

ORIGINAL



Nancy Schnitzer
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June 18, 2003

Ms. Blanca S. Bayó, Director
Division of the Commission Clerk
& Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

030544-TP

COMMISSION
CLERK

JUN 18 PM 2:14

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RE: Notice of Adoption of MCI WorldCom Communications, Inc. and Sprint-Florida, Incorporated Interconnection, Unbundling, Collocation and Resale Agreement and Amendments by Rebound Enterprises, Inc. d/b/a REI Communications

Dear Ms. Bayó:

Sprint-Florida, Incorporated hereby provides notice to the Florida Public Service Commission of the adoption by Rebound Enterprises, Inc. d/b/a REI Communications of the Interconnection, Unbundling, Collocation and Resale Agreement and Amendments for the State of Florida entered into by MCI WorldCom Communications, Inc. and Sprint-Florida, Incorporated which was filed with the Commission on August 16, 2002 in Docket No. 020391-TP.

Rebound Enterprises, Inc. d/b/a REI Communications is adopting the agreement as provided by Section 252(i) of the Telecom Act of 1996.

Enclosed is the original signed and two (2) copies of the agreement between Sprint-Florida, Incorporated and Rebound Enterprises, Inc. d/b/a REI Communications for your records.

Thank you for your assistance in this matter. If you have any questions, please do not hesitate to contact my assistant Teresa Harless at (850) 599-1563.

Sincerely,

Nancy Schnitzer

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

cc: Carl J. Burgess
Rebound Enterprises, Inc. d/b/a REI Communications
1005 Polk Street
Bartow, FL 33830

Enclosure

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

INTERCONNECTION AND RESALE AGREEMENT

This Interconnection and Resale Agreement ("Agreement"), dated March 28, 2003, is entered into by between Rebound Enterprises, Inc. d/b/a REI Communications, a Florida corporation ("CLEC"), and Sprint-Florida, Incorporated ("Sprint"), a Florida corporation (collectively referred to herein as "the Parties"), to establish the rates, terms and conditions for local interconnection, local resale and the purchase of unbundled network elements for the state of Florida.

NOW THEREFORE, the Parties agree as follows:

1. INTERCONNECTION AND RESALE AGREEMENT

The Parties agree that the Agreement between the Parties shall consist of the MCI WorldCom/Sprint Interconnection Agreement 2002 dated March 1, 2002 (the "Adopted Agreement").

All services provided under this Agreement will be consistent with the decisions of courts having jurisdiction over this Agreement, including but not limited to the decisions of the Court of Appeals and the United States Supreme Court.

2. PARTIES:

CLEC is hereby substituted in the Adopted Agreement for MCI WorldCom Communications, Inc. and Sprint shall remain as the other Party to the Adopted Agreement. Except as modified herein, the Agreement shall in all other respects reflect the same terms as the Adopted Agreement.

3. TERM:

This Agreement shall have a termination date of February 28, 2005, which corresponds with the termination date of the Adopted Agreement.

4. NOTICES:

Except as otherwise provided, all notices and other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage paid, return receipt requested and addressed as follows:

To CLEC: Carl J. Burgess
Rebound Enterprises, Inc. d/b/a REI Communications
1005 Polk Street
Bartow, FL 33830

To Sprint: Director – Local Carrier Markets
Sprint
6480 Sprint Parkway
Mailstop: KSOPHM0310-3A453
Overland Park, KS 66251

Copy to: Field Service Manager
FLAPAKA0202 – 2264
555 Lake Border Drive
Apopka, FL 32703 – 5815

5. AMENDMENTS:

5.1 Section 4.1 of Attachment I will be replaced with the following:

4.1 The rates to be charged for the exchange of Local Traffic are set forth in Table One of this Attachment and shall be applied consistent with the provisions of Attachment 4 of this Agreement. ISP-Bound Traffic will be exchanged on a Bill and Keep basis. The Parties agree to "Bill and Keep" for mutual reciprocal compensation for the termination of ISP-Bound Traffic on the network of one Party which originates on the network of the other Party.

4.1.1 Traffic delivered to a Party that exceeds a 3:1 ratio of terminating to originating traffic is presumed to be ISP-Bound Traffic and subject to Bill and Keep. This presumption may be rebutted by either Party consistent with the provisions of the FCC's *Order on Remand and Report and Order*, FCC 01-131, CC Dockets No. 96-98 and 99-68, adopted April 18, 2001 (the "ISP Compensation Order"). Under Bill and Keep, each Party retains the revenues it receives from end user customers, and neither Party pays the other Party for terminating the ISP-Bound Traffic which is subject to the Bill and Keep compensation mechanism. The Bill and Keep arrangement is subject to the following conditions:

4.1.1.1 Bill and Keep applies to ISP-Bound Traffic between a CLEC end office and the Physical POI. CLEC is responsible for compensating Sprint for any necessary transport between virtual and physical POIs.

4.1.1.2 Traffic studies may be conducted semi-annually to measure the amount of traffic on the interconnection trunks to determine the ratio of originating to terminating traffic. Parties agree to share the results of such studies.

4.1.1.3 Bill and Keep does not apply to Local Traffic or ISP-Bound Traffic originated by the CLEC, transiting Sprint's network, and terminated by a third party in which case applicable transit charges will apply. Sprint will not assume transport and termination liabilities on behalf of the calls originated by the CLEC.

4.1.1.4 Traffic delivered to a Party that exceeds a 3:1 ratio of terminating to originating traffic is presumed to be ISP-Bound Traffic. This presumption may be rebutted by either Party

consistent with the provisions of the FCC's *Order on Remand and Report and Order*, FCC 01-131, CC Dockets No. 96-98 and 99-68, adopted April 18, 2001 (the "ISP Compensation Order").

5.2 The following subsection will be added to Section 2, Part A:

2.5 On February 20, 2003, the FCC adopted rules concerning incumbent LECs' obligations to make elements of their networks available on an unbundled basis at its open meeting. In the Matter of the Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, Docket No. CC 01-338. The Parties agree that any effective regulatory order, rule or regulation issued as a result of such open meeting shall constitute a revision or modification of the Applicable Rules and either Party may request that this Agreement be renegotiated in good faith to reflect such Amended Rules. Should the Parties be unable to reach agreement with respect to the appropriate modifications to this Agreement within thirty (30) days, either party may invoke the Dispute Resolution provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly respective authorized representatives.

Rebound Enterprises, Inc. d/b/a
REI Communications

Sprint Florida, Incorporated

By: 

By: 

Name: Carl J. Burgess

Name: William E. Cheek

Title: President

Title: President - Sales & Acct. Mgmt.

Date: 3/28/03

Date: 4/4/03