

**STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-14-70-08
AMENDMENT 3**

Data Communications Products and Services
Utah NASPO ValuePoint Master Agreement No. AR229
Juniper Networks (US), Inc. (Contractor)

The parties mutually agree to amend the Participating Addendum as follows:

1. Agreement is extended from May 31, 2020 to May 31, 2021. **Section 2. TERM, subpart A** is revised to read as follows:

The term of this Participating Addendum shall begin upon signature approval by the State and end May 31, 2021, or upon termination by the State, whichever occurs first.

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

STATE OF CALIFORNIA

CONTRACTOR

Department of General Services

Juniper Networks (US), Inc.

Agency Name

Contractor Name

Authorized Signature

Date Signed

Authorized Signature

Date Signed

Kimberley Herreck, IT Sup II
Printed Name/Title of Person Signing

Kenneth Niven, VP and Secretary
Printed Name/Title of Person Signing

707 Third Street
West Sacramento, CA 95605
Address

1133 Innovation Way
Sunnyvale CA 94089
Address

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

**STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-14-70-08
AMENDMENT NO. 2**

Data Communications Products and Services
Utah NASPO ValuePoint Master Agreement No. AR229
Juniper Networks (US), Inc. (Contractor)

The parties mutually agree to amend the Participating Addendum as follows:

1. Agreement is extended from May 31, 2019 to May 31, 2020. **Section 2. TERM, Subpart A** is revised to read as follows:

The term of this Participating Addendum shall begin upon signature approval by the State and end May 31, 2020, or upon termination, whichever occurs first.

2. **Section 16. CONTRACT MANAGEMENT, Subpart C** is amended to read as follows:

The State Contract Administrator for this Participating Addendum shall be as follows:

Name: Julie Matthews
Phone: (916) 375-4612
E-Mail: Julie.Matthews@dgs.ca.gov
Address: State of California
Department of General Services
Procurement Division
707 Third Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

STATE OF CALIFORNIA

Department of General Services

Agency Name

 5/14/19
Signature of Authorized Signer Date Signed

Robert D. Dean for Pat Mucken
Printed Name and Title of Authorized Signer

707 Third Street
West Sacramento, CA 95605

Address

CONTRACTOR

Juniper Networks (US), Inc.

Contractor Name

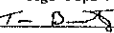
 9 May 2019
Signature of Authorized Signer Date Signed

Sabiha Chunawala
Vice President
Deputy General Counsel
Printed Name and Title of Authorized Signer

1133 Innovation Way
Address Sunnyvale, CA 94089

Juniper Networks, Inc.

Legal Department


Approved As To Form

Tim Duntzig

**STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-14-70-08
AMENDMENT #1**

Data Communications Products and Services
Utah NASPO ValuePoint (formerly WSCA-NASPO) Master Price Agreement No. AR229
Juniper Networks (US), Inc.

The parties hereto mutually agree to amend Participating Addendum Number 7-14-70-08 as follows:

1. Usage Reporting:

Update Participating Addendum Section 14 to reflect change to reporting requirement from 'monthly' reporting to 'quarterly' reporting as follows:

Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases.

Reports are due each quarter as follows:

Reporting Period	Due Date
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31

2. Contract Management:

Update Participating Addendum Section 16 C, Contract Management with the new State Contract Administrator as follows:


Name: Terry Muñoz
Phone: (916) 375-8067
Fax: (916) 375-4663
E-Mail: Terry.Munoz@dgs.ca.gov
Address: State of California
Department of General Services
Procurement Division
707 Third Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

All other terms and conditions of the Participating Addendum shall remain the same.

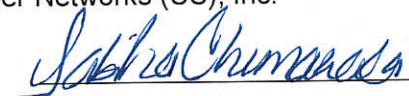
Participating Addendum No. 7-14-70-08
Amendment #1
Juniper Networks (US), Inc.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum Amendment as of the date of execution by both parties below.

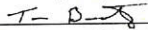
Participating State:
STATE OF CALIFORNIA

By: 
Name: Jim Butler
Title: Deputy Director
Date: March 7, 2016

Contractor:
Juniper Networks (US), Inc.

By: 
Name: Sabiha Chunawala
Title: Vice President
Deputy General Counsel
Date: March 3, 2016

Juniper Networks, Inc.
Legal Department


Approved As To Form
Tim Dunting

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-14-70-08

Data Communications Products and Services
Utah WSCA-NASPO Master Price Agreement No. AR229
Juniper Networks (US), Inc.

This Participating Addendum Number 7-14-70-08 is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and Juniper Networks (US), Inc. (hereafter referred to as "Contractor") under the lead State of Utah WSCA-NASPO Cooperative Purchasing Organization (WSCA-NASPO) Master Price Agreement Number AR229.

1. Scope

- A. This Participating Addendum covers the purchase of Data Communications Products and Services under the Utah WSCA-NASPO Master Price Agreement Number AR229. The WSCA-NASPO Master Price Agreement is hereby incorporated by reference and shall apply to the purchase of goods and services made under this Participating Addendum.
- B. This Participating Addendum is available for use by all State Departments and California political subdivisions/local governments. A political subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds.
- C. Each political subdivision/local government is to make its own determination whether this Participating Addendum and the WSCA-NASPO Master Price Agreement are consistent with its procurement policies and regulations.

2. Term

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end May 31, 2019, or upon termination by the State, whichever occurs first.
- B. Lead State amendments to extend the Master Price Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.

3. Mandatory Statewide Contracts

Product and service categories that are available on mandatory California statewide contracts for information technology (IT) hardware cannot be purchased from this Participating Addendum by State Departments without an exemption. State Departments are responsible for obtaining an exemption from DGS prior to issuing a purchase order.

This restriction is not applicable to political subdivisions/local governments.

4. Terms and Conditions

Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum. These include:

- A. General Provisions – Information Technology, GSPD401IT, effective 11/27/2013. The twelve page document can be viewed at:
http://www.documents.dgs.ca.gov/pd/poliproc/gspd401IT13_1127.pdf
- B. American Recovery and Reinvestment Act (ARRA) Supplemental Terms and Conditions, revised 08/10/09. The supplemental terms and conditions for contracts using ARRA funds apply to the ordering agency. If or when Contractor, as a vendor, is notified by ordering agency that a specific purchase or purchases are being made with ARRA funds, Contractor agrees to comply with the data element and reporting requirements that are legally required of providers of goods and related services. Contractor as it relates to purchases under this Participating Addendum is not a subcontractor or sub grantee, but simply a provider of goods and related services. The two page document can be viewed at:
<http://www.documents.dgs.ca.gov/pd/poliproc/ARRATand%20C081009final.pdf>.

5. Order of Precedence

In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

- A. California Participating Addendum Number 7-14-70-08
- B. Utah WSCA-NASPO Master Price Agreement Number AR229

6. Available Products and Services

This Participating Addendum includes the following product and service categories:

- A. 5.2.2 – Networking Software
- B. 5.2.4 – Optical Networking
- C. 5.2.5 – Router
- D. 5.2.6 – Security
- E. 5.2.8 – Switches
- F. 5.2.9 – Wireless

Note: Products may be refurbished when providing replacement products under a maintenance and support contract.

7. Disallowed Products and Services

- A. Cloud Computing

Cloud computing elements are not allowed under this Participating Addendum. However if State of California terms and conditions are developed for Software as a Service, Infrastructure as a Service, or Platform as a Service, the State reserves the right to amend this Participating Addendum to include such provisions and related goods and services.

- B. These restrictions do not apply to political subdivisions/local governments.

8. Price List

- A. Contractor shall submit a Product and Service Schedule (PSS) identifying all products and services offered under this Participating Addendum for the State's approval.
- B. The PSS shall include the following:
 - 1) Manufacturer Part Number or Item Number
 - 2) List Price
 - 3) Minimum Discount off List Price
 - 4) Contract Price
- C. Contractor shall maintain a website dedicated to this Participating Addendum which contains the State-approved PSS.
- D. Contractor shall submit a written notice of price increases/decreases and a revised PSS for the State's approval prior to updating the Contractor's dedicated website for this Participating Addendum.
- E. State-approved PSS will be posted on the State's eProcurement website.

9. Equipment Additions/Deletions

- A. Contractor may add or delete equipment introduced or removed from the market by the manufacturer under the following conditions:
 - 1) Equipment is within existing awarded categories under the WSCA-NASPO Master Price Agreement;
 - 2) Contractor has obtained prior approval from the Utah WSCA-NASPO Contract Administrator; and
 - 3) Contractor receives written approval from the California State Contract Administrator.
- B. Contractor shall submit a written notice of equipment additions/deletions and a revised PSS for the State's approval prior to updating the Contractor's dedicated website for this Participating Addendum.
- C. Contractor shall not add new categories or groups of equipment or services under this Participating Addendum that were not originally included in the WSCA-NASPO Master Price Agreement.

10. Authorized Resellers/Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the Contractor. Contractor's obligation to pay its Authorized Resellers is an independent obligation from the State's obligation to make payments to the Contractor.

- B. As the prime contractor, contractor is responsible for reports and fees required by the terms and conditions of the WSCA/NASPO Master Price Agreement and State Participating Addendum.
- C. Subject to the approval of the State, Authorized Resellers may be added on a quarterly basis during the term of the contract. Contractors shall notify the State of any deleted Authorized Resellers or changes to current Authorized Reseller contact information at any time during the contract term.
- D. Contractor shall submit an Authorized Reseller list identifying the company name, address, contact name, phone number and email of authorized subcontractors to the State's Contract Administrator for the State's approval prior to updating its California specific contract website.
- E. State-approved Authorized Resellers will be posted on the State's eProcurement website.

11. Ordering Agency Responsibilities

- A. State department and political subdivision/local government use of this Participating Addendum is optional.
- B. A User Instructions guide will be prepared and administered by the State Contract Administrator.
- C. Ordering agencies must follow the Contractor Selection and Request for Offer (RFO) process outlined within the User Instructions guide prior to executing orders against this Participating Addendum.

12. Contractor Responsibilities

Contractor or its Authorized Reseller must respond to the ordering agency's RFO to be eligible to receive a Purchase Order under this Participating Addendum.

13. Invoicing

The State Participating Addendum Number and Ordering Agency Purchase Order Number shall appear on each purchase order and invoice for all purchases placed under this Participating Addendum.

14. Usage Reporting

- A. Contractor shall submit usage reports on a monthly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A.
- B. The report is due even when there is no activity.
- C. The report shall be an Excel spreadsheet transmitted electronically to the DGS mailbox at PDWSCA@dgs.ca.gov.

- D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.
- E. Tax must not be included in the report, even if it is on the purchase order.
- F. Reports are due each month as follows:

Reporting Period and Due Date		
Jan -- Due Feb 15	May -- Due Jun 15	Sep -- Due Oct 15
Feb -- Due Mar 15	Jun -- Due Jul 15	Oct -- Due Nov 15
Mar -- Due Apr 15	Jul -- Due Aug 15	Nov -- Due Dec 15
Apr -- Due May 15	Aug -- Due Sep 15	Dec -- Due Jan 15

- G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.
- H. Amendments for term extensions may be approved only if all due reports have been submitted to the State.

15. Administrative Fee

- A. Contractor shall submit a check, payable to the State of California, remitted to the WSCA Payment Processing Unit for the calculated amount equal to one percent (0.01) of the sales for the quarterly period.
- B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.
- C. Administrative fee checks shall be submitted to:
 - State of California
 - Department of General Services, Procurement Division
 - Attention: WSCA Payment Processing
 - 707 3rd Street, 2nd Floor, MS 2-202
 - West Sacramento, CA 95605
- D. The administrative fee shall not be included as an adjustment to Contractor's WSCA-NASPO Master Price Agreement pricing.
- E. The administrative fee shall not be invoiced or charged to the ordering agency.
- F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.

G. Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

16. Contract Management

A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor: Juniper Networks (US), Inc.
Name: Roxanne Bieniek
Phone: (978) 589-0636
E-Mail: rbieniek@juniper.net

Address: 2251 Corp. Park Dr., Ste 100
Herndon, VA 20171-2808

B. Should Contractor Contract Manager information change, the Contractor will provide written notice with the updated information to the State Contract Administrator no later than ten business days after the change.

C. The State Contract Administrator for this Participating Addendum shall be as follows:

Name: Bonnie Bahnsen
Phone: (916) 375-4383
Fax: (916) 375-4663
E-Mail: Bonnie.Bahnsen@dgs.ca.gov

Address: State of California
Department of General Services
Procurement Division
707 Third Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

D. Should State Contract Administrator information change, the State will provide written notice with the updated information to the Contractor Contract Manager no later than ten business days after the change.

17. Termination of Agreement

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

18. Amendment

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

19. Agreement

- A. This Participating Addendum and the Master Price Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Price Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Price Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Price Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.
- B. By signing below Contractor agrees to offer the same products/and or services as on the Utah WSCA-NASPO Master Price Agreement Number AR229, at prices equal to or lower than the prices on that contract.
- C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA

Juniper Networks (US), Inc.

By: *Jim Butler*

By: *Sabiha Chunawala*

For Name: Jim Butler

Name: **Sabiha Chunawala**
Vice President

Title: Deputy Director

Title: **Deputy General Counsel**

Date: November 4, 2014

Date: 10/20/2014

Freigh Cassels
Approved note form

MA-08-00477-2014