. Usually purchased by a customer in conjunction with Toll Free type service or travel cards.

#### 3.5.3 Network Plus

A switched Long Distance Product that requires the purchase of another product not part of the Long Distance Product Family. Usually purchased by a customer in conjunction with other ENS services such as Frame Relay, Internet Services, WAN/LAN, and equipment.

#### 3.5.4 V.I.P. Network

A switched Long Distance Product that requires the purchase of multiple products, not part of the Long Distance Product Family. Usually purchased by a customer in conjunction with other ENS services such as Frame Relay, Internet Services, WAN/LAN, and equipment.

#### 3.5.5 E.N.S.

A dedicated Long Distance Product that requires the purchase of an ENS product with Dedicated Access Line charges not included. Usually purchased by a customer in conjunction with other ENS services such as Frame Relay, Internet Services, WAN/LAN, and equipment, ENS calls will be billed on the basis of 6 seconds minimum and additional increments of 6 seconds thereafter.

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#### 3.5.6 E.N.S. Plus

A dedicated Long Distance Product that requires the purchase of an ENS product with Dedicated Access Line charges included. Usually purchased by a customer in conjunction with other ENS services such as Frame Relay, Internet Services, WAN/LAN, and equipment. ENS Plus calls will be billed on the basis of 6 seconds minimum and additional increments of 6 seconds thereafter.

# 3.5.7 Employee Service

A switched Long Distance Product that does not require the employee to purchase any other product or combination of products. Only available to Convergent Communications' employees or designated contractors. Contractors must be approved by the Human Resource Department prior to placing order for service.

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By: Karen L. Bedell, Director, External Affairs

Karen L. Bedell, Director, External Affairs Convergent Communications Services, Inc. 400 Inverness Drive South, Suite 400 Englewood, Colorado 80112

## 3.5.8 Calling Card Services

## 3.5.8.A Convergent Access Service

Convergent Access Service is designed for Customers who travel or make long distance calls away from their primary service location. Convergent may pass through and bill Customerinitiated charges made to BOC calling. Calling Card calls will be billed on the basis of 60 seconds minimum and additional increments of 6 seconds thereafter.

## 3.5.8.B Travel Card, Debit Card, and Conference Services

Travel Card Service, Debit Card Service, and Conference Services are available.

Travel Card Service enables a customer to place phone calls anywhere within the State of Georgia or to manage card usage through speed dialing and account codes.

Debit Card service enables customer to place prepaid phone calls anywhere within the State of Georgia.

Conference Service is an operator established service. It enables a Customer to place a telephone call between a calling party and one or more called parties using the Customer's calling card. Operator handled conference services are established by an operator for parties when at least on of the called parties in a different state than the calling party. Convergent, upon request, will establish conference call at a Customer specified time.

## 3.5.8.C CCSI Prepaid Calling Cards

This service permits use of Frepaid Calling Cards for placing long distance calls. Customers may purchase CCSI Prepaid Calling Cards at a variety of retail outlets or through other distribution channels. CCSI Prepaid Calling Cards are available at face values of five dollars (\$5.00), ten dollars (\$10.00), and twenty dollars (\$20.00). CCSI Prepaid Calling Card service is accessed using the CCSI toll-free number printed on the The caller is prompted by an automated voice response system to enter his/her Authorization Code, and then to enter the terminating telephone number. CCSI's processor tracks the call duration on a real time basis to determine the number of Telecom Units consumed. The total consumed Telecom Units for each call is deducted from the remaining Telecom Unit balance on the Customer's CCSI Prepaid Calling Card.

All calls must be charged against Prepaid Calling Card that has a sufficient Telecom Unit balance. A Customer's call will be interrupted with an announcement when the balance is about to be depleted.

Calls in progress will be terminated by the Company if the balance on the CCSI Prepaid Calling Card is insufficient to continue the call and the Customer fails to enter the number of another valid CCSI Prepaid Calling Card prior to termination.

A card will expire 12 months from the date of purchase, or the date of last recharge, whichever is later. The Company will not refund unused balances.

A credit allowance for CCSI Prepaid Calling Card Service is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. To receive the proper credit, the Customer must notify the Company at the designated toll-free customer service number printed on the CCSI Prepaid Calling Card and furnish the called number, the trouble experienced (e.g. cut-off, noisy circuit, etc.), and the approximate time that the call was placed.

When a call charged to an CCSI Prepaid Calling Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the Customer will receive a credit equivalent of one Telecom Unit.

Credit allowances for calls pursuant to CCSI Prepaid Card Service do not apply for interruptions not reported promptly to the Company or interruptions that are due to the failure of power, equipment or systems not provided by the Company.

Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.

The Company will block all calls beginning with the NPA "900" and NXX "976" calls, therefore such calls can not be completed.

By:

PSC TARIFF NO. 1 ORIGINAL SHEET 25

## 3.5.9 Toll Free Services

## Convergent Standard Toll Free Service

Upon availability, convergent Standard Toll Free Service provides Customers with a Toll Free number using the 1-800-XXX-XXXX format. When switching from their former Toll Free service provider to Convergent standard Toll Free service, Customers may retain their existing Toll Free number.

## 3.5.10 Directory Assistance

Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

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ORIGINAL SHEET 26

## 3.6 Specialised Pricing Arrangements

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

## 3.7 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

## 3.8 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission of such offerings as required by Commission rules and regulations.

By:

## SECTION 4 - RATES

## 4.1 Easy Access Rates

\$0.1350 per minute Calls are billed based on an 18-second minimum and additional increments of six seconds thereafter.

#### 4.2 Executive Network Rates

\$0.1300 per minute Calls are billed based on an 18-second minimum and additional increments of six seconds thereafter.

#### 4.3 Network Plus Rates

\$0.1250 per minute Calls are billed based on an 18-second minimum and additional increments of six seconds thereafter.

#### 4.4 VIP Network Plus Rates

\$0.1200 per minute Calls are billed based on an 18-second minimum and additional increments of six seconds thereafter.

#### 4.5 ENS Rates

\$0.0750 per minute
Calls are billed in six-second increments.

## 4.6 ENS Plus Rates

\$0.0800 per minute Calls are billed in six-second increments.

## 4.7 Employee Service Rates

\$0.1300 per minute Calls are billed based on an 18-second minimum and additional increments of six seconds thereafter.

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## 4.8 Calling Card Service Rates

- 4.8.1 Travel Cards
  Switched service \$0.2450 per minute
  Dedicated service \$0.2100 per minute
  Calls are billed based on one-minute minimum and additional increments of six seconds thereafter.
- 4.8.2 <u>Prepaid Calling Cards</u> \$0.3300 Per Telecom Unit Calls are billed in one-minute increments.

#### 4.9 Toll Free Service Rates

	<u>Per Minute</u>
Easy Access Service	0.1050
Executive Network	0.1000
Network Plus	0.0950
VIP Network	0.0900
ENS	0.0750
ENS Plus	0.0850
Employee	0.0950

A \$10 per month per number service charge applies. Calls are billed based on an 18-second minimum and additional increments of six seconds thereafter.

## 4.10 Directory Assistance

\$.63 per listing requested

# 4.11 Returned Check Charge

\$25.00

## 4.12 Payphone Dial Around Surcharge

A dial around surcharge of \$.35 per call will be added to any completed INTRAstate toll access code and subscriber 800/888 type calls placed from a public or semi-public payphone.

Effective:

# 4.13 Universal Service Fund Assessment & Presubscribed Interexchange Carrier Charge

The Customer will be assessed a monthly federal Universal Service Fund Contribution charge on all telecommunications services, which in no event shall be less than the prevailing contribution percentage rate charged the Company on intrastate traffic by the Universal Service Administrative Company (or any successor). A Presubscribed Interexchange Carrier Charge ("PICC") applies on a monthly basis to all Customer monthly bills at the prevailing rate.

## 4.14 Rates Applicable for Hearing/Speech Impaired Persons

For intrastate toll messages which are communicated using a telecommunications device for the deaf (TDD) by properly certified business establishments or individuals equipped with TDDs for communications with hearing or speech impaired persons, the rates shall be evening rates for daytime calls and night rates for evening and night calls. Intrastate toll calls received from the relay service, each local exchange and interexchange telecommunications company billing relay call will be discounted by 50 percent of the applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call will be discounted 60 percent off the applicable rate for voice nonrelay calls. Florida Public Service Commission Rules and Regulations require the Company to provide the first 50 directory

Florida Public Service Commission Rules and Regulations require the Company to provide the first 50 directory assistance calls initiated per billing cycle by handicapped persons free of charge.

#### 4.15 Employee Concessions

Rates for employees are set forth above.

## 4.16 Late Charge

1.5% monthly or the amount otherwise authorized by law, whichever is lower.

Issued: July 31, 1998

Effective:

y: Raren L. Bedell, Director, External Affairs
Convergent Communications Services, Inc.
400 Inverness Drive South, Suite 400
Englewood, Colorado 80112

# FINANCIAL INFORMATION

# MANAGEMENT INFORMATION



Mr. Evans formerly served as the former Chief Financial Officer and Executive Vice President of ICG Communications, Inc., one of the largest publicly traded competitive local exchange carriers (CLEC) in the United States and one of Colorado's fastest growing companies.

Prior to his five-year tenure at ICG, Mr. Evans was Group Controller of the Electrical Products Group of Shaw Industries from 1989 to 1991. From 1983 to 1989, he held various senior management positions in the accounting and treasury functions with Northern Telecom Canada Ltd., including strategic financial planning, analysis and budgeting.

He held various audit and management information systems positions during his six years (1978-1983) with Coopers & Lybrand. A 1978 graduate of McMaster University (with majors in Finance and Computer Science), Nic. Evans obtained his Chartered Accountancy designation while at Coopers & Lybrand in 1981. He has formal post-graduate training at Queen's University in Management Information Systems Consulting and received post-graduate training at Harvard Rusiness School

## Keith V. Burge

President, Chief Operating Officer, Director and Founder

Mr. Burge brings 19 years of data communications experience to Convergent Communications.

Mr. Burge was founder, Chief Executive Officer and Chief Operating Officer of Fiber Optic

Technologies, Inc. (FOTI), a leading national network services integrator specializing in the design, implementation and support of high-speed data communication networks.

After founding FOTI in 1986, Mr. Burge was responsible for formulating and executing a disciplined plan that allowed FOTI to realize 90% annualized growth, culminating with revenues of \$65 million in 1995 with 550 employees in thirteen offices throughout the western United States. This explosive growth garnered FOTI the distinction by Inc. magazine as the "nation's 86th fastest growing private company in 1992" and in 1993, FOTI was designated as the 178th fastest growing company in Colorado.

Prior to founding FOTI, Mr. Burge was employed by Digital Equipment Corporation for nine years. From 1983 to 1986, Mr. Burge was a senior sales executive serving the higher education market throughout Colorado and Wyoming. In 1981, he was selected to manage a newly formed "services" sales unit focused on selling Digital's Field Service products. Mr. Burge received a Bachelors of Science degree in 1976 from South Dakota State University.

#### Philip G. Allen

Executive Vice President, Director and Founder

Mr. Allen is responsible for Investor Relations and Corporate Communications for the Company.

Prior to co-founding Convergent in December 1995, Mr. Allen was Vice President of Investor Relations and Corporate Communications for ICG Communications, Inc. He and his staff built, developed and managed a proactive Investor Relations program.

From 1986 to 1992, Mr. Allen was President and owned Allen & Company Business Communications, a communications company specializing in business development and the design and production of marketing materials in the communications field. His clients included U S West companies, AT&T and MCI. He also owned and operated a long distance resale company in Colorado and developed a comprehensive sales program for one of Colorado's leading communications equipment companies. Mr. Allen also was an advisor to senior management at what is now Ameritech and U S West from 1976 to 1986, where he worked in various media relations, public policy and executive support areas.

Mr. Allen was an Associate Faculty member of Indiana-Purdue University, Indianapolis, and a General Assignment reporter for the Indianapolis News. He received undergraduate and graduate degrees in English and Mass Communications, respectively, from Indiana University in 1971 and 1976.

Martin E. Freidel

Executive Vice President & General Counsel

Prior to joining Convergent Communications, Mr. Freidel served as Special Counsel for the law firm of Miller & Weich, LLC in Denver, Colorado.

From December 1992 until December 1996, Mr. Freidel was Vice President and General Counsel of ICG Communications, Inc., and its subsidiaries. Prior to joining ICG, he served as Vice President - Regulatory for LDDS Communications, Inc. (now WorldCom) and Vice President and General Counsel for MidAmerican Technologies, Inc., MidAmerican Communications, Inc. and Republic Telecom Services, Inc., which were purchased by LDDS in 1991.

Mr. Freidel holds a Juris Doctor from the Creighton University School of Law and a BSBA from Creighton University.

He has held positions with various telecommunications industry associations and other professional associations, including CompTel's legal affairs committee, CompTel of Missouri (Vice President, Treasurer and a director), and a member of the advisory committee to the Colorado Chapter of the American Society of Corporate Secretaries and currently Treasurer of that organization. Mr. Freidel also is a member of the American Corporate Counsel Association, the Colorado Association of Corporate Counsel, the American Bar Association, the Colorado Bar Association, the Denver Bar Association, the District of Columbia Bar and the Nebraska State Bar. He is admitted to practice law in the States of Colorado and Nebraska, the District of Columbia, the United States District Courts for the Districts of Colorado and Nebraska and the 10th Circuit Court of Appeals.

John J. Phibbs

Vice President, Chief Financial Officer and Treasurer

Mr. Phibbs was named Chief Financial Officer of Convergent Communications in March 1998. Previously he served as Vice President, Finance and Administration.

Prior to joining Convergent in March 1997, he held a variety of financial positions with ICG Communications, Inc., from 1991 through 1997. Most recently he held the position of Vice President, Accounting, and previously, Vice President, Financial Planning and Analysis.

From 1985 to 1991, Mr. Phibbs was employed in the aerospace industry, holding various financial positions at Lockheed Martin and McDonnell Douglas. He received his MBA in Finance and Accounting from Regis University in 1989, and his BSBA in Business Management from the University of Denver in 1985.

Lance J.M. Steinhart Attorney At Law

6455 East Johns Crossing Suite 285 Duluth, Georgia 30097

DEPOSIT

DATE

D823m

AUG 03 1998

Also Admitted in New York and Maryland

Telephone: (770) 232-9200 Facsimile: (770) 232-9208

July 30, 1998

## VIA OVERNIGHT DELIVERY

Florida Public Service Commission Division of Administration 2540 Shumard Oak Blvd. Gunter Bldg. Tallahassee, Florida 32399-0850

Check received with filting and forwarded to Fiscal for deposit. Fiscal to forward a copy of check to RAR with proof of deposit.

Injujate of person who forwarded oheck:

Re: Convergent Communications Services, Inc.

## Dear Sir/Madam:

Enclosed please find one original and twelve (12) copies of Convergent Communications Services, Inc.'s Application for Authority to Provide Interexchange Telecommunications Serviced Within the State of Florida, along with an original and twelve (12) copies of Convergent Communications Services, Inc.'s proposed tariff.

Convergent Communications Services, Inc. has sufficient financial capability to provide the requested service in the State of Florida and has sufficient financial capability to maintain the requested service and to meet its lease or ownership obligations. In support of Convergent Communications Services, Inc.'s stated financial capability, copies of its financial statements for the years ended December 31, 1995, 1996 & 1997 respectively are being submitted under

012505

8

CONVERGENT COMMUNICATIONS

400 INVERNESS DRIVE SOUTH SUITE 400 ENGLEWOOD, CO 80112 TEL: 303-749-3000

With the County of Land St.

23-7/1020

DATE

**AMOUNT** 

17-JUL-98

\*250.00

Two Hundred Fifty Dollars And 00 Cents

TO THE SSIDER OF

PAY

FLORIDA PUBLIC SERVICE COMMISSION 2540 SHUMARD OAK BOULEVARD TALLAHASSEE, FL 32399-0850

CHECK YOLD AFTER 90 DAYS

- 1815 PAZ 689/

250.000