

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-20
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Juniper Networks (US) Inc.
Master Agreement No: AR229
(hereinafter "Contractor")

And

State of Arkansas
(hereinafter "Participating State/Entity")

Page 1 of 4

1. Scope: This addendum covers the Data Communications Products and Services 14-20 contracts led by the State of Utah for use by Arkansas state agencies and other entities authorized by the Arkansas Office of State Procurement to utilize State contracts.

2. Participation: All eligible purchases within the State of Arkansas, including State agencies, K-12 educational institutions, and local public procurement units (cities, counties, municipalities), are authorized to purchase products and services under the terms and conditions of this agreement.

3. Participating State Modifications or Additions to Master Agreement:

A. Payments shall be submitted to Contractor's authorized resellers at the address shown on the invoice. Payment shall be tendered to the contractor within thirty (30) days of the date of invoice. After the sixtieth (60) day from the date of the invoice unless mutually agreed to, interest shall be paid on the unpaid balance due to the authorized reseller at the rate of one half of one percent per month in accordance with Arkansas Code Annotated §19-11-224. The procuring agency shall make a good-faith effort to pay within thirty (30) days after the date of invoice.

B. Financial and accounting records shall be made available, upon request, to the State of Arkansas' designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

C. The contractor must provide sales/utilization reports in accordance with the following requirements:

The contractor must provide annual sales/utilization reports electronically to the Office of State Procurement buyer for the fiscal period of July 1 through June 30. The annual report is due no later than September 1st of each year. The Contract Activity Report format **must** be in Microsoft Excel format. The State shall have the right to request such sales/utilization reports to be produced for other timeframes as deemed necessary. The report must include at a minimum:

- 1) Vendor Contract Number
- 2) State
- 3) Customer Type (State, Education, Local Government)
- 4) Bill To Name

**PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-20
Administered by the State of Utah (hereinafter "Lead State")**

**MASTER AGREEMENT
Juniper Networks (US) Inc.
Master Agreement No: AR229
(hereinafter "Contractor")**

And

**State of Arkansas
(hereinafter "Participating State/Entity")**

Page 2 of 4

- 5) Customer PO Number
- 6) Customer Number
- 7) Order Date
- 8) Product/Service Description
- 9) Retail Price
- 10) Discount Applied
- 11) Discounted Unit Price
- 12) Quantity
- 13) Total Price

D. The laws of the State of Arkansas shall govern this agreement.

E. In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, or relocation of offices, the State may cancel the contract or purchase order by giving the Contractor's authorized reseller written notice of such cancellation 30 days prior to the date of cancellation. Notwithstanding the above, purchase orders for products may not be cancelled less than 30 days prior to the scheduled ship date.

F. No expenses for travel will be reimbursed unless specifically permitted under the duties of the contractor. All travel must be approved in advance by the State. Expenditures made by the contractor for travel will be reimbursed at the current rated paid by the State.

4. Lease Agreements: Leasing shall not be permissible under this contract.

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

<u>Contractor</u>	
Name	Roxanne Bieniek
Address	10 Technology Park Drive, Westford, Massachusetts 01886
Telephone	(978) 589-0636
Fax	(978) 589-0800
E-mail	rbieniek@juniper.net

**PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-20
Administered by the State of Utah (hereinafter "Lead State")**

MASTER AGREEMENT
Juniper Networks (US) Inc.
Master Agreement No: AR229
(hereinafter "Contractor")

And

State of Arkansas
(hereinafter "Participating State/Entity")

Page 3 of 4

<u>Participating Entity</u>	
Name	Julie Lombard
Address	1509 W. 7 th Street, 3 rd Floor, Little Rock, AR 72201
Telephone	501-671-1476
Fax	501-324-9311
E-mail	Julie.Lombard@dfa.arkansas.gov

6. Subcontractors: All Juniper dealers and authorized resellers authorized in the State of Arkansas, as shown on the dedicated **Juniper** (cooperative contract) website, are approved to provide sales and service support to participants in the WSCA-NASPO Master Price Agreement. The **Juniper** dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement and as modified by this Participating Agreement.

7. Orders: Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

8. Individual Customer: Each State of Arkansas Participating Entity that purchases products/services will be treated as if it was an Individual Customer. Except to the extent modified by a Participating Addendum, each Participating Entity, agency or political subdivision will be responsible to follow the terms and conditions of the Master Agreement AR229; and each will have the rights and responsibilities for its purchases as set forth in the Master Agreement AR229. Each State of Arkansas Participating Entity will be responsible for its own charges, fees, and liabilities. Each State of Arkansas Participating Entity will have the same rights to any indemnity or to recover any costs allowed in the contract for its purchases. Contractor will apply the charges to each Participating Entity individually.

This Participating Addendum and the Master Agreement AR229, together with its exhibits, 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 to or in addition to the terms and conditions of this Addendum and the Master Agreement AR229, together with its exhibits, will not be added to or incorporated into this Addendum or the Master Service Contract and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or

**PARTICIPATING ADDENDUM
 WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
 DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-20
 Administered by the State of Utah (hereinafter "Lead State")**

MASTER AGREEMENT
 Juniper Networks (US) Inc.
 Master Agreement No: AR229
 (hereinafter "Contractor")

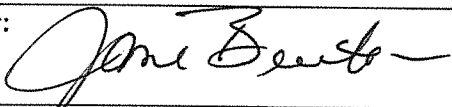
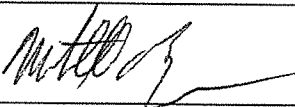
And

State of Arkansas
 (hereinafter "Participating State/Entity")


Page 4 of 4

incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement AR229 and its exhibits will prevail and govern in the case of any such inconsistent or additional terms within the Participating Entity.

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

Participating State:	Contractor:
By: 	By: 
Name: JANE BENSTON	Name: Mitchell Geynor
Title: Director	Title: Executive Vice President
Date: 6/10/14	Date: June 1, 2014

[Additional signatures as required by Participating State]


 Approved as to form

For questions on executing a participating addendum, please contact:

WSCA-NASPO	
Cooperative Development Coordinator	Paul Stembler
Telephone	651-206-3858
E-mail	pstembler@wsca-naspo.org

**[Please email fully executed PDF copy of this document to
 PA@wsca-naspo.org to support documentation of participation and
 posting in appropriate data bases]**