

**BEFORE THE WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION**

In the Matter of	)	
	)	DOCKET NO. UT- 041127
THE JOINT PETITION FOR	)	
ENFORCEMENT OF	)	<b>AFFIDAVIT IN SUPPORT OF</b>
INTERCONNECTION AGREEMENTS	)	<b>JOINT PETITION</b>
WITH VERIZON NORTHWEST, INC.	)	
(a/k/a GTE)	)	

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**AFFIDAVIT OF MITCHELL H. MENEZES**

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1. I, Mitchell H. Menezes, being duly sworn and on oath state, I am a Senior Commercial Attorney for AT&T Corp. operating in its Western Region, which includes the State of Washington, among others.

2. As a Senior Commercial Attorney, my job responsibilities include negotiating, understanding and enforcing interconnection agreements with incumbent local exchange carriers ("ILECs"), including Regional Bell Operating Companies ("RBOCs").

3. I am familiar with the interconnection agreement between AT&T Communications of the Pacific Northwest, Inc. and Verizon Northwest, Inc. (formerly GTE Northwest, Inc.). The Washington Commission approved this agreement in Docket No. UT-960307 and it is the agreement at issue in this proceeding.

4. As asserted in the Petition, by notice dated June 8, 2004,<sup>1</sup> Verizon informed AT&T and others of its plan to replace its “existing Mount Vernon class 5 Nortel DMS-100 switch with a Nortel Succession packet switch.” The Notice went on to inform AT&T and others that Verizon in its view was not required to provide unbundled packet switching under the Federal Communications Commission’s (“FCC’s”) Triennial Review Order (“TRO”) and that Verizon would therefore not provide unbundled packet switching at Mount Vernon beginning September 10, 2004. Verizon planned to and, to my understanding has, moved all CLEC customers from the UNE platform to the resale platform. This notice is attached to the Joint Petition for Enforcement.

5. In response to Verizon’s notice, AT&T sent the letter contained in **Attachment 2** to this affidavit inviting Verizon to discuss the switching issues and invoking the necessary contract provision under which such discussions are to take place. Verizon’s letter responding to AT&T’s invitation is contained in **Attachment 3** to this Affidavit, and it essentially states that Verizon will not negotiate the issue.

6. AT&T’s interconnection agreement with Verizon requires Verizon to provide unbundled network elements, including unbundled switching and to comply with the necessary change-in-law provisions, among others, where it seeks to alter its obligations. *See Attachment 4* to this Affidavit (a copy of the relevant sections). While AT&T does not currently serve customers out of the Mount Vernon central office, its interconnection agreement does not draw distinctions for the provision of UNEs based upon where AT&T actually has customers at any given point in time, nor does it allow

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<sup>1</sup> Verizon subsequently sent, by facsimile on June 14th, a letter, dated June 7, 2004, to AT&T in substantially the same form as the June 8<sup>th</sup> notice. The June 7, 2004, letter is attached hereto as **Attachment 1**.

Verizon to act unilaterally to discontinue the provision of UNEs under such circumstances.

7. By discontinuing the provision of UNE-P in the Mount Vernon central office, by failing to negotiate and by failing to comply with either the change-in-law provisions or the network modification provisions, Verizon has breached its contract with AT&T.

Dated this 17<sup>th</sup> day of September, 2004.

September 17, 2004  
Date

Mitchell H. Menzies  
Signed

Signed and Sworn before me this 17<sup>th</sup> day of September, 2004.



My Commission Expires 5-3-06

Cassandra J. Rushing  
Notary Public in and for the State of Colorado  
Address 1875 Lawrence St., Denver CO 80202  
My commission expires on 5-3-06

ATTACHMENT 1

7113 3701 5370 4628 2930

00000444-01



Interconnection Services Policy and Planning  
Wholesale Marketing

600 Hidden Ridge  
HQEWMNOTICES  
Irving, TX 75038

wmnotices@verizon.com

June 7, 2004

Peggy Nelson  
Senior Attorney  
AT&T Communications of the Pacific Northwest Inc.  
679 Bluff Street  
Glencoe, IL 60022

**Subject: MOUNT VERNON, WA CENTRAL OFFICE REPLACEMENT AND UNE SWITCHING  
AVAILABILITY**

This letter is a **formal** notice under the interconnection agreement between Verizon Northwest Inc., f/k/a GTE Northwest Incorporated and AT&T Communications of the Pacific Northwest Inc. for the State of Washington to inform you of a Verizon end office replacement project in the state of Washington. Verizon will replace the existing Mount Vernon central office Nortel DMS-100 switch with a Nortel Succession packet switch. This will require your company to perform certain work as described below.

Network Changes

The project will replace the existing Mount Vernon class 5 Nortel DMS-100 switch with a Nortel Succession packet switch, moving the class 5 central office to another building. At the completion of the project, the existing switch will only serve a class 4 toll switching function. Verizon will use a trunk gateway to interface with the packet switch so that the existing means of interconnection will be unchanged.

This letter should provide you all of the information necessary to build direct end office trunks to the new class 5 packet switch trunk gateway. The following details will allow you to submit ASR's in a timely and accurate manner:

General Information

Existing Central Office - Mount Vernon, Washington: MTRVWAXXDS1  
New Central Office - Mount Vernon, Washington: MTRVWAXFPSA  
New Central Office Point Code - Mount Vernon, Washington: 240049038  
Timeframe for ASR's to be submitted for new CLLI code: 9/13/04 through 10/15/04  
Due dates for trunks to be established on new CLLI code: 9/24/04 through 10/29/04



## MOUNT VERNON, WA CENTRAL OFFICE UPGRADE AND UNE SWITCHING AVAILABILITY

June 7, 2004

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Trunk Rearrangements

ASR's to disconnect and reestablish service between the old and new Mount Vernon, Washington Central Office entities should be related via the RPON (Related Purchase Order Number) field on the ASR (i.e., trunk order to trunk order and facility order to facility order). Note, Verizon will provision inter-machine trunks during the transition to ensure service continuity is maintained from the existing switch to the new switch, and carriers can initiate trunk orders on the new switch going forward consistent with generally followed procedures.

ASR's should carry a project id of "MTVRWAXF-TRUNKS"1 in the ASR "PROJECT" field.

Please consider this letter as a substitute for individual Trunk Group Service Requests (TGSR's) that will not be submitted separately.

SS7 Impacts

If SS7 service arrangements are provided to your company via another telecommunications provider, you must contact that provider and make arrangements for their code administrator to update the Local Exchange Routing Guide (LERG). This is a critical step to follow to ensure that your traffic will not be misrouted nor interrupted. Verizon will not make these arrangements on your company's behalf.

Unbundled Switching

In its Report and Order and Order on Remand and Further Notice of Proposed Rulemaking, CC Docket Nos. 01-338, 96-98, and 98-147, FCC 03-36, 18 FCC Rcd 16978, released on August 21, 2003 (the "Triennial Review Order"), the Federal Communications Commission promulgated rules and regulations pertaining to the availability of unbundled network elements pursuant to Section 251(c)(3) of the Communications Act of 1934 (the "Act"). Those rules and regulations, together with the other relevant provisions of the Triennial Review Order, took effect on October 2, 2003.

Under the rules adopted in the Triennial Review Order, as under prior FCC rules, Verizon is not required to provide unbundled packet switching. Verizon also is not required to provide unbundled shared transport for use with unbundled packet switching. The FCC's rules and regulations pertaining to unbundled packet switching, and the related provisions of the Triennial Review Order, were affirmed by the U.S. Court of Appeals for the D.C. Circuit on March 2, 2004.

Accordingly, Verizon is hereby providing formal notice that Verizon will not provide unbundled packet switching at the site identified above in accordance with the provisions of the Triennial Review Order beginning September 10, 2004. The unavailability of unbundled switching at the Mount Vernon Central Office will also affect the remotes identified on Attachment 1 to this letter to the extent they rely on access to unbundled switching at the host.

If you have unbundled local circuit switching arrangements at Mount Vernon, Washington or the other impacted sites identified in Attachment 1, you must submit LSRs to establish alternative service arrangements, such as one of the many resale arrangements, for completion no later than August 27, 2004. If you prefer not to convert to an alternate arrangement, you may terminate any unbundled local circuit switching arrangements through existing disconnect

MOUNT VERNON, WA CENTRAL OFFICE UPGRADE AND UNE SWITCHING AVAILABILITY

June 7, 2004

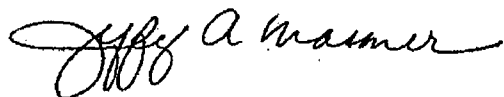
Page 3

processes. Any remaining unbundled local circuit switching arrangements in-service at the time of the switch conversion will be converted to resold voice service.

Note, this will affect any UNE-P dependent line splitting arrangements from the above mentioned locations as well; therefore, customers will need to submit LSR orders requesting an alternative service such as a UNE-loop to provision DSL service for completion no later than August 27, 2004.

Any questions regarding this correspondence should be directed to your Account Manager.

Sincerely,



Jeffrey A. Masoner  
Vice President – Interconnection Services Policy & Planning

CERTIFIED MAIL



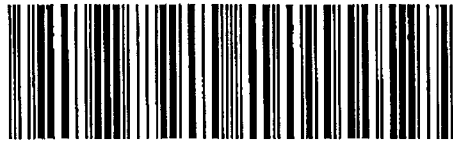
MOUNT VERNON, WA CENTRAL OFFICE UPGRADE AND UNE SWITCHING AVAILABILITY  
 June 7, 2004  
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**Attachment 1: Other UNE-P Impacted Switch Sites**

Site Name	CLI
Allen	BOWWWAACRS0
Avon	MTVRWAW0114
Bacus	SWLYWAYBRS0
Bayview	BURLWAXBRS0
Bayview Airport	BURLWAW0002
Big Lake	BGLKWAXXRS0
Blanchard	EDSNWAAARS0
Burlington - Contel	BURLWAXXRS0
Burlington - GTE	BURLWAXARS1
Burlington #3	BURLWAXXRS1
Clear Lake	SWLYWAW0021
Colony Mtn	BLHMWAW0101
Conway	CNWWWAXXRS1
Cultus Mtn	SWLYWAW0011
Eaglemont	MTVRWAW0124
Fredonia	MTVRWABRRS0
Garden of Eden	SWLYWAW0031
Hickox	MTVRWAXERS0
Idle Hour	BURLWAW0001
Lk Cavanaugh	BGLKWAAARS0
Kulshan Remote	MTVRWAXDRS1
Lk McMurray	CNWWWAW0001
Milltown	CNWWWAW0011
Montborne	MTVRWAMBRL0
Northern State	SWLYWAXERS0
Padilla	EDSNWAW0001
Samish	SWLYWAXBRS0
Sedro Wooley-Contel	SWLYWAXXRS2
Sedro Wooley-GTE	SWLYWAXARS2
Silver Creek	SWLYWAW0041
Truckstop	EDSNWAW0002
United General	SWLYWAXFRS0



Verizon Wholesale Markets  
HQE03D46, 600 Hidden Ridge  
Irving, TX 75038  
00000444 1.150 SP 0.600



7113 3701 5370 4628 2930



AT&T COMMUNICATIONS OF THE PACIFIC NORTH  
PEGGY NELSON, SENIOR ATTORNEY  
679 BLUFF ST  
GLENCOE, IL 60022-1656



00000444





## ATTACHMENT 2



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Eileen M. Halloran  
Director

Suite 706  
111 Washington Avenue  
Albany, New York 12210  
518 463-6474

July 30, 2004

### Via Facsimile and Regular Mail

Mr. Jeffrey A. Masoner  
Vice President  
Interconnection Services Policy and Planning  
Wholesale Marketing - Verizon  
1310 North Courthouse Rd.  
9th Floor, Room 9E104  
Arlington, VA 22201

**Re: Central Office Replacement and UNE Switching Availability**

Dear Mr. Masoner:

This letter is in reply to your June 7, 2004 letter to AT&T Communications of the Pacific Northwest Inc. regarding the replacement of Verizon's Mount Vernon, Washington, Class 5 Nortel DMS-100 switch with a Nortel Succession packet switch. Although TCG Oregon also has an interconnection agreement with Verizon in the State of Washington, it did not receive a similar notice.

Verizon's proposed actions do not comport with its obligations under the interconnection agreement between Verizon and AT&T for the State of Washington (the "Agreement"). Under the Agreement, Verizon is not permitted to discontinue any unbundled network element during the term of the Agreement without AT&T's written consent unless such discontinuance is required by network changes or upgrades. We do not believe that the proposed change requires discontinuance of the offering of the unbundled network element. Even if the network change required discontinuance of Verizon's provision of this unbundled network element, Verizon would be required to comply with federal notice requirements and we believe it has not. Additionally, Verizon is required by paragraph 23.18 of the Agreement to provide at least six months advance notice to AT&T, and it clearly has failed to do so. For all these reasons, Verizon's planned actions run contrary to the terms of the Agreement.

The claim contained in your letter that Verizon no longer has the obligation to provide packet switching, is based upon the premise that a change of law occurred, to-wit, your claim that the

Mr. Jeffrey A. Masoner  
July 30, 2004  
Page 2

Triennial Review Order relieves Verizon of its obligation to provide packet switching as a UNE. Changes to the interconnection agreement that are based upon a change of law must follow the process set forth in the Agreement. Verizon has not followed that process. Moreover, Verizon has waived its right to have the Agreement renegotiated under the change of law provisions of the Agreement, because it failed to deliver a written notice within 30 days following the date on which the action became effective, as required by the Agreement.

If you contest the foregoing, then we wish to invoke the dispute resolution provisions of the Agreement, and convene Inter-Company Review Board ("ICRB") meetings to attempt good faith negotiations to resolve the dispute. Verizon's plans would be service affecting to both AT&T and TCG, and therefore, we request that the ICRB be convened immediately. Please contact me at the above telephone number.

There are additional, extra-Agreement reasons why Verizon's proposed actions are unlawful, including the violation of the Washington Commission's standstill order. However, it is the intent of this letter simply to address Verizon's violation of the Agreement.

Very truly yours,



Eileen M. Halloran

cc: Ms. Cynthia M. Batchelder  
Mr. Michael D. Tinyk – Verizon  
Mr. John C. Peterson – Verizon  
VP & Associate General Counsel – Verizon  
Mr. Michael A. Daly – Verizon

ATTACHMENT 3

John S. Cullina  
Associate General Counsel



1515 North Court House Road  
Suite 500  
Arlington, VA 22201-2909  
Phone 703 351-3035  
Fax 703 351-3659  
john.s.cullina@verizon.com

August 4, 2004

*VIA EMAIL*

Eileen M. Halloran  
Director  
AT&T  
Suite 706  
111 Washington Avenue  
Albany, NY 12210

Re: Packet Switching Replacement in Mt. Vernon, Washington

Dear Ms. Halloran:

I am responding to your July 30, 2004 letter on behalf of AT&T Communications of the Pacific Northwest ("AT&T") and TCG Oregon, which is itself a response to Verizon's letter of June 7, 2004 regarding Verizon's planned deployment of packet switching in Mt. Vernon Washington and the resulting discontinuance of UNE-P.<sup>1</sup>

As an initial matter, our records indicate that AT&T has no UNE-P arrangements in Mt. Vernon. Given this and AT&T's June 23rd announcement of its planned exit from the Washington market, the arguments you advance and the remedies you seek in your letter appear to be divorced from legitimate business concerns.

You contend that Verizon's proposed actions do not comport with its obligations under the interconnection agreement ("Agreement") between Verizon and AT&T. But the portions of the Agreement to which you point demonstrate just the opposite.

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<sup>1</sup> While in your letter you reference an interconnection agreement between Verizon and an entity that you identify as "TCG Oregon," you do not discuss this agreement. For this reason, I will limit my comments to the interconnection agreement that you do discuss – the one between Verizon and AT&T Communications of the Pacific Northwest, Inc.

As you are forced to acknowledge, the Agreement allows Verizon to discontinue any unbundled network element, and to do so without AT&T's consent, if "required by network changes or upgrades."<sup>2</sup> Verizon's replacement of the circuit switch in Mt. Vernon, Washington with a packet switch is precisely the kind of "network change[] or upgrade[]" for which Verizon does not need AT&T's consent. Instead, for a change such as this one, the Agreement requires Verizon to "comply with the network disclosure requirements stated in the Act and the FCC's implementing regulations." Verizon has complied with these obligations.<sup>3</sup>

You also contend, again without support, that Verizon's unbundling position is premised on what you characterize as a change of law – "that the Triennial Review Order relieves Verizon of its obligation to provide packet switching as a UNE."<sup>4</sup> But in the *Triennial Review Order*, the FCC did not "change" the law regarding the general unbundling of packet switches, nor did it "relieve[]" ILECs of a prior, unmitigated obligation to provide packet switching as an unbundled network element, as you incorrectly suggest. No such obligation existed at the time the *Triennial Review Order* was released – nor has it ever existed. To the contrary, approximately eight years ago, the FCC rejected the proposal of AT&T and other CLECs "that the local switching element be defined to include data switching by packet switches,"<sup>5</sup> and the FCC refused to order the unbundling of packet switching.<sup>6</sup> In 1999, the FCC reaffirmed this conclusion,<sup>7</sup> and did so again in its *Triennial Review Order*.<sup>8</sup> Thus, the *Triennial Review Order* merely reaffirmed what is at this point a conclusion beyond any reasonable dispute – packet switches do not have to be unbundled.<sup>9</sup> The fact that during the FCC's Triennial Review CLECs attempted to resurrect an

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<sup>2</sup> AT&T's July 30 Letter at 1.

<sup>3</sup> While you believe that Verizon has not complied with federal notice requirements, you fail to set forth any basis for this belief. In any event, your position is unfounded. Verizon posted the short term network disclosure for Mt. Vernon on April 28, 2004 and certified the posting with the FCC on May 6, 2004. It went into effect ten business days later without objection. You also contend that the Agreement requires Verizon to provide at least six months advance notice to AT&T. But the portion of section 23.18 of the Agreement to which you point does not apply to a "network change[] or upgrade[]" such as the one at issue here, which is governed specifically by Section 3.3 of the Agreement.

<sup>4</sup> AT&T's July 30 Letter at 1.

<sup>5</sup> First Report and Order, *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, CC Docket No. 96-98, CC Docket No. 95-185, ¶ 407 ("Local Competition Order").

<sup>6</sup> *Local Competition Order* ¶ 427 ("At this time, we decline to find, as requested by AT&T and MCI, that incumbent LECs' packet switches should be identified as network elements . . . . We will continue to review and revise our rules, but at present, we do not adopt a national rule for the unbundling of packet switches.").

<sup>7</sup> Third Report and Order and Fourth Further Notice of Proposed Rulemaking, *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, ¶ 306 ("UNE Remand Order") ("We decline at this time to unbundled the packet switching functionality, except in limited circumstances." The FCC's "limited exception" – that an ILEC must offer unbundled packet switching only where the ILEC has deployed digital fiber carrier systems or otherwise deployed fiber optic facilities in the distribution part of the loop, and has no spare copper loops capable of providing the xDSL service the requesting carrier seeks to offer, and has not permitted the requesting carrier to collocate its own DSLAM at an appropriate subloop point, and has deployed packet switching for its own use – does not apply to the Mt. Vernon deployment.

<sup>8</sup> Report and Order and Order on Remand and Further Notice of Proposed Rulemaking, *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, 18 FCC Red 16978 (2003) ("Triennial Review Order"). In the *Triennial Review Order*, the FCC concluded that even the "limited exception" that it had set out in its *UNE Remand Order* was "no longer necessary." *Triennial Review Order* ¶ 537.

<sup>9</sup> Verizon made this point expressly in the letter you reference: "Under the rules adopted in the Triennial Review Order, as under prior FCC rules, Verizon is not required to provide unbundled packet switching."

argument that had already been rejected by the FCC for years numerous occasions does not somehow convert the FCC's reiteration of its prior decision into a "change of law."

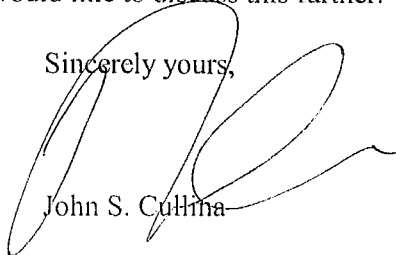
You also attempt to invoke the dispute resolution procedures in the Agreement. But there is no legitimate dispute as to whether Verizon has to unbundle packet switches – it does not. The issue was resolved eight years ago. The dispute resolution procedures you reference therefore do not apply. Verizon has an unambiguous right under the express terms of Section 3.3 to discontinue network elements as a result of a network change or upgrade – which is the triggering event here. The dispute resolution procedures are not only inapplicable, but they are inconsistent with the Agreement's unambiguous notification time frame for discontinuing an unbundled network element resulting from a network change or upgrade.

Finally, you close your letter by stating that there are "additional, extra-Agreement reasons" why you believe that Verizon's proposed actions are unlawful, but you have failed to provide them in your letter. Obviously, I cannot respond to an empty assertion that lacks any specificity. But I do wish to reiterate that there is no legitimate basis to preclude Verizon from moving forward with the steps set forth in its June 7, 2004 letter, and I trust that AT&T will take the necessary operational steps to comply with the network obligations referenced in that letter.

I would also like to emphasize that in the event AT&T does acquire UNE-P customers in Mt. Vernon prior to the September 10 cutover but refuses to cooperate and takes no actions before that date, service to AT&T's end user customers will not be affected. Instead, Verizon will convert AT&T's unbundled switch arrangements to resold voice service. The only way that AT&T's end users will be affected by Verizon's deployment of the packet switch at Mt. Vernon will be if AT&T decides to disconnect these customers, or takes other actions that disrupt their service.

Please feel free to call me if you would like to discuss this further.

Sincerely yours,

A handwritten signature in black ink, appearing to read "John S. Cullina". The signature is fluid and cursive, with a large loop at the end.

John S. Cullina

## ATTACHMENT 4

### *AT&T's Change-in-Law Provisions*

7. AT&T and GTE shall each comply with all Applicable Law that relates to (i) its obligations under or activities in connection with this Agreement....

9.3 If any effective legislative, regulatory, judicial or other legal actions, including a change in Applicable Law, materially affects any material terms of this Agreement, or the ability of AT&T or GTE to perform any material terms of this Agreement, AT&T or GTE may, on thirty (30) days written notice (delivered not later than 30 days following the date on which such action has become effective) request that such term(s) be renegotiated, and the parties agree to so negotiate in good faith such mutually acceptable new term(s). If agreement is not achieved within thirty (30) days, either party may request mediation, in which case the parties shall submit to voluntary mediation.

### *AT&T's Network Modification Provisions*

3.3 *GTE will not discontinue any unbundled Network Element, Ancillary Function or Combination thereof during the term of this Agreement without AT&T's written consent which consent shall not be unreasonably withheld, except (1) to the extent required by network changes or upgrades, in which event GTE will comply with the network disclosure requirements stated in the Act and the FCC's implementing regulations; or (2) if required by a final order of the Court, the FCC or the Commission as a result of remand or appeal of the FCC's order In the Matter of Implementation of Local Competition Provisions of the Telecommunications Act of 1996, Docket 96-98. In the event such a final order allows but does not require discontinuance, GTE shall make a proposal for AT&T's approval, and if the Parties are unable to agree, either Party may submit the matter to the Dispute resolution procedures described in Attachment 1. GTE will not discontinue and Local Service or Combination of Local Services without providing 45 days advance written notice to AT&T, provided however, that if such services are discontinued with less than 45 days notice to the regulatory authority, GTE will notify AT&T at the same time it determines to discontinue the service....*<sup>1</sup>

23.18. *Notice of Network and Technology Changes - GTE shall establish quarterly reviews of network and technologies plans. GTE shall notify AT&T at least six (6) months in advance of changes that would impact AT&T's provision of service.*<sup>2</sup>

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<sup>1</sup> Emphasis added.

<sup>2</sup> Emphasis added.

## ***Verizon's Relevant Unbundling Obligations under the Interconnection Agreement***

32.1 GTE will offer the Network Elements to AT&T on an unbundled basis at rates set forth in Attachment 14. (*Attachment 14 provides for Local Switching (LEC Switch) at \$1.29 per line per month port charges, and \$0.0030 per minute usage charges.*)

32.9 ....set forth below is a list of Network Elements that AT&T and GTE have identified as of the Effective Date of this Agreement and will be offered by GTE..... Descriptions and requirements for each Network Element identified below are set forth in Attachment 2. The Network Elements described in Attachment 2 consist of: ....Local Switching.... Tandem Switching....

### ***AT&T's Interconnection Agreement Switching Provision***

Attachment 2 Service Description: Unbundled Network Elements. 47. Local Switching. 47.1 Definition: Local Switching is the Network Element that provides the functionality required to connect the appropriate originating lines or trunks wired to the Main Distributing Frame (MDF) or Digital Signal Cross Connect (DSX) panel to a desired terminating line or trunk. Such functionality shall include all of the features, functions, and capabilities of the GTE switch including but not limited to: line signaling and signaling software, digit reception, dialed number translations, call screening, routing, recording, call supervision, dial tone, switching, telephone number provisioning, announcements, calling features and capabilities, CENTRANET, Automatic Call Distributor, Carrier pre-subscription, Carrier Identification Code portability capabilities, testing and other operational features inherent to the switch and switch software. Local Switching provide access to transport, signaling, and platforms such as adjuncts, Public Safety Systems, operator services, directory services and Advanced Intelligent Network. Remote Switching Module functionality is included in the Local Switching function. The switching capabilities used will be based on the line side features they support, where technically feasible.....

47.1.1 Local Switching also includes Data Switching, which provides for ISDN Packet and Circuit Switched Data service, the data switching functionality that is required to connect between industry standard ISDN interfaces. In this case, the purpose of Data Switching is to terminate, concentrate, and switch data traffic from Customer Premises Equipment in the digital format consistent with ISDN standards. Data Switching also provides connectivity for the purpose of conveying the customer data to its final destination.

47.2.1 GTE shall offer to AT&T unbundled access to all facilities, functions, features and capabilities of its local switches to the extent it is technically feasible.....

47.2.1.1 GTE shall offer Local Switching together with and separately from Data Switching.

47.3 Integrated Services Digital Network (ISDN). Integrated Services Digital Network (ISDN) is defined in two variations. The first variation is Basic Rate ISDN (BRI).... The second variation is Primary Rate ISDN (PRI).....Both BRI and PRI B channels may be used for voice, Circuit Switched Data (CSD) or Packet Switched Data (PSD). The BRI D Channel may be used for call related signaling, non-call related signaling or packet switched data.

47.3.1.1 Where available, GTE shall offer Data Switching providing ISDN that, at a minimum: 47.3.1.2 Provides integrated packet handling capabilities.

47.3.2 Interface Requirements - ISDN

47.3.2.3 GTE shall offer PSD [packet switched data] interfaces.

47.3.2.4 GTE shall offer PSD [packet switched data] trunk interfaces operating at 56Kbs.