

CLOUD SOLUTIONS 2016-2026
Lead by the State of **Utah**

Master Agreement #: AR2490

Contractor: **STRATEGIC COMMUNICATIONS LLC**

Participating Entity: **STATE OF IDAHO**

PADD Number: **PADD20220967**

The following products or services are included in this contract portfolio:

- *Pluralsight's Technology Training Platform Solution. The State reserves the right to add other products or services as it deems appropriate, upon mutual written amendment of this Agreement.*

Master Agreement Terms and Conditions:

1. Scope: This addendum covers **Cloud Solutions** lead by the State of *Utah* for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Idaho. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Access to Cloud Solutions Services Requires State CIO Approval: Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state.

Pursuant to Idaho Code Section 67-827A and policy established by the Idaho Office of the Governor's Information Technology Services (ITS), Idaho state agencies are required to receive approval from ITS prior to purchasing certain types of IT property, including the goods and services covered by this agreement. The Contractor shall not fulfill orders placed by Idaho state agencies unless it receives confirmation from the agency that ITS has given approval. This requirement does not apply to other public agencies in the state.

4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

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Contractor

Name:	Strategic Communications, LLC
Address:	310 Evergreen Rd., Louisville, KY 40243
Telephone:	800-889-0608
Fax:	502-657-6512
Email:	naspo@yourstrategic.com

Participating Entity

Name:	Jason Urquhart
Address:	650 W. State St., Room 100, Boise, ID 83702
Telephone:	208-332-1612
Fax:	208-327-7320
Email:	jason.urquhart@adm.idaho.gov

5. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

5.1 Reporting and Administrative Fee.

- a. **Idaho Administrative Fee.** A one and one-quarter percent (1.25%) Administrative Fee will apply to all purchases made under this PADD by any Purchasing Entity. On a quarterly basis, the Contractor shall remit to the Division of Purchasing an amount equal to 1.25% of the Contractor's net (sales minus credits) quarterly sales made under the PADD. Pricing has been adjusted to incorporate the Administrative Fee so that the price to Purchasing Entities will reflect the adjustment. Notwithstanding the adjustment, all pricing updates and other terms and conditions of pricing shall be as set forth in the state of Utah Master Agreement (Master Agreement # AR2472). Administrative Fee Payment checks must be made out and mailed to:

State of Idaho Division of Purchasing
P.O. Box 83720
Boise, ID 83720-0075

- b. **Reporting Timeline.** Administrative Fee payments and reports to DOP are due no later than thirty (30) calendar days after the end of each calendar quarter as detailed below:

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- 1st Quarter: July 1 – September 30
- 2nd Quarter: October 1 – December 31
- 3rd Quarter: January 1 – March 31
- 4th Quarter: April 1 – June 30

- c. **Required Reports.** Two (2) quarterly reports must accompany each Administrative Fee payment and be furnished electronically in Microsoft Excel format. The required reports are: 1) PADD Summary Usage Report; and 2) Detailed Usage Report. The PADD Summary Usage Report can be found on the “Information for Vendors” page of DOP’s website: <https://purchasing.idaho.gov/information-for-vendors/>. The Detailed Usage Report template is attached to this PADD as **Attachment 1**. The reports must be emailed to: purchasing@adm.idaho.gov.
 - d. **Future Submission.** If, during the term of this agreement, the state implements a method of collecting usage reports or Administrative Fees electronically through its statewide ERP system or other electronic system, Contractor agrees to submit its reports or Administrative Fee payments using that system.
- 5.2 Governing Law. This PADD and all orders placed thereunder by Purchasing Entities shall be construed in accordance with and governed by the laws of the state of Idaho, and the parties consent to the jurisdiction and exclusive venue of the state courts of Ada county in the state of Idaho in the event of any dispute with respect to the PADD.
- 5.3 Assignment, Merger, Consolidation or Change of Contractor.
- a. **Application of Idaho Statutes.** Assignments, mergers, consolidations, and changes of the Contractor under this Agreement are subject to the provisions of Idaho Code section 67-1027 and 67-9230.
 - b. **Consent to Assign.** Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from the Agreement, or delegate any of its performance obligations, without the express written consent of the DOP Administrator and the Idaho Board of Examiners.
 - c. **Consent to Change of Contractor.** Any entity into which Contractor may be merged or with which it may be consolidated, any entity resulting from any merger or consolidation to which Contractor is a party, or any entity succeeding to the business of Contractor without first obtaining the prior written approval of the Administrator of the DOP and the Idaho State Board of Examiners.
 - d. **Effect of Non-Compliance.** At the option of the DOP Administrator, transfer without approval required by this section shall cause the annulment of the Contract. All rights of action for any breach of this Contract are reserved to the State notwithstanding such annulment. As provided in Idaho Code section 67-1027, the State shall not be obligated to pay the assignee until the assignment is recognized by the Idaho Board

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of Examiners and no damages shall accrue to Contractor or the assignee arising from the State's assignment and payment processes pursuant to Idaho Code sections 67-1027 and 67-9230.

5.4 Amendments. Amendments to the Master Agreement (including, but not limited to extensions, renewals, and modifications to the terms, conditions and pricing) will automatically be incorporated into this PADD unless the Participating Entity elects not to incorporate an amendment by providing written notification to Contractor within ten (10) business days of the date the Participating Entity receives notice of the amendment to the Master Agreement. Failure of the Participating Entity to provide notice in accordance with this section 5.4 will result in the Master Agreement amendment automatically being incorporated in this PADD. In the event the Participating Entity does not elect to incorporate an amendment into this PADD, the Contractor may terminate this PADD upon thirty (30) calendar days' written notice to the Participating Entity.

5.5 Insurance.

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of the Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in the Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

2) CLOUD MINIMUM INSURANCE COVERAGE:

Level of Risk	Data Breach and Privacy/Cyber Liability including Technology Errors and Omissions Minimum Insurance Coverage	Crime Insurance Minimum Insurance Coverage
Low	\$2,000,000	\$2,000,000
Moderate	\$5,000,000	\$5,000,000

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High	\$10,000,000	\$10,000,000
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3) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

4) Professional Liability. As applicable, Professional Liability Insurance Policy in the minimum amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, written on an occurrence form that provides coverage for its work undertaken pursuant to each Participating Addendum.

- c. Contractor shall pay premiums on all insurance policies. Such policies shall also reference the Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.
- d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this section. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this section.
- e. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of the Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this

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section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in the Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under the Master Agreement, any Participating Addendum, or any Purchase Order.

5.6 Termination for Convenience. The Participating Entity may terminate this PADD for its convenience, in whole or in part, with or without cause, upon thirty (30) calendar days' written notice to the Contractor specifying the date of termination.

5.7 Termination for Default.

a. The Participating Entity may terminate the PADD when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or non-compliance within a reasonable time, not to exceed thirty (30) calendar days, unless such longer period of time is mutually agreed upon between the parties in writing. The Participating Entity, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payments due.

b. A Purchasing Entity may terminate an order when the Contractor has been provided written notice of default or non-compliance and fails to cure such breach or non-compliance within thirty (30) calendar days of receiving written notice of said breach or non-compliance.

5.8 Public Records, Trade Secrets, and Non-Public Information.

a. The Idaho Public Records Law, Idaho Code Title 74, Chapter 1 ("the Act"), allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a State Agency or a local agency (political subdivision of the state of Idaho) regardless of the physical form or character. All, or most, of the documents related to this Agreement will be public records subject to disclosure under the Act.

b. The Act contains certain exemptions to the open inspection and copying of public records, including an exemption for trade secrets. The Act defines trade secrets to "include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy." The Act also defines other records that may be exempt from public disclosure.

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- c. If Contractor considers any material that it provides related to this Agreement to be a trade secret, or otherwise protected from disclosure, Contractor must so indicate by marking as “exempt” **each page** containing such information. Marking an entire document as exempt is not acceptable or in accordance with the Act and will not be honored. A legend or statement on one (1) page that all or substantially all of the document is exempt from disclosure is not acceptable or in accordance with the Act and will not be honored. Prices provided in relation to this Agreement are not trade secrets. The State, to the extent allowed by law, will honor a designation of nondisclosure. Any questions regarding the applicability of the Act should be addressed to Contractor’s own legal counsel prior to submission of the potentially exempt document. The Division of Purchasing will not provide interpretations of the Act.
- d. When submitting documents identified by Contractor as exempt, Contractor must:
 - i. Identify with particularity the precise text, illustration, or other information contained within each page marked “exempt” (it is not sufficient to simply mark the entire page). The specific information you deem “exempt” within each noted page must be highlighted, italicized, identified by asterisks, contained within a text border, or otherwise be clearly distinguished from other text or other information and be specifically identified as “exempt.”
 - ii. Provide a separate document entitled “List of Redacted Exempt Information,” which provides a succinct list of all exempt material noted in your submitted documents. The list must identify the page/section/paragraph number where the exempt information appears, the title of the section/paragraph where the exempt information appears, the specific portions of text or other information that is claimed to be exempt; or must identify the exempt information in a manner otherwise sufficient to allow the State to determine the precise material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure.
 - iii. Submit a redacted copy of the document with all trade secret and exempt information removed or blacked out. The redacted copy must be submitted electronically, with the word “redacted” in the file name, whether the Proposal is submitted manually or electronically.
- e. Contractor shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring a designation of exempt or for the Vendor’s failure to designate individual documents as exempt. The Vendor’s failure to designate as exempt any document or portion of a document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any such release. If the State receives a request for materials claimed exempt by the Vendor, the Vendor shall provide the legal defense for such claim.

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- 5.9 Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.
- 6 Subcontractors: All contactors, dealers, and resellers authorized in the State of Idaho, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
- 7 Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Idaho	Contractor: Strategic Communications, LLC
Signature:	Signature: <i>Paige Reh</i>
Name: Jason R. Urquhart	Name: Paige Reh
Title: Purchasing Officer	Title: HR Director & Contracts Administrator
Date:	Date: 09/28/2021

**Please email fully executed PDF copy of this document
to
PA@naspovaluepoint.org
to support documentation of participation and posting
in appropriate data bases.**