

**WESTERN STATES CONTRACTING ALLIANCE
PARTICIPATING ADDENDUM
for Data Communications Products and Services
Between
The State of Hawaii and Juniper Networks (US), Inc.
(Name of Contractor)**

This Participating Addendum will add the State of Hawaii as a Participating State to purchase from the WSCA Price Agreement, Number AR-229, with Juniper Networks (US), Inc.

1. Scope: This addendum covers Data Communications Products and Services within the scope of the WSCA Master Agreement for State Agencies and Political Subdivisions listed herein:

Executive Departments/Agencies	City & County of Honolulu
Department of Education	Honolulu City Council
Hawaii Health Systems Corporation	Honolulu Board of Water Supply
Office of Hawaiian Affairs	County of Hawaii
University of Hawaii	Hawaii County Council
House of Representatives	County of Maui
Senate	Maui County Council
Judiciary	County of Kauai
	Kauai County Council

2. Changes and Additions to the Master Price Agreement (MPA):

- A. Participating entities shall include non-profit organizations (pursuant to section 103D-804, HRS) are eligible to use this contract.
- B. Referencing Hawaii Revised Statutes (HRS) §103D-316, the State, at reasonable times, may inspect the part of the plant of business of the contractor or any subcontractor that is related to the performance of a contract awarded or to be awarded by the State.
- C. Usage Reporting Requirement. Juniper Networks (US), Inc. will submit a quarterly sales report to the Participating State, whose address is listed in Paragraph 3, in accordance with the following schedule shown below:

<u>Quarter Ending</u>	<u>Report Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

The quarterly report will be subtotaled by State agency, or political subdivision. The quarterly report shall also include any adjustments from prior periods, if applicable.

- D. The laws and rules of the State of Hawaii, including the Hawaii Public-Procurement Code, shall govern the contract.
- E. The Contractor agrees to comply with Section 11-205.5, HRS, which state that campaign contributions are prohibited from a State and government contractor during the term of the contract if the contractor is paid with funds appropriated by the Legislature.

- F. The State of Hawaii is not mandated to purchase from this contract. This contract may be secondary and non-mandatory.
- G. The State of Hawaii Purchasing Card (pCard) shall be used by the Executive departments/agencies, with the exception of the DOE, HHSC, OHA, and UH, for orders totaling less than \$2,500. Purchase Order may be issued for purchases \$2,500 or more; and for vendors who either do not accept the pCard or who set minimum order requirements before accepting the pCard for payment or who charge its customers a transaction fee for the usage.

Contractor(s) shall forward invoices, original and three (3) copies, directly to the ordering agency. General excise tax shall not be applied to delivery charge.

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any offer submitting with a condition requiring interest payments greater than that allowed by Section 103-10 HRS as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

- H. Price Agreement Number: All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Hawaii and WSCA/NASPO price agreement number: SPO Vendor List Contract No. 08-02 and WSCA/NASPO Master Agreement Number AR229.
3. Primary Contact: The primary state government contact for this participating addendum is as follows:

Contact:	Stanton Mato
State/Political Entity:	State Procurement Office
Address:	1151 Punchbowl Street Room 416
City, State, Zip:	Honolulu, HI. 96813
Phone:	(808) 586-0566
Fax:	(808) 586-0570
Email:	Stanton.d.mato@hawaii.gov

4. Price Agreement Number: The Master Price Agreement Number AR-229 must be shown on all invoices issued against this agreement.

This participating addendum and the WSCA Master Price Agreement Number AR-229, (administered by the State of Utah) 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 Master Contract, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Contract 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 Master Contract and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

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

**State of Hawaii
State Procurement Office**

Aaron S. Fujioka
Signature

AARON S. FUJIOKA
Printed Name

Administrator
Title

1/22/2010
Date

Juniper Networks (US), Inc.

Matthew Coyner
Signature

Matthew Coyner
Printed Name

VICE PRESIDENT
Title

12/4/09
Date

**Juniper Networks, Inc.
Legal Department**

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Approved As To Form 2009