

ALJP AGREEMENT

ALJP2026-103

Product Line: Cisco

Vendor Company Name: Cisco Systems, Inc.

Vendor's State of Incorporation: Delaware

I. General Stipulations

9 For mutual consideration, the Alabama State Department of Education and **Cisco Systems, Inc.** do fully
10 understand and agree to the below rendition of facts and law that support the need for the following
11 agreement. **Cisco Systems, Inc.** recognizes, accepts, and agrees with the Alabama State Department of
12 Education to 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 agrees 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 **Cisco Systems, Inc., 170 West Tasman Drive,**
28 **San Jose, CA 95134**, 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 Invitation to Bid **ITB ALJP2026** and
31 the vendor's response to **ITB ALJP2026**. 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 purchase of hardware and/or software. This
34 contract is effective **1/2/2026 and continues until 06/30/2029**. The ALSDE, at its own discretion, will extend
35 the length of this contract for various periods not to exceed a period of 60 months for the total life of the
36 contract. The resulting contract will, without written notification, automatically renew on an annual basis
37 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 within the Vendor's response to the ITB, the
42 Vendor agrees to provide services and respective pricing as listed within the response documentation for the
43 contract term for the purchasing of the aforesaid LEA Group Members in accordance to Section 16-61E-2 Code
44 of Alabama (1975). The ALSDE recognizes and accepts that a separate participation agreement may be
45 required by the vendor. If a separate participation agreement is required, it was submitted as part of the
46 Vendor's ITB response. The Vendor and each individual purchasing LEA Group Member must recognize that
47 ALSDE is not responsible for the content in any separate agreement. The Vendor is responsible for informing
48 and providing such agreement(s) to the individual purchasing LEA Group Member. The vendor must recognize
49 that these additional purchasing agreements must not contradict the terms as stated within this contract as
50 well as those stated and accepted within the awarded response. Additionally, if any such individualized
51 purchasing agreement reaches beyond the contract term listed in this document, as it may relate to a specific
52 E-Rate project or E-Rate funding cycle, then such agreement should be considered negotiable beyond the
53 contract end date (to the extent the law allows). Additionally, the Vendor agrees to abide by the terms and
54 conditions expressed below by the ALSDE, Administrator of these joint purchasing agreements.

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56 II. Conditions of Administration

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58 (1) The Vendor will be required to maintain current public price listing (and archived price listing)
59 on a website and provide the URL to ALJP Staff. ALSDE requires that only the awarded branded
60 products be included on the website.

61 (2) The Vendor will be required to provide current ISO certification and to notify ALJP Staff of any
62 changes in Company and/or Sales Contacts.

63 (3) The ALSDE will use the awarded Product Line Product/Services Offering & Base Pricing source
64 and Discount(s) to verify the ALJP Pricing submitted and the prices quoted by listed Sales
65 Contacts and/or an online ordering website (if applicable).

66 (4) The Vendor-offered discounted pricing submitted within the ITB response will be valid until
67 the contract end date. However, the lowering of the initial pricing will be allowed on a whole
68 or per individual quote during the contract period.

69 (i) Vendor may resubmit pricing to reflect lower pricing at any time during a valid
70 contract period.

71 (ii) Vendor may resubmit pricing to reflect the removal of services no longer available.

72 (iii) Vendor may not resubmit pricing that includes any new services, and pricing thereof,
73 as these may require a new procurement process.

74 (5) The ALSDE does not confirm any Vendor claim of service or equipment E-Rate eligibility made
75 within the awarded response. The determination of E-Rate eligibility will be the responsibility
76 of the E-Rate applicant.

77 (6) Vendor and/or designated sales contacts will participate in the online mini-bid system
78 designed to assist LEA Group Members in seeking the best cost-effective services and pricing
79 to meet their individual LEA needs and additional requirements/specifications.

80 (7) The Vendor and its Authorized Resellers (if applicable) will comply with the Lowest
81 Corresponding Price requirements of the E-Rate rules when applicable.

82 (8) The Vendor is responsible for keeping the ALSDE informed of any changes to the Ordering
 83 Instructions.
 84 (9) The LEA Group Members, Vendor or the Vendor assigned Authorized Resellers will be required
 85 to reference any quotes, purchase orders or other documentation issued as a result of the
 86 contract by identifying the same with "Contract # **ALJP2026-103**" for audit purposes.
 87 (10) The Vendor will provide purchase order information from all sales activity as directed by the
 88 ALSDE under the resulting contract.
 89 (11) In accordance with Section 16-61E-2 Code of Alabama (1975), each LEA Group Members shall
 90 pay its share of expenditures for purchases under this agreement in the manner as it pays
 91 other expenses of the LEA.
 92 (12) The ALSDE will not issue purchase orders for the LEA Group Members but will only administer
 93 the program for the LEA Group Members. Purchase orders will be initiated by the individual
 94 LEA Group Member and Vendor or Reseller (per Vendor's instructions).
 95 (13) The ALSDE in addition to monitoring and oversight, may also purchase, with the consent of the
 96 Director of Finance or his or her designee, from ALJP contracts when purchases are necessary
 97 to maintain statewide application and compatibility.
 98 (14) By signing this agreement, the Vendor agrees to the terms set forth within the "Alabama State
 99 Department of Education **ITB ALJP2026**" to provide **Information Technology Hardware &**
 100 **Software** branded services/products. Further, after the signature of an authorized **Cisco**
 101 **Systems, Inc.** official and receipt of the completed Agreement to ALSDE at the address
 102 provided in **ITB ALJP2026**, this agreement shall be considered in force and effect.
 103 (15) The Vendor acknowledges and understands that this contract is not effective until it has
 104 received all requisite state government approvals, and Vendor shall not begin performing work
 105 under this contract until notified to do so by the contracting state department [or LEA as may
 106 be the case]. The Vendor is entitled to no compensation for work performed prior to the
 107 effective date of this contract.
 108 (16) The vendor acknowledges and understands that this is an overarching contract. The ALSDE will
 109 not participate in any individual purchase(s) between the awarded vendor and LEA Group
 110 member(s). It is not the intent of the ALSDE to be involved in individual purchase agreements
 111 in connection with this ALJP agreement, other than its own.
 112 (17) If the product line indicated in this agreement uses artificial intelligence (AI), then the Vendor
 113 shall agree to adhere to all applicable state and federal regulations and purchaser
 114 requirements regarding AI model training and data safety.

115 II. Contract Disputes.

116 (1) Dispute Resolution. For any and all other disputes arising under the terms of this contract
 117 which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-
 118 bidding alternative dispute resolution including, but not limited to, mediation. Such dispute
 119 resolutions shall occur in Montgomery, Alabama, utilizing where appropriate, mediators
 120 selected from the roster of mediators maintained by the Center for Dispute Resolution of
 121 Alabama State Bar.
 122 (2) Termination by the State. This Contract may be terminated by the State for Default, as
 123 follows:

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126 a. Termination for Default. The State shall have the right to terminate this

127 Contract for any reason, including for default by (Vendor), upon thirty (30) day

128 written notice. A default shall be deemed to have occurred if (Vendor)

129 breaches any primary obligations, terms, or conditions of this Contract and

130 fails to cure such breach within thirty (30) days after receipt of written notice

131 from the State concerning such breach.

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133 b. Termination for Vendor Bankruptcy. To the extent permitted by applicable

134 law, in the event of the filing of a petition in bankruptcy by or against Vendor,

135 which is not dismissed within thirty (30) days, the State shall have the right to

136 terminate this Contract upon ten (10) days advance written notice.

137 III. Miscellaneous.

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140 (1) If any provision of this Contract is invalid or unenforceable under any applicable statute or rule

141 of law, this Contract shall be enforced to the maximum extent possible to effectuate the

142 original express intent of the parties.

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144 (2) The person executing this Contract on behalf of a party represents that he/she is authorized to

145 sign this Contract on behalf of such party and warrants that he/she has full power to enter into

146 this Contract on behalf of such party.

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148 (3) Any and all notices shall be sent by United States First Class or Certified Mail, by a courier

149 service furnishing proof of delivery (postage and delivery prepaid), or electronically to the

150 addresses (mail or email) for the parties set forth below. Either party may change its notice

151 address by notifying the other in like manner.

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153 (4) This agreement shall not be subject to modification or amendment except by written

154 agreement with the appropriate authorized signatures.

155 If to Vendor:

156 **Cisco Systems, Inc.**
 157 **170 West Tasman Drive**
 158 **San Jose, CA 95134**

159 If to ALSDE:

160 Mr. Arthur Watts
 161 ALJP2026
 162 5119 Gordon Persons Building
 163 50 North Ripley St.
 164 Montgomery, AL 36102

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168 (5) This Contract shall be governed by and construed in accordance with the laws of the State of

169 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. This Contract shall not be modified or amended in whole or in part without the written agreement signed by both parties.

IV. 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 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.
- (4) 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.
- (5) This agreement is subject to termination in the event of proration of the fund from which payment under this agreement is to be made.
- (6) Neither party shall have the right to assign or transfer its rights or obligations under this contract without the consent of the other party.
- (7) All funds paid under the terms and conditions of this Contract shall be used for purposes permitted and consistent with Alabama law.

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(8) In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

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(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 AWARDING 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

235 IN WITNESS WHEREOF, the ALSDE and Vendor have executed this Contract as of the 12th day of
236 January, 2026.

237 **Cisco Systems, Inc.**

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STATE OF ALABAMA DEPARTMENT OF EDUCATION

Jenn Baenziger

(Signature of Vendor Representative)

Jenn Baenziger

(Name of Vendor Representative)

Authorized Signatory

(Title of Vendor Representative)

Arthur Watts

Mr. Arthur Watts, Jr.
Deputy State Superintendent
Administration & Finance

Eric G. Mackey

Dr. Eric G. Mackey
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

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

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