

Shill, Ann

From: Ann.Shill@T-Mobile.com
Subject: FW: State of Florida TRS Contract -- Performance Bond -- Signature Needed

From: Bisbee, Annette <Annette.M.Bisbee@t-mobile.com>
Sent: Wednesday, February 19, 2025 9:24 AM
Cc: Clairmonte, Michaela <Michaela.Cclairmonte@t-mobile.com>
Subject: State of Florida TRS Contract -- Performance Bond -- Signature Needed

Hi Ann,

I hope this message finds you well. Our new State of Florida TRS contract requires a performance bond, and the first bond will need Dave's signature. Can I have Lockton mail the bond to you for Dave's signature? Could you please confirm if the following address is correct?

Return Executed Original Bond to	Mr. Adam J. Teitzman, Commission Clerk Office of Commission Clerk Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850 Docket No. 20240043-TP
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Thank you.

Annette M. Bisbee
Sr. Contracts Negotiation Manager, Legal Affairs-Public Sector
2340 Dulles Corner Blvd., Herndon, VA 20171
Direct: 703.433.4628 | Email: Annette.M.Bisbee@T-Mobile.com | T-Mobile.com
T-Mobile™

RECEIVED-FPSC
2025 FEB 26 PM 12:32
COMMISSION
CLERK

RENEWABLE ANNUAL PERFORMANCE BOND

BOND NO. 0267688

KNOW ALL MEN BY THESE PRESENTS: THAT T-Mobile USA, Inc. , (hereinafter called the Principal), and BERKLEY INSURANCE COMPANY, 475 Steamboat Road, Greenwich, CT 06830 (hereinafter called the Surety), are held and firmly bound unto ^{Florida Public Service Commission} (hereinafter called the Obligee), in the full and just penal sum of ^{Seven Hundred Thousand Dollars and 00/100} (\$ 700,000.00) dollars to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.


WHEREAS, the above bounden Principal has entered into a certain written contract with the above mentioned Obligee for ^{Telecommunication Relay Service; Docket No. 20240043-TP} , which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein with annual renewal at Surety's discretion: and

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Principal shall well and truly keep, do and perform, each and every, all and singular, the matters and things in said contract set forth and specified to be by the said Principal kept, done and performed, at the time and in the manner in said contract specified during the term of this bond, and shall pay over, and make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of Principal, then this obligation shall be void, otherwise, to be and remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and provisions:

1. This bond is for the term beginning March 1, 2025 and ending February 28, 2026 .
2. In the event of a default by the Principal in the performance of the contract during the term of this bond, the Surety shall be liable only for the loss to the Obligee due to actual excess costs of the contract up to the termination of this bond. The Surety, after investigation, shall with reasonable promptness determine the amount for which it may be liable to the Owner as soon as practicable after the amount is determined, tender payment therefore to the Owner, or find an acceptable principal to complete the contract. This bond does not provide coverage to any indirect loss or costs incurred by the Obligee including, but not limited to legal fees, court costs, expert fees or interest.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless same be brought or instituted and process served upon the Surety within six months after the expiration of the stated term of this bond.
4. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute loss to the Obligee recoverable under this bond, not withstanding any language in the contract to the contrary.
5. The bond may be extended for an additional year at the option of the Surety, by Continuation Certificate executed by the Surety.
6. This bond shall not be cumulative. Under no circumstances shall the Surety's liability exceed the penal sum stated herein.
7. No right of action shall accrue on this bond to or for the use of any person, entity or corporation other than the Obligee named herein and this bond cannot be assigned to any other party without the written consent of the Surety.

Signed and sealed this 10th day of February , 2025 .

T-Mobile USA, Inc.
Principal
By: 
Name and Title
David Bezzant
UP, T-mobile for Govern ment

BERKLEY INSURANCE COMPANY
Surety
By: 
Christy M. Braille , Attorney-in-Fact

Surety Phone No. 973-775-5021

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Patrick T. Pribyl; Debra J. Scarborough; Mary T. Flanigan; Jeffrey C. Carey; Christy M. Braille; Evan D. Sizemore; Charles R. Teter, III; Rebecca S. Leal; C. Stephens Griggs; Tahitta M. Fry; Kellie A. Meyer; Veronica Lawver; Lauren Scott; Hillary D. Shepard; Erin C. Lavin; Kristin D. Thurber; Danielle R. Capps; or Mariana Walker of Lockton Companies, LLC of Kansas City, MO* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

- RESOLVED**, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further
- RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further
- RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further
- RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.



Attest
By *Philip S. Welt*
Philip S. Welt
Executive Vice President & Secretary

Berkley Insurance Company
By *Jeffrey M. Hafler*
Jeffrey M. Hafler
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafler who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES 04-30-2025

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.



Gives under my hand and seal of the Company, this 10th day of February, 2025.
Vincent P. Forte
Vincent P. Forte

Please **verify the authenticity** of the instrument attached to this power by:

Toll-Free Telephone: (866) 768-3534; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this power should be directed to:

Berkley Surety Group
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond please also identify the project to which the bond pertains.

Berkley Surety Group is an operating unit of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company and Berkley Regional Insurance Company

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

CHRISTIANA MARIE BRAILE

License Number : W693124

Non Resident Insurance License

• 0920 - NONRES GEN LINES (PROP & CAS)

Issue Date

10/22/2020

NOTICE - This non-resident license is limited to the classes of insurance reflected above and is further limited to ONLY those classes of insurance for which you are licensed in your home state.

Please Note:

A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <https://licse.fdfs.com>. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at <http://www.MyFloridaCFO.com/Division/Agents>



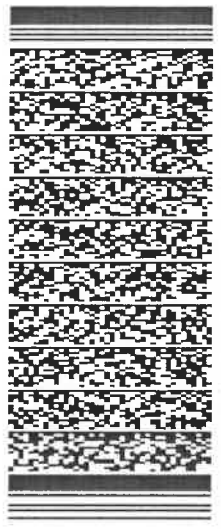
Jimmy Patronis
Chief Financial Officer
State of Florida

ORIGIN ID:SLCA (801) 518-0273
ANN SHILL
T-MOBILE FOR GOVERNMENT
1633 W INNOVATION WAY, 5TH FLOOR
5TH FLOOR - WE WORK
LEHI, UT 84043
UNITED STATES US

SHIP DATE: 24FEB25
ACTWGHT: 1.00 LB
CAD: 250579399INET4535
BILL SENDER

TO
ADAM J. TEITZMAN COMMISSION CLERK
FLORIDA PUBLIC SERVICE COMMISSION
2540 SHUMARD OAK BOULEVARD
OFFICE OF COMMISSION CLERK
TALLAHASSEE FL 32399
REF: (703) 433-4628
DEPT: PO: INV:

58CJ4/26DE/C8C4



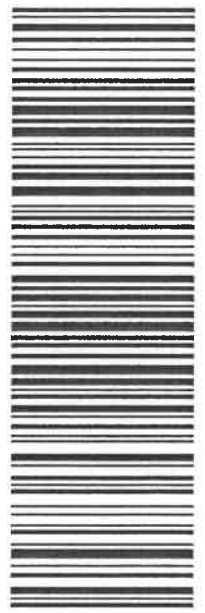
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TRK# 7722 7655 7034
0201

WED - 26 FEB 5:00P
** 2DAY **

SH TLHA

32399
FL-US TLH



After printing this label:
CONSIGNEE COPY - PLEASE PLACE IN FRONT OF POUCH
1. Fold the printed page along the horizontal line.
2. Place label in shipping pouch and affix it to your shipment.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.