

AGREEMENT
ALJP2016-003

Vendor's Company Name: ADTRAN, Inc

Vendor's State of Incorporation: Delaware

I. General Stipulations

For mutual consideration, the Alabama State Department of Education and ADTRAN, Inc, do fully understand and agree to the below rendition of facts and law that support the need for the following agreement. ADTRAN, Inc 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 ALSDE as its Joint Purchasing Administrator. Additionally, state law allows the Administrator, ALSDE, 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 ADTRAN, Inc, with its principal offices at 901 Explorer Blvd, Huntsville, AL 35806 hereinafter referred to as "Vendor" and the State of Alabama, acting for purposes of this Contract through its State Department of Education (ALSDE) with its offices at Montgomery, AL. This contract is in complete accord with Section 16-61E-2 Code of Alabama (1975) and Invitation to Bid (ITB) ALJP2016 and vendor's response to ITB ALJP2016. 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 ALSDE. This agreement between ALSDE and Vendor will facilitate and administer the purchasing or leasing of information technology. This contract is effective 3/17/2016 and continues until 6/30/2018. The ALSDE, at its own discretion, will extend the length of this contract for various periods not to exceed a period of 36 months for the total life of the contract. The resulting contract will, without written notification, automatically renew on an annual basis unless the ALSDE declines to renew the resulting contract for the additional periods. In the event that an annual full or partial renewal is not offered, the ALSDE will notify the Contract Holder in writing 60 days prior to the renewal expiration date.

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 ADTRAN Networking and Communications equipment 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 ALSDE, Administrator of these joint purchasing agreements.

II. Conditions of Administration

- (1) The Vendor will be required to maintain and keep current the required ISO Certification required for the life of this contract.
- (2) The Vendor will be required to maintain and keep current the Product Line Product Offering & Base Pricing source as submitted.
- (3) The Vendor will be required to maintain and keep current the required elements on the ALJP Website and on the Vendor developed Product Line Contract Website located at the web address within the Vendor's awarded response.
- (4) 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 update this file to be located on the Product Line Contract Website. The Vendor will notify the ALSDE 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 aljp@ALSDE.edu. ALSDE requires that only the awarded branded products be included on the ALJP Price Listing.
- (5) The ALSDE 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).
- (6) The Ordering Instructions will be provided by the Vendor through the Vendor developed Product Line Contract Website. The Vendor is responsible for keeping the ALSDE informed of any changes to the Ordering Instructions and shall keep all information accurate and current.
- (7) The Vendor must provide quarterly contract activity and other reports to the ALSDE as described within ITB#ALJP2016.
- (8) The LEA Group Members, Vendor or the Vendor assigned Authorized Resellers will be required to reference any quotes, purchase orders or other documentation issued as a result of the contract by identifying the same with "Contract #ALJP2016-003" for audit purposes.
- (9) The Vendor and its Authorized Resellers (if applicable) will provide purchase order information from all sales activity as directed by the ALSDE.
- (10) In accordance with Section 16-61E-2 Code of Alabama (1975), each LEA Group Member shall pay its share of expenditures for purchases under this agreement in the same manner it pays other expenses of the LEA.
- (11) The ALSDE 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).

- (12) The ALSDE 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.
- (13) By signing this agreement the Vendor agrees to the terms set forth within the "Alabama State Department of Education Invitation to Bid ALJP2016" to provide branded ADTRAN Networking and Communications equipment products. Further, after signature of an authorized ADTRAN, Inc official and return of the Agreement to ALSDE at the address provided in ITB #ALJP2016, this agreement shall be considered in force and effect.
- (14) The Vendor acknowledges and understands that this contract is not effective until it has received all requisite state government approvals and Vendor shall not begin performing work under this contract until notified to do so by the contacting state department [or LEA as may be the case. The Vendor is entitled to no compensation for work performed prior to the effective date of this contract.

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

If to Vendor:

ADTRAN, Inc
901 Explorer Blvd
Huntsville, AL 35806

If to ALSDE:

Mr. Andy Craig
ALJP2016
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

ADTRAN Networking and Communications equipment
ADTRAN, Inc

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.

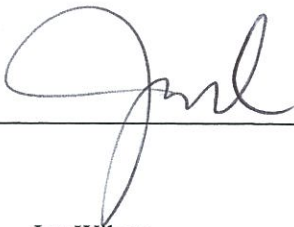
- (1) It is understood that there is no entitlement to any State Merit System benefits to anyone working under the terms of this Contract.
- (2) Notwithstanding any provision within this Contract to the contrary, no travel is to be paid by the State under this Contract unless approved in advance by the 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 start date, through with aforementioned extensions. 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) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535) ALABAMA LAW (ACT 2011-535) PROVIDES THAT AS A CONDITION FOR THE AWARD OF ANY CONTRACT BY THE STATE TO A BUSINESS ENTITY OR EMPLOYER THAT EMPLOYS ONE OR MORE EMPLOYEES, THE EMPLOYER SHALL PROVIDE DOCUMENTATION ESTABLISHING THAT THE BUSINESS DOES NOT KNOWINGLY EMPLOY, HAS NOT HIRED FOR EMPLOYMENT, NOR WILL IT CONTINUE TO EMPLOY AN UNAUTHORIZED ALIEN, AS THAT TERM IS DEFINED IN ALABAMA ACT 2011-535. BY SIGNING THIS AGREEMENT AND BY REFERENCE IN SUBMITTED BID RESPONSE, COMPANY HEREBY CERTIFIES THAT THEY ARE IN FULL COMPLIANCE WITH ACT 2011-535 AND ACKNOWLEDGES THAT THE AWARDED AUTHORITY WILL DECLARE THIS AGREEMENT VOID IF THE CERTIFICATION IS NOT VALID. DOCUMENTATION OF ENROLLMENT IN THE E-VERIFY PROGRAM WILL BE REQUIRED. FAILURE TO PROVIDE DOCUMENTATION WITHIN 5 CALENDAR DAYS OF NOTIFICATION BY THE ALSDE WILL RESULT IN THE VOID OF THIS AGREEMENT. TO ENROLL IN THE E-VERIFY PROGRAM VISIT WWW.DHS.GOV/E-VERIFY

IN WITNESS WHEREOF, the ALSDE and Vendor have executed this Contract as of the 28th day of March 2016.

ADTRAN, Inc

STATE OF ALABAMA
DEPARTMENT OF EDUCATION



(Signature)

Jay Wilson

(Printed Name)

Sr. Vice President

Technology and Strategy

(Printed Title)

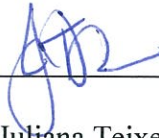


Mr. Andy Craig

Deputy State Superintendent of Education

Administrative and Financial Services

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.



Juliana Teixeira Dean
General Counsel for the
State Department of Education