

**STATE OF TEXAS**  
**DEPARTMENT OF INFORMATION RESOURCES**  
**CONTRACT FOR SERVICES**  
**Vintage Computer Brokers, Inc. dba Vintage IT Services**

**1 Introduction**

**A. Parties**

This Contract for End-User IT Outsourcing services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter “DIR”) with its principal place of business at 300 West 15<sup>th</sup> Street, Suite 1300, Austin, Texas 78701, and Vintage Computer Brokers, Inc. dba Vintage IT Services, (hereinafter “Successful Respondent”), with its principal place of business at 4100 Smith School Road, Austin, Texas, 78744.

**B. Compliance with Procurement Laws**

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts’ Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-442, on 10/09/2020, for End-User IT Outsourcing. Upon execution of this Contract, a notice of award for RFO DIR-CPO-TMP-442 shall be posted by DIR on the Electronic State Business Daily.

**C. Order of Precedence**

For purchase transactions under this Contract, the order of precedence shall be as follows:

- i. this Contract;
- ii. Appendix A, Standard Terms and Conditions;
- iii. Appendix B, Successful Respondent’s Historically Underutilized Businesses Subcontracting Plan;
- iv. Appendix C, Statement of Work;
- v. Appendix D, Master Operating Lease Agreement;
- vi. Appendix E, Master Lease Agreement;
- vii. Exhibit 1, Successful Respondent’s Response to RFO DIR-CPO-TMP-442, including all Addenda;
- viii. and Exhibit 2, RFO DIR-CPO-TMP-442, including all Addenda;

are incorporated by reference and constitute the entire agreement between DIR and Successful Respondent governing purchase transactions. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then

Appendix A, then Appendix B, then Appendix C, then Appendix D, the Appendix E, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

## **2 Term of Contract**

The initial term of this Contract shall be two (2) years commencing the last date of approval by DIR and Successful Respondent, with one (1) optional two-year renewal and one (1) optional one-year renewal. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party sixty (60) days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew.

## **3 Option to Extend**

The Successful Respondent agrees that DIR may require continued performance, not including termination assistance, beyond the initial or any renewal Contract term, of any of the within described services at the rates specified in the Contract. This option may be exercised more than once, but the total extension of performance hereunder shall not exceed four (4) calendar months. Such extension of services shall be subject to the requirements of the Contract, with the sole and limited exception that the original date of termination shall be extended pursuant to this provision. DIR may exercise this option upon thirty (30) calendar days written notice to the Successful Respondent.

## **4 Service Offerings**

This Contract is for services only. No hardware or software products may be sold under this Contract. Any products needed to deliver final services must be procured through another contract vehicle.

Services available under this Contract are limited to the End-User IT Outsourcing Services as specified in Table 1 below. Successful Respondent may incorporate changes to their services offering; however, any changes must be within the scope of the RFO and services awarded based on the posting described in Section 1.B above. Successful Respondent may not add services which were not included in the Successful Respondent's response to the solicitation described in Section 1.B above.

Table 1

<b>Management Services</b>	<b>The management of customer owned equipment or vendor provided equipment.</b>
Provisioning of Equipment	<p>This category includes any information technology equipment that may be made commercially available within the current and future technology marketplace that addresses a business need of a Customer. Equipment includes, but is not limited to: desktops/workstations, notebooks/portables, mobility devices, end-user support servers, storage area networks, networking, software, and peripherals. Services shall include, but not be limited to: management of equipment procurement, equipment configuration management, and provisioning of equipment. Successful Respondent must be capable of provisioning equipment using standard configurations developed by Customer. Successful Respondent shall be responsible for bearing the cost of acquisition or lease costs that may be applicable in the procurement process and for IT equipment that may be required by a Customer.</p>
Desktop Outsourcing Services	<p>This category includes services related to desktop computers (or laptops acting in the role of desktops), desktop hosting servers, the underlying network infrastructure, the processes and the organization.</p> <p>Desktop support services include:</p> <ul style="list-style-type: none"> <li>• Deskside dispatch</li> <li>• Hardware break/fix</li> <li>• Installations, moves, adds and changes (IMAC)</li> <li>• Remote server</li> <li>• LAN/WAN (where applicable)</li> <li>• Shrink-wrapped software (dispatched efforts)</li> <li>• First-level application (dispatched efforts)</li> <li>• Enterprise-specific (where required)</li> <li>• IT asset inventory maintenance and process controls</li> <li>• Backup and recovery processes</li> <li>• Patch management</li> <li>• Output management</li> <li>• Hardware standards establishment</li> <li>• Service desk (often included)</li> </ul>
Asset Tracking Services	<p>Maintain a central asset management system to maintain tracking of Successful Respondent owned equipment to include, but not be limited to: physical location, user, software licenses, maintenance records, and end of Agreement term dates. Information should be updated as necessary to account for Installs/Moves/Adds/Changes (IMAC), maintenance, and deskside support. The system should also be used for tracking any services that are provided on Customer owned equipment that may be applicable to a Supplemental Agreement.</p>

Support Services	Services provided in the course of providing Management Services.
Service Desk	<p>Manage and supply a toll-free telephone number, email address, or web-based application for a Customer to report maintenance issues, trouble-tickets, and request other how-to assistance as necessary. Process must include a timely confirmation of receipt of all Customer reports and a resolution status of all service requests submitted. IT service desk is defined as the provision of internal end-user support for all IT services and includes:</p> <ul style="list-style-type: none"> <li>• Labor, facilities, systems, processes, management and connectivity for service desk support</li> <li>• First-level and second-level support</li> <li>• Problem categorization and logging</li> <li>• Problem tracking and escalation</li> <li>• Problem resolution</li> <li>• Remote access and resolution</li> </ul>
On Site Support & Moves/Adds/Changes (MAC) Services	<p>Provide day-to-day technical on-site support services, to include, but not be limited to: option of Successful Respondent staff residing at a Customer location, assisting with complex problem identification, resolving complex issues which cannot be resolved by assistance of the help desk, installation of emergency hardware/software fixes, troubleshooting, physical relocation of equipment, continuing equipment modifications or upgrades, installation/de-installation, packing/unpacking of equipment, and swaps/replacement of equipment. Successful Respondent shall be capable of providing the services described for volume-based projects that affect several end-users as may be necessary throughout the term of a Customer's Supplemental Agreement.</p>
Remote Support Services	<p>Manage and provide remote support to "take over" and support a piece of equipment from a centralized location by Successful Respondent personnel. Successful Respondent shall provide phone support to assist in resolution of problems from a location that is remote to the end-user Customer.</p>
Standard and Ad Hoc Reporting and Documentation	<p>Produce various types of reports via online or hard copy as may be required by a Customer. These may include, but not be limited to: number of problems/calls logged, number of dispatch calls, and resolution time frames. Successful Respondent shall allow a Customer's authorized end-user to have electronic access to view and query Successful Respondent's standard reports.</p>
Break/Fix/Maintenance Services	<p>Manage support services, including bearing any cost, for all equipment owned and provided by the Successful Respondent. This would include, but not be limited to: time and materials maintenance, troubleshooting, on-site support function, and upgrading of equipment as needed to provide any new technology features.</p>
Unwind/End of Engagement Services	<p>Manage the de-installation and packaging of Successful Respondent provided equipment, to include but not be limited to: providing a plan</p>

	to manage the unwind of the services, and removal of hard drives to be left with a Customer for destruction
<b>Technology Services</b>	<b>Specific applications or technology centered processes.</b>
Mobility	<p>This category defines mobility as the provision of internal end-user support for all mobile functionality. The mobile services include:</p> <ul style="list-style-type: none"> <li>• Labor, facilities, systems, processes, management and connectivity</li> <li>• Managing mobile devices, including bring your own device (BYOD) to securely work with the customer’s network and base systems</li> <li>• Managing mobile device connectivity service</li> <li>• Problem categorization and logging</li> <li>• Problem tracking and escalation</li> <li>• Problem resolution</li> </ul>
Hosted Virtual Desktop (HVD) Services	HVD service that can access applications from a centralized server, combined with a lower-cost desktop solution as the thin client.
Network Management Services	Manage and provide services for network related issues, to include, but not be limited to: connectivity troubleshooting, eliminating bottlenecks, and monitoring. For DIR eligible telecom Customers, telecommunications connectivity services will be achieved through the DIR consolidated telecommunications system, TEX-AN.
Software Services	Manage services for software to include, but not be limited to: software configuration management, patches, automated distribution, imaging creation, and imaging implementations
Security Services	Manage security services as applicable to the equipment as described within Item 1, Provisioning of Equipment, and, Procurement Services, that may be provided. To include, but not be limited to: firewalls, passwords, and data protection, equipment shipped in a default secure configuration, and option to keep a hard drive is required within the applicable equipment configuration. DIR reserves the right to promulgate standards in relation to security services and such standards will be discussed with Successful Respondents selected for negotiation.

Customers shall order the Services by execution of a Statements of Work (SOW). Successful Respondent s shall respond by demonstrating qualifications and experience for each engagement. At a minimum, each SOW will describe the service levels. From responses Customer will determine best value. The Sample SOW format and service level examples are shown in Appendix C. Services that can be included to provide End-User IT Outsourcing solutions are set forth below. Some services may be unavailable as service components, at the discretion of the Successful Respondent.

## 5 Pricing

Pricing to the DIR Customer shall be as set forth in **Appendix A, Standard Contract Terms and Conditions, Section 8, Pricing, Purchase Orders, Invoices and Payment**, and as limited by **Appendix C, Statement of Work**, and shall include the DIR Administrative Fee.

## 6 DIR Administrative Fee

- A) The administrative fee to be paid by the Successful Respondent to DIR based on the dollar value of all sales to Customers pursuant to this Contract three quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.00.
- B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Successful Respondent without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

## 7 Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

### **If sent to the State:**

Hershel Becker or Successor in Office  
Chief Procurement Officer  
Department of Information Resources  
300 W. 15<sup>th</sup> St., Suite 1300  
Austin, Texas 78701  
Phone: (512) 475-4700

### **If sent to the Successful Respondent:**

Steve Hanes  
Vintage Computer Brokers, Inc. dba Vintage IT Services  
4100 Smith School Rd  
Austin, Texas 78744  
Phone: (512) 470-8076  
Email: [sahanes@vintageits.com](mailto:sahanes@vintageits.com)

## **8 Software License, Statement of Work and Leasing Agreements**

### **A) Shrink/Click-wrap License Agreement**

Regardless of any other provision or other license terms which may be issued by Successful Respondent after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede. It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.

### **B) Master Operating Lease Agreement**

DIR and Successful Respondent hereby agree that Successful Respondent is authorized to utilize the Master Operating Lease Agreement in Appendix D of this Contract for Lessees that are Texas State Agencies or otherwise authorized to conduct lease transactions through DIR contracts.

### **C) Master Lease Agreement**

DIR and Successful Respondent hereby agree that Successful Respondent is authorized to utilize the Master Lease Agreement in Appendix E of this Contract for DIR authorized entities as Lessees that are not Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions. Texas State Agencies that have the requisite capital authority and who are not required to utilize such authority via the Texas Public Finance Authority may or may not be eligible to utilize the Master Lease Agreement; each such agency must confer with its own counsel to make this determination.

### **D) Statement of Work Template**

Services provided under this Contract shall be in accordance with the Statement of Work (SOW) Template as set forth in Appendix C of this Contract. No changes to the SOW terms and conditions may be made unless previously agreed to by Successful Respondent and Customer. If utilizing the SOW Template, the Successful Respondent and Customer may agree to terms and conditions that do not diminish or lessen the rights or protections of the Customer or the responsibilities or liabilities of the Successful Respondent .

### **E) Conflicting or Additional Terms**

- 1) In the event that conflicting or additional terms in SOW or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.
- 2) In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Successful Respondent product or service offering after the effective date of the update; and, provided further, that, if Successful Respondent has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Successful Respondent's initial response shall apply to that purchase unless Successful Respondent directly informs Customer of the update before the purchase is consummated.
- 3) In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.
- 4) Successful Respondent shall not [without prior written agreement from Customer's authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.
- 5) If Successful Respondent attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Successful Respondent or Successful Respondent and Customer, and Successful Respondent will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Successful Respondent .
- 6) The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer of Publisher.

**9 Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.**

No exceptions have been agreed to by DIR and Successful Respondent.



This Contract is executed to be effective as of the date of last signature.

**Vintage Computer Brokers, Inc. dba Vintage IT Services**

**Authorized By:** Signature on File

**Name:** Steve Hanes

**Title:** Vice-President

**Date:** 03/24/2021

**The State of Texas, acting by and through the Department of Information Resources**

**Authorized By:** Signature on File

**Name:** Hershel Becker

**Title:** Chief Procurement Officer

**Date:** 03/29/2021

**Office of General Counsel:** Signature on File 03/26/2021