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JUN 1 0 1998

June 5, 1998

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Florida Public Service Commission Division of Communications Certification and Compliance Section 2540 Shumard Oak Boulevard Tallahasee, Florida 32399-0866

Dear Sirs.



Please find enclosed our application for becoming an Alternative Exchange Carrier. I hope everything to be in order and ready for processing. If you have any questions about the information provided, please contact me at (305) 892-9293 extension 16, or by fax at (305) 892-9294.

I do appreciate all the help from your Office. Your staff was most co-operative and professional and want to thank you in advance for your prompt attention to this matter. I eagerly await your decision.

Very sincerely,

Eric Rivadeneira

President

## FLORIDA PUBLIC SER /ICE COMMISSION CAPITAL CIRCLE OFFICE CENTER - 2540 SHUMARD OAK BOULEVARD TALLAHASSEE, FLORIDA 32399-0850

## **APPLICATION FORM**

for

# AUTHORITY TO PROVIDE (ALEC) ALTERNATIVE LOCAL EXCHANGE SERVICE WITHIN THE STATE OF FLORIDA

#### INSTRUCTIONS

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

Florida Public Service Commission Division of Communications Certification & Compliance Section 2540 Shumard Oak Boulevard Tallahassee, Florida 3:399-0866 (850) 413-6600

 Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of \$250 made payable to the Florida Public Service Commission at the above address.

FORM PSC/CMU 8 (11/86) Required by Chapter 364.337 F.S.

DOCUMENT VI MOTR-DATE

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W	Original authority (new company)
( )	Approval of transfer (to another certificated company)  Example, a certificated company purchases an existing company and desires to retain the original certificate authority.
( )	Approval of assignment of existing certificate (to a noncertificated company) <u>Example</u> , a non-certificated company purchases an existing company and desires to retain the certificate of authority
	rather than apply for a new certificate.
( )	· · ·
•	Approval for transfer of control (to another certificated company)  Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling
•	Approval for transfer of control (to another certificated company)  Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

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	se provide proof from the Florida Secretary of State 1 ity to operate in Florida.
• •	erter number: K75755
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raceimile number for and if different, the in the interest in	the person serving as ongoing lisison with the Commission responsible for this application.  I.C. RIVADENEIRA  2.D. NE 129 STREET

is an application for √ (check one):
Original authority (new company)
Approval of transfer (to another certificated company)  Example, a certificated company purchases an existing company and desires to retain the original certificate authority.
Approval of assignment of existing certificate (to a noncertificated company)  Example, a non-certificated company purchases an existing company and desires to retain the certificate of authority rather than apply for a new certificate.
Approval for transfer of control (to another certificated company) <u>Example</u> , a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.
e of applicant:
A-1 MOBILE TECH. INC
under which the applicant will do business (d/b/a):

5. National mailing address including street name, number, post office box, city. state, zip code, and phone number. A-1 MOBILE TECH. INC. N. MIAMI FL 33/8/ TEL. (305) 892-9293 FAX (305) 892-9294 Florida mailing address including street name, number, post office B. box. city, state, zip code, and phone number. SAME Structure of organization: √ Check appropriate box(s) 6. (V) Corporation ( ) individual ( ) Foreign Corporation ( ) General Partnership ( ) Foreign Partnership ( ) Limited Partnership ( ) Joint Venture ( ) Other, Please explain 7. If applicant is an individual, partnership, or joint venture, please give name, title and address of each legal entity.

	NO
incorporated, please propplicant has authority to	ovide proof from the Florida Secretary of State (
•	number: K 75755
csimile number for the p	title, address, telephone number, internet addresserson serving as ongoing lialson with the Common responsible for this application.
•	•
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	RIVADENEIRA NE 129 STREET
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/320 NORTH	NE 129 STREET

Has the applicant been denic the state and reason for deni	id certifica el.	ition in <b>a</b> i	ny other sta	te? If so, ple
	NO	<del></del>	<del></del>	
Have penalties been impose please list the state and rees	d against on for per	the applicatly.	icent in eny	other state?
	NO		<u>.                                    </u>	
Please indicate how a custom			•	•
ORALLY	DA	IN	WRIT	IN6
Please complete and file a p 24.825.(Rule attached)	orice list in	accords	ence with Co	ommission R
Please provide all available dithe following capabilities to pr				
A. Financial capabi	ility.			
Regarding the showing	of financi	ial capabi	ility, the folk	owing applies:
The application shou				

- the balance sheet
- income statement
- 3. statement of retained earnings.

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

- 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 attest that the financial statements are true and correct.

- B. Managerial capability.
- C. Technical capability.

(If you will be providing local intra-exchange switched telecommunications service, then state how you will provide access to 911 emergency service. If the nature of the emergency 911 service access and funding mechanism is not equivalent to that provided by the local exchange companies in the areas to be served, described in detail the difference.)

#### **AFFIDAVIT**

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

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

Official: 2	Signature Signature	6/5/9 g	
Title:	PRESIDENT	(305) 892-9293 × Telephone Number	16
Address:	12856 B13C	AYNE BLVD EL 33181	

FORM PSC/CMU 8 (11/86) Required by Chapter 364.337 F.S.

A-1 MOBILE TECHNOLOGIES, INC.	Florida Price List No.1 Original Sheet 1
TITLE SHEE	<b>ा</b>
FLORIDA TELECOMMUNICA	ATIONS PRICE LIST
This price list contains the descriptions, regulation the furnishing of service and facilities for telecommunities. TECHNOLOGIES, INC., with principal offices at 12 33181. This price list applies for services furnished with file with the Florida Public Service Commission, and copi hours, at the Company's principal place of business.	ications services provided by A-1 MOBILE 856 Biscayne Boulevard, North Miami, FL hin the state of Florida. This price list is on
Issued: June 5, 1998	EFFECTIVE:

by:

#### **CHECK SHEET**

The sheets listed below, which are inclusive of this price list, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original price list and are currently in effect as of the date of the bottom of this page

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

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#### **TABLE OF CONTENTS**

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Check Sheet	2
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Section 2 - Rules, Regulations and Service Quality Criteria	10 - 12
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by

#### SYMBOLS SHEET

#### PLEASE INCLUDE THE FOLLOWING LIST OF SYMBOLS VERBATIM

The following are the only symbols used for the purposes indicated below:

- D Delete or Discontinue
- I Change Resulting in and Increase to a Customer's Bill.
- M Moved from Another Price List Location.
- N New
- R Change Resulting in a Reduction to a Customer's Bill.
- T Change in Text or Regulation but no Change in Rate or Charge.

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#### PRICE LIST 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 price list. 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 FPCS follows in their price list approval process, the most current sheet number on file with the Commission is not always the price list page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2. 2.1. 2.1.1.A. 2.1.1.A.1. 2.1.1.A.1. 2.1.1.A.1.(a). 2.1.1.A.1.(a).I. 2.1.1.A.1.(a).I.(i). 2.1.1.A.1.(a).I.(i).

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A-1	<b>MOBIL</b>	E TECHNO	<b>OLOGIES</b>	. INC.
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Florida Price List No. 1 Original Sheet 6

#### **PRICE LIST FORMAT SHEETS**

D. Check Sheets - When a price list filing is made with the FPSC, an updated check sheet accompanies the price list filing. The check sheet lists the sheets contained in the price list, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The price list user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

PLEASE INCLUDE A COPY OF THIS PAGE AS IT WILL HELP THE READER TO UNDERSTAND THE PRICE LIST FORMAT.

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by:

#### **EXCHANGE SERVICE LIST**

#### INCLUDE HERE A LIST OF THE EXCHANGES IN THAT YOU ARE PROVIDING SERVICE

#### FLORIDA EXCHANGES:

Area Codes	Exchanges
305	346 Miami
•	349 Miami
	435 North Dade
	452 Miami
	473 North Dade
	476 Miami
	523 Miami
	524 North Dade
	784 Miami
	927 Miami
407	229 Orlando
	231 Orlando
	232 Cocoa
	335 Melbourne
	434 Melbourne
	575 Debary
	737 Orlando
	743 Orlando
561	297 B∼ca Raton
	432 West Palm Beach
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#### A-1 MOBILE TECHNOLOGIES, INC.

#### Florida Price List No. 1 Original Sheet 8

850	595 Pensacola
	637 Pensacola
904	401 Daytona Beach
	489 Jacksonville
	491 Fernandina Beach
	538 Jacksonville
	543 Ponte Vedra Beach
	595 Pensacola
	618 Jacksonville
	637 Pensacola
954	759 Ft Lauderdale
	835 Pt Lauderdale

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#### SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

YOU CAN USE THESE AND/OR ANY OTHER DEFINITIONS YOU WISH: JUST REMEMBER TO DEFINE HERE ANY UNUSUAL OR UNIQUE TERMINOLOGY USED IN THE BODY OF YOUR PRICE LIST.

Access Line - An arrangement which connects the customer's location to an A-1 MOBILE TECHNOLOGIES, INC. Network switching center.

Company or Carrier - A-1 MOBILE TECHNOLOGIES, INC.

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 price list regulations.

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

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

Holidays - A-1 MOBILE TECHNOLOGIES, INC.'s recognized holidays are New Year's Day, Martin Luther King, Jr. Day, Presidents Day, St. Patrick's Day, Memorial Day, July 4th, Labor Day, 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.

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#### SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA

IN THIS SECTION INCLUDE ALL OF THE RULES AND REGULATIONS. YOU SHOULD ALSO INCLUDE YOUR SERVICE GUARANTEES AND SERVICE QUALITY CRITERIA. YOU MAY WANT TO INCLUDE -LIMITATIONS, LIABILITIES, RESTORATION OF SERVICE, INTERRUPTION OF SERVICE, MAINTENANCE, BILLING, REFUNDS/CREDITS, RESPONSIBILITIES OF THE CUSTOMER, FREQUENT CY RESTRICTIONS, CANCELLATIONS, CPE, NON PAYMENT, ETC. THE FOLLOWING SUBSECTIONS ARE PROVIDED AS EXAMPLES.

#### 2.1 Undertaking of A-1 MOBILE TECHNOLOGIES, INC.

Our mission is to keep our customers well connected, informed and to help ensure their safety through the implementation of

A-1 MOBILE TECHNOLOGIES, INC. modern communication technologies.

#### 2.2 Limitations

Service is subject to limitation or interruption due to factors such as governmental regulation; surrounding terrain; weather conditions; system repairs and changes; capacity limitations; problems with the installation; operation and maintenance of customer's phone; our efforts to combat fraudulent usage; and other legitimate business reasons. If customer experiences a problem with the quality of service he should call our Customer Service.

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#### 2.3. Liabilities of The Company

A-1 MOBILE TECHNOLOGIES, INC. Shall not be liable for acts or omissions of other carriers, equipment failures or modifications, acts of God, strikes, Government actions, or other causes beyond our reasonable control. Our liability for any failure with respect to the service (or for failures with respect to long distance, or any ancillary feature or service) shall in no event exceed the charge for that item during the affected period and no liability shall result for outages of 24 hours or less. We shall not be liable for injuries to persons or property arising from the use of the service of the phone. Customer agrees to defend, indemnify and hold us and any underlying carrier (and any of our officers, directors, employees, agents and affiliates) harmless against any claims (and any related costs or Attorney fees through appeals) relating to customer's use of the service, or any ancillary service or feature, or the phone.

#### 2.4 Service Availability

We will provide service to customers within the operating range of our phone system.

#### 2.5 Interruption of Service

If customer does not pay the full amount of any invoice within 30 days after its date, or if he defaults under any agreement with us, we may terminate service without notice. Unpaid balances shall accrue interest at 18% per annum or the maximum rate allowed by law. If any collection action is taken, customer will reimburse us for all collection costs, including attorneys' fees and court costs through appeal. Our remedies hereunder are not exclusive and are in addition to all remedies provided by law. Our failure to any time to require strict performance by customer of any of any of the provisions of agreement will not waive or reduce our right thereafter to require strict compliance with any provisions of the agreement.

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#### 2.6 Deposits and Advance Payments

For purposes of determining your creditworthiness customer authorizes any trade references, bank references or consumer reporting agencies to furnish us with employment and credit information. Based on such information, we may require customer to make a suitable deposit with us in which customer grants us security interest. The deposit shall be held as security for the payment of all amounts customer may owe us from time to time. Except as otherwise required by law or tariff deposits received by us may be commingled with other funds, and we need not pay interest thereon. We may require that such deposits be increased at any time based on customer's usage, a revaluation of his credit, or any other valid reason. Customer may either (I) provide us such increased deposit, or (ii) terminate the agreement without paying a cancellation fee. Customer must promptly pay his bills even if he has given us a deposit. When the agreement is terminated, deposit may be applied to customer's account and he will remain liable for any remainder due. Credits balances will be returned to customer at his last known address within 90 days after termination, provided that any balance of ten dollars (\$10) or less will become our property.

#### 2.7 Taxes

Customer assumes liability for any sales, use, public utility, gross receipts or other taxes, fees or other Government charges (excluding income taxes) imposed on us as a result of providing the service or the phone. Customer must provide us with appropriate Tax exemption Documents prior to an invoice processing date to be relieved of taxes charged for that billing period.

#### 2.8 Employee Concessions

We will provide service at cost to our employees within the operating range of our system.

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#### **SECTION 3 - BASIC SERVICE DESCRIPTIONS AND RATES**

INCLUDE IN THIS SECTION THE DESCRIPTION OF BASIC SERVICES AND THE RATES.

#### 3.1 SERVICE OFFERING

by:

#### PRICE LIST - RESIDENTIAL TELEPHONE SERVICES

Anonymous Call Rejection	2.70	Monthly
Area Plus Plan	25.20	Monthly
Area Plus Plan with Complete Choice Plan	39.60	Monthly
Call Block	3.60	Monthly
Call Forwarding	2.70	Monthly
Call Forwarding - Busy Line	0.90	Monthly
Call Forwarding - Don't Answer	0.90	Monthly
Call Forwarding - Don't Answer with Ring		·
Control	0.90	Monthly
Call Return	3.60	Monthly
Call Return - Per Use	0.67	Per Use
Call Selector	3.60	Monthly
Call Tracing	3.60	Monthly
Call Waiting Deluxe	5.40	Monthly
Caller ID	5.40	Monthly
Caller ID Deluxe	6.75	Monthly
Complete Choice Plan	23.40	Monthly
Connection Fee	4000	One time charge
Customized Code Restrictions - Plan 1	2.25	Monthly
Customized Code Restrictions - Plan 3	2.25	Monthly
Customized Code Restrictions - Plan 4	Free	
Customized Code Restrictions - Plan 6	Free	
Flexible Call Forwarding	4.50	Monthly
Flexible Call Forwarding Plus	6.30	Monthly

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#### **RESIDENTIAL TELEPHONE SERVICES (Continued)**

Flexible Call Forwarding Plus with Audio		
Calling Name	8.10	Monthly
Flexible Call Forwarding with Audio Calling		_
Name	6.30	Monthly
Non-Listed Listing	0.72	Monthly
Non-Published Listing	1.57	Monthly
Preferred Call Forwarding	3.60	Monthly
Remote Access to Call Forwarding	4.68	Monthly
Repeat Dialing	3.60	Monthly
Repeat Dialing - Per Use	0.58	Per Use
Residential Line with Unlimited Local Calls		
Including Touch Tone	13.50	Monthly
Ring Master Service - 1 Additional Telephone		•
Number	3.60	Monthly
Speed Calling 30	2.70	Monthly
Speed Calling 8	1.80	Monthly
Three-way Calling	3.37	Monthly
Three-way Calling - Per Use	0.67	Per Use

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#### **BUSINESS TELEPHONE SERVICES**

Call Forwarding	3.60 Monthly
Call Waiting	5.22 Monthly
Connection Fee	56.00 One time Charge
Hunting/Rollover Service	9.38 Monthly
Local Measured Usage to the Expanded	
Area - Per Use	0.10 Per Use
Monthly Service - Business and FCC	33.54 Monthly
No-answer transfer	2.92 Monthly
Prepaid Services	45.00 Monthly
Three-Way Calling	4.50 Monthly

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Florida Price List No. 1 Original Sheet 16

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INCLUDE IN THIS SECTION THE DESCRIPTION OF BASIC SERVICES AND THE RATES.

#### 4.1 SERVICE OFFERINGS

One time Activation Fee \$ 40.00

Inside wiring or repair \$ 45.00 per hour

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Cellular - Beapers - Accessories - (800) -iumbers - Messaging Voice Mail - Long Distance - Calling Cards - Service

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DATE

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June 5, 1998

Florida Public Service Commission
Division of Communications
Certification and Compliance Section
2540 Shumard Oak Boulevard
Tallahasee, Florida 32399-0866

Dear Sire,

Please find enclosed our application for becoming an Alternative Exchange Carrier. I hope everything to be in order and ready for processing. If you have any questions about the information provided, please contact me at (305) 892-9293 extension 16, or by fax at (305) 892-9294.

I do appreciate all the help from your Office. Your staff was most co-operative and professional and want to thank you in advance for your prompt attention to this matter. I eagerly await your decision.

Very sincerely

Eric Rivadeneira

President

A-1 MOBILE TECH INC. 12656 BISCAYNE BLVD. NORTH MIAMI, FL 33161 WCMA Wanter Carter 2986

JUNE 5 , 98

25-80/440

PAY TO THE FLORIDA PUBLIC SERVICE COMM. \$ 2500

Two hundred and fifty 00/100 - 0011ARS

学 Margill Lynch

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