**SCOPE**

The scope of this **Statewide IT Contract** is limited to the State’s normal, enterprise requirements for virtual software, hardware, and/or services by purchase of **Citrix branded or manufactured products, and maintenance, support, and professional services**.

The award establishes a **TERM contract** pursuant to **09 N.C.A.C. 06 B.0701 (b)** between vendors and the State. **Use of term contracts 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.

This contract **does not include thin client hardware devices or peripherals**. (Thin Client Hardware Devices and Peripheral Components are available for purchase from Statewide IT Term Contract 204T.)

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 DIT.

**MANUFACTURER BRAND / PRICING**

The manufacturer brand is **Citrix**. Available pricing from this contract is based on a percentage-discount off the manufacturer’s current list price. Pricing for support services is based on an hourly rate and/or pre-defined work bundles.

2019-June-4
**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, as described.

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. 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. 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 amount.

**ABNORMAL QUANTITY ORDERS**

There is **NO** abnormal quantity requirement for this contract.

**CONTRACTOR/SUB-VENDOR CONTACT AND PRODUCT INFORMATION**

All known minority, physically handicapped or women contractors, including dealers, will be identified with an “M”, “H” or “W” as appropriate after their vendor number. This is being done in an effort to better recognize...
businesses owned and operated by these groups and to encourage and promote their use to the greatest extent permitted by law.

When more than one supplier is listed for a particular item, selection should be made whenever possible from any minorities, physically handicapped or women identified, consistent with agency needs and price:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Contact Information</th>
<th>% Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>IBM</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No longer on contract</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Prosys Information Systems</strong></td>
<td>Address: 1918 Annecy Drive&lt;br&gt;Matthews, NC 28105&lt;br&gt;Point of contact: Donna Neal, Account Representative <a href="mailto:Donna.Neal@prosys.com">Donna.Neal@prosys.com</a>&lt;br&gt;Office: 678-286-9046</td>
<td>Discount Range: 7.5% - 34%&lt;br&gt;• XenDesktop: 29%&lt;br&gt;• XenApp: 29%&lt;br&gt;• Netscaler: 18.5%&lt;br&gt;• XenMobile: 29%&lt;br&gt;• Trade-Ups: 7.5%&lt;br&gt;• Subscription-Based Products: 13.5%&lt;br&gt;• Premier Maintenance / Support: 13.5%&lt;br&gt;• Hourly Service Rates: $120 - $180</td>
</tr>
<tr>
<td><strong>Sirius Computer Solutions</strong></td>
<td>Address: 116 N. West Street, Suite 270&lt;br&gt;Raleigh, 27603&lt;br&gt;Point of Contact: Phyllis (PJ) Byrd Account Executive <a href="mailto:PJ.Byrd@siriuscom.com">PJ.Byrd@siriuscom.com</a>&lt;br&gt;210-369-0617</td>
<td>Discount Range 8.75% - 29.55%&lt;br&gt;• XenDesktop: 29.55%&lt;br&gt;• XenApp: 29.55%&lt;br&gt;• Netscaler: 19.15%&lt;br&gt;• XenMobile: 18.9%&lt;br&gt;• Trade-Ups: 8.75%&lt;br&gt;• Subscription-Based Products: 7.95%&lt;br&gt;• Premier Maintenance / Support: 13.95%&lt;br&gt;• Hourly Service Rates: $120 - $180</td>
</tr>
</tbody>
</table>

**ORDERING PROCESS**

Obtain quotes for the items needed from the listed vendor/resellers

2020 Sept 18
**TAXES**
Discounted prices as reflected in this Summary do not include North Carolina sales or use taxes. Taxes must be separately itemized on the vendor’s quotation. 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. # 400047c.

**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 party(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**
There are no attachments to this web-page contract summary.

**HISTORY**
- 2015-11-02: Contract Administrator updated
- 2015-06-24: Sirius / Varrow updated assignment and contact information.
- 2015-02-24: Varrow updated contact information.
- 2014-10-01: OITS updated Summary information.
- 2014-07-23: IBM updated point of contact information.
• 2016-07-12: Updated Sirius contact information.
• 2018-05-14: Extended contract end date to May 14, 2019.
• 2020-04-21: Extended contract end date to May 14, 2021.
• 2020-09-18: Change in Sirius Rep.

Original Award Effective Dates: 2014-May-15 through 2015-May-14 with an option to renew for an additional two (2) years in one (1) year increments