

State of Florida



## Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD  
TALLAHASSEE, FLORIDA 32399-0850

**-M-E-M-O-R-A-N-D-U-M-**

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**DATE:** January 11, 2018  
**TO:** Carlotta Stauffer, Commission Clerk, Office of Commission Clerk  
**FROM:** Curtis J. Williams, Office of Industry Development & Market Analysis *CW AT-CH*  
**RE:** Docket No. 20170039-TP - Document Filing

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Please file the attached performance bond from Sprint Communications Company L.P. (Sprint) in Docket No. 20170039-TP. The Florida relay service provider is required to furnish an acceptable performance bond, certified or cashier's check, or bank money order equal to the estimated total first year price of the relay contract. The Sprint Florida relay service contract start date in Docket No. 20170039-TP is March 1, 2018.

Please let me know if you have any questions.

Attachments

RECEIVED-PPSC  
2018 JAN 11 PM 4:41  
COMMISSION  
CLERK



10 JAN 11 AM 6:33

OFFICE OF IDM

January 8, 2018

Curtis J. Williams  
Public Utility Analyst  
Office of Telecommunications  
Florida Public Service Commission

2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

RE: Agreement to Provide TRS to Florida – Sprint Performance Bond

Dear Mr. Williams:

Please find enclosed the Performance Bond for the Agreement to provide Telecommunications Relay Service between the Florida Public Service Commission and Sprint Communications Company, L.P. This bond shall apply for the period from March 1, 2018 through February 28, 2019.

Should you have any questions or concerns regarding this matter, please do not hesitate to contact me at 703-433-8581.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michaela Clairmonte".

Michaela Clairmonte, CPCM  
Manager, Contracts Negotiations  
Sprint

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT SPRINT COMMUNICATIONS COMPANY L.P., (hereinafter called the Principal), and BERKLEY INSURANCE COMPANY, (hereinafter called the Surety), are held and firmly bound unto FLORIDA PUBLIC SERVICE COMMISSION (hereinafter called the Oblige), in the full and just penal sum of TWO MILLION NINE HUNDRED FORTY EIGHT THOUSAND SEVEN HUNDRED FORTY FIVE & 00/100 DOLLARS (\$2,948,745.00 ) 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 Oblige for TELECOMMUNICATIONS RELAY SERVICE 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 Oblige, all loss and damage which said Oblige 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:

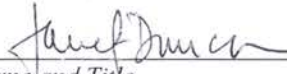
1. This bond is for the term beginning MARCH 1, 2018 and ending FEBRUARY 28, 2019.
2. In the event of a default by the Principal in the performance of the contract during the term of this bond, the Surety shall be liable only for the loss to the Oblige due to actual excess costs of the contract up to 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 Oblige 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 Oblige recoverable under this bond, notwithstanding 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 Oblige named herein and this bond cannot be assigned to any other party without the written consent of the Surety.

Signed and sealed this 21ST day of DECEMBER, 2017.

SPRINT COMMUNICATIONS COMPANY L.P.

*Principal*

By:

  
Name and Title

BERKLEY INSURANCE COMPANY

*Surety*

By:

  
Attorney-In-Fact, Debra C. Schneider  
Florida Non-Resident Agent License No. P088082

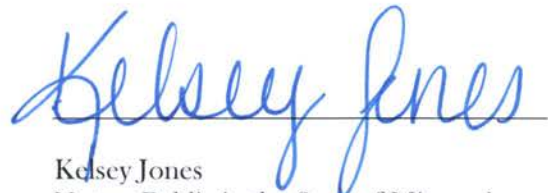
ACKNOWLEDGMENT BY SURETY

STATE OF Missouri  
City of St. Louis } ss.

On this 21st day of December, 2017, before me personally appeared Debra C. Schneider, known to me to be the Attorney-in-Fact of Berkley Insurance Company

\_\_\_\_\_, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

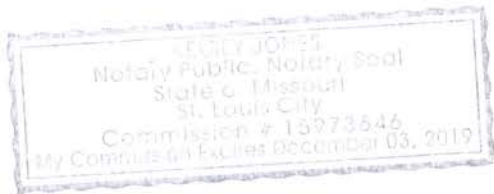
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Kelsey Jones  
Notary Public in the State of Missouri  
City of St. Louis  
Commission Number: 15973646

My Commission Expires: December 03, 2019

(Seal)



POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

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: *Pamela A. Beelman; Sandra L. Ham; Cynthia L. Choren; Debra C. Schneider; Heidi A. Notheisen; JoAnn R. Frank; Karen L. Roider; or Brittany D. Clavin of Marsh USA, Inc. of St. Louis, 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 Group, 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 21<sup>st</sup> day of February, 2016.

Attest:

Berkley Insurance Company

(Seal)

By

Ira S. Lederman  
Senior Vice President & Secretary

By

Jeffrey M. Hafter  
Senior Vice President

**WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.**

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 21<sup>st</sup> day of February, 2016, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

**MARIA C. RUNDBAKEN**  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
APRIL 30, 2019

Maria C. Rundbaker  
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.

Given under my hand and seal of the Company, this 21<sup>st</sup> day of December, 2017.

(Seal)

Vincent P. Forte  
Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.