

AGREEMENT ALJP2013-43

I. General Stipulations

For mutual consideration, the Alabama State Department of Education and Panasonic System Communications Company of North America Division of Panasonic Corporation of North America, a Delaware corporation do fully understand and agree to the below rendition of facts and law that support the need for the following agreement. Panasonic System Communications Company of North America Division of Panasonic Corporation of North America, a Delaware corporation recognizes, accepts, and agrees with the Alabama State Department of Education to the following:

Section 16-61E-2 Code of Alabama (1975) permits school districts to enter joint purchasing agreements for the lease or purchase of "information technology" defined as "equipment, supplies, and other tangible personal property, software, services, or any combination of the foregoing, used to provide data processing, networking, or communications services." As a result, the Montgomery County Public School System and other educational institutions across the State of Alabama have entered into as many separate joint purchasing agreements where each agree with one another to purchase or lease information technology for their respective schools. These schools, to-wit: the Local Education Agencies (LEAs) listed on the contract administrator website, and hereinafter referred to as LEA Group Members, have entered into the aforesaid joint purchasing agreements for the purpose of competitive bidding and purchasing and/or leasing of information technology and in each respective joint purchasing agreement have expressly authorized the SDE as its Joint Purchasing Administrator. Additionally, state law allows the Administrator, SDE, to be responsible for issuing the Invitation to Bid, evaluating the bids received, and awarding the contract.

This document is the resulting contract by and between Panasonic System Communications Company of North America Division of Panasonic Corporation of North America, a Delaware corporation, with its principle offices at 3 Panasonic Way, 2F-11, Secaucus, NJ 07094, hereinafter referred to as "Vendor" and the State of Alabama, acting for purposes of this Contract through its State Department of Education (SDE) with its offices at Montgomery, AL. This contract is in complete accord with Section 16-61E-2 Code of Alabama (1975) (see Attachment) and Invitation to Bid (ITB) #ALJP2013 and vendor's response to ITB #ALJP2013. Inasmuch as the correct and proper invitation and evaluation of bids have been followed by all parties, the Vendor has been awarded this contract by the SDE. This agreement between SDE and Vendor will facilitate and administer the purchasing or leasing of information technology. This contract is effective 3/8/2013 and continues until 3/7/2016. This contract is not to exceed a period of 36 months for the total life of the contract, or to the extent of the law.

In consideration of the various sums and rates listed in the attachments made part of this agreement, the Vendor agrees to provide the product line of Panasonic for the purchasing of the aforesaid LEA Group Members in accordance to Section 16-61E-2 Code of Alabama (1975). Additionally, the Vendor agrees to abide by the terms and conditions expressed below by the SDE, Administrator of these joint purchasing agreements.

II. Conditions of Administration

- (1) The Vendor will be required to maintain and keep current the Product Line Product Offering & Base Pricing source as submitted.
- (2) The Vendor will be required to maintain and keep current the required elements on the Vendor developed Product Line Contract Website located at the web address provided in initial response.
- (3) The Vendor will combine base pricing from the Product Line Product Offering & Base Pricing source and the awarded discount information to maintain the ALJP Price List and updates this file to be located on the Product Line Contract Website. The Vendor will notify the SDE of this or any changes to information on the Product Line Contract Website with a short description of the change(s) via an email to aljpa@alsde.edu. SDE requires that only Panasonic branded products be included on the ALJP Price Listing.
- (4) The SDE will use the awarded Product Line Product Offering & Base Pricing source and Discount(s) to verify the ALJP Pricing submitted and the prices quoted by listed Sales Contacts and/or an online ordering website (if applicable).
- (5) The Ordering Instructions will be provided by the Vendor through the Vendor developed Product Line Contract Website. The Vendor is responsible for keeping the SDE informed of any changes to the Ordering Instructions and shall keep all information accurate and current.
- (6) The Vendor must provide quarterly contract activity and other reports to the SDE as described within ITB#ALJP2013.
- (7) The LEA Group Members, Vendor or the Vendor assigned Authorized Resellers should reference any quotes, purchase orders or other documentation issued as a result of the contract by identifying the same with "Contract# ALJP2013-43" for audit purposes.
- (8) The Vendor and its Authorized Resellers (if applicable) should provide purchase order information from all sales activity as directed by the SDE.
- (9) In accordance with Section 16-61E-2 Code of Alabama (1975), each LEA Group Members shall pay its share of expenditures for purchases under this agreement in the manner as it pays other expenses of the LEA.
- (10) The SDE will not issue purchase orders for the LEA Group Members but will only administer the program for the LEA Group Members. Purchase orders will be initiated by the individual LEA Group Member and Vendor or Reseller (per Vendor's instructions).

- (11) The SDE in addition to monitoring and oversight, may also purchase, with the consent of the Director of Finance or his or her designee, from ALJP contracts when purchases are necessary to maintain statewide application and compatibility.
- (12) By signing this agreement the Vendor agrees to the terms set forth within the "Alabama Department of Education Invitation to Bid ALJP2013" to provide branded Panasonic products. Further, after signature of an authorized Panasonic System Communications Company of North America Division of Panasonic Corporation of North America official and return of the Agreement to SDE at the address provided in ITB #ALJP2013, this agreement shall be considered in force and effect.
- (13) As described within the ITB ALJP2013 document and if applicable per the Vendor's response to ITB ALJP2013, the SDE will not execute a blanket and/or statewide purchasing or supplemental agreement that is required by the Vendor, in the event an individual LEA Group member makes a purchase from this award. The Vendor will be responsible obtaining these individual supplemental documents as normal. In the event there is such a supplemental agreement this agreement must not unique to LEA Group Members only.

III. Contract Disputes.

- (1) **Dispute Resolution.** The parties shall attempt, in good faith, for a period of not less than thirty (30) days to resolve any controversy, claim, or dispute arising out of this Agreement through negotiations. Furthermore, should the parties be unable to resolve any disputes arising under the terms of this Contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings or where appropriate, private mediators.
- (2) **Termination by the State.** This Contract may be terminated by the State for Default, as follows:
 - a. **Termination for Default.** The State shall have the right to terminate this Contract for Default by (Vendor) upon thirty (30) day written notice. A Default shall be deemed to have occurred if (Vendor) breaches any primary obligations, terms or conditions of this Contract and fails to cure such breach within thirty (30) days after receipt of written notice from the State concerning such breach.
 - b. **Termination for Vendor Bankruptcy.** To the extent permitted by applicable law, in the event of the filing of a petition in bankruptcy by or against Vendor, which is not dismissed within thirty (30)

Product Line: Panasonic ALJP2013-43 Panasonic System Communications
Company of North America Division of Panasonic Corporation of North America

days, the State shall have the right to terminate this Contract upon
ten (10) days advance written notice.

IV. Miscellaneous.

- (1) If any provision of this Contract is invalid or unenforceable under any applicable statute or rule of law, this Contract shall be enforced to the maximum extent possible to effectuate the original express intent of the parties.
- (2) The person executing this Contract on behalf of a party represents that he/she is authorized to sign this Contract on behalf of such party and warrants that he/she has full power to enter into this Contract on behalf of such party.
- (3) Any and all notices shall be sent by United States First Class or Certified Mail or by a courier service furnishing proof of delivery (postage and delivery prepaid) to the addresses for the parties set forth below. Either party may change its notice address by notifying the other in like manner.

If to Vendor:

Panasonic System Communications Company of North America Division of
Panasonic Corporation of North America
3 Panasonic Way, 2F-11
Secaucus, NJ 07094

If to SDE:

Warren Craig Pouncey
ALJP2013-43
5119 Gordon Persons Building
50 North Ripley St.
Montgomery, AL 36102

- (4) This Contract shall be governed by and construed in accordance with the laws of the State of Alabama.
- (5) This Contract shall be administered on behalf of the State by the SDE.
- (6) Neither party shall use the name of the other for any commercial purpose without the prior written consent of the other, except that Vendor may, without prior written consent, identify the State in reference listings as a client of Vendor, if such identification does not include the State's endorsement of the services of Vendor.
- (7) This Contract, together with the bid response hereto, constitutes the complete and entire agreement between the parties. This Contract supersedes all prior

discussions, understandings, arrangements and negotiations between the parties with respect to the subject matter of this Contract. The terms and conditions of this Contract shall prevail notwithstanding any variance with the terms and conditions of any order submitted with respect to the Support Services, equipment, supplies or any related services provided in this Contract. This Contract shall not be modified, amended, rescinded, canceled or waived in whole or in part without the written agreement signed by both parties.

V. Required State Provisions.

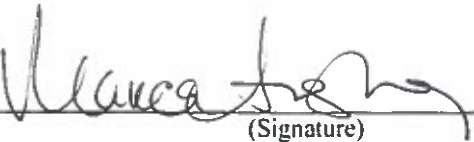
- (1) It is understood that there is no entitlement to any State Merit System benefits to anyone working under the terms of this Contract.
- (2) Notwithstanding any provision within this Contract to the contrary, no travel is to be paid by the State under this Contract unless approved in advance by the State Superintendent and agreed for reimbursement to the State by the State Finance Director.
- (3) The State Superintendent of Education, through his designated representatives, will sponsor and approve the purposes, administration, and supervision of all phases of the services to be provided.
- (4) The initial duration of this agreement is 3/8/2013 through 3/7/2016. Either party upon receipt of a 30-day written notification may terminate the agreement.
- (5) It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article II, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the Contract shall be deemed null and void. The contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.
- (6) This agreement is subject to termination in the event of proration of the fund from which payment under this agreement is to be made.
- (7) Neither party shall have the right to assign or transfer its rights or obligations under this contract without the consent of the other party.
- (8) All funds paid under the terms and conditions of this Contract shall be used for purposes permitted and consistent with Alabama law.

- (9) By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

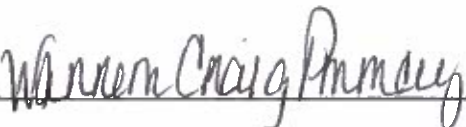
IN WITNESS WHEREOF, the SDE and Vendor have executed this Contract as of the 8th day of March 2013.

Panasonic System Communications
Company of North America Division
of Panasonic Corporation of North
America

STATE OF ALABAMA
DEPARTMENT OF EDUCATION



(Signature)



Dr. Warren Craig Pouncey
Chief of Staff
Division of Administration and Financial Services


Marca Armstrong

(Printed Name)

Vice President

(Printed Title)

This contract has been reviewed for legal form and appears to comply with all applicable laws, rules and regulations of the State of Alabama governing these matters.



Larry E. Craven
General Counsel for the
State Department of Education

Attachment

Section 16-61E-1

Legislative findings; purpose. THIS SECTION WAS ASSIGNED BY THE CODE COMMISSIONER. THIS SECTION HAS NOT BEEN CODIFIED BY THE LEGISLATURE.

The Legislature finds that information technology is an area of rapid change in which specialized knowledge and equipment are often essential. The Legislature further recognizes that substantial savings may be realized by aggregating the purchasing power of educational institutions. The Legislature therefore desires to authorize the joint purchase of information technology and further recognizes that in an effort to truly have fair and competitive bidding as well as ensure quality vendors, any companies that have ISO-9001 certification or any companies or contractors whose affiliates, subdivisions, subsidiaries, or departments have ISO-9001 certification can bid on the information technology to be jointly purchased by educational institutions.

(Act 2003-392, §1.)

Section 16-61E-2

Definitions; purchase authorization; competitive bids; applicability of public contract laws.

(a) For purposes of this chapter, the following terms shall have the following meanings:

(1) EDUCATIONAL INSTITUTION. Educational and eleemosynary institutions governed by boards of trustees or similar governing bodies, state trade schools, state junior colleges, state colleges, or universities under the supervision and control of the State Board of Education, city and county boards of education, district boards of education of independent school districts, Department of Youth Services, the Alabama Institute for Deaf and Blind, the Alabama School of Fine Arts, and the Alabama School of Math and Science.

(2) INFORMATION TECHNOLOGY. Equipment, supplies, and other tangible personal property, software, services, or any combination of the foregoing, used to provide data processing, networking, or communications services.

(3) JOINT PURCHASING AGREEMENT. An agreement in writing providing for the lease or purchase of information technology under a single contract. A joint purchasing agreement may be entered into by any number or combinations of educational institutions. If a joint agreement is executed by each of the participating educational institutions it shall set forth the categories of information technology to be purchased or leased, the manner of advertising for bids and

awarding the contract, the method of payment by each participating educational institution, and other matters deemed necessary to carry out the purposes of the agreement.

(b) The State Department of Education and the Department of Postsecondary Education, in addition to monitoring and oversight, may also purchase, with the consent of the Director of Finance or his or her designee, from joint information technology contracts when purchases are necessary to maintain statewide application and compatibility.

(c) Notwithstanding any provision to the contrary in Articles 2 or 3 of Chapter 16, Title 41, educational institutions that are required by this chapter to let contracts for the purchase of goods and services by competitive bidding may enter into joint purchasing agreements for the lease or purchase of information technology for use by their respective educational institutions. Competitive bids for information technology may result in awards to multiple vendors for each one product line in order to meet the specific requirements of participating educational institutions or to achieve compatibility with existing technology already in use. Each participating educational institution shall pay its share of expenditures for purchases under any agreement in the manner set forth in the agreement and in the same manner as it pays other expenses of the educational institution. Educational institutions entering into a joint agreement pursuant to this section may designate a joint purchasing administrator to be responsible for issuing the invitation to bid, evaluating the bids received, and awarding the contract, in which event the joint purchasing administrator shall have the responsibility to comply with Chapter 16 of Title 41.

(d) All the terms and conditions of Chapter 16 of Title 41, that are not expressly modified by this chapter shall apply to joint purchase agreements. This chapter shall not be construed as granting any educational institution authority to purchase goods and services or increasing the authority, other than the authority to enter into joint purchase agreements, of any educational institution to purchase goods and services.

(e) It is the intent of the Legislature that all joint purchasing agreements conform to all applicable competitive bid provisions of Alabama law pertaining to state contracts, including, without limitation, those contained in Chapter 16 of Title 41 and Chapter 2 of Title 39.

(Act 2003-392, §2.)