

NASPO ValuePoint



PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

Master Agreement #: MA176

Contractor: **T-MOBILE USA, INC.**

Participating Entity: **STATE OF MARYLAND**

1. Scope: This Participating Addendum ("PA") covers the NASPO ValuePoint Wireless, Data, Voice and Accessories Master Agreement led by the State of Utah (Master Agreement No: MA176) for use by state agencies and other entities, as provided in the Master Agreement, and as more specifically detailed in Paragraph 2, "Participation," below. There were four categories included in the solicitation:

Category 1: Cellular Wireless Services

Category 2: Equipment and Accessories

Category 3: Turnkey Wireless and IoT Solutions offered as a Product

Category 4: Alternative Wireless Transport Options

Contractor was awarded Categories 1, 2, 3A, and 3C.

Participating Entity has elected to participate in **Categories 1 & 2**.

Unless otherwise agreed to by the parties herein, this PA shall be coterminous with the Master Agreement including, contingent upon approval by the Maryland Board of Public Works, any renewals or extensions to the Master Agreement.

2. Participation: This PA may be used by all state agencies, institutions of higher education, political subdivisions and other entities who are authorized by the State Chief Procurement Official or otherwise eligible to place orders against this PA (collectively "Purchasing Entities"). It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory provisions applicable to the Purchasing Entity. A Purchasing Entity may issue individual releases (Purchase Orders) against this PA on an as-needed basis.

3. Participating Entity Modifications or Additions are attached and incorporated as **Exhibit 1** (Terms and Conditions) and **Attachment N** (Contract Affidavit).

4. Order of Precedence: Except as specifically provided otherwise herein, this PA consists of and precedence is established by the order of the following documents:

This PA; and

The Master Agreement (including the Master Agreement Order of Precedence established in the NASPO ValuePoint Master Terms and Conditions).

With respect to this PA, in the event of a conflict between any of the clauses 1-10 hereof and Exhibit 1 hereto, the terms of Exhibit 1 will control.

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5. Purchase Order Instructions: All Purchase Orders and any other ordering documents under this PA will be governed by the terms and conditions of this PA and the Master Agreement including, without limitation, the obligation to pay Contractor for Products provided. Contractor and the Participating Entity (together the "Parties") acknowledge and agree that orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity's business procurement card are authorized Purchase Orders under the Master Agreement.

All Purchase Orders issued by Purchasing Entities under this PA shall include a reference to this PA, the Master Agreement Number MA176, the Contractor's Federal Employer's Identification Number and the Purchase Order number.

6. Individual Customer: Each state agency, political subdivision or other entity placing an order under this Participating Addendum ("Purchasing Entity"), will be treated as if it was an Individual Customer. Except to the extent modified in this Participating Addendum, each agency, political subdivision or other entity will be responsible for compliance with the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency, political subdivision or other entity will be responsible for its own charges, fees and liabilities. Each Purchasing Entity will have the same rights to any indemnity or to recover any costs allowed in the contract for its purchases; and Contractor will apply the charges to each Participating Entity individually. By submitting an order, the Individual Customer agrees to the terms of the Participating Addendum, including the disclosure of limited account information as part of the contractual reporting requirements to NASPO ValuePoint and/or the Participating Entity for purposes of monitoring the contract and calculating the administrative fee.

7. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	David Bezzant, Vice President – T-Mobile for Government
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 th Street, Bellevue, WA 98006
Telephone:	(480) 638-2608
Fax:	
Email:	David.Bezzant@T-Mobile.com

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For Legal Notice to Contractor – send a copy to:

Name:	Legal Department, T-Mobile USA, Inc.
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 th Street, Bellevue, WA 98006
Email Copy To:	Legal_Government_Contracts@t-mobile.com

Participating Entity

Name:	Cheryl Howard-Bond/State of Maryland
Address:	45 Calvert Street Second Floor Annapolis Maryland 21401-1994
Telephone:	410-697-9665
Fax:	
Email:	Cheryl.Howard-Bond@maryland.gov

8. Software Terms and Conditions: Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control. In addition, any language in a EULA which violates a Purchasing Entity's constitution, statute or other applicable law will be deemed void, and of no force or effect, as applied to the Purchasing Entity.

9. Pursuant to Amendment No. 2 of Master Agreement No. MA176, upon execution of this PA, the parties agree that this PA will supersede and replace any existing Participating Addendum(s) executed by the Participating Entity under either: 1) the NASPO ValuePoint Master Agreement #1907 between the State of Nevada and Contractor; or 2) the NASPO ValuePoint Master Agreement #1907 between the State of Nevada and Sprint Solutions, Inc., ("Existing 1907 Participating Addendums") as of this PA Effective Date, subject to the terms herein. The Existing 1907 Participating Addendums will be terminated in their entirety as of this PA Effective Date.

10. Technology Evolution:

10.1 In the normal course of technology evolution and enhancement, T-Mobile continually updates and upgrades its Services, Products and networks. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, T-Mobile will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in the PA to the contrary, T-Mobile reserves the right, in its sole discretion, after providing the notice set forth in subsection 10.2 below, to (a) migrate Purchasing Entity to a mutually agreed upon replacement technology unless, within the notice period described in subsection 10.2 below,

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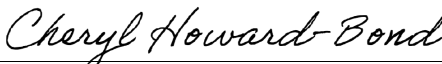
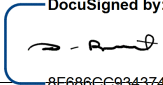
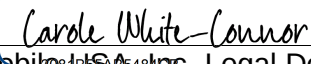
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the Purchasing Entity opts to discontinue its Service, Product, network standard, or technology; or (b) discontinue any Service, Product, network standard, or technology without replacement without either party being in breach of the PA or incurring early termination liability relating to the discontinuance of the affected Service, Product, network standard, or technology.

10.2 If T-Mobile takes any action set forth in subsection 10.1 above, T-Mobile will provide no less than 60 days' advance notice reasonably designed to inform Participating Entity and Purchasing Entity (if affected) of such pending action. The form of T-Mobile's notice may include providing written notice to any address (a) T-Mobile uses for billing the Purchasing Entity, (b) set forth in Purchasing Entity's Order, and (c) listed in the PA for Participating Entity. Customer agrees that such notice is reasonable and sufficient notice of T-Mobile's pending action.

11. Entire Agreement: This PA constitutes the entire agreement between the parties and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this Contract are superseded by this agreement. This Contract may be amended as the DEPARTMENT and the CONTRACTOR mutually agree in writing.

The parties have executed this Participating Addendum as of the date of final execution below.

Participating Entity: State of Maryland	Contractor: T-Mobile USA, Inc.
Signature: 	Signature:  8F686CC9343743G...
Printed Name: Cheryl Howard-Bond	Printed Name: David Bezzant
Title: Procurement Officer	Title: Vice President, T-Mobile for Government
Date: 03/11/2021	Date: 1/11/2021
Legal Approved by:	Legal Approved by:
State of Maryland	 T-Mobile USA, Inc. Legal Department
Date:	Date: 1/11/2021

[Additional signatures may be added if required by the Participating Entity]

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For questions on the Participating Addendum or NASPO ValuePoint cooperative contracting process, please contact the NASPO ValuePoint Cooperative Contract Coordinator assigned to this Portfolio, as provided on this Portfolio's webpage at www.naspovaluepoint.org or the NASPO ValuePoint team at ccc@naspovaluepoint.org.

Contractor - email a fully executed PDF copy of this document to:

PA@naspovaluepoint.org

***To support documentation of participation and posting
in appropriate databases***

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Exhibit 1 State Terms and Conditions

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Attachment N Contract Affidavit

Larry Hogan
Governor

Boyd K. Rutherford
Lt Governor



Ellington E. Churchill, Jr.
Secretary

Nelson E. Reichart
Deputy Secretary

OFFICE OF STATE PROCUREMENT

Exhibit 1

TERMS AND CONDITIONS

1. INCORPORATION BY REFERENCE:

All terms and conditions of the Solicitation #CJ18012 ("Solicitation") and Amendments thereto ("NASPO ValuePoint Wireless Data, Voice, and Accessories") are made a part of this Contract (collectively, "NASPO ValuePoint Master Agreement MA176").

2. TAX EXEMPTION:

The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. Exemption certificates shall be completed upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply.

3. SPECIFICATIONS:

All materials, equipment, supplies or services shall conform to applicable federal and State laws and regulations and to the specifications contained in this solicitation.

4. DELIVERY AND ACCEPTANCE:

Delivery shall be made in accordance with the solicitation specifications. In the case of excusable delays due to unforeseeable causes beyond the Contractor's control Section 28 (Force Majeure) of the Master Agreement will control. The State unilaterally may order in writing the suspension, delay or interruption of performance hereunder. The State reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. The materials listed in the bid or proposal shall be delivered FOB the point or points specified prior to or on the date specified in the bid or proposal. Any material that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected materials shall be promptly replaced. The State reserves the right to purchase replacement materials in the open market.

5. ANTIBRIBERY:

The Contractor warrants that neither it nor any of its officers, directors, or partners nor any of its employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

6. REGISTRATION:



Pursuant to §7-201 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston St., Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation. The website for the State Department of Assessments and Taxation is <http://www.dat.state.md.us>, e-mail address is charterhelp@dat.state.md.us, and phone numbers for the State Department of Assessments and Taxation are: (410) 767-1340 or (888) 246-5941.

7. EPA COMPLIANCE:

Materials, supplies, equipment, or other services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

8. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA):

All materials, supplies, equipment or services supplied as a result of this contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act Standards.

9. DISPUTES; NO ELECTRONIC PROTESTS, NOTICES OF CLAIM, OR CLAIMS:

This Contract shall be subject to the dispute provisions of Title 15, Subtitle 2 of the State Finance and Procurement Article of the Annotated Code of Maryland and COMAR.21.10 (Administrative and Civil Remedies. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.

10. MARYLAND LAW PREVAILS:

The provisions of this contract shall be governed by the laws of Maryland, provided however, that the Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) is inapplicable to this Contract or any software license acquired hereunder.

11. PAYMENT OF STATE OBLIGATIONS:

Electronic Funds Transfer: This provision on Electronic Funds Transfer applies to contracts of over \$200,000 for which payments are made through the State Comptroller. Electronic funds transfer will be used by the State to pay Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption. By submitting a response to this solicitation, the Bidder or Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. After award of a contract, the selected Bidder or offeror shall register with the Comptroller of Maryland using the forms required by the Comptroller. For further information go to:

<http://compnet.comp.state.md.us/gad/vendorinfo/eft/default.asp>

Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

12. PRE-EXISTING REGULATIONS:

The regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Contract are applicable to this Contract.

13. INDEMNIFICATION:

The State shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operations of this agreement.

14. CONFLICTING TERMS: [INTENTIONALLY OMITTED]

15. DRUG AND ALCOHOL FREE WORKPLACE:

The Contractor warrants that the Contractor shall comply with COMAR 21.11.08 Drug and Alcohol Free Workplace, and that the Contractor shall remain in compliance throughout the term of this Contract.

16. CHANGES: WORK ORDERS:

Changes: The Procurement Officer unilaterally may, in accordance with the terms of the Master Agreement, by written order designated or indicated to be an order, make any change in the work within the general scope of the contract, including but not limited to changes:

In the method or manner of performance of the work;

Any other written order or an oral order, including a direction, instruction, interpretation, or determination from the Procurement Officer that causes or constitutes any such change shall be treated as a change order under this clause provided that the Contractor gives the Procurement Officer written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a change order.

Except as herein provided, no order, statement, or conduct of the Procurement Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

Subject to paragraph (6) of this subsection, if any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under the contract, whether or not changed by an order, an equitable adjustment shall be made and the contract modified in writing accordingly; provided, however, that except for claims based on defective specifications, no claim for any order under (2) above shall be allowed for any costs incurred more than twenty (20) days before the Contractor gives written notice as therein required; and provided further, that in the case of defective specifications for which the State is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective specifications.

If the Contractor intends to assert a claim for an equitable adjustment under this section, he shall do so in accordance with and subject to the disputes procedures of the contract.

Each contract modification or change order that affects contract price shall be subject to the prior written approval of the Procurement Officer and other appropriate authorities and to prior certification of the appropriate fiscal authority of fund availability and the effect of the modification or change order on the contract budget or total cost. If, according to the certification of the fiscal authority, the contract modification or change order will cause an increase

in cost that will exceed budgeted and available funds, the modification or change order may not be made unless sufficient additional funds are made available or the scope of the contract is adjusted to permit its completion within the project budget.

No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment is made under this contract.

As used in this section, "work" means any and all commodities, goods, materials, labor, services, manner or time of delivery or performance, or other elements of performance required to be furnished or supplied by the Contractor under this contract.

17. Miscellaneous: [INTENTIONALLY OMITTED] BID / PROPOSAL AFFIDAVIT:

Each Bidder or offeror shall execute and attach to the bid or proposal the affidavit included with this solicitation.

18. PUBLIC INFORMATION ACT NOTICE:

Offerors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.

19. MINORITY BUSINESS ENTERPRISE NOTICE:

Minority Business Enterprises are encouraged to respond to this solicitation.

20. ARREARAGES:

By submitting a response to this solicitation, a vendor shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.

21. MULTIPLE OR ALTERNATE BIDS:

Unless multiple or alternate bids are requested in the solicitation, multiple or alternate bids may not be accepted. If the solicitation does not request multiple or alternate bids, if received they will be treated in accordance with COMAR 21.05.02.21.

22. BPO AS CONTRACT: [INTENTIONALLY OMITTED]

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23. RETURNED GOODS:

Contractor(s) shall be entitled to recover reasonable compensation for any and all goods shipped in accordance with authorized agency orders, meeting all contract requirements, and returned by the agency for reasons other than the Contractor's failure to meet contract requirements. Compensation shall be limited to actual unreimbursed costs incurred by the Contractor including, but not limited to, restocking charges, shipping charges, plus reasonable profit. Contractor must provide written proof of claimed compensation.

24. PURCHASES BY OTHER ENTITIES – INDEFINITE QUANTITIES CONTRACT:

Maryland State and local entities as defined in Finance and Procurement 13-110(a)(5)(i) and not-for-profit entities within the State of Maryland may purchase from the Contractor goods or services covered by the Contract under the same terms and conditions and at the same prices chargeable to the State. All such purchases (a) constitute contracts between the Contractor and the purchasing entity and will not constitute purchases by the State or State agencies under the Contract or be binding or enforceable against the State or any State agency and (b) may be subject to other terms and conditions agreed to by the Contractor and the purchasing entity. The Contractor bears the risk of determining whether or not a government, agency or organization with which the Contractor is dealing is a State entity. Maryland State and local entities as defined in Finance and Procurement 13-110(a)(5)(i) and not-for-profit entities within the State of Maryland may purchase from the Contractor goods or services covered by the Contract under the same terms and conditions and at the same prices chargeable to the State. All such purchases (a) constitute contracts between the Contractor and the purchasing entity and will not constitute purchases by the State or State agencies under the Contract or be binding or enforceable against the State or any State agency and (b) may be subject to other terms and conditions agreed to by the Contractor and the purchasing entity. The Contractor bears the risk of determining whether or not a government, agency or organization with which the Contractor is dealing is a State entity.

CONTRACTOR**STATE OF MARYLAND****DEPARTMENT OF GENERAL SERVICES**

DocuSigned by:



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By

David Bezzant

Vice President

(Printed Name and Title)

1/11/2021

Date

Legal Approved By:

DocuSigned by:

 1/11/2021

I-Moore USA, Inc. Legal Department

By

Robert E. Gleason, Chief Procurement Officer

(Printed Name and Title)

March 2, 2021

Date

Approved as to form and legal sufficiency

Howard J. Barr
 this _____ day of _____, 2021
 Digitally signed by
 Howard J. Barr
 Date: 2021.01.21
 12:05:31 -05'00'

Assistant Attorney General