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Legal Department

MARY K. KEYER
General Attorney

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BellSouth Telecommunications, Inc.
150 South Monroe Street
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RECORDS AND
REPORTING

October 5, 1998

Mrs. Blanca S. Bayo
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

RE: Docket No. 981121-TP

Dear Mrs. Bayo:

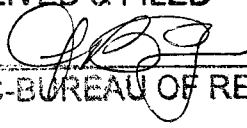
Enclosed are an original and 15 copies of the Answer of BellSouth Telecommunications, Inc., to the Complaint of MCImetro for Enforcement of Its Interconnection Agreement with BellSouth. Please file these documents in the captioned docket.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served on the parties shown on the attached Certificate of Service.

- ACK _____
- AFA _____
- APP _____
- CAF _____
- CMU _____
- CTR _____
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FPSC-BUREAU OF RECORDS



Sincerely,


Mary K. Keyer

Enclosures

cc: All Parties of Record
A. M. Lombardo
R. G. Beatty
W. J. Ellenberg (w/o enclosures)

DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

| | | |
|-------------------------------------|---|------------------------|
| In Re: Complaint of MCImetro Access |) | |
| Transmission Services, Inc. for |) | Docket No. 981121-TP |
| Enforcement of its Interconnection |) | |
| Agreement with BellSouth |) | Filed: October 5, 1998 |
| Telecommunications, Inc. |) | |
| <hr/> | | |

ANSWER OF BELL SOUTH TELECOMMUNICATIONS, INC.

BellSouth Telecommunications, Inc., for its Answer to the Complaint of MCImetro Access Transmission Services, Inc. ("MCI") states:

FIRST DEFENSE

The Complaint fails to state a claim upon which relief can be granted.

SECOND DEFENSE

Defendant denies it has refused to perform its obligations under the Interconnection Agreement with MCI and denies it has caused MCI financial harm of approximately 2.5 million dollars to date or over \$300,000 per month as alleged in the introductory paragraphs of MCI's Complaint. BellSouth provides the following answers to the specifically numbered paragraphs in the Complaint.

1. BellSouth admits MCI requested a combination of unbundled network elements (UNEs) which BellSouth advised recreated BellSouth's MegaLink® service, is without knowledge or information sufficient to form a belief as to the truth of MCI's reason for ordering this combination, and denies the remaining allegations in Paragraph 1 of the Complaint.

2. BellSouth states the cost of the T1 circuits is the cost provided for in BellSouth's tariff, denies there is a price for a combination of 4-wire DS1 loop and DS1 dedicated transport provided in the Agreement or that MCIIm was forced to purchase T-1 circuits from BellSouth's switched access tariff, and is without knowledge or information sufficient to form a belief as to the remaining allegations in Paragraph 2 of the Complaint and, therefore, denies the same.

3. BellSouth states that Order No. PSC-98-0810-FOF-TP referred to in Paragraph 3 of the Complaint speaks for itself and that the combination requested by MCIIm recreates a BellSouth retail service. BellSouth further states that the Order at page 10 specifically "direct[s] the parties to negotiate prices for those combinations that do recreate an existing BellSouth retail service," and at page 50 further "direct[s] the parties to determine through negotiation what services provisioned through unbundled access, if any, do constitute the recreation of a BellSouth retail service." BellSouth additionally states that MCIIm has refused to participate in such negotiations.

4. BellSouth denies the letter attached as Attachment 1 to the Complaint is dated June 1, 1997, and states that the letter dated June 1, 1998, attached as Attachment 1 and referred to in Paragraph 4 of the Complaint, speaks for itself. BellSouth further states that the Commission's Order speaks for itself.

5. BellSouth states that its letter dated June 4, 1998, attached as Attachment 2 and referred to in Paragraph 5 of the Complaint, speaks for itself.

6. BellSouth states that Order No. PSC-98-0810-FOF-TP, referred to in Paragraph 6 of the Complaint, speaks for itself and denies MCI's interpretation of that Order. BellSouth reiterates that the Order at page 10 specifically "direct[s] the parties to negotiate prices for those combinations that do recreate an existing BellSouth retail service," and at page 50 further "direct[s] the parties to a thorough negotiation which services provided through unbundled access, if any, do constitute the recreation of a BellSouth retail service." BellSouth further states that footnote 2 in Paragraph 6 of the Complaint does not state allegations of fact to which BellSouth need respond.

7. In answer to the allegations in Paragraph 7 of the Complaint, BellSouth admits pursuant to its letter dated June 4, 1998, attached as Attachment 2 to the Complaint, that it held a conference call with MCI on or about July 8, 1998, for the purpose of discussing "issues concerning T-1's as they relate to Florida Public Service Commission Docket No. 971140-TP." BellSouth further admits it relayed its position to MCI that the Commission's Order required MCI to negotiate with BellSouth for pricing the UNE combination requested because this combination recreates an existing BellSouth service known as MegaLink®. BellSouth denies the Interconnection Agreement provided for the pricing of this combination of UNEs and is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 7 of the Complaint.

8. In answer to the allegations in Paragraph 8 of the Complaint, BellSouth admits it believes the Commission's Order requires the parties to negotiate (1) what services provisioned through unbundled network elements constitute the recreation of a retail service and (2) the pricing for these combinations. BellSouth further admits the allegations in the first literary paragraph of footnote 3 of the Complaint except to the extent that footnote alleges BellSouth "insisted" that MCI join its request for an extension of time to file the contract amendment to implement the Commission's Order. With regard to the second literary paragraph of footnote 3 of the Complaint, BellSouth states that MCI's Response in Opposition to BellSouth's Motion for Extension of Time speaks for itself. BellSouth further admits MCI filed a partially executed contract amendment with the Commission on July 13, 1998, and denies the remaining allegations in the second literary paragraph of footnote 3 of the Complaint.

9. BellSouth states MCI's letter dated July 14, 1998, attached as Attachment 3 and referred to in Paragraph 9 of the Complaint, speaks for itself, and specifically denies that the combination requested by MCI does not recreate an existing BellSouth retail service.

10. BellSouth states its letter dated July 21, 1998, attached as Attachment 4 and referred to in Paragraph 10 of the Complaint, speaks for itself. BellSouth further states it made every effort to negotiate the issues herein with

MCIm as ordered by the Commission in Order No. PSC-98-0810-FOF-TP, but MCIm refused to negotiate.

11. BellSouth states MCIm's letter dated July 24, 1998, attached as Attachment 5 and referred to in Paragraph 11 of the Complaint, speaks for itself.

12. BellSouth states its letter dated August 3, 1998, attached as Attachment 6 and referred to in Paragraph 12 of the Complaint, speaks for itself. BellSouth admits it again requested MCIm to meet to negotiate the issues herein pursuant to Order No. PSC-98-0810-FOF-TP, but MCIm again refused.

13. BellSouth states the testimony of William N. Stacy cited in Paragraph 13 of the Complaint speaks for itself.

14. BellSouth states MCIm's letter to BellSouth dated August 7, 1998, attached as Attachment 7 and referred to in Paragraph 14 of the Complaint, speaks for itself, and denies there are prices specified in the parties' interconnection agreement for the combination requested by MCIm.

15. BellSouth denies an impasse has been reached with MCIm on what the Commission meant in its Order as alleged in Paragraph 15 of the Complaint. BellSouth states the parties disagree as to whether the combinations requested by MCIm recreate an existing BellSouth retail service and MCIm refused to negotiate this or the pricing issue pursuant to the Commission's Order. BellSouth further states that the remaining allegations in Paragraph 15 of the Complaint with regard to the Commission's Order need not be responded to as the Order speaks for itself.

16. BellSouth denies MCI is entitled to the relief it seeks in Paragraph 16 of the Complaint or to any relief in this case.

17. BellSouth denies the allegations in Paragraph 17 of the Complaint.

18. BellSouth states the allegations in Paragraph 18 of the Complaint are unclear and do not appear to state allegations of fact to which BellSouth need respond.

19. BellSouth states Order No. PSC-98-0810-FOF-TP, as referred to in Paragraph 19 of the Complaint, speaks for itself.

20. BellSouth denies the allegations in the first sentence of Paragraph 20 of the Complaint and it is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 20 of the Complaint.

21. BellSouth denies the allegations in Paragraph 21 of the Complaint.

22. BellSouth denies the allegations in the first sentence of Paragraph 22 of the Complaint and states that Section B.7.1.1 of BellSouth's Florida Private Line Services Tariff speaks for itself.

23. BellSouth is without knowledge or information sufficient to form a belief as to the truth of the allegations regarding MCI's tariff and denies the remaining allegations in Paragraph 23 of the Complaint.

24. BellSouth denies the allegations in Paragraph 24 of the Complaint and states its belief that an evidentiary hearing is required in this case.

25. BellSouth denies MCIIm has any credit due from BellSouth as alleged in Paragraph 25 of the Complaint.

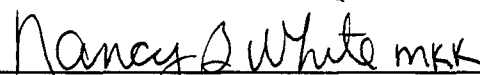
26. BellSouth denies any and all allegations not specifically admitted herein.

WHEREFORE, BellSouth Telecommunications, Inc., demands:

1. MCIIm's Complaint against it be dismissed and the parties be ordered to negotiate the issues herein pursuant to Order No. PSC-98-0810-FOF-TP;
2. alternatively, an evidentiary hearing on these matters;
3. a ruling from the Commission that the combinations requested by MCIIm do recreate a BellSouth retail service known as MegaLink®; and
4. the parties be ordered to negotiate the pricing of the combinations requested.

RESPECTFULLY SUBMITTED this 5th day of October, 1998.

BELLSOUTH TELECOMMUNICATIONS, INC.



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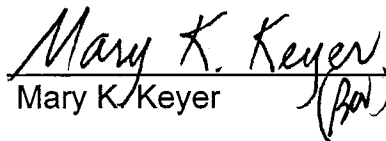
CERTIFICATE OF SERVICE
Docket No. 981121-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via
U.S. Mail this 5th day of October, 1998 to the following:

Staff Counsel
Florida Public Service
Commission
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Mary K. Keyer (for)