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# WILLIAMSON COUNTY SERVICES AND PURCHASE CONTRACT

Dell Marketing L.P.  
(Quote No. 3000183943039.1)

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**Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.**

**THIS SERVICES AND PURCHASE CONTRACT** (hereinafter “Contract”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Dell Marketing L.P.** (hereinafter “Service Provider”), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

## I.

**Services:** Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The services include but are not limited to the services and work described in the attached **Quote No. 3000183943039.1** being marked as **Exhibit “A,”** which is incorporated herein to the extent the Quote meets or exceeds the requirements of County’s solicitation, if applicable.

Should the County choose to add services in addition to those described in **Exhibit “A,”** such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider’s agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit “A.”** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

## II.

**Goods:** Service Provider shall provide County the goods described in the attached Quote being marked as **Exhibit “A,”** which is incorporated herein to the extent it meets or exceeds the County’s solicitation, if applicable.

Should the County choose to purchase goods in addition to those described in Exhibit “A”, such additional goods shall be described in a separate written amendment to this Contract wherein the additional goods shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional goods. Service Provider shall not provide any additional goods and the County shall not be obligated to pay for any additional goods unless a written amendment to this Contract has been signed by both parties.

## III.

**Effective Date and Term:** This Contract shall be in full force and effect as of **the date of the last party’s execution below** and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit “A” shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before 90 days after the date of the last party’s execution of this Contract. This date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit “A”, this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

## IV.

**Consideration and Compensation:** Service Provider will be compensated based on a fixed sum for the specific project herein as set out in **Exhibit “A”**. The not-to-exceed amount under this Contract is Four Hundred Thirty-Eight Thousand, Two Hundred Sixty-Five Dollars (\$438,265.00). Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County’s fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

## V.

**Insurance:** Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

| Type of Coverage                                                                                                                                                              | Limits of Liability    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| a. Worker's Compensation                                                                                                                                                      | Statutory              |
| b. Employer's Liability                                                                                                                                                       |                        |
| Bodily Injury by Accident                                                                                                                                                     | \$500,000 Ea. Accident |
| Bodily Injury by Disease                                                                                                                                                      | \$500,000 Ea. Employee |
| Bodily Injury by Disease                                                                                                                                                      | \$500,000 Policy Limit |
| c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts: |                        |

| COVERAGE                                                                                      | PER PERSON  | PER OCCURRENCE |
|-----------------------------------------------------------------------------------------------|-------------|----------------|
| Comprehensive General Liability<br>(including premises, completed operations and contractual) | \$1,000,000 | \$1,000,000    |
| Aggregate policy limits:                                                                      |             | \$2,000,000    |

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

| COVERAGE                           | PER PERSON  | PER OCCURRENCE     |
|------------------------------------|-------------|--------------------|
| Bodily injury<br>(including death) | \$1,000,000 | \$1,000,000        |
| Property damage                    | \$1,000,000 | \$1,000,000        |
| Aggregate policy limits            |             | No aggregate limit |

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

## VI.

**No Agency Relationship & Indemnification:** It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

## VII.

**No Waiver of Sovereign Immunity or Powers:** Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

## VIII.

**Compliance With All Laws:** Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

## IX.

**Termination:** This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

## X.

**Venue and Applicable Law:** Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

## XI.

**Severability:** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

## XII.

**Right to Audit:** Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this

Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

### **XIII.**

**Good Faith Clause:** Service Provider agrees to act in good faith in the performance of this Contract.

### **XIV.**

**No Assignment:** Service Provider may not assign this Contract.

### **XV.**

**Confidentiality:** Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

### **XVI.**

**Foreign Terrorist Organizations:** Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

### **XVII.**

**Public Information:** Service Provider understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

### **XIII.**

**Damage to County Property:** Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

## **XIX.**

**Media Releases:** Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

## **XX.**

**Authorized Expenses:** In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: [WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf](#) (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

## **XXI.**

**Entire Contract & Incorporated Documents; Conflicting Terms:** This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

- A. As described in the attached Quote and Statement of Work being marked **Exhibit "A,"** which is incorporated to the extent the Proposal meets or exceeds the requirements of County's solicitation, if applicable; and
- B. The cooperative purchasing contract (DIR-TSO-3763);
- C. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

## **XXII.**

**County Judge or Presiding Officer Authorized to Sign Contract:** The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

[SIGNATURE PAGE TO FOLLOW]

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

**WILLIAMSON COUNTY:**

\_\_\_\_\_  
Authorized Signature

Judge Bill Gravell, Jr.  
County Judge

Date: \_\_\_\_\_, 20\_\_\_\_

**SERVICE PROVIDER:**

Dell Marketing L.P.

Name of Service Provider

*Katherine Castillo*  
Authorized Signature

Katherine Castillo- Paralegal Advisor

Printed Name

Date: January 17, 2025

## **EXHIBIT A**





Your Quote is ready.

Your personalized Quote is now available for purchase.

Complete your order through our secure online checkout before your Quote expires.

Order Now

|                      |                          |            |                           |
|----------------------|--------------------------|------------|---------------------------|
| Quote Name:          | Public Wi-Fi Expo Center | Sales Rep  | Ben Bernfeld              |
| Quote No.            |                          | Phone      | 1(800) 4563355, 6180359   |
| Total                | \$438,265.00             | Email      | Ben_Bernfeld@Dell.com     |
| Customer #           |                          | Billing To | TAMMY MCCULLEY            |
| Quoted On            | Dec. 05, 2024            |            | WILLIAMSON COUNTY ITS     |
| Expires by           | Jan. 04, 2025            |            | 301 SE INNER LOOP STE 105 |
| Contract Code        |                          |            | GEORGETOWN, TX 78626-8207 |
| Customer Agreement # | TX DIR-ISO-3763          |            |                           |
| Deal ID              | 26555373                 |            |                           |

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,  
Ben Bernfeld

Shipping Group

| Shipping To                                                                                                            | Shipping Method             |
|------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| TAMMY MCCULLEY<br>WILLIAMSON COUNTY ITS<br>301 SE INNER LOOP<br>STE 105<br>GEORGETOWN, TX 78626-8207<br>(512) 943-1455 | Standard Delivery Free Cost |

| Product                                                                        | Unit Price  | Quantity | Subtotal     |
|--------------------------------------------------------------------------------|-------------|----------|--------------|
| CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L100000 | \$12,820.50 | 34       | \$435,897.00 |
| CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L10000  | \$1,282.05  | 1        | \$1,282.05   |
| CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L1000   | \$128.20    | 8        | \$1,025.60   |
| CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L100    | \$12.82     | 4        | \$51.28      |

|                                                                             |        |   |        |
|-----------------------------------------------------------------------------|--------|---|--------|
| CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L10  | \$1.28 | 6 | \$7.68 |
| CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L1   | \$0.12 | 9 | \$1.08 |
| CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L01  | \$0.01 | 9 | \$0.09 |
| CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L01X | \$0.22 | 1 | \$0.22 |

|                     |              |
|---------------------|--------------|
| Subtotal:           | \$438,265.00 |
| Shipping:           | \$0.00       |
| Non-Taxable Amount: | \$438,265.00 |
| Taxable Amount:     | \$0.00       |
| Estimated Tax:      | \$0.00       |

Total:

\$438,265.00

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Shipping Group Details

| Shipping To                                                                                                            | Shipping Method             |
|------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| TAMMY MCCULLEY<br>WILLIAMSON COUNTY ITS<br>301 SE INNER LOOP<br>STE 105<br>GEORGETOWN, TX 78626-8207<br>(512) 943-1455 | Standard Delivery Free Cost |

|                                                                                | Unit Price  | Quantity | Subtotal     |
|--------------------------------------------------------------------------------|-------------|----------|--------------|
| CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L100000 | \$12,820.50 | 34       | \$435,897.00 |

Estimated delivery if purchased today:  
Dec. 12, 2024  
Contract # [REDACTED]  
Customer Agreement # TX DIR-TSO-3763

| Description                                                                    | SKU      | Unit Price | Quantity | Subtotal |
|--------------------------------------------------------------------------------|----------|------------|----------|----------|
| CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L100000 | 882-7138 | -          | 34       | -        |

|                                                                               | Unit Price | Quantity | Subtotal   |
|-------------------------------------------------------------------------------|------------|----------|------------|
| CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L10000 | \$1,282.05 | 1        | \$1,282.05 |

Estimated delivery if purchased today:  
Dec. 11, 2024  
Contract # [REDACTED]  
Customer Agreement # TX DIR-TSO-3763

| Description                                                                   | SKU      | Unit Price | Quantity | Subtotal |
|-------------------------------------------------------------------------------|----------|------------|----------|----------|
| CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L10000 | 882-7137 | -          | 1        | -        |

|                                                                              | Unit Price | Quantity | Subtotal   |
|------------------------------------------------------------------------------|------------|----------|------------|
| CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L1000 | \$128.20   | 8        | \$1,025.60 |

Estimated delivery if purchased today:  
Dec. 11, 2024  
Contract # [REDACTED]  
Customer Agreement # TX DIR-TSO-3763

| Description                                                                  | SKU      | Unit Price | Quantity | Subtotal |
|------------------------------------------------------------------------------|----------|------------|----------|----------|
| CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L1000 | 882-7136 | -          | 8        | -        |

|                                                                             | Unit Price | Quantity | Subtotal |
|-----------------------------------------------------------------------------|------------|----------|----------|
| CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L100 | \$12.82    | 4        | \$51.28  |

Estimated delivery if purchased today:  
Dec. 11, 2024  
Contract # [REDACTED]  
Customer Agreement # TX DIR-TSO-3763

| Description                                                                 | SKU      | Unit Price | Quantity | Subtotal |
|-----------------------------------------------------------------------------|----------|------------|----------|----------|
| CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L100 | 882-7135 | -          | 4        | -        |

|                                                                            | Unit Price | Quantity | Subtotal |
|----------------------------------------------------------------------------|------------|----------|----------|
| CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L10 | \$1.28     | 6        | \$7.68   |

Estimated delivery if purchased today:  
Dec. 11, 2024  
Contract # [REDACTED]  
Customer Agreement # TX DIR-TSO-3763

| Description                                                                      | SKU      | Unit Price        | Quantity        | Subtotal        |
|----------------------------------------------------------------------------------|----------|-------------------|-----------------|-----------------|
| CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L10       | 882-7134 | -                 | 6               | -               |
| <b>CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L1</b> |          | <b>Unit Price</b> | <b>Quantity</b> | <b>Subtotal</b> |
|                                                                                  |          | \$0.12            | 9               | \$1.08          |

Estimated delivery if purchased today:  
Dec. 11, 2024  
Contract # [REDACTED]  
Customer Agreement # TX DIR-TSO-3763

| Description                                                                       | SKU      | Unit Price        | Quantity        | Subtotal        |
|-----------------------------------------------------------------------------------|----------|-------------------|-----------------|-----------------|
| CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L1         | 882-7133 | -                 | 9               | -               |
| <b>CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L01</b> |          | <b>Unit Price</b> | <b>Quantity</b> | <b>Subtotal</b> |
|                                                                                   |          | \$0.01            | 9               | \$0.09          |

Estimated delivery if purchased today:  
Dec. 11, 2024  
Contract # [REDACTED]  
Customer Agreement # TX DIR-TSO-3763

| Description                                                                        | SKU      | Unit Price        | Quantity        | Subtotal        |
|------------------------------------------------------------------------------------|----------|-------------------|-----------------|-----------------|
| CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L01         | 882-7131 | -                 | 9               | -               |
| <b>CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L01X</b> |          | <b>Unit Price</b> | <b>Quantity</b> | <b>Subtotal</b> |
|                                                                                    |          | \$0.22            | 1               | \$0.22          |

Estimated delivery if purchased today:  
Dec. 11, 2024  
Contract # [REDACTED]  
Customer Agreement # TX DIR-TSO-3763

| Description                                                                 | SKU      | Unit Price | Quantity | Subtotal |
|-----------------------------------------------------------------------------|----------|------------|----------|----------|
| CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L01X | 882-7132 | -          | 1        | -        |

|                       |                     |
|-----------------------|---------------------|
| <b>Subtotal:</b>      | <b>\$438,265.00</b> |
| <b>Shipping:</b>      | <b>\$0.00</b>       |
| <b>Estimated Tax:</b> | <b>\$0.00</b>       |
| <b>Total:</b>         | <b>\$438,265.00</b> |

## STATEMENT OF WORK (SOW)

### **Expo Center Indoor WIFI Services**

*Prepared For:*

**WILLIAMSON COUNTY, TEXAS ("Customer")**

WILLIAMSON COUNTY, TEXAS

*Prepared By:*

**Dell Marketing L.P. ("DT Services")**

One Dell Way, Round Rock TX 78682, United States

SR # 001006367

MyDeal ID: 820196

SFDC Deal ID: 26555373

| <b>Table of Contents</b>                                                     | <b>Page</b> |
|------------------------------------------------------------------------------|-------------|
| <b>1 INTRODUCTION .....</b>                                                  | <b>3</b>    |
| <b>2 SUMMARY OF SERVICE.....</b>                                             | <b>4</b>    |
| <b>3 ENGAGEMENT DETAILS.....</b>                                             | <b>4</b>    |
| 3.1 SCOPE OF SERVICES.....                                                   | 4           |
| 3.1.1 <i>Details and Provider Responsibilities</i> .....                     | 4           |
| 3.1.2 <i>Project Management</i> .....                                        | 5           |
| 3.2 PROJECT TIMELINE .....                                                   | 5           |
| 3.3 SERVICES OUT OF SCOPE .....                                              | 6           |
| 3.4 ASSUMPTIONS .....                                                        | 6           |
| 3.5 CUSTOMER RESPONSIBILITIES .....                                          | 7           |
| 3.6 SERVICE HOURS .....                                                      | 9           |
| 3.7 DELIVERABLES.....                                                        | 9           |
| <b>4 COMPLETION AND ACCEPTANCE .....</b>                                     | <b>9</b>    |
| <b>5 PRICING .....</b>                                                       | <b>10</b>   |
| 5.1 PRICING BREAKDOWN BY CATEGORY .....                                      | 10          |
| 5.2 ESTIMATE REVISIONS.....                                                  | 10          |
| 5.3 EXPENSES .....                                                           | 11          |
| 5.4 ADDITIONAL PRICING TERMS .....                                           | 11          |
| <b>6 CHANGE MANAGEMENT PROCESS .....</b>                                     | <b>12</b>   |
| <b>7 OTHER PROVISIONS .....</b>                                              | <b>12</b>   |
| <b>8 SIGNATURES .....</b>                                                    | <b>15</b>   |
| <b>9 APPENDIX A: SUPPORTED SITES.....</b>                                    | <b>16</b>   |
| <b>10 APPENDIX B: BILL OF MATERIALS .....</b>                                | <b>17</b>   |
| <b>12 APPENDIX C: SERVICE LEVEL OBJECTIVES - PROVIDED BY SMART WAVE.....</b> | <b>18</b>   |

# 1 INTRODUCTION

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|                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“DT Services”</b>         | <b>Dell Marketing L.P.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>“DT Services Address”</b> | One Dell Way, Round Rock TX 78682, United States                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>“Customer”</b>            | WILLIAMSON COUNTY, TEXAS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>“Customer Address”</b>    | 710 Main Street, Georgetown, TX 78626                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>“SOW”</b>                 | <b>This Statement of Work.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>“Services”</b>            | <b>The services as described in this SOW.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>“Agreement”</b>           | <p>The Services provided under this SOW are governed by and subject to the terms and conditions in the Agreement (including Appendix D for Services) that exists between Dell Marketing, L.P. (Dell) and the Texas Department of Information Resources (the “DIR Agreement”, DIR-TSO-3763 -- Dell Contract Code 75AHH -- effective January 10, 2018), under such DIR Agreement Customer has elected to participate as an eligible public entity.</p> <p>The DIR Agreement is publicly available at the following DIR webpage:<br/><a href="https://dir.texas.gov/contracts/dir-tso-3763">https://dir.texas.gov/contracts/dir-tso-3763</a> The parties acknowledge having read and agreeing to be bound by the DIR Agreement.</p> |
| <b>“Effective Date”</b>      | The date of the last signature below.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>“Term”</b>                | The term of this SOW will begin on the date of the last signature to the SOW (“Effective Date”) and, unless terminated in accordance with this SOW or the Agreement, expires on the date that DT Services completes the provision of Services in accordance with this SOW.                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>“Deliverables”</b>        | Any reports, time sheets, analyses, scripts, code or other work results which have been delivered by DT Services to Customer within the framework of fulfilling obligations under the SOW. All Deliverables provided under this SOW will be written in English and in the DT Services standard document format, unless otherwise mutually agreed.                                                                                                                                                                                                                                                                                                                                                                                |
| <b>“Primary Work Site”</b>   | 5350 Bill Pickett Trail Taylor TX 76574                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>“Reference Number(s)”</b> | SR # 001006367<br>MyDeal ID: 820196                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

The terms “DT Services”, “DT Services Address”, “Customer”, “Customer Address”, “SOW”, “Services”, “Agreement”, “Effective Date”, “Term” and “Deliverables” have the meanings indicated above. Capitalized terms used herein but not otherwise defined will have the meanings ascribed to such terms in the Agreement. To the extent that this SOW conflicts with the Agreement, the terms and conditions of this SOW shall control. Prevailing terms will be construed as narrowly as possible to resolve the conflict while preserving as much of the non-conflicting terms as possible, including preserving non-conflicting provisions within the same paragraph, section or sub-section.

The following appendices are attached hereto and incorporated by reference:

- Appendix A – Supported Sites
- Appendix B – Legal Terms and Conditions
- Appendix C – Service Level Objectives - Provided By Smart WAVE

## Version Control

| Date       | Version | Description  | Completed By  |
|------------|---------|--------------|---------------|
| 11-27-2024 | 1.0     | Original SOW | Hector Moreno |

## 2 SUMMARY OF SERVICE

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- Expo Center Indoor/Outdoor WIFI Services

The objective of the Services is to provide two (2) onsite/remote resource(s) to assist customer with deployment and configuration of indoor / outdoor wireless devices for the Customer's Expo Center.

## 3 ENGAGEMENT DETAILS

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In connection with this SOW, DT Services will perform the Services as specifically described herein.

### 3.1 Scope of Services

DT Services will perform the following Services under this SOW:

#### 3.1.1 Details and Provider Responsibilities

##### 3.1.1.1 Project Kick-off: (Remote)

- Conference call with Williamson County/Georgetown. to obtain site-specific information, set expectations, etc.
- Customer will provide configuration information for any existing infrastructure as needed to prepare for services, prior to engineer onsite arrival.
- Review scope of work, discuss project objectives and expectations.
- Customer will provide configuration information for any existing infrastructure as needed to prepare for services, prior to engineer onsite configuration.
- Customer to inventory all pre-configured equipment and confirm receipt at least one week prior to engineer onsite arrival.

##### 3.1.1.2 Project Execution: (Onsite)

- a. Provider will install 3 PTMP links, and a combination of 35 AP indoor/outdoor Radios - Preconfigured), and 11 POE switches (2 in MDF, one per closet in 4 in Expo Arena)
- b. Price assumes free and clear access to radio install locations
- c. Price assumes no additional materials are required
- d. Price includes travel time and expenses
- e. Provider will retain ownership of the equipment until payment is made in full
- f. Price assumes clear line of sight
- g. Price includes configuration, installation, and post installation testing
- h. Price assumes POE for power to radios and Cat6 cable lengths are less than 300ft
- i. Price includes installation of 39 indoor/outdoor grade Cat6 shielded cables with shielded RJ45 connectors and 4 fiber circuits to feed Arena Switching. Conduit will be used where applicable.
- j. Price includes grounding to existing ground source and installation of surge protection
- k. Price includes installation of 3 non-penetrating sled mounts or wall mast mounts
- l. Price includes a \$20,000 electrical remediation budget for circuits needed in Arena Area for 4 switches. Placement is TBD.



- m. Price includes 5 Year post installation support. Exceptions - Mimosa carries a 2-year hardware warranty and Inscope LPS switching carries a 3-year hardware warranty. Ruckus switching includes a 3-year replacement and Limited Lifetime warranty
- n. Maintenance and Support Services (5 Year Support) Refer to Appendix C for Additional Details
  - i. Cloud Hosting and Management: Provisioning and management of Ruckus licensing, trouble ticketing system, Analytics, and associated reporting tools within a cloud environment.
  - ii. Continuous Network Monitoring: Continuous monitoring of network infrastructure, including Access Points, PTP Links, and Ruckus switching, ensuring 24/7 surveillance and timely alerting of any anomalies or potential issues.
  - iii. Network Optimization: Proactive optimization of the network infrastructure as required to enhance performance, reliability, and efficiency.
  - iv. Automated Reporting: Automated generation and distribution of reports detailing outages, ticket resolutions, and other key performance metrics to stakeholders, ensuring transparency and accountability.
  - v. Remote Equipment Upgrades: Remote execution of firmware and software upgrades on covered equipment and radios to maintain security, performance, and feature enhancements.
  - vi. Onsite Technician Dispatch: Coordination and dispatch of onsite technicians as necessary for troubleshooting, maintenance, or hardware replacement to address critical issues promptly and effectively.
  - vii. This Statement of Work outlines the comprehensive suite of NOC services to be provided, ensuring the optimal performance, reliability, and security of the network infrastructure.

#### 3.1.1.3 Knowledge Transfer: (Onsite)

- Provider will perform up to four (4 contiguous hours of knowledge transfer for the Customer.
- Knowledge transfer to include the following:
  - a. Remediation of Maintenance Issues
  - b. Device Management

#### 3.1.1.4 Project Handoff/Closure: (Remote)

- Project closeout call
- Customer signs project Customer Acceptance Form (CAF)

### 3.1.2 Project Management

The DT Services' Global Project Management Methodology (DTPM2) will be used as the project management approach and framework for this project. DT Services will assign a Single Point of Contact ("**SPOC**") to manage the delivery of this engagement.

The responsibilities of the SPOC will include:

- A delivery schedule/plan plus determine the engagement process and schedule.
- Appropriate project management, control and governance activities for the project (e.g. progress reporting, governance meetings and communications management).

## 3.2 Project Timeline

DT Services anticipates the Services will be limited to 60 contiguous business days. The actual schedule will be developed and agreed upon following project initialization. The actual schedule may change as the project progresses. Any changes will be managed in accordance with the Change Management Process described below.

### 3.3 Services Out of Scope

For the avoidance of doubt, the parties acknowledge that the following activities are not included in the scope of this SOW.

1. Any services, tasks or activities other than those specifically noted in this SOW.
2. The development of any intellectual property created solely and specifically for the Customer under this SOW.
3. Any post-delivery support to the Deliverables produced.
4. Provider is not responsible for conflicts with existing software or network permissions conflicts, as configured by customer network and active directory.
5. Any post-delivery support to the Deliverables produced. (the 5 year post delivery support will be a direct contract between Williamson County and Smartwave. See Appendix C for more details)
6. Configuration or changes to the customer's existing network or infrastructure.
7. Construction or other structural changes to the customer's existing infrastructure or buildings.
8. Electrical and Conduit Work: Electrical work, conduit installation, and related permitting are not included in this project.
9. Structural Analysis: The project does not involve structural analysis or modifications.

The terms of this SOW do not confer on the Customer any warranties which are in addition to the warranties provided under the terms of the Agreement. The Customer may be able to purchase out of scope services at an additional charge and, upon request by Customer, DT Services will provide a proposal for such out of scope services, pursuant to the Change Management Process described below.

### 3.4 Assumptions

DT Services has made the following specific assumptions while specifying the Services detailed in this SOW:

1. Provider agrees not to commence delivery of these Services with the Customer until such time that the SOW and Dell PO are fully executed with Services coordinated by the DT Services Contact.
2. Upon completion of fully executed SOW and PO, a DT Services Project Administrator / Resource Coordinator will contact you to begin Services scheduling. Any additional and/or conflicting terms and conditions stated on the PO shall be void and have no effect on this SOW.
3. Provider will communicate any time off requests to the DT Services Project Administrator / Resource Coordinator and is subject to approval by DT Services and Customer
4. In the event of a customer escalation resulting from the Partner's failure to complete the project deliverables, except where DT Services has failed to fulfill their service delivery responsibilities, Partner agrees to own all mitigation activities and costs associated with completion of the in-scope deliverables.
5. Upon completion of a SOW (Statement of work) Provider and Customer will agree on firm and fixed dates for the work to begin, all work scheduled will require a minimum of two (2) week lead time. Both parties will use best reasonable efforts to inform the other party at least two (2) weeks before requesting changes to dates for onsite/remote work.
6. For this project, Provider will perform all of the work remotely. Remote access to Infrastructure will be needed.
7. It is assumed that travel is not part of this statement of work, if travel is required, it will require a change order according to section 6 of this SOW.
8. Provider assumes that the Customer environment is free from viruses, worms or other malicious software and is working properly according to generally accepted industry standards in all respects.

9. Delays caused by the Customer that prevent Provider from performing Services as scheduled may result in additional charges. Provider will notify DT Services of delays that prevent the service from being performed. Customer shall provide a purchase order (with a purchase order number) for the price or charges for Services either upfront or as agreed to as specified in this Agreement.
10. Both parties acknowledge that unforeseen events may occasionally occur in the normal course of business, potentially leading to delays in the Customer's timely participation in the services engagement described herein.
11. If the Customer experiences project delays exceeding a cumulative total of ten (10) business days or more than five (5) business days in a single instance, the Provider reserves the right to temporarily suspend the provision of Services and reassign Provider personnel.
12. The Customer is required to provide a written Notice of Re-Engagement certifying their renewed availability to participate in the project within the required timeframe.
13. During the suspension period, the Provider retains the right to invoice the Customer for weekly Project Management hours to compensate for incurred costs resulting from the delay. Billing will include Consulting/Engineering hours consumed up until the project suspension.
14. Once the Customer provides the Notice of Re-Engagement, the Provider will resume the provision of Services and allocate resources accordingly.
15. The Provider's right to charge for Project Management hours during the suspension period is intended to mitigate the impact of the delay and ensure that necessary project oversight and coordination can continue.
16. Any exceptions or modifications to these assumptions must be agreed upon in writing by both parties and documented in an addendum to the Agreement.
17. If the Customer makes any changes to the scope of work during or after the work begins under the SOW, additional charges and/or schedule changes may apply.
18. The Parties agree it is important to ensure the health and well-being of each Party's employees, customers, and vendors, as well as continuous service delivery in connection with this SOW, and the Parties acknowledge it is important to take precautions against the outbreak and spread of the Coronavirus (COVID-19). The Parties acknowledge and agree that no Party (including any of a Party's employees, subcontractors, representatives, or agents) will be required to undertake any travel in connection with this SOW, if such travel conflicts with the travel advice of local or national authorities, the Centers for Disease Control and Prevention, or the World Health Organization, as determined in DT Services sole discretion.
19. Due to outdoor services, assume that weather conditions will be conducive to onsite work and that adverse weather will not significantly impact the project schedule. Severe weather conditions can lead to delays in outdoor installations.
20. Provider team will have uninterrupted access to the installation sites as needed. Delays due to restricted access may affect the project timeline and may require coordination with site management.
21. Locations selected for radio installations have a clear line of sight, as specified. Obstructions or physical limitations that hinder the line of sight may require adjustments to the project plan.
22. Existing network infrastructure, where applicable, is in good working order and can support the new installations. Any issues with the existing network may require additional troubleshooting or configuration adjustments.

### 3.5 Customer Responsibilities

Customer will provide reasonable and timely cooperation to DT Services in its performance of the Services. If the Customer fails to fulfill one or more of the following responsibilities, DT Services will be relieved of any schedule, milestone, or financial commitments associated with the Services. Customer agrees to the following specific responsibilities:

1. Promptly notifying DT Services in writing of: a) any changes Customer makes to its information technology environment that may impact DT Services' delivery of the Services; or b) business, organizational, security and technical issues that may have an impact on the performance and delivery of the Services. The Change Management Process will control any changes to the SOW following the notice.
2. Provide DT Services with any required consents necessary to perform the Services.
3. Maintain a current version of an anti-virus application continuously running on any system to which DT Services is given access and will scan all Deliverables and the media on which they are delivered. Customer will take reasonable back-up measures and, in particular, will provide for a daily back-up process and back-up the relevant data, software and programs before DT Services performs any works on Customers production systems.
4. Developing or providing documentation, material and assistance to DT Services.
5. Unless this SOW specifically requires DT Services to provide a software license, Customer is responsible for any and all software licensing requirements. Unless otherwise directed by Customer in writing during the installation process, DT Services will "accept" on Customer's behalf any and all electronic agreements provided with the installed hardware and/or software, including without limitation licenses, terms of sale, and other terms and conditions. Customer agrees that its purchase, license, and/or use of any hardware or software installed by DT Services under this SOW shall be subject to and governed by such electronic agreements to the same degree as if Customer had itself accepted the electronic agreements.
6. Ensuring the DT Services personnel have: reasonable and timely access to the project site, software, hardware, and the internet; a safe working environment that is compliant with all local legal safety requirements; adequate office space; parking; and remote access as required. Facilities and power must meet DT Services' requirements for the products and Services purchased.
7. Prior to the start of this SOW, indicating to DT Services in writing a person to be the single point of contact to ensure that all tasks can be completed within the specified time period (the "**Customer Contact**"). All Services communications will be addressed to the Customer Contact.
8. Customer Contact will have the authority to act for Customer in all aspects of the Services including bringing issues to the attention of the appropriate persons within Customer's organisation and resolving conflicting requirements. Customer Contact will ensure attendance by key Customer personnel at Customer meetings and Deliverable presentations. Customer Contact will ensure that any communication between Customer and DT Services are made through the SPOC. Customer Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
9. Providing technical points-of-contact, who have a working knowledge of the information technology components to be considered during the Services and have the authority to make business decisions ("**Technical Contacts**"). DT Services may request that meetings be scheduled with Technical Contacts.
10. Making appropriate service outage windows available for DT Services as needed.
11. The physical and network security of Customer environment.
12. Providing all documentation on DT Services standard templates unless both parties agree otherwise
13. Customer has purchased licensing for software being installed and maintains applicable support agreements.
14. The Customer will provide all licenses, hardware, operating systems, and software required to complete the project and ensure that all hardware that is part of the engagement (to include any hardware and software being replaced) is covered by maintenance and warranty agreements.
15. Customer will provide all applicable usernames and passwords.
16. Customer will designate primary point(s) of contact to ensure that communications between Provider and the customer are timely and effective.

17. The Customer will provide timely response to information requests to ensure all projects maintain an acceptable completion timetable.
18. The Customer will provide a primary contact that will be responsible for all formal and informal communications regarding the content and format of the proposed system.
19. The Customer will provide effective access to the systems support staff and process/system subject matter experts to ensure that data required to complete the project is readily available.
20. The Customer will make the required personnel available for the meetings and reviews required to maintain an acceptable completion timetable.
21. The Customer is responsible for providing all relevant company policies prior to implementation.
22. The Customer will be responsible for the accuracy of the information provided to the Provider consultants.
23. The Customer will provide the appropriate access to offices, systems, and information required by the Provider consultants to complete the project.
24. The customer is responsible for providing all necessary network configuration information for existing infrastructure as requested by the service provider to prepare for project services.
25. The customer is responsible for providing free and clear access to radio installation locations, ensuring that the project team can reach these locations without hindrance.
26. The customer is responsible for providing Power over Ethernet (POE) for power to radios, as well as ensuring that Cat6 cable lengths are less than 300ft and meet the project's requirements.
27. The customer is responsible for obtaining any necessary permits and ensuring that the project complies with all local regulations and standards related to equipment installation and wireless communication.
28. The customer is responsible to provide a clear line of sight between device locations selected for radio installations.

### 3.6 Service Hours

DT Services will perform the Services during a time mutually agreed upon by DT Services and Customer in writing as part of the operational documentation related to the Services.

### 3.7 Deliverables

The following is a list of tangible material provided as part of the Services performed by DT Services for Customer under this SOW. All Deliverables provided under this SOW will be written in English. If none are listed below, no deliverables will be provided as part of the Services. The following is a list of tangible material provided as part of the Services performed by Provider for Customer under this SOW.

1. As-Built Documents

## 4 COMPLETION AND ACCEPTANCE

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Upon completion of a Deliverable, DT Services will submit the Deliverable to Customer accompanied by an acceptance form provided by DT Services. The completion and acceptance process for this engagement consists of the following:

- Customer will review each Deliverable within five (5) business days (the “**Acceptance Period**”) to determine whether each Deliverable satisfies the acceptance criteria in all material respects.
- If the Deliverable satisfies its acceptance criteria in all material respects, Customer will furnish a written acceptance confirmation to DT Services via the acceptance form prior to the end of the Acceptance Period.

- For a Deliverable that is not accepted due to a non-conformity or defect, Customer will indicate the detailed reasons for such rejection on the acceptance form and return the acceptance form together with the associated rejected Deliverable to DT Services (a “**Rejection Notice**”) within the Acceptance Period.
  - a. Upon receipt of a Rejection Notice, DT Services will promptly correct any defects or non-conformities to the extent required so that each Deliverable satisfies the requirements of this SOW and its acceptance criteria in all material respects.
  - b. Thereafter, DT Services will resubmit a modified Deliverable to Customer, accompanied by the acceptance form and the process set forth above will be repeated. However, Customer will limit its review of each resubmitted Deliverable to determining whether DT Services has corrected the defects or non-conformities identified in the Rejection Notice.
  - c. If Customer fails to provide DT Services with the above described Rejection Notice prior to the end of the applicable Acceptance Period, then the corresponding Deliverable is deemed accepted.
  - d. If Customer provides a Rejection Notice after the first resubmission of the Deliverable, DT Services may terminate this SOW.

Acceptance of the Services and any materials provided hereunder will occur upon the completion of the applicable portion of the Services.

## 5 PRICING

This section describes the methodology for calculating the charges for the Services provided under this SOW. Customer hereby agrees to pay such charges in accordance with the invoicing and payment terms of the Agreement and as further supplemented within this SOW. Except as otherwise mutually agreed to by Customer and DT Services, the total amount to be noted on the purchase order provided to DT Services for this SOW is: **\$438,265.00**. If this SOW includes estimates, invoices will be based on actual usage or expenses incurred. Charges shall be as follows:

DT Services will invoice Customer upon Customer signature of the SOW the following one-time charge:

One-Time Charge: **\$438,265.00**

### 5.1 Pricing Breakdown by Category

| Pricing Breakdown   |                     |
|---------------------|---------------------|
| Materials/Equipment | \$125,690.92        |
| Professional Svcs   | \$109,978.10        |
| Support - 5 years   | \$99,444.78         |
| Cable Installation  | \$94,651.20         |
| Project Manager     | \$ 8,500.00         |
| <b>Grand Total</b>  | <b>\$438,265.00</b> |

### 5.2 Estimate Revisions

Should DT Services' price estimate change because of a deviation in any assumption, engagement dependency, scope specification, or other provision of this SOW for which a change order as described in the Change Management Process section of this SOW does not already apply, DT Services will notify Customer and discuss any next steps. This may necessitate invoking the Change Management Process.

### 5.3 Expenses

Expenses are included in the charges under this SOW. Unless the scope or the list of supported sites change, pursuant to the Change Management Process, DT Services will not charge any additional expenses in connection with delivering the Services without the express written consent of Customer. Additional expenses could include Service-related expenses such as actual, reasonable, and necessary travel and living expenses.

### 5.4 Additional Pricing Terms

1. DT Services will exclusively use the Primary Work Site address listed in this SOW for any required taxation purposes.
2. The terms of this SOW shall be valid for thirty (30) calendar days following submission of the final version of this SOW to Customer. In the event this SOW is executed by Customer and returned to DT Services after such thirty (30) day period, DT Services may: (i) accept the SOW on the stated terms; or (ii) reject the SOW and provide Customer with a revised SOW setting forth any necessary updates to the terms of the previous SOW.
3. The price for the Services is based on Customer's environment as disclosed to DT Services and on the basis that the information supplied is accurate and complete. If the assumptions and parameters used to develop the SOW are found to be incorrect or have changed, the Customer will notify DT Services in writing within five (5) business days. The parties agree to pursue resolution through the Change Management Process. If the parties fail to reach an agreement with respect to such incorrect assumptions or parameters, DT Services may terminate this SOW with notice to Customer.
4. Any timescales or plans presented in this document assume that Customer provides any required information and fulfils its other obligations as described in this SOW in a timely manner. If Customer fails to meet its obligations as set forth in this SOW, DT Services may adjust the timeline or costs with notice to Customer to address such delays or failure to meet obligations.
5. If any of the volumetric assumptions used in this SOW, including, time on task, locations, service consumption, and/or configuration factors, relied upon by DT Services vary by +/- five (5%) percent, DT Services has the right to adjust the pricing to reflect such changes.
6. All prices are in USD and are exclusive of all applicable taxes.
7. During the delivery of the Services, if Customer requires changes to a scheduled DT Services activity, as defined by prior agreement or as documented in the agreed DT Services delivery schedule/plan, with less than <five (5)> business days' notice to DT Services in writing, additional charges will apply where DT Services are unable to re-assign people associated with that activity. The Change Management Process will be used to determine the impact, if any, and any related price adjustments. If the parties don't reach an agreement on a new schedule within <three (3) months>, Customer will reimburse DT Services for its reasonable additional costs of providing the Services and out of pocket expenses for such efforts to the extent attributable to the cancellation.
8. Both parties will mutually agree upon a service commencement date. If Customer requires changes to the service commencement date with less than ten (10) business days' notice to DT Services, additional charges may apply.
9. In the event the Term of this SOW extends beyond one (1) year, DT Services reserves the right to revisit the pricing on each anniversary of the Effective Date. Any changes to the pricing will be managed in accordance with the Change Management Process.
10. Schedule delays outside of DT Services' control, shall be billed at the current time and material rates plus travel and living expenses as described above. Any additional costs incurred by Customer as a result of delays shall be the sole responsibility of the Customer.



## 6 CHANGE MANAGEMENT PROCESS

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To ensure the success of this engagement, it is critical that Customer and DT Services have a clear understanding of engagement expectations. The parties will utilize the approach outlined below (the “**Change Management Process**”) for managing changes to the SOW. Customer or DT Services may propose changes to the Services under this SOW, including Deliverables, scope or any other aspect of the engagement. The Change Management Process for this engagement consists of the following:

- **Change Initiation** – All proposed changes will be forwarded to, or originated by, the SPOC and documented. A copy of the proposed change request will be forwarded to the Customer Contact. Change requests will be documented using the Change Request Form
- **Change Validation** – DT Services will examine the proposed change and may discuss the change request with the Customer Contact to clarify the details of the request.
- **Change Analysis and Impact Analysis** – DT Services will analyze the change request and make modifications to the Change Request Form as necessary.
- **Change Implementation** – If the change request is approved, the change will be noted as “Approved” and will be incorporated into the SOW and managed for progress. If the change is not approved, the change will be noted as “Rejected” and DT Services will continue to perform without regard to the proposed change to the extent practically possible.

The receiving party will review the proposed Change Request Form and will: (i) approve it, (ii) agree to further investigation, or (iii) reject it. Neither Customer nor DT Services will unreasonably withhold or delay its agreement to any proposed change. DT Services will define the change in scope, effort, timeline, and additional cost impact **within ten (10) business days** and provide this to Customer Contact for review and sign off. If more than 10 business days are needed, the estimated time to provide the change request will be communicated by the SPOC to the Customer Contact. Changes agreed upon pursuant to the Change Management Process will not be effective until mutually executed by a duly authorized representative of both parties. In addition, DT Services shall be relieved of any performance, schedule, milestone, or financial commitments associated with Services affected by Customer’s non-compliance with Customer responsibilities or other obligations under this SOW or in the event of any deviation from any assumption, constraint, dependency or engagement scope specification contained in this SOW until an appropriate written change order or other amendment to this SOW addressing the foregoing is approved and signed by the Customer and DT Services.

## 7 OTHER PROVISIONS

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The Services, including any Deliverables, are subject to the following:

1. DT Services may use affiliates and subcontractors to perform the Services.
2. DT Services may perform all or part of the Services off-site at a DT Services location or other location.
3. The Services may be performed outside the country in which Customer and/or DT Services is located. From time to time, DT Services may change the location where Services are performed and/or the party performing the Services; provided however, DT Services shall remain responsible to Customer for the delivery of Services.
4. Customer acknowledges that DT Services will request Customer’s participation in a Customer feedback survey. Additionally, DT Services may approach Customer to serve as reference regarding DT Services’ performance of the Services. If Customer agrees to be a reference, Customer and DT Services will agree in writing to the terms of such reference. A reference program has been developed to facilitate confidential conversations between DT Services’ customers and potential customers.
  - Customers are invited to join the program at the conclusion of their project for a period of one year.



- DT Services will only share Customer contact information to a potential customer who is interested in contacting Customer for a discussion on Customer's previous experiences.
  - We limit usage of Customer reference to no more than once per month.
  - We will not publish Customer name, organization, or any Customer identifiable details based on participation in this program.
- 5. DT Services shall not be responsible for any delay or failure to provide the Services to the extent caused by: (a) failures by Customer to perform its responsibilities under this SOW; (b) materially inaccurate assumptions; (c) a defect, deficiency or failure with respect to Customer's network, systems, software, data or other equipment; or (d) modifications to Customer's network, systems, or other equipment made by a party other than DT Services or its representatives. In the event that either party becomes aware of the occurrence of one or more of the foregoing events, they shall notify the other party accordingly. Notwithstanding such occurrence, DT Services may, following discussion with Customer regarding the impact of such incident, continue to provide the Services and shall use commercially reasonable efforts to perform the Services under this SOW. Customer will reimburse DT Services for its reasonable additional costs of providing the Services and out of pocket expenses for such efforts to the extent attributable to the items defined above.
- 6. Customer, not DT Services, is responsible for the performance of Customer's employees and agents, including any contribution, alteration, or other modification they make to the Services, including Deliverables, and for the accuracy and completeness of all data, information, and materials provided to DT Services. DT Services is not providing any warranty regarding, and is not liable for, Customer hardware, software, documentation, tools, equipment, or other products, assets, materials, or services. DT Services' performance is dependent upon timely decisions and approvals of Customer in connection with the Services, and DT Services is entitled to rely on all decisions and approvals of Customer.
- 7. The Services and resulting Deliverables may include advice and recommendations, but Customer agrees that all decisions in connection with the implementation of such advice and recommendations will be the responsibility of, and made by, Customer. DT Services is not providing legal or regulatory advice.
- 8. Unless this SOW specifically requires otherwise, DT Services is not providing any third party hardware, software, documentation, tools, equipment, or other products, materials or services, including, without limitation, Dell Technologies Select Products and Brokerage Products (collectively, "**Third Party Products**") to Customer. Customer is solely responsible for the negotiation of an applicable agreement with the applicable third party from whom Customer wishes to license or acquire Third Party Products, the terms of which, including without limitation, the license, warranty, indemnity, maintenance, and support terms, shall govern such license or acquisition. DT Services is not providing any warranty regarding, and is not liable for, any Third Party Products. Third Party Products are not supported or maintained by DT Services and Customer must contact the applicable third party manufacturer or supplier directly for support and maintenance services. Any configuration or modification made by DT Services to any Third Party Products provided by Customer or work product incorporating such items will be subject to the ownership and other rights agreed to by Customer with the applicable third party.
- 9. DT Services will not be responsible for non-performance due to software failure or software errors including any software failures or functionality limitations of Third Party Products.
- 10. DT Services may rely upon any standard operating procedures or practices of Customer and any direction, regulatory guidance, or other guidance provided by Customer.
- 11. Customer is responsible for the identification and interpretation of, and ensuring compliance with, any laws, statutes, rules, regulations, and standards applicable to it or its affiliates' business or operations.
- 12. No Dell Technologies product is or can be licensed or purchased under this document. Any purchase or licensing of Dell Technologies products is governed by the terms of a separate license or purchase agreement between the parties. DT Services' fees set forth herein do not include the cost of the purchase or licensing of any Dell Technologies product.
- 13. The parties agree that scope of this SOW may be reassessed, if deemed necessary by either party, on each anniversary of the effective date of this SOW.

14. In the event the Customer has not engaged DT Services to perform the Services and two (2) months have passed since the later of the Effective Date and DT Services' completion of the last Service-related Deliverable, without further engagement from Customer, DT Services may terminate this SOW by providing thirty (30) calendar days prior written notice.
15. The functional overview, if applicable, demonstrates basic functionality to familiarize Customer with the implemented in-scope products, demonstrating the product operations as installed in Customer's environment. Knowledge transfer, if applicable, demonstrates best practices to address Customer's skills and resource gaps to ensure successful implementation of Customer's new technologies. Functional overviews and knowledge transfers are not a substitute for formal Dell EMC product Customer education.

## 8 SIGNATURES

Please review this SOW for accuracy. If the terms are acceptable, please sign and return via email to DT Services. This SOW may be executed in any number of counterpart copies, each of which will be deemed an original, but which taken together will constitute a single instrument. The parties agree to cooperate in good faith to provide each other with a fully executed original of this SOW within five (5) calendar days of any counterpart execution. This SOW together with the Agreement (i) is the complete and exclusive agreement between DT Services and Customer with regard to its subject matter, and supersedes all prior oral or written proposals, agreements, representations and other communications between the parties with respect to the Services described in this SOW; and (ii) will apply in lieu of any different, conflicting or additional terms and conditions which may appear on any order or other document submitted by either party.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed by their duly authorized representatives as of the Effective Date.

| WILLIAMSON COUNTY, TEXAS | Dell Marketing, L.P., or EMC Corporation, as applicable |
|--------------------------|---------------------------------------------------------|
| <b>Signature:</b>        | <b>Signature:</b> Digitally signed by Deirdre Elvin     |
| <b>Printed Name:</b>     | <b>Printed Name:</b> Deirdre Elvin                      |
| <b>Title:</b>            | <b>Title:</b> e Elvin                                   |
| <b>Date:</b>             | <b>Date:</b> 2025.01.17 11:12:50 -06'00'                |

Services may not be scheduled or commenced until DT Services receives a purchase order ("PO") from Customer that references this SOW. To the extent that Customer is unable to deliver the PO(s) required under this SOW directly to the DT Services legal entity identified in the signature block above for any reason, DT Services agrees that Customer may instead deliver such PO(s) to DT Services' affiliate Dell Marketing L.P. ("DMLP") or EMC Corporation ("EMC Corp."). When applicable, Customer agrees that DMLP or EMC Corp.: (i) may invoice and receive payments for all fees due hereunder; and (ii) is an intended third-party beneficiary to this SOW and the Agreement with the right to enforce the terms of the SOW and the Agreement directly against Customer for the purpose of collecting such payments. Upon receipt of this fully executed SOW and Customer's PO, the SPOC will contact Customer to begin scheduling Services.

## 9 Appendix A: Supported Sites

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The Services will be provided for the following supported sites during the term of this SOW. Additional supported sites may be included as mutually agreed between the parties using the Change Management Process.

| Supported Site             | Address                 | City   | State | Zip   | Qty |
|----------------------------|-------------------------|--------|-------|-------|-----|
| Williamson County of Texas | 5350 Bill Pickett Trail | Taylor | TX    | 78626 | 1   |

## 10 Appendix B: Bill of Materials

| MATERIAL / EQUIPMENT DESCRIPTION                                                                                                                                                                                                                                          | MANF. PART #   | QUANTITY |    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------|----|
| <b>PTP/PTMP Materials</b>                                                                                                                                                                                                                                                 |                |          |    |
| Mimosa A5c PTMP Connectorized Access Point, 4.9 - 6.2GHz                                                                                                                                                                                                                  | 100-00037-01   | 1        | ea |
| RF ELEMENTS HG3-CC-S40 5GHZ SYMMETRICAL HORN CARRIER CLASS 40°                                                                                                                                                                                                            | RFE-HG3-CC-S40 | 2        | ea |
| N Male to N Male 3' coax cable                                                                                                                                                                                                                                            | CA400-NM-NM-3  | 4        | ea |
| Mimosa C5x IP67 4.9-6.4GHz Client Radio                                                                                                                                                                                                                                   | 100-00101      | 3        | ea |
| Mimosa Fleximount With Flexible Pole And Surface Mount                                                                                                                                                                                                                    | 100-00092      | 3        | ea |
| Mimosa N5-X20 4.9 - 6.4GHz Modular Twist-On Antenna 2-Pack                                                                                                                                                                                                                | 100-00088      | 2        | ea |
| Mimosa NID Surge Protection                                                                                                                                                                                                                                               | 100-00039      | 4        | ea |
| <b>WiFi Materials</b>                                                                                                                                                                                                                                                     |                |          |    |
| Ruckus T750 802.11ax Outdoor WiFi AP, 4x4:4 Stream, Omni Beamflex+ coverage, 2.4GHz and 5GHz concurrent dual band, (1x) 2.5G Ethernet port, (1x) 10/100/1000 Ethernet port, 100-240 Vac, POE in and PSE out, Fiber SFP/SFP+, GPS, IP-67 Outdoor enclosure, -40 to 65C     | 901-T750-US01  | 15       | ea |
| Ruckus T750SE 802.11ax Outdoor WiFi AP, 4x4:4 Stream, 120-Degree Sector antenna, 2.4GHz and 5GHz concurrent dual band, (1x) 2.5G Ethernet port, (1x) 10/100/1000 Ethernet port, 100-240 Vac, POE in and PSE out, Fiber SFP/SFP+, GPS, IP-67 Outdoor enclosure, -40 to 65C | 901-T750-US51  | 12       | ea |
| Ruckus R750 dual-band 802.11abgn/ac/ax (WiFi6) Wireless Access Point with Multi-Gigabit Ethernet backhaul and onboard BLE/Zigbee, 4x4:4 streams (5GHz) 4x4:4 streams (2.4GHz), OFDMA, MU-MIMO, BeamFlex+, dual ports, 802.3at PoE                                         | 901-R750-US00  | 8        | ea |
| Mounting Kit for Ruckus T750                                                                                                                                                                                                                                              | 902-0125-0000  | 27       | ea |
| <b>Switches and Other Installation Materials</b>                                                                                                                                                                                                                          |                |          |    |
| RUCKUS ICX 8200 Switch, 24x10/100/1000 Mbps PoE+ ports, 4x25 GbE SFP28 stacking/uplink-ports, 370W PoE budget, three-year remote TAC support                                                                                                                              | ICX8200-24P    | 7        | ea |
| POWER CORD, USA, NEMA5-15/C13, 13A, 125V                                                                                                                                                                                                                                  | PCUSA2         | 7        | ea |
| FRU,RACK MOUNT KIT,2 POST,ICX7750/7450/7250                                                                                                                                                                                                                               | ICX7000-RMK    | 7        | ea |
| 10GBASE-SR,SFP MMF LC CONNECTOR (No TAA)                                                                                                                                                                                                                                  | 10G-SFPP-SR-S  | 24       | ea |
| LinkPower™ LPS3400ATMP 6-Port Gigabit Managed High Power 802.3bt Industrial Din-Rail PoE Switch with 4 PoE Ports and 2 SFP Fiber Gigabit Ports, 95W Per PoE Port                                                                                                          | LPS3400ATMP    | 4        | ea |
| Outdoor Pole Mounting Kit for Outdoor Switch                                                                                                                                                                                                                              | MMK0001-L      | 4        | ea |
| Version 2 Injector Converts 802.at to 48VC Passive PoE, Output 48W 0.5A                                                                                                                                                                                                   | APC1048V2      | 4        | ea |
| Power over Ethernet (PoE) Injector - PoE-56V                                                                                                                                                                                                                              | 100-00080      | 1        | ea |
| AC Power Cord - WC-N000900L007A                                                                                                                                                                                                                                           | PWR            | 1        | ea |
| Power over Ethernet (PoE) Injector (1.0/2.5/5.0/10.0 Gbps) quantity of 1 unit                                                                                                                                                                                             | 902-1180-US00  | 2        | ea |
| Ridgemount is a non-penetrating mount                                                                                                                                                                                                                                     | SWSSRM-288x8-R | 3        | ea |
| Non-penetrating SLED Mount, 10ft Mast, 4'x4' Base, Protective Mat, Blocks, etc                                                                                                                                                                                            | SWB4-4x4 DRB   | 2        | ea |
| Radio Mounting Hardware - Pole/Wall Mount                                                                                                                                                                                                                                 | SWMNT          | 5        | ea |
| POE Surge Protection 100/1000Mbps                                                                                                                                                                                                                                         | SWCMJPOE8a     | 11       | ea |
| Shipping, grounding, weatherproofing, misc and consumable items                                                                                                                                                                                                           | SWMISC         | 1        | ea |
| <b>Manufacturer Support, Network Monitoring/Optimization and Reporting</b>                                                                                                                                                                                                |                |          |    |
| vSCG License supporting 1 Ruckus Access Points                                                                                                                                                                                                                            | L09-0001-SG00  | 35       | ea |
| Switch management license for SZ-100/vSZ                                                                                                                                                                                                                                  | L09-0001-SGCX  | 7        | ea |
| RUCKUS AI five-year subscription for one Cloud- or SmartZone-managed AP or ICX switch                                                                                                                                                                                     | CLD-ANAP-5001  | 42       | ea |
| Partner WatchDog Support for VSCG OR SZ100 License supporting 1 Ruckus Access Points, 5 Year                                                                                                                                                                              | S02-0001-SLSG  | 35       | ea |
| SmartWave Technical Support - Network Monitoring, Optimization, Reporting, Revision Level Upgrades and Technician Dispatch - Indoor AP - 5 Year                                                                                                                           | SWSPPT-5       | 8        | ea |
| SmartWave Technical Support - Network Monitoring, Optimization, Reporting, Revision Level Upgrades and Technician Dispatch - Outdoor Radio - 5 Year                                                                                                                       | SWSPPT-5       | 31       | ea |

## 12 Appendix C: Service Level Objectives - Provided By Smart WAVE

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**Ownership of the 5-year maintenance and support shall remain with Smartwave, with no responsibility assigned to Dell for post-delivery support management**

A. Provide alert responses and technical support in accordance with the Service Levels noted below:

|   | Definition                                                                                                                                                                                                   | Maximum Response Time | Target Resolution Time |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|------------------------|
| 1 | Emergency Operations networks/services<br>Department Operations networks/services<br>Emergency operations are unable to connect<br>No work around is available                                               | 30 minutes            | 2 hours                |
| 2 | Private corporate network access County employees are unable to access the corporate network<br>Locations providing emergency or disaster related services<br>No workaround or reliable redundancy available | 2 hours               | 8 hours                |
| 3 | Redundant links/equipment require repair<br>Persistent service degradation (e.g., unacceptable slow throughput performance)                                                                                  | 4 hours               | 8 hours                |
| 4 | Non-Emergency Public Access only<br>Redundancy only requires service Partial, non-critical loss of functionality<br>Temporary workaround is available                                                        | 8 hours               | Next Business Day      |

- B. Provide monitoring, alerting, and reporting for all WiFi equipment and assets.
- C. Provide 24x7x365 standby support and dispatch with response time that meet County requirements identified in the table above.
- D. Provide all resources (e.g., staff, equipment, and vehicles) to ensure the above specified service requirements are met.
- E. Provide technical support 24/7/365 by phone, email, and online portal.
- F. Provide an online trouble reporting system that tracks open trouble tickets and includes automatic escalation and notification based on service level requirements and issue progress.
- G. Provide WiFi equipment firmware and security updates and server management software updates as part of yearly maintenance and support.
- H. Notify the County at least 10 days in advance of deploying any potentially service impacting modifications or any major improvements, system enhancements, or necessary security updates.