

1 **ALJP AGREEMENT**

2
3 **ALJP2026-103**

4 **Product Line: Cisco**

5 **Vendor Company Name: Cisco Systems, Inc.**

6 **Vendor's State of Incorporation: Delaware**

7 I. General Stipulations

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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

to the renewal expiration date. This contract is subject to termination in the event that funds should not be appropriated for the continued payment in subsequent fiscal years.

In consideration of the various sums and rates listed within the Vendor's response to the ITB, the Vendor agrees to provide services and respective pricing as listed within the response documentation for the contract term for the purchasing of the aforesaid LEA Group Members in accordance to Section 16-61E-2 Code of Alabama (1975). The ALSDE recognizes and accepts that a separate participation agreement may be required by the vendor. If a separate participation agreement is required, it was submitted as part of the Vendor's ITB response. The Vendor and each individual purchasing LEA Group Member must recognize that ALSDE is not responsible for the content in any separate agreement. The Vendor is responsible for informing and providing such agreement(s) to the individual purchasing LEA Group Member. The vendor must recognize that these additional purchasing agreements must not contradict the terms as stated within this contract as well as those stated and accepted within the awarded response. Additionally, if any such individualized purchasing agreement reaches beyond the contract term listed in this document, as it may relate to a specific E-Rate project or E-Rate funding cycle, then such agreement should be considered negotiable beyond the contract end date (to the extent the law allows). 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 current public price listing (and archived price listing) on a website and provide the URL to ALJP Staff. ALSDE requires that only the awarded branded products be included on the website.
- (2) The Vendor will be required to provide current ISO certification and to notify ALJP Staff of any changes in Company and/or Sales Contacts.
- (3) The ALSDE will use the awarded Product Line Product/Services 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).
- (4) The Vendor-offered discounted pricing submitted within the ITB response will be valid until the contract end date. However, the lowering of the initial pricing will be allowed on a whole or per individual quote during the contract period.
 - (i) Vendor may resubmit pricing to reflect lower pricing at any time during a valid contract period.
 - (ii) Vendor may resubmit pricing to reflect the removal of services no longer available.
 - (iii) Vendor may not resubmit pricing that includes any new services, and pricing thereof, as these may require a new procurement process.
- (5) The ALSDE does not confirm any Vendor claim of service or equipment E-Rate eligibility made within the awarded response. The determination of E-Rate eligibility will be the responsibility of the E-Rate applicant.
- (6) Vendor and/or designated sales contacts will participate in the online mini-bid system designed to assist LEA Group Members in seeking the best cost-effective services and pricing to meet their individual LEA needs and additional requirements/specifications.
- (7) The Vendor and its Authorized Resellers (if applicable) will comply with the Lowest Corresponding Price requirements of the E-Rate rules when applicable.

- (8) The Vendor is responsible for keeping the ALSDE informed of any changes to the Ordering Instructions.
- (9) 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 # **ALJP2026-103**" for audit purposes.
- (10) The Vendor will provide purchase order information from all sales activity as directed by the ALSDE under the resulting contract.
- (11) 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.
- (12) 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).
- (13) 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.
- (14) By signing this agreement, the Vendor agrees to the terms set forth within the "Alabama State Department of Education **ITB ALJP2026**" to provide **Information Technology Hardware & Software** branded services/products. Further, after the signature of an authorized **Cisco Systems, Inc.** official and receipt of the completed Agreement to ALSDE at the address provided in **ITB ALJP2026**, this agreement shall be considered in force and effect.
- (15) 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 contracting 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.
- (16) The vendor acknowledges and understands that this is an overarching contract. The ALSDE will not participate in any individual purchase(s) between the awarded vendor and LEA Group member(s). It is not the intent of the ALSDE to be involved in individual purchase agreements in connection with this ALJP agreement, other than its own.
- (17) If the product line indicated in this agreement uses artificial intelligence (AI), then the Vendor shall agree to adhere to all applicable state and federal regulations and purchaser requirements regarding AI model training and data safety.

II. Contract Disputes.

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

III. 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, by a courier service furnishing proof of delivery (postage and delivery prepaid), or electronically to the addresses (mail or email) 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:

Cisco Systems, Inc.
170 West Tasman Drive
San Jose, CA 95134

If to ALSDE:

Mr. Arthur Watts
 ALJP2026
 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.

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171 (6) This Contract shall be administered on behalf of the State by the ALSDE.
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173 (7) Neither party shall use the name of the other for any commercial purpose without the prior
174 written consent of the other, except that Vendor may, without prior written consent, identify
175 the State in reference listings as a client of Vendor, if such identification does not include the
176 State's endorsement of the services of Vendor.
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178 (8) This Contract, together with the bid response hereto, constitutes the complete and entire
179 agreement between the parties. This Contract supersedes all prior discussions,
180 understandings, arrangements, and negotiations between the parties with respect to the
181 subject matter of this Contract. This Contract shall not be modified or amended in whole or in
182 part without the written agreement signed by both parties.
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185 IV. Required State Provisions.
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- 187 (1) It is understood that there is no entitlement to any State Merit System benefits to anyone
188 working under the terms of this Contract.
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190 (2) Notwithstanding any provision within this Contract to the contrary, no travel is to be paid by
191 the State under this Contract unless approved in advance by the State Superintendent and
192 agreed for reimbursement to the State by the State Finance Director.
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195 (3) The initial duration of this agreement is start date, through with aforementioned extensions.
196 Either party upon receipt of a 30-day written notification may terminate the agreement.
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198 (4) It is agreed that the terms and commitments contained herein shall not be constituted as a
199 debt of the State of Alabama in violation of Article II, Section 213 of the Constitution of
200 Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any
201 provision of this Contract shall contravene any statute or Constitutional provision or
202 amendment, either now in effect or which may, during the course of this Contract, be enacted,
203 then that conflicting provision in the Contract shall be deemed null and void. The contractor's
204 sole remedy for the settlement of any and all disputes arising under the terms of this
205 agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of
206 Alabama.
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208 (5) This agreement is subject to termination in the event of proration of the fund from which
209 payment under this agreement is to be made.
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211 (6) Neither party shall have the right to assign or transfer its rights or obligations under this
212 contract without the consent of the other party.
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214 (7) All funds paid under the terms and conditions of this Contract shall be used for purposes
215 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 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 12th day of
January, 2026.

Cisco Systems, Inc.

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. Swann

J. Jason Swann

General Counsel for the

State Department of Education