

AGREEMENT

ALJP2022-071

Product Line: Cisco

Vendor Company Name: Cisco Systems, Inc.

Vendor's State of Incorporation: Delaware

I. General Stipulations

For mutual consideration, the Alabama State Department of Education and **Cisco Systems, Inc.**, do fully understand and agree to the below rendition of facts and law that support the need for the following agreement. **Cisco Systems, 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 **Cisco Systems, Inc., 170 West Tasman Drive, San Jose CA 95134**, 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 Request for Proposals (RFP) ALJP2022 and vendor's response to RFP ALJP2022. 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 **February 1, 2022** and continues until **June 30, 2025**. The ALSDE, at its own discretion, will extend the length of this contract for various periods not to exceed a period of 60 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. This contract is subject to termination in the event that funds should not be 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 **Cisco** for the purchasing of the aforesaid LEA Group Members
 43 in accordance to Section 16-61E-2 Code of Alabama (1975). Additionally, the Vendor agrees to abide by the
 44 terms and conditions expressed below by the ALSDE, Administrator of these joint purchasing agreements.

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46 II. Conditions of Administration

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

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

86 III. Contract Disputes.

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

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

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

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

108 IV. Miscellaneous.

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

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

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

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

126 If to Vendor:

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

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.

- 171 (3) The State Superintendent of Education, through his designated representatives, will sponsor
172 and approve the purposes, administration, and supervision of all phases of the services to be
173 provided.
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- 175 (4) The initial duration of this agreement is start date, through with aforementioned extensions.
176 Either party upon receipt of a 30-day written notification may terminate the agreement.
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- 178 (5) It is agreed that the terms and commitments contained herein shall not be constituted as a
179 debt of the State of Alabama in violation of Article II, Section 213 of the Constitution of
180 Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any
181 provision of this Contract shall contravene any statute or Constitutional provision or
182 amendment, either now in effect or which may, during the course of this Contract, be enacted,
183 then that conflicting provision in the Contract shall be deemed null and void. The contractor's
184 sole remedy for the settlement of any and all disputes arising under the terms of this
185 agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of
186 Alabama.
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- 188 (6) This agreement is subject to termination in the event of proration of the fund from which
189 payment under this agreement is to be made.
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- 191 (7) Neither party shall have the right to assign or transfer its rights or obligations under this
192 contract without the consent of the other party.
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- 194 (8) All funds paid under the terms and conditions of this Contract shall be used for purposes
195 permitted and consistent with Alabama law.
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- 197 (9) In compliance with Act 2016-312, the contractor hereby certifies that it is not currently
198 engaged in, and will not engage in, the boycott of a person or an entity based in or doing
199 business with a jurisdiction with which this state can enjoy open trade.
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- 201 (10) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535)
202 ALABAMA LAW (ACT 2011-535) PROVIDES THAT AS A CONDITION FOR THE AWARD OF ANY
203 CONTRACT BY THE STATE TO A BUSINESS ENTITY OR EMPLOYER THAT EMPLOYS ONE OR MORE
204 EMPLOYEES, THE EMPLOYER SHALL PROVIDE DOCUMENTATION ESTABLISHING THAT THE
205 BUSINESS DOES NOT KNOWINGLY EMPLOY, HAS NOT HIRED FOR EMPLOYMENT, NOR WILL IT
206 CONTINUE TO EMPLOY AN UNAUTHORIZED ALIEN, AS THAT TERM IS DEFINED IN ALABAMA
207 ACT 2011-535. BY SIGNING THIS AGREEMENT AND BY REFERENCE IN SUBMITTED BID
208 RESPONSE, COMPANY HEREBY CERTIFIES THAT THEY ARE IN FULL COMPLIANCE WITH ACT
209 2011-535 AND ACKNOWLEDGES THAT THE AWARING AUTHORITY WILL DECLARE THIS
210 AGREEMENT VOID IF THE CERTIFICATION IS NOT VALID. DOCUMENTATION OF ENROLLMENT
211 IN THE E-VERIFY PROGRAM WILL BE REQUIRED. FAILURE TO PROVIDE DOCUMENTATION
212 WITHIN 5 CALENDAR DAYS OF NOTIFICATION BY THE ALSDE WILL RESULT IN THE VOID OF THIS
213 AGREEMENT. TO ENROLL IN THE E-VERIFY PROGRAM VISIT WWW.DHS.GOV/E-VERIFY
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215 IN WITNESS WHEREOF, the ALSDE and Vendor have executed this Contract as of the 14th day of
216 February 2022.

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Cisco Systems, Inc.

STATE OF ALABAMA
DEPARTMENT OF EDUCATION

Steve Kite

[Signature]

(Signature of Vendor Representative)

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

Steve Kite

Assistant State Superintendent of LEA Auxiliary
Services

(Type Name of Vendor Representative)

Interim Deputy State Superintendent of Education
Administration & Finance

Authorized Signatory

(Type Title of Vendor Representative)

Eric G. Mackey

(Signature)

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

(Signature)

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

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