



NASPO ValuePoint

## **PARTICIPATING ADDENDUM**

### **WIRELESS, DATA, VOICE AND ACCESSORIES**

Led by the state of Utah

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Master Agreement #: MA176

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

Participating Entity: **STATE OF MAINE**

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 **Categor(ies) 1, 2, 3A, 3C.**

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 A**, if applicable.

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).

5. Administrative Fee and Reporting: N/A

6. Purchase Order Instructions:

All Orders against this PA must be approved by an authorized agent of the Participating Entity.

All Orders requiring a Statement of Work must be signed by the Participating Entity and T-Mobile prior to work commencing.

All Orders against this PA must include the Master Agreement No.: MA176, the State's PA No., if any, and the Purchase Order No., if any.



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## 7. 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. 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.

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

## Contractor

Name:	David Bezzant
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 <sup>th</sup> Street, Bellevue, WA 98006
Telephone:	(480) 638-2608
Email:	<a href="mailto:David.Bezzant@T-Mobile.com">David.Bezzant@T-Mobile.com</a>

## Contractor (Sales and Customer Service Contact)

Name:	Ryan Lopes, Government Account Executive
Address:	15 Commerce Way Norton, MA 02766
Telephone:	617-564-1313
Email:	<a href="mailto:Ryan.Lopes1@t-mobile.com">Ryan.Lopes1@t-mobile.com</a>

## Contractor (Contract Communications and Notices Contact)

Name:	Annette Bisbee, Sr. Contracts Administrator
Address:	12502 Sunrise Valley Drive Mailstop: VARESA0208 Reston, VA 20196
Telephone:	703-433-4628
Email:	<a href="mailto:Annette.M.Bisbee@T-Mobile.com">Annette.M.Bisbee@T-Mobile.com</a>
With Email Copy To:	<a href="mailto:Legal_Government_Contracts@T-Mobile.com">Legal_Government_Contracts@T-Mobile.com</a>

## Participating Entity

Name:	Justin Franzose
Address:	9 State House Station, Augusta ME 04333-0009
Telephone:	207-624-7337
Fax:	207-287-6578
Email:	<a href="mailto:Justin.franzose@maine.gov">Justin.franzose@maine.gov</a>



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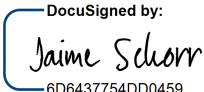
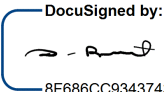
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9. Software Terms and Conditions: Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software; however, in the event of a conflict in language between an end user license agreement (EULA) and 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.

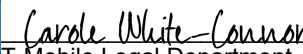
10. Entire Agreement: This document contains the entire PA of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the PA that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the PA, or to exercise an option or election under the PA, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the PA shall be deemed to be a waiver of any prior or subsequent rights or remedy under the PA or at law.

11. Rates: Contractor's rates are updated on a quarterly basis and can be viewed at any time by visiting: <https://shopnaspo.tmoders.com/orders/catalog/splashpage.php>.

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

STATE OF MAINE	T-MOBILE USA, INC.
Signature:  DocuSigned by: 6D6437754DD0459...	Signature:  DocuSigned by: 8F686CC9343743C...
Printed Name: Jaime Schorr	Printed Name: David Bezzant
Title: Chief Procurement Officer	Title: Vice President – Government Sales
Date: 10/9/2020	Date: 10/12/2020

Legal Approved By:

  
DocuSigned by:  
Carole White Connor  
T-Mobile Legal Department  
201B55A83484C...

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](http://www.naspovaluepoint.org) or the NASPO ValuePoint team at [ccc@naspovaluepoint.org](mailto:ccc@naspovaluepoint.org).



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