

and services.

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

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

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

F. **Vendor** means Presidio Networked Solutions Group LLC, its successors or assigns.

2.01 EFFECTIVE DATE, TERM

A. This Agreement shall be effective on the date this Agreement has been signed by each party hereto, and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated or extended as provided herein.

B. This Agreement shall terminate July 3, 2023.

C. City reserves the right to review the relationship with Vendor at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

The goods and services which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the Contract Documents. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference to the terms and conditions set forth in pages one (1) through nine (9) of this Agreement.

4.01 ITEMS

A. The goods and services which are the subject matter of this Agreement are described generally in the attached Exhibit "A."

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 items described in Exhibit "A" within the contract term specified. A change in any term of this Agreement, must be negotiated and agreed to in all relevant details, and must be embodied in a valid Supplemental Agreement as described herein.

5.01 COSTS

A. City agrees to pay for supplies and services during the term of this Agreement at the pricing set forth at in Exhibit "A." Vendor specifically acknowledged and agrees that City is not obligated to use or purchase any estimated annual quantity of goods or services. Only if, and when needed by City, the costs listed on Exhibit "A" shall be the basis of any charges collected by Vendor.

B. The City shall be authorized to pay the Vendor an amount not-to-exceed **Three Million and No/100 Dollars (\$3,000,000.00)** for the term of this Agreement.

6.01 INVOICES

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

- A. Name and address of Vendor;
- B. Purchase Order Number;
- C. Description and quantity of items received; and
- D. Delivery or performance dates.

7.01 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 at the end of any City fiscal year 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 effect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

8.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1

of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Vendor, a contractor, subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

9.01 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.

10.01 TAXES

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

11.01 ORDERS PLACED WITH ALTERNATE VENDORS

If Vendor cannot provide the goods and/or as specified, City reserves the right and option to obtain the products from another supplier or suppliers.

12.01 CITY'S REPRESENTATIVE

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

Heath Douglas
Chief Information Officer
221 East Main Street
Round Rock, Texas 78664
(512) 218-5508
hdouglas@roundrocktexas.gov

13.01 INSURANCE

Vendor shall meet all City of Round Rock Insurance Requirements as set forth at: http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf.

14.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

15.01 DEFAULT

If Vendor abandons or defaults under this Agreement and is a cause of City purchasing the specified goods and/or services elsewhere, Vendor agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Vendor shall be declared in default of this Agreement if it does any of the following:

- A. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- B. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- C. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

16.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Vendor.

B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Vendor.

C. Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

17.01 INDEMNIFICATION

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

18.01 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 2270, 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 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.

19.01 ASSIGNMENT AND DELEGATION

The parties each 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.

20.01 NOTICES

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 the recipient’s address as stated in this Agreement; or
- 2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient’s address as stated in this Agreement.

Notice to Vendor:

Presidio Networked Solutions Group LLC
12100 Sunset Hills Road, Suite 300
Reston, VA 20190

Notice to City:

City Manager 221 East Main Street Round Rock, TX 78664	AND TO:	Stephan L. Sheets, City Attorney 309 East Main Street Round Rock, TX 78664
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Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

21.01 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.

22.01 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, duly authorized by action of the City Manager or City Council.

23.01 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.

24.01 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.

25.01 MISCELLANEOUS PROVISIONS

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.

Time is of the Essence. Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Vendor's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Vendor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given and all reasonable efforts undertaken to mitigate its effects.

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.

City of Round Rock, Texas

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

Presidio Networked Solutions LLC

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

Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Exhibit "A"

City of Round Rock, Texas
Price Sheet
Cisco Systems, Inc.
DIR Contract No. DIR-TSO-4167

The City of Round Rock would like to enter into a contract with Presidio Networked Solutions Group, LLC per the terms of Cisco Systems, Inc. on DIR Contract No. DIR-TSO-4167. The City intends to purchase from this contract branded hardware, networking equipment, servers, data storage solutions, and related services in an amount not to exceed \$3,000,000 over the duration of the contract.

Contract Term: Effective from date of execution and will expire on 07/03/2023, per the terms of DIR Contract No. DIR-TSO-4167.

Special Instructions: Complete pricing below.

Product Category	Manufacturer Part Number	MSRP Cost	Each Per Unit	DIR Customer Discount % from MSRP	DIR Customer Price
Cisco Core & Compute	Cisco Core & Compute Products (Hardware & Software) including but not limited to, Networking, Wireless and Mobility, Security, Collaboration, Data Center, Analytics, Video, Internet of Things, Meraki, etc. on Cisco's then-current U.S. Global Pricelist under the Core & Compute Categories.	See posted Pricelist at Cisco's TX DIR Contract webpage	US GPL*	36%	Customer price will be a minimum of 36.00% less the then-current List Price as published on Cisco's U.S. Global Pricelist
Cisco Market	Cisco Market Products including but not limited to, Cloud Analytics, Cloud Applications and Services, Automated Infrastructure, Cloud Security, Collaboration Tools, etc. on Cisco's then-current U.S. Global Pricelist under the Market Category.	See posted Pricelist at Cisco's TX DIR Contract webpage	US GPL*	10%	Customer price will be a minimum of 10.00% less the then-current List Price as published on Cisco's U.S. Global Pricelist
Cisco Net	Cisco Net Products including but not limited to, custom, limited or restricted offers on Cisco's then-current U.S. Global Pricelist under the Net Category.	See posted Pricelist at Cisco's TX DIR Contract webpage	US GPL*	0%	Customer price will be 0.00% less the then-current List Price as published on Cisco's U.S. Global Pricelist
VALUE ADDED AND RELATED SERVICES					
Cisco Smart Net Total Care Service	Cisco is providing its standard warranty term for all new hardware and software purchased under the contract. Customers may purchase Cisco Smart Net Total Care Service for an increased level of maintenance support which provides: 1) Global 24 hr/365 day access to experts in the Cisco Technical Assistance Center (TAC); 2) Self-help support through online communities, resources, and tools; 3) Hardware replacement options, including 2-hour, 4-hour and next business day; and 4) Operating System (OS) software updates. Below is pricing for a 1, 3, and 5 year term of service.				
Smart Net Total Care for Government (1 year term)	Technical support and flexible hardware coverage provided by the Cisco Technical Assistance Center (TAC)	See posted Pricelist at Cisco's TX DIR Contract webpage	US GPL*	10.00%	Customer price will be a minimum of 10.00% less the then-current List Price as published on Cisco's U.S. Global Pricelist
Smart Net Total Care for Government (3 year term)	Technical support and flexible hardware coverage provided by the Cisco Technical Assistance Center (TAC)	See posted Pricelist at Cisco's TX DIR Contract webpage	US GPL*	17.00%	Customer price will be a minimum of 17.00% less the then-current List Price as published on Cisco's U.S. Global Pricelist
Smart Net Total Care for Government (5 year term)	Technical support and flexible hardware coverage provided by the Cisco Technical Assistance Center (TAC)	See posted Pricelist at Cisco's TX DIR Contract webpage	US GPL*	21.00%	Customer price will be a minimum of 21.00% less the then-current List Price as published on Cisco's U.S. Global Pricelist
Smart Net Total Care for Education (1 year term)	Technical support and flexible hardware coverage provided by the Cisco Technical Assistance Center (TAC)	See posted Pricelist at Cisco's TX DIR Contract webpage	US GPL*	25.00%	Customer price will be a minimum of 25.00% less the then-current List Price as published on Cisco's U.S. Global Pricelist
Smart Net Total Care for Education (3 year term)	Technical support and flexible hardware coverage provided by the Cisco Technical Assistance Center (TAC)	See posted Pricelist at Cisco's TX DIR Contract webpage	US GPL*	28.00%	Customer price will be a minimum of 28.00% less the then-current List Price as published on Cisco's U.S. Global Pricelist
Smart Net Total Care for Education (5 year term)	Technical support and flexible hardware coverage provided by the Cisco Technical Assistance Center (TAC)	See posted Pricelist at Cisco's TX DIR Contract webpage	US GPL*	30.00%	Customer price will be a minimum of 30.00% less the then-current List Price as published on Cisco's U.S. Global Pricelist
Technical and Maintenance Services					

Exhibit "A"

Other Cisco Technical and Maintenance Services **	All other maintenance support offers not under Smart Net Total Care Service, including Support Services for on-premise Software	See Table 1 below and posted Pricelist at Cisco's TX DIR Contract webpage	US GPL*	10.00%	Customer price will be a minimum of 10.00% less the then-current List Price as published on Cisco's U.S. Global Pricelist
Cisco Services (formerly known as Advanced Services) **	Services includes, but not limited to, Survey/Design, Implementation, Optimization, Remote, Managed, Technical, Advisory, Network Architectural Design, Statements of Work (SOWs), Combined Services, and other Deployment or Advisory Services	See Table 1 below and posted Pricelist at Cisco's TX DIR Contract webpage	US GPL*	0.00%	Customer price will be 0.0% less the then-current List Price as published on Cisco's Global Pricelist
Cisco Reseller/Partner Services (Limited) **	Limited Partner Services, subject to Cisco's written approval, that enable the implementation and/or technical support of Cisco Offers/Solutions	See Table 2 below and posted Pricelist at Cisco's TX DIR Contract webpage	US GPL*	0.00%	Customer price will be 0.0% less the then-current List Price as published on Cisco's U.S. Global Pricelist
Training	Various Training Courses Available Related to Cisco Offers/Solutions	See posted Pricelist at Cisco's TX DIR Contract webpage	US GPL*	0.00%	Customer price will be 0.0% less the then-current List Price as published on Cisco's U.S. Global Pricelist
Support	See above under Smart Net Total Care Service & Other Technical and Maintenance Services	See posted Pricelist at Cisco's TX DIR Contract webpage	US GPL*	10.00%	Customer price will be a minimum of 10.00% less the then-current List Price as published on Cisco's U.S. Global Pricelist

Cisco Services

Service	Onsite NTE Amount/Hour*	Remote NTE Amount/Hour*
Maintenance Services	\$600.00	\$525.00
Deployment Services	\$743.17	\$661.17
Advisory Services	\$743.18	\$661.18
Architectural Design Services	\$743.19	\$661.19
Statement of Work Services	\$743.20	\$661.20
Training Deployment Services	\$600.00	\$525.00

*The hourly labor rates provided are not to exceed (NTE) rates. Cisco will use the NTE rates to calculate a cost to deliver a statement of work (SOW). Cisco will use the NTE rates, required level of effort needed to produce the client approved deliverables, and skill set to determine the price of the SOW. For each customized SOW, Cisco will provide a fixed cost for the agreed upon deliverables. Any travel costs that are incurred for the specific SOW will be billed for separately. Individual hours, or blocks of hours may not be purchased separately. Because the SOW is offered at a fixed price, Cisco does not keep time cards.

Partner Services

Service	Onsite NTE Amount/Hour*	Remote NTE Amount/Hour*
Partner Services	\$600.00	\$525.00

NOTE: Limited Partner Services for Basic Install and Config include the following:
 Certified and Technical Project Management
 Staging & Implementation Engineering
 Site Survey, High Level Design Review
 Global Implementation Capability
 Configuration Development
 Knowledge Transfer
 Acceptance Testing

*Onsite NTE Amount/Hour; Customer Premise Labor Rates Not To Exceed Hourly

**Remote NTE Amount/Hour; Vendor Premise Labor Rates Not To Exceed Hourly

Information Only: The City of Round Rock reserves the right to order other products from Presidio Networked Solutions Group LLC per the discounts quoted in the DIR Contract No. DIR-TSO-4167.

Company Name: Presidio Networked Solutions Group LLC
 DIR Contract No. DIR-TSO-4167

Signature of Authorized Representative:

Geoff Reilert
Geoff Reilert (LMS 5, 2020 10 23 COI)

Printed Name:

Geoff Reilert

Phone Number

512-795-7128

Email Address:

grelert@presidio.com