# Voice Data Internet Wireless Entertainment



Embarq Corporation EMBARQ.com Mailstop: KSOPHN0304-3B404 6450 Sprint Parkway Overland Park, KS 66251

June 9, 2006

Ms. Beth Salak
Director, Division of Competitive Markets and Enforcement
Attention: Tariff Section
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

RE: **TK001** 

Dear Ms. Salak:

Attached for filing, please find the following revised pages for the Florida Tariff P.S.C. No. 2. This filing is submitted with a proposed effective date of June 12, 2006. The Company's tariffs are available on it's website at <a href="https://www.embarg.com/tariffs">www.embarg.com/tariffs</a>.

2nd Revised Page 2 1st Revised Page 32

1st Revised Page 101st Revised Page 421st Revised Page 501st Revised Page 111st Revised Page 491st Revised Page 150

This filing expands availability of the Small Business Unlimited Solutions II long distance plan and eliminates the Voice mail requirement as a condition of subscription. This filing also adds a definition for "Embarq Local Operating Companies" and revises the definition of "Sprint LTD" and makes some miscellaneous text changes.

Commission consideration and timely approval of these pages are respectfully requested. If you have any questions or need additional information regarding this filing, please call me.

Sincerely,

Mary L. Matthews

cc: Nancy Schnitzer
Attachments
FI 06-39

# **CHECK SHEET**

The Title Page and Pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original Tariff pages that are in effect on the date shown on each page.

<sup>\*</sup>Asterisk indicates changes in current Tariff filing.

Sheet No.	Revision No	Sheet	Revision No.	Sheet	Revision No.		Sheet Revision
1234567891011234567890112345678901234567890123445678901234456789012344567890123	* 2nd Original Origin	44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 67 77 78 79 80 81 82 83 84 85 86 86 87 87 87 87 87 87 87 87 87 87 87 87 87	Original	87 88 89 90 94 95 91 92 93 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 116 121 122 123 124 129 129 129 129 129 129 129 129 129 129	Original	130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 147 149 150 151 152 153 156 161 162 163 164 165 167 168	Original

### **Trademarks and Service Marks Used in this Tariff**

Below is a list of trademarks and/or service marks for services which are offered in this Tariff. These trademarks and/or service marks are owned by Sprint Communications Company, L.P. and are used by Embarq Communications, Inc. with express permission through licensing agreements with Sprint Communications Company, L.P. These designations will not be listed hereafter in the Tariff. However, the laws regarding trademarks and service marks will still apply. Trademarks and service marks that are owned by Sprint Communications Company, L.P. cannot be used by another party without authorization.

Business Sense<sup>SM</sup>
Sprint 7¢ AnyTime<sup>SM</sup>
Sprint Block of Time for Small Business<sup>SM</sup>
Sprint Business Simple Rate<sup>SM</sup>
Sprint Personal Solutions<sup>SM</sup>
Sprint Simple 7<sup>SM</sup>
Sprint Business AnyTime<sup>SM</sup>
Sprint Small Business Unlimited Solutions<sup>SM</sup>
Sprint Solutions<sup>SM</sup>

NOTE: Due to the recent legal separation of Embarq Local Operating Companies and Embarq Communications, Inc. from Sprint Corporation, all Sprint products and services referred to in this tariff, actually refer to Embarq products and services. A specific service level agreement between Embarq and Sprint allows for the continued use of the Sprint name for a limited time. As such, a reference to a product or service may be preceded with either company name. For example, "Sprint Solutions" is the same service as "Embarq Solutions" in any associated Embarq tariff.

(N)

(N)

(N)

(N)

#### INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

# 3. <u>DEFINITIONS</u> (Continued)

#### Customer (a.k.a. Subscriber)

The term "Customer" or "Subscriber" denotes the person, firm, company, corporation, or other entity, including Casual Callers, having a communications requirement of its own which uses services under this Tariff and is responsible for the payment of charges as well as compliance with the Company's regulations pursuant to this Tariff.

#### **Embarg Local Operating Companies (a.k.a. Embarg LOC)**

The term used to describe Embarq Corporation's Incumbent Local Exchange Carriers (ILECs) operating in the states of Florida, Indiana, Kansas, Minnesota, Missouri, New Jersey, Nebraska, Nevada, North Carolina, Ohio, Oregon, Pennsylvania, South Carolina, Tennessee, Texas, Virginia, Washington, and Wyoming.

### Exchange Area

The term "Exchange Area" denotes a geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified areas where individual telephone exchange companies hold themselves out to provide communications services.

#### Local Access Transport Area (LATA)

Geographical area designated by the Federal Communication Commission for the provision and administration of telephone service to individual Customers.

# Message Telecommunications Service (MTS)

The term "Message Telecommunications Service" is a generic name for switched long-distance (Dial-1) service.

#### **NPA**

Numbering Plan Area (NPA) is a geographic boundary (area code) within which no two telephones have the same seven-digit number. The area code is represented by the first three digits of a tendigit telephone number.

# **NXX**

The second three digits of a ten-digit telephone number, representing the central office or exchange from which a call originates.

#### Premises

The term "Premises" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.).

ISSUED: 06-09-06

EFFECTIVE: 06-12-06

# 3. <u>DEFINITIONS</u> (Continued)

#### Primary Interexchange Carrier

The long distance service provider to which a Subscriber is presubscribed for 1+ long distance service. The chosen carrier's network is accessed by dialing 1+ the area code and telephone number.

#### **Qualified Residential**

Business customer's employees, listed in the product section herein as qualified residential, may subscribe to the business customer's service for satellite locations (e.g., from home). The satellite locations will receive the customer's applicable underlying business rates as defined in this Tariff. The usage of the business customer's employees' services will be invoiced to the business customer and the business customer will be financially responsible for payment of such employee's usage.

#### Rate Center

The term "Rate Center" denotes a geographically specified point used to determine mileage dependent rates.

# Regular Billing

The term "Regular Billing" denotes a standard billing invoice sent in the normal billing cycle. This billing consists of one (1) invoice for each account assigned to the Subscriber together with explanatory detail showing the derivation of the charges.

### Sprint LTD (see Embarq LOC)

The term used to describe the **former** Sprint Local Telephone Division Incumbent Local Exchange Carrier (LEC) **now** operating **as Embarq Local Operating Companies (Embarq LOC)**, in the State of Florida, **Embarq Florida**, **Inc.** 

# Subscriber

See "Customer".

ISSUED: 06-09-06

(T)

(T)

(T)

	5.	RESIDENTIAL	SERVICES	(Continued
--	----	-------------	----------	------------

- 5.1 Message Telecommunications Services (MTS) (Continued)
  - 5.1.1 <u>Solutions Service</u> (Continued)

(T)

### C. Solutions Unlimited

(T)

Solutions Unlimited Customers will receive unlimited interstate and intrastate Dial-1 usage for a monthly recurring charge. (T)

The monthly recurring charges for this service will be billed in advance. The Customer's first invoice will contain a pro-rated MRC for the first month (based on the number of Customer in-service days in the initial billing cycle) and a full MRC for the second month.

The following restrictions apply in addition to those specified in Section 5.1.1 preceding:

The Customer may not use this service for commercial use, for connection to the Internet, for other data service (including a significant amount of facsimile transmissions or data usage per month) or for any other use that does not involve a person-to-person conversation or voice message.

If it is determined that the Customer's usage is not consistent with residential voice service, the Customer will be assessed a \$50.00 data monthly charge or be disconnected.

Customers who subscribe to Solutions Unlimited and do not subscribe to the required service(s) or feature(s) will only qualify for Solutions Unlimited Option 3 (Solutions Unlimited SA). Customers who subscribe to Option 1 and subsequently cancel the services required to maintain eligibility for that option will be switched to Option 2, upon notice, if the services to which they are then subscribed render them eligible for Option 2.

(T) | (T)

When Customers subscribed to Option 4 subsequently cancel the services required to maintain eligibility for that option **they** will be switched to Option 1 or 2 upon notice, if the services to which they are then subscribed render them eligible for one of those options.

(T)

When Customers who are subscribed to Solutions Unlimited Option 1, 2 or 4 subsequently cancel the qualifying service(s) or feature(s) required to maintain eligibility for those options they will be switched to Option 3 (Solutions Unlimited SA) upon notice.

(T)

(T)

ISSUED:

<ol><li>BUSINESS SERVICES (Continued)</li></ol>
---

- 6.1 Message Telecommunications Services (MTS) (Continued)
  - 6.1.1 Solutions Service (Continued)

(T)

A. Small Business Unlimited Solutions II

(T)

Small Business Unlimited Solutions II Customers will receive unlimited interstate and intrastate Dial-1 usage for a monthly recurring charge.

(T)

The monthly recurring charges for this service will be billed in advance. The Customer's first invoice will contain a pro-rated monthly charge for the first month (based on the number of Customer in-service days in the initial billing cycle) and a full monthly recurring charge for the second month.

A Customer may not use this service for connection to the internet or other data service (including a significant amount of facsimile transmissions or data usage per month) or for any other use that does not involve a person-to-person conversation or voice message, e.g. auto dialer lines and call center line.

If the Company determines the Customer has violated the terms and conditions of the service, the Customer will be assessed a \$500.00 charge per line. In addition, the Customer's long distance service will be suspended.

The Customer may subscribe to this service for a maximum of three lines per location. Each line subscribed to Small Business Unlimited Solutions II must meet the eligibility requirements specified following:

(T)

To be eligible for this service, the Customer must subscribe to one of the following options: 1) Embarq LOC Solutions-Business Package Priority Solution 2) Embarq LOC Solutions-Business Package Sure Solution II 3) Embarq LOC Solutions-Business Package Rotary Classic Solution; 4) Embarq LOC Solutions-Business Package Economy Solution; 5) Embarq LOC Solutions-Business Package Economy Bundle Solution IIA; or 6) Embarq LOC Solutions-Business Package Complete Business Bundle. The Priority Solution Package, Sure Solution II Package, Rotary Classic Solution Package, Economy Solution Package, Economy Bundle Solution IIA Package or Complete Business Bundle may or may not include a separate charge for extended local calling.

(C)

(C)

ISSUED: 06-09-06

# 6. <u>BUSINESS SERVICES</u> (Continued)

- 6.1 Message Telecommunications Services (MTS) (Continued)
  - 6.1.1 <u>Solutions Service</u> (Continued)

(T)

D. Block of Time for Small Business (Continued)

(T)

# (3) <u>FŌNCARD Services Rates</u>

All calls will be subject to an eighteen (18) second minimum. After the initial eighteen (18) second minimum, calls will be billed in six (6) second increments.

If an operator assists in call placement, the applicable operator service charge and usage rates will apply in lieu of the following surcharge and usage rates.

Per Minute \$.09

Connection Fee, per Call \$.055

(4) Toll Free Service Option

(a) Monthly Recurring Charge

\$5.00

This monthly recurring charge is identical to, and not in addition to, the monthly recurring charge for companion interstate service as specified in the Company's interstate **Business** Schedule located at www.embarq.com/tariffs.

(T)

# 6. <u>BUSINESS SERVICES</u> (Continued)

#### 6.1 Message Telecommunications Services (MTS) (Continued)

# 6.1.2 <u>Business Sense</u> (continued)

A.	<u>Dial-1 Rates</u>	Per Minute
	Per Minute	\$.1420
B.	SDS Rate	\$.2520

All calls will be subject to a thirty (30) second minimum. After the initial thirty (30) second minimum, calls will be billed in six (6) second increments.

# C. <u>Monthly Recurring Charge</u>

No monthly recurring charge applies.

### D. <u>FŌNCARD Business Sense Rates</u>

If an operator assists in call placement, the applicable operator service charge and usage rates will apply in lieu of the following surcharge and usage rates.

Per Minute	\$.1420
Connection Fee, per Call	\$.80

#### E. Toll Free Service Option

Per Minute	\$.1420

# (a) Monthly Recurring Charge \$5.00

This monthly recurring charge is identical to, and not in addition to, the monthly recurring charge for companion interstate service as specified in the Company's interstate **Business** Schedule located at www.embarg.com/tariffs.

(T)

#### 106. OBSOLETE BUSINESS SERVICES

FŌNCARD Services, Operator Services and Directory Assistance are available with all services under the terms and conditions specified in Section 7 of this Tariff. Calls placed using FŌNCARD Services and Operator Services are charged at the applicable rates for those services in lieu of the rates specified herein, unless otherwise specified for a particular service.

### 106.1 Legacy Message Telecommunications Service (MTS)

Legacy Message Telecommunications Services, except for Business Sense, are add-ons to the Company's interstate offering and accordingly, Customers must subscribe to Legacy Message Telecommunications Services for both the interstate and intrastate long distance service. These services are available only through **Embarq LOC** to **Embarq LOC** business Customers who have selected the Company as their Primary Interexchange Carrier. Applicable interstate rates are located in the Company's interstate Business Schedule located at <a href="https://www.embarq.com/tariffs">www.embarq.com/tariffs</a>.

### 106.1.1 Real Solutions Annual II

Real Solutions Annual II is a packaged telecommunications service which offers customers using either domestic and/or international calling the flexibility to choose a flat rated option that is neither distance, time-of-day, day-of-week or usage sensitive (via switched access) for their outbound, toll free, switched data usage and FŌNCARD.

Real Solutions Annual II services allow for subscriber defined invoicing and reporting. FŌNCARD is available as a feature of the outbound options. Domestic calls will be billed an eighteen (18) second minimum. After the initial 18 second minimum, calls will be billed in six (6) second increments.

Usage rates are set forth below. Real Solutions Annual II for intrastate use is sold as an add-on service to the Company's interstate offering.

Real Solutions Annual II has four minimum annual commitment levels. The \$12,000 and \$36,000 commitment levels each have one through three-year commitment terms. The \$60,000 commitment level has one and three year commitment terms. The \$300,000 commitment level has a one-year commitment term. Real Solutions Annual II is available to single and multi-location customers for outbound calls which originate using switched access facilities and terminate using shared use facilities. A term plan will automatically renew for an equivalent term and minimum annual commitment level unless the customer provides written notification to cancel the plan, with such notification being received by the Company not less than 45 days prior to the expiration of the term.

(T)

(T)

ISSUED: 06-09-06