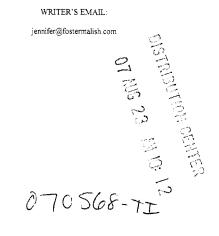
#### FOSTER MALISH BLAIR & COWAN, L.L.P.

Jennifer L. Washington, CP Paralegal

ATTORNEYS AND COUNSELORS AT LAW A REGISTERED LIMITED LIABILITY PARTNERSHIP 1403 WEST SIXTH STREET AUSTIN, TEXAS 78703 (512) 476-8591 FAX: (512) 477-8657 www.fostermalish.com

August 22, 2007



Via UPS Next Day Air

Ann Cole, Commission Clerk Florida Public Service Commission 2540 Shumard Oak Blvd. Tallahassee, Florida 32399-0850

> Re: dPi Teleconnect, LLC - Interexchange Carrier (IXC) Registration Form, IXC Tariff

Dear Ms. Cole:

Per request from Ms. Melinda Watts with the Commission, please find enclosed for filing are the originals and two (2) copies each of dPi Teleconnect, LLC's IXC registration form and IXC tariff. Please file and return a file-marked copy of each to this office; a self-addressed, stamped envelope is enclosed.

Thank you for your time and assistance. If you should have any questions, please do not hesitate to call.

Very truly yours,

Jennifer L. Washington, CP

Paralegal

RECEIVED-PPS( AUG 23 PM 2:

Enclosures

Drigue Tariff forwardel

DOCUMENT NUMBER - PATE 07531 AUG 23 5 **FPSC-COMMISSION CLERK** 

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#### IXC REGISTRATION FORM

Company NamedPi T	eleconnect, LLC	
Florida Secretary of State Registration No. 752793726		
Fictitious Name(s) as filed at Fla. Sec. of State		
Company Mailing Name	dPi Teleconnect, LLC	
Mailing Address	2997 LBJ Freeway, Suite 225, Dallas, TX 75234	
Web Address	www.dpiteleconnect.com	
E-mail Address	brian.bolinger@dpiteleconnect.com	
Physical Address	same as mailing address	
Company Liaison	Brian Bolinger	
Title	Vice President of Legal Affairs	
Phone	(972) 488-5500 X4018	
Fax	(972) 488-8636	
E-mail address	brian.bolinger@dpiteleconnect.com	
Consumer Liaison to PSC	same as Company Liaison	
Title		
Address		
Phone		
Fax		
E-mail address		

My company's tariff as required in Section 364.04, Florida Statutes, is enclosed with this form. I understand that my company must notify the Commission of any changes to the above information pursuant to Section 364.02, Florida Statutes. My company will owe Regulatory Assessment Fees for each year or partial year my registration is active pursuant to Section 364.336, Florida Statutes. My company will comply with Section 364.603, Florida Statutes, concerning carrier selection requirements, and Section 364.604, Florida Statutes, concerning billing practices.

ignature of Company Representative

Brian Bolinger

Printed/Typed Name of Representative

Date

Form PSC/CMP-31 (Rev 8/05)

or

DOCUMENT NUMBER-DATE

# TITLE SHEET

## FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by dPi Teleconnect, LLC, with principal offices at 2997 LBJ Freeway, Suite 225, Dallas, Texas 75234. This tariff applies for 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.

## CHECK SHEET

The sheets listed below, which are inclusive 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 of the bottom of this page.

SHEET	REVISION
1 2 3 4 5 6 7 8	Original Original Original Original Original Original Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original

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Section 3 - Description of Service12	2
Section 4 – Rates	3

## SYMBOLS SHEET

- **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 SHEETS

**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 FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc, the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff 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).l. 2.1.1.A.1.(a).l.(i). 2.1.1.A.1.(a).l.(i).(1).

**D.** Check Sheets - When a tariff filing is made with the FPSC, 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 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 tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

ISSUED: August 23, 2007

EFFECTIVE: August 23, 2007

#### **SECTION 1** - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the customer's location to the Company's network switching center.

Authorization Code - 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 an to identify the customer for billing purposes.

Company or Carrier – dPi Teleconnect, LLC

Customer - the person, firm, corporation or other entity which orders service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

Day - From 8:00 AM up to but not including 5:00 PM local time Sunday through Friday.

Evening - From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

Holidays - The Company's recognized holidays are New Year's Day, July 4th, Thanksgiving Day, Christmas Day.

Night/Weekend - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

## **SECTION 2** - RULES AND REGULATIONS

## 2.1 Undertaking of the Company

The Company's services and facilities are furnished for communications originating at specified points within the state of Florida under terms of this tariff.

The Company's operates the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities. The customer shall be responsible for all charges due for such service arrangement.

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

#### 2.2 Limitations

- 2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.
- 2.2.2 The Company's reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control: or when the customer is using service in violation of the law or the provisions of this tariff.

## 2.2 Limitations (Cont.)

- 2.2.3 All services provided under this tariff are directly controlled by the Company and the customer may not transfer or assign the use of service, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service.
- 2.2.4 All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

## 2.3 Liabilities of the Company

- 2.3.1 The Company's liability arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which the aforementioned faults in transmission occur, unless ordered by the Commission.
- 2.3.2 The Company shall be indemnified and held harmless by the customer against:
- (A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over the Company's facilities.
- (B) All other claims arising out of any act or omission of the customer in connection with any service or facility provided by the Company.

#### 2.4 Interruption of Service

- 2.4.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the customer, or due to the failure of channels or equipment provided by the customer, are subject to the general liability provisions set forth in Subsection 2.3.1. It shall be the customer's obligation to notify the Company immediately of any service interruption for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by the customer within his control, or equipment, if any, furnished by the customer and connected to the Company's facilities. No refund or credit will be made for the time that the Company stands ready to repair the service and the subscriber does not provide access to the Company for such restoration work.
- 2.4.2 No credit shall be allowed for an interruption of a continuous duration of less than twenty-four hours after the subscriber notifies the Company.
- 2.4.3 The customer shall be credited for an interruption of more than twenty-four hours as follows:

Credit Formula:

Credit =  $A/720 \times C$ 

"A" - outage time in hours

- "B" each month is considered to have 720 hours
- "C" total monthly charge for affected facility

#### 2.5 Disconnection of Service by Carrier

The company (carrier), upon 5 working days written notice to the customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- 2.5.1 Non-payment of any sum due to carrier for regulated service for more than thirty days beyond the date of rendition of the bill for such service.
- 2.5.2 A violation of any regulation governing the service under this tariff.
- 2.5.3 A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.
- 2.5.4 Service may be disconnected without notice for tampering with company equipment, for interfering with the service to other customers, for fraud, or in the event of a hazardous condition.

#### 2.6 Deposits

The Company does not require a deposit from the customer.

## 2.7 Advance Payments

For customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.

## 2.8 <u>Taxes</u>

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed on customer bills as separate line items and are not included in the quoted rates.

#### 2.9 Billing of Calls

All charges due by the subscriber are payable at any agency duly authorized to receive such payments. Any objection to billed charges should be promptly reported to the Company. 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.

## **SECTION 3** - DESCRIPTION OF SERVICE

## 3.1 Timing of Calls

#### 3.1.1 When Billing Charges Begin and End For Phone Calls

If applicable, the customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver, (i.e. when 2 way communication, often referred to as "conversation time" is possible.). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

#### 3.1.2 Billing Increments

The minimum call duration for billing purposes is 1 minute for a connected call and calls beyond 1 minute are billed in 1 minute increments.

#### 3.1.3 Per Call Billing Charges

If applicable, billing will be rounded up to the nearest penny for each call.

#### 3.1.4 Uncompleted Calls

There shall be no charges for uncompleted calls.

By:

## SECTION 3 - DESCRIPTION OF SERVICE continued

## 3.2 Minimum Call Completion Rate

A customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 90% during peak use periods for all Feature Group D services ("1+" dialing).

## SECTION 3 - DESCRIPTION OF SERVICE continued

#### 3.3 Service Offerings

#### 3.3.1 dPi Long Distance Service

dPi Long Distance Service is offered to residential customers. The service permits direct dialed outbound calling at a single per minute rate. Service is provided from presubscribed, dedicated or shared use access lines. Calls are billed in one minute increments. No monthly recurring charges or minimum monthly billing requirements apply.

## 3.3.2 **Operator Services**

The Company's operator services are provided to residential and business customers who <u>"pre-subscribe"</u> to this service for intrastate calling. Operator services include the completion of collect, station-to-station, person-to-person, third party billing and credit card calls with the assistance of a Carrier operator. Each completed operator assisted call consists of two charge elements (except as otherwise indicated herein): (i) a fixed operator charge, which will be dependent on the type of billing selected (e.g., calling card, collect or other) and/or the completion restriction selected (e.g., station-to-station or person-to-person); and (ii) a measured usage charge dependent upon the duration, distance and/or time of day of the call.

#### 3.3.2.A Operator Dialed Surcharge

This surcharge applies to calls when the customer has the capability of dialing all the digits necessary to complete a call, but elects to dial only the appropriate operator code and requests the operator to dial the called station. The surcharge does not apply to:

## **SECTION 3** - DESCRIPTION OF SERVICE continued

- 1) Calls where a customer cannot otherwise dial the call due to defective equipment or trouble on the dPi Teleconnect, LLC network; and
- 2) Calls in which a Company operator places a call for a calling party who is identified as being handicapped and unable to dial the call because of his/her handicap.

The Operator Dialed Surcharge applies in addition to any other applicable operator charges.

## SECTION 4 - RATES

## 4.1 dPi Long Distance Service

Non- bundled Rate per minute - \$0.10. Plan is billed in full minute increments.

## 4.2 Operator Services (For presubscribed customers)

- 4.2.1 <u>Usage Rates</u>: The appropriate rate found under 4.1 or 4.3 shall apply.
- 4.2.2 <u>Operator Charges</u>:

Collect Station-to-Station \$2.00 Collect Person-to-Person \$4.25 Person-to-Person \$4.25 Station-to-Station \$2.00 Customer Dialed Calling Card \$2.00 Operator Dialed Calling Card \$2.75 Operator Dialed Surcharge \$1.75

By:

## **SECTION 4** - RATES continued

## 4.3 Payment of Calls

#### 4.3.1 Late Payment Charges

A late payment charge of 1.5% per month will be assessed on all unpaid balances.

#### 4.3.2 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, which ever is greater.

#### 4.4 <u>Restoration of Service</u>

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

## **SECTION 4** - RATES continued

## 4.5 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 be made part of this tariff.

## 4.6 Special Rates For The Handicapped

## 4.6.1 **Telecommunications Relay Service**

For intrastate 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 non-relay call except that 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 non-relay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.