



**State of Idaho Contract Number SBPO20241800
Amendment No. 2**

Parties

Agency	Contractor
Department of Administration 650 W. State St. Boise, ID 83702	Cumulus Solutions, Inc. 3812 25 th Street N. Arlington, VA 22207

Contract Summary

Contract Name: Zoom Teleconferencing Software Contract Description: Zoom Teleconferencing Software for Idaho Public Agencies Original Effective Date: 7/14/2023 Current Expiration Date: 7/13/2025	Current Contract Value: \$120,000.00 Contract Usage Type: Open
---	---

Agency Contacts

Contact Name	Contact Type	Contact Email
DOP Contract Administration	Contract Administrator	contractadmin@adm.idaho.gov

Contractor Contacts

Contact Name	Contact Phone	Contact Email
Don Stocking	(540) 718-2933	dstocking@cumulussolutionsinc.com

Recitals

1. The Parties entered into a Contract (SBPO20241800) for Zoom Teleconferencing Software for Idaho Public Agencies, effective July 14, 2023.
2. The Contract was amended on May 20, 2024, via Amendment No. 1, which included additional teleconferencing service licenses, updated pricing, and renewed the Contract.
3. With this Amendment No. 2, the Parties desire to update pricing and obtain Contractor certification of Idaho Code 67-2347A, as further detailed below.

Agreement

Based on the above recitals, and good and valuable consideration, the receipt of which is hereby acknowledged, the Contract is amended as follows:

1. Amendment 2 anticipated start date is January 1, 2025, with Section 5.1 and 5.2 of Attachment 2 – Bid Schedule prices being updated as follows:

Zoom Enterprise (Pro) License Section 5.1	\$ 198.00 228.00	\$ 198.00 228.00	\$ 198.00 228.00	\$ 198.00 228.00	\$ 198.00 228.00	10	\$ 9,900.00 11,400.00
Zoom Pro Level Section 5.2	\$ 133.79 145.00	\$ 133.79 145.00	\$ 133.79 145.00	\$ 133.79 145.00	\$ 133.79 145.00	10	\$ 6,689.50 7,250.00

2. Pursuant to Idaho Code section 67-2347A (Effective July 1, 2024), 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 any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms. The terms in this section defined in Idaho Code section 67-2347A shall have the meaning defined therein, including through reference to another section of Idaho Code.
3. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect.
4. This Amendment is effective upon the date of the last signature below. In no event will this Amendment be effective until executed by the Department of Administration.

Department of Administration

Signature: Jake Nay
Name: Jake Nay
Title: Contract Administrator
Date: 1/2/2025

Cumulus Solutions, Inc.

Signature: Don Stocking
Name: DON STOCKING
Title: VICE PRESIDENT
Date: 12-19-2024



**State of Idaho Contract Number SBPO20241800
Amendment No. 1**

Parties

Agency	Contractor
Department of Administration 650 W. State St. Boise, ID 83702	Cumulus Solutions, Inc. 3812 25 th Street N. Arlington, VA 22207

Contract Summary

Contract Name: Zoom Teleconferencing Software Contract Description: Zoom Teleconferencing Software for Idaho Public Agencies Original Effective Date: 7/14/2023 Current Expiration Date: 7/13/2025	Current Contract Value: \$120,000.00 Estimated Lifetime Value: \$300,000.00 Contract Usage Type: Open
---	--

Agency Contacts

Contact Name	Contact Type	Contact Email
DOP Contract Administration	Contract Administrator	contractadmin@adm.idaho.gov

Contractor Contacts

Contact Name	Contact Phone	Contact Email
Don Stocking	(540) 718-2933	dstocking@cumulussolutionsinc.com

Recitals

1. The Parties entered into a Contract (SBPO20241800) for Zoom Teleconferencing Software for Idaho Public Agencies, effective 7/14/2023.
2. With this Amendment No. 1, the Parties desire to include additional teleconferencing service licenses, adjust pricing, and renew the term of the Contract.

Agreement

Based on the above recitals, and good and valuable consideration, the receipt of which is hereby acknowledged, the Contract is amended as follows:

1. Attachment 2, Bid Schedule, of the Contract is updated and replaced in full with Attachment 2, Bid Schedule Amendment 1, below.
2. Section 5 Specifications of the ITB document of the Contract is updated and replaced with the following:
 - 5.1 Licenses must be for the Enterprise level of Zoom.
 - 5.1.1 Must be able to host up to five hundred (500) to one thousand (1,000) attendees.
 - 5.1.2 Must have unlimited meetings with up to thirty (30) hours per meeting.
 - 5.1.3 Must have unlimited cloud recording storage.

- 5.1.4 Must have automated and translated captions.
- 5.1.5 Must have unlimited editable boards with standard features.
- 5.1.6 Must have the capability to have team chats and channels for collaboration and file sharing.
- 5.1.7 Must have a mail and calendar client service beta.
- 5.1.8 Must have a single sign-on.
- 5.1.9 Must have managed domains.
- 5.1.10 Must have the ability to have company branding.
- 5.1.11 Must make available, Add-on Options as detailed on Attachment 2 – Bid Schedule Amendment 1 below, for agencies to include with their order(s) at their discretion.

5.2 Licenses must be for the Pro level of Zoom.

- 5.2.1 Meetings up to 30 hours per meeting
- 5.2.2 100 Attendees per meeting
- 5.2.3 Whiteboard 3 included
- 5.2.4 Team Chat
- 5.2.5 Mail & Calendar
- 5.2.6 Client & Service
- 5.2.7 Cloud Storage 5GB

5.3 Licenses must be for the Business level of Zoom.

- 5.3.1 Meetings up to 30 hours per meeting
- 5.3.2 300 Attendees per meeting
- 5.3.3 Whiteboard Unlimited
- 5.3.4 Team Chat
- 5.3.5 Mail & Calendar
- 5.3.6 Client & Service
- 5.3.7 Cloud Storage 5GB

5.4 Licenses must be for the Business Plus level of Zoom.

- 5.4.1 Meetings up to 30 hours per meeting
- 5.4.2 300 Attendees per meeting
- 5.4.3 Whiteboard Unlimited
- 5.4.4 Team Chat
- 5.4.5 Mail & Calendar
- 5.4.6 Client & Service
- 5.4.7 Cloud Storage 10GB

- 3. The term of the contract is renewed for one (1) year from July 14, 2024, to July 13, 2025. The estimated value of the renewal period is \$60,000.00.
- 4. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect.
- 5. This Amendment is effective upon the date of the last signature below. In no event will this Amendment be effective until executed by the Department of Administration.

Department of Administration

Signature: Jake Nay

Name: Jake Nay

Title: Contract Administrator

Date: 5/20/2024

Cumulus Solutions, Inc.

Signature: Don Stalling

Name: DON STALLING

Title: VICE PRESIDENT

Date: 5-20-2024



23-Feb-24

Cumulus Solutions, Inc.							
State of Idaho - Add Licenses	Price Year 1	Price Year 2	Price Year 3	Price Year 4	Price Year 5	Quantity	Total
Zoom Enterprise (Pro) License Section 5.1	\$ 178.42 198.00	\$ 178.42 198.00	\$ 178.42 198.00	\$ 178.42 198.00	\$ 178.42 198.00	10	\$ 8921.00 9,900.00
Zoom Pro Level Section 5.2	\$ 133.79	\$ 133.79	\$ 133.79	\$ 133.79	\$ 133.79	10	\$ 6,689.50
Zoom One Business Level Section 5.3	\$ 160.62 216.00	\$ 160.62 216.00	\$ 160.62 216.00	\$ 160.62 216.00	\$ 160.62 216.00	120	\$ 96,390.00 129,600.00
Zoom One Business Plus Section 5.4	\$ 223.13 243.00	\$ 223.13 243.00	\$ 223.13 243.00	\$ 223.13 243.00	\$ 223.13 243.00	10	\$ 11,156.50 12,150.00
SUBTOTAL	695.99 790.79	\$ 695.99 790.79	\$ 695.99 790.79	\$ 695.99 790.79	\$ 695.99 790.79		\$ 123,157.00 158,339.50

Cumulus Solutions, Inc.							
State of Idaho – Add-on Options	Price Year 1	Price Year 2	Price Year 3	Price Year 4	Price Year 5	Quantity	Total
Zoom Education	\$ 85.50	\$ 85.50	\$ 85.50	\$ 85.50	\$ 85.50	1	\$ 427.50
Zoom Room	\$ 474.00	\$ 474.00	\$ 474.00	\$ 474.00	\$ 474.00	1	\$ 2,370.00
Room Connector	\$ 474.00	\$ 474.00	\$ 474.00	\$ 474.00	\$ 474.00	1	\$ 2,370.00
Large Meeting 500	\$ 570.00	\$ 570.00	\$ 570.00	\$ 570.00	\$ 570.00	1	\$ 2,850.00
Large Meeting 1000	\$ 1,026.00	\$ 1,026.00	\$ 1,026.00	\$ 1,026.00	\$ 1,026.00	1	\$ 5,130.00
Webinar 500	\$ 656.00	\$ 656.00	\$ 656.00	\$ 656.00	\$ 656.00	1	\$ 3,280.00
Webinar 1000	\$ 3,230.00	\$ 3,230.00	\$ 3,230.00	\$ 3,230.00	\$ 3,230.00	1	\$ 16,150.00
Webinar 3000	\$ 9,405.00	\$ 9,405.00	\$ 9,405.00	\$ 9,405.00	\$ 9,405.00	1	\$ 47,025.00
Cloud Recording 30 GB	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	1	\$ 160.00
Cloud Recording 200 GB	\$ 480.00	\$ 480.00	\$ 480.00	\$ 480.00	\$ 480.00	1	\$ 2,400.00
Cloud Recording 1TB	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	1	\$ 6,000.00
Cloud Recording 5TB	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	1	\$ 30,000.00



Idaho Division of Purchasing

Statewide Blanket Purchase Order

Purchase Order Summary

Purchase Order Name: Zoom Teleconferencing Software
Contract Number: SBPO20241800
Contract Value: \$60,000.00 USD
Purchase Order Date: 7/14/2023
Submitted By: Bob Morlan

Instructions

NOTICE OF STATEWIDE CONTRACT (SBPO) AWARD

This Contract is for Zoom Teleconferencing Software, awarded on behalf of State of Idaho Agencies, institutions, departments, and eligible public agencies as defined by Idaho Code Section 67-2327, pursuant to ITB20232506. This Contract shall be for the period noted above, and may be amended, renewed, or extended upon mutual, written agreement of the parties, as detailed in the ITB.

Contract Type: Open

Public Agency Clause: Yes

Contractor Contact: Caroline Edgerton

Phone: +1 202-415-1330

E-mail: cedgerton@cumulussolutionsinc.com

This Contract is to be drawn upon as requested by the Ordering Agency for the period noted above. THIS NOTICE OF AWARD IS NOT AN ORDER TO SHIP. Purchase orders against this SBPO will be furnished by the Ordering Agency on whose behalf this Contract is made. Contractor must ship and bill directly to the Ordering Agency. DO NOT INVOICE DOP unless DOP is the Ordering Agency. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

QUANTITIES: DOP can only give approximations of quantities; no maximum or minimum quantities can be guaranteed.

This SBPO, including any attached files, constitutes the State of Idaho's acceptance of your signed Bid (including any electronic submission), which is incorporated herein by reference. In the event of any inconsistency, precedence shall be given in the following order:

1. This SBPO
2. The State of Idaho's sourcing event, ITB20232506
3. The Contractor's signed Bid

Special Instructions:

Internal Comments:

Signature :Bob Morlan

Signed By : Robert L. Morlan Digitally signed by Robert L. Morlan
Date: 2023.07.14 08:12:10 -06'00'



**STATE OF IDAHO
DIVISION OF PURCHASING
FOR
Information Technology Services**

Invitation to Bid (ITB) ITB20232506

**Zoom Teleconferencing Software
Brand Name Only**

TABLE OF CONTENTS

ITB ADMINISTRATIVE INFORMATION	1
1 PURPOSE	2
2 GENERAL INFORMATION, SOLICITATION INSTRUCTIONS AND STANDARD TERMS AND CONDITIONS	2
3 INQUIRIES.....	2
4 BACKGROUND	2
5 SPECIFICATIONS.....	3
5.1 LICENSES MUST BE FOR THE ENTERPRISE LEVEL OF ZOOM.....	3
5.2 MUST BE ABLE TO HOST UP TO FIVE HUNDRED (500) TO ONE THOUSAND (1,000) ATTENDEES.....	3
5.3 MUST HAVE UNLIMITED MEETINGS WITH UP TO THIRTY (30) HOURS PER MEETING.....	3
5.4 MUST HAVE UNLIMITED CLOUD RECORDING STORAGE.	3
5.5 MUST HAVE AUTOMATED AND TRANSLATED CAPTIONS.	3
5.6 MUST HAVE UNLIMITED EDITABLE BOARDS WITH STANDARD FEATURES.	3
5.7 MUST HAVE THE CAPABILITY TO HAVE TEAM CHATS AND CHANNELS FOR COLLABORATION AND FILE SHARING.	3
5.8 MUST HAVE A MAIL AND CALENDAR CLIENT SERVICE BETA.	3
5.9 MUST HAVE A SINGLE SIGN-ON.	3
5.10 MUST HAVE MANAGED DOMAINS.	3
5.11 MUST HAVE THE ABILITY TO HAVE COMPANY BRANDING.	3
5.2 LICENSES MUST BE FOR THE PRO LEVEL OF ZOOM.	3
5.3 LICENSES MUST BE FOR THE BUSINESS LEVEL OF ZOOM.....	3
5.4 LICENSES MUST BE FOR THE BUSINESS PLUS LEVEL OF ZOOM.	3
6 QUANTITY.....	4
7 COST	4
8 BILLING PROCEDURE.....	4
9 SUBMISSION REQUIREMENTS.....	4
11 AWARD.....	6
12 ACCEPTANCE	6
13 WARRANTY, SERVICE AND SUPPORT, MAINTENANCE, ETC.....	6
14 DELIVERY	6
15 PRICE ADJUSTMENT CLAUSE.....	6
16 INSURANCE REQUIREMENTS	6
17 RECORDS MAINTENANCE	9
18 AUDIT RIGHTS.....	9
ATTACHMENT 1-BIDDER QUESTIONS	10
ATTACHMENT 2-BID SCHEDULE.....	12

ITB ADMINISTRATIVE INFORMATION

ITB Title:	Enterprise Level Zoom Licenses
ITB Project Description:	The Office of IT services (ITS) provides IT services and support to most executive branch agencies in the state of Idaho. Video conferencing and communication software including Zoom Enterprise is required in a number of those agencies. The primary agency that consumes the Zoom Enterprise licenses is Idaho Department of Correction to maintain communications with a number of county jails and other parties. Secondary users are from other agencies in small numbers for niche use cases where other video conference software is not available for use.
ITB Lead:	Bob Morlan, Purchasing Supervisor Division of Purchasing Bob.morlan@adm.idaho.gov 208-332-1611
Submit electronically via IPRO:	Electronic Submission IPRO LOGIN
Deadline To Receive Questions:	See IPRO Header Document
ITB Closing Date:	See IPRO Header Document
ITB Opening Date:	10:30 a.m. Mountain Time the following business day.
Initial Term of Contract and Renewals:	One (1) year. Upon mutual, written agreement, the Contract may be renewed, extended or amended. The anticipated total Contract term is five (5) years.

1 PURPOSE

The State Office of IT Services, through the Idaho Division of Purchasing (“DOP”), is requesting Bids from qualified Vendors for the purchase of Zoom Enterprise licenses in accordance with the specifications provided below. This is a brand name only request, no alternates or equivalents will be accepted.

2 GENERAL INFORMATION, SOLICITATION INSTRUCTIONS AND STANDARD TERMS AND CONDITIONS

This Solicitation is issued by the state of Idaho (the “State”) via IPRO: [\(IPRO LOGIN\)](#). The ITB Lead is the only contact for this Solicitation. All correspondence regarding this ITB shall be in writing. In the event that it becomes necessary to revise any part of this ITB, amendments will be posted at IPRO. It is the responsibility of the Bidder to monitor IPRO for any updates or amendments. Any oral interpretations or clarifications of this ITB shall not be relied upon. All changes to this ITB must be in writing and posted at IPRO to be valid. Alternate Bids are not allowed.

3 INQUIRIES

Questions or other correspondence must be submitted in writing to the ITB Lead listed below. **QUESTIONS MUST BE RECEIVED BY 11:59:59 P.M. Mountain Time ON THE DATE LISTED IN THE ITB ADMINISTRATIVE INFORMATION.** Written questions must be submitted using **Attachment 1**, Bidder Questions. Official answers to all written questions will be posted on IPRO as an amendment to this ITB.

ITB Lead: Bob Morlan

Phone: 208-332-1611

E-mail: bob.morlan@adm.idaho.gov

Any questions regarding the State of Idaho Standard Contract Terms and Conditions found at ([Contract Terms and Conditions](#)) must also be submitted in writing, using **Attachment 1**, Bidder Questions, by the deadline identified in the ITB Administrative Information. The State will not consider proposed modifications to these requirements after the date and time set for receiving questions. Questions regarding these requirements must contain the following:

1. The rationale for the specific requirement being unacceptable to the party submitting the question (define the deficiency).
2. Recommended verbiage for the State’s consideration that is consistent in content, context, and form with the State’s requirement that is being questioned.
3. Explanation of how the State’s acceptance of the recommended verbiage is fair and equitable to both the State and to the party submitting the question.

Bids which condition the Bid based upon the State accepting other terms and conditions not found in the ITB, or which take exception to the State’s terms and conditions, will be found non-responsive, and no further consideration of the Bid will be given.

4 BACKGROUND

The Office of IT services (ITS) provides IT services and support to most executive branch agencies in the state of Idaho. Video conferencing and communication software including Zoom Enterprise is required in a number of those agencies. The primary agency that consumes the Zoom Enterprise licenses is Idaho Department of

Correction to maintain communications with a number of county jails and other parties. Secondary users are from other agencies in small numbers for niche use cases where other video conference software is not available for use.

5 SPECIFICATIONS

These specifications are the minimum mandatory specifications that your Bid must meet in order for the State to consider your Bid for award. Restate each specification listed in this section, followed by your response demonstrating that your Bid meets or exceeds the required specifications; provide model, part #, or description, as appropriate. This is a brand name only bid, no substitutions are allowed.

- 5.1 Licenses must be for the Enterprise level of Zoom.
 - 5.2 Must be able to host up to five hundred (500) to one thousand (1,000) attendees.
 - 5.3 Must have unlimited meetings with up to thirty (30) hours per meeting.
 - 5.4 Must have unlimited cloud recording storage.
 - 5.5 Must have automated and translated captions.
 - 5.6 Must have unlimited editable boards with standard features.
 - 5.7 Must have the capability to have team chats and channels for collaboration and file sharing.
 - 5.8 Must have a mail and calendar client service beta.
 - 5.9 Must have a single sign-on.
 - 5.10 Must have managed domains.
 - 5.11 Must have the ability to have company branding.
-
- 5.2 Licenses must be for the Pro level of Zoom.
 - 5.2.1 Meetings up to 30 hours per meeting
 - 5.2.2 100 Attendees per meeting
 - 5.2.3 Whiteboard 3 included
 - 5.2.4 Team Chat
 - 5.2.5 Mail & Calendar
 - 5.2.6 Client & Service
 - 5.2.7 Cloud Storage 5GB
-
- 5.3 Licenses must be for the Business level of Zoom.
 - 5.3.1 Meetings up to 30 hours per meeting
 - 5.3.2 300 Attendees per meeting
 - 5.3.3 Whiteboard Unlimited
 - 5.3.4 Team Chat
 - 5.3.5 Mail & Calendar
 - 5.3.6 Client & Service
 - 5.3.7 Cloud Storage 5GB
-
- 5.4 Licenses must be for the Business Plus level of Zoom.

- 5.4.1 Meetings up to 30 hours per meeting
- 5.4.2 300 Attendees per meeting
- 5.4.3 Whiteboard Unlimited
- 5.4.4 Team Chat
- 5.4.5 Mail & Calendar
- 5.4.6 Client & Service
- 5.4.7 Cloud Storage 10GB

6 QUANTITY

See Attachment 2 Bid Schedule.

7 COST

Provide your fully burdened Total Cost on the Bid Schedule (**Attachment 2**).

8 BILLING PROCEDURE

The Contractor must provide a signed invoice upon delivery of the license. The invoice must be submitted no later thirty (30) calendar days after delivery. No invoice will be accepted or paid without receipt of the required invoice. Invoices submitted without the required documentation will be returned to the Contractor for resubmission.

The Contractor must provide the following information with each invoice:

- 1 IPRO contract number (and name of project/product, if appropriate) and Agency PO number
- 2 Identification of billing period
- 3 Total amount billed for the billing period
- 4 Detailed description of services/products provided and associated # of hours/\$ amounts, as appropriate
- 5 Name of authorized individual and contact information for Contractor

Invoices and reports are to be submitted to:

Agency Contact Person: ITS Financial Services <ITSFinancialServices@its.idaho.gov>

Agency Name: Office of ITS

Address: 11331 W. Chinden Blvd., Suite B201, Boise, ID 83714

9 SUBMISSION REQUIREMENTS

10.1 Required Bid Submission Items

Your Bid Submission must consist of the following:

10.1.1 Bid Schedule

Provide your cost information on **Attachment 2**, Bid Schedule, below. Do not submit your Bid on any other form. Submitting your Bid on a form different than the Bid Schedule may cause your Bid to be rejected as non-responsive.

10.1.2 State of Idaho Signature Page

The State of Idaho Signature Page must be completed and submitted as part of your Bid. The State of Idaho Signature Page is attached in IPRO.

10.2 Bid Submission Methods

Bids must be submitted electronically via IPRO. Do not fax or e-mail your Bid. Your Bid must be received at the Division of Purchasing by the date and time specified on the IPRO header document. The official time, for bid closing purposes, is the Division of Purchasing's time clock.

10.2.1 Electronic Submission via IPRO

Submitting electronically via IPRO, upload all of the Required Bid Submission Items (*See Section 8.1*) and enter your cost in IPRO for each line item; as the "Total Cost" on the Bid Schedule OR \$0.00 as your cost in IPRO.

Upload all Required Bid Submission Items using Microsoft products such as Word and Excel. Do not submit items in .pdf format, unless provided otherwise in this ITB.

When submitting via IPRO, be advised that the Bidder for Bid evaluation and award purposes is the entity profile under which submit in IPRO, which must be the same legal entity presented in your uploaded response materials. If the entity identified on the state supplied Signature Page differs from the entity under which you submit your Bid in IPRO, the information provided on the Signature Page prevails.

Submit your Bid electronically via IPRO, all Bidders participating in a Solicitation issued through IPRO must establish an account in the IPRO system (even if submitting a Bid manually outside of IPRO) as it is necessary in order to process and/or award the resulting Contract(s). It is free to establish an account and only takes a few minutes.

Bidders are further advised to upload response materials with descriptive file names, organized and consolidated in a manner which allows the State to efficiently navigate the Bidder's response; as the State will print uploaded documents for evaluation in the manner received via IPRO.

10.3 Trade Secrets

If your Bid contains trade secret information which you have identified, you must also submit a redacted copy of the Bid (in electronic format, with the word "redacted" in the file name) with all trade secret information removed or blacked out; as well as a separate document containing a complete list (per the instructions in the three (3) paragraphs directly below) of all trade secret information which was removed or blacked out in the redacted copy.

Paragraph 28 of the Solicitation Instructions to Vendors 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."* In addition to marking each page of the document with a trade secret notation (as applicable; and as provided in Paragraph 28 of the Solicitation Instructions to Vendors), Bidders must also:

Identify with particularity the precise text, illustration, or other information contained within each page marked "trade secret" (it is not sufficient to simply mark the entire page). The specific information you deem "trade secret" within each noted page must be highlighted, italicized, identified by asterisks, contained within a text border, or otherwise clearly delineated from other text/information and specifically identified as a "trade secret."

Provide a separate document entitled "List of Redacted Trade Secret Information" which provides a succinct list of all trade secret information noted in your Bid; 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 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.

11 AWARD

Award will be made to the responsive responsible Bidder with the lowest Total Cost, as provided on the Bid Schedule. The resulting contract will be a statewide blanket purchase order (SBPO).

12 ACCEPTANCE

Acceptance will occur fourteen (14) calendar days after delivery, unless ITS has notified the Contractor in writing that the product delivered does not meet the minimum specifications and requirements. If ITS determines that the Licenses are not in accordance with the specifications and requirements, ITS will provide the Contractor with a written notification. The timeframe for completion of corrective action must not exceed thirty (30) calendar days from receipt of written notification from ITS.

13 WARRANTY, SERVICE AND SUPPORT, MAINTENANCE, ETC.

The product must include 24/7 global support, self service and chat bot support, tier 1 and tier 2 support (through web, chat, and phone), and service level objectives. Tier 1 support is defined as service calls that can be fulfilled within a single call, email, or chat. Tier 2 support is defined as in-depth trouble shooting that span multiple communications to resolve.

14 DELIVERY

Delivery must be done electronically to the ordering entity contact.

15 PRICE ADJUSTMENT CLAUSE

The price for the initial term of the contract must be fixed, after the initial term either party will be permitted to request a price adjustment. Price adjustments can be requested once per year and the parties will have to mutually agree on the price adjustment before it becomes effective.

16 INSURANCE REQUIREMENTS

Within 5 days of notification of award (or such other time as designated by the Purchasing Activity), the apparent successful Bidder or Offeror will provide certificates of insurance required herein and will maintain the

insurance during the life of the Contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within the 5 business day period may be cause for your Bid or Proposal to be declared non-responsive or for your Contract to be cancelled.

Contractor shall carry liability and property damage insurance that will protect it and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

Contractor shall not commence work under the Contract until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. All insurance policies and certificates must be signed copies. After work commences, the Contractor will keep in force all required insurance until the Contract is terminated.

16.1 Commercial General and Umbrella Liability Insurance. Contractor shall maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Contract.

16.1.1 CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

16.2 Commercial Automobile and Commercial Umbrella Liability Insurance. Contractor shall maintain Commercial Automobile Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

16.2.1 Bidder or Offeror may request a waiver from providing Commercial Automobile and Commercial Umbrella Liability Insurance in its Bid or Proposal if the Bidder or Offeror will not use any owned, hired or non-owned vehicles to conduct business under the Contract, if it is awarded the Contract, and the State of Idaho will consider the request. If the Bidder or Offeror submits a request to waive the provision of Commercial Automobile and Commercial Umbrella Liability Insurance after the due date and time for receipt of Bids or Proposals, the State of Idaho may not consider the request.

16.3 Workers Compensation Insurance and Employer's Liability. Contractor shall maintain workers compensation and employer's liability. The employer's liability shall have limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

16.3.1 Contractor must provide either a certificate of workers compensation insurance issued by a surety licensed to write workers compensation insurance in the State of Idaho, as evidence that the Contractor has in effect a current Idaho workers compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

16.4 State of Idaho as Additional Insured: The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the (agency) and its divisions, officers and employees as additional insured, but only with respect to the Contractor's activities to be performed under the Contract.

16.4.1 The Contractor must provide proof of the State of Idaho, the (agency) and its divisions, officers and employees being additional insured by providing endorsements to the liability insurance policies showing the State of Idaho, the (agency) and its divisions, officers and employees as additional insured. The endorsements must also show the policy numbers and the policy effective dates.

16.4.2 If a liability insurance policy provides for automatically endorsing additional insured when required by contract, then, in that case, the Contractor must provide proof of the State of Idaho, the (agency) and its divisions, officers and employees being additional insured by providing copies of the policy pages that clearly identify the blanket endorsement.

16.5 Notice of Cancellation or Change: Contractor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the Division of Purchasing (if the Contract was issued by the Division) or to the Purchasing Activity (contracting state agency) in accordance with the policy provisions.

16.6 Contractor shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, and its divisions, officers and employees.

16.7 Acceptable Insurers and Deductibles: Insurance coverage required under the Contract shall be obtained from insurers rated A-VII or better in the latest Bests Rating Guide and in good standing and authorized to transact business in Idaho. The Contractor shall be financially responsible for all deductibles, self-insured retention's and/or self-insurance included hereunder. The coverage provided by such policy will be primary to any coverage of the State on or related to the Contract and shall provide that the insurance afforded applies separately to each insured against whom a claim is made, except with respect to the limitation of liability.

16.8 Waiver of Subrogation: All policies shall contain waivers of subrogation. The Contractor waives all rights against the State and its officers, employees, and agents for recovery of damages to the extent these damages are covered by the required policies. Policies may contain deductibles but such deductibles will not be deducted from any damages due to the State.

16.9 Cyber Liability Insurance: Contractor shall maintain, at its sole expense, Cyber Liability Insurance coverage for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least the minimum limits as listed below:

Each Occurrence – \$1,000,000

Network Security / Privacy Liability –\$1,000,000

Breach Response/ Notification Sublimit – A minimum limit of 50% of the policy aggregate

Technology Professional E&O – \$1,000,000 (Only applicable for Vendors supplying IT consulting services)

The Contractor will defend, indemnify, and hold harmless the State of Idaho, its agencies, directors and employees for all claims resulting from wrongful acts or omissions committed in the performance of, or failure to perform, all services under the agreement, including, without limitation, claims, demand and any other

payments related to electronic or physical security, breaches of confidentiality and invasion of or breaches of privacy.

17 RECORDS MAINTENANCE

Contractor shall maintain or supervise the maintenance of all records necessary to properly account for all payments made to the Contractor pursuant to the Contract. These records shall be retained by the Contractor for at least three (3) years after the Contract terminates, or until all audits initiated within the three (3) years have been completed, whichever is later.

18 AUDIT RIGHTS

The Contractor agrees to allow State and Federal auditors and State purchasing staff access to all the records relating to this Contract, for audit, inspection, and monitoring of services or performance. Such access will be during normal business hours or by appointment.

ITB20232506 Zoom Teleconferencing Software
ATTACHMENT 1-BIDDER QUESTIONS

PLEASE DO NOT IDENTIFY YOUR NAME OR YOUR COMPANY'S NAME OR PRODUCT NAMES OF INTELLECTUAL PROPERTY IN YOUR QUESTIONS.

ADD ROWS BY HITTING THE TAB KEY WHILE WITHIN THE TABLE AND WITHIN THE FINAL ROW.

The following instructions must be followed when submitting questions using the question format on the following page.

1. DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
2. Enter the ITB section number that the question is for in the "ITB Section" field (column 2). If the question is a general question not related to a specific ITB section, enter "General" in column 2. If the question is in regards to a State Term or Condition or a Special Term or Condition, state the clause number in column 2. If the question is in regard to an attachment, enter the attachment identifier (example "Attachment A") in the "ITB Section" (column 2), and the attachment page number in the "ITB page" field (column 3).
3. Do not enter text in the "Response" field (column 5). This is for the State's use only.
4. Once completed, this form is to be e-mailed per the instructions in the ITB. The e-mail subject line is to state the ITB number followed by "Questions."

	ITB Section	ITB Page	Question	Response
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				

ATTACHMENT 2-BID SCHEDULE

ITB20232506 Zoom Teleconferencing Software

This completed Bid Schedule must be submitted with your response.

Zoom One Enterprise (Brand Name Only) subscription. This is a brand name only request, alternative offers will not be considered.

Description	Units of Measure	Year 1 Subscription	Year 2 Subscription	Year 3 Subscription	Year 4 Subscription	Year 5 Subscription	Estimated Quantity	Unit Cost	Extended Cost
Zoom Pro Level	Licensed User						10	\$	\$
Zoom Business Level	Licensed User						10	\$	\$
Zoom Business Plus Level	Licensed User						10	\$	\$
Zoom Enterprise Level	Licensed User						120	\$	\$
					5 YEAR COST				\$

Delivery within _____ days ARO [note any required time lines for delivery]

Company Name of Bidder: _____

Contact Name/Phone: _____

Contact E-mail: _____

Cumulus Solutions, Inc.							
State of Idaho	Price Year 1	Price Year 2	Price Year 3	Price Year 4	Price Year 5	Quantity	Total
Zoom Pro Level	\$ 133.79	\$ 133.79	\$ 133.79	\$ 133.79	\$ 133.79	10	\$ 6,689.50
Zoom One Business Level	\$ 178.42	\$ 178.42	\$ 178.42	\$ 178.42	\$ 178.42	10	\$ 8,921.00
Cumulus Zoom Enterprise (Pro) License - Annual	\$ 160.65	\$ 160.65	\$ 160.65	\$ 160.65	\$ 160.65	120	\$ 96,390.00
Zoom One Business Plus	\$ 223.13	\$ 223.13	\$ 223.13	\$ 223.13	\$ 223.13	10	\$ 11,156.50
SUBTOTAL	\$ 695.99	\$ 695.99	\$ 695.99	\$ 695.99	\$ 695.99		\$ 123,157.00



BRAD LITTLE

Governor

LORI WOLFF

Interim Director

VALERIE BOLLINGER

Administrator

State of Idaho
Department of Administration
Division of Purchasing

650 West State Street, Room 100
Boise, ID 83702
Telephone: (208) 327-7465
Email: purchasing@adm.idaho.gov
www.purchasing.idaho.gov

Contract SBPO20241800
Zoom Teleconferencing Software
Acknowledgement of Idaho State House Bill 294

July 14, 2023

Cumulus Solutions Inc. "Contractor"

Acknowledges the following by signing below:

Pursuant to Idaho Code section 67-2359, Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China. The terms in this section defined in Idaho Code section 67-2359 shall have the meaning defined therein.

Acknowledged by (Print Name): Don Stocking

Title: Vice President

Signature: 

Date: July 14, 2023

Event Summary - Zoom Teleconferencing Software

Supplier:	Cumulus Solutions, Inc.	Type	Invitation to Bid
Number	ITB20232506	Organization	StateofIdaho
Currency	US Dollar	Exported on	7/5/2023
Exported by	Bob Morlan	Payment Terms	0% 0, Net 30
Sealed Bid	Yes	Intend to Bid	Yes
Bid Total	0.00 USD		

Event Dates

Time Zone	MDT/MST - Mountain Standard Time (US/Mountain)
Released	-
Open	6/15/2023 8:00 AM MDT
Close	6/30/2023 5:00 PM MDT
Submission Date	6/30/2023 2:52 PM MDT
Sealed Bid	7/3/2023 10:30 AM
Question Submission Close	6/22/2023 11:59 PM MDT

Event Users

Contacts

Bob Morlan

bob.morlan@adm.idaho.gov

Description

The Division of Purchasing (DOP), on behalf of the Information Technology Services (ITS), is seeking bids from qualified vendors to provide Zoom teleconferencing software.

NOTE: THE FULL SOURCING EVENT IS ONLY AVAILABLE BY LOGGING INTO

IPRO AT <https://solutions.scquest.com/apps/Router/SupplierLogin?CustOrg=StateofIdaho>. SUPPLIERS THAT ONLY VIEW THE DOCUMENTS AVAILABLE FROM THE PUBLIC WEBSITE, AND DO NOT LOGIN TO IPRO, MAY NOT HAVE ACCESS TO ALL DOCUMENTS (INCLUDING ATTACHMENTS, Q AND A, AND MORE). IT IS THE SUPPLIER'S SOLE RESPONSIBILITY TO ENSURE ACCESS TO THE FULL SOURCING EVENT BY LOGGING INTO IPRO; THE STATE WILL NOT BE RESPONSIBLE FOR A SUPPLIER'S INABILITY TO ACCESS INFORMATION THAT IS AVAILABLE BY LOGGING IN.

Prerequisites

1 ★ Instructions To Supplier :

Please download and acknowledge receipt of the attached Solicitation Instructions to vendors

Prerequisite Content:

Solicitation Instructions Jan 2017

solicitation instructions-Jan-2017.pdf/Attachments/PrereqAttachments/solicitation instructions-Jan-2017.pdf

Certification

I certify that I downloaded and read the Solicitation Instructions to vendors. ✓

Supplier Must Also Upload a File:

No

2 ★ Instructions To Supplier :

Please download and acknowledge receipt of the ITB Administration document.

Prerequisite Content:

ITB20232506 Administration Document

ITB Room Licenses rm .docx/Attachments/PrereqAttachments/ITB Room Licenses rm .docx

Certification

I certify that I downloaded and read the ITB Administration document. ✓

Supplier Must Also Upload a File:

No

3 ★ Instructions To Supplier :

Please download and confirm your agreement to the Terms and Conditions for the ITB.

Prerequisite Content:

Standard Terms and Conditions May 2021

Standard-Terms-and-Conditions May-2021.pdf/Attachments/PrereqAttachments/Standard-Terms-and-Conditions May-2021 .pdf

Certification

I certify that I have read and agree to the terms attached. ✓

Supplier Must Also Upload a File:

No

★ Instructions To Supplier :

Please download and acknowledge receipt of the attached Insurance Requirements. Note: Suppliers that do not currently hold the type/level of insurance required are strongly encouraged to contact an insurance representative to obtain a quote prior to submitting a proposal. An awarded contractor's inability to obtain the required insurance may be grounds for termination of the contract for cause and may affect the evaluation of that supplier's responsibility on future sourcing events.

Prerequisite Content:

Insurance Requirements Amended 16 Mar 23

Insurance Requirements 2023.docx ../../Attachments/PrereqAttachments/Insurance Requirements 2023.docx

Certification

I certify that I have read and agree to the terms above.



Supplier Must Also Upload a File:

No

5 ★🔊 Instructions To Supplier :

Download the attached Signature Page, complete and sign, and upload completed form under Supplier Attachments.

Prerequisite Content:

Signature Page

Signature Page ITB RFP May 2023.pdf ../../Attachments/PrereqAttachments/Signature Page ITB RFP May 2023.pdf

Certification

I certify that I have read and agree to the terms above.



Supplier Must Also Upload a File:

Yes

Supplier Attachment:

Cumulus Pricing

Cumulus Pricing ./SupplierAttachments/PrereqAttachments/Idaho Pricing - June 2023 FINAL.pdf

Supplier Attachments

There are no Supplier Attachments added to this event.

Questions

Page 1

Group 1: Technical Requirements

- 1.1 Specifications: Please confirm that you have downloaded and reviewed the Specifications for this ITB. ★
Dropdown List (Pick One)
I confirm I have read through and understand the Specifications for this ITB.

Specifications - ../../Attachments/QuestionAttachments/ITB Specifications.docx
- 1.2 Please upload your response to the specifications here. This is a brand name only request, no substitutions will be allowed. ★🔒
File Upload
- 1.3 Do the goods you are offering meet all of the specifications in this ITB? ★
Yes/No
- 1.4 Please acknowledge the following:
Disclosure of Abortion Related Matters. The State is subject to the No Public Funds for Abortion Act, Idaho Code title 18, chapter 87 (the "Act") and State employees who intentionally violate the provisions of the Act are subject to criminal prosecution. This provision is included in the Solicitation to aid in compliance with the Act. The State requests that Offeror disclose, unless Offeror is within one of the exemptions provided in the Act, if it or an affiliate is or becomes, during the term of the Contract (if Offeror is the awarded Contractor), an abortion provider and if it will use State facilities or public funds to provide, perform, participate in, promote or induce, assist, counsel in favor, refer or train a person for an abortion related activity. Please refer to the Act for definitions of the terms used in this section ★
Multiple Choice (Pick One)
Acknowledged

Group 2: Cost Proposal

- 2.1 Please upload your Cost Proposal here. ★
File Upload

Group P1

#	Item Name, NIGP Code, Description	Allow Alternate s	Qty.	UOM	Requested Delivery	Unit Price (USD)	Total Price (USD)	Estimated Delivery
P1.1	Enter 0.00 as your cost		1	EA - Each	-	0.00	0.00	7/15/2023
-								
Comment		Pricing Proposal submitted						
Total Price (USD)							0.00	