

**Lance J.M. Steinhart, P.C.**  
Attorneys At Law  
1725 Windward Concourse  
Suite 150  
Alpharetta, Georgia 30005

Also Admitted in New York  
Email: [lsteinhart@telecomcounsel.com](mailto:lsteinhart@telecomcounsel.com)

Telephone: (770) 232-9200  
Facsimile: (770) 232-9208

October 12, 2015

**VIA records@utc.wa.gov ONLY**

Secretary  
State of Washington  
Utilities and Transportation Commission  
1300 S. Evergreen Park Dr., SW  
Olympia, WA 98504

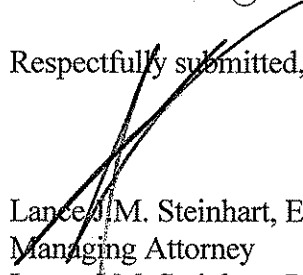
Re: BCM One, Inc. f/k/a McGraw Communications, Inc.  
Original Docket No. UT-0311661

Dear Sir or Madam:

Please be advised that McGraw Communications, Inc. has changed its name to BCM One, Inc. Attached please find revised price list reflecting the new name along a copy of the company's Amended Certificate of Existence/Authorization issued by the Secretary of State.

If you have any questions or if we may provide you with any additional information, please do not hesitate to contact Kali Reeves at [kreeves@telecomcounsel.com](mailto:kreeves@telecomcounsel.com) or 770-232-9145.

Respectfully submitted,

  
Lance J.M. Steinhart, Esq.  
Managing Attorney  
Lance J.M. Steinhart, P.C.  
Attorneys for BCM One, Inc. f/k/a McGraw Communications, Inc.

Attachments  
cc: Sadia Mendez

**PRICE LIST**

Price Lists must be filed using the following format. All pages must include the telecommunications company name, page number, and effective date.

Telecommunications Company Name: BCM One, Inc.

Address: 521 5<sup>th</sup> Ave., 14<sup>th</sup> Floor

City/State/Zip: New York, New York 10175

Unified Business Identification Number (UBI): 602331694

(if you don't know your UBI number please contact the Department of Licensing at 360-664-1400)

**Regulatory Contact:**

Name: Francis X. Ahearn, CEO

Phone Number: (212) 849-2223 Fax Number: (212) 849-2283 E-Mail: fahearn@bcmone.com

A complete copy of the company's Price List is available at this website address: www.bcmone.com

Place the service(s) will be provided: Statewide

**WUTC should refer requests for information regarding consumer questions and/or complaints to the following company representative:**

Name: Francis Ahearn

Title: CEO

Phone Number: (212) 849-2223

Fax Number: (212) 849-2283

E-Mail: fahearn@bcmone.com

**TELECOMMUNICATIONS SERVICES THAT WILL BE PROVIDED:**

<input checked="" type="checkbox"/>	Local Exchange Service	<input type="checkbox"/>	Data Services
<input checked="" type="checkbox"/>	Calling Cards	<input checked="" type="checkbox"/>	Prepaid Calling Cards
<input type="checkbox"/>	Alternate Operator Services	<input checked="" type="checkbox"/>	Directory Assistance
<input checked="" type="checkbox"/>	Long Distance Interlata	<input checked="" type="checkbox"/>	WATS (800/888)
<input checked="" type="checkbox"/>	Long Distance Intralata		
<input type="checkbox"/>	Other, please specify _____		

**Indicate limitations, terms, or conditions and all rates, charges, or prices for the services being offered.**

EXPLANATION OF SYMBOLS

- (C) - To signify changed conditions or regulation.
- (D) - To signify discontinued rate, regulation or condition.
- (I) - To signify increase.
- (K) - To signify that material has been transferred to another sheet or place in the price list.
- (M) - To signify that material has been transferred from another sheet or place in the price list.
- (N) - To signify new rate, regulation, condition or sheet.
- (O) - To signify no change.\*
- (R) - To signify reduction.
- (T) - To signify a change in text for clarification

\*The use of symbol "O" shall be discretionary unless its use in the interest of clarity is evident or specifically requested by the commission.

SECTION 1 - DEFINITIONS

**Authorized User:** An end user authorized by the customer to use the service.

**Collect Call:** A billing arrangement where a call is billed to the called station.

**Commission:** Washington Utilities and Transportation Commission.

**Customer:** The person, firm, corporation or other entity which orders or uses service and, has agreed by signature or otherwise to honor the terms of the service herein, and is responsible for the payment of rates and charges for service to call customer locations and for compliance with price list regulations.

**Measured Service:** The provision of intrastate long distance measured time communications telephone service to customers who access the carrier's service at its switching and call processing equipment by means of access facilities obtained from a local exchange common carrier. Carrier is responsible for arranging for the access lines.

**Operator Station:** A call that is completed with the assistance of an operator and billed to the calling party.

**Person-to-Person:** A call for which the person originating the call specifies to the operator a particular person, department or extension is to be reached. Person-to-Person charges only apply when the call is completed to the requested party or when the calling party agreed to talk to another person.

**Telecom Unit** - A measurement of telecommunications service equivalent to one minute of usage between any two points within the State of Washington.

**Third Party Billing:** Service option that allows a call to be billed to an account different from that of the calling or called party.

SECTION 2 - SERVICES, LOCATION, PRICES AND CHARGES

1. DESCRIPTION OF SERVICE

- a. **1+ Dialing.** The customer utilizes "1+" dialing, or "101XXXX" dialing followed by "1 + ten digits" for interLATA calls, or dials "101XXXX" followed by "1 + 7 digits" or "1 + 10 digits" for intraLATA calls.

**Travel Cards.** The Customer utilizes an 11 digit "toll-free" access number established by the Company to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, and the ten digit number of the called party.

**800/888 Service (Toll free).** This service is inbound calling only where an 800, 888 or other toll-free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

**Prepaid Calling Cards.** This service permits use of Prepaid Calling Cards for placing long distance calls. Customers may purchase Company Prepaid Calling Cards at a variety of retail outlets or through other distribution channels.

Company Prepaid Calling Card service is accessed using the Company toll-free number printed on the card. The caller is prompted by an automated voice response system to enter his/her Authorization Code, and then to enter the terminating telephone number. The Company's processor tracks the call duration on a real time basis to determine the number of Telecom Units consumed. The total consumed Telecom Units for each call is deducted from the remaining Telecom Unit balance on the Customer's Company Prepaid Calling Card.

All calls must be charged against Prepaid Calling Card that has a sufficient Telecom Unit balance. A Customer's call will be interrupted with an announcement when the balance is about to be depleted.

When the balance is depleted, the Customer can either call the toll-free number on the back of the Company Prepaid Calling Card and "recharge" the balance on the card using a nationally recognized credit card, or the Customer can throw the card away and purchase a new one. Calls in progress will be terminated by the Company if the balance on the Company Prepaid Calling Card is insufficient to continue the call.

A card will expire on the date indicated on the card, or if no date is specified, 6 months from the date of purchase, or the date of last recharge, whichever is later. A credit allowance for the Company Prepaid Calling Card Service is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call.

To receive the proper credit, the Customer must notify the Company at the designated toll-free customer service number printed on the Company Prepaid Calling Card and furnish the called number, the trouble experienced (e.g. cut-off, noisy circuit, etc.), and the approximate time that the call was placed.

When a call charged to a Company Prepaid Calling Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the Customer will receive a credit equivalent of one Telecom Unit.

Credit allowances for calls pursuant to the Company Prepaid Card Service do not apply for interruptions not reported promptly to the Company or interruptions that are due to the failure of power, equipment or systems not provided by the Company.

Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.

The Company will block all calls beginning with the NPA "900" and NXX "976" calls, therefore such calls can not be completed.

A Customer is entitled to a refund for the value of his or her Telecom Unit balance at any time upon return of the Prepaid Calling Card. In the event of the Company's financial failure, the Customer will be able to get refund information by calling the Company's toll-free customer service number.

Rates, terms, and conditions will be disclosed at the point of purchase by Customer.

**Directory Assistance.** Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.



- b. Timing of calls begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. The company does not bill for incomplete calls.

**2. LOCATION OF SERVICE**

- a. Statewide

3. **PRICES AND CHARGES**

**1+ Dialing**

\$0.15 per minute

A \$4.95 per month service charge applies.  
Billed in one minute increments.

**Travel Cards**

\$.199 per minute

A \$.25 per call service charge applies.  
Billed in one minute increments.

**Toll Free**

\$0.15 per minute

A \$10 per month per number service charge applies.  
Billed in one minute increments.

Prepaid Calling Cards

\$.50 Per Telecom Unit

A \$.99 per call service charge applies.

**Directory Assistance**

\$.95 per call

**Payphone Dial Around Surcharge**

A dial around surcharge of \$.99 per call will be added to any completed INTRASTATE toll access code and subscriber toll-free 800/888 type calls placed from a public or semi-public payphone.

**Universal Service Fund Assessment**

The Customer will be assessed a monthly Universal Service Fund Contribution charge on all telecommunications services, which in no event shall be less than the prevailing contribution percentage rate charged the Company on intrastate traffic by the Universal Service Administrative Company (or any successor) or any state agency or its administrator.

### SECTION 3 - RULES AND REGULATIONS

#### 1. ADOPTION OF RULES OR REGULATORY AUTHORITIES

- a. The rules regulating Competitive Classified Companies presubscribed by the Commission are adopted and by this reference are made a part of this price list unless otherwise waived by order of the Commission.

#### 2. INTERCONNECTION

- a. Interconnection with the facilities or service of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. The customer is responsible for taking all necessary for taking all necessary legal steps for interconnecting customer-provided terminal equipment or communications systems with carrier's facilities. The customer shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnection. Any special interface equipment of facilities necessary to achieve compatibility between the facilities of the carrier and other participating carriers shall be provided at the customer's expense.

#### 3. APPLICATION FOR SERVICE

- a. Application for service may be made verbally or in writing. The name(s) of the customer(s) desiring to use the service must be set forth in the application for service.

#### 4. DEPOSITS AND ADVANCE PAYMENTS

- a. Deposits and advance payments are not required.

#### 5. PAYMENT AND BILLING

- a. Service is provided and billed on a monthly basis in arrears.
- b. Initial billing for set-up and installation charges or monthly service fees will not commence for any new customer until the customer has actually been placed in service.
- c. Billing will be payable upon receipt and past due 15 days after issuance.

6. CANCELLATION BY CUSTOMER

- a. Cancellation of service by the customer can be made either verbally or in writing and is applied pursuant to WAC 480-120-081 (1) as follows:
  - i. Where an application for service is canceled by the customer prior to the start of any design work or installation of facilities, no charge applies.
  - ii. When an application which requires special design work is canceled after the design work has begun, the company may collect charges equal to the cost incurred for the associated design work to date.
  - iii. if cancellation is requested after completion of an installation, it will be treated as a discontinuance of service. Any minimum contract requirements of prescribed service will be applicable.

7. DISCONNECTION OF SERVICE BY CARRIER

- a. The carrier may discontinue for any of the following reasons:
  - i. Nonpayment of bills;
  - ii. Tampering with the company's property;
  - iii. Vacation of the premises by subscriber;
  - iv. Violation of rules, service agreements, or filed price list;
  - v. Use of subscriber equipment which adversely affects the company's service to its other subscribers;
  - vi. Fraudulent obtaining or use of service; or,
  - vii. Unlawful use of service or use of service for unlawful purposes.

- b. Except in case of danger to life or property, fraudulent use, impairment of service, or violation of law, the carrier will, prior to disconnection, mail written notice of the pending disconnection to the subscriber. The company will not disconnect service prior to the eighth business day following mailing of the notice. In the alternative, the company may provide delivered notice and disconnect not prior to 5:00 p.m. of the next business day, in accordance with WAC 480-120-081(5).
- c. Before service is disconnected, the company will make a good faith effort, by two attempts during reasonable hours, to reach the subscriber by telephone to advise the subscriber of the pending disconnection and the reasons therefore. The company will maintain a log or record of the attempts, showing the telephone number called and the time of call. In the alternative, the company may provide personal notice in accordance with WAC-120-081 (5). Telephone or personal contact need not be attempted when the company has attempted such contact in any two billing periods during a consecutive twelve-month period and the company has notified the subscriber in writing that telephone or personal contact will not be attempted in the future before disconnected service.
- d. All notices of delinquency or pending disconnection will include details pertinent to the situation and describe how the subscriber can make contact with the company to resolve any differences. All notices must accurately state amounts owing for service(s) which are subject to disconnection. A new notice will be required in cases where information is incorrect.
- e. Except in case of danger to life or property, no disconnection shall be made on Saturdays, Sundays, legal holidays, or on any other day which the company cannot reestablish service on the same or following day.
- f. When the company has reason to believe service is to other than the subscriber of record, the company shall undertake reasonable efforts to inform occupants of the service address of the impending disconnection. In this case, at the request of the service users, a minimum period of five business days will be allowed to permit the service users to arrange for continued service.

- g. Where service is provided to a hospital, medical clinic with resident patients, or nursing home, notice of pending disconnection shall be provided to the secretary, Washington State Department of Social and Health Services, as well as to the subscriber. Upon request from the secretary or his designee, a delay in disconnection of no less than five business days from the date of notice will be allowed so that the department may take whatever steps are necessary in its view to protect the interests of the resident patients.
- h. The company may not immediately disconnect service if the customer has met the requirements of WAC 480-120-081(3) regarding a medical emergency.
- i. Service will not be totally disconnected while a subscriber is pursuing any remedy or appeal provided for by Commission rules, provided any amounts not in dispute are paid when due.
- j. Service will be restored when the causes of discontinuance have been removed and when payment or satisfactory arrangements for payment of all proper charges due from the customer has been made as provided for in the price list of the carrier.

8. INTERRUPTION OF SERVICE

- a. The company will follow the Commission's rules (WAC 480-120-520) in the case of major outage and/or service interruption.
- b. It is the obligation of the customer to notify the carrier of any interruptions in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission of the customer, not within the customer's control, or is not in writing or equipment connected to the terminal of the carrier.
- c. All reported interruptions of service will be restored within two working days, excluding Sundays and holidays, except those caused by emergency situations, unavoidable catastrophes and force majeure.



9. RESTORATION OF SERVICE

- a. The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities and in compliance with WAC 480-120-520.

10. TAX ADJUSTMENT

- a. The Company concurs in the Municipal Utility Occupation tax schedules of each Local Exchange Company tariff in the state of Washington to the extent those local taxes are both current and applicable to the services the Company provides. This amount will be separately stated on each bill to the customer.

11. LIMITATION OF LIABILITY

- a. The Company's liability for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event shall exceed an amount equal to the proportionate charge to the Customer for the period of service during which mistakes, omissions, interruptions, delays, errors, or defects in transmission occur. For purposes of computing such amount, a month is considered to have 30 days.
- b. The Company is not liable for any act or omission of any other company or companies furnishing a portion of the service except its Underlying Carrier.
- c. The Company shall be indemnified and held harmless by the Customer against all other claims arising out of any act or omission of the Customer in connection with any service provided by the Company.
- d. No agents or employees of other carriers shall be deemed to be agents or employees of the Company

UNITED STATES OF AMERICA

The State of  Washington  
Secretary of State

I, KIM WYMAN, Secretary of State of the State of Washington and custodian of its seal,  
hereby issue this

**CERTIFICATE OF EXISTENCE/AUTHORIZATION**  
**OF**  
**BCM ONE, INC.**

I FURTHER CERTIFY that the records on file in this office show that the above named Profit  
Corporation was formed under the laws of the State of NY and was issued a Certificate Of  
Authority in Washington on 12/9/2008.

I FURTHER CERTIFY that as of the date of this certificate, BCM ONE, INC. remains active  
and has complied with the filing requirements of this office.

Date: October 1, 2015

UBI: 602-331-694



Given under my hand and the Seal of the State  
of Washington at Olympia, the State Capital

Kim Wyman, Secretary of State