

1 **AGREEMENT**

2  
3 **ALJP2022-186**

4 **Product Line: Panasonic**

5 **Vendor Company Name: Panasonic**

6 **Vendor's State of Incorporation: New Jersey**

7 I. General Stipulations

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9 For mutual consideration, the Alabama State Department of Education and **Panasonic**, do fully  
10 understand and agree to the below rendition of facts and law that support the need for the following  
11 agreement. **Panasonic** recognizes, accepts, and agrees with the Alabama State Department of Education to  
12 the following:

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

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27 This document is the resulting contract by and between **Panasonic, 2 Riverfront Plaza, 9th Floor,**  
28 **Newark, NJ 07102**, hereinafter referred to as "Vendor" and the State of Alabama, acting for purposes of this  
29 Contract through its State Department of Education (ALSDE) with its offices at Montgomery, AL. This contract  
30 is in complete accord with Section 16-61E-2 Code of Alabama (1975) and Request for Proposals (RFP) ALJP2022  
31 and vendor's response to RFP ALJP2022. Inasmuch as the correct and proper invitation and evaluation of bids  
32 have been followed by all parties, the Vendor has been awarded this contract by the ALSDE. This agreement  
33 between ALSDE and Vendor will facilitate and administer the purchasing or leasing of information technology.  
34 This contract is effective **February 1, 2022** and continues until **June 30, 2025**. The ALSDE, at its own discretion,  
35 will extend the length of this contract for various periods not to exceed a period of 60 months for the total life  
36 of the contract. The resulting contract will, without written notification, automatically renew on an annual  
37 basis unless the ALSDE declines to renew the resulting contract for the additional periods. In the event that an  
38 annual full or partial renewal is not offered, the ALSDE will notify the Contract Holder in writing 60 days prior  
39 to the renewal expiration date. This contract is subject to termination in the event that funds should not be  
40 appropriated for the continued payment in subsequent fiscal years.

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

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47 II. Conditions of Administration  
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- 49 (1) The Vendor will be required to maintain current public price listing (and archived price listing)  
 50 on a website and provide the URL to ALJP Staff. ALSDE requires that only the awarded branded  
 51 products be included on the website.
- 52 (2) The Vendor will be required to provide current ISO certification and to notify ALJP Staff of any  
 53 changes in Company and/or Sales Contacts.
- 54 (3) The ALSDE will use the awarded Product Line Product Offering & Base Pricing source and  
 55 Discount(s) to verify the ALJP Pricing submitted and the prices quoted by listed Sales Contacts  
 56 and/or an online ordering website (if applicable).
- 57 (4) The Vendor is responsible for keeping the ALSDE informed of any changes to the Ordering  
 58 Instructions.
- 59 (5) The LEA Group Members, Vendor or the Vendor assigned Authorized Resellers will be required  
 60 to reference any quotes, purchase orders or other documentation issued as a result of the  
 61 contract by identifying the same with "Contract # **ALJP2022-186**" for audit purposes.
- 62 (6) The Vendor and its Authorized Resellers (if applicable) will provide purchase order information  
 63 from all sales activity as directed by the ALSDE.
- 64 (7) In accordance with Section 16-61E-2 Code of Alabama (1975), each LEA Group Members shall  
 65 pay its share of expenditures for purchases under this agreement in the manner as it pays  
 66 other expenses of the LEA.
- 67 (8) The ALSDE will not issue purchase orders for the LEA Group Members but will only administer  
 68 the program for the LEA Group Members. Purchase orders will be initiated by the individual  
 69 LEA Group Member and Vendor or Reseller (per Vendor's instructions).
- 70 (9) The ALSDE in addition to monitoring and oversight, may also purchase, with the consent of the  
 71 Director of Finance or his or her designee, from ALJP contracts when purchases are necessary  
 72 to maintain statewide application and compatibility.
- 73 (10) By signing this agreement, the Vendor agrees to the terms set forth within the "Alabama State  
 74 Department of Education Request for Proposal ALJP2022" to provide **Panasonic** branded  
 75 products. Further, after signature of an authorized **Panasonic** official and receipt  
 76 of the completed Agreement to ALSDE at the address provided in RFP #ALJP2022, this  
 77 agreement shall be considered in force and effect.
- 78 (11) The Vendor acknowledges and understands that this contract is not effective until it has  
 79 received all requisite state government approvals and Vendor shall not begin performing work  
 80 under this contract until notified to do so by the contracting state department [or LEA as may  
 81 be the case]. The Vendor is entitled to no compensation for work performed prior to the  
 82 effective date of this contract.
- 83 (12) The vendor acknowledges and understands that this is an overarching contract. The ALSDE will  
 84 not participate in any individual purchase(s) between the awarded vendor and LEA Group

85 member(s). It is not the intent of the ALSDE to be involved in individual purchase agreements  
86 in connection with this ALJP agreement, other than its own.

87 III. Contract Disputes.

88 (1) Dispute Resolution. For any and all other disputes arising under the terms of this contract  
89 which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-  
90 bidding alternative dispute resolution including, but not limited to, mediation. Such dispute  
91 resolutions shall occur in Montgomery, Alabama, utilizing where appropriate, mediators  
92 selected from the roster of mediators maintained by the Center for Dispute Resolution of  
93 Alabama State Bar.

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95 (2) Termination by the State. This Contract may be terminated by the State for Default, as  
96 follows:

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98 a. Termination for Default. The State shall have the right to terminate this  
99 Contract for Default by (Vendor) upon thirty (30) day written notice. A Default  
100 shall be deemed to have occurred if (Vendor) breaches any primary  
101 obligations, terms or conditions of this Contract and fails to cure such breach  
102 within thirty (30) days after receipt of written notice from the State  
103 concerning such breach.

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105 b. Termination for Vendor Bankruptcy. To the extent permitted by applicable  
106 law, in the event of the filing of a petition in bankruptcy by or against Vendor,  
107 which is not dismissed within thirty (30) days, the State shall have the right to  
108 terminate this Contract upon ten (10) days advance written notice.

109 IV. Miscellaneous.

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112 (1) If any provision of this Contract is invalid or unenforceable under any applicable statute or rule  
113 of law, this Contract shall be enforced to the maximum extent possible to effectuate the  
114 original express intent of the parties.

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116 (2) The person executing this Contract on behalf of a party represents that he/she is authorized to  
117 sign this Contract on behalf of such party and warrants that he/she has full power to enter into  
118 this Contract on behalf of such party.

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120 (3) Any and all notices shall be sent by United States First Class or Certified Mail, by a courier  
121 service furnishing proof of delivery (postage and delivery prepaid), or electronically to the  
122 addresses (mail or email) for the parties set forth below. Either party may change its notice  
123 address by notifying the other in like manner.

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125 (4) This agreement shall not be subject to modification or amendment except by written  
126 agreement with the appropriate authorized signatures.

127 If to Vendor:

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Panasonic  
2 Riverfront Plaza, 9th Floor  
Newark, NJ 07102

If to ALSDE:

Dr. Brandon Payne  
ALJP2022  
5119 Gordon Persons Building  
50 North Ripley St.  
Montgomery, AL 36102

- (5) This Contract shall be governed by and construed in accordance with the laws of the State of Alabama.
- (6) This Contract shall be administered on behalf of the State by the ALSDE.
- (7) 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.
- (8) 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.

- 172 (3) The State Superintendent of Education, through his designated representatives, will sponsor  
173 and approve the purposes, administration, and supervision of all phases of the services to be  
174 provided.  
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- 176 (4) The initial duration of this agreement is start date, through with aforementioned extensions.  
177 Either party upon receipt of a 30-day written notification may terminate the agreement.  
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- 179 (5) It is agreed that the terms and commitments contained herein shall not be constituted as a  
180 debt of the State of Alabama in violation of Article II, Section 213 of the Constitution of  
181 Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any  
182 provision of this Contract shall contravene any statute or Constitutional provision or  
183 amendment, either now in effect or which may, during the course of this Contract, be enacted,  
184 then that conflicting provision in the Contract shall be deemed null and void. The contractor's  
185 sole remedy for the settlement of any and all disputes arising under the terms of this  
186 agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of  
187 Alabama.  
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- 189 (6) This agreement is subject to termination in the event of proration of the fund from which  
190 payment under this agreement is to be made.  
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- 192 (7) Neither party shall have the right to assign or transfer its rights or obligations under this  
193 contract without the consent of the other party.  
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- 195 (8) All funds paid under the terms and conditions of this Contract shall be used for purposes  
196 permitted and consistent with Alabama law.  
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- 198 (9) In compliance with Act 2016-312, the contractor hereby certifies that it is not currently  
199 engaged in, and will not engage in, the boycott of a person or an entity based in or doing  
200 business with a jurisdiction with which this state can enjoy open trade.  
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- 202 (10) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535)  
203 ALABAMA LAW (ACT 2011-535) PROVIDES THAT AS A CONDITION FOR THE AWARD OF ANY  
204 CONTRACT BY THE STATE TO A BUSINESS ENTITY OR EMPLOYER THAT EMPLOYS ONE OR MORE  
205 EMPLOYEES, THE EMPLOYER SHALL PROVIDE DOCUMENTATION ESTABLISHING THAT THE  
206 BUSINESS DOES NOT KNOWINGLY EMPLOY, HAS NOT HIRED FOR EMPLOYMENT, NOR WILL IT  
207 CONTINUE TO EMPLOY AN UNAUTHORIZED ALIEN, AS THAT TERM IS DEFINED IN ALABAMA  
208 ACT 2011-535. BY SIGNING THIS AGREEMENT AND BY REFERENCE IN SUBMITTED BID  
209 RESPONSE, COMPANY HEREBY CERTIFIES THAT THEY ARE IN FULL COMPLIANCE WITH ACT  
210 2011-535 AND ACKNOWLEDGES THAT THE AWARING AUTHORITY WILL DECLARE THIS  
211 AGREEMENT VOID IF THE CERTIFICATION IS NOT VALID. DOCUMENTATION OF ENROLLMENT  
212 IN THE E-VERIFY PROGRAM WILL BE REQUIRED. FAILURE TO PROVIDE DOCUMENTATION  
213 WITHIN 5 CALENDAR DAYS OF NOTIFICATION BY THE ALSDE WILL RESULT IN THE VOID OF THIS  
214 AGREEMENT. TO ENROLL IN THE E-VERIFY PROGRAM VISIT WWW.DHS.GOV/E-VERIFY  
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216 IN WITNESS WHEREOF, the ALSDE and Vendor have executed this Contract as of the 31st day of  
217 January 2022.

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Panasonic

STATE OF ALABAMA  
DEPARTMENT OF EDUCATION

*Regina Tokar*



\_\_\_\_\_  
(Signature of Vendor Representative)

\_\_\_\_\_  
(Signature)  
Brandon T. Payne, Ed.D.

Regina B Tokar

Assistant State Superintendent of LEA Auxiliary  
Services

\_\_\_\_\_  
(Type Name of Vendor Representative)

Interim Deputy State Superintendent of Education  
Administration & Finance

Vice President, Business Operations

\_\_\_\_\_  
(Type Title of Vendor Representative)

*Eric G. Mackey*

\_\_\_\_\_  
(Signature)

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Eric G. Mackey, Ed.D  
State Superintendent of Education

\_\_\_\_\_  
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.

*J. Jason Swann*

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(Signature)

J. Jason Swann  
General Counsel for the  
State Department of Education

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