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BellSouth Telecommunications, Inc.
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February 16, 1998

Mrs. Blanca S. Bayó
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 980119-TP Supra's Complaint

Dear Ms. Bayó:

Enclosed is an original and fifteen copies of BellSouth Telecommunications, Inc.'s Answer and Response to Complaint of Supra Telecommunications and Information Systems, Inc., which we ask that you file in the above-captioned matter.

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 to the parties shown on the attached Certificate of Service.

Sincerely,

Nancy B. White (kr)

Nancy B. White

- ACK _____
- AFA _____
- APP _____
- CAF _____
- CMU 5 *Serrano*
- CTR _____
- EAG _____
- LEG 2
- LIN 5 NBW/vf
- OPC _____
- RCH _____
- SEC 1
- WAS _____
- OTH _____

cc: All parties of record
A. M. Lombardo
R. G. Beatty
William J. Ellenberg II

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE
02278 FEB 16 1998
FPSC-RECORDS/REPORTING

CERTIFICATE OF SERVICE
Docket No. 980119-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served
by U.S. Mail this 16th day of February, 1998 to the following:

Beth Keating
Legal Counsel
Florida Public Service Commission
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Tallahassee, FL 32399-0850

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Nancy B. White (kr)
Nancy B. White

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint of Supra Telecommunications) Docket No.: 980119
and Information Systems, Inc., Against)
BellSouth Telecommunications, Inc.)
_____) Filed: February 16, 1998

ORIGINAL

**BELLSOUTH TELECOMMUNICATIONS, INC.'S
ANSWER AND RESPONSE TO COMPLAINT OF
SUPRA TELECOMMUNICATIONS
AND INFORMATION SYSTEMS, INC.**

BellSouth Telecommunications, Inc., ("BellSouth"), hereby files its Answer and Response, pursuant to Rule 1.110, Florida Rules of Civil Procedure and Rules 25-22.037 and 25-22.0375, Florida Administrative Code, to the Complaint of Supra Telecommunications and Information Systems, Inc. ("Supra"). Supra did not number each of its paragraphs, therefore, BellSouth's response will track the format used by Supra for ease of reference. In response to the specific allegations of the Complaint, BellSouth states the following:

I. Background

1. BellSouth admits its corporate status and denies the remaining allegations of Background Paragraph 1 for lack of information or knowledge sufficient to formulate a response thereto.

2. BellSouth admits the existence of the Telecommunications Act of 1996, ("Act"), the contents of which speak for themselves, and denies the remaining allegations of Background Paragraph 2.

3. BellSouth denies the allegations of Background Paragraph 3 for lack of information or knowledge sufficient to formulate a response thereto.

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FPSC-RECORDS/REPORTING

II. Complaint Against BellSouth

4. With regard to Paragraph 1 of Section II of Supra's Complaint, BellSouth submits that the provisions of the Act speak for themselves. Moreover, BellSouth rejects Supra's interpretation of the Act. In addition, it is BellSouth's policy in Slamming Complaints to refer the customer to the Florida Public Service Commission ("FPSC") for further assistance.

5. BellSouth denies that allegations of Paragraph 2 of Section II of Supra's Complaint.

6. BellSouth denies that allegations of Paragraph 3 of Section II of Supra's Complaint.

7. BellSouth denies that allegations of Paragraph 4 of Section II of Supra's Complaint.

8. BellSouth denies that allegations of Paragraph 5 of Section II of Supra's Complaint and avers that Supra has access to the operational support systems that are available to all ALECs.

9. BellSouth denies that allegations of Paragraph 6 of Section II of Supra's Complaint and avers that, at the present time, BellSouth sends a letter to the end user, after the disconnect order has been worked, informing the end user that their request to switch local exchange companies has been completed and that BellSouth hopes to

have an opportunity to meet the customer's telecommunications needs in the future.

This letter in no way interferes with or misrepresents the Act.

10. BellSouth denies the allegations of Paragraph 7 of Section II of Supra's Complaint and avers that, in Order No. 96-1579-FOF-TP issued on December 31, 1996, this Commission held that dark fiber was not an unbundled network element that BellSouth was required to provide under the Act. BellSouth denies the remaining allegations of this Paragraph.

III. Petition for Resolution of Disputes

11. BellSouth admits that Supra has correctly quoted the cited sections of the Interconnection Agreement, the Resale Agreement, and the Collocation Agreement.

12. BellSouth denies the allegations contained in Paragraph 2 of Section III of Supra's Complaint.

13. BellSouth denies the allegations contained in Paragraph 3 of Section III of Supra's Complaint and avers that BellSouth has held face to face meetings with Supra, as well as training classes, to explain guidelines and procedures. BellSouth has been reasonable and patient with Supra.

14. BellSouth denies the allegations contained in Paragraph 4 of Section III of Supra's Complaint and avers that BellSouth does not consider itself to be at war with Supra.

15. BellSouth denies the allegations contained in Paragraph 5 of Section III of Supra's Complaint.

16. With regard to Paragraph 1 of Subsection A of Section III of Supra's Complaint, BellSouth denies the allegations contained therein. Moreover, BellSouth provides Supra with a paper bill, a magnetic tape bill and diskette bill. Test files for Electronic Data Interchange ("EDI") billing have also been provided. All necessary record layout and file conversion documentation has been forwarded to Supra. The information provided to Supra is the same information that has been provided to other ALECs. BellSouth billing experts have spent numerous hours with supra personnel on several different occasions due to continuous personnel turnovers within Supra's organization. It is Supra's responsibility to bill its end users not BellSouth's.

17. With regard to Paragraph 2 of Subsection A of Section III of Supra's Complaint, BellSouth denies the allegations contained therein. The billing address contained on BellSouth's bill to Supra is Supra's billing address. Supra is BellSouth's customer of record, not Supra's end users. Supra apparently expects to receive a bill from BellSouth that Supra can pass directly on to the end user. BellSouth's obligation is to providing billing data in a manner that allows Supra to bill their end users. BellSouth has fulfilled its obligation.

18. With regard to Paragraph 3 of Subsection A of Section III of Supra's Complaint, BellSouth denies the allegations contained therein. BellSouth's procedure

is to use a single order process for simple accounts that eliminates the need for a disconnect and a new connect order for a switch as is situation. This process eliminates the timing difference between order completions.

19. With regard to Subsection B of Section III of Supra's Complaint, BellSouth denies the allegations contained therein. BellSouth generates a final bill to all customers who switch their services from BellSouth to an ALEC. The bill includes an adjustment for the services bill in advance but canceled prior to the end of the service period. If a customer reports that there were switched in error, BellSouth bills the customer in advance beginning on the date the customer is reinstated as a BellSouth customer. Pursuant to Sections A2.3B and 2.3.8A of BellSouth's General Subscriber Services Tariff, the ALEC is charged a minimum month's service when the customer is returned to BellSouth before the month has expired. The Resale Agreement between BellSouth and Supra provides for an unauthorized change charge and a non-recurring charge to restore the customer to their desired carrier.

20. With regard to Subsection C of Section III of Supra's Complaint, BellSouth denies the allegations contained therein. Supra can access telephone number assignments via the Local Exchange Navigation System ("LENS") or via a manual process.

21. With regard to Subsection D of Section III of Supra's Complaint, BellSouth is without information or knowledge sufficient to formulate a response thereto and, therefore, denies the allegations contained therein.

22. With regard to Subsection E of Section III of Supra's Complaint, BellSouth is without information or knowledge sufficient to formulate a response thereto and, therefore, denies the allegations contained therein. BellSouth avers, however, that Supra has access to all electronic interfaces available to any other ALEC.

23. With regard to Subsection F of Section III of Supra's Complaint, BellSouth is without information or knowledge sufficient to formulate a response thereto and, therefore, denies the allegations contained therein.

24. With regard to Subsection G of Section III of Supra's Complaint, BellSouth denies the allegations contained therein.

25. With regard to Subsection H of Section III of Supra's Complaint, BellSouth denies the allegations contained therein and avers that BellSouth has provided the same electronic interfaces to Supra that are available to all ALECs. Moreover, BellSouth has trained Supra on these systems and tested these systems with Supra.

26. With regard to Subsection I of Section III of Supra's Complaint, BellSouth denies the allegations contained therein and avers that BellSouth has trained and retrained Supra's personnel each time Supra has made personnel changes.

IV. Request for Relief

27. With regard to Subsection A of Section IV of Supra's Complaint, BellSouth denies that BellSouth owes monies to Supra, and avers that Supra is required to timely pay its debts to BellSouth. BellSouth further denies that Supra has factually proven that emergency relief is warranted.

28. With regard to Subsection B of Section IV of Supra's Complaint, BellSouth denies that Supra is entitled to any of the relief sought and rejects the idea that BellSouth should be required to solicit customers for Supra or urge customer to remain with Supra.

Respectfully submitted this 16th day of February, 1998.

BELLSOUTH TELECOMMUNICATIONS, INC.

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