



## Idaho Division of Purchasing

### Participating Addendum

**Purchase Order Name:** Data Communications Products and Services 20-21  
**Contract Number:** PADD15200182  
**Contract Value:** 275,000.00 USD  
**Purchase Order Date:** 5/15/2020  
**Service Start Date:** 6/1/2020 12:00 AM  
**Service End Date:** 5/31/2021 11:59 PM  
**Submitted By:** Jason Urquhart

### Instructions

PADD15200182, Data Communications Products and Services for various State of Idaho Agencies, Institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327 (the "Contract") is renewed for an additional period of time, as provided above. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. Contractor's signed renewal letter is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

NO OTHER CHANGES NOTED.

ESTIMATED VALUE OF THIS AMENDMENT (FOR A FULL YEAR, IF THE RENEWAL PERIOD LASTS A FULL YEAR\*): \$275,000.00

\* Language in the renewal letter regarding this renewal period reads "...a period of One (1) Year or until new contracts for Data Communications Products and Services are put in place, whichever comes first. The contract renewal period is June 1, 2020 to May 31, 2021 or until new contracts for Data Communications Products and Services are put in place, whichever comes first."

Contract Type: Open

Public Agency Clause: Yes

Contractor Contact: Roxanne Bieniek



Phone: 603-312-8350

E-mail: rbieniek@juniper.net

**Supplier**

JUNIPER NETWORKS, INC.  
1194 N. Mathilda Ave  
Sunnyvale, CA 64108

**Shipping Details**

**Ship FOB:**

Destination, Prepaid

**Phone:** +1 603-312-8350

**Email:** rbieniek@juniper.net

**Bill To Address**

DOP - Various State Agencies  
State of Idaho  
Various Locations  
See Below for  
Details on Specific  
Locations  
Various, Idaho 83702

**Ship To Address**

DOP - Various State Agencies  
State of Idaho  
Various  
Locations  
See  
Below for  
Details  
on  
Specific  
Locations  
Various, Idaho 83702

**Phone:** 208-327-7465

**Fax:** 208-327-7320

**Email:** purchasing@adm.idaho.gov

**Mail Stop:** DOP - Various Locations

**Phone:** 208-327-7465

**Fax:** 208-327-7320

**Email:** purchasing@adm.idaho.gov

**Mail Stop:** DOP - Various Locations

**Payment Details**

**Payment Terms:** Net 30

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**Special Instructions:**

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**Internal Comments:**

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**Signature:** Jason Urquhart

Jason R.  
Urquhart

**Signed By:** \_\_\_\_\_

Digitally signed by  
Jason R. Urquhart  
Date: 2020.05.15  
13:01:18 -06'00'



## STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 4

CONTRACT #: AR229

Starting Date: 6/1/2014

Renewed Expiration Date: 5/31/2021

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and Juniper Networks (US), Inc. (Referred to as CONTRACTOR).

### BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

The current expiration on this Master Agreement is May 31, 2020. Unprecedented circumstances with the spread and precautions of COVID-19 have caused significant challenges and delays for both Contractors and Participating States seeking to transition from Contractor's current Data Communications Master Agreement before it expires on May 31, 2020.

In consideration of such unprecedented circumstances, this Agreement is renewed for a 1-year term as prescribed in solicitation # JP14001. Upon the Effective Date, this Agreement will now expire May 31, 2021.

The purpose of this 1-year renewal is intended to give Contractors and Participating States more time to transition from Contractor's current, expiring Data Communications Agreement. Accordingly, starting June 1, 2020 no new Participating Addendums (PAs) may be executed under this current Agreement. However, existing PAs may continue to be used under the current Agreement until the Agreement expires on May 31, 2021.

Effective Date of Amendment: 4/1/2020

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

### CONTRACTOR

### STATE OF UTAH

DocuSigned by:  
  
 4D96F32B90D348D...  
 Contractor's Signature \_\_\_\_\_

March 25, 2020

Date



Mar 26, 2020

Director, State of Utah Division of Purchasing \_\_\_\_\_  
 Date

Sabiha Chunawala

Contractor's Name (Print)

Vice President & Deputy General Counsel

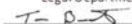
Title (Print)

### For Division of Purchasing Internal Use

Purchasing Agent	Phone #	E-mail Address	Contract #
Solomon Kingston	801-538-3228	skingston@utah.gov	AR229

Juniper Networks, Inc.

Legal Department



Approved As To Form

Tim Duntley

MA-OB-00381-2020



**BRAD LITTLE**  
Governor  
**D. KEITH REYNOLDS**  
Director  
**STEVE BAILEY**  
Administrator

# State of Idaho

## Department of Administration

### Division of Purchasing

304 N 8<sup>th</sup> Street, Rm 403 (83702)  
P. O. Box 83720  
Boise, ID 83720-0075  
Telephone (208) 327-7465  
Fax: 208-327-7320  
<http://purchasing.idaho.gov>

April 20, 2020

Juniper Networks, Inc.  
Attn : Roxanne Bieniek

VIA E-MAIL TRANSMISSION  
rbieniek@juniper.net

RE: Renewal of Contract PADD15200182, a Contract for Data Communications Products and Services for the various State of Idaho Agencies, Institutions, and Departments; Expiring 5/31/2020

The State of Idaho would like to renew the above referenced contract for a period of One (1) Year or until new contracts for Data Communications Products and Services are put in place, whichever comes first. The contract renewal period is June 1, 2020 to May 31, 2021 or until new contracts for Data Communications Products and Services are put in place, whichever comes first. The same terms and conditions prevail for the contract renewal period, except as expressly modified herein.

If the terms of this renewal letter are acceptable to your company, please sign below and mail, fax (208.327.7320) or e-mail ([purchasing@adm.idaho.gov](mailto:purchasing@adm.idaho.gov)) to the Division of Purchasing. If you need to update the contact information for this contract, please do so below. Please update your IPRO profile as well, if necessary, in order to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

**Jason R.  
Urquhart**

Jason Urquhart  
Idaho Division of Purchasing

Digitally signed by  
Jason R. Urquhart  
Date: 2020.04.20  
06:34:53 -06'00'

Contractor agrees to the terms detailed above:

COMPANY: Juniper Networks (US), Inc.

BY:

DocuSigned by:

C382F (Signature)

Kenneth Niven

(Printed Name)

DATE:

April 28, 2020

UPDATED CONTACT INFORMATION for PADD15200182:

Juniper Networks, Inc.  
Legal Department  
  
Approved As To Form  
Tim Danting

Contact Name	
Title	
Address	
Phone	
Fax	
E-mail	

## IDAHO

State of Idaho

CHANGE ORDER - 01  
PLEASE DO NOT DUPLICATE THIS ORDER.

## Change Order Summary

**Purchase Order Number:** PADD15200182  
**Account Number:** AC-1  
**Revision Number:** 01  
**Change Order Date:** May 14, 2019  
**Service Start Date:** June 1, 2019  
**Service End Date:** May 31, 2020  
**Payment Method:** Invoice  
**Payment Terms:** No Payment Terms specified  
**Currency:** USD  
**FOB Instruction:** Destination  
**Attachment(s):** [ChangeLog.htm](#) :Purchase Order Change

## Supplier

Craig Freeman  
 JUNIPER NETWORKS, INC.  
 1194 N. Mathilda Ave  
 Sunnyvale, CA 94089-0000  
 Phone: 503-702-9040  
 Fax: 503-231-1294  
 Email: canderson@juniper.net

## Buyer Contact

Jory Lindstrom  
 Tel: 208-332-1609  
 gregory.lindstrom@adm.idaho.gov

Contract Number:

## Bill To Address

DOP - Prog Mgr  
 Dept of Administration  
 Division of Purchasing  
 304 N 8th Street Rm 403  
 PO Box 83720  
 Boise, Idaho 83720  
 Phone: 208-332-1600  
 Fax: 208-327-7320  
 Email: purchasing@adm.idaho.gov  
 Mail Stop: DOP Program Manager

## Ship To Address

DOP - Prog Mgr  
 Dept of Administration  
 Division of Purchasing  
 304 N 8th Street Rm 403  
 PO Box 83720  
 Boise, Idaho 83720  
 Phone: 208-332-1600  
 Fax: 208-327-7320  
 Email: purchasing@adm.idaho.gov  
 Mail Stop: DOP Program Manager

## Instructions

STATE OF IDAHO DIVISION OF PURCHASING CONTRACT RENEWAL.

EFFECTIVE DATE: JUNE 1, 2019.

Contract Change Order Number PADD15200182-01.

DATA COMMUNICATIONS PRODUCTS AND SERVICES.

THIS PARTICIPATING ADDENDUM (PADD) RENEWAL is between JUNIPER NETWORKS, INC. as "Contractor", and the STATE OF IDAHO as "State", including any files attached. This renewal is in accordance with ValuePoint contract AR229 which was renewed by the State of Utah effective March 1, 2019 for one (1) year as prescribed in Utah solicitation JP14001. AR229 will now expire May 31, 2020.

This PADD is for services as needed for the benefit of STATE OF IDAHO AGENCIES, INSTITUTIONS, AND DEPARTMENTS; AND, ELIGIBLE POLITICAL SUBDIVISIONS OR PUBLIC AGENCIES AS DEFINED BY IDAHO CODE § 67-2327, OR OTHER AUTHORIZED ENTITIES. The amount listed is an estimate and not guaranteed. The ordering agency will be responsible for all ordering and payment for all hardware and services procured under the PADD, and all activities associated with the purchase.

DO NOT MAIL, EMAIL, OR FORWARD INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

## CONTRACTOR'S PRIMARY CONTACT

- Roxanne Bieniek
- Business Development, SLED
- Juniper Networks, Inc.
- 1194 N. Mathilda Ave
- Sunnyvale, CA 94089-0000
- 978-589-0636
- 603\*312\*8350 (cell)
- rbieniek@juniper.net

## STATE DIVISION OF PURCHASING CONTRACT MANAGEMENT &amp; ADMINISTRATION

- Jory Lindström, CPPO, CPPB
- Information Technology Purchasing Officer
- 304 N 8th Street, Rm 403
- P.O. Box 83720
- Boise, ID 83720-0075
- 208-332-1609
- [gregory.lindstrom@adm.idaho.gov](mailto:gregory.lindstrom@adm.idaho.gov)

Supplier Part Number	Quantity	Items Back Order	Unit	Unit Price	Total
	1.00	0	ANN	50,000.00	\$50,000.00



5/14/2019, 1:10 PM

## Item Description

#1

CHANGE ORDER PADD15200182-01. 2019 - 2020 renewal of ValuePoint Data Communication Hardware PADD issued against ValuePoint Contract AR229 extension.

- ESTIMATED CONTRACT VALUE TO DATE: \$150,000.00
- ESTIMATED VALUE OF THIS AMENDMENT: \$050,000.00
- ESTIMATED CONTRACT VALUE: \$200,000.00

## Delivery Date:

June 01, 2019

## Shipping Method:

Delivery

## Shipping Instructions:

## Ship FOB:

Destination

## Attachment(s)

## Special Instructions:

Sub-Total (USD)	\$50,000.00
Estimated Tax (USD)	\$0.00
TOTAL: (USD)	\$50,000.00

Note: if there is a  next to an item's unit price, that indicates that the price has been discounted.

Signature :

Signed By : Jerry Lindstrom CPPPO, CPPB

**PARTICIPATING ADDENDUM**  
**For WSCA-NASPO Cooperative Purchasing Organization**  
**DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19**  
**Administered by the State of Utah (hereinafter "Lead State")**  
**MASTER AGREEMENT**  
**Juniper Networks (US), Inc. ("Contractor" or "Juniper")**  
**Master Agreement No: AR229 14 - 19**  
**and**  
**State of Idaho ("State")**  
**PADD15200182**

**1. Scope:**

This Participating Addendum covers the acquisition of Juniper data communications products and services by the State of Idaho and Idaho public agencies, in accordance with WSCA/NASPO Master Agreement AR229 14-19 ("Master Agreement") issued to Juniper Networks (US), Inc. by the State of Utah. Capitalized terms not defined in this Participating Addendum shall have the meaning set forth in the Master Agreement. To the extent of a conflict of terms between the Master Agreement and this Participating Addendum, the order of precedence set forth in Section 1 of Attachment A of the Master Agreement shall apply.

**2. Term:**

The term of this Participating Addendum shall be from June 1, 2019 to May 31, 2020, or when this Participating Addendum is terminated in accordance with the Master Agreement. This Participating Addendum shall allow for consideration any renewals allowed by the Master Agreement.

**3. Participation:**

The State of Idaho Division of Purchasing Administrator has determined that State of Idaho agencies and public agencies as defined in Idaho Code § 67-2327 (hereinafter collectively "Authorized Purchasers") may purchase Juniper data communications products and services from the Master Agreement as amended by this Participating Addendum. These public agencies include any city or political subdivision of the State of Idaho, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties, cities, or any political subdivision created under the laws of the State of Idaho; and public schools and institutions of higher education. It will be the responsibility of the public agency to independently contract (i.e., issue purchase orders) with the Contractor and/or comply with any other applicable provisions of Idaho Code governing public contracts.

**4. Participating State Modifications or Additions to Master Agreement:**

The following provisions supplement and/or add to the Master Agreement.

**a. Parties to this Participating Addendum**

The parties to this Participating Addendum are Juniper Networks (US), Inc., and the State of Idaho by and through its statutory agent, the Division of Purchasing within the Department of Administration (State) on behalf of the entities identified in the paragraph titled "Scope" of this Participating Addendum (procuring agencies).

**b. Idaho Administrative Fee**

In accordance with and in addition to § 25 REPORTS and ADMINISTRATIVE FEES of the Master Agreement, the prices to be paid by State agencies and Authorized Purchasers are inclusive of a one and one-quarter percent (1.25%) agency contract usage Administrative Fee, which Contractor will remit to the State as follows.

**DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19****PADD15200182**

On a quarterly basis, the Contractor shall remit to the State of Idaho an amount equal to one and one-quarter percent (1.25%) of the Contractor's net (sales minus credits) quarterly sales under the Participating Addendum. The State understands and agrees that Contractor may raise the negotiated Master Agreement prices by this amount.

Administrative Fee payments are due no later than the dates designated in 3(c) below.

c. **Report of Contract Purchases**

Contractor shall furnish reports of purchases with each quarterly Administrative Fee payment, based on the following calendar quarters.

Report and Fee Payment Due:

		<u>Due</u>
1st Quarter	July 1- Sept 30	November 30
2nd Quarter	Oct 1 – Dec 31	February 28
3rd Quarter	Jan 1 – Mar 31	May 31
4th Quarter	Apr 1 – Jun 30	August 31

The reports shall be in the following format.

Contractor Name;

Contract Number (Participating Addendum Number);

Sales Period Date;

Delivery Destination;

Product Description;

Quantity Delivered;

Total \$ Shipped.

The report is to be submitted to the State of Idaho at the following address:

Attn: BPO Report Coordinator  
 Department of Administration  
 Division of Purchasing  
 P.O. Box 83720  
 Boise, ID 83720  
 Purchasing@adm.idaho.gov

Additional related sales information, such as monthly reports, and/or detailed user purchases may be required and must be supplied upon request. The Contractor may be required to submit reports electronically, in a format designated by the State.

Failure to submit the required reports may be cause for disqualification of Contractor for future contracts with the State of Idaho.



## DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19

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d. **Recordkeeping and Additional Reports**

The Contractor shall maintain all records necessary to properly account for all payments made to Contractor pursuant to the Master Agreement. These records shall be retained by the Contractor for at least three (3) years after the Master Agreement terminates, or until all audits initiated within the three (3) year period have been completed, whichever is later.

The Division of Purchasing may request custom reports from Contractor. Custom reports may include reporting on most common items procured, Purchasing Entity comparisons, reports to aid a Purchasing Entity in inventory control, reports tracking ordering/delivery times, etc. Contractor will provide custom reports as requested by the State, on an occasional basis (no more than three (3) per contract year), at no additional charge.

e. **Applicable Law**

Notwithstanding the Master Agreement, the following governing law shall apply to this Participating Addendum.

**GOVERNING LAW**

All purchase orders issued under this Participating Addendum by Authorized Purchasers shall be construed in accordance with and governed by the laws of the State of Idaho. Except to the extent the provisions of the Participating Addendum are clearly inconsistent therewith, the Participating Addendum shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC). To the extent this Participating Addendum entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the IUCC, except where deeming such services as "goods" would result in a clearly unreasonable interpretation. Any action to enforce the provisions of this Participating Addendum shall be brought in State district court in Ada County, Boise, Idaho. In the event any term of this Participating Addendum is held to be invalid or unenforceable by a court, the remaining terms of this Participating Addendum will remain in force.

f. **Assignment**

This Participating Addendum shall not be assigned without the written consent of the Administrator of the Division of Purchasing, which shall not be unreasonably withheld.

g. **Insurance**

§ 15 INSURANCE of the Master Agreement is supplemented with the following, which shall apply to this Participating Addendum.

**WORKER'S COMPENSATION & AUTOMOBILE INSURANCE**

If the Contractor or subcontractor provides any services under the Participating Addendum requiring the Contractor or Subcontractor to physically deliver the service to the physical location of any Authorized Purchaser, the Contractor or Subcontractor must provide either a certificate of Worker's Compensation Insurance issued by a surety licensed to write Worker's Compensation Insurance in the State of Idaho or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission. In addition, the Contractor shall maintain commercial automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance will cover liability arising out of any auto (including owned, hired, and non-owned autos).

5. **Lease Agreements:**

An option for leasing is not provided for under the Master Agreement.

## DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19

**PADD15200182**

6. Primary Contacts:

The primary contact individuals for this Participating Addendum are as follows (or their named successors).

State Lead

Name: Solomon Kingston  
Address: Division of Purchasing and General Services  
3150 State Office Building, Capitol Hill Complex  
450 North State Street  
Salt Lake City, UT 84114  
Telephone: 801-538-3228  
E-mail: skingston@utah.gov

Contractor

Name: Roxanne Bieniek  
Address: 1133 Innovation Way  
Sunnyvale, CA 94089  
Telephone: 978-589-0636  
E-mail: rbieniek@juniper.net

State of Idaho

Name: Gregory "Jory" Lindström, CPPO, CPPB  
Address: 304 N 8<sup>th</sup> Street, Rm 403  
PO Box 83720  
Boise, ID 83720-0075  
Telephone: 208-332-1609  
E-mail: gregory.lindstrom@adm.idaho.gov

The Parties will keep and maintain current at all times a primary point of contact for administration of this Participating Addendum.

7. Subcontractors:

All Contractor's Fulfillment Partners, as defined in the Master Agreement, authorized in the State of Idaho, as shown on the dedicated Contractor's (cooperative contract) website, are approved to provide sales and service support to participants in the WSCA-NASPO Master Price Agreement, e.g. for direct order taking, processing, fulfillment or provisioning. The Fulfillment Partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

Subject to the approval of the State, Contractor may designate a minimum of two Fulfillment Partners and no set maximum number of Fulfillment Partners to provide sales and services support, and may add Fulfillment Partners at any time during the term of this PA. Contractor, in its sole discretion, is not required to add, and may delete upon thirty (30) days written notice, any Fulfillment Partner who does not meet Contractor's established qualifying criteria, or where the addition of the entity would violate any State or federal law or regulation.

8. Orders:

Any Order placed by an Authorized Purchaser for a Product and/or Service under the Participating Addendum and available from the Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement.

## DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19

**PADD15200182**

Authorized Purchasers may place orders directly only through Contractor's approved Fulfillment Partners or through Contractor for products or services as authorized under this Participating Addendum. Only those Fulfillment Partners approved by the State and listed during the term of the Participating Addendum on the State's Division of Purchasing website shall be authorized to directly provide quotes, receive purchase orders, invoice Authorized Purchasers, and receive payment from Authorized Purchasers on Contractor's behalf.

Except as otherwise set forth in the qualifying criteria, Contractor will not, directly or indirectly, restrict any State authorized Fulfillment Partner's participation or ability to quote pricing for an Authorized Purchaser. The approved Fulfillment Partners will not offer less favorable pricing discounts than the contract discounts established by Contractor under the Master Agreement. However, the Fulfillment Partner may offer any additional incremental discounts to Authorized Purchasers, and such additional discounts if offered, may be provided in the discretion and as the sole legal obligation of the approved Fulfillment Partner to the Authorized Purchaser.

The Master Agreement number and the Participating Addendum number must appear on every Purchase Order placed under this Participating Addendum.

### 9. Product & Services Offering:

This Participating Addendum is for Juniper branded products, services, and training. The right is reserved to purchase other software or hardware solutions from other sources that may have the same or similar functions based on current installations or existing technology investments.

### 10. Term:

The term shall begin on the date the Participating Addendum is signed by the Division of Purchasing. The term shall continue for a period ending on the Termination Date of the Master Agreement or when this Participating Addendum is terminated in accordance with the Master Agreement, whichever shall occur first.

### 11. Notices:

Notwithstanding anything contained in the Master Agreement to the contrary, all notices required or permitted under this Participating Addendum will be in writing and will be deemed given:

- (a) when delivered personally;
- (b) when sent by confirmed facsimile or electronic mail;
- (c) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or
- (d) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt.

All communications will be sent to the addresses set forth Section 5 of this Participating Addendum or such other address as may be designated by a party by giving written notice to the other party pursuant to this paragraph.

Notwithstanding the foregoing, notices regarding changes in pricing, Software license terms, policies or programs may be by Juniper internet posting, by e-mail, or fax.

### 12. Entire Agreement:

This Participating Addendum and the Master Agreement (including all amendments and attachments thereto)

## DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19

PADD15200182

constitute the entire agreement between the parties concerning the subject matter of this Participating Addendum and replaces any prior oral or written communications between the parties, all of which are excluded. There are no conditions, understandings, agreements, representations or warranties, expressed or implied, that are not specified herein. This Participating Addendum may be modified only by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date signed by the State of Idaho Division of Purchasing.

**Juniper Networks (US), Inc.**

**State of Idaho  
Division of Purchasing**

DocuSigned by:

*Sabiha Chunawala*

4D98F32B90C348D

**Signature**

Sabiha Chunawala

**Printed Name**

Vice President & Deputy General Counsel

**Title**

May 8, 2019

**Date**

**Signature**

Gregory "Jory" Lindström, CPPO, CPPB  
State Information Technology Purchasing Officer  
304 N 8<sup>th</sup> Street, Rm 403  
P O Box 83720  
Boise, ID 83720-0075

**Date**

Juniper Networks, Inc.  
Legal Department

*Tim Danting*  
Approved As To Form  
Tim Danting

MA-OB-00427-2019





## STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 2

CONTRACT #: AR229

Starting Date: 6/1/2014

Renewed Expiration Date: 5/31/2020

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and **Juniper Networks (US), Inc.** (Referred to as CONTRACTOR).

**BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:**

The current expiration on this Master Agreement is May 31, 2019. This Agreement is renewed for a 1-year term as prescribed in solicitation # JP14001. Upon the Effective Date, this Agreement will now expire May 31, 2020.

Further, Attachment A section 25 (Reports and Administrative Fees) paragraph 1 is amended to include: Reports are due no later than thirty (30) days following the end of the calendar quarter.

Attachment A section 25 (Reports and Administrative Fees) paragraph 2 is amended to include: The Administrative Fee is due no later than sixty (60) days following the end of each calendar quarter.

Effective Date of Amendment: 3/1/2019

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

**CONTRACTOR**

**STATE OF UTAH**

DocuSigned by:

Sabiha Chunawala

February 13, 2019

Contractor's Signature

Date

Sabiha Chunawala

Contractor's Name (Print)

Vice President & Deputy General Counsel

Title (Print)

*Christopher Hughes* Feb 15, 2019  
Christopher Hughes (Feb 15, 2019)

Director, State of Utah Division of Purchasing

Date

Approved by:  
Tim Dwyer  
Approved by:  
Tim Dwyer

MA-OB-00148-2019

**For Division of Purchasing Internal Use**

Purchasing Agent	Phone #	E-mail Address	Contract #
Solomon Kingston	801-538-3228	skingston@utah.gov	AR229



## State of Idaho

## Participating Addendum

## Purchase Order Summary

## Supplier

**Purchase Order Number:** PADD15200182  
**Account Number:** AC-1  
**Purchase Order Date:** September 5, 2014  
**Service Start Date:** September 1, 2014  
**Service End Date:** May 31, 2019  
**Payment Method:** Invoice  
**Payment Terms:** No Payment Terms specified  
**Currency:** USD  
**FOB Instruction:** Destination  
**Attachment(s):**

Chris Freeman  
JUNIPER NETWORKS, INC.  
JUNIPER NETWORKS, INC.  
1194 N. Mathilda Ave  
Sunnyvale, CA 94089-0000  
503-231-1294

## Contract Number:

## Bill To Address

DOP - Prog Mgr  
Dept of Administration  
Division of Purchasing  
650 West State St Rm B-15  
PO Box 83720  
Boise, Idaho 83720  
**Phone:** 208-332-1600  
**Fax:** 208-327-7320  
**Email:** purchasing@adm.idaho.gov  
**Mail Stop:** DOP Program Manager

## Ship To Address

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650 West State St Rm B-15  
PO Box 83720  
Boise, Idaho 83720  
**Phone:** 208-332-1600  
**Fax:** 208-327-7320  
**Email:** purchasing@adm.idaho.gov  
**Mail Stop:** DOP Program Manager

## Instructions

## NOTICE OF STATEWIDE PARTICIPATING ADDENDUM CONTRACT AWARD.

This Participating Addendum (PADD) is for Data Communication Equipment and related OEM services pursuant to Western State Contracting Alliance (WSCA) Master Price Agreement AR229-2014. The contract is for the benefit of State of Idaho agencies and institutions, and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The State Division of Purchasing or the requisitioning agency will issue individual releases (deliver or purchase orders) against this PADD on an as needed basis for the Contract period cited.

Contract Title: Data Communication Equipment

State Agency Contract Usage Type: Mandatory Use

Public Agency Clause: Yes (optional use)

## CONTRACTOR'S PRIMARY CONTACT

Attn:

John R. Hansen

Company:

Manatron, Inc. (A Thomson Reuters Business)

Address:

510 East Milham Avenue

Portage, MI 49002

Phone:

866-471-2900

Fax:

269.567.2930

Email:

john.hansen@thomsonreuters.com

STATE DIVISION OF PURCHASING CONTRACT ADMINISTRATION

Attn:

Gregöry Lindström, CPPO, CPPB

Title:

State IT Purchasing Officer

Address:

650 W. State St – Rm B15

Boise, ID 83720-0075

Phone:

208-332-1609

Email:

gregory.lindstrom@adm.idaho.gov

CONTRACTOR NOTE: ship to the FOB Destination point and BILL DIRECTLY TO THE ORDER ENTITY. DO NOT MAIL INVOICES TO THE STATE DIVISION OF PURCHASING.

NOTATING THE PADD NUMBER ON ANY INVOICE/STATEMENT will facilitate the efficient processing of payment.

NOTICE OF STATEWIDE PARTICIPATING ADDENDUM CONTRACT AWARD.

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## CONTRACTOR'S PRIMARY CONTACT

Attn:

Roxanne Bieniek

Company:

Juniper Networks, Inc.

Address:

1194 N. Mathilda Ave.

Sunnyvale, CA 94089-000

Phone:

978-589-0636

Fax:

Email:

[rbieniek@juniper.net](mailto:rbieniek@juniper.net)

## STATE DIVISION OF PURCHASING CONTRACT ADMINISTRATION

Attn:

Gregöry Lindström, CPPO, CPPB

Title:

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Supplier		Items			
Part Number	Quantity	Back Order	Unit	Unit Price	Total
various	57	0	MON	\$30,000.00	\$1,710,000.00





**Item Description**

#1

WSCA Data Communications Equipment per WSCA contract AR229 effective June 1, 2014 - May 31, 2019 providing equipment and services for Networking Software, Optical Networking, Router, Security, Switches, and Wireless, and in accordance with State of Idaho PADD. 

**Delivery Date:**

September 5, 2014

**Shipping Method:**

Delivery

**Shipping Instructions:****Ship FOB:**

Destination

**Attachment(s)****Special Instructions:****Sub-Total (USD)**

\$1,710,000.00

**Estimated Tax (USD)**

\$0.00

**TOTAL: (USD)**

\$1,710,000.00

Note: If there is a  next to an item's unit price, that indicates that the price has been discounted.

  
9/5/14  
Gregory Lindström

# **PARTICIPATING ADDENDUM**

**For WSCA-NASPO Cooperative Purchasing Organization**

**DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19**

**Administered by the State of Utah (hereinafter "Lead State")**

**MASTER AGREEMENT**

**Juniper Networks (US), Inc. ("Contractor" or "Juniper")**

**Master Agreement No: AR229 14 - 19**

**and**

**State of Idaho ("State")**

**PADD15200182**

**1. Scope:**

This Participating Addendum covers the acquisition of Juniper data communications products and services by the State of Idaho and Idaho public agencies, in accordance with WSCA/NASPO Master Agreement AR229 14-19 ("Master Agreement") issued to Juniper Networks (US), Inc. by the State of Utah. Capitalized terms not defined in this Participating Addendum shall have the meaning set forth in the Master Agreement. To the extent of a conflict of terms between the Master Agreement and this Participating Addendum, the order of precedence set forth in Section 1 of Attachment A of the Master Agreement shall apply.

**2. Term:**

The term of this Participating Addendum shall be from September 1, 2014 to May 31, 2019, or when this Participating Addendum is terminated in accordance with the Master Agreement. This Participating Addendum shall allow for consideration any renewals allowed by the Master Agreement.

**3. Participation:**

The State of Idaho Division of Purchasing Administrator has determined that State of Idaho agencies and public agencies as defined in Idaho Code § 67-2327 (hereinafter collectively "Authorized Purchasers") may purchase Juniper data communications products and services from the Master Agreement as amended by this Participating Addendum. These public agencies include any city or political subdivision of the State of Idaho, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties, cities, or any political subdivision created under the laws of the State of Idaho; and public schools and institutions of higher education. It will be the responsibility of the public agency to independently contract (i.e., issue purchase orders) with the Contractor and/or comply with any other applicable provisions of Idaho Code governing public contracts.

**4. Participating State Modifications or Additions to Master Agreement:**

The following provisions supplement and/or add to the Master Agreement.

**a. Parties to this Participating Addendum**

The parties to this Participating Addendum are Juniper Networks (US), Inc., and the State of Idaho by and through its statutory agent, the Division of Purchasing within the Department of Administration (State) on behalf of the entities identified in the paragraph titled "Scope" of this Participating Addendum (procuring agencies).

**b. Idaho Administrative Fee**

In accordance with and in addition to § 25 REPORTS and ADMINISTRATIVE FEES of the Master Agreement, the prices to be paid by State agencies and Authorized Purchasers are inclusive of a one and one-quarter percent (1.25%) agency contract usage Administrative Fee, which Contractor will remit to the State as follows.

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On a quarterly basis, the Contractor shall remit to the State of Idaho an amount equal to one and one-quarter percent (1.25%) of the Contractor's net (sales minus credits) quarterly sales under the Participating Addendum. The State understands and agrees that Contractor may raise the negotiated Master Agreement prices by this amount.

Administrative Fee payments are due no later than the dates designated in 3(c) below..

**c. Report of Contract Purchases**

Contractor shall furnish reports of purchases with each quarterly Administrative Fee payment, based on the following calendar quarters..

**Report and Fee Payment Due:**

		<u>Due</u>
1st Quarter	July 1 - Sept 30	November 30
2nd Quarter	Oct 1 - Dec 31	February 28
3rd Quarter	Jan 1 - Mar 31	May 31
4th Quarter	Apr 1 - Jun 30	August 31

The reports shall be in the following format.

Contractor Name;

Contract Number (Participating Addendum Number);

Sales Period Date;

Delivery Destination;

Product Description;

Quantity Delivered;

Total \$ Shipped.

**WSCA-NASPO**  
**COOPERATIVE PURCHASING**  
**ORGANIZATION, LLC**

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**State of Idaho ("State")**

**PADD15200182**

The report is to be submitted to the State of Idaho at the following address:

Attn: BPO Report Coordinator  
Department of Administration  
Division of Purchasing  
P.O. Box 83720  
Boise, ID 83720  
Purchasing@adm.idaho.gov

Additional related sales information, such as monthly reports, and/or detailed user purchases may be required and must be supplied upon request. The Contractor may be required to submit reports electronically, in a format designated by the State.

Failure to submit the required reports may be cause for disqualification of Contractor for future contracts with the State of Idaho.

## **d. Recordkeeping and Additional Reports**

The Contractor shall maintain all records necessary to properly account for all payments made to Contractor pursuant to the Master Agreement. These records shall be retained by the Contractor for at least three (3) years after the Master Agreement terminates, or until all audits initiated within the three (3) year period have been completed, whichever is later.

The Division of Purchasing may request custom reports from Contractor. Custom reports may include reporting on most common items procured, Purchasing Entity comparisons, reports to aid a Purchasing Entity in inventory control, reports tracking ordering/delivery times, etc. Contractor will provide custom reports as requested by the State, on an occasional basis (no more than three (3) per contract year), at no additional charge.

## **e. Applicable Law**

Notwithstanding the Master Agreement, the following governing law shall apply to this Participating Addendum.

### **GOVERNING LAW**

All purchase orders issued under this Participating Addendum by Authorized Purchasers shall be construed in accordance with, and governed by the laws of the State of Idaho. Except to the extent the provisions of the Participating Addendum are clearly inconsistent therewith, the Participating Addendum shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC). To the extent this Participating Addendum entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the IUCC, except where deeming such services as "goods" would result in a clearly unreasonable interpretation. Any action to enforce the provisions of this Participating Addendum shall be brought in State district court in Ada County, Boise, Idaho. In the event any term of this Participating Addendum is held to be invalid or unenforceable by a court, the remaining terms of this Participating Addendum will remain in force.



# **PARTICIPATING ADDENDUM**

**For WSCA-NASPO Cooperative Purchasing Organization**

**DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19**

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**Juniper Networks (US), Inc. ("Contractor" or "Juniper")**

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**State of Idaho ("State")**

**PADD15200182**

**f. Assignment**

This Participating Addendum shall not be assigned without the written consent of the Administrator of the Division of Purchasing, which shall not be unreasonably withheld.

**g. Insurance**

§ 15 INSURANCE of the Master Agreement is supplemented with the following, which shall apply to this Participating Addendum.

**WORKER'S COMPENSATION & AUTOMOBILE INSURANCE**

If the Contractor or subcontractor provides any services under the Participating Addendum requiring the Contractor or Subcontractor to physically deliver the service to the physical location of any Authorized Purchaser, the Contractor or Subcontractor must provide either a certificate of Worker's Compensation Insurance issued by a surety licensed to write Worker's Compensation Insurance in the State of Idaho or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission. In addition, the Contractor shall maintain commercial automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance will cover liability arising out of any auto (including owned, hired, and non-owned autos).

**5. Lease Agreements:**

An option for leasing is not provided for under the Master Agreement.

**6. Primary Contacts:**

The primary contact individuals for this Participating Addendum are as follows (or their named successors).

**State Lead**

Name: Jeff Mottishaw  
Address: Division of Purchasing and General Services  
3150 State Office Building, Capitol Hill Complex  
450 North State Street  
Salt Lake City, UT 84114  
Telephone: 801-538-1287  
E-mail: jmottishaw@utah.gov

**Contractor**

Name: Roxanne Bieniek  
Address: 1194 N. Mathilda Ave  
Sunnyvale, CA 94089-1206  
Telephone: 978-589-0636  
E-mail: rbieniek@juniper.net

# **PARTICIPATING ADDENDUM**

## **For WSCA-NASPO Cooperative Purchasing Organization DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19**

**Administered by the State of Utah (hereinafter "Lead State")**

### **MASTER AGREEMENT**

**Juniper Networks (US), Inc. ("Contractor" or "Juniper")**

**Master Agreement No: AR229 14 - 19**

**and**

**State of Idaho ("State")**

**PADD15200182**

#### State of Idaho

Name: Gregory Lindström, CPPO, CPPB  
Address: 650 W. State Street, Room B-15  
PO Box 83720  
Boise, ID 83720-0075  
Telephone: 208-332-1609  
E-mail: gregory.lindstrom@adm.idaho.gov

The Parties will keep and maintain current at all times a primary point of contact for administration of this Participating Addendum.

#### 7. Subcontractors:

All Contractor's Fulfillment Partners, as defined in the Master Agreement, authorized in the State of Idaho, as shown on the dedicated Contractor's (cooperative contract) website, are approved to provide sales and service support to participants in the WSCA-NASPO Master Price Agreement, e.g. for direct order taking, processing, fulfillment or provisioning. The Fulfillment Partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

Subject to the approval of the State, Contractor may designate a minimum of two Fulfillment Partners and no set maximum number of Fulfillment Partners to provide sales and services support, and may add Fulfillment Partners at any time during the term of this PA. Contractor, in its sole discretion, is not required to add, and may delete upon thirty (30) days written notice, any Fulfillment Partner who does not meet Contractor's established qualifying criteria, or where the addition of the entity would violate any State or federal law or regulation.

#### 8. Orders:

Any Order placed by an Authorized Purchaser for a Product and/or Service under the Participating Addendum and available from the Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement.

Authorized Purchasers may place orders directly only through Contractor's approved Fulfillment Partners or through Contractor for products or services as authorized under this Participating Addendum. Only those Fulfillment Partners approved by the State and listed during the term of the Participating Addendum on the State's Division of Purchasing website shall be authorized to directly provide quotes, receive purchase orders, invoice Authorized Purchasers, and receive payment from Authorized Purchasers on Contractor's behalf.

Except as otherwise set forth in the qualifying criteria, Contractor will not, directly or indirectly, restrict any State authorized Fulfillment Partner's participation or ability to quote pricing for an Authorized Purchaser. The

**PARTICIPATING ADDENDUM**  
**For WSCA-NASPO Cooperative Purchasing Organization**  
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**PADD15200182**

approved Fulfillment Partners will not offer less favorable pricing discounts than the contract discounts established by Contractor under the Master Agreement. However, the Fulfillment Partner may offer any additional incremental discounts to Authorized Purchasers, and such additional discounts if offered, may be provided in the discretion and as the sole legal obligation of the approved Fulfillment Partner to the Authorized Purchaser.

The Master Agreement number and the Participating Addendum number must appear on every Purchase Order placed under this Participating Addendum.

**9. Product & Services Offering:**

This Participating Addendum is for Juniper branded products, services, and training. The right is reserved to purchase other software or hardware solutions from other sources that may have the same or similar functions based on current installations or existing technology investments.

**10. Term:**

The term shall begin on the date the Participating Addendum is signed by the Division of Purchasing. The term shall continue for a period ending on the Termination Date of the Master Agreement or when this Participating Addendum is terminated in accordance with the Master Agreement, whichever shall occur first.

**11. Notices:**

Notwithstanding anything contained in the Master Agreement to the contrary, all notices required or permitted under this Participating Addendum will be in writing and will be deemed given:

- (a) when delivered personally;
- (b) when sent by confirmed facsimile or electronic mail;
- (c) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or
- (d) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt.

All communications will be sent to the addresses set forth Section 5 of this Participating Addendum or such other address as may be designated by a party by giving written notice to the other party pursuant to this paragraph.

Notwithstanding the foregoing, notices regarding changes in pricing, Software license terms, policies or programs may be by Juniper internet posting, by e-mail, or fax.

**12. Entire Agreement:**

This Participating Addendum and the Master Agreement (including all amendments and attachments thereto)



# **PARTICIPATING ADDENDUM**

**For WSCA-NASPO Cooperative Purchasing Organization  
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19  
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Master Agreement No: AR229 14 - 19

and

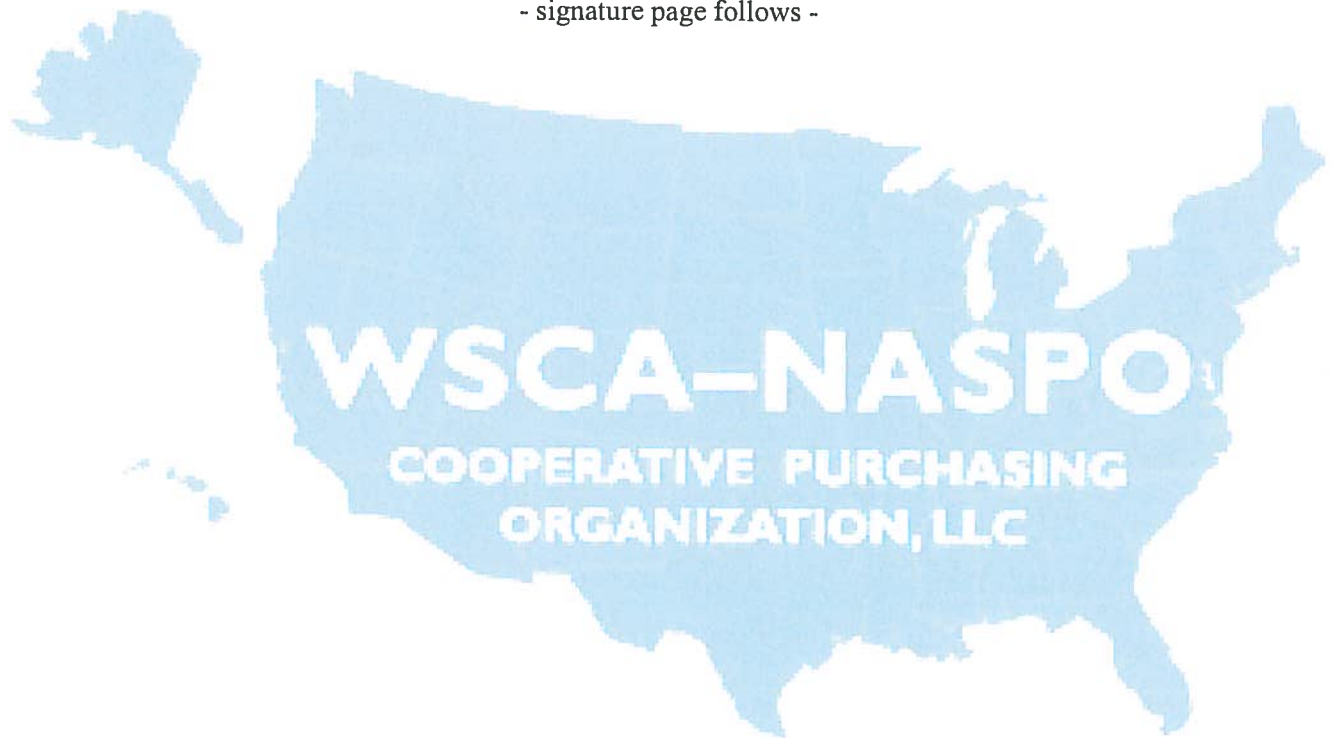
State of Idaho ("State")

**PADD15200182**

constitute the entire agreement between the parties concerning the subject matter of this Participating Addendum and replaces any prior oral or written communications between the parties, all of which are excluded. There are no conditions, understandings, agreements, representations or warranties, expressed or implied, that are not specified herein. This Participating Addendum may be modified only by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date signed by the State of Idaho Division of Purchasing.

- signature page follows -





# PARTICIPATING ADDENDUM

## For WSCA-NASPO Cooperative Purchasing Organization DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19

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and

State of Idaho ("State")

PADD 15200182

Juniper Networks (US), Inc.

State of Idaho  
Division of Purchasing

Satisha Chumawala  
Signature

Signature

Satisha Chumawala  
Printed Name

Gregory Lindström, CPPO, CPPB  
State Information Technology Purchasing Officer  
5569 Kendall St.  
P O Box 83720  
Boise, ID 83720-0075

VP  
Title

9/3/14  
Date

September 3, 2014  
Date

Freight Quoted  
Approved not from

WSCA-NASPO  
COOPERATIVE PURCHASING  
ORGANIZATION, LLC