

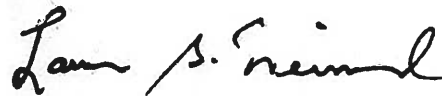
Resolution of the New Jersey School Board Association to
Competitively Contract for VMware products and Services

WHEREAS, the New Jersey School Boards Association (NJSBA) is a lead agency authorized to competitively contract for goods and services on behalf of its members, *N.J.S.A. 18A:6-45 et. seq.*; and

WHEREAS, the Executive Director of the New Jersey School Boards Association is authorized to transact the business of the Association and to enter into contracts on behalf of the Association (*NJSBA Bylaws Art. VIII Sec. 8*); and

WHEREAS, the Executive Director together with the Officers of the NJSBA resolved to offer VMware products and services to the Association's membership through a competitively contracted national distributor of said products and services pursuant to *N.J.S.A. 18A:18A-4.1 et. seq.*;


NOW THEREFORE BE IT RESOLVED, by the New Jersey School Boards Association that it will issue a Request for Proposals pursuant *N.J.S.A. 18A:18A-4.5* to competitively contract for enumerated proprietary computer software, etc., such products and services being offered by VMware through several national distributors.



Lawrence S. Feinsod, Ed.D.
Executive Director

Dated: August 3, 2015

Witness:


Cynthia J. Jahn, Esq.

Resolution of the New Jersey School Board Association to
Award Contract for VMware Products and Services

WHEREAS, the New Jersey School Boards Association (NJSBA) is a lead agency authorized to competitively contract for goods and services on behalf of its members, *N.J.S.A. 18A:6-45 et. seq.*; and

WHEREAS, the Executive Director of the New Jersey School Boards Association is authorized to transact the business of the Association and to enter into contracts on behalf of the Association (*NJSBA Bylaws Art. VIII Sec. 8*); and

WHEREAS, the Executive Director together with the Officers of the NJSBA resolved to offer VMware products and services to the Association's membership through a competitively contracted national distributor of said products and services pursuant to *N.J.S.A. 18A:18A-4.1 et. seq.*; and

WHEREAS, the Association issued a Request for Proposals to competitively contract for enumerated products and services as set forth in the RFP issued on August 10, 2015, and notice of said RFP having been published on August 10, 2015 in the *Newark Star Ledger* and on August 11, 2015 in NJSBA's *School Board Notes*; and

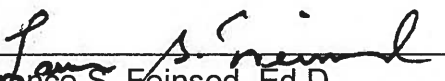
WHEREAS, the RFP was sent directly to the five nationally known distributors of the specified VMware products and services; and

WHEREAS, NJSBA received one competitive response to the RFP from Carahsoft Technology Corp. of Reston, Virginia; and

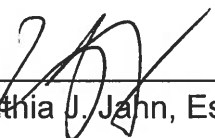
WHEREAS, NJSBA desires to enter into an agreement with Carahsoft pursuant to *N.J.S.A. 18A:18A-4.5e*;

NOW THEREFORE BE IT RESOLVED, by the New Jersey School Boards Association that it now awards the contract, executed this same date, to Carahsoft.

Dated: October 20, 2015


Lawrence S. Feinsod, Ed.D.
Executive Director

Witness:


Cynthia J. Jahn, Esq.

Carahsoft Aggregation Services Agreement

This Contract is entered into by and between New Jersey School Board Association (NJSBA) located at 413 West State Street Trenton, NJ 08618 and Carahsoft Technology Corporation (Aggregator), located at 1860 Michael Faraday Drive, Suite 100, Reston VA 20190.

NOW, THEREFORE, in exchange for the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Contract and Term.** This Contract sets forth the terms and conditions under which Aggregator will sell and distribute the Products and Services to End Customers. Terms used in this Contract shall have the meanings set forth below in Section 2, Definitions.

The term of this Contract shall be five (5) years commencing on the date executed by both parties.

2. **Definitions.** Terms used in this contract shall have the following meanings.

- A. "Customer" – A New Jersey School Board Association Member or Subscribing Partner that purchase or license Products or Services for its own internal use rather than for distribution or resale.
- B. "Manufacturer" – Each supplementary of VMware, Inc. and such other manufacturers as may be agreed to in writing by New Jersey School Board Association and Aggregator in amendments to this Contract signed by both parties.
- C. "Pricing Terms" – The Provider shall offer to provide VMware and AirWatch by VMware solutions to the Authorized Buyers in accordance with the pricing terms set forth in Exhibit A attached hereto (Pricing Terms). The Pricing Terms set forth in Exhibit A shall be available for a period of time not less than five (5) years from the Effective Date of this Agreement.
- D. "Purchase Order" – A document that NJSBA will issue each time it makes a payment for Services or Products, with or without a Statement of Work.

3. **Entire Agreement and Order of Precedence.** This Contract and all exhibits hereto constitute the entire agreement between the parties hereto and shall supersede any and all other agreements between the parties relating to the subject matter hereof. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then the Exhibits. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein, shall be binding or valid. This Contract shall not be changed, modified or altered in any manner except by an instrument in writing (a non-preprinted agreement expressly referencing this Contract and stating it is an

amendment or waiver hereto) executed by authorized representatives of both parties hereto.

- 4. Use of Resellers.** New Jersey School Board Association agrees to permit Aggregator to utilize Resellers so that sufficient resources are available to insure maximum service capability throughout the State of New Jersey. Such participation is subject to the following conditions:

- A. Designation of Resellers.** New Jersey School Board Association may designate Manufacturer-certified Resellers to purchase Products and Services under this Contract. At any time Aggregator and New Jersey School Board Association reserve the right to rescind any such participation of a Reseller, and Aggregator may request that New Jersey School Board Association name additional Resellers should Aggregator reasonably determine it is in the best interest of NJSBA.

NJSBA shall have the right to qualify Resellers and their participation as fulfillment agents under this contract provided that: (i) such criteria are uniformly applied to all potential Resellers based upon Manufacturer-established, neutrally-applied commercial/governmental program criteria, and not to a particular procurement; and (ii) all general categories of criteria are fully covered by participating Resellers to meet the needs of customers.

All Resellers who have been certified by a Manufacturer and approved by NJSBA and the Aggregator in accordance with the foregoing paragraph shall be eligible to quote pricing for procurements of Products and Services of such Manufacturer under this Contract, which meet the Customer's qualifying criteria.

All Resellers must agree to provide procurement support as requested by the Customer.

Resellers are required to complete a Partner Agreement with the Aggregator that is referenced in Exhibit B.

- B. Changes in Reseller List.** Aggregator may add and/or delete Resellers throughout the terms of the Contract. However, the participating Resellers must be certified by the appropriate Manufacturer and must geographically provide adequate coverage to the entire State.
- C. Responsibility for Certified Reseller Performance and Reporting.** Reseller shall be fully liable for Reseller's performance and compliance with all Contract terms and conditions herein. Aggregator shall be responsible for reporting all Products and Services purchased through Resellers, as well as for Aggregator's performance of this Agreement.
- D. Available Products and Services.** Products and services ordered directly through Resellers shall be limited to the following:
1. VMware Desktop as a Service (DaaS)
 2. VMware Disaster Recovery as a Service (DRaaS)
 3. VMware vCloud Air

4. VMware Government Cloud Service
5. VMware Professional Services (SKU Based)
6. VMware Professional Services (Not to Exceed Hourly Rates)
7. VMware AirWatch
 - Perpetual License
 - Term/Subscription License
 - Maintenance (SnS)
 - Training/Professional Service

5. Order Processing, Sales Reporting and Payments.

- A. Order Processing.** Purchase Orders shall be effective and binding upon the Aggregator's acceptance of the Purchase Order prior to the termination of the Contract period. Such acceptance shall not be unreasonably withheld or delayed.

Upon fulfillment of an order, the Aggregator shall submit invoices directly to the Reseller or Customer. All payments for products and/or services purchased under this Contract and any provision of acceptance of such products and/or services are made to the Aggregator by the Reseller or Customer. Payment terms on such invoices shall be net thirty (30) days from date of invoice.

Invoices from Aggregator to Reseller or Customer shall be timely and accurate. Each invoice shall match Reseller or Customer's Purchase Order and includes any written changes that may apply, as it relates to products, prices and quantities, as well as the Reseller or Customer's Purchase Order number or other pertinent information for verification of receipt of the order.

- B. Sales Reports.** Aggregator shall electronically provide to NJSBA detailed reports of all sales under this Contract in the format required by NJSBA. These reports are due on a calendar-quarter no later than the twenty-fifth (25th) day following the close of the quarter. Such report shall include all sales under this Contract to Resellers or Customers. The report shall also include the participating individual Reseller's or Customer's name, sales for the period, order date, ship date, quantity, unit price, extended price, product part number, and Customer Purchase Order number, and such other information as required by NJSBA, an example of which is attached as Exhibit C.
- C.** Payment terms on such invoices shall be net thirty (30) days from date of invoice.

- 6. Reporting.** Aggregator shall be responsible for reporting to NJSBA all Products and Services purchased through Resellers or Customers under this Contract.

- 7. Administrative Fees.** An administrative fee of (2%) two percent shall be paid by Aggregator to NJSBA to defray the NJSBA costs of negotiating, executing, and administering the Contract. Payment of the administrative fee shall be due on the fifteenth (15th) calendar day after the close of the previous month period. NJSBA may change the amount of the administrative fee upon sixty (60) calendar days written notice to Aggregator without the need for a formal Contract amendment. Aggregator

shall reference the NJSBA Contract number, reporting period, and administrative fee amount on any remittance instruments.

The administrative fee will be reviewed by the parties prior to implementation of the aggregation and inventory program in New Jersey and will be increased accordingly. NJSBA will work with the Aggregator to assist the membership to adopt formal resolutions or Letters of Intent (LOI) to join the program, or Cooperative Pricing System (CPS), to be offered in New Jersey. Exhibit D.

Additionally, the administrative fees associated with the national contract program (paragraph 8) will be indecently negotiated prior to implementation of program as set forth below and will become an addendum to this contract.

8. Extending Contract Awards to Other States (“National Contract”)

Although NJSBA is specifically bidding for New Jersey, it is NJSBA’s intent to allow for Local Education Agencies (LEAs) from other states to purchase from the NJSBA contract (“national contract”). It is NJSBA’s plan to make these contracts available to any Customers that meet the following conditions:

- The Customer is an eligible NJSBA member or is a K-12 buying entity that resides in a State which has been approved by NJSBA to utilize the contract
- The NJSBA Contracts meet the Customers bidding requirements and are judged to be a good value by the customer;
- The Reseller is willing to extend its NJSBA bid prices and Contract terms to Customers in the Customer’s state; and
- The order is processed according to NJSBA ordering procedures.

Resellers interested in selling to Customers in states with national contract provisions or permissible procurement statutes using NJSBA’s national contract should inform NJSBA of the States it wishes to sell to through the national contract. NJSBA has the right to review and approve of these requests via a written authorization to the Bidder. Once NJSBA has authorized the Reseller in this fashion, the Reseller will have authority to use the national contract in these approved states.

All NJSBA Terms and Conditions shall apply to states using the NJSBA national contract. If a Reseller has been approved to sell to a state and meets all other contract requirements, that Reseller will be the Reseller whose prices are posted on or within the NJSBA websites for that specific state. Where there is a different award in New Jersey for the same product line, the Reseller with the lowest pricing determined by NJSBA’s market basket procedure will enjoy the benefit of NJSBA web posting for all other states the Bidder has opted to extend their NJSBA Contract pricing to.

Each Reseller must adhere to the NJSBA Terms and Conditions for all transactions through the program, regardless of customer’s state. Please be advised that any of the listed states may have further language or conditions listed with this national contract that clarifies the ability of Customers to purchase from NJSBA’s national contract. Terms and conditions specific to a state may be listed in an addendum and pertain only to the individual states listed. Other state-specific terms and conditions may be determined added as an addendum to the Reseller Agreement. Only Contracts held by Resellers willing to adhere to these additional state-specific terms and conditions will be listed as available in that state. The

state-specific terms and conditions must be adhered to in addition to the NJSBA Terms and Conditions.

When state-specific terms and conditions differ from the NJSBA Terms and Conditions, the state-specific terms and conditions shall prevail with regard to the relationship between the Reseller and the applicable LEA. The absence of any state-specific terms and conditions should not be construed as tacit approval by the state for purchases through the NJSBA program.

Adherence to other state-specific terms and conditions listed only applies if a Bidder has agreed to extend its NJSBA Contract to Customers in that specific state.

9. Termination.

A. Termination for Convenience. Aggregator may terminate this Contract, at will, at any time, with or without cause, by written notice to NJSBA given not less than sixty (60) days prior to the effective date of such notice. After the first six (6) months, NJSBA may terminate this Contract with thirty (30) days written notice to Aggregator.

B. Termination for Cause. Either party shall have the right to terminate this Contract for cause if the other party:

1. Fails to perform any material term or condition of this Contract, and does not remedy the failure within thirty (30) days after receipt of written notice of such default given by the non-defaulting party; or
2. Becomes insolvent, files or has filed against it a petition under applicable bankruptcy or insolvency laws, proposes any dissolution, composition or financial reorganization with creditors, makes an assignment for the benefit of creditors, or if a receiver, trustee, custodian or similar agent is appointed or takes possession with respect to any property or business of the defaulting party.

C. Obligations upon Termination or Expiration. The termination or expiration of this Contract shall in no way relieve either party from its obligations to pay the other party any sums accrued hereunder prior to such termination or expiration

10. Force Majeure. Neither party shall be liable to the other for any alleged loss or damages resulting from the delivery or warranty of the Products, or performance of Services being delayed by acts of Aggregator or Customer, acts of civil or military authority, governmental priorities, fire, floods, earthquakes, epidemics, quarantine, energy crises, strikes, labor trouble, terrorism, war, riots, accidents, shortages, delays in transportation, or any other causes beyond the reasonable control of the Aggregator.

11. Limitation of Liability. Aggregator's total cumulative liability in connection with this agreement and the software for any claim of any kind, shall in no case exceed the amount paid by NJSBA to Aggregaotr for the supplier products and demo software in the twelve (12) months prior to the claim.

The Aggregator shall be responsible for any damages or personal injury caused by the negligent acts or omissions to act by, or intentional misconduct of, its officers, employees or agents. The Aggregator agrees to indemnify and hold harmless NJSBA and the Customers from and against any claims, demands, liabilities, damages, costs, expenses and fees (including reasonable attorneys' fees) resulting from any act or omission to act on the part of the Aggregator and/or its agents, servants and employees in the performance of this Contract. NJSBA and/or the Customer shall promptly notify the Aggregator of any such claims.

12. **Non-solicitation.** Both parties agree that during the existence of the Agreement and for a period of twelve (12) months thereafter, neither party shall solicit, entice away, endeavor to employ or employ any employee or other representative of the other party without giving its written consent thereto.
13. **Choice of Law and Venue.** The laws of the State of New Jersey shall govern the construction and interpretation of this Contract, and venue in any action to enforce the Contract shall be in the federal or state courts located in the State of New Jersey. Nothing herein shall be construed to waive the State's sovereign immunity.
14. **Equal Opportunity Employer.** The Aggregator must maintain the status of an Equal Opportunity Employer, a provider of services and/or assistance, and in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended, and Executive Orders 11246 and 11375.
15. **Americans with Disabilities Act.** The Aggregator must comply with the Americans with Disabilities Act of 1990 (Public Law 101-336) and all amendments and requirements imposed by the regulations issued pursuant to this Act.
16. **Federal, State and Local Taxes, Licenses and Permits.** The Aggregator shall comply with all applicable laws and regulations on taxes, licenses and permits.
17. **Liens.** The Aggregator shall keep NJSBA, Customers and all Products and Services free and clear from all liens asserted by any person or firm for any reason arising from the furnishing of services or materials by or to the Aggregator.
18. **Survival.** The sections of this Contract which by their essential purpose shall survive any expiration or termination, will survive such expiration or termination.
19. **Waiver.** A waiver by either party of any default, or of any of the terms and conditions of this Contract shall not be deemed to be a waiver of any other default or of any other term or condition. Either party's exercise of any right or remedy provided in this Contract shall be without prejudice to its right to exercise any other right or remedy.
20. **Severability.** In the event any provision of this Contract shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the obligations of the parties shall remain in full force and effect and the rights of the parties shall not in any way be affected or impaired thereby.
21. **Assignment.** This Contract and the licenses granted hereunder are personal to Aggregator. No party shall assign, sublicense or transfer this Contract or any of the licenses without prior written approval of the other applicable party; such approval

shall not be unreasonably withheld. Any attempt to assign without prior written approval will be void.

- 22. Independent Contractors.** Both parties are acting solely as independent contractors and not as an agent of the other party. Consultants and independent contractors furnished by the respective parties shall be solely the employees or agents of such parties, respectively, and shall be under the sole and exclusive direction and control of such parties. They shall not be considered employees of the other party for any purpose.
- 23. Non-Exclusivity.** For the duration of the contractual agreement, Aggregator will retain the right to utilize the services of other vendors, including in-house resources, for projects not assigned to the Manufacturer or NJSBA.
- 24. Access to Records.** Aggregator shall maintain all fiscal records and any other records relating to this Contract in such a manner as to clearly document the Aggregator performance hereunder. NJSBA or any of its duly authorized representatives shall have access to any books, documents, papers and records of the Aggregator which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions to ensure with Aggregator's compliance with the provisions hereof.
- 25. Terms.** To the extent the terms and conditions herein are inconsistent with the requirements of the published RFP, the RFP requirements shall be enforced.

IN WITNESS WHEREOF, the authorized representatives of the parties therefore hereby execute their mutual agreement to the terms of this Contract. This Contract shall be executed and shall be a binding Contract between the parties.

Carahsoft Technology Corporation	NJSBA
By: <i>Ellen Lord</i>	By: <i>[Signature]</i>
Name: Ellen Lord	Name: Dr. Lawrence S. Feinsod
Title: Contracts Manager	Title: Executive Director
Date: 10-20-15	Date: <i>10-20-15</i>

Exhibit A
Pricing Terms

The discounting is based off of the then current Academic List Pricing.

PRODUCT	PERCENTAGE OF DISCOUNT (Off MSRP)										
1. VMware Desktop as a Service (DaaS)	4%										
2. VMware Disaster Recovery as a Service (DRaaS)	4%										
3. VMware vCloud Air	4%										
4. VMware Government Cloud Service	7%										
5. SPP (Credits to procure vCloud Air)	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Tiers</th> <th style="text-align: center;">Discount off Quantity 1</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">T1</td> <td style="text-align: center;">2%</td> </tr> <tr> <td style="text-align: center;">T2</td> <td style="text-align: center;">4%</td> </tr> <tr> <td style="text-align: center;">T3</td> <td style="text-align: center;">5%</td> </tr> <tr> <td style="text-align: center;">T4</td> <td style="text-align: center;">6%</td> </tr> </tbody> </table>	Tiers	Discount off Quantity 1	T1	2%	T2	4%	T3	5%	T4	6%
Tiers	Discount off Quantity 1										
T1	2%										
T2	4%										
T3	5%										
T4	6%										
6. VMware Professional Services (SKU Based)	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Tiers</th> <th style="text-align: center;">Discount off Quantity 1</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">T1</td> <td style="text-align: center;">2%</td> </tr> <tr> <td style="text-align: center;">T2</td> <td style="text-align: center;">12%</td> </tr> <tr> <td style="text-align: center;">T3</td> <td style="text-align: center;">17%</td> </tr> <tr> <td style="text-align: center;">T4</td> <td style="text-align: center;">22%</td> </tr> </tbody> </table>	Tiers	Discount off Quantity 1	T1	2%	T2	12%	T3	17%	T4	22%
Tiers	Discount off Quantity 1										
T1	2%										
T2	12%										
T3	17%										
T4	22%										
7. VMware Professional Services (Not to Exceed Hourly Rates)	Professional Services by Hourly Rates: \$155.00-\$322.00										
8. VMware Air Watch	2-6%										
a. Perpetual License	6%										
b. Term/Subscription License	4%										
c. Maintenance (SnS)	2%										
d. Training/Professional Service	2%										

Exhibit B
Partner Agreement
NJSBA Contract Reseller Agreement

Agreement # _____

This New Jersey School Board's Association (NJSBA) Contract Reseller Agreement ("CRA") is made between Carahsoft Technology Corp. with its offices at 1860 Michael Faraday Dr., Suite 100, Reston, Virginia 20190 (Carahsoft) and _____, with its primary offices at _____ (Reseller).

Under this CRA, Carahsoft agrees to allow Reseller to place orders against its NJSBA Contract subject to the terms and conditions herein.

This CRA applies to all VMware Subscription, PSO, and AirWatch by VMware offered under the NJSBA Contract.

The Term of this CRA shall be twelve (12) months from the effective date of this CRA and shall renew for subsequent twelve (12) month periods unless terminated by either party. Either party may terminate this agreement, at will, at any time, with or without cause, by written notice given to the other not less than thirty (30) days prior to the effective date of such notice.

Both parties are performing this CRA as independent contractors. Nothing in this CRA shall be construed to create the relationship of principal and Reseller between Carahsoft and Reseller. Neither party shall act or attempt to act or represent itself directly or by implication, as a Reseller of the other or in any manner assume or create any obligation on behalf of or in the name of the other. Reseller will act as the Prime Contractor; perform all administrative, reporting, invoicing and program management activities required by the CRA order(s). Reseller may name Carahsoft as a partner for opportunities. This CRA will not obligate Carahsoft in any way other than for the purposes stated herein.

Carahsoft may terminate this CRA immediately in the event that Reseller should fail to perform any obligation, duty or responsibility imposed under Carahsoft's NJSBA Contract or terms set forth in this CRA. In consideration of appointment as a Reseller under Carahsoft's NJSBA Contract, Reseller agrees to the following:

- a. Comply with the same terms and conditions regarding prices as Carahsoft's NJSBA Contract for sales made under the NJSBA Contract;
- b. Product/s covered by this CRA shall be purchased through Carahsoft only;
- c. Be subject to audit by the NJSBA, with respect to sales made under the NJSBA Contract;
- d. Notify Carahsoft immediately of any contractual problems associated with any ordering entity that involves the NJSBA Contract;
- e. For sales under the NJSBA Contract, any price variations higher than the current Contract Price must be approved by Carahsoft in writing;
- f. Reseller agrees to permit Carahsoft, upon thirty (30) days prior written notice, to conduct an annual review of its activities as they relate to this Agreement. The review shall focus on sales activities related to the Products. Information to be reviewed shall include, at a minimum, sales records, purchase orders, invoices, payment receipts, and related notes, emails or letters. Carahsoft may conduct an annual review of Reseller at its own expense and in a manner to ensure the minimum disturbance to Reseller's business as practicable. In the event a discrepancy in excess of 5% of reported sales is discovered during the course of the annual review, an additional review may be required. Reviews beyond the annual review shall be performed at Reseller's expense and may include reasonable professional fees for professional auditors, accountants or legal professionals.
- g. A Report of Sales shall be submitted to Carahsoft five (5) days following the completion of the monthly reporting period. \$0 sales reports are also required. Items sold through open market or non-contract vehicles to customers must be clearly identified as such on the report. The report shall be submitted containing the following information as shown in Att. A. Reports shall be submitted to: ResellerReports@carahsoft.com

- | | |
|--|---|
| (1) The date of sale, | (6) The price at which it was sold, |
| (2) The customer name to which the sale was made, | (7) Your PO Number to us, and |
| (3) The customer's P.O Number, | (8) All other significant sales order data. |
| (4) The product/model sold-part # and description, | |
| (5) The quantity of each product/model sold, | |

- h. Additional requirements are set forth in Exhibit C

The Reseller hereby certifies that its participation in the performance of the NJSBA Contract will be in accordance with all terms, conditions, and prices of the NJSBA Contract.

Carahsoft Technology Corp	Reseller
Name: Ellen Lord	Name:
Title: Contracts Manager	Title:
Signature:	Signature:
Date:	Date:

Attachment B
Company Information

COMPANY INFORMATION (If already on file with Carahsoft, only fill POC info)				
Company Name:				
Address:				
City, State & Zip:				
Main Phone #:			D&B #:	
Business Type:			# of Employees:	
Tax ID #:				
Ownership:		<input type="checkbox"/>		Date Business Established:
<input type="checkbox"/> Partnership		Proprietorship		
		<input type="checkbox"/> Corporation		
CONTACT INFORMATION				
	Name	Phone Number	Fax Number	E-mail Address
Billing				
Sales				
Contracts/Reports				

Attachment C
VMWARE – CRA Reseller Program Requirements

Reseller must meet the then-current VMware/Carahsoft CRA Contract partner qualifications including:

1. Have current authorization from VMware at the required Partner category levels.
 - a. Meet Premier or Enterprise Partner classifications as described in the VMware Partner Network
 - b. Successfully complete both the VMware Hybrid Cloud Competency and the VMware Mobility Management Competency
2. Submit a minimum of 3 Approved Deal Registrations per twelve (12) month period.
3. Have no less than \$50,000 in sales of VMware perpetual licensing per twelve (12) month period:
 - a. If \$50,000.00 is not closed in a twelve (12) month period, \$25,000.00 must be closed in the following quarter.
4. Have scheduled at least 1 in person meetings for every six (6) month period for VMware field AE and/or Field SE to co-present, set up POC's, or Demo VMware's solutions.
5. Have executed on at least one (1) VMware demand generation activities in every six (6) month period

Resellers must have and maintain the following to continue to be an ordering point on the CRA contract,

- 1) Agree to quote on behalf of the CRA only upon receipt of an authorized and active cost quote from Carahsoft for each unique opportunity.
- 2) Have and executed an approved NJSBA Marketing Plan with Carahsoft/VMware and hold reviews on a quarterly basis.
- 3) Meet monthly sales & forecast reporting requirements with Carahsoft/VMware.
- 4) Provide procurement support as requested by the Customer
- 5) All orders must be paid NET thirty (30) Payment Terms, on approved credit from Carahsoft.
- 6) Agree to and maintain the aforementioned sales, marketing, and revenue goals for procurements under CRA. This goal can be negotiated between Carahsoft and Reseller with input from Reseller's VMware Public Sector Channel Manager within thirty (30) days. This goal will be reviewed based on a six (6) month period of performance based on the effective date of this agreement. Should Reseller not meet the agreed upon goals, Carahsoft will notify and require Reseller to submit a cure plan within thirty (30) days of notification.
- 7) For purposes of sales to New Jersey LEAs, the Reseller must maintain a New Jersey Business Registration Certification.

Exhibit C
NJSBA Sample Bookings Report Open Forecast

Sent as separate attachment

Exhibit D

REQUEST FOR REGISTRATION OR MODIFICATION OF A COOPERATIVE PRICING SYSTEM, JOINT PURCHASING SYSTEM OR REGIONAL COOPERATIVE PURCHASING SYSTEM
(COOPERATIVE PURCHASING FORM CP-2001)

Return completed Form with all documentation to:
Cooperative Purchasing
Division of Local Government Services
PO Box 803
Trenton NJ 08625-0803
Attn: Co-op

CONDITION
To the extent that bids may have been received or a contract may have been awarded by an unregistered Cooperative Purchasing System without it first having obtained the requisite approval from the Division pursuant to N.J.A.C. 5:34-7.1 et seq., the Division is not in a position to address or resolve any legal questions which may exist as a result of such circumstances.

SYSTEM TYPE

Cooperative Pricing System
 Joint Purchasing System
 Regional Cooperative Pricing System

SYSTEM IDENTIFICATION

System Name: _____ **Identifier** _____

A t t a c h	<input type="checkbox"/> System Registration	<input type="checkbox"/> Add/Delete Member(s)	<input type="checkbox"/> Renew Registration	<input type="checkbox"/> Other (Check Below)
	<input type="checkbox"/> Lead Agency Resolution <input type="checkbox"/> Member Resolution(s)	<input type="checkbox"/> New Member Resolution(s) <input type="checkbox"/> Lead / Member Agreement(s)	<input type="checkbox"/> Lead Agency Resolution <input type="checkbox"/> List of Current Members	<input type="checkbox"/> Change Lead Agency <input type="checkbox"/> Add/Delete Commodity <input type="checkbox"/> Change Address

DETAILS (Identify changes in: membership, commodities purchased or other information as appropriate)

This is to certify that the requirements of N.J.S.A. 40A:11-1 et seq. or N.J.S.A. 18A:18A-1 et seq., as appropriate, and N.J.A.C. 5:34-7.1 et seq. are understood and the System is in compliance with them.

Signature:	_____	E-mail Address:	_____
Name:	_____	Phone:	_____
Title:	_____	Date:	_____

Official Use:

Approved:

Disapproved:

Materials Complete:

Effective Date:

System Expiration: