

ORIGINAL



0000056692

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(1912-2004)

June 30, 2006

Brian McNeil, Executive Secretary  
Arizona Corporation Commission  
Telecommunications Division  
1200 West Washington  
Phoenix, AZ 85007

RE: NEUTRAL TANDEM-ARIZONA, LLC  
Docket No. T-04298A-04-0930

Dear Mr. McNeil:

In accordance with the request of John Bostwick, enclosed please find an original and thirteen (13) copies of Staff's Fifth Set of Data Requests for the above-referenced company.

Also enclosed is a duplicate copy of this letter. Please date-stamp the duplicate and return it to me in the enclosed postage-paid envelope.

Should you have any questions concerning this filing, please contact my assistant, Beth Ronfeldt, or me.

Very truly yours,

EARLY, LENNON, CROCKER & BARTOSIEWICZ, P.L.C.

Patrick D. Crocker

PDC/bmi

enc

RECEIVED  
2006 JUL -5 1 P 2: 51  
AZ CORP COMMISSION  
DOCUMENT CONTROL

STAFF'S FIFTH SET OF DATA REQUESTS TO  
NEUTRAL TANDEM-ARIZONA, LLC  
DOCKET NO. T-04298A-04-0930

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**In accordance with John Bostwick on June 29, 2006, Staff's Fifth Set of Data Requests was provided for the sake of clarity and supersedes Staff's Fourth Set of Data Requests. As such, no response to Staff's Fourth Set of Data Requests will be provided.**

JFB5-1. You have indicated that you want to provide resold and facilities-based local exchange, resold and facilities-based interexchange, and private line telecommunications services in Arizona. For each type of tariffed service, please answer the set of questions JFB5-2 through JFB5-6.

JFB5-2. Please explain how your company calculated the actual maximum and actual minimum rates that will be contained in your tariffs for each of your services.

**See Response to JFB3-6 in Staff's Third Set of Data Requests.**

JFB5-3. Please indicate why you believe that your range of rates is just and reasonable using a competitive market analysis. Your analysis should contain publicly available examples of tariff rates and charges charged by the incumbent and other carriers for similar services. Include and any other information that you believe demonstrates that your actual or proposed tariff rates and charges are just and reasonable. For a list of telecommunications carriers certificated in Arizona, go to [www.cc.state.az.us/utility/utility](http://www.cc.state.az.us/utility/utility). For a list of telecommunications carriers' tariff rates and charges, go to [www.cc.state.az.us/utility/tariffs](http://www.cc.state.az.us/utility/tariffs). Provide actual tariff pages or use a matrix format to show your actual or proposed tariff rates and charges. Then show each competitor's tariff rates and charges for comparable telecommunications services and/or calling plans. At a minimum, show tariff information of Qwest and three other competitors in Arizona. The material you provide should enable Staff to determine whether the tariff rates and charges of the Applicant are just and reasonable compared to other competitors offering the same or similar telecommunications services in Arizona. Provide all source documentation.

**See Response to JFB3-7 and Exhibit C in Staff's Third Set of Data Requests. Additional rate schedules are attached hereto as Exhibit A as follows:**

- 1. Local Exchange rates for an Arizona incumbent**
- 2. IXC rates for an Arizona incumbent and one additional competitor**

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RESPONSE BY: Patrick Crocker  
Early, Lennon, Crocker & Bartosiewicz, P.L.C.  
900 Comerica Building  
Kalamazoo, MI 49007  
Its: Attorneys

STAFF'S FIFTH SET OF DATA REQUESTS TO  
NEUTRAL TANDEM-ARIZONA, LLC  
DOCKET NO. T-04298A-04-0930

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JFB5-4. Please indicate why you believe that your range of rates is just and reasonable using a fair value or cost basis. Please include economic justification or cost support data. Please include any supporting materials.

**See Response to JFB3-8 and Exhibit C in Staff's Third Set of Data Requests.**

JFB5-5. Please identify other states/jurisdictions in which your company or an affiliate provides resold and facilities-based local exchange, resold and facilities-based interexchange, and private line telecommunications services. Please specify, in a matrix format, the tariff rates and charges that your company and/or affiliate charges for local exchange and interexchange telecommunications services in these other jurisdictions. If there is a difference between the tariff rates and charges that your company will charge in Arizona and the tariff rates and charges that your company and/or affiliate charges in other jurisdictions for local exchange and interexchange telecommunications services, please identify and indicate the amount of the difference and explain why you are charging different tariff rates and charges in Arizona. The material you provide should enable Staff to determine whether these tariff rates and charges are identical or comparable to the tariff rates and charges charged in other jurisdictions. Provide all source documentation.

**See Response to JFB3-10 in Staff's Third Set of Data Requests.**

**The "DS1 Service" chart in JFB3-10 contains comparisons of rates found in Arizona Tariff No. 1.**

**The "Wholesale Services" / "End-User Services" chart contains comparisons of rates found in Arizona Tariff No. 2.**

**The "Networked Switched Services" chart contains comparisons of rates found in Arizona Tariff No. 3.**

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Its: Attorneys

STAFF'S FIFTH SET OF DATA REQUESTS TO  
NEUTRAL TANDEM-ARIZONA, LLC  
DOCKET NO. T-04298A-04-0930

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JFB5-6. Please identify any other states/jurisdictions in which your company or an affiliate is **applying** to provide resold and facilities-based local exchange, resold and facilities-based interexchange, and private line telecommunications services. Please specify, in a matrix format, the tariff rates and charges that your company and/or affiliate will charge for local exchange and interexchange telecommunications services in other jurisdictions. If there is a difference between the rates that your company will charge in Arizona and the tariff rates and charges that your company and/or affiliate will charge in other jurisdictions for local exchange and interexchange telecommunications services, please identify and indicate the amount of the difference and explain why you intend to charge different tariff rates and charges in Arizona. The material you provide should enable Staff to determine whether these tariff rates and charges are identical or comparable to the tariff rates and charges that will be charged in other jurisdictions. Provide all source documentation.

**See Response to JFB3-11 in Staff's Third Set of Data Requests.**

JFB5-7. Please submit a complete tariff setting forth your rates and charges. Do you intend to offer switched or special access services to other wholesale providers? If so, have you or do you intend to file an access tariff for these services?

**Complete tariffs setting forth Applicant's rates and charges are currently on file with the Commission as part of this Application.**

**Applicant may offer switched or special access services to other wholesale providers. Applicant does not intend to file an access tariff at this time.**

JFB5-8. Your filing indicates that your company intends to provide service to both retail end-users and other carriers. Please confirm or deny this statement.

**At this point, Applicant intends to provide both retail and wholesale services.**

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RESPONSE BY: Patrick Crocker  
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Its: Attorneys

STAFF'S FIFTH SET OF DATA REQUESTS TO  
NEUTRAL TANDEM-ARIZONA, LLC  
DOCKET NO. T-04298A-04-0930

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**EXHIBIT A**

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RESPONSE BY: Patrick Crocker  
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Its: Attorneys

STAFF'S FIFTH SET OF DATA REQUESTS TO  
NEUTRAL TANDEM-ARIZONA, LLC  
DOCKET NO. T-04298A-04-0930

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**QWEST CORPORATION**

**Provided for Comparison to Applicant's  
Tariff No. 3**

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RESPONSE BY: Patrick Crocker  
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Its: Attorneys

Issued: 4-24-06

Effective: 5-1-06  
Per Decision No. 68604

**5. EXCHANGE SERVICES**

**5.9 PACKAGED SERVICES**

**5.9.1 PACKAGES ASSOCIATED WITH BASIC EXCHANGE SERVICE**

B.3. (Cont'd)

- b. Existing *QWEST CHOICE* Business Plus customers cannot take advantage of promotions for *QWEST CHOICE* Business Plus or Add-A-Line or any of the services/features specified in 5.9.1.B.1., preceding, unless specifically allowed by the terms and conditions of the promotion.
- c. Normal nonrecurring charges associated with the line as specified in 5.2.4, preceding, apply where *QWEST CHOICE* Business Plus or Add-A-Line is provided in association with the installation of a new business individual or additional flat rate line or the move of a business individual or additional flat rate line from one location to another.
- d. Services or features specified in 5.9.1.B.1.a., preceding, may be added to or changed in the package without a nonrecurring charge.
- e. Recurring rates and nonrecurring charges specified elsewhere apply to add or change any feature or service not specified 5.9.1.B.1.a., preceding, when added to the *QWEST CHOICE* Business Plus service.
- f. Recurring rates and nonrecurring charges specified elsewhere apply to add any feature or service to the Add-A-Line not specified 5.9.1.B.1.c., preceding.
- g. Any mandated charges or special surcharges, e.g., 911, TDD, EUCL, Telephone Assistance Plan, will apply to Add-A-Line under the same terms as a flat rate business line.
- g. *QWEST CHOICE* Business Plus will be provided at the following rate:

	USOC	MAXIMUM MONTHLY RATE	CURRENT MONTHLY RATE
• Per individual or additional flat rate business line	PGOQM	[1]	\$49.99
• Add-A-Line	PGOQN	[1]	25.00

[1] The maximum rate shall be no higher than the sum of the highest rate(s) for the a-la-carte services/features available in the package.

Issued: 4-24-06

Effective: 5-1-06  
Per Decision No. 68604

## 5. EXCHANGE SERVICES

### 5.9 PACKAGED SERVICES

#### 5.9.1 PACKAGES ASSOCIATED WITH BASIC EXCHANGE SERVICE

##### B. *QWEST CHOICE* Business Plus (Cont'd)

#### 4. Term Discount Pricing

- a. A discount of 15% will be applied to the monthly rates specified in 5.9.1.B.3.g., preceding, when a customer agrees to subscribe to one or more packages for a period of 24 months and maintains four or more of the qualifying lines and/or packages listed below. The 15% discount will apply to any combination of the packages, *QWEST CHOICE* Business, *QWEST CHOICE* Business Plus or Add-A-Line.
- b. Qualifying lines and/or packages include the following:
  - Flat Rate Business Lines (1FB)
  - *QWEST CHOICE* Business
  - *QWEST CHOICE* Business Plus
  - *QWEST CHOICE* Business Add-A-Line
  - Obsolete *QWEST CHOICE* Business[1]
  - Obsolete *QWEST CHOICE* Two-line Business (counts as 2 lines)[1]
  - Obsolete Business *CUSTOMCHOICE*[1]
  - Obsolete *QWEST BUSINESS LINE PLUS*[1]
  - Obsolete *UTILITY LINE*[1]
- c. The discount will appear as a credit(s) on the customer's bill. No partial month's credit(s) can be provided.
- d. All qualifying lines and/or packages meeting the four lines and/or packages minimum requirement must be at the same location, for the same customer, on the same billing number.

[1] Obsolete Packages described in Section 105.

Issued: 4-24-06

Effective: 5-1-06  
Per Decision No. 68604

## 5. EXCHANGE SERVICES

### 5.9 PACKAGED SERVICES

#### 5.9.1 PACKAGES ASSOCIATED WITH BASIC EXCHANGE SERVICE

##### B.4. (Cont'd)

- e. Any qualifying package added after establishment of the initial discount period will be entitled to the discount only for the remaining months of the initial period. For example, a customer who adds a package in month seven of the initial period will only be entitled to the discount for the remaining 17 months of the initial discount period for the additional package.
- f. Customers who opt out of the term pricing prior to the expiration of the 24 months will forfeit any discount provided from the start of the discount period to the date the customer opts out of term pricing. In the event the customer opts out of the arrangement, the forfeited discounts will appear as debits on the customer's bill.
- g. Customers may initiate a renewal of the term pricing at the conclusion of the initial 24 month term period.
- h. Customers may switch between *QWEST CHOICE* Business, *QWEST CHOICE* Business Plus or Add-A-Line and not impact the initial term period. The discount will then apply to the rate of the appropriate package for the remainder of the term period.

Issued: 4-3-06

Effective: 5-4-06

## 5. EXCHANGE SERVICES

### 5.9 PACKAGED SERVICES

#### 5.9.1 PACKAGES ASSOCIATED WITH BASIC EXCHANGE SERVICE (CONT'D)

(N)

#### C. *QWEST CHOICE* Business Prime

##### 1. Description

*QWEST CHOICE* Business Prime is a package of features available to business customers in conjunction with an individual flat rate or additional flat rate access line. Business customers subscribing to the package are entitled to choose three services/features from the following list in their package.

##### a. Standard features

- Caller ID Family
  - Anonymous Call Rejection
  - Caller ID – Name and Number
- Call Forwarding Family
  - Call Forwarding Busy Line
  - Call Forwarding Busy Line/Don't Answer
  - Call Forwarding Don't Answer
  - Call Forwarding Variable
  - Remote Access Forwarding
- Call Transfer
- Call Waiting Family
  - Call Waiting
  - Call Waiting ID
  - Selective Call Waiting
  - Long Distance Alert
- Custom Ringing
- Dial Lock
- Directory Assistance (6 Calls)
- Easy Access
- Last Call Return
- Message Waiting Indication – Audible or Audible/Visual
- Series Hunting
- Three-Way Calling
- *UNISTAR* Service

- b. In addition to choosing three services or features from the list in 5.9.1.C.1.a., preceding, a customer may also select one or more additional services or features from the list in 5.9.1.C.1.a., at rates and charges specified elsewhere. Directory Assistance cannot be selected as an additional service or feature.

Issued: 4-3-06

Effective: 5-4-06

**5. EXCHANGE SERVICES**

**5.9 PACKAGED SERVICES**

**5.9.1 PACKAGES ASSOCIATED WITH BASIC EXCHANGE SERVICE**

**C. QWEST CHOICE Business Prime (Cont'd)**

(N)

**2. Terms and Conditions**

- a. All terms and conditions specified elsewhere for the respective services/features requested as part of this package shall apply.
- b. A customer choosing Caller ID - Name and Number will automatically be provided with Anonymous Call Rejection.
- c. A customer may choose one or more compatible features in the Call Forwarding Family as one of their selections.
- d. A customer may choose Call Waiting, Call Waiting ID or Selective Call Waiting from the Call Waiting Family as one of their selections. They may add Long Distance Alert as part of that selection.
- e. All services or features selected in the package can only be provided where technically available and compatible with other features the customer may choose to order.
- f. Customers selecting Directory Assistance may place six calls above the allowance to Qwest 411 service.
- g. A customer who wishes to add either Qwest Voice Messaging Service or another provider's Voice Messaging Service, beyond their three selections of features/services, will be provided with Call Forwarding Busy Line, or Call Forwarding Busy Line/Don't Answer, or Call Forwarding Don't Answer, Easy Access and Message Waiting Indication without additional charge and it will not be counted as one of their three selections of features/services.

Issued: 4-3-06

Effective: 5-4-06

**5. EXCHANGE SERVICES**

**5.9 PACKAGED SERVICES**

**5.9.1 PACKAGES ASSOCIATED WITH BASIC EXCHANGE SERVICE**

C. *QWEST CHOICE* Business Prime (Cont'd)

(N)

3. Rates and Charges

- a. The monthly rates that follow include the rates specified in 5.2.4 of the Exchange and Network Services Price Cap Tariff for business individual or 5.2.4, preceding, for additional line flat rate service. Where applicable, incremental charges specified in 5.1 of the Exchange and Network Services Price Cap Tariff, apply.
- b. Existing *QWEST CHOICE* Business Prime customers cannot take advantage of promotions for *QWEST CHOICE* Business Prime or any of the services/features specified in 5.9.1.C.1.a., unless specifically allowed by the terms and conditions of the promotion.
- c. Normal nonrecurring charges associated with the line as specified in Section 3 of this Tariff apply where *QWEST CHOICE* Business Prime is provided in association with the installation of a new business individual or additional flat rate line, or the move of a business individual or additional flat rate line from one location to another.
- d. Services or features specified in 5.9.1.C.1.a. may be added or changed in the *QWEST CHOICE* Business Prime package without a nonrecurring charge.
- e. Recurring rates and nonrecurring charges specified elsewhere apply to add or change any feature or service not specified in 5.9.1.C.1.a., preceding.
- f. *QWEST CHOICE* Business Prime will be provided at the following rate:

	USOC	MAXIMUM MONTHLY RATE	CURRENT MONTHLY RATE
<ul style="list-style-type: none"> <li>• Per individual or additional flat rate business line, (month to month rates)</li> </ul>	PGOQT	[1]	\$36.00

[1] The maximum rate shall be no higher than the sum of the highest rate(s) for the a-la-carte services/features available in the package.

Issued: 4-3-06

Effective: 5-4-06

## 5. EXCHANGE SERVICES

### 5.9 PACKAGED SERVICES

#### 5.9.1 PACKAGES ASSOCIATED WITH BASIC EXCHANGE SERVICE

##### C. *QWEST CHOICE* Business Prime (Cont'd)

(N)

#### 4. Term Agreement Pricing

- a. A discount of 10% will be applied to the monthly rates specified in 5.9.1.C.3.f., when a customer agrees to subscribe to one or more *QWEST CHOICE* Business Prime packages for a period of 12 months. A discount of 15% will be applied to the monthly rates specified in 5.9.1.C.3.f., when a customer agrees to subscribe to one or more *QWEST CHOICE* Business Prime packages for a period of 24 months. A discount of 20% will be applied to the monthly rates specified in 5.9.1.C.3.f., when a customer agrees to subscribe to one or more *QWEST CHOICE* Business Prime packages for a period of 36 months.
- b. The discount will appear as a credit(s) on the customer's bill. No partial month's credit(s) can be provided. The discounts specified in 5.9.1.C.4.a., apply for each *QWEST CHOICE* Business Prime package subscribed to by the customer under the term agreement pricing plan.
- c. Any *QWEST CHOICE* Business Prime package added after establishment of the initial term agreement discount period may be added either to the initial term period or may be added under a new term period.
- d. Customers may initiate a renewal of the term agreement either prior to or at the conclusion of the initial term period. If initiated prior to the conclusion of the initial term period, the new term must be equal to or greater than the initial term period. For example, a customer who originally opted for a 12 month term may renew for 12 months or may renew for 24 or 36 months.
- e. If the Company terminates the service for cause or the customer terminates the service in whole or in part without cause prior to the expiration date, the customer will pay termination fees. The termination fee for the 12 month period is \$100.00, the termination fee for the 24 month period is \$200.00 and the termination fee for the 36 month period is \$300.00.

Issued: 4-3-06

Effective: 5-4-06

**5. EXCHANGE SERVICES**

**5.9 PACKAGED SERVICES**

**5.9.1 PACKAGES ASSOCIATED WITH BASIC EXCHANGE SERVICE**

C.4. (Cont'd)

(N)

- f. The termination fee applies to each *QWEST CHOICE* Business Prime package provided under the Term Agreement Pricing plan. By way of example, a customer who has three packages under a 24 month term agreement and disconnects in month 15 would pay a total of \$600.00 in termination fees.
- g. Termination fees will be waived for a customer who opts out of the Term Agreement Pricing plan for the first 30 days after the initial installation of the package or packages.
- h. A termination fee will be waived for a customer that enters into a contract for similar Qwest services where the contract value is equal to or greater than the remaining value of the existing *QWEST CHOICE* Business Prime package term agreement.

**SPRINT COMMUNICATIONS COMPANY L.P.**

**Provided for Comparison to Applicant's  
Tariff No. 2**

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RESPONSE BY: Patrick Crocker  
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Its: Attorneys

INTERCITY TELECOMMUNICATIONS SERVICES

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4. SERVICE AND RATE DESCRIPTION (continued)

4.2 Sprint WATS (continued)

WHOLESALE COMMUNICATIONS SERVICES

Dial 1 WATS transport subscribers enter the network via normal shared use Feature Group D circuits and terminate via normal shared use facilities. Dial 1 WATS Transport is available at the locations described in Section 2 where equal access service is available and may terminate calls in all locations within the State of Arizona.

Ultra WATS Transport calls are originated via dedicated facilities between the subscriber's premises and Sprint's POP in the originating city and are terminated via normal shared use facilities. Subscribers may originate Ultra WATS Transport from the originated locations referenced to in Section 2 and may terminated calls in all locations within the State of Arizona.

Wholesale services are available to customer who resell Dial 1 WATS Transport and ULTRA WATS Transport.

Wholesale services will be provided if the customer agrees to each of the following points.

- \* Secure and maintain all necessary state certifications, tariffs, and comply with the rules and regulations as set forth by the state commissions.
- \* Provide all billing and collection services under their own name.
- \* Provide customer service under their own name.
- \* Secure and maintain a signed copy of the "letter of agency" from the end user which defines the relationship between the user and the reseller.
- \* Assume all responsibility for PIC disputes and complaints with the local exchange carriers.
- \* Use their own product names which do not identify Sprint products.
- \* Refrain from using the Sprint name in pre-sale activities.
- \* Use the Sprint name only in post-sale communications which informs their customer that Sprint is the underlying carrier and that the Sprint name may appear on copies of their local phone bills using specific language authorized by Sprint.
- \* Assume all risk for bad debt.
- \* If the customer does not comply with all the above requirements, the customer will lose any applicable discount and revert to regular rates.

Discounts are available as set forth in Section 5.3.7 and will be applied one month in arrears.

Effective December 15, 1995, Wholesale communications Services will no longer be available to new customers.

(N)  
(N)

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**ISSUED:**  
**11-14-95**

**Donald R. Fowler**  
**Manager - State Tariffs**  
**8140 Ward Parkway**  
**Kansas City, Missouri 64114-2006**

**EFFECTIVE:**  
**12-15-95**

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 INTERCITY TELECOMMUNICATIONS SERVICES
 

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4. SERVICE AND RATE DESCRIPTION (continued)4.11 Single Source Solutions (T)

Sprint Wholesale Switched Outbound calls are originated in equal access areas via WATS access lines and are terminated via normal shared use facilities. (T)

Sprint Wholesale Dedicated Outbound calls are originated via dedicated facilities between the subscriber's premises and Sprint's terminal in the originating city and are terminated via normal shared use facilities. Sprint Wholesale Outbound Extension is Sprint Wholesale Dedicated Outbound Service subscribed to, and paid for, by the subscriber but connected to a subscriber's non-associated location. (T)

Sprint Wholesale Switched Toll Free service is an inward calling service which allows calls from normal shared-use facilities in selected service areas to be terminated via local exchange lines at the subscriber's location without charge to the caller. Sprint Wholesale Switched Toll Free uses standard telephone lines, so no special lines or equipment are required by the subscriber. Sprint Wholesale Switched Toll Free utilized Sprint's 100 percent digital, fiber optic Network, as do all other Single Source Solutions products. Sprint Wholesale Dedicated Toll Free is an inward-calling service which allows calls from normal shared-use facilities in selected service areas to be terminated via dedicated access lines at the subscriber's location without charge to the caller. Sprint Wholesale Dedicated Toll Free is provided via dedicated access lines, as opposed to local exchange lines. Sprint Wholesale Toll Free Extension is a Sprint Wholesale Dedicated Toll Free service subscribed to, and paid for, by the subscriber, but which is connected to the subscriber's non-associated locations. (T)

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**ISSUED:**  
7-1-98

**State Tariffs**  
8140 Ward Parkway  
Kansas City, Missouri 64114-2006

**EFFECTIVE:**  
8-5-98

## INTERCITY TELECOMMUNICATIONS SERVICES

4. SERVICE AND RATE DESCRIPTION (continued)4.11 Single Source Solutions (Continued)

When the originating non-complete call percentage for Sprint Wholesale Switched Toll Free and Sprint Wholesale Dedicated Toll Free reaches 10% of the customers total call volume, a per-call surcharge will apply as set forth in Rate Schedules 11.4.1 and 11.5.1. (T)  
(T)

Sprint Wholesale FONCARD Service consists of an authorization code issued by Sprint which the Reseller will incorporate into the Reseller's calling card. The calling card, together with customer-provided enhancements, will be provided in the Reseller's name to the Resale End User who may originate calls over Sprint's network.

Rates for these services are set forth in Rate Schedule 11. (T)

Single Source Solutions for intrastate use is sold as an add-on service to interstate Single Source Solutions. Accordingly, non-recurring and monthly recurring charges are found in Sprint's interstate tariff. Discounts may apply to intrastate usage as set forth in Rate Schedule 11. (T)  
(T)

**ISSUED:**  
10-23-00

**State Tariffs**  
8140 Ward Parkway  
Kansas City, Missouri 64114-2006

**EFFECTIVE:**  
11-25-00

## INTERCITY TELECOMMUNICATIONS SERVICES

5. RATES (continued)5.11 Single Source Solutions (T).1 Sprint Wholesale Switched Outbound (T)

Each call will be billed an eighteen (18) second minimum. After the initial 18 second minimum, calls will be billed in six second increments. After the initial 18 second minimum, each fractional call is rounded up to the next one-tenth minute.

	<u>Rate Period</u>		
	<u>Day</u>	<u>Evening</u>	<u>Night/Wknd.</u>
Min.	.1250	.1250	.1250
Max.	.2500	.2500	.2500

.2 Sprint Wholesale Dedicated Outbound (T)

Each call will be billed an eighteen (18) second minimum. After the initial 18 second minimum, calls will be billed in six second increments. After the initial 18 second minimum, each fractional call is rounded up to the next one-tenth minute.

	<u>Rate Period</u>		
	<u>Day</u>	<u>Evening</u>	<u>Night/Wknd.</u>
Min.	.0800	.0800	.0800
Max.	.1600	.1600	.1600

.3 Sprint Wholesale Outbound Extension (T)

Each call will be billed an eighteen (18) second minimum. After the initial 18 second minimum, calls will be billed in six second increments. After the initial 18 second minimum, each fractional call is rounded up to the next one-tenth minute.

	<u>Rate Period</u>		
	<u>Day</u>	<u>Evening</u>	<u>Night/Wknd.</u>
Min.	.0800	.0800	.0800
Max.	.1600	.1600	.1600

**ISSUED:**  
7-1-98

**State Tariffs**  
8140 Ward Parkway  
Kansas City, Missouri 64114-2006

**EFFECTIVE:**  
8-5-98

## INTERCITY TELECOMMUNICATIONS SERVICES

5. RATES (continued)5.11 Single Source Solutions (continued) (T).4 Sprint Wholesale Switched Toll Free (T)

Each call will be billed an eighteen (18) second minimum. After the initial 18 second minimum, calls will be billed in six second increments. After the initial 18 second minimum, each fractional call is rounded up to the next one-tenth minute.

	<u>Rate Period</u>		
	<u>Day</u>	<u>Evening</u>	<u>Night/Wknd.</u>
Min.	.1250	.1250	.1250
Max.	.2500	.2500	.2500

.1 Non-complete Call Surcharge: \$.04 per-call

.5 Sprint Wholesale Dedicated Toll Free (T)

Each call will be billed an eighteen (18) second minimum. After the initial 18 second minimum, calls will be billed in six second increments. After the initial 18 second minimum, each fractional call is rounded up to the next one-tenth minute.

	<u>Rate Period</u>		
	<u>Day</u>	<u>Evening</u>	<u>Night/Wknd.</u>
Min.	.1600	.0700	.0700
Max.	.0800	.1400	.1400

.1 Non-complete Call Surcharge: \$.00 per-call Min.  
\$.08 per-call Max.

.6 Sprint Wholesale Toll Free Extension (T)

Each call will be billed an eighteen (18) second minimum. After the initial 18 second minimum, calls will be billed in six second increments. After the initial 18 second minimum, each fractional call is rounded up to the next one-tenth minute.

	<u>Rate Period</u>		
	<u>Day</u>	<u>Evening</u>	<u>Night/Wknd.</u>
Min.	.1600	.0700	.0700
Max.	.0800	.1400	.1400

**ISSUED:**  
7-1-98

**State Tariffs**  
8140 Ward Parkway  
Kansas City, Missouri 64114-2006

**EFFECTIVE:**  
8-5-98

## INTERCITY TELECOMMUNICATIONS SERVICES

5. RATES (continued)5.11 Single Source Solutions (Continued) (T).7 Sprint Wholesale FONCARD (T)

Each call will be billed in sixty second increments. Each fractional call is rounded up to the next one-tenth minute.

	<u>Rate Period</u>		
	<u>Day</u>	<u>Evening</u>	<u>Night/Wknd.</u>
Min.	.1250	.1250	.1250
Max.	.2500	.2500	.2500

Min. Per-Call Charge - \$.25

Max. Per-Call Charge - \$.50

**ISSUED:**  
7-1-98

**State Tariffs**  
8140 Ward Parkway  
Kansas City, Missouri 64114-2006

**EFFECTIVE:**  
8-5-98

## INTERCITY TELECOMMUNICATIONS SERVICES

RATE SCHEDULE2. Sprint WATS (continued)Wholesale Communications Services.1 Usage Rates.1 DIAL 1 WATS TRANSPORT

- .1 Each call will be billed a six (6) second minimum. After the initial 6 second minimum, calls will be billed in six second increments. After the initial 6 second minimum, each fractional call is rounded up to the next one-tenth minute.

<u>Monthly Usage</u>	<u>Rate Period</u>		
	<u>Day</u>	<u>Evening</u>	<u>Night/Wknd.</u>
0-15 Hours	.2230	.1720	.0900
15+-40 Hours	.2130	.1530	.0900
40+-70 Hours	.1720	.1110	.0900
70+-80 Hours	.1720	.1110	.0900
80+-100 Hours	.1720	.1090	.0900
100+ Hours	.1720	.1090	.0900

.2 Ultra WATS Transport

- .1 Per-minute usage rates for calls originating in a Sprint service location and terminating in any location in another LATA within the State of Arizona. Each fractional call is rounded up to the next one-tenth minute.

<u>RATE PERIOD</u>		
<u>Day</u>	<u>Evening</u>	<u>Night/Wknd.</u>
.1260	.1031	.0764

- .3 Discounts may apply as located in Sprint's interstate Business Schedule at [www.sprint.com/ratesandconditions](http://www.sprint.com/ratesandconditions). (T)  
(T)

.2 Per-Call Payphone Service Charge

Resellers shall pay Sprint a per-call service charge of \$.55 for all originating payphone traffic, consistent with the FCC's decisions in CC Docket No. 96-128. This payphone traffic includes FÖNCARD traffic, toll free switched and dedicated services traffic, Prepaid Card services traffic and 10XXX-0 Plus Dial Around service traffic. Dedicated traffic to a facilities-based reseller will result in such reseller remitting payment to the payphone provider. (I)

Effective December 15, 1995, Wholesale communications Services will no longer be available to new subscribers.

**ISSUED:**  
10-08-04

**State Tariffs**  
6450 Sprint Parkway  
Overland Park, Kansas 66251

**EFFECTIVE:**  
10-13-04

## INTERCITY TELECOMMUNICATIONS SERVICES

RATE SCHEDULE11. Single Source Solutions.1 Usage Rates.1 Sprint Wholesale Switched Outbound

Each call will be billed an eighteen (18) second minimum. After the initial 18 second minimum, calls will be billed in six second increments. After the initial 18 second minimum, each fractional call is rounded up to the next one-tenth minute.

	<u>Rate Period</u>			
<u>Day</u>	<u>Evening</u>	<u>Night/Wknd.</u>		
.1470	.1470	.1470		(R)

.2 Sprint Wholesale Dedicated Outbound

Each call will be billed an eighteen (18) second minimum. After the initial 18 second minimum, calls will be billed in six second increments. After the initial 18 second minimum, each fractional call is rounded up to the next one-tenth minute.

	<u>Rate Period</u>			
<u>Day</u>	<u>Evening</u>	<u>Night/Wknd.</u>		
.0900	.0900	.0900		(R)

.3 Sprint Wholesale Outbound Extension

Each call will be billed an eighteen (18) second minimum. After the initial 18 second minimum, calls will be billed in six second increments. After the initial 18 second minimum, each fractional call is rounded up to the next one-tenth minute.

	<u>Rate Period</u>			
<u>Day</u>	<u>Evening</u>	<u>Night/Wknd.</u>		
.0900	.0900	.0900		(R)

**ISSUED:**  
03-31-05

State Tariffs  
6450 Sprint Parkway  
Overland Park, Kansas 66251

**EFFECTIVE:**  
04-01-05

## INTERCITY TELECOMMUNICATIONS SERVICES

RATE SCHEDULE11. Single Source Solutions (continued).1 Usage Rates (continued) (T).4 Sprint Wholesale Switched Toll Free

Each call will be billed an eighteen (18) second minimum. After the initial 18 second minimum, calls will be billed in six second increments. After the initial 18 second minimum, each fractional call is rounded up to the next one-tenth minute.

<u>Day</u>	<u>Rate Period</u>		
	<u>Evening</u>	<u>Night/Wknd.</u>	
.1490	.1490	.1490	(R)

.1 Non-complete Call Surcharge: \$.04 per-call

.5 Sprint Wholesale Dedicated Toll Free

Each call will be billed an eighteen (18) second minimum. After the initial 18 second minimum, calls will be billed in six second increments. After the initial 18 second minimum, each fractional call is rounded up to the next one-tenth minute.

<u>Day</u>	<u>Rate Period</u>		
	<u>Evening</u>	<u>Night/Wknd.</u>	
.0760	.0760	.0760	(R)

.1 Non-complete Call Surcharge: \$.04 per-call

.6 Sprint Wholesale Toll Free Extension

Each call will be billed an eighteen (18) second minimum. After the initial 18 second minimum, calls will be billed in six second increments. After the initial 18 second minimum, each fractional call is rounded up to the next one-tenth minute.

<u>Day</u>	<u>Rate Period</u>		
	<u>Evening</u>	<u>Night/Wknd.</u>	
.0760	.0760	.0760	(R)

**ISSUED:**  
03-31-05

State Tariffs  
6450 Sprint Parkway  
Overland Park, Kansas 66251

**EFFECTIVE:**  
04-01-05

## INTERCITY TELECOMMUNICATIONS SERVICES

RATE SCHEDULE11. Single Source Solutions (continued).1 Usage Rates (continued) (T).7 Sprint Wholesale FÖNCARD

Each call will be billed in sixty second increments. Each fractional call is rounded up to the next one-tenth minute.

<u>Day</u>	<u>Rate Period</u>		
	<u>Evening</u>	<u>Night/Wknd.</u>	
.1930	.1930	.1930	(I)

Per-Call Charge - \$.30

.8 Volume Discounts: Located in Sprint's interstate Business Schedule at [www.sprint.com/ratesandconditions](http://www.sprint.com/ratesandconditions)..2 Per-Call Payphone Service Charge

Resellers shall pay Sprint a per-call service charge of \$.55 for all originating payphone traffic, consistent with the FCC's decisions in CC Docket No. 96-128. This payphone traffic includes FÖNCARD traffic, toll free switched and dedicated services traffic, Prepaid Card services traffic and 10XXX-0 Plus Dial Around service traffic. Dedicated traffic to a facilities-based reseller will result in such reseller remitting payment to the payphone provider.

**ISSUED:**  
03-31-05

**State Tariffs**  
6450 Sprint Parkway  
Overland Park, Kansas 66251

**EFFECTIVE:**  
04-01-05

**WILLIAMS COMMUNICATIONS, LLC d/b/a VYVX, LLC**

**Provided for Comparison to Applicant's  
Tariff No. 2**

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RESPONSE BY: Patrick Crocker  
Early, Lennon, Crocker & Bartosiewicz, P.L.C.  
900 Comerica Building  
Kalamazoo, MI 49007  
Its: Attorneys

**ORIGINAL**

**SECTION 5 -EFFECTIVE RATES AND CHARGES**

**5.1 General**

**5.1.1** Conversation Minutes, reflecting usage sensitive charges resulting from use of Service, are billed in increments of six (6) seconds with an initial period (minimum billing period) of six (6) seconds, unless otherwise specified. Following the initial period, all charges are rounded to the next higher six (6) second increment for billing purposes, unless otherwise specified.

**5.1.2** Other than the charges indicated for each Service, there are no installation or other nonrecurring charges or monthly recurring charges for Service, except for the installation charges and/or monthly recurring charges associated with the use of dedicated Access Lines ordered by Carrier on behalf of Customer or its End Users.

**5.2 Wholesale Service - Effective Rates**

**5.2.1 Switched One Plus Service**

Usage Sensitive Charges (Rate Per Minute): \$0.1414'

Non-Usage Sensitive Charges: N/A

**5.2.2 Dedicated One Plus Service**

Usage Sensitive Charges (Rate Per Minute): \$0.0811

Non-Usage Sensitive Charges: N/A

**ADMINISTRATIVELY  
APPROVED FOR FLING**

ISSUED: January 25, 2001

EFFECTIVE: February 28, 2001

ISSUED BY: Tariff Administrator  
One Williams Center  
Tulsa, Oklahoma 74172  
1-800-945-5426

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**ORIGINAL**

**SECTION 5 – EFFECTIVE RATES AND CHARGES (CONT'D)**

**5.2 Wholesale Service - Effective Rates (cont'd)**

**5.2.3 Switched Toll Free Service**

Usage Sensitive Charges (Rate Per Minute): \$0.1414

Non-Usage Sensitive Charges: N/A

**5.2.4 Dedicated Toll Free Service**

Usage Sensitive Charges (Rate Per Minute): \$0.0811

Non-Usage Sensitive Charges: N/A

ISSUED: May 22, 2001

EFFECTIVE: June 22, 2001

ISSUED BY: Tariff Administrator  
One Williams Center  
Tulsa, Oklahoma 74 172  
1-800-945-5426

APPROVED FOR FILING  
DECISION #: 62025

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**SECTION 5 – EFFECTIVE RATES AND CHARGES (CONT'D)**

**5.2 Wholesale Service - Effective Rates (cont'd)**

**5.2.5 Calling Card Service**

Conversation Minutes for Calling Card Service are billed in increments of six (6) seconds with an initial period (minimum billing period) of eighteen (18) seconds.

Usage Sensitive Charges (Rate Per Minute): \$0.09

Non-Usage Sensitive Charges: \$0.12 per call

**5.2.6 Prepaid Calling Card Service**

Conversation Minutes for Prepaid Calling Card Service are billed in increments of six (6) seconds with an initial period (minimum billing period) of eighteen (18) seconds.

Usage Sensitive Charges (Rate Per Minute): \$0.09

Non-Usage Sensitive Charges: \$0.12 per call

**ADMINISTRATIVELY  
APPROVED FOR FILING**

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ISSUED: January 25, 2001

EFFECTIVE: February 28, 2001

ISSUED BY: Tariff Administrator  
One Williams Center  
Tulsa, Oklahoma 74 172  
1-800-945-5426

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**ORIGINAL**

**SECTION 5 - EFFECTIVE RATES AND CHARGES (CONT'D)**

**5.2 Wholesale Service - Effective Rates (cont'd)**

**5.2.7 Operator Assistance Service**

Conversation Minutes for Operator Assistance Service are billed in increments of six (6) seconds with an initial period (minimum billing period) of eighteen (18) seconds.

Usage Sensitive Charges (Rate Per Minute): \$0.0715

Non-Usage Sensitive Charges:

Charge per call:

	Live	
	<u>Operator</u>	<u>Automated</u>
General Assistance:	\$1.05	N/C
Person-to-person	\$3.00	N/C
Collect/Billed to 3 <sup>rd</sup> Party:	\$3.00	N/C
Station-to-station	\$1.05	\$1.05
Collect/Billed to 3 <sup>rd</sup> Party:	\$1.05	\$1.05
LEC Card	\$1.05	\$0.40

**5.2.8 Directory Assistance Service**

Conversation Minutes for Directory Assistance Call Completion Service are billed in increments of six (6) seconds with an initial period (minimum billing period) of eighteen (18) seconds.

Usage Sensitive Charges (Rate Per Minute) for call completion: \$0.07 15

Non-Usage Sensitive Charges:

Charge per call: \$0.35 without call completion  
\$0.65 with call completion

**ADMINISTRATIVELY  
APPROVED FOR FILING**

ISSUED: January 25, 2001

EFFECTIVE: February 28, 2001

ISSUED BY: Tariff Administrator  
One Williams Center  
Tulsa, Oklahoma 74172  
1-800-945-5426

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**ORIGINAL**

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**SECTION 5 – EFFECTIVE RATES AND CHARGES (CONT'D)**

**5.3 End User Service - Effective Rates**

**5.3.1 Casual Calling Service**

Conversation Minutes for Casual Calling Service are billed in increments of six (6) seconds with an initial period (minimum billing period) of eighteen (18) seconds.

Usage Sensitive Charges (Rate Per Minute): \$0.30

**5.3.2 Presubscription Service**

Conversation Minutes for Presubscription Service are billed in increments of six (6) seconds with an initial period (minimum billing period) of eighteen (18) seconds.

Usage Sensitive Charges (Rate Per Minute): \$0.30

**ADMINISTRATIVELY  
APPROVED FOR FILING**

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ISSUED: January 25, 2001

EFFECTIVE: February 28, 2001

ISSUED BY: Tariff Administrator  
One Williams Center  
Tulsa, Oklahoma 74172  
1-800-945-5426

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