



**CITY OF FORT WORTH  
BLANKET PURCHASE AGREEMENT**

This **Blanket Purchase Agreement (“BPA”)** is entered into by and between **T-Mobile USA, Inc. (“Seller”)** and the **City of Fort Worth, (“Buyer”)**, a Texas home rule municipality.

The BPA includes the following documents which shall be construed in the order of precedence in which they are listed:

1. General Services Administration (“GSA”) Schedule No. 47QTCA22D008N (“GSA Schedule”), to include any follow-on contract issued by GSA that replaces 47QTCA22D008N upon its expiration;
2. BPA;
3. Exhibit A – City’s Terms and Conditions; and
4. Exhibit B – Conflict of Interest Questionnaire.

Exhibits A and B, which are attached hereto and incorporated herein, are made a part of this BPA for all purposes. Seller agrees to provide Buyer with the services and goods included in the GSA Schedule pursuant to the terms and conditions of this BPA, including all exhibits thereto. In the event of a conflict between General Services Administration (“GSA”) Schedule No. 47QTCA22D008N and Exhibit A – City’s Terms and Conditions, then General Services Administration (“GSA”) Schedule No. 47QTCA22D008N shall control.

Buyer shall pay Seller in accordance with the fee schedule in the GSA Schedule and in accordance with the provisions of this BPA. Total payment made under this BPA for the first year by Buyer shall be in the amount of One Hundred Thirty Thousand and 00/100 dollars (\$130,000.00). Seller shall not provide any additional items or services or bill for expenses incurred for Buyer not specified by this BPA unless Buyer requests and approves in writing the additional costs for such services.

The term of this BPA is effective beginning on the date signed by the Assistant City Manager below (“Effective Date”) and expires no later than 12-months (“Expiration Date”), unless terminated earlier in accordance with the provisions of this BPA (“Initial Term”). Buyer shall be able to renew this BPA for four (4) one-year renewal options by the mutual written agreement of the parties (“Renewal Term”). Either City or Vendor may provide a written request to renew at least thirty (30) days prior to the end of the Initial Term and each Renewal Term.

The undersigned represents and warrants that he or she has the power and authority to execute this BPA and bind the respective Vendor.

*[Signature page follows]*

**CITY OF FORT WORTH:**

<p>By: _____ Name: Valerie Washington Title: Assistant City Manager</p> <p>Date: _____</p> <p><b>APPROVAL RECOMMENDED:</b></p> <p>By: _____ Name: Kevin Gunn Title: Director, IT Solutions Department</p> <p><b>ATTEST:</b></p> <p>By: _____ Name: Jannette Goodall Title: City Secretary</p>	<p><b>CONTRACT COMPLIANCE MANAGER:</b> By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.</p> <p>By: _____ Name: Cynthia Tyree Title: Sr. IT Solutions Manager</p> <p><b>APPROVED AS TO FORM AND LEGALITY:</b></p> <p>By: _____ Name: Taylor Paris Title: Assistant City Attorney</p> <p><b>CONTRACT AUTHORIZATION:</b> <b>M&amp;C:</b> N/A</p>
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**SELLER:**

<p><b>T-Mobile USA, Inc.</b></p> <p>By: _____ Name: _____ Title: _____</p> <p>Date: _____</p>	<p><b>ATTEST:</b></p> <p>By: _____ Name: _____ Title: _____</p>
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Legal Approved by:

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T-Mobile Legal Department

Exhibit A

CITY OF FORT WORTH, TEXAS

TERMS AND CONDITIONS

1. Termination.

a. Convenience. Either City or Vendor may terminate the BPA at any time and for any reason by providing the other party with 30 days advanced written notice of termination and shall be subject to the GSA Schedule and under the provisions of FAR 52.212-4 and federal regulations.

b. Breach. If either party commits a material breach of the BPA, the non-breaching Party must give written notice to the breaching party that describes the breach in reasonable detail. The breaching party must cure the breach thirty (30) days after receipt of notice from the non-breaching party ("Cure Period"), or other time frame as agreed to by the parties. If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may, in its sole discretion, and without prejudice to any other right under the BPA, law, or equity, terminate the BPA or affected product or service by giving written notice to the breaching party, which shall be subject to the GSA Schedule and provisions of FAR 52.212-4 and federal regulations.

c. Fiscal Funding Out. In the event no funds or insufficient funds are appropriated by City in any fiscal period for any payments due hereunder, City, will upon thirty (30) days advanced written notice, notify Vendor of such occurrence and the BPA shall terminate on the last day of the then-current fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have been appropriated.

d. Duties and Obligations of the Parties. In the event that the BPA is terminated prior to the Expiration Date, City shall pay Vendor for all charges and fees due for services actually rendered up to the effective date of termination and Vendor shall continue to provide City with services requested by City and in accordance with the BPA up to the effective date of termination. Upon termination of the BPA for any reason. To the extent applicable, if Vendor has received access to City information or data as a requirement to perform services hereunder, Vendor shall return all City provided data to City in a machine readable format or other format deemed acceptable to City upon the City's request.

2. Attorneys' Fees, Penalties, and Liquidated Damages. To the extent the attached BPA requires either party to pay attorneys' fees for any action contemplated or taken, or penalties or liquidated damages in any amount, the GSA Schedule and appropriate provisions of the FAR and federal regulations shall govern.

3. Law and Venue. The BPA and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with the laws of the United States and state of Texas, exclusive of conflicts of laws provisions. Venue for any suit brought under the BPA shall be in Federal Court in Tarrant County, Texas. T-Mobile reserves the right to bring contract claims before the Civilian Board of Contract Appeals, pursuant to the disputes clause of the underlying GSA Contract.

4. Sovereign Immunity. Nothing herein constitutes a waiver of City's sovereign immunity. To the extent the BPA requires City to waive its rights or immunities as a government entity; such provisions are hereby deleted and shall have no force or effect, with the exception that the City consents

to suit subject to Paragraph 4 Law and Venue in the event a dispute arises between the parties regarding performance of obligations under this BPA.

5. Limitation of Liability and Indemnity. To the extent the BPA, in any way, limits the liability of Vendor or requires City to indemnify or hold Vendor or any third party harmless from damages of any kind or character, the GSA Schedule and appropriate provisions of the GSAR, FAR, and federal regulations shall govern.

6. Data Security Breach. A security breach has occurred when it is confirmed that any third party has received unauthorized access to any Contractor operational networks or storages for any data associated with Contractor furnished devices and services. The BPA order Contracting Officer Representative "COR" shall be notified within a reasonable timeframe in accordance with state and federal breach notification laws and regulations of security breaches that directly impacts the BPA. The Contractor shall provide a detailed written notification of the security breach and a Plan of Action to the BPA order COR, no more than 72 hours following confirmation of the confirmed security breach. At a minimum, the Plan of Action must include the following:

- a. Details of the security breach
- b. Who the security breach impacts
- c. Security breach mitigation plan
- d. Path forward to prevent future security breach

7. No Mandatory Arbitration. To the extent the GSA Schedule requires mandatory arbitration to resolve conflicts, City objects to these terms and any such terms are hereby deleted from the BPA and shall have no force or effect. However, subject to the parties' mutual consent, the parties may mutually agree to arbitration before the Civilian Board of Contract Appeals for specific claims.

8. Insurance. Vendor agrees that insurance coverage provided to City by Vendor is sufficient for purposes of the BPA only.

9. No Debt. In compliance with Article 11 § 5 of the Texas Constitution, it is understood and agreed that all obligations of City hereunder are subject to the availability of funds. If such funds are not appropriated or become unavailable, City shall have the right to terminate the BPA except for those portions of funds which have been appropriated prior to termination.

10. Public Information. City is a government entity under the laws of the State of Texas and all documents held or maintained by City are subject to disclosure under the Texas Public Information Act. In the event there is a request for information marked Confidential or Proprietary, City shall promptly notify Vendor of any requests or intended disclosures, citations to or copies of applicable Confidential or Proprietary information requests for review, and an opportunity to seek protection of Confidential or Proprietary information as set forth in the GSA Schedule.

11. Addendum Controlling. If any provisions of the GSA Schedule, conflict with the terms herein, are prohibited by applicable law, conflict with any applicable rule, regulation or ordinance of City, the terms in GSA Schedule shall control.

12. Immigration Nationality Act. Vendor shall verify the identity and employment eligibility of its employees who perform work under the BPA, including completing the Employment Eligibility Verification Form (I-9). Vendor shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any Vendor employee who is not legally eligible to perform such services. The City shall have the right to terminate the BPA in accordance with the Termination provisions of this BPA.

13. No Boycott of Israel. If Vendor has fewer than 10 employees or the BPA is for less than \$100,000, this section does not apply. Vendor acknowledges that in accordance with Chapter 2270 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms “boycott Israel” and “company” shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. *By signing this BPA, Vendor certifies that Vendor’s signature provides written verification to City that Vendor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the BPA.*

14. Right to Audit. Vendor agrees that City shall, until the expiration of three (3) years after final payment under the BPA, have access to and the right to examine any directly pertinent books, documents, papers and records of Vendor involving transactions relating to the BPA. Vendor agrees that City shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City shall give Vendor reasonable advance notice of intended audits.

15. Prohibition on Boycotting Energy Companies. Vendor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2, the City is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the City with a company with 10 or more full-time employees unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms “boycott energy company” and “company” have the meaning ascribed to those terms by Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2. To the extent that Chapter 2274 of the Government Code is applicable to this BPA, by signing this BPA, Vendor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this BPA.

16. Prohibition on Discrimination Against Firearm and Ammunition Industries. Vendor acknowledges that except as otherwise provided by Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 19, § 1, the City is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the City with a company with 10 or more full-time employees unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms “discriminate,” “firearm entity” and “firearm trade association” have the meaning ascribed to those terms by Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 19, § 1. To the extent that Chapter 2274 of the Government Code is applicable to this BPA, by signing this BPA, Vendor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate against a firearm entity or firearm trade association during the term of this BPA.

## **Exhibit B – CONFLICT OF INTEREST QUESTIONNAIRE**

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity (i.e. The City of Fort Worth) must disclose in the Questionnaire Form CIQ (“Questionnaire”) the person’s affiliation or business relationship that might cause a conflict of interest with the local governmental entity. By law, the Questionnaire must be filed with the Fort Worth City Secretary no later than seven days after the date the person begins contract discussions or negotiations with the Buyer, or submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the Buyer. Updated Questionnaires must be filed in conformance with Chapter 176.

A copy of the Questionnaire Form CIQ is enclosed with the submittal documents. The form is also available at <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense under Chapter 176 is a Class C misdemeanor.

**NOTE: If you are not aware of a Conflict of Interest in any business relationship that you might have with the Buyer, state Seller name in the # 1, use N/A in each of the areas on the form. However, a signature is required in the #4 box in all cases.**

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information in this section is being disclosed.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

Yes       No

D. Describe each employment or business and family relationship with the local government officer named in this section.

**4**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 8/7/2015