

CLOUD SOLUTIONS 2016-2026
Led by the State of Utah

Master Agreement #: AR2488

Participating Addendum #: **PADD20210886**

Contractor: **SHI INTERNATIONAL CORP.**

Participating Entity: **STATE OF IDAHO**

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

- GovQA Public Records Related Products and Services.

The following products or services are not included in this agreement:

Master Agreement Terms and Conditions:

1. Scope: This Participating Addendum (PA) covers **Cloud Solutions*** led by the State of Utah for use by state agencies and other entities located in the Participating Entity authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official. (* Specifically, GovQA Public Records Related Products and Services.)
2. Participation: This PA may be used by all state agencies, institutions of higher education, 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. All state of Idaho agencies and public agencies (as defined by Idaho Code, Section 67-2327) (both referred to as "Purchasing Entities" within this PA) are authorized to purchase products and services under the terms and conditions of the NASPO ValuePoint Master Agreement and those within this PA. Public agencies include any city or political subdivision of the state of Idaho, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties, cities, or any political subdivision created under the laws of the state of Idaho; and public schools and institutions of higher education. It will be the responsibility of the public agency to independently contract (i.e., issue purchase orders) with the Contractor and/or comply with any other applicable provisions of Idaho Code governing public contracts.
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.
4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):



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Contractor

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Email:	Andrea_keno@shi.com

Participating Entity

Name:	Jason Urquhart
Address:	650 W. State St., Room 100, Boise, ID 83702
Telephone:	208-332-1608
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.a Reporting and Administrative Fee.

- i. Idaho Administrative Fee. A 1.25% Administrative Fee will apply to all purchases made under this PA by any Purchasing Entity. On a quarterly basis, the Contractor shall remit to the Division of Purchasing (DOP) an amount equal to one and one-quarter percent (1.25%) of the Contractor's net (sales minus credits) quarterly sales made under the PA. 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 Colorado Master Agreement (Master Agreement #: AR2488). Administrative Fee Payment checks must be made out and mailed to:

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

- ii. 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 detailed below:

1st Quarter: July 1 – September 30

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

- iii. **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 PA as **Attachment 1**.

The report must be emailed to: purchasing@adm.idaho.gov.

- 5.b **Governing Law.** This PA and all orders issued thereunder by Purchasing Entities shall be construed in accordance with, and governed by the laws of the state of Idaho, and the parties hereto 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 PA.
- 5.c **Assignment.** The Contractor shall not assign this PA, or its rights, obligations, or any other interest arising from this PA, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing. Transfer without such approval shall cause the annulment of the PA, at the option of the Participating State. All rights of action, however, for any breach of the PA are reserved to the Participating State. (I.C. § 67-5726(1)).

Notwithstanding the foregoing, to the extent required by applicable law (including I.C. § 28-9-406), Contractor may assign its right to payment on an account provided that the Participating State shall have no obligation to make payment to an assignee until thirty (30) calendar days after Contractor (not the assignee) has provided the responsible procurement officer with (a) proof of the assignment, (b) the identity of the specific state contract to which the assignment applies, and (c) the name of the assignee and the exact address to which assigned payments should be made. The Participating State may treat violation of the clause as an event of default.

- 5.d **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 in this PA unless the Participating State elects not to incorporate an amendment by providing written notification to Contractor, which notice must be provided within ten (10) business days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice in accordance with this section 5.d will result in the Master Agreement amendment automatically being incorporated in this PA.

If the Contractor adjusts its prices specifically for Idaho pursuant to this PA due to Idaho’s administrative fee (see section 4.a, Reporting and Administrative Fee, above), then the

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Contractor must provide an updated price list to the Division of Purchasing prior to price changes being effective.

- 5.e **Applicable Terms.** The Participating State agrees to the terms and conditions of the Master Agreement only to the extent that the terms and conditions are not in conflict with this PA or with the laws of the state of Idaho.
- 5.f **Records Maintenance.** The Contractor shall maintain or supervise the maintenance of all financial records necessary to properly account for all payments made to the Contractor for the costs authorized by the PA. These financial records shall be retained by the Contractor for at least three (3) years after the PA terminates or expires, or until all audits initiated within the three (3) years have been completed, whichever is later.
- 5.g **Termination for Convenience.** The Participating State may terminate this PA 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 if the Participating State determines it is in its best interest.
- 5.h **Termination for Default.** The Participating State may terminate this PA 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 State, 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 payment due.

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.i **Public Records and Trade Secrets.** Title 74, Chapter 1, Idaho Code (the Public Records Act) provides for the examination of public records, including records related to procurements and contracts. Section 74-107 details an exemption to examination of records deemed "trade secrets." Generally, this exemption describes 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."

Upon request, the Contractor must provide an electronic copy of any documents related to this PA, with any information it has determined to meet the Idaho Code definition of trade secret redacted within three (3) business days. The Contractor must redact only that information which meets the definition of "trade secret;" entire documents identified as

"confidential" will not be accepted. The Contractor must also provide a separate document entitled "List of Redacted Trade Secret Information" which provides a succinct list of all trade secret information noted in your Document; listed in the order it appears in your submittal documents, identified by Page #, Section #/Paragraph #, Title of Section/Paragraph, specific portions of text/illustrations; or in a manner otherwise sufficient to allow the Participating State's procurement personnel to determine the precise text/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 and how the exempting the material complies with the Public Records Law. In the event the Participating State or Purchasing Entity receives a request pursuant to the Public Records Act, which includes information deemed "trade secret" by the Contractor, the Contractor must agree to defend and indemnify the Participating State or the Purchasing Entity against any claim brought challenging the denial of the request under the trade secret exemption. Failure of the Contractor to provide an electronic copy of the redacted documents, or to defend and indemnify the Participating State or Purchasing Entity, will result in the full (unredacted) document being released in response to the request.

6. Subcontractors: All contractors, 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.
8. Lease Agreements: Leases Agreements are not applicable to this PA.
9. Website or Portal Terms and Conditions: If the Contractor (or a third-party partner of the Contractor) provides any website or portal through which orders can be placed, any terms and conditions related to any such website or portal are void.
10. Pricing: Pricing for each Purchasing Entity will be determined specific to the Purchasing Entity's requirements. Each Purchasing Entity will need to provide a scope of its needs so that variables can be determined and evaluated, such as type of requests, number of requests and complexity. Once the solution is developed according to the Purchasing Entity's requirements, the Contractor will provide pricing at a one percent (1%) discount off of MSRP.
11. On April 26, 2021, Governor Little signed Senate Bill 1086. The bill creates a new section of code requiring all public entities in Idaho to insert a certification regarding boycotts of Israel



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For questions on executing a participating addendum, please contact:

NASPO ValuePoint

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Email:	sberry@naspovaluepoint.org

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