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October 2, 1998

BY HAND DELIVERY

Mr. Daniel Hoppe
Division of Research and Regulatory Review
Room 300, Gunter Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Docket No. 980000B-SP

Dear Mr. Hoppe:

Enclosed is the original of WorldCom Technologies, Inc.'s response to the September 4, 1998 Data Request in the above captioned docket.

Please call me if you have any questions.

Sincerely,



Norman H. Horton, Jr.

ACK _____

AFA _____

APP NHH/amb
Enclosure

CAF cc: Mr. Brian Sulmonetti

CMU _____ Ms. Blanca Bayo

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FPSC-BUREAU OF RECORDS

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FPSC-RECORDS/REPORTING

Docket No. 980000B-SP - FPSC Staff Data Request

Respondent: WorldCom Technologies, Inc.
Mr. Brian Sulmonetti, Director - Regulatory Affairs
561-750-2940

1. Are you aware of any specific instances during 1997 in which a landlord or building owner denied or limited access to an alternative telecommunications provider for the installation of telecommunications equipment? If so, please describe these instances.

Response: WorldCom is not presently aware of any such instances but is continuing to inquire.

2. Are you aware of any tenants in multi-tenant environments, where local telecommunications service was provided through the landlord, who were unable to obtain local service from an alternative provider during 1997? If so, please describe these instances.

Response: Not at the present time.

3. Please describe or provide a copy of any agreements designed to provide telecommunications service in multi-tenant environments, including marketing agreements, exclusive contracts and leases.

Response: See attached.

4. Please provide any other information or material that you believe would be useful to staff in its analysis of access by telecommunications companies to customers in multi-tenant environments.

Response: None.

UTILITY ACCESS AGREEMENT

This License Agreement for Public Utility Telecommunications Services (the "Agreement") made as of this _____ day of _____, 1997, between _____, its successors and assigns, with an office at _____ ("Licensor"), and Metropolitan Fiber Systems of _____, Inc. (a public utility regulated by the Federal Communications Commission), its successors and assigns, with an office at _____ ("Licensee").

WHEREAS, Licensor recognizes that Licensee is authorized to provide public utility telecommunications services in the building(s) located at _____ (the "Building") under the conditions described herein; and

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, Licensee and Licensor hereby covenant and agree as follows:

1. License.

(a) Licensor hereby grants to Licensee a license (the "License") to install, operate, maintain, repair and replace fiber optic cable and associated equipment (the "Facilities").

(b) Licensor shall provide approximately _____ square feet of floor space located on the _____, (the "Equipment Space") in the location designated on the plan annexed hereto. The Equipment Space will be used by Licensee as the Building service site.

(c) Licensor shall give Licensee reasonable access to vertical and horizontal shafts to enable Licensee to provide Licensee's public utility telecommunications services to occupants of the Building.

(d) Following notice to and approval of Licensor, as set forth in Paragraph 4 herein, Licensee shall have right of access to the Building and the right to construct, where necessary and at its expense, building entrance and conduit facilities associated with providing public utility telecommunications services in the Premises.

(e) Licensee shall have the right to permit occupants of the Building to locate telecommunications equipment in the Equipment Space.

(f) The License granted herein is not exclusive. Licensor hereby reserves the right to grant, renew or extend similar licenses to others.

(g) Nothing contained herein shall be construed as granting to Licensee any property or ownership rights in the Building or to create a partnership or joint venture between Licensor and Licensee.

2. Use. Licensee shall use the Equipment Space and the Facilities installed within the Building to provide public utility telecommunications services to or for the benefit of the occupants of the Building.

3. Electric Utilities. At the request of Licensor, Licensee shall pay the costs associated with installation of a separate electrical panel and meter for the Facilities in the Equipment Space and shall be responsible for the electrical and any HVAC costs attributable to such Facilities. Licensor shall use all reasonable efforts to notify Licensee in advance of any planned utility outages which may interfere with Licensee's use.

4. Construction. Prior to the commencement of any work, Licensee shall, at its cost and expense, prepare and deliver to Licensor working drawings, plans and specifications (the "Plans"), detailing the location and size of the Facilities and/or the Equipment Space specifically describing the proposed construction and work. No work shall commence until Licensor has approved the Plans, which approval will not be unreasonably withheld or unduly delayed. Approval will be deemed to have been given if approval is not denied by a written notice to Licensee specifying in reasonable detail the reasons for denial within fifteen (15) calendar days after submission of the plans and specifications. Licensee shall:

(a) perform such construction in a safe manner consistent with generally accepted construction standards;

(b) perform such construction and work in such a way as to reasonably minimize interference with the operation of the Building; and

(c) obtain, prior to the commencement of any construction and work, necessary federal, state and municipal permits, licenses and approvals.

5. Licensee's Covenants. Licensee hereby covenants and agrees:

(a) to keep the Equipment Space and the Facilities in good order, repair and condition throughout the Term (as hereinafter defined) and promptly and adequately repair all damage to the Building caused by Licensee, other than ordinary wear and tear;

(b) to comply with federal, state and municipal laws, orders, rules and regulations applicable to the Facilities; and

(c) except as contemplated by Section 4(b), not to disrupt, adversely affect or interfere with other providers of services in the Building or with any occupant's use and enjoyment of his leased premises or the common areas of the Building.

6. Facilities. The Facilities, and any other personal property in the Building, belong to Licensee, shall be there at the sole risk of Licensee and Licensor shall not be liable for damage thereto or theft, misappropriation or loss thereof, except in the event of Licensor's gross negligence or willful misconduct. At the termination of this Agreement, Licensee will, upon notice by the Licensor, at Licensee's sole cost and expense, remove the Facilities, and Licensee's personal property from the Building, and repair all damage caused by such removal. Any property not so removed within sixty (60) days after the expiration of this Agreement shall be deemed the property of Licensor.

7. Condition of Equipment Space and Building. Licensor makes no warranty or representation that the Equipment Space or the Building is suitable for the use described in Section 2 of this Agreement, it being assumed that Licensee has satisfied itself thereof. Licensee has inspected the Equipment Space and the Building, accepts the same "as is" and agrees that Licensor is under no obligation to perform any work or provide any materials to prepare the Equipment Space or the Building for Licensee.

8. Access. Licensor shall provide Licensee immediate access to the Building, including the Equipment Space, twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, so that Licensee may perform installation, operation, maintenance, replacement and repair functions all in accordance with Licensor's rules and regulations.

9. Term. Commencing on the date first written above, this Agreement shall have a term of five (5) years (the "Term"). The License granted hereby may not be revoked during the term or any renewal hereof, except as provided in Section 15.

10. Indemnification. Licensee shall indemnify, exonerate and hold Licensor, its principals, officers, directors, agents, employees and servants harmless from and against any loss, cost, damage and expense of whatever kind (with the exception of special, consequential and incidental damages) arising directly or indirectly from the construction, operation, maintenance and repair of Licensee's Facilities or from Licensee's breach of this Agreement, including, but not limited to, reasonable attorneys' fees and court costs, except to the extent such loss, damage, cost or expense is due to the gross negligence or willful misconduct of Licensor or its employees, agents or invitees. The provisions of this Section 10 shall survive termination of this Agreement.

11. Insurance.

(a) Licensee shall maintain such insurance, including through a blanket policy, as will fully protect both Licensee and Licensor from any and all claims by employees of Licensee under the workers' compensation act or employers' liability laws, including any employers' disability insurance laws, and from any and all other claims of whatsoever kind or nature for any and all damage to property or for personal injury, including death to anyone whomsoever, that may arise from operations in connection with the performance of the services in the Building by Licensee or by anyone directly or indirectly engaged or employed by Licensee. Licensee shall provide Licensor with certificates evidencing the required coverage before Licensee begins any construction Work in the Building.

(b) Licensee's General Liability Insurance shall be a combined single limit of \$2,000,000.

(c) Insurance described in Subsections (a) and (b) of this Section 11 shall be maintained by Licensee throughout the term of this Agreement. Upon Licensee's default in obtaining or delivering any such policy or certificate of insurance or Licensee's failure to pay the premiums therefore, Licensor may (but shall not be obligated to) secure or pay the premium for any such policy and charge Licensee the cost of such premium.

12. Liens. Licensee shall be responsible for the satisfaction or payment of any liens for any provider of work, labor, material or services claiming by, through or under Licensee. Licensee shall also indemnify, hold harmless and defend Licensor against any such liens, including the reasonable fees of Licensor's attorneys. Such liens shall be discharged by Licensor within thirty (30) days after notice of filing thereof by bonding, payment or otherwise, provided that Licensee may contest, in good faith and by appropriate proceedings any such liens.

13. Performance of Work. Licensee may contract or subcontract any portion of work within the Building contemplated by this Agreement to any person or entity competent to perform such work. In no event shall such subcontract relieve Licensee of any of its obligations under this Agreement.

14. Events of Default. Each of the following occurrences shall constitute an "Event of Default" under this Agreement:

(a) Breach by either party of any material non-monetary provision of the Agreement.

(b) If Licensee abandons or deserts the Facilities during the Term hereof or Licensee removes from the Building (and does not replace or substitute equipment for) all of the Facilities, including equipment in the Equipment Space.

(c) Interference caused to pre-existing telecommunication facilities by the installation, operation, maintenance, replacement or repair of Licensee's Facilities.

(d) If Licensee fails to meet its monetary obligations hereunder when due and such failure continues for five (5) business days of receipt of written notice by Licensor.

15. Termination; Remedies. Upon occurrence of an Event of Default the non-defaulting party shall give written notice to the defaulting party, setting forth the nature of the Default. The defaulting party shall have the cure period set forth with respect to the applicable Event of Default described in Section 14 above or if no such cure period is stated, thirty (30) days to cure such Default. If the defaulting party shall have failed to cure the Default within the applicable cure period, the non-defaulting party may elect to terminate this Agreement, whereupon Licensee shall forthwith remove its Facilities from the Equipment Space and elsewhere in the Building in a neat and orderly manner and as of the date of such removal neither party shall have any claim against the other, except for claims that may have arisen prior to such termination and this Agreement shall be deemed terminated and of no force and effect.

16. Assignment. Licensee shall not assign or transfer this Agreement without the written consent of the Licensor, which consent will not be unreasonably withheld or unduly delayed; except that, upon written notice to the Licensor, Licensee may, without obtaining Licensor's prior consent, make such assignment to: