

All Entities ordering on this contract will be required to complete a Microsoft Enterprise Agreement.

The completion of a Microsoft Enterprise Agreement is a mandatory requirement. The contract Vendor will assist all Entities with the enrollment process.

208C – Microsoft Software Enterprise Agreement

Contract Number:	208C
Effective Date:	June 1, 2011 through May 31, 2014
Renewals:	Two (2) 1-year renewal options
Administrator:	Kristen Burnette
E-mail:	kristen.burnette@nc.gov
Phone/Fax:	919-754-6678

Scope

This contract is for the use of Executive Branch Agencies.

This is a **MANDATORY Statewide Term Contract** for the use of **State Governmental Agencies** and is a **Convenience** Contract, not mandatory, for the use of **non-Educational Entities and Local** (Municipal and County) **Governments**.

This contract does **NOT INCLUDE** the **North Carolina University System** and its member campuses, **Instructional components of the Department of Public Instruction, Instructional components of the Department of Community Colleges.**

State Agencies with the need to acquire Microsoft Software not covered by this contract are required to comply with IT Procurement Rules, Policies and Procedures.

Manufacturer Pricing

To obtain pricing, contact the Vendor(s) listed in the Ordering and Vendor Contact Information section.

Ordering and Vendor Contact Information

Vendor	
Dell Marketing L.P	<u>Send Orders To:</u> Dell Marketing L.P. (State Contract 208C) One Dell Way, RR8 MS-8706 Round Rock, TX 78682 Fed ID: 74-2616805 Fax: 800-433-9527 (continued next page)

Vendor	
<p>Dell Marketing L.P</p>	<p><u>Local Primary Representatives</u> Tracy Shatto (Inside Sales) Tracy_Shatto@Dell.com Phone: 800-289-3355, Ext. 724-9164 Fax: 512-283-0916</p> <p>Stowe Smith (Outside Sales) Stowe_Smith@Dell.com Phone: 803-548-4226</p> <p><u>Local Accounts Payable Representative</u> For Invoicing and Payment Questions Ryan Graft Ryan_Graft@Dell.com Phone: 800-274-7799, Ext. 513-9313 Fax: 512-283-4286</p>

Abnormal Quantity

There is no Abnormal Quantity provision for this contract.

Transportation Charges

FOB – Destination

Freight, handling and distribution charges shall be included in the total price of each item listed.

Delivery

The Vendor(s) will complete physical delivery within fourteen (14) consecutive calendar days after receipt of a Purchase Order.

As an alternative, if the end user wants the product delivered online, the Vendor(s) will complete online delivery within two (2) consecutive calendar days after receipt of a Purchase Order.

Return of Merchandise

Merchandise may be returned within ninety (90) days from date of delivery without penalty.

After ninety (90) days from date of delivery no returns are allowed.

Warranty

The Warranty provisions of the State of North Carolina and the Microsoft Enterprise Agreement apply.

Taxes

Prices do not include North Carolina sales or use taxes.

Value Added Services

Contract related value added services may be provided by the Vendor(s). These additional services will be negotiated by the Agency with the contract holder in accordance with IT Policies and Procedures. The Agency is responsible for reviewing and amending if necessary the scope of work, lease agreement, etc. prior to order placement.

Amendments:

September 6, 2006 – Changed Contract Administrator

May 8, 2009 – Updated the contract term

May 11, 2010 – Updated the contract term and Dell Contact Information

October 22, 2010 – Changed Contract Administrator

June 1, 2011 – Updated the contract term