AMENDMENT TO WILLIAMSON COUNTY SERVICE AND PURCHASE CONTRACT WITH DELL MARKETING L.P.

(Effective January 28, 2025)

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 AMENDMENT TO THE SERVICES AND PURCHASE CONTRACT ("Amendment") is entered into as of the last party's execution hereof, 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. ("Service Provider"), both of which are referred to herein as the parties.

WHEREAS, the County and Service Provider entered into a Service Contract, dated effective January 28, 2025 (the "Contract"), setting forth the terms and conditions pursuant to which Service Provider agreed to provide certain services;

WHEREAS, the Parties desire to amend the Contract to extend the effective date and term and increase the not-to-exceed amount to support physical network segmentation and cover changes to the fiber layout design.

NOW THEREFORE, the Parties agree that the Contract is amended as follows:

AMENDMENT

- I. Section III. <u>Effective Date and Term</u> of the Contract shall be amended as follows:
 - **Effective Date and Term:** This Contract shall be in full force and effect from the date of the last party's execution below and shall continue through September 30, 2025; unless terminated sooner pursuant to paragraph IX, of the original Contract.
- II. Section IV. <u>Consideration and Compensation</u> of the Contract shall be amended as follows:
 - Consideration and Compensation: This Amendment will revise the compensation to add \$80,140.00 to the original Contract, as set out in Quote No. 3000191857574.1 attached as Exhibit "A-1" hereto and in accordance with the Cooperative Purchasing Contract DIR-CPO-5792. The new not-to-exceed amount for this Contract shall be <u>Five Hundred Eighteen Thousand Four Hundred Five Dollars</u> (\$518,405.00).

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 under Tex. Tax Code Ann.§151.309, as amended. 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.

III. Section XXI. Entire Contract & Incorporated Documents: Conflicting Terms: of the Contract shall be amended as follows:

Entire Agreement & Incorporated Documents: This Agreement constitutes the entire Agreement 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 Agreement 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, incorporated by reference;
- B. The cooperative purchasing contract DIR-CPO-5792, incorporated by reference;
- C. Insurance certificates evidencing coverages required herein above and
- D. Quote No. 3000191857574.1 attached as Exhibit "A-1".
- IV. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to fulfil its obligations under the Contract; and, furthermore, the Contract and this Amendment are the valid, binding, and enforceable obligations of such party.
- V. All other terms of the Contract which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last patty's execution hereof.

WILLIAMSON COUNTY:	DELL MARKETING L.P.: Ana Pitti Ana Pitti (Jul 8, 2025 11:44 CDT)
Authorized Signature	Authorized Signature
Hon. Steven Snell	Ana Pitti
County Judge	Printed Name
Date:	Date: July 8 ,20 25

Time: 2:49 pm

Date: Jul 08 2025

Reviewed by Contract Audit

Exhibit "A-1" Quote No. 3000191857574.1



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: Expo Center - Change

Order

Quote No. 3000191857574.1

\$80,140.00

Customer # 10643470 Quoted On Jul. 01, 2025 Expires by Jul. 31, 2025

State of Texas Department

Contract Name of Information Resources

(TX DIR)

Contract Code C000001269299
Customer Agreement # DIR-CPO-5792

Sales Rep Gilbert Marquez
Phone 512-720-6458
Email Gilbert.Marquez@dell.com

Billing To TAMMY MCCULLEY

WILLIAMSON COUNTY ITS 301 SE INNER LOOP STE 105 GEORGETOWN, TX 78626-8207

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,

Total

Gilbert Marquez

Shipping Group

Shipping To

TAMMY MCCULLEY WILLIAMSON COUNTY ITS 301 SE INNER LOOP STE 105 GEORGETOWN, TX 78626-8207 (512) 943-1455

Shipping Method

Standard Delivery Free Cost

Product	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L01	\$0.01	27	\$0.27
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L01X	\$0.57	1	\$0.57
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L1	\$0.12	23	\$2.76

			\$80,140.00 \$0.00
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L100000	\$12,820.42	4	\$51,281.68
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L10000	\$1,282.04	20	\$25,640.80
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L1000	\$128.20	23	\$2,948.60
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L100	\$12.82	18	\$230.76
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L10	\$1.28	27	\$34.56

Subtotal: \$80,140.00
Shipping: \$0.00
Non-Taxable Amount: \$80,140.00
Taxable Amount: \$0.00
Estimated Tax: \$0.00

Total: \$80,140.00

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Shipping Group Details

Shipping To

Shipping Method

TAMMY MCCULLEY WILLIAMSON COUNTY ITS 301 SE INNER LOOP STE 105 GEORGETOWN, TX 78626-8207 (512) 943-1455

Customer Agreement # DIR-CPO-5792

Standard Delivery Free Cost

		Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CEINFRASTRUCTURE L01 Estimated delivery if purchased today: Jul. 09, 2025 Contract # C000001269299 Customer Agreement # DIR-CPO-5792	NTER PLANNING AND	\$0.01	27	\$0.27
Description	SKU	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L01	882-7131	-	27	-
		Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CEINFRASTRUCTURE L01X Estimated delivery if purchased today: Jul. 08, 2025 Contract # C000001269299 Customer Agreement # DIR-CPO-5792	NTER PLANNING AND	\$0.57	1	\$0.57
Description	SKU	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L01X	882-7132	-	1	-
		Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CEINFRASTRUCTURE L1 Estimated delivery if purchased today: Jul. 08, 2025 Contract # C000001269299 Customer Agreement # DIR-CPO-5792	NTER PLANNING AND	\$0.12	23	\$2.76
Description	SKU	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L1	882-7133	-	23	-
		Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CEINFRASTRUCTURE L10 Estimated delivery if purchased today: Jul. 09, 2025 Contract # C000001269299 Customer Agreement # DIR-CPO-5792	NTER PLANNING AND	\$1.28	27	\$34.56
Description	SKU	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L10	882-7134	-	27	-
		Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CEINFRASTRUCTURE L100 Estimated delivery if purchased today: Jul. 08, 2025 Contract # C000001269299 Contract # C000001269299	NTER PLANNING AND	\$12.82	18	\$230.76

Description	SKU	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L100	882-7135	-	18	-
		Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CE INFRASTRUCTURE L1000 Estimated delivery if purchased today: Jul. 08, 2025 Contract # C000001269299 Customer Agreement # DIR-CPO-5792	NTER PLANNING AN	ID \$128.20	23	\$2,948.60
Description	SKU	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L1000	882-7136	-	23	-
		Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CE INFRASTRUCTURE L10000 Estimated delivery if purchased today: Jul. 08, 2025 Contract # C000001269299 Customer Agreement # DIR-CPO-5792	NIER PLANNING AN	ID \$1,282.04	20	\$25,640.80
Description	SKU	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L10000	882-7137	-	20	-
		Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CE INFRASTRUCTURE L100000 Estimated delivery if purchased today: Jul. 08, 2025 Contract # C000001269299 Customer Agreement # DIR-CPO-5792	NTER PLANNING AN	ID \$12,820.42	4	\$51,281.68
Description	SKU	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L100000	882-7138	-	4	
		Subtotal: Shipping: Estimated Tax:		\$80,140.00 \$0.00 \$0.00
		Total:		\$80,140.00

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All products, pricing, and other information is based on the latest information available and is subject to change for any reason, including but not limited to tariffs imposed by government authorities. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the enduser and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.



Project Change Request

			1 Toject Change Request				
CR Number	er / Version: 002						
Dell Techno	ologies Project ID: PR-2340492						
Customer	/ Sponsoring WILLIAMSON COUNTY, TX						
Organizatio							
	Project Name	:	WILLIAMSON COUNTY - SMARTWAVE WIFI SERVICES-I	PROJECT - EXP	O CENTER		
Orig SO# PART 1: RE	OUEST		1015385696				
Title of		nges ar	nd Hardware needed to support customer requested	changes and	final design ag	diustments	
Change		.gcc a.		onangee and	a. a.co.g a.c	., 0.0 0	
Requester Name:	Noel Niranja	n	E-mail: Noel.Niranjan@Dell.Com Phone: +91-9945500642				
Date:	Original: 06/0	05/25	Revision: MM/DD/YY		Required by:		
Priority Category	·	•	o implementation				
Reason for Change	Additional hardware is needed to support physical network segmentation and fiber layout.						
	and 5-yr sup Milestone	'	Resource Role(s)	Sub-Total	Expenses Cost	Total	
l	CO2		ware (firewall, 2 Fiber switches, Bidirectional Sfps, onal CPE)	\$32,857.40	\$32,857.40		
	CO2		ssional Services llation/configuration/Additional Fiber Services)	\$21,637.80	\$21,637.80		
	CO2	Supp	ort/Maintenance – 5 years additional Hardware	\$23,240.60	\$23,240.60		
	CO2	Dell F	Project Manager	\$2,404.20	\$2,404.20		
	CO2		Totals	\$80,140.00	\$80,140.00	\$80,140.00	
Total Cost Impact of Change:	\$80,140.00						
Billing Type	Fixed Fee						
Paid By							
Validity Period of	30 days						

Change Request Form



PART 2: AP	PROV	/AL			
CR Approved	Y /	Date:	MM/DD/YY	<why rejected?=""></why>	
Authorized Signatory					/ Date:
Name / Title Customer	e of A	Authorized	D	airdr	Digitally signed
Authorized Technolog Date		=	U	eirar	by Deirdre Elvin
Name / Title	olog	ies		_	
Other Sign required)	ator	y (as			Date: 2025.07.08
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