



State of Idaho

CHANGE ORDER - 01
PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Supplier

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

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

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

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 & 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

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

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)

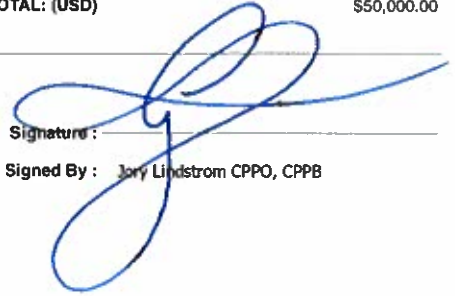
Special Instructions:

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 CPPO, 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:

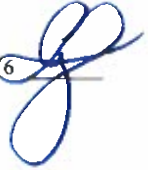
The following provisions supplement and/or add to the Master Agreement.

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

PADD15200182

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 8th 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

[Signature]
Signature

Sabiha Chunawala
Printed Name

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

Vice President & Deputy General Counsel
Title

May 8, 2019
Date

May 14, 2019
Date

Juniper Networks, Inc.
Legal Department
[Signature]
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

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

Contractor's Signature

Date

Director, State of Utah Division of Purchasing

Date

Sabiha Chunawala

Contractor's Name (Print)

Vice President & Deputy General Counsel

Title (Print)

Approved by:
Tim B. King
Approved by:
Tim B. King

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

Ship To Address

DOP - Prog Mgr
 Dept of Administration
 Division of Purchasing
 650 West State St Rm B-15
 PO Box 83720
 Boise, Idaho 83720
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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.

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Contract Title: Data Communication Equipment

State Agency Contract Usage Type: Mandatory Use

Public Agency Clause: Yes (optional use)



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

STATE DIVISION OF PURCHASING CONTRACT ADMINISTRATION

Attn:

Gregöry Lindström, CPPO, CPPB

Title:

State IT Purchasing Officer

Address:

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Boise, ID 83720-0075

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Supplier Part Number	Quantity	Items 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:

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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

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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.



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

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

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

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

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State of Idaho

Name: Gregöry 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

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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)

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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
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Juniper Networks (US), Inc.

**State of Idaho
Division of Purchasing**

Sabha Chumawala

Signature

[Handwritten Signature]

Signature

Sabha 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

Faleigh Crossin
Approved on behalf of

