



MEMORANDUM

TO: FILE

SUBJECT: CO WSCA Participating Addendum

FROM: Arleigh Closser

DATE: May 6, 2008

NOTE: the attached Colorado Participating Addendum consists of the following documents:

- i) Participating Addendum Master Price Agreement;
- ii) Exhibit A: Participating Addendum
- iii) Exhibit B: State of Utah – State Cooperative Contract Number AR229
- iv) Exhibit C: WSCA Contract RFP #DG7500;
- v) Exhibit D: Vendor's Response to RFP #DG 7500.

NOTE: Exhibits B through D are located at

http://www.aboutwsca.org/contracts/DataComm2_Juniper.cfm

Department or Agency Number ACA
Contract Routing Number 08-00403

PARTICIPATING ADDENDUM

COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES

MASTER PRICE AGREEMENT

Juniper Networks (US), Inc.
Number AR229

(State of Colorado)

1. Scope

All governmental entities within the State of Colorado including all state agencies and local public bodies including the cities, courts, counties, public schools and institutions of higher education are authorized to purchase products and services under the terms and conditions of this price agreement.

2. Order of Precedence

Except as otherwise specified in this Addendum, the terms of this Addendum may not be modified by any Ordering Entity without the prior written approval of the State Purchasing Office. In the event of conflicts or inconsistencies between this Addendum and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- (a) Colorado Special Provisions
- (b) Participating Addendum Cover Sheet
- (c) **Exhibit A**, State of Colorado WSCA Participating Addendum
- (d) **Exhibit B**, State of Utah—State Cooperative Contract Number AR229
- (e) **Exhibit C**, WSCA Contract for Data Communications Equipment and Associated OEM Maintenance and Training RFP #DG 7500
- (f) **Exhibit D**, Vendor's Response to RFP #DG 7500

3. Changes:

See Attached Terms and Conditions for the State of Colorado WSCA Participating Addendum (Exhibit A)

4. Primary Contact:

The primary participating entity contact for this participating addendum is as follows:

Name: Mr. Peter Van Ronk

Participating Entity Name: State of Colorado, Department of Personnel & Administration, Division of Finance and Procurement, State Purchasing Office

Address: 633 17th Street, Suite 1520, Denver, CO 80202-3609

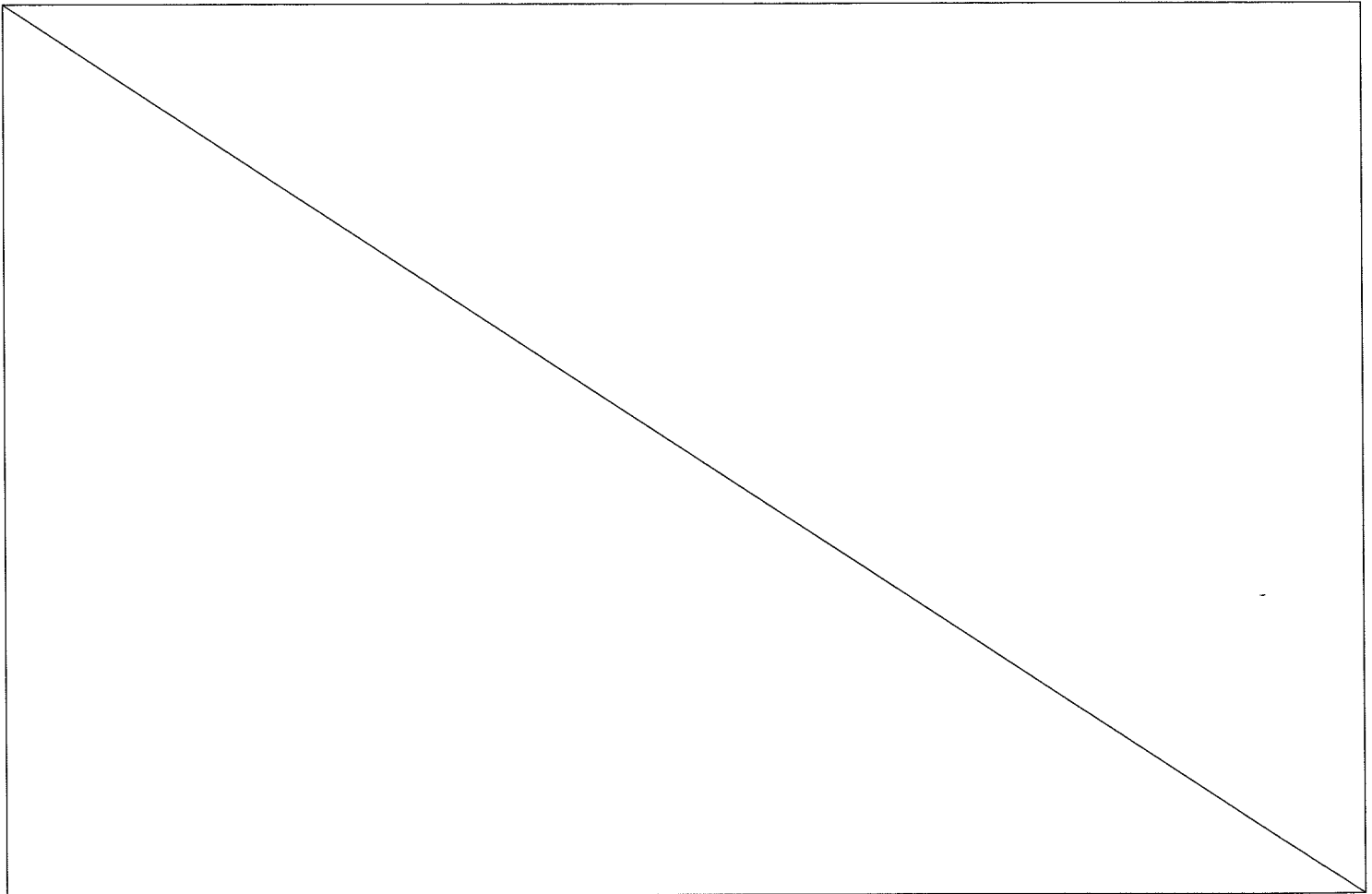
Telephone: 303-866-6162

Fax: 303-894-7440

E-mail: <mailto:peter.vanronk@state.co.us>

5. Price Agreement Number: The price agreement number for the Participating State is 20516YYY38P

This Addendum and the Price Agreement 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 or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, 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 Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.



Department or Agency Number ACA
Contract Routing Number

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

CONTRACTOR:

STATE OF COLORADO:

BILL RITTER, JR. GOVERNOR

By Juniper Networks (US), Inc.
Legal Name of Contracting Entity

By Executive Director
RICH GONZALES



77-0559888
Social Security Number or FEIN

Department of Personnel & Administration


Signature of Authorized Office

LEGAL REVIEW:
JOHN W. SUTHERS, ATTORNEY GENERAL

Mitchell L. Gaynor, Vice President
Print Name & Title of Authorized Officer

BY N/N

CORPORATIONS:
(A corporate attestation is required.)

Attest (Seal) By _____
(Corporate Secretary or Equivalent, or Town/City/County Clerk)
(Place corporate seal here, if available)

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state Contracts. This Contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The Contractor is not authorized to begin performance until the Contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and/or services provided.

STATE CONTROLLER:
David J. McDermott, CPA
Leslie M. Shenefelt

By Yvonne Anderson
Date 4/5/08

Department or Agency Number ACA
Contract Routing Number 08-00403

STATE OF COLORADO WSCA PARTICIPATING ADDENDUM

THIS Participating Addendum is made between the STATE OF COLORADO, acting by and through the Department of Personnel & Administration, Division of Finance and Procurement, State Purchasing Office, with offices at 633 17th Street, Suite 1520, Denver, CO 80202, for the use and benefit of the state agencies and institutions and political subdivisions, each of whom are referred to herein as "State", or "Customer", or "Ordering Entity" as defined herein, and Juniper Networks (US), Inc. with offices at 1194 N. Mathilda Avenue, Sunnyvale, CA, 94089. hereinafter referred to as "Juniper Networks", "contractor" or "vendor."

RECITALS

WHEREAS, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

WHEREAS, Juniper Networks has been selected as a successful vendor of the Request For Proposal:WSCA Contract for Data Communications Equipment, and Associated OEM Maintenance & Training for The State of Utah, the Western State's Contracting Alliance and the National Association of State Procurement Officials, for the purpose of providing Data Communications Equipment Associated OEM Maintenance and Training; and

WHEREAS, the procurement of these services is authorized by the Colorado Revised Statutes to be conducted by the Department of Personnel & Administration; and

WHEREAS, the State of Utah-State Cooperative Contract (AR229) is with this reference, hereby incorporated into this Participating Addendum and is attached as Exhibit B; and

WHEREAS, the State of Colorado is establishing a Permissive Price Agreement, Number 20516YYY38P, as a result of the WSCA Price Agreement award;

NOW THEREFORE, it is hereby agreed that in consideration of the mutual covenants and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the State and contractor agree the following terms and conditions shall apply to Juniper Networks provision of services under this Addendum.

1. SCOPE

1.1 General

This Addendum defines the unit prices or rates for services or user equipment compliant with the requirements in the Request for Proposal (Exhibit C) and the contractor's bid response (Exhibit D) and ordered pursuant to the terms of this Participating Addendum. Except with respect to orders placed by it under this Addendum, the Department of Personnel & Administration shall not be liable to contractor as a signatory to this Participating Addendum for any breach by a State agency or other ordering entity of any payment or other obligation herein or under a purchase order or contract that orders services from this State Award.

1.2 Definitions

"Order" shall refer to any purchase order, contract, or other authorized agreement used to order the services or user equipment priced in this Participating Addendum. An order amended consistent with the requirements of any state agency, department, institution, or political subdivision shall also be governed by the same terms and conditions.

“Ordering Entity” means the State agency, department, institution, or political subdivision that places an order.

“This contract” or “the contract” shall refer to the integrated agreement consisting of the “order” and the terms of this Participating Addendum.

“State agency” shall mean any department, agency, or institution of higher education of the State of Colorado, not including political subdivisions of the State of Colorado.

“Unless otherwise agreed” or “unless otherwise specified” shall mean those terms in the resulting purchase order or contract that are inconsistent with or otherwise modify these terms and conditions.

“User equipment” shall be synonymous with “supplies” and shall refer to any hardware or software shown on the price agreement.

1.3 Orders

The Contractor shall insure that orders for services or user equipment pursuant to this Participating Addendum at a minimum specify:

- A. The software, services, or user equipment being delivered;
- B. The place and time of delivery;
- C. A billing address;
- D. The name, phone number, and address of the ordering entity’s representative;
- E. The price, or in the case of services ordered on an hourly basis the cost per hour and the ceiling amount of the order for services being ordered;
- F. The WSCA Master Price Agreement (AR229); and
- G. The State of Colorado Price Agreement Number 20516YYY38 P.

1.4 Shipping, Acceptance, and Title

Unless otherwise agreed, any software, user equipment or services ordered pursuant to the terms of this Addendum shall be performed at or delivered F.O.B. destination to its designation location, price of shipping included. The ordering entity shall have sixty (60) days from the date of receipt to provide vendor with written notification of acceptance, unless mutually agreed to the contrary by both parties. Title to equipment shall pass to the ordering entity upon acceptance. The terms of this Clause 1.4 and Clause 4 (Acceptance) shall apply to the Contractor only when the State, a Customer or an Ordering Entity issues an Order directly to Contractor.

1.5 Order of Precedence

Except as otherwise specified in this Addendum, the terms of this Addendum may not be modified or contradicted in any order by a State agency, department or institution without approval by the State Purchasing Office. Any conflict or inconsistency between the terms of an order and this Addendum shall be resolved by giving effect first to the terms of this Addendum, and next to the terms of the State of Utah-State Cooperative Contract (AR229) (Exhibit B).

2. PERFORMANCE PERIOD

2.1 The term of this Addendum is set forth in Section 3 of the State of Utah-State Cooperative Contract (AR229). Colorado will be governed by this Addendum as of the date the Participating Addendum is signed by the Colorado State Controller or their designee. The extension and/or renewal of this contract will be controlled by WSCA and the WSCA lead state. If this contract is extended and/or renewed by the WSCA lead state, the State of Colorado will decide whether or not this action is in the best interest of the State of Colorado. If this extension and/or renewal is determined to be in the best interest of the State of Colorado, Colorado will send the vendor a letter expressing the State of Colorado's desire to extend and/or renew the Price Agreement for an additional specific period of time. The period of time will match the State of Utah-State Cooperative Contract (AR229) term as expressed or amended. If the vendor desires to extend and/or renew the price agreement period, the vendor will acknowledge their agreement by signing and returning the letter of renewal to the State of Colorado.

2.2 Orders may be placed consistent with the terms of this Addendum during the period specified above.

2.3 Orders must be placed pursuant to the price agreement prior to the expiration date but may have a delivery date or performance period up to 120 days past the then-current expiration date of this Addendum. The contractor is reminded that financial obligations of the State of Colorado and political subdivisions payable after the current applicable fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

2.4 Notwithstanding the expiration or termination of this Addendum, the contractor agrees to perform in accordance with the terms of any orders then outstanding at such expiration or termination. The contractor shall not honor any orders placed after the expiration or termination of this Addendum, or otherwise inconsistent with its terms. Orders from any indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this price agreement may not be placed after the expiration or termination of this Addendum, notwithstanding the term of any such indefinite delivery order agreement.

3. PAYMENT

3.1 The ordering entity shall pay the contractor the contract price (for projects negotiated as fixed price orders or guaranteed not-to-exceed prices using rates specified herein) or at the contract rate for services performed and accepted or supplies delivered and accepted (for orders priced otherwise). Unless otherwise specified in the order, payments will be made based on the monthly submission of statements detailing the dates, quantity, and description of services performed or supplies delivered. Incorrect payments to the contractor due to omission, error, fraud, or defalcation may be recovered from the contractor by deduction from subsequent payments under orders or other contracts between the ordering entity and the contractor.

3.2 In the event of renewal of the Addendum, or any amendment of its terms (including prices), unless otherwise specified in the order, the contractor shall perform in accordance with the terms of the Addendum current at the time of the order, and invoice at the rates in the Addendum in effect at the time services are performed under the order. Unless otherwise specified in the order, if the parties have agreed to delivery of supplies/ user equipment or to a firm, fixed price or guaranteed "not to exceed" ceiling price for completion of project services, the contractor will invoice monthly during progress of the work at the prices or fares in the Addendum current at the time of the order.

3.3 [Travel/lodging expenses: Not used]

3.4 Any applicable cash discount period or delinquency period will start from the date of receipt of an acceptable invoice, or from the date of receipt of acceptable supplies/user equipment or services at the specified destination by an authorized agency representative, whichever is later.

3.5 State law and regulations provide that vendors will be paid by State agencies within forty-five days after receipt of products or services and a correct notice of amount due, unless otherwise agreed to by special conditions specified in the order. A State liability not paid within forty-five days is considered delinquent and, unless otherwise agreed to, interest on the unpaid balance shall be paid beginning with the forty-sixth day at the rate of one percent per month on the unpaid balance until paid in full. A liability shall not arise if a good faith dispute exists as to the agency's obligation to pay all or a portion of the liability. Vendors shall invoice State ordering entities for interest on

delinquent amounts due. The billing shall reference the delinquent payment, the number of days interest to be paid, and the applicable interest date. (Section 24-30-202(24), C.R.S., as amended)

Ordering Entity and Juniper Networks hereby agree that Ordering Entity will use best efforts to pay Juniper Networks within 30 days of the date of Juniper Networks's invoice. Ordering Entity will pay interest as allowed by Colorado law for invoices not paid after 45 days of receipt of products or services and a correct notice of amount due.

4. INSPECTION AND ACCEPTANCE

The ordering entity reserves the right to inspect services performed or user equipment delivered under this Contract at all reasonable times and places during the term of the Contract. If any of the services or supplies do not conform with Contract requirements, the ordering entity may reject nonconforming supplies or require the contractor to perform the services again in conformity with Contract requirements, with no additional payment. If the ordering entity elects to accept nonconforming tender, or when defects in quality or quantity of service cannot be corrected by re-performance, the ordering entity may (1) require the contractor to take necessary action to insure that the future performance conforms with the contract requirements and (2) equitably reduce the payment due the contractor to reflect the reduced value of the services performed or supply delivered. These remedies in no way limit the remedies otherwise available to the ordering entity in this Contract or remedies otherwise available at law or equity.

5. WARRANTIES

The Contractor agrees to warrant and assume responsibility for each Product that it licenses or sells to the Purchasing Entity under this Agreement in accordance with the Contractor's standard warranties and warranties as defined in the State of Utah-State Cooperative Contract (AR229). The Contractor acknowledges that the Uniform Commercial Code applies to this Agreement. In general, the Contractor warranties are found in Attachment B-1, Standard Contract Terms and Conditions Western States Contracting Alliance (WSCA), 21. WARRANTY

The warranties will not apply to use of a Product other than as anticipated and intended by the Contractor, to a problem arising after changes or modifications to the Products or operating system by any party other than the Contractor (unless expressly authorized in writing by the Contractor), or to use of a Product in conjunction or combination with other Products or software not authorized by the Contractor.

Contractor may modify the warranties described in Exhibit B from time to time with 30 days prior written approval of the Contract Administrator. Warranty documents for Products manufactured by a third party shall be delivered to the Purchasing Entity with the Products, as provided by the Manufacturer.

6. TAX EXEMPT STATUS

6.1 It is hereby recognized and acknowledged by Juniper Networks that State agencies are tax-exempt and is not liable for any sales, use, excise, property, or other taxes imposed by any federal, state or local government tax authority. The State's tax exemption number is 98-02565. The State is also not liable for any taxes of Juniper Networks franchise or related to the income of the Juniper Networks. No taxes of any kind shall be charged to the State. Contractor is hereby notified that when materials are purchased for the benefit of State ordering entities, some political subdivisions require the vendor to pay sales or use taxes even though the ultimate product or service is provided to the State. These sales or use taxes will not be reimbursed by the ordering entity, nor will any prices or rates in this Addendum be adjusted on account of such taxes.

6.2 Contractor will accord the same tax free treatment to political subdivision to the extent that they establish like exemption from taxes.

7. REPORTING

Contractor will submit quarterly volume reports to the State Purchasing Office showing total number and amount of orders, per ordering entity, in accordance with instructions provided by the State Purchasing Office. All reports will be due on or before the 15th day following the end of each quarter. Failure to submit these reports in a timely manner may be cause for termination of the price agreement. The State Purchasing Office reserves the right to inspect and audit contractor 's records pertaining to the price of products delivered under this agreement, not to exceed two audits a year; additionally, each ordering entity has the right to inspect and audit the contractor's records regarding any order placed by the ordering entity.

8. COMMUNICATIONS

With respect to orders placed by State ordering entities, all communications, including reports, notices, and advice of any nature, concerning administration of orders placed under this Addendum, must be furnished solely to the purchasing agent within the ordering entity's purchasing office, or to such other individual identified in writing in the order.

9. CONFIDENTIALITY

In the event the contractor or its employees shall obtain access to any confidential information, records or files of the ordering entity in connection with the performance of its obligations under this Addendum or any order placed pursuant to this Addendum, the contractor shall keep such records, files, and information confidential and shall comply with all laws and regulations concerning the confidentiality of such records to the same extent as such laws and regulations apply to the ordering entity. "Confidential information, records or files" shall not mean information which the ordering entity has denominated in writing as not confidential; or information which at the time of disclosure is in the public domain by having been printed and published and widely available to the public, e.g. information in public libraries or repositories. The contractor shall notify its employees in writing that they are subject to the confidentiality requirement set forth above.

10. FACILITIES AND/OR PROPERTY FURNISHED BY THE ORDERING ENTITY

10.1 The ordering entity shall deliver to the contractor, for use in connection with and under the terms of the contract, the facilities or property described in the order together with any related data and information that the contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "governmental-furnished property").

10.2 The ordering entity and its designees shall have access at all reasonable times to the premises in which any government-furnished property is located for the purpose of inspecting the property. The contractor shall maintain an inventory and accountability system acceptable to the ordering entity, and mark or tag the property in accordance with reasonable procedures of the ordering entity.

10.3 Risk of loss. Unless otherwise provided in the order, the contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, government-furnished property or facilities upon its delivery to or use by the contractor. However, the contractor is not responsible for reasonable wear and tear to property of the ordering entity or for government-furnished property properly consumed in performing the order.

10.4 Upon completing the order, or at such earlier dates as may be fixed by the ordering entity, the contractor shall submit, in a form acceptable to the ordering entity, inventory schedules covering all items of government-furnished property not consumed in performing the contract or delivered to the ordering entity. The contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the government-furnished property as may be directed or authorized by the ordering entity. The net proceeds of any such disposal shall be credited to payment due under the order or shall be paid to the ordering entity as it may direct.

11. RIGHTS, TITLE AND INTEREST

Any supplies or user equipment delivered under this contract will be owned by the Ordering Entity. Any software, reports, data, manuals, or other documents, drawings or materials ("works") delivered or prepared by Contractor in