

EXHIBIT

A

**AGREEMENT BETWEEN THE CITY OF ROUND ROCK
AND DELL MARKETING L.P.
FOR THE PURCHASE OF
DELL BRANDED PRODUCTS AND SERVICES**

THE STATE OF TEXAS

§

§

CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

This Agreement for the purchase of Dell branded products and services (the “Agreement”) is made and entered into this the ____ day of _____, 2026, (the “Effective Date”) by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664, referred to herein as the “City,” and DELL MARKETING L.P. whose offices are located at One Dell Way, Round Rock, Texas 78664, referred to herein as “Vendor.”

RECITALS:

WHEREAS, City desires to purchase Dell branded products and services; and

WHEREAS, City is a member of the Department of Information Resources (DIR) Cooperative Purchasing Program (the “Co-op”) and Vendor is an approved Co-op vendor through Co-op Contract # DIR-CPO-5792 <https://dir.texas.gov/contracts/dir-cpo-5792>; and

WHEREAS, City desires to purchase certain goods and/or services from Vendor through the Co-op, which shall be fully incorporated into this Agreement as if recited in full herein; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1.0 DEFINITIONS

A. **Agreement** means this binding legal contract between City and Vendor whereby City agrees to purchase specified goods and/or services and Vendor is obligated to sell same. The Agreement includes any exhibits, addenda, and/or amendments thereto.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date set out in the introductory paragraph above.

D. **Goods and Services** mean the specified services, supplies, materials, commodities, or equipment.

E. **Vendor** means Dell Marketing L.P., or any successors or assigns.

2.0 EFFECTIVE DATE AND TERM

A. This Agreement shall remain in full force and effect until it expires as indicated below or is terminated in accordance with Section 14.0.

B. The term of this Agreement shall begin with the Effective Date and end on the 4th day of April, 2030.

3.0 SCOPE OF WORK

A. The goods and related services which are the subject matter of this Agreement are described generally herein and referenced in in the attached **Exhibit “A,”** incorporated herein by reference for all purposes

B. This Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

C. Vendor shall satisfactorily provide all deliverables and services described herein and referenced in **Exhibit “A”** within the contract term specified. A change in the Scope of Services or any term of this Agreement, including bonding requirements, must be negotiated and agreed to in all relevant details, and must be embodied in a valid Supplemental Agreement as described herein.

4.0 COSTS

A. In consideration for the Goods and Services to be provided by Vendor, City agrees to pay Vendor the amounts set forth in **Exhibit “A”**.

B. The City is authorized to pay the Vendor an amount not-to-exceed **\$5,000,000.00**, for the term of this Agreement.

5.0 INVOICES

All invoices shall include, at a minimum, the following information:

1. Name and address of Vendor;
2. Purchase Order Number;

3. Description and quantity of items received; and
4. Delivery dates.

6.0 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement if the governing body of City does not appropriate funds sufficient to purchase the Goods and Services as determined by City's budget for the fiscal year in question. City may affect such termination by giving the Vendor written notice of termination.

7.0 GRATUITIES AND BRIBES

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

8.0 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

9.0 CITY'S REPRESENTATIVE

City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Ramsey Saad
Information Technology Department
221 E. Main Street.
Round Rock, TX 78664
(512) 671-2768
rsaad@roundrocktexas.gov

10.0 DEFAULT

If Vendor abandons or defaults under this Agreement, Vendor shall be declared in default of this Agreement if it does any of the following and fails to cure the issue within thirty (30) days of receipt of written notice:

1. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;

2. Becomes insolvent or seeks relief under the bankruptcy laws of the United States and is unable to perform its material obligations under the Agreement.

11.0 COMPLIANCE WITH LAWS, CHARTER, AND ORDINANCES

A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

C. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

12.0 ASSIGNMENT AND DELEGATION

The parties hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

13.0 NOTICES

A. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to recipient's physical or email address as stated below;
or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated below.

Notice to Vendor:

Vendor: Dell Marketing L.P.
Attn: JoAnn Tamez
Address: One Dell Way
Round Rock, TX 78664
Email: joann_tamez@dell.com

Notice to City:

City Manager		Stephanie L. Sandre, City Attorney
221 East Main Street	AND TO:	309 East Main Street
Round Rock, TX 78664		Round Rock, TX 78664

B. Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

14.0 APPLICABLE LAW, ENFORCEMENT, AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

15.0 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

16.0 DISPUTE RESOLUTION

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement, or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

17.0 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

18.0 MISCELLANEOUS PROVISIONS

A. Standard of Care. Vendor represents that it employs trained, experienced, and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities, and duties shall be performed in a manner according to generally accepted industry practices.

B. Time is of the Essence. The parties agree that, from time to time, certain unique transactions may have special requirements relative to timing and, accordingly, the parties will identify those transactions and exercise best efforts to accomplish those transactions within the stated timeframe. Other timing requirements will be met in a commercially reasonable manner. Where damage is caused to City due to Vendor's failure to perform in the special timing requirement circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

C. Binding Agreement. This Agreement shall extend to and be binding upon and inure to the benefit of the parties' respective heirs, executors, administrators, successors and assigns.

D. Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

[Signatures on the following page.]

IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

Dell Marketing L.P.

By: Katherine Castillo
Printed Name: Katherine Castillo
Title: Paralegal Advisor
Date Signed: 07.08.2026

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

For City, Attest:

By: _____
Ann Franklin, City Clerk

For City, Approved as to Form:

By: _____
Stephanie L. Sandre, City Attorney

EXHIBIT “A”

DIR-CPO-5792
Appendix C: Pricing Index
Dell Marketing L.P.

DELL BRANDED PRODUCTS AND RELATED SERVICES		
CATEGORY	SUBCATEGORY	DIR Customer Discount % off MSRP/LIST
A	Wyse, Customer Kits (Dell-Branded Non-Tied Peripherals including some monitors), Dell-Branded Memory (Non-Tied), Dell Pro Rugged Laptops	18.00%
A	Commercial Chrome, Precision Desktops, Latitude, Precision Notebooks, OptiPlex, Dell Pro Laptops, Dell Pro Desktop, Dell Edu Laptops, Dell Pro Max Laptops, Dell Pro Max Desktops	28.00%
A	Telecom Hardware	16.00%
A	Dell Storage OEM, PowerEdge Servers, Software - Server & Other, Software – Storage	18.00%
A	Cloud Products	3.00%
F	Dell-Branded Toner & Accessories	3.00%
H	BTX, Pre-Built - Ready to Ship Systems	6.00%
S	Alienware Notebooks, Edge Software, Inspiron Notebooks, Vostro Notebooks, XPS Notebooks, Dell Laptops, Dell Desktops	4.00%
S	Converged Infrastructure, Data Protection Appliance, Data Protection Software, Data Security Solutions, Dell Networking, Dell Storage PS, Dell Storage SC, Dell EMC, Hyper Converged Infrastructure, OEM Networking, Storage Entry, Storage High End, Storage Integrated Offer, Storage Mid-Range, Storage Unstructured	18.00%
S	Displays (Dell-Branded), Projectors/Monitors/Other Electronics (Dell-Branded)	18.00%
U	Spare Parts	0.00%
Z	Alienware Desktops, Inspiron Desktops, XPS Desktops	0.00%
R, Z, Z1, ZS	Services - i.e., CFI / Configuration Services SKUs, Deployment, VSOE, Custom, and System-Tied and Non-Tied (POS and APOS)	3.00%

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Dell Marketing L.P.

N/A	APEX Branded Subscriptions* (incl. FlexOnDemand, Subscription and Consumption modes/solutions and Managed Service where applicable)	Custom
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