



NASPO ValuePoint
PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES
Led by the state of Utah

Master Agreement #: MA176-1

State of Iowa Master Agreement: 20412

Contractor: T-MOBILE USA, INC.

Participating Entity: (STATE) OF IOWA

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: MA176-1) 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 all categories awarded.

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 as follows.

Payment Terms:

Payment shall be governed by Iowa Code § 8A.514. Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered (unless the parties agree to partial shipment or deliveries) or the date a correct invoice is received, whichever is later. After 60 days the Contractor may assess overdue account charges up to a minimum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card," at the time of order placement only, with no additional charge.



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PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES
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Discounts:

Contractor's US List prices stated on the Contractor's approved NASPO ValuePoint Master Agreement web site shall be discounted using the discounts and price lists approved and agreed to with NASPO ValuePoint Master Agreement, which can be found at: <https://www.naspovaluepoint.org/portfolio/wireless-data-voice-and-accessories-2019-2024/t-mobile-usa-inc/>. The stated discounts are considered to be the minimum discount offered. The Contractor and/or its Fulfillment Partners may offer, within written quotes, a higher discount than the approved minimum discount for volume purchases or for competitive reasons.

Affirmative Action:

The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the Iowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all federal and state laws applicable to this Participating Addendum, orders when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers. Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

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:

Reports:

The Contractor shall submit quarterly reports to the Participating State Contract Administrator showing all sales made quarterly against this Participating Addendum within the State of Iowa. Such reports will show the quantities and dollar volume of purchases by each Purchaser.

Administrative Fees:

The State of Iowa shall be entitled to receive a one percent (1.00%) administrative fee on all sales made within the State of Iowa against this agreement. Any proposed change in the state administrative fees shall mutually be agreed by Parties. Per terms of Utah NASPO Master Agreement, Section 6.A., T-Mobile will adjust the master discount rate by the amount of the administrative fee paid.



NASPO ValuePoint
PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES
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The administration fee due to the State of Iowa shall be paid quarterly by Contractor directly to the Participating State, made payable to the "Iowa Department of Administrative Services".

Send to:

State of Iowa - DAS/Central Procurement
Attention: DAS-CP COO
1305 E. Walnut St.
Des Moines, IA50319

Schedule:

Quarter Ending
March 31
June 30
September 30
December 31

Report Due
April 30
July 31
October 31
January 31

6. Purchase Order Instructions:

All Purchase Orders and any other ordering documents under this Participating Addendum will be governed by the terms and conditions of this Participating Addendum 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 Participating Addendum shall include a reference to this Participating Addendum and the Master Agreement, number MA176-1.

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."



NASPO ValuePoint
PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES
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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 th Street, Bellevue, WA 98006 with a copy to: Legal Department - Sales and Distribution T-Mobile USA, Inc. 12920 SE 38th Street, Bellevue, Washington 98006
Telephone:	(480) 638-2608
Email:	David.Bezzant@T-Mobile.com

Participating Entity

Name:	Kelli Sizenbach
Address:	1305 E Walnut St, 3 rd Flr, Des Moines, IA 50319
Telephone:	515-725-2275
Email:	Kelli.sizenbach@iowa.gov

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 Participating Addendum, and the Master Agreement (number MA176-1 administered by the State of Utah) together with its exhibits, set forth the entire agreement between the Parties regarding the subject matter contained herein, and supersedes any and all previous communications, representations or agreements, whether oral or written. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and

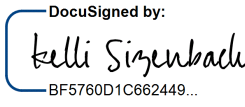
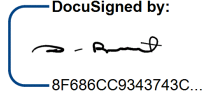


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PARTICIPATING ADDENDUM

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its exhibits, by-any subsequent purchase order or otherwise (except by duly-executed written amendment), and any such attempts to add or incorporate such terms and conditions are hereby rejected and shall be deemed null and void.

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

Participating Entity: State of Iowa	Contractor: T-Mobile USA, Inc.
Signature: 	Signature: 
Printed Name: Kelli Sizenbach	Printed Name: David Bezzant
Title: Purchasing Agent	Title: Sr. Director
Date: 5/12/2020	Date: 5/12/2020

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**