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March 24, 1999

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

Re: Docket # 990210-TP

Dear Ms. Bayó:

Enclosed for filing on behalf of MCI WorldCom, Inc. are the original and fifteen copies of its Petition to Intervene.

By copy of this letter, this document has been furnished to the parties on the attached service list.

RECEIVED & FILED

[Signature]
FPSC BUREAU OF RECORDS

Very truly yours,

[Signature]

Richard D. Melson

RECEIVED-FPSC
59 MAR 24 PM 4:27
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Done 3/25/99

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03815 MAR 24 99

FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Request by BellSouth)
Telecommunications, Inc. for)
Approval of Interconnection,)
Unbundling and Resale Agreement)
With The Other Telephone Company,)
Inc. d/b/a Access One)
Communications)

Docket No. 990210-TP
Filed: March 24, 1999

PETITION TO INTERVENE OF MCI TELECOMMUNICATIONS
CORPORATION, MCIMETRO ACCESS TRANSMISSION SERVICES, LLC,
AND WORLDCOM TECHNOLOGIES, INC.

MCI Telecommunications Corporation, MCImetro Access
Transmission Services, LLC, and WorldCom Technologies, Inc.
(collectively, MCI WorldCom), pursuant to Rule 25-22.039, F.A.C.,
hereby petition the Florida Public Service Commission (Commission)
to allow them to intervene in this proceeding. In support thereof,
MCI WorldCom states:

1. MCI WorldCom's Southern Law and Public Policy Group is
headquartered at Concourse Corporate Center Six, 6 Concourse
Parkway, Suite 3200, Atlanta, GA 30328.

2. All notices, pleadings and orders should be directed to
MCI WorldCom's representatives as follows:

DOCUMENT NUMBER-DATE

03815 MAR 24 8

FPSC-RECORDS/REPORTING

Dulaney L. O'Roark III
MCI WorldCom, Inc.
Concourse Corporate Center Six
6 Concourse Parkway, Suite 3200
Atlanta, GA 30328

Richard D. Melson
Hopping Green Sams & Smith
Post Office Box 6526
Tallahassee, FL 32314

Donna Canzano McNulty
MCI WorldCom, Inc.
325 John Knox Road
The Atrium, Suite 105
Tallahassee, Florida 32303

3. MCI Telecommunications Corporation (MCIT), is certified by the Commission as an interexchange carrier (IXC) and as an alternative local exchange telecommunications company (ALEC). MCIT currently provides interexchange service to customers within the State of Florida. MCImetro Access Transmission Services, LLC (MCImetro), is certified by the Commission as an ALEC. MCImetro provides local exchange telecommunications service to business customers within the State of Florida. WorldCom Technologies, Inc. (WTI) is certified by the Commission as an IXC and as an ALEC. WTI currently provides interexchange service and local exchange telecommunications service to customers within the State of Florida.

4. MCI WorldCom's interests are affected by this docket because the Interconnection Agreement (Agreement) filed by BellSouth Telecommunications, Inc. (BellSouth) fails to disclose

all terms and conditions as required by federal law. Attachment 2, Section 1.1.2 of the Agreement states:

BellSouth is willing to provide as a discretionary offering and above and beyond its obligations under the act, the engineering and technical expertise necessary to combine certain unbundled Network Elements on behalf of Access One for the purpose of Access One providing an end to end telecommunications service over BellSouth's Network Elements. Such professional services shall be pursuant to a separate agreement. This offer to pursue a separate agreement is only valid under the condition that its inclusion by reference does not subject the separate contract to regulation by federal or state commissions. Any request by either party to a regulatory body to arbitrate conditions of the separate agreement will invalidate this offer.

5. MCI WorldCom has been informed that BellSouth's "discretionary" offering has been accepted by Access One and contains terms and conditions for the pricing and provisioning of network elements used to provide local service. Despite BellSouth's feeble attempt to characterize this agreement as separate, it is in fact an integral part of the Agreement and must be filed with the Commission.

6. Section 252(a) of the Telecommunications Act of 1996 (Act) requires interconnection agreements (including those with terms not required by the Act) to be filed with state commissions. Section 252(e)(1) provides: "Any interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission. A State commission to which an agreement is submitted shall approve or

reject the agreement with written findings as to any deficiencies." (Emphasis added.)

7. Section 252(e) further provides that a state commission may reject an interconnection agreement if the agreement discriminates against a carrier not a party to the agreement, or if the agreement is inconsistent with the public interest, convenience and necessity. If BellSouth were permitted to enter into private deals without Commission review, carriers such as MCI WorldCom would be harmed because the Commission would be prevented from carrying out this role.

8. Under Section 252(i), the "pick and choose" provision, ALECs have the right to select provisions from another carrier's agreement and incorporate them into their own contracts. If BellSouth could shield interconnection agreements from disclosure, the right of ALECs such as MCI WorldCom to pick and choose effectively would be eliminated.

WHEREFORE, MCI WorldCom respectfully requests that it be given leave to intervene as a party to this proceeding.

RESPECTFULLY SUBMITTED this 24th day of March, 1999.

HOPPING GREEN SAMS & SMITH, P.A.

By: Richard D. Melson

Richard D. Melson
P.O. Box 6526
Tallahassee, FL 32314
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and

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Donna Canzano McNulty
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325 John Knox Road
The Atrium, Suite 105
Tallahassee, Florida 32303

ATTORNEYS FOR MCI WORLDCOM

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was furnished to the following parties by hand delivery* or U.S. Mail this 24th day of March, 1999.

Ken Baritz
Access One Communications
3427 N.W. 55th Street
Ft. Lauderdale, FL 33309-6308

Ms. Nancy H. Sims*
BellSouth Telecommunications, Inc.
150 South Monroe Street,
Suite 400
Tallahassee, FL 32301-1556



ATTORNEY