

INTRALATA WHOLESALE SERVICE

This tariff cancels PACIFIC BELL  
Tariff F.C.C. No. 131.

REGULATIONS AND SCHEDULES OF CHARGES

Applying to interstate service between points

WITHIN THE LATAs

Of Pacific Bell Telephone Company

to which IntraLATA Wholesale Service is available.

Services are provided by means of wire, fiber optics, radio or any other  
suitable technology or a combination thereof.

The original effective date of Pacific Bell Tariff No. 131 is October 26, 1999.

This tariff is issued under authority of Special Permission No. 00-028 of the FCC

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One Bell Plaza, Dallas, Texas 75202

## INTRALATA WHOLESALE SERVICE

## CHECK SHEET

Title Page 1 and pages 1 to 5-2 inclusive in this tariff are effective as of date shown. Original pages as named below contain all changes from the original tariff that are in effect on the date hereof.

Page	Number of Revisions Except as Indicated
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Title 1	Original
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2	Original
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5	Original
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5-1	Original
5-2	1st*

\*New or Revised Page

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CONCURRING CARRIERS

NO CONCURRING CARRIERS

CONNECTING CARRIERS

NO CONNECTING CARRIERS

OTHER PARTICIPATING CARRIERS

NO OTHER PARTICIPATING CARRIERS

SERVICE MARKS

NO SERVICE MARKS

REGISTERED SERVICE MARKS

NO REGISTERED SERVICE MARKS

OTHER COMPANIES' REGISTERED SERVICE MARKS

NO OTHER COMPANIES' REGISTERED SERVICE MARKS

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EXPLANATION OF SYMBOLS

- (C) To signify changed regulation
- (D) To signify discontinued rate or regulation
- (I) To signify increase
- (M) To signify material relocated without change
- (N) To signify new rate or regulation
- (R) To signify reduction
- (S) To signify reissue material
- (T) To signify a change in text but no change in rate or regulation
- (Z) To signify a correction

EXPLANATION OF ABBREVIATIONS

- CABS Customer Access Billing System
- CIC Carrier Identification Code
- IECC Interexchange Carrier Center
- IC Interexchange Carrier
- IWS IntraLATA Wholesale Service
- LATA Local Access and Transport Area
- PB Pacific Bell Telephone Company
- PIC2 Presubscribed Interexchange Carrier 2

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REFERENCE TO OTHER TARIFFS

Whenever reference is made in this tariff to other tariffs of the Telephone Company, the reference is to the tariffs in force as of the effective date of this tariff, and to amendments thereto and successive issues thereof.

REFERENCE TO PUBLICATIONS

There are no other publications referenced in this tariff.

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INTRALATA WHOLESAL SERVICE

1. Application of Tariff

- 1.1 This tariff contains the regulations, rates and charges applicable to the provision of IntraLATA Wholesale Service (IWS) between two states where a local access and transport area (LATA) covers more than one state and is provided to customers with a valid Carrier Identification Code (CIC) and that can be identified in a PIC2 environment. IWS offers customers the ability to utilize the Telephone Company's network to provide 1+ interstate intraLATA originating and terminating toll calls for the customer's end users.

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2. Definitions

(D)  
|  
(D)

Carrier Identification Code (CIC)

Denotes the numeric code that is assigned by the North American Numbering Plan Association (NANPA) to interexchange carriers for the provisioning of (FGB) and/or (FGD) trunk side Access Service. The four digit numeric code uniquely identifies the IC.

Customer(s)

Denotes any individual, partnership, association, joint-stock company, trust, corporation or government entity or any other entity which subscribes to the services offered under this tariff.

End User

Denotes any customer of an intrastate or interstate carrier, or foreign telecommunications service that is not a carrier, except that a carrier other than a Local Exchange Carrier (LEC) shall be deemed to be an "end user" to the extent that such carrier uses a telecommunication service for administrative purposes, and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller.

Exchange

Denotes a unit, generally smaller than a local access and transport area (LATA), established by the Telephone Company for the administration of communications service in a specified area, which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. One or more designated exchanges comprise a given LATA.

Interexchange Carrier (IC)

Denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate, interstate or foreign communication by wire or radio, between two or more exchanges.

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2. Definitions (Cont'd)

Interstate IntraLATA Telecommunications

Applies to service between points in different states that are in the same LATA.

IntraLATA Service

Applies to service between points that are in the same LATA.

Local Access and Transport Area (LATA)

Denotes a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

(D)  
(D)

North American Numbering Plan (NANP)

Denotes a three-digit Numbering Plan Area (NPA) code and a seven-digit telephone number made up of a three-digit Central Office code plus a four-digit station number.

Presubscribed Interexchange Carrier 2 (PIC2)

Denotes an arrangement whereby a customer of the Telephone Company has designated an IC to complete its 1+ and 0+ intraLATA toll calls. This is referred to as a Local Presubscribed Interexchange Carrier (LPIC) for intraLATA toll calls.

The Telephone Company

Refers to Pacific Bell Telephone Company.

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## INTRALATA WHOLESALE SERVICE

3. General Regulations3.1 Scope

- A. The Telephone Company does not undertake to transmit messages but furnishes the use of its service to its customers for telecommunications.
- B. The provision of services by the Telephone Company as set forth in this tariff does not constitute a joint undertaking with the customer for the furnishing of any service.
- C. Facilities utilized by the Telephone Company to provide service under the provision of this tariff shall remain the property of the Telephone Company.

3.2 Availability of Service

Service is furnished subject to the availability of the service components required. The Telephone Company will (1) determine which of those components shall be used and (2) make modifications to those components at its option.

3.3 Limitations Due to Emergency Conditions

The Telephone Company reserves the right to limit the duration of connection when necessary because of a shortage of service components caused by emergency conditions.

3.4 Liability

- A. The Telephone Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a customer or by any others, for damages associated with any aspect of the provision of service and subject to the provisions of 3.4 (B) through 3.4 (E), following, the Telephone Company's liability, if any, shall not exceed an amount equal to the initial period charge applicable for such a message to the called station. This liability shall be in addition to any billing adjustments that may otherwise be appropriate.
- B. The customer shall indemnify and save the Telephone Company harmless against claims for libel, slander, or infringement of copyright from the material transmitted over its service; against claims for infringement of patents arising from combining with, or using in connection with, service of the Telephone Company, and against all other claims arising out of any act or omission of the customer in connection with service provided by the Telephone Company.

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3. General Regulations (Cont'd)3.4 Liability (Cont'd)

- C. No customer participating in this service shall be liable for any act or omission of any other customer also participating in the service.
- D. The Telephone Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Telephone Company (except to the extent a contributing cause is the malfunctioning of a Telephone Company-provided connecting arrangement).
- E. The Telephone Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Telephone Company, acts of God and other circumstances beyond the Telephone Company's reasonable control.

3.5 Abuse and Fraudulent Use

- A. The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of service includes:  
  
The use of the services of the Telephone Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the charge applicable for service;
- B. The obtaining, or attempting to obtain or assisting to obtain or to attempt to obtain, IntraLATA service, by rearranging, tampering with, or making connection with any service components of the Telephone Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service;
- C. The use of service of the Telephone Company for a call or calls, anonymous or otherwise, if in a manner reasonably expected to frighten, abuse, torment, or harass another;
- D. The use of profane or obscene language;
- E. The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers.

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3. General Regulations (Cont'd)3.6 Unlawful Purposes

The service is furnished subject to the condition that it will not be used for an unlawful purpose.

3.7 Payment for Service

The customer is responsible for payment of all charges for services furnished under this tariff.

3.8 Termination of Service for Cause

Upon nonpayment of any sum due the Telephone Company, or upon a violation of any of the conditions governing the furnishing of service, the Telephone Company may by notice in writing to the customer, without incurring any liability, forthwith discontinue the furnishing of said service until payment in full has been received.

3.9 Advance Payments

Applicants for IWS, whose financial responsibility is not a matter of general knowledge or who are not connected in a substantial way with a firm, corporation or other concern of established credit, may be required to make an advance payment of at least one month's estimated charges.

3.10 Deposits

The Telephone Company may, in order to safeguard its interests, require the customer to deposit a sum up to an amount equal to twice the estimated average monthly charge for IWS offered herein; such deposit to be held by the Telephone Company as a guarantee of the payment of charges provided for herein. The fact that a deposit has been made in no way relieves the customer from complying with the Telephone Company's regulations as to advance payments and the prompt payment of bills on presentation. At such time as the service is terminated, the amount of the deposit shall be credited to the customer's account and any credit balance that may remain shall be refunded. At the option of the Telephone Company such a deposit may be refunded or credited to the customer at any time prior to termination of the service.

For the period the deposit is held by the Telephone Company, the customer will receive simple interest that has been established by the appropriate tariff within the state.

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4. Service Description

4.1 General

- A. IntraLATA Wholesale Service (IWS) provides customers the ability to utilize the Telephone Company's network to transmit 1+ Interstate IntraLATA toll calls for their end users over the Telephone Company's network from the Telephone Company's access lines provided to the Telephone Company's end users. (T)  
(T)  
(T)
- B. The IWS per minute of use rate is assessed per originating completed minute of use for network facilities and unrated toll record. The IWS Service Order Charge will be applied to each Tandem in which an IWS service order is processed by the Telephone Company. The IWS Network Charge will be applied to the initial IWS order to cover the establishment and removal of IWS functionality in all Telephone Company end offices. (T)  
(T)  
(N)  
(N)  
(N)  
(N)

4.2 Provisioning

- A. Customers must have a valid CIC to route all 1+ interstate IntraLATA toll traffic including their 0+ Collect and 0+ Billed to Third party IntraLATA calls over the Telephone Company's existing network. 0+ Collect calls and 0+ Billed to Third party IntraLATA calls will route over the Telephone Company's network and be completed by the Telephone Company. The IWS customer will not be charged the MOU for 0+ Collect calls or 0+ Billed to third Party IntraLATA calls as set forth in Schedule 5.2, and the revenue for these calls will be collected by the Telephone Company. The responsibility for notifying the end users about this billing arrangement rest with the IWS customer. Excluded from IWS are casual dialed IntraLATA toll calls (101XXXX+1), Foreign and Home Numbering Plan Area (F/HNPA) 555-1212 IntraLATA, HNPA 555-1212 interLATA and Coin service (1+ Coin Service will not work without Exchange Access Operator Services Signaling and coin control signaling provided by the customer's provider of choice). (T)  
(D)  
(N)  
|  
(N)  
(C)
- B. The Telephone Company will resolve trouble isolated to the Telephone Company's network as reported by the IWS customer, as well as the IWS customer's end users. Such trouble may be reported to designated personnel of the Telephone Company by the IWS customer or their IWS end users. (N)  
|
- C. The network announcement heard by a caller will be that of the Telephone Company, not the IWS customer, since the customer uses the Telephone Company's infrastructure including the network announcement. (N)  
|

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INTRALATA WHOLESALE SERVICE

4. Service Description (Cont'd)

4.3 Ordering

A. An IWS Order is required when a customer initially orders IWS or when ordering modifications to existing IWS services.

(D)  
(D)  
(D)

B. IWS is ordered by submitting the "IWS Ordering Form" to the Access Service Center. The customer must purchase IWS for all Telephone Company Tandems within a state when ordering service. The IWS Service Order Charge as specified in Section 5.2 will apply to each Tandem.

(N)

A minimum of 30 days written notice to establish service and to disconnect service is required.

(N)  
(D)

(D)

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5. Rate Regulations

This section contains the specific regulations governing the rates and charges that apply to IWS.

5.1 Rate Elements

A. IWS Rate per Minute of Use

IWS per minute of use rate provides for the use of the Telephone Company's network facilities and unrated toll record and is applied to each completed originating minute of use measured.

(T)

B. IWS Service Order Charge

The IWS Service Order Charge is a nonrecurring charge which applies to each service order, per Tandem, processed by the Telephone Company. The customer must purchase IWS for all Telephone Company tandems within a state when ordering service.

(T)

|

(T)

C. The IWS Network Charge

The IWS Network Charge is a nonrecurring charge that will be applied to any initial IWS order. This charge covers the establishment and removal of IWS functionality in all Telephone Company end offices for which service is ordered.

(N)

|

|

(N)

5.2 Rates and Charges

	Rate per Originating <u>Minute of Use</u>	
A. IWS Rate	\$.025 (R)	
	Nonrecurring <u>Charge</u>	
	Charge per Order/Request	
B. IWS Service Order Charge	\$50.00 (I)	
C. IWS Network Charge	\$160,000.00	(N)

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