

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: **CHICAGO HOUSING AUTHORITY ("CHA")**

CHA Contract #: **12788**

1. Scope: This Participating Addendum ("PA") covers the NASPO ValuePoint Wireless, Data, Voice and Accessories Master Agreement No. MA176 led by the State of Utah, as amended ("Master Agreement") 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, 3A and 3C** (unless indicated otherwise)

Unless otherwise agreed to by the parties herein, this PA shall be coterminous with the Master Agreement including 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: See Attachment 1, CHA 'Participation Agreement.

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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:

- (1) This PA (including the Attachment 1);
- (2) The Master Agreement (including the Master Agreement Order of Precedence established in the NASPO ValuePoint Master Terms and Conditions)
- (3) T-Mobile's proposal response to CHA's Request for Proposal – Event No. 3126 for Mobile Equipment and Services (2021); and
- (4) CHA's Request for Proposal – Event No. 3126 for Mobile Equipment and Services (2021).

5. *[intentionally omitted]*

6. Purchase Order Instructions: Any Purchase Order, Order or T-Mobile approved funding document used to order Products and Services shall be in accordance with and subject to the NASPO Master Agreement #MA176. As a pre-condition to ordering T-Mobile Services and Products under the NASPO Master Agreement, T-Mobile will require Participating Entity to provide a Purchase Order, Order or signed funding document.

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.

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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, Vice President, T-Mobile For Government
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 <sup>th</sup> Street, Bellevue, WA 98006
Telephone:	(425) 383-4000
Fax:	
Email:	David.Bezzant@T-Mobile.com

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 <sup>th</sup> Street, Bellevue, WA 98006

Participating Entity:

Name:	Chicago Housing Authority/Christopher H Stinson, Director, Procurement
Address:	60 East Van Buren Street, 13th Floor, Chicago, Illinois 60605
Telephone:	(312) 786-3420
Fax:	
Email:	cstinson@thecha.org

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. 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

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#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.

**11. Technology Evolution:**

11.1 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 11.2 below, to (a) migrate Purchasing Entity to a mutually agreed upon replacement technology unless, within the notice period described in subsection 11.2 below, 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.

11.2 If T-Mobile takes any action set forth in subsection 11.1 above, T-Mobile will provide no less than 60 days' advance notice reasonably designed to inform 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, or, if (a) or (b) are unavailable, (c) listed in the PA for Participating Entity. Customer agrees that such notice is reasonable and sufficient notice of T-Mobile's pending action.


**[Signature Paragraph on next page]**

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The parties have executed this Participating Addendum as of the date of final execution below ("PA Effective Date").

Participating Entity: <b>Chicago Housing Authority</b>	Contractor: <b>T-Mobile USA, Inc.</b>
Signature:  <small>DocuSigned by: 02DBAECFE536465...</small>	Signature:  <small>DocuSigned by: 8F886CC9343743C...</small>
Printed Name: <u>Sheila Johnson</u>	Printed Name: <u>David Bezzant</u>
Title: <u>Deputy Chief Procurement Officer</u>	Title: <u>vice President</u>
Date: <u>4/22/2022</u>	Date: <u>4/22/2022</u>
Approved as to Form Chicago Housing Authority Office of General Counsel  <small>DocuSigned by: F5DCC0EFC2AC498...</small> Name: <u>LaRue Little</u> Title: <u>Deputy Chief Legal Officer</u>	Legal Approved by: <u>4/22/2022</u>  T-Mobile USA, Inc. Legal Department

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

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).

**\*\*\*Attach Attachment 1 if necessary – Participating Entity Modifications or Additions\*\*\***

**Contractor - email a fully executed PDF copy of this document  
to: [PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org)**

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

Attachment 1  
To  
NASPO ValuePoint  
PARTICIPATING ADDENDUM

**PARTICIPATION AGREEMENT**  
**BETWEEN**  
**CHICAGO HOUSING AUTHORITY**  
**AND**  
**T-MOBILE USA, INC.**

**(COOPERATIVE PURCHASING FOLLOWING**  
**COMPETITIVE SOLICITATION AND AWARD)**

## **PARTICIPATION AGREEMENT**

This Participation Agreement (the “**Contract**”) is made and entered into effective as of the 1<sup>st</sup> day of April, 2022 (the “**Effective Date**”), by and between Chicago Housing Authority (hereinafter referred to as the “**Customer**” or “**CHA**”), an Illinois municipal corporation organized under the Illinois Housing Authorities Act, 310 ILCS 10/1 *et seq.*, with offices at 60 E. Van Buren St., Chicago, Illinois, and T-Mobile USA, Inc. (hereinafter referred to as the “**Contractor**” or “**T-Mobile**”), a Delaware corporation authorized to conduct business within the State of Illinois and with offices at 12920 SE 38<sup>th</sup> Street, Bellevue, Washington 98006-1350.

## **RECITALS**

**WHEREAS**, the CHA is engaged in the development and operation of safe, decent and sanitary housing throughout the City of Chicago for low-income families in accordance with the United States Housing Act of 1937, 42 U.S.C. §1437 *et seq.*, regulations promulgated by the United States Department of Housing and Urban Development (“HUD”), and the Illinois Housing Authorities Act, 310 ILCS 10/1 *et seq.*, as amended, and other applicable laws, regulations and ordinances;

**WHEREAS**, the CHA issued Request for Proposal – Event No. 3126 for Mobile Equipment and Services (2021) (the “RFP”, incorporated into this Contract by reference but not attached) on or about October 14, 2021, to solicit the supply, services and proposals of qualified suppliers and vendors to provide mobile and cellular equipment, voice and data services and other related services and amenities; and

**WHEREAS**, T-Mobile in response to the RFP, submitted its proposal on or about November 15, 2021, incorporated into this Contract by reference but not attached, representing its willingness, ability and offer to fulfill the specifications and needs of the RFP as specifically set forth its responsive proposal thereto, which proposal was selected for award by CHA pursuant to the terms of the RFP solicitation;

**WHEREAS**, the State of Utah (hereinafter the “SOU”), acting through its Department of Administrative Services (Division of Purchasing and General Services) issued an open, public and competitive solicitation for the supply of wireless data, devices & accessories, and voice services through that certain Solicitation Number #CJ18012, which is incorporated into this Contract by reference but not attached, as if fully and originally set forth herein, and thereafter awarded T-Mobile a contract pursuant to the completed solicitation which permits certain other authorized governmental and public-sector agencies SOU to participate in the cooperative purchasing structures available under the Master Agreement (defined below).

**WHEREAS**, the Contractor entered into that certain Agreement No. MA176 – NASPO ValuePoint Wireless, Data, Voice and Accessories Agreement with the SOU pursuant to the SOU’s solicitation and award under Solicitation Number #CJ18012 (hereinafter referred to as the “Master Agreement”, as originally executed and amended thereafter), which is incorporated into this Contract by reference but not attached, as if fully and originally set forth herein, for the Contractor’s provision of cellular and wireless telephones, handsets, radios, equipment, parts and services and related amenities thereto to the SOU, and which includes participation rights for SOU’s sister agencies and other governmental or public sector agencies and entities to participate in and utilize Contractor’s services and supply offerings subject to certain established terms, conditions, procedures and limitations expressly referenced in the Master Agreement;

**WHEREAS**, the CHA and T-Mobile desire to enter into this Contract to facilitate the provision of mobile and cellular phones, devices, parts, equipment and related supplies, as well as other integrally related services and amenities by T-Mobile to the CHA, upon the same generally prevailing terms, conditions and prices as established in the Master Agreement, except as specifically modified by the terms herein; and

**WHEREAS**, the CHA and T-Mobile also desire to fulfill their respective rights and obligations under this Contract by construing certain clauses of the Master Agreement to achieve the appropriate and consistent application and interpretation of the applicable terms and conditions to CHA and Contractor without affecting in any way the rights or obligations of either SOU or the Contractor under the Master Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants, benefits and promises herein stated and in conjunction with the cooperative agreement referenced, the parties hereto agree to the following terms and conditions:

**1. INCORPORATION OF MASTER AGREEMENT.**

The purpose of this Contract is to allow the Customer to procure wireless products and services from T-Mobile at the negotiated, agreed, and/or discounted prices, rates or other preferential terms and conditions set forth in the Master Agreement. To that end, the Master Agreement is hereby incorporated by reference as if set forth herein in its entirety, including all duly authorized and -executed subsequent amendments thereto.

This Contract shall have no effect (adverse or otherwise) upon the validity, duration or operation of the Master Agreement as between the Contractor and the SOU or any other agencies or entities utilizing the services, benefits or amenities available pursuant to the Master Agreement. Furthermore, to fully effectuate the independent performance, operation and administration of this Contract as a wholly separate agreement from the Master Agreement, this Contract shall be construed by the Customer and T-Mobile, and by any court, tribunal or other entity or authority charged with enforcement or interpretation of this Contract harmoniously with the Master Agreement to the fullest extent practicable and with the stated intention of Customer and T-Mobile that the each shall be construed to be consistent and harmonious with the other, and no specific conflict shall be implied or construed.

All rights and duties generally applicable to or reserved to the SOU under the Master Agreement shall likewise be vested in the Customer for purposes of this Contract. Furthermore, all rights and duties generally applicable to or reserved to T-Mobile under the Master Agreement shall likewise be vested in T-Mobile for purposes of this Contract. Additionally, any material clause or provision set forth in the Master Agreement which has an analogous or equivalent term or provision under law or regulation that would apply to the parties to this Contract, the equivalent law or provision shall be given full reasonable effect, without intending any material conflict or contradiction with the equivalent or comparable term, condition, law or regulation referenced in the Master Agreement.

**2. TERM AND COMPENSATION.**

The term of this Contract is for a base term of three (3) years (the "Base Term"), with the Base Term commencing upon the effective date set forth above (April 1, 2022), or alternatively, that date upon which the parties submit an initial jointly accepted order for supplies, equipment or services under this Agreement (which shall not be later than forty-five (45) days after April 1, 2022). Additionally, the parties shall have the right to renew or extend the Contract, subject to mutual agreement of the parties, through a formal written amendment duly authorized and executed by the parties for up to two (2) additional one-year option term(s) in accordance with the terms of the Master Agreement, provided such option term(s) conform(s) to HUD regulations and requirements, upon the same prevailing terms and conditions as were in effect as of the expiration of the prior term, except to the extent that pricing for such renewal or option term has been actually or effectively amended, whether pursuant to the Master Agreement, or pursuant to a pricing amendment mutually agreed to in writing by the CHA and the Contractor for such extension term, which shall be no less favorable than any equivalent pricing that may then be in effect under the Master Agreement.

In consideration of the T-Mobile's performance and provision of the services, goods, supplies and other related activities herein, the CHA shall pay the Contractor compensation in the total not-to-exceed amount of One Million Fifty-Seven Thousand Four Hundred Fifty and 92/100 Dollars



**Contract #12788**

(\$1,057,450.92) (hereinafter the "Total Compensation") for the term of this Contract. Pricing for equipment, telephones, handsets, radios, supplies, deliveries, services or other related amenities, shall be subject to the same established pricing, selection, discounts, rebates and other terms established in the Master Agreement. The expiration or termination of the Master Agreement shall not terminate, shorten or otherwise affect the continuing validity and effectiveness of any contract(s), order(s) or other valid and binding obligation(s) entered into between the CHA and Contractor during the term of this Contract.

This Contract in no way represents or requires a commitment from CHA to purchase or procure a specified number of radios, parts, equipment or services or expend any given dollar value of supplied radios, parts, equipment and/or services. The Contractor agrees not to perform or provide, and waives any and all claims for payment of, supplies, work, materials, expenses, resources or other claims which would result in billings beyond the Total Compensation amount. It is mutually understood and agreed by the parties that the above agreed upon Total Compensation amount is the only compensation provided for in this Agreement and there will be no additional, costs, fees or other type of profit allowable or paid under this Agreement without an express written amendment to the Agreement authorizing said additional compensation, supplies or services. The Contractor acknowledges an affirmative duty to monitor its performance and billings to ensure that the scope of work is completed within the Total Compensation amount.

**3. PAYMENT AND NON-APPROPRIATION.**

The Contractor shall submit periodic invoices detailing the fees due for Products and Services provided under this Contract. The Contractor shall exercise commercially reasonable efforts to furnish such supporting documents and additional information as may be required to support and approve each invoice. The CHA shall pay the invoices within thirty (30) days of receipt of a properly submitted invoice. All invoices shall be subject to the review and approval of the CHA, with such approval not to be unreasonably withheld, conditioned, or delayed.

Funding for this Agreement is subject to: (1) availability of federal funds from HUD, (2) the approval of funding by the CHA's Board of Commissioners, if required, and (3) the Contractor's satisfactory performance of its obligations under this Contract. Furthermore, in the event that no funds or insufficient funds are appropriated and budgeted or appropriated funds are rescinded by Congress in any fiscal period of the term of this Agreement for payments to be made under this Agreement, then the CHA may notify the Contractor of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted.

**4. NOTICES.**

All verbal and written communication, including required reports and submissions between the Contractor and the CHA shall be through the designee of the Chief of Procurement and Contracts, 60 E. Van Buren St., Chicago, IL 60605 when required. No verbal communication between the parties shall change or modify any of the terms and conditions of this Agreement. Nothing stated herein shall be construed as a waiver or modification of the requirements for notice or service of process of litigation, as set forth in the Illinois Code of Civil Procedure, the Federal Rules of Civil Procedure, the local rules of the Circuit Court of Cook County, and the local rules governing the U.S. District Court for the Northern District of Illinois.

Any notices sent to the Contractor shall be mailed by certified mail, return receipt requested, postage prepaid to:

T-Mobile USA, Inc.  
David Bezzant, Vice President, T-Mobile For Government

c/o T-Mobile USA, Inc., 12920 SE 38th Street, Bellevue, WA 98006

**Contract #12788**

Phone: (425) 383-4000  
 Email: David.Bezzant@T-Mobile.com

**For Legal Notice – send a copy to:**

Legal Department – Sales & Distribution, T-Mobile USA, Inc.  
 12920 SE 38th Street, Bellevue, WA 98006

Notices sent to the CHA shall be mailed by certified mail, return receipt requested, postage prepaid to:

Chicago Housing Authority  
 60 E. Van Buren St., 12th Floor  
 Chicago, Illinois 60605  
 Attention: Chief Executive Officer

Chicago Housing Authority  
 60 E. Van Buren St., 12th Floor  
 Chicago, Illinois 60605  
 Attention: Chief Legal Officer

**5. TERMINATION FOR CONVENIENCE.**

Either party may terminate this Contract for convenience by providing the other party thirty (30) days prior written notice.

**6. AUTHORITY.**

Execution of this Agreement by the CHA is pursuant to the United States Housing Act of 1937, 42 U.S.C. §1437 et seq., regulations promulgated by HUD, and the Illinois Housing Authorities Act, 310 ILCS 10/1 et seq., as amended, and other applicable laws, regulations and ordinances. Each signature(s) of the person(s) executing this Contract on behalf of the Contractor has been made with complete and full authority to commit the Contractor to all terms and conditions of this Contract, including each and every representation, certification and warranty contained herein, including without limitation such representations, certifications and warranties collectively attached hereto and incorporated by reference herein.

**7. MBE/WBE/DBE PARTICIPATION/COMPLIANCE.**

T-Mobile and the CHA agree that T-Mobile's MBE/WBE/DBE obligations under the Master Agreement shall apply to this Agreement, and that T-Mobile's MBE/WBE/DBE Utilization Plan, which is attached hereto as Exhibit C and incorporated by reference herein, shall apply for the administration of MBE/WBE/DBE compliance under this Agreement. This Section 7 shall not be applied, interpreted or construed to be in excess of or in conflict with T-Mobile's participation and compliance obligations under the Master Agreement, but shall instead be construed consistently with any prior written agreement and procedures between CHA and the Contractor, or the Contractor's parent or affiliate(s).

**8. BUSINESS DOCUMENTS AND CERTIFICATIONS.**


T-Mobile has provided to the SOU and/or the Customer various documentation, certifications and representations, including evidence of its authority to conduct business in the State of Illinois and the City of Chicago, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of the State of Illinois and Economic Disclosure Statements and other supporting documentation. To the extent that T-Mobile has provided the foregoing documentation or that immediately below directly to the CHA, T-Mobile's Affidavit and Contractor's Certifications and Representations of Offerors– Non-Construction Contracts (HUD Form 5369-C), as well as its Contractor's Affidavit, are collectively attached hereto as Exhibit D and incorporated by reference as if fully set forth herein.

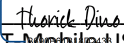
**SIGNATURE BLOCK CONTINUES OF THE FOLLOWING PAGE**

Contract #12788

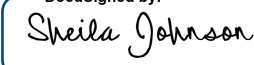
**IN WITNESS WHEREOF**, Customer and T-Mobile, Inc. have executed this Contract as of the Effective Date above.

**T-MOBILE USA, INC.**


By:   
Name: David Bezzant  
Title: Vice President  
Date: 4/22/2022

Legal Approved by: 4/22/2022  
  
T-Mobile USA, Inc. Legal Department

**CHICAGO HOUSING AUTHORITY**

DocuSigned by:  
  
Name: Sheila Johnson  
Title: Deputy Chief Procurement Officer  
Department of Procurement & Contracts  
Date: 4/22/2022

Approved as to Form Chicago  
Housing Authority Office of  
General Counsel

  
Name: LaRue Little  
Title: Deputy Chief Legal Officer