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August 9, 2000

The Honorable Dale H. Roberts Secretary/Chief Regulatory Law Judge Missouri Public Service Commission The Truman State Office Building 301 West High St., 5<sup>th</sup> Floor Jefferson City, Missouri 65102 FILED AUG<sup>9</sup> 2000

Missouri Public Service Commission

Re: Teligent Services, Inc.; TA-2000-578

Dear Mr. Roberts:

ROBERT K. ANGSTEAD

ROBERT J. BRUNDAGE

CATHLEEN A. MARTIN

STEPHEN G. NEWMAN JOHN A. RUTH

MARK W. COMLEY

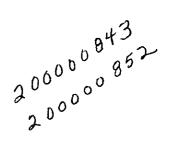
Enclosed please find an original and five (5) copies of the following substitute sheets to Teligent's Access Service Tariff previously filed in the above matter:

Original Title Sheet Original Sheet 3 Original Sheet 22.

In addition, I enclose an original and five (5) copies of the following substitute sheets to Teligent's tariff applicable to business customer local exchanges services previously filed in the above matter:

Original Sheets 38-40 Original Sheet 44 Original Sheet 52 Original Sheets 63-64.

Should you have any questions, please do not hesitate to contact me. Thank you.





The Honorable Dale H. Roberts August 9, 2000 Page 2

Sincerely,

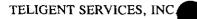
NEWMAN, COMLEY & RUTH P.C.

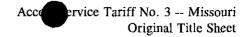
By:

Martin

Cathleen A. Martin martinc@ncrpc.com

CAM/slw Enclosures cc: Lisa Mahaney General Counsel's Office Robert E. Stup, Jr. Carolyn K. Stup





Carrier Access Services Tariff

TELIGENT SERVICES, INC.

#### CARRIER ACCESS SERVICES TARIFF

This tariff is for a competitive telecommunications company, as defined by Case No. TO-88-142, within the State of Missouri.

Issued: March 17, 2000

Issued By: Terri B. Natoli Vice President - Law and Regulatory Teligent Services, Inc. 8065 Leesburg Pike, Suite 400 Vienna, Virginia 22182

Carrier Access Services Tariff

# TARIFF FORMAT SHEET

- 1. <u>Page Numbering</u>. Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. New pages may occasionally be added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.
- 2. <u>Page Revisions Numbers.</u> Page Revision Numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page revision on file with the Public Utility Commission of Missouri. For example, the Fourth Revised Page 34 cancels the Third Revised Page 34. Because of deferrals, notice periods, *etc.*, the most current page number on file with the Commission is not always the tariff page in effect. Carriers should consult with check sheet for the page currently in effect.
- 3. <u>Paragraph Numbering Sequence</u>. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

1. 1.1 1.1.1 1.1.1.A. 1.1.1.A.1. 1.1.1.A.1.(a) 1.1.1.A.1.(a)(I) 1.1.1.A.1.(a)(I)(i) 1.1.1.A.1.(a)(I)(i)(1)

- 4. <u>Symbols Used in This Tariff.</u>
  - (C) To signify a changed listing, rule, or condition which may affect rates or charges.
  - (D) To signify discontinued material, including listing, rate, rule, or condition.
  - (I) To signify a rate increase.
  - (L) To signify material relocated from or to another part of the tariff with no change in text, rate, rule, or condition.
  - (N) To signify new material including listing, rate, rule, or condition.
  - (R) To signify a rate reduction.
  - (T) To signify a change in wording of text, but no change in rate, rule, or condition.

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#### Carrier Access Services Tariff

- 2.13.4 Teligent or the Carrier shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.
- 2.13.5 The Commission's address is:

Missouri Public Service Commission 301 West High Fifth Floor Jefferson City, MO 65102

#### 2.14 <u>Title to Facilities</u>

Title to all facilities provided by Teligent in accordance with this tariff remains with Teligent. The Carrier has no property right in the assigned telephone number and none can be acquired by usage or otherwise. Teligent reserves the right to assign, designate, or change such numbers when reasonably necessary in the conduct of its business. Telephone numbers of Carriers who discontinue service may be reassigned 30 days from the date of discontinuance of service.

#### 2.15 Taxes, Surcharges and Utility Fees

All state and local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax) are not included in the rates under this tariff, but shall be listed as separate line items on the customer's bill.

Teligent may adjust its rates or impose additional charges on its customers to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others. Teligent may also adjust its rates or impose additional charges to cover the administrative cost of collecting such charges or paying compensation to other entities. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Presubscribed Interexchange Carrier Charge (PICC), and compensation to pay telephone service providers for the use of their pay telephones to access the Company's services.

All charges, other than taxes and franchise fees, will be submitted to the Commission for approval.

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3.3.1.B <u>Minimum Call Completion Rate</u> – A Customer can expect a call completion rate (number of calls completed/number of calls attempted) of not less than 99% during peak use periods for all Feature Group D services. Charges are not made for uncompleted or unanswered calls.

#### 3.3.2 Local Service Areas

- A. <u>Service Area</u> Teligent's service area consists of the Principal Zone and Metropolitan Calling Area-1 (MCA-1) of the Kansas City and St. Louis Metropolitan Exchanges as defined in Section 1.5.2 and Section 1.5.3 of Southwestern Bell Telephone Company's Local Exchange Tariff (P.S.C. MO No. 24).
- B. Local Calling Area Teligent local calling areas for its Missouri customers consists of the geographical area encompassed within the Kansas City and the St. Louis Metropolitan Exchanges (Principal Zones and MCA-1 and MCA-2 Zones) as defined in Section 1.5.2 and Section 1.5.3 of Southwestern Bell Telephone Company's Local Exchange Tariff (P.S.C. MO No. 24).

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TELIGENT SERVICES, INC,



Tariff MO P.S.C. No. 2 Original Page 39

Business Customer Local Exchange Services Tariff

- (a)(i) <u>Call Forward Busy</u> Incoming calls are redirected to another phone when the called party's Business Line is busy. Calls are forwarded to a 1- to 32- digit phone number within or outside of the Customer's group. The forwarding phone number can either be predetermined or user programmable. The forwarding phone number can only be changed by contacting Teligent Customer Service and requesting a Service Order unless the Customer subscribes to the User Programmable Option.
- (a)(ii) <u>Call Forward No Answer</u> Incoming calls are redirected to another phone when the called party's Business Line is not answered. If the Customer has selected both Call Forward Busy and Call Forward No Answer, the forwarding phone number does not have to be the same for each. Calls are forwarded to a predetermined 1- to 32- digit phone number within or outside of the Customer's group. The forward phone number can only be changed by contacting Teligent Customer Service and requesting a Service Order, unless the Customer subscribes to the User Programmable Option. The number of rings that will occur prior to the forwarding of the call is established and modified by the Service Order.
- (a)(iii) <u>Call Forward Variable</u> Incoming calls are immediately redirected to a 1- to 32- digit phone number, which is selected by the Customer, within or outside the Customer's group. The Customer can change the forwarding telephone number at any time by dialing a Feature Access Code.
- (a)(iv) <u>Call Forward Busy/No Answer</u> Combines the functionality of both Call Forward Busy and Call Forward No Answer.
- (a)(v) <u>Selective Call Forward</u> Incoming calls from up to eleven (11) preselected numbers are automatically forwarded to another telephone number selected by the Customer. The line can be restored to normal operation at any time.

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TELIGENT SERVICES, INC.



Business Customer Local Exchange Services Tariff

- (a)(vi) <u>Remote Access to Call Forward</u> Permits the Customer to activate, deactivate, or change the forward telephone number from a remote location. Remote Access to Call Forward is available on either a monthly or per call basis.
- (b) <u>Three Way Call Transfer</u> allows a Customer to establish a call consisting of up to three participants without the use of an attendant of outside service. When the third party answers, a two-way conversation can be held before adding the original party for a three-way call. The initiator of the call controls the call and all parties will be dropped with the call initiator hangs up. The feature may be used to add a third party to either an outgoing or an incoming call. The activation of Three Way Call Transfer will disable Call Waiting.
- (c) <u>Call Waiting</u> sends a tone signal while a call is in progress to indicate that a second call is waiting,. By operation of the switchhook, the host call will be placed on hold so that the waiting call can be answered. Operation of the switchhook permits passage back and forth between the two calls, but a three-way conference cannot be established. The activation of Call Waiting will disable Three Way Call Transfer. Call Waiting takes precedence over Call Forward Busy. Call Waiting and Hunting are not compatible. Calls in call wait status that are ignored by the called party are not forwarded if the Business Line has the Call Forward No Answer feature. Call Waiting can be canceled either before making a particular call or while on a particular call.

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(h) <u>Call Rejection</u> – allows calls from up to eleven (11) pre-specified telephone numbers to be rejected or blocked. Callers from the pre-specified telephone numbers will receive an announcement that the called party is not accepting calls. For calls from a line within a multi-line-hunting group, the call will be blocked only when the main telephone number is included as one of the pre-specified telephone numbers.

# (i) <u>Call Trace</u>

Customers, situated in an area also served by SWBT, receiving annoying or anonymous calls may request (1) a telephone number change, which will be provided at no charge by Teligent or (2) the capability to utilize Call Trace on a per activation basis, as needed. Call Trace allows the customer to dial an access code to automatically request that the following information be recorded:

- a. The originating telephone number
- b. The date and time of the call
- c. The date and time call trace was activated

When Call Trace successfully identifies a calling number, a recording instructs the customer to call a toll-free number, which will activate a Voice Response Script and assist the customer in establishing an open file. Should the customer decide to prosecute the call originating party, the customer should contact Teligent for further instructions. Activation of Call Trace never authorizes Teligent to provide the called party with the name or telephone number of the calling party. In the event that Call Trace is not available or unable to resolve the case it may be necessary to place a manual trap on the customer's telephone line.

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#### 3.3.8 Operated Assisted Services

3.3.8.A <u>Operator Handled Calling</u> - Operator Handled Calling Service is provided to Customers and Users of Teligent's calling services. Teligent's Operator Services are supplied by a third party and provided to the customer under Teligent's name.

# 1. Charge Details

- a. Teligent will not bill for incomplete calls where answer supervision is available. Teligent will not bill for incomplete calls and will remove any charges for incomplete calls upon (I) subscriber notification, or (ii) Teligent's knowledge.
- b. The caller and billed party, if different from the caller, will be advised that Teligent is the operator service provider at the time of the initial contact.
- c. Rate quotes will be given upon request, at no charge, including all rate components and any additional charges.
- d. Only tariffed rates approved by the Commission for Teligent shall appear on any local exchange telephone company (LEC) billings.
- e. Companies shall be listed on the LEC billing if the LEC has multicompany billing ability.
- f. Teligent will employ reasonable calling card verification procedures, acceptable to the telephone company issuing the calling card.
- g. Teligent will route all 0- or 00- emergency calls in the quickest possible manner to the appropriate local emergency service provider, at no charge.
- h. Upon request, Teligent will transfer calls to other authorized interexchange companies or to the LEC, if billing can list the caller's actual origination point.
- i. Teligent will refuse operator services to traffic aggregators that block access to other companies.
- j. Teligent will assure that traffic aggregators will post and display information including: (1) that Teligent is the operator service provider;
  (2) detailed complaint procedures; and (3) instructions informing the caller on procedures to reach the LEC operator and other authorized interexchange companies.

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Effective May 1, 2000

Issued By: Terri B. Natoli Vice President - Law and Regulatory Teligent Services, Inc. 8065 Leesburg Pike, Suite 400 Vienna, Virginia 22182 TELIGENT SERVICES, INC.



Business Customer Local Exchange Services Tariff

# SECTION 5 - PROMOTIONS AND DISCOUNTS

# 5.1 <u>General</u>

Teligent may, upon Commission approval, offer customers specific rate incentives during specified promotional periods. Teligent will provide written notice to the Commission at least 7 days prior to the commencement of a promotional program specifying the terms of the promotion, the specific service offered, the location, and the beginning and ending dates of the promotional period.

# 5.2 <u>Teligent Site Sign-Up Credit</u>

<u>Offering</u> – Teligent's provision of service through its own facilities requires the use of microwave transmit/receive equipment that must be located on the rooftop of the Customer's premises. Teligent's microwave equipment cannot be installed on the rooftop without the consent of the building owner(s) and/or property manager(s). As an incentive to the Customer for its assistance in obtaining necessary access to install Teligent's facilities, including rooftop space for Teligent's equipment, Teligent will issue Customer a Site Sign-up Credit.

<u>Amount of Incentive</u> - All Customers are eligible for a \$1000 Credit. The amount of the credit shall be increased to one of the following levels when it is determined by Teligent that the customer meets at least one of the factors associated with each credit amount.

# \$2,500 Credit

- 1. If the total building square footage is less than 1,500,000 square feet
- 2. If the number of potential tenants in the building is less than 5.
- 3. If the number of lines in the building is less than 25.

# \$5,000 Credit

- 1. If the total building square footage is equal to or greater than 1,500,000 square feet, but less than 2,000,000 square feet
- 2. If the number of potential tenants in the building is equal to or greater than 5, but less than 50.
- 3. If the number of lines in the building is equal to or greater than 25, but less than 250.

# \$10,000 Credit

- 1. If the total building square footage is equal to or greater than 2,000,000 square feet
- 2. If the number of potential tenants in the building is equal to or greater than 50.
- 3. If the number of lines in the building is equal to or greater than 250

Effective May 1, 2000

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Conditions - In order to receive the Site Sign-up Credit the following conditions must be met:

- 1. Customer must be the building owner or property manager of the building where Teligent's equipment is located.
- 2. Customer must be located in the building where Teligent's equipment is located.
- 3. Customer must cooperate with Teligent in acquiring the necessary access.
- 4. In order to receive the \$2500, \$5000 or \$10,000 Site Sign-up Credit, Teligent must enter into at least a three (3) year lease with the building owner and/or property manger for the necessary for access.
- 5. Teligent's equipment must be installed and properly functioning.

#### **Restrictions**

- 1. Only one Site Sign-up Credit will be issued per building.
- 2. The Site Sign-up Credit shall not be transferred to another customer, divided or otherwise allocated between multiple customers.
- 3. A Customer is entitled to only one Site Sign-up Credit for all services it receives. That is, a Customer that receives the Site Sign-up Credit under this tariff cannot also get a Site Signup Credit for non-tariffed services (internet) and/or services provided under another state or federal tariff.
- 4. The Site Sign-up Credit will be in the form of a one time credit, applied to the Customer's first bill. Any unused credit can be carried forward indefinitely until used. If the Customer discontinues taking Teligent's services before the credit is completely applied, however, the remaining credit is forfeited and will not be refunded to the Customer.

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