

January 22, 2010

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER  
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: CARMEN HERRERA  
PROCUREMENT OFFICER (DTI)  
302-739-9683

SUBJECT: **AWARD NOTICE**  
**CONTRACT NO. GSS09579-DATACOMM**  
**DATA COMMUNICATIONS EQUIPMENT AND ASSOCIATED OEM**  
**MAINTENANCE & TRAINING**

---

**TABLE OF CONTENTS**  
**OF**  
**KEY CONTRACT INFORMATION**

1. MANDATORY USE CONTRACT:.....	2
2. CONTRACT PERIOD: .....	2
3. VENDORS: .....	2
4. SHIPPING TERMS: .....	2
5. DELIVERY AND PICKUP:.....	2
6. PRICING:.....	2
ADDITIONAL TERMS AND CONDITIONS.....	3

**KEY CONTRACT INFORMATION**

**1. MANDATORY USE CONTRACT:**

[\(Return to Table of Contents\)](#)

**REF: Title 29, Chapter 6911(d) Delaware Code.** Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

**2. CONTRACT PERIOD:**

[\(Return to Table of Contents\)](#)

Each contractor's contract shall be valid through May 31, 2012. Each contract may be renewed for one (1) additional two (2) year period through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

**3. VENDORS:**

[\(Return to Table of Contents\)](#)

**Contract # GSS09579-DATACOMV01**

State of Utah Contract Number: [AR229](#)

Juniper Networks (US), Inc.

Attn: Gareth Owen

1194 N. Mathilda Avenue

Sunnyvale, CA 94089

Phone: (888) 586-4737

Fax: (408) 745-2100

Email: [gowen@juniper.net](mailto:gowen@juniper.net)

Website: <http://www.juniper.net/us/en/solutions/public-sector/state-local-government/>

For ordering information, contact:

[Caroline Rinker](#) or [Roxanne Bieniek](#).

**4. SHIPPING TERMS:**

[\(Return to Table of Contents\)](#)

F.O.B. destination – Freight Prepaid

**5. DELIVERY AND PICKUP:**

[\(Return to Table of Contents\)](#)

30 days ARO

**6. PRICING:**

[\(Return to Table of Contents\)](#)

**ADDITIONAL TERMS AND CONDITIONS**

[\(Return to Table of Contents\)](#)

**7. BILLING:**

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

**8. PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

**9. PRODUCT SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

**10. ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

**11. REQUIREMENTS:**

Insert Information

**12. HOLD HARMLESS:**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

**13. NON-PERFORMANCE:**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

**14. FORCE MAJEURE:**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

**15. AGENCY'S RESPONSIBILITIES:**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

## 1. **Discounts of Manufacturers Price List**

- Initial baseline volume discount – 30% off list price of products
- Volume discount for deal whose total list price is from \$501,000 to \$1 million - 35% off list price of products
- Volume discount for deal whose total list price is over \$1 million - \$39% off list price

With regard to annual maintenance the following discounts apply:

- One-year maintenance and four-year maintenance with SV3 SKUs (which indicate that their list price has already been discounted) – 5% off list price
- Four-year maintenance without SV3 SKUs – 15% off list price

Juniper Networks out-sources its certification training and therefore, can not discount it. All pricing information will be accessible on the Juniper-WSCA Web page and in a WSCA, on the internal Juniper Networks-WSCA Web page for staff and on the internal Juniper-WSCA partner Web page

## 2. **Resolution of Customer Problems**

As shown in the following table, Juniper Networks offers systematic escalation management to customers with current service agreements. This ensures that the appropriate resources within Juniper Networks are utilized to resolve outstanding technical problems as efficiently as possible.

Our systematic escalation process is intended to notify and brief various levels of management throughout the life cycle of the technical issue. Escalation timeframes are measured on a 24x7x365 basis.

**Table 1. Juniper Networks Escalation Management Response Times**

<b>Owner</b>	<b>Priority 1, Critical</b>	<b>Priority 2, High</b>	<b>Priority 3, Medium</b>	<b>Priority 4, Low</b>
Manager, Technical Support	Immediate	12 hours	15 days	
Director, Customer Service	1 hour	24 hours		
Vice President, Customer Service	4 hours	96 hours		
Vice President, Engineering and Sales	4 hours			
Executive Vice President, Operations and Field Operations	24 hours			

*NOTE: These escalation timeframes are to be used as guidelines and are not a substitute for sound business practices.*

**Case Definitions for Priority**

Juniper Networks offers priority setting of problems to customers with current service agreements. This ensures that the appropriate resources within Juniper Networks are utilized to resolve outstanding technical problems as efficiently as possible.

***Priority Management***

The Juniper Networks Technical Assistance Center (JTAC) works with customers to assign mutually agreeable priority levels to problems that will be reflected in the support case opened on their behalf.

*Priority 1: Critical*

Catastrophic impact to business operations. Examples of Priority 1 issues include:

- Network or system is down causing customers to experience a total loss of service
- Continuous or frequent instabilities affecting traffic-handling capability on a significant portion of the network
- Loss of connectivity or isolation to a significant portion of the network
- Creation of a hazard or an emergency

*Priority 2: High*

Significant impact to business operations. Examples of Priority 2 issues include:

- Network or system event causing intermittent impact to end customers
- Loss of redundancy
- Loss of routine administrative or diagnostic capability
- Inability to deploy a key feature or function
- Partial loss of service due to a failed hardware component

*Priority 3: Medium*

Limited impact to business operations. Examples of Priority 3 issues include:

- Network event causing only limited impact to end customers
- Issues seen in a test or pre-production environment that would normally cause adverse impact to a production network
- Time sensitive information requests
- Successful workaround in place for a higher priority issue

*Priority 4: Low*

No impact to business operations. Examples of Priority 4 issues include:

- Information requests
- Standard questions on configuration or functionality of equipment

***Offerors must submit customer satisfaction statistics or survey results concerning the quality of the products and/or services offered.***

**3. Technical Services (Equipment Warranty, Installation, Training, Maintenance Options, Replacement)**

**Warranty Start Date:** "Start Date" as used in this policy means the date the product is received by the Customer.

**Hardware:** Juniper Networks warrants that for a period of one (1) year from the Start Date, the Juniper Networks hardware purchased by customer ("Hardware") shall be free of defects in material and workmanship under normal authorized use consistent with the product instructions. This product warranty extends only to the original purchaser. In the event that Juniper Networks receives notice during the warranty period that any Hardware does not conform to its warranty, Juniper Networks will provide return-to-factory repair, with a twenty (20) business day turnaround from the date of receipt of the product at a Juniper Networks Repair Center. Juniper Networks, at its sole option, will either repair or replace the nonconforming Hardware. Hardware repairs replaced under the terms of any such warranty may be refurbished or new equipment substituted at the option of Juniper Networks. Juniper Networks will use commercially reasonable efforts to ship the replacement Hardware within twenty (20) business days after receipt of the product at a Juniper Networks Repair Center. Actual delivery times may vary depending on the customer location.

**Software:** Juniper Networks warrants that for a period of ninety (90) days from the Start Date, the media, on which the software embedded in the Hardware ("Software") is recorded, shall be free from defects in material and workmanship under normal authorized use consistent with the product instructions. The sole and exclusive remedy of the customer and the entire liability of Juniper Networks under this limited warranty shall be the replacement of the media containing the Software. In addition, with respect to Software embedded in Juniper Networks security products, application acceleration products or certain other Hardware products, as more specifically set forth on <http://www.juniper.net/support>, for a period of fifteen (15) days from the date a customer receives such Hardware product, Juniper Networks will provide the customer that purchased such Hardware product access to one (1) download of the most recent commercially-available version of Software that is embedded in such product. Customer may download the Software by going to <http://www.juniper.net/support>. This right to download extends only to the original purchaser.

**Restrictions:** No warranty will apply if the Hardware or Software (i) has been altered, except by Juniper Networks; (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Juniper Networks in the enclosed documentation; or (iii) has been subjected to unreasonable physical, thermal or electrical stress, misuse, negligence, or accident. In addition, Hardware or Software is not designed or intended for use in (i) the design, construction, operation or maintenance of any nuclear facility, (ii) navigating or operating aircraft; or (iii) operating life-support or life-critical medical equipment, and Juniper Networks disclaims any express or implied warranty of fitness for such uses. Customer is solely responsible for backing up its programs and data to protect against loss or corruption. Juniper Networks warranty obligations do not include installation support.

**Obtaining Technical Support:**

In order to receive service, Juniper Networks requires all customers to create a user account and register their products. Once the products have been registered, full access to Juniper Networks technical resources is granted, 7 days a week, 24 hours a day, 365 days a year.

Customers have the option of submitting an issue via the web or by phone.

- Web: [www.juniper.net/customers/support/Customer](http://www.juniper.net/customers/support/Customer) , Customer Support Center (CSC)
- Phone: 1-888-314-JTAC (U.S., Canada, and Mexico)

For new cases, customers requesting service via phone should be prepared to provide the following:

- Serial number
- Priority level
- Output from /var/log/messages and /var/log/dcd
- Indication of the activity that was being performed when the problem occurred
- Problem detail and configuration data
- Software version
- Configuration data