



STATE OF NORTH CAROLINA
DEPARTMENT OF INFORMATION TECHNOLOGY (DIT)

This contract *cannot* be accessed via NC E-Procurement @ Your Service.
See [Ordering Process](#) below.

NC Statewide IT Contract Number **208V – VIRTUAL SOFTWARE AND/OR SERVICES:
VMWARE MANUFACTURED PRODUCTS, SUPPORT /
MAINTENANCE, AND PROFESSIONAL SERVICES**

Bid / Solicitation Number ITS-008072 (400121)

Contract Award Type TERM: Use is Mandatory for Executive Branch State Agencies

Effective Dates 2015-Jun-25 through 2019-Sept-30
No renewal options

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SCOPE

The scope of this **Statewide IT Contract** is limited to the State’s normal, enterprise requirements for virtual software and/or services by purchase of **VMware branded or manufactured products, maintenance, support, and professional services**. Use of respective products and/or services is governed by the End-User-License Agreement (EULA), as applicable ([attached](#)). *NOTE:* VMware-branded products and services refer to the entire product and catalog-line as published by the manufacturer.

The award establishes a **TERM contract** pursuant to [09 N.C.A.C. 06 B.0701 \(b\)](#) between vendors and the State. **A Term contract’s USE IS MANDATORY for Executive Branch State Agencies**. Further, it may be used as a **Convenience Contract**, available to, but not mandatory for, non-State Agencies as permitted by law. Such entities include the North Carolina University System and its member campuses, Instructional components of the Department of Public Instruction (DPI), Instructional components of the North Carolina Community College System, as well as local (municipal and county) governments.

Agencies with the need to purchase other goods or services related to those referenced in this award but that are not included in-scope of this contract are required to follow the State of North Carolina IT procurement rules, consistent with [09 N.C.A.C. 06 A& B](#) and established procedures of the Office of Information Technology Services (OITS).

MANUFACTURER / PRODUCT PRICING

The manufacturer brand is VMWare. Available pricing from this Statewide IT Contract is based on a percentage-discount off the manufacturer's current list price (i.e., percentage discounted from list). Pricing for professional services is based on an hourly rate and/or pre-defined work bundles. See [Services](#) below.

SERVICES

Per above, support, maintenance, and professional services are in-scope for this contract award. Prices for professional services shall be based on the contracted hourly rates or predefined work bundles.

Contract services, other than those specifically identified as in-scope above, are **not** available from this contract. Other services may, however, be included as "Value Added" services with the vendor's offer to the Agency for its consideration in total-cost-of-ownership analysis and vendor selection. If the Purchasing Agency determines that such service(s) is/are needed when ordering from the selected-vendor, then those business need(s) should be referenced by the Agency as a "request for value-added services." These services should then be separately itemized and quoted by the selected vendor as "value-added/free-of-charge."

These additional, "value-added" services will be negotiated directly by the Purchasing Agency with the vendor in accordance with the terms of this contract and respective IT Policies and Procedures (see [Scope](#), above). The Agency is responsible for reviewing and amending as necessary the scope of work or description of those services, etc., prior to its final order placement with or purchase order issuance to the selected vendor.

Agencies may also contact contractors or vendors with a scope-of-work for any needed professional services, which are related to the *Scope* of this contract but not included, and request a quote strictly for its budgeting purposes. (Also note, [Agency Needs / Ordering](#), below.) However, per above, vendor-quotes for those services will not be valid for purchase from this contract – and are only available as "value-added services."

AGENCY NEEDS DETERMINATION

In an effort to assist the Purchasing Agency in determining its business needs and requirements and/or establishing an estimate for its cost: All Statewide IT contract-vendors are required, upon request, to provide the Purchasing Agency with catalogs, descriptive literature and/or web sites, along with the current list and net pricing information within two (2) business days from receipt of the request; such information shall be provided to the Agency at no charge.

Upon determination of a business need, the Purchasing Agency will establish its government estimate and follow its requisitioning process as applicable; it may request quote(s) from the selected-vendor throughout the effective period of this contract, on an as-needed basis, for the quantity required at the time ordered. (As a best-practice, a Purchasing Agency may also seek quote(s) from one or any number of vendors listed on this Statewide IT Contract. Vendor-selection shall be based on the offered-quote which best meets that Agency needs and available budget, including value-added services, delivery, warranty, maintenance, etc.)

The respective order will be issued directly to the Vendor or designated supplier/authorized dealer or subcontractor (as applicable) selected by the Purchasing Agency, consistent with the terms and conditions of this competitively bid, Statewide IT contract award.

MINIMUM ORDERS

There is NO minimum order requirement for any single use of this contract.

ABNORMAL QUANTITY

There is NO abnormal-quantity threshold requiring DIT-Statewide IT review or authorization of purchases from this contract.

CONTRACTOR (AND SUB-VENDOR) CONTACT AND PRODUCTS AND/OR SERVICES INFORMATION

Contractor	Authorized Contact Information	% Discount	Ordering and Reseller/Sub-Contractor's Contact Information
<p>(1) Carahsoft Technology Corp. (Authorized Reseller for VMWare branded / manufactured products and services)</p>	<p>Web Address: WWW.CARASOFT.COM</p> <p>Address: 12369 Sunrise Valley Drive Reston, VA 20191 Phone # (888) 662-2724</p> <p>Point of Contact: Tim Boltz, Senior Account Manager Tel: 703-230-7402 tim.boltz@carahsoft.com</p> <p>(or)</p> <p>Mohammed Hamididdin, Partner, Business Development Tel: 703-889-9759 Mobile: 703-967-7955 mohammed@carahsoft.com</p>	<p>Software Products:</p> <ul style="list-style-type: none"> • 4.5% - 48% <p>Services:</p> <ul style="list-style-type: none"> • Maintenance: 2.3% - 15% • Professional Services: 2.3% -23% • Training: 2.3% - 23% • Professional Services by Hourly Rates: \$155 - \$322 	<p>Authorized by Carahasoft: (State of NC 208V Contract)</p> <p>(01) Alphanumeric Systems, Inc. Kyle Worley kworley@alphanumeric.com 919-376-4563</p> <p>(02) CDW-G Yolonda Blomquist yaquilar@cdw.com 312-705-1990</p> <p>(03) Data Network Solutions (DNS) Buddy Davis BDavis@datanetworksolutions.com 803-932-9915</p> <p>(04) Dell Inc. Brianna Burnett North Carolina Account Executive Brianna_Burnett@dell.com 704-493-7804</p> <p>(05) Dimension Data North America, Inc. Jessie Pruitt Contract Administrator Jesse.pruitt@dimensiondata.com 704-973-2052</p> <p>(06) EITS (Enterprise IT Solutions. Inc.) Blake Tinsley tinsleyb@eits.com 803-222-3237</p> <p>(07) ePlus Technology, Inc. Matt Morrell 919-667-6541 MMorrell@EPLUS.com</p> <p>(08) Insight Public Sector Sean Phillips 480-409-6238 Sean.phillips@insight.com</p> <p>(09) Meridian IT Chad Morgan</p>

Contractor	Authorized Contact Information	% Discount	Ordering and Reseller/Sub-Contractor's Contact Information
			<p>cmorgan@onlinemeridian.com 919-522-7471</p> <p>(10) Presidio Shawn Alba 919-323-8081 salba@presidio.com</p> <p>(11) SHI (Software House International) Carly Higginbotham carly_higginbotham@shi.com 919-219-7355</p> <p>(12) TEAM ia John Lester W. Brian Yarborough support@teamia.com 803-730-7676</p> <p>(13) Veristore Systems, Inc. Mike Arnold mike.arnold@veristor.com 954-648-8501</p>
<p>(2) NWN Corp. (Authorized Reseller for VMWare branded / manufactured products and services)</p>	<p>Address: 860 Aviation Parkway, Suite 1000 Morrisville, NC 27560 Tele: 919-653-4400</p> <p>Point of Contact: James Welch, Senior Account Manager jwelch@nwnit.com Tele: 919-653-4461</p>	<p>Software Products:</p> <ul style="list-style-type: none"> • Government 9.5% - 26% (Tiers) • Academic 12.5% <p>Services:</p> <ul style="list-style-type: none"> • Academic & Government: 4.5% • Professional Services by Hourly Rates: \$135 - \$262.50 	<p>Contractor–assigned point of contact.</p>
<p>(3) Sirius Computer Solutions (formerly Varrow Inc.) (Authorized Reseller for VMWare branded / manufactured products and services)</p>	<p>Address: 116 N. West Street, Suite 270 Raleigh, NC 27603</p> <p>Point of Contact: John Zemonek, Account Executive John.Zemonek@siriuscom.com Tele: 919-819-5275</p>	<p>Software Products:</p> <ul style="list-style-type: none"> • Licensing: 15.8% <p>Services:</p> <ul style="list-style-type: none"> • New Support: 6.0% • Support Renewal: 5.25% • Professional Services by Hourly Rates: \$110 - \$175 	<p>Contractor–assigned point of contact.</p>

ORDERING PROCESS

This contract cannot be accessed via NC E-Procurement @ Your Service. Please contact the Contractor-authorized contact and follow directions as requested, to request a quote and/or place an order.

TAXES

Discounted prices reflected in this *Summary* do not include North Carolina sales or use taxes. The vendor's quote must separately itemize these costs. Note that effective July 1, 2004, Executive Branch State Agencies are exempt from sales and use tax on direct purchases of items, except electricity and telecommunications services subject to specific conditions. [N.C.G.S. §§105-164.29A](#), enacted by the North Carolina 2003 General Assembly, authorizes the Secretary of Revenue to issue an exemption number for sales and use taxes to State agencies, i.e. # 400047.

TRANSPORTATION CHARGES

FOB Destination: Equipment will be delivered to various locations within the State of North Carolina. Freight, handling and distribution charges shall be included in the total price of each listed item. Any additional charges included on the invoice shall not be honored for payment, unless authorized by change order. In cases where part(y)ies other than the Vendor ship materials against this order, the shipper must be instructed to show the purchase order number on all packages and shipping manifests to ensure proper identification and payment of invoices. Complete packing lists must also accompany each shipment.

DELIVERY

Vendor(s) will complete delivery thirty (30) consecutive calendar days after receipt of a Purchase Order, unless stated otherwise on the purchase order (or respective, executed SOW).

SERVICE PERFORMANCE

Vendors and/or service sub-contractors must utilize best efforts to resolve any potential service delivery problems in a timely fashion through the use of industry accepted methods, to include but not limited to, verbal problem analysis, remote diagnostics, etc. This requirement does not impose any additional duty on the State to make other than normal and good faith problem resolution efforts.

In the event that a product needs to be shipped out for repair or replacement, the contracted-vendor will provide shipping container (if required) and shipping instructions.

WARRANTY

Product Warranty provisions included in the *State of North Carolina General Terms and Conditions for IT Goods and Related Services* apply to orders from this contract.

RETURN OF MERCHANDISE

Vendor agrees to allow customer thirty (30) days from date of delivery to return unused equipment without penalty.

ATTACHMENTS

2014-06-25 VMware EULA – Executed

HISTORY

- 2015-07-01: Sirius Computer Solutions assigned for Varrow, Inc.
- 2015-06-24: Additional reseller updates for Carahsoft.
- 2015-06-01: State exercises Option 01 of 02 Options to renew contract agreement
- 2015-03-24: Reseller and additional contact information updated for Carahsoft.
- 2014-12-08: Resellers and additional contact information updated for Carahsoft.
- 2014-12-01: Web Summary updated to attach copy of EULA.
- 2014-10-01: Resellers and additional contact information updated for Carahsoft.
- 2014-09-10: Resellers and contact information updated for Carahsoft.
- See Page -1- Original Award Effective 2014-Jun-25 through 2015-Jun-24
renewal Options Award Includes Two-Options to Renew for 1-Year Each
(last renewal option end date 2017-Jun-30)
- 2016-01-13: Changed State Purchase Administrator
- 2016-04-12: Resellers and additional contact information updated for Carahsoft.
- 2016-06-30: Updated effective dates.
- 2016-07-12: Updated contact information for Sirius.
- 2016-09-26 Reseller and additional contact information updated for Carahsoft.
- 2017-04-04: Resellers and additional contact information updated for Carahsoft.
- 2017-06-29: Updated effective dates.
- 2018-04-10: Resellers and additional contact information updated for Carahsoft.
- 2018-06-28: Updated effective dates and contact information for Sirius.
- 2019-06-27: Extended expiration date to September 30, 2019