

## CO-OPERATIVE PURCHASE AGREEMENT NO. 3417

### Cellular Data Service

THIS **Cellular Data Service Co-operative Purchase Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and T-Mobile USA, Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

1. **Co-operative Agreement.** Contractor has agreed to provide Cellular Data Service in accordance with its agreement with DIR-TSO-3416 (the "Co-operative Agreement"), which is incorporated by reference herein as if set out here in its entirety. In the event of a conflict between this Agreement and the Co-operative Agreement, this Agreement shall govern to the extent allowed by the Co-operative Agreement.
2. **Scope.** Contractor will provide Cellular Data Service in accordance with the attached Statement of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.
3. **Term.** This Agreement is for 12 months. The parties may mutually extend the term of this Agreement for up to zero additional zero-month periods ("Option Period(s)"), provided, the parties do so by written amendment prior to the expiration of the original term or the then-current Option Period. The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30<sup>th</sup> annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
4. **Compensation and Payment.** This Agreement is for an amount not to exceed \$417,278.81, subject to approved amendments and changes. All pricing must be in accordance with the attached Quote, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

Invoices will be mailed to the following address:

City of Corpus Christi  
 Attn: Accounts Payable  
 P.O. Box 9277  
 Corpus Christi, Texas 78469-9277

5. **Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

**IF TO CITY:**

City of Corpus Christi  
Attn: Frank De Los Santos  
IT Business Operations Manager  
1201 Leopard St., Corpus Christi, TX 78401  
Phone: 361-826-3047  
Fax: n/a

**IF TO CONTRACTOR:**

T-Mobile USA, Inc.  
Attn: Robert Hahn  
Senior Government Account Manager  
P.O. Box 742596, Cincinnati, OH 45274  
Phone: 956-227-8642  
Fax: n/a

6. **Entire Agreement.** This Agreement, along with the Co-operative Agreement, constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

[Signature Page Follows]

**CONTRACTOR**

DocuSigned by:  
Signature: Peter Vargas  
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Printed Name: Peter Vargas

Title: Director Government Sales

Date: 1/14/2021

**CITY OF CORPUS CHRISTI**

Josh Chronley  
Interim Assistant Director, Contracts and Procurement

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Assistant City Attorney Date

**Attached and Incorporated by Reference:**

Attachment A: Scope of Work

Attachment B: Bid/Pricing Schedule

**Incorporated by Reference Only:**

Co-operative Agreement: DIR-TSO-3416

DIR Contract No. DIR-TSO-3416

Vendor Contract No. \_\_\_\_\_

**STATE OF TEXAS**  
**DEPARTMENT OF INFORMATION RESOURCES**  
**CONTRACT FOR PRODUCTS AND RELATED SERVICES**  
**T-MOBILE USA, INC.**

**1. Introduction**

**A. Parties**

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15<sup>th</sup> Street, Suite 1300, Austin, Texas 78701, and T-Mobile USA, Inc. (hereinafter "Vendor"), with its principal place of business at 12920 SE 38<sup>th</sup> Street, Bellevue, Washington 98006.

**B. Compliance with Procurement Laws**

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-234, on December 9, 2015, for Hardware, Software and Services for Wireless Voice, Data, Pagers and Mobile Satellite Voice. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-234 shall be posted by DIR on the Electronic State Business Daily.

**C. Order of Precedence**

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-234, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-234, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

**2. Term of Contract**

The term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to two (2) optional one-year terms. Additionally, the parties by mutual agreement may extend the term for up to ninety (90)

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**Vendor Contract No. \_\_\_\_\_**

additional calendar days.

**3. Product and Service Offerings**

**A. Products**

Products available under this Contract are limited to Wireless Voice and Data Products required for services offered in B. below as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

**B. Services**

Services available under this Contract are limited to Wireless Voice and Data Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

**4. Pricing**

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

**5. DIR Administrative Fee**

**A)** The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is two percent (2%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$2,000.

**B)** All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

**6. Notification**

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Shannon Kelley, CTPM, CTCM  
Manager, Contract and Vendor Management  
Department of Information Resources  
300 W. 15<sup>th</sup> St., Suite 1300  
Austin, Texas 78701  
Phone: (512) 936-2233  
Facsimile: (512) 475-4759

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Email: [shannon.kelley@dir.texas.gov](mailto:shannon.kelley@dir.texas.gov)

If sent to the Vendor:

T-Mobile USA, Inc.

Attn: Vice President, Business and Government Sales

12920 SE 38<sup>th</sup> Street

Bellevue, WA 98006

With a copy to:

T-Mobile USA, Inc.

Attn: Legal Department

12920 SE 38<sup>th</sup> Street

Bellevue, WA 98006

## 7. Software License and Service Agreement

### A. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

## 8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

No exceptions have been agreed to by DIR and Vendor.

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Approved by:

DocuSigned by:

*Bret Hanson*

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T-Mobile Legal Dept.

**DIR Contract No. DIR-TSO-3416**

**Vendor Contract No. \_\_\_\_\_**

This Contract is executed to be effective as of the date of last signature.

**T-Mobile USA, Inc.**

**Authorized By:** Signature on File

**Name:** Matt Millen

**Title:** VP T-Mobile

**Date:** 4/27/2016

**The State of Texas, acting by and through the Department of Information Resources**

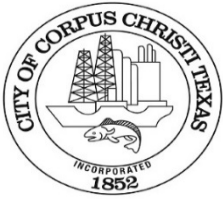
**Authorized By:** Signature on File

**Name:** Wayne Egeler

**Title:** CTS Director

**Date:** 5/3/2016

**Office of General Counsel:** Initials on File



## ATTACHMENT A: SCOPE OF WORK

**Project Name:** T-Mobile Cellular Data Service

**Project Address:** 1201 Leopard, Corpus Christi Texas, 78401

T-Mobile will provide the City of Corpus Christi cellular data service.

### Scope of Work:

- A. The Contractor shall provide cellular data service for the following:
  - 1. Tablets
  - 2. Hotspots
  - 3. GPS
  - 4. SIM Only
  - 5. Cradlepoints
- B. All quantities are approximate and will change depending on department needs.
- C. Internal Point of Contact:  
Frank De Los Santos, IT Business Operations Manager  
City of Corpus Christi Information Technology  
Office 361-826-3047  
[frankd@cctexas.com](mailto:frankd@cctexas.com)
- D. Contractor Point of Contact:  
Robert Hahn  
Senior Government Account Executive – South Texas Market  
Office: 956-683-6108 - Mobile: 956-227-8642  
Email: [robert.hahn@t-mobile.com](mailto:robert.hahn@t-mobile.com)





Customer Information	
Customer Name:	City of Corpus Christi - IT Dept
Financial Contact Name:	Frank De Los Santos
Address:	1201 Leopard Street, 4th Floor
City:	Corpus Christi
State:	TX
Zip:	78401
Financial Contact Phone:	361-658-7625
Email Address:	<a href="mailto:frankd@cctexas.com">frankd@cctexas.com</a>
Acct # (if applicable):	<a href="#">957314787</a>

Sales Representative Information	
Name & Title:	Robert Hahn - Senior Government Acct Mgr
Phone:	956-227-8642
Email Address:	<a href="mailto:robert.hahn@t-mobile.com">robert.hahn@t-mobile.com</a>
T-MOBILE USA INC	
Remit To Address:	T-MOBILE USA INC
Vendor PO Address:	PO BOX 742596 Cincinnati, OH 45274-2596
Tax ID#	91-1983600
Contract Number:	<a href="#">DIR TSO 3416</a>

			Discounts
QUOTE DATE: 12/18/20	Promo Discount Offer Expiration Date: 12/31/21	Contract Vehicle: DIR TSO 3416	MRC 17%

Monthly Recurring Rate Plan Charges - DIR-TSO-3416 - Billed Monthly						
Qty.	Rate Plan	MRC	MRC Discount	Net Price	# of Months	Subtotal
320	(Tablets) T-Mobile ONE Unlimited Tablet - Unlimited Data	\$23.50	17%	\$19.51	12	\$74,918.40
170	(Hotspots) Government Unlimited 4G LTE Mobile Internet Data	\$35.00	17%	\$29.05	12	\$59,262.00
400	(Vehicle GPS) Geotab Fleet Management Pro Plus Plan TE	\$21.47	17%	\$17.82	12	\$85,536.00
50	(SIM Only Devices MBB) Government Unlimited 4G LTE Mobile Internet Data	\$35.00	17%	\$29.05	12	\$17,430.00
400	(Cradlepoint) First Responder Unlimited 4G LTE Mobile Internet	\$40.00	17%	\$33.20	12	\$159,360.00
863	T-Mobile One Voice for Government - Unlimited Talk, Text & Data + 11GB Hotspot (BYOD)	\$29.00	17%	\$24.07	1	\$20,772.41
**Subtotal for monthly recurring service						\$417,278.81
Estimated Total Service Charges**						\$417,278.81



Change the way agencies and communities connect.

Start your wireless transformation today.

Estimated Total Service Charges For Term **	\$417,278.81
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This proposal is a budgetary estimate of the plans, equipment, and services that have been communicated to the T-Mobile sales team to provide you with the proposed cost of your mobile communication requirements. This 13+ line proposal pricing is for budgetary estimation and may not reflect the actual cost of the plans, equipment, and services at the time of a contracted purchase. Pricing for all items in this proposal are subject to change and may change at any time. A final order with actual pricing included is available upon demand.