

**State of Idaho Division of Purchasing**  
Technology Training Platform Solution

**Purpose:** The state of Idaho, through the Idaho Division of Purchasing (“the State”) is seeking to enter into a Participating Addendum (PA) with a vendor who has been awarded a master agreement under the NASPO ValuePoint portfolio for cloud services, led by the state of Utah. The State is specifically seeking to establish one statewide contract for the Technology Training Platform solution as detailed below. The purpose of this “mini bid” is to determine: 1) which vendors that have been awarded master agreements under the NASPO ValuePoint portfolio for cloud services, led by the state of Utah, can offer the required Technology Training Platform solution; and 2) of those vendors, which can offer the State the best overall value.

**Specifications:** See the document with the heading “Key Requirements for Technology Training Platform Solution”. The full suite of Pluralsight’s technology training products must be made available under any Participating Addendum awarded from this mini bid. Provide your full price list including discounts under the Master Agreement for the full suite of Pluralsight’s technology training products attached to your response to this mini bid.

**This is a brand name only specification. The brand name is Pluralsight. We will not accept any other solution.**

**Acceptance:** The Technology Training Platform solution must be fully implemented for Information Technology Services (ITS) no later than ninety (90) calendar days after award of the PA. The Contractor must notify ITS when the Technology Training Platform solution has been fully implemented. Whether or not the Technology Training Platform solution is considered to be fully implemented will be based upon written acceptance of Technology Training Platform solution by ITS. Notification from ITS as to whether or not it accepts the Technology Training Platform solution will occur no later than fourteen (14) calendar days after the Contractor notifies ITS that the Technology Training Platform solution has been fully implemented. At this time the point of contact for the agency is Mark Mayer ([mark.mayer@its.idaho.gov](mailto:mark.mayer@its.idaho.gov)).

**Vendor Submitted Agreement Documents:** For any vendors that request that vendor-generated documents be considered, such as end-user license agreements, those vendors must submit with their response to the mini bid a pre-edited version of any such agreement. The pre-edited version must factor that the State will not consider terms and conditions that:

- (1) Waive the sovereign immunity of the state of Idaho;**
- (2) Subject the state of Idaho or its agencies to the jurisdiction of the courts of other states;**
- (3) Limit the time in which the state of Idaho or its agencies may bring a legal claim to a period shorter than that provided in Idaho law;**
- (4) Impose a payment obligation, including a rate of interest for late payments, less favorable than the obligations set forth in Section 67-2302, Idaho Code;**
- (5) Require the state of Idaho or its agencies to accept arbitration or to waive right to a jury trial;**
- (6) Require the state of Idaho or its agencies to waive punitive damages;**

**(7) Require indemnification not specifically authorized by the Idaho legislature or subject to appropriation pursuant to Section 67-9215, Idaho Code, and Section 59-1016, Idaho Code;**

**(8) Impose a limitation of liability;**

**(9) Disclaim warranties;**

**(10) Make the vendor-generated agreement document the entire agreement;**

**(11) Give a higher order of precedence to the agreement document submitted by the vendor than the State of Utah Cooperative Contract (Master Agreement) or the contract awarded from this mini bid; or,**

**(12) Hold individual employees or officers of the state of Idaho personally liable.**

If the State finds that the vendor has not pre-edited any such agreement that it submits with its response to the mini bid, the State reserves the right to not consider that vendor for award of contract.

If the vendor later submits an agreement document that it had not submitted with its response to the mini bid, whether pre-edited or not, the State reserves the right to not consider that vendor for award of contract, or, if the State has already awarded a contract to that vendor, to terminate the contract.

Additionally, if an employee or officer of the state of Idaho or of a political subdivision of the state of Idaho clicks-through acceptance of any terms and conditions associated with any website or portal provided by the Contractor (or a third-party), that click-through does not indicate that the employee or officer has accepted any clicked-through terms and conditions.

Further, if any website or portal provided by the Contractor belongs to any third party, the requirements of this Vendor Submitted Agreement Documents section still stand.

**Process:** Vendors who are interested in providing the required Technology Training Platform solution to the State through a PA may submit questions in writing via email to [jason.urquhart@adm.idaho.gov](mailto:jason.urquhart@adm.idaho.gov) no later than **11:59:59 p.m. Mountain time on Wednesday August 18, 2021.**

Additionally, Vendors who are interested in providing the required Technology Training Platform solution to the State through a PA must complete this document and the attached document with the heading "Key Requirements for Technology Training Platform Solution" and submit it via email to the following contact **by Monday, August 23, 2021 at 5:00 p.m. Mountain time:** Jason Urquhart, Purchasing Officer; [Jason.urquhart@adm.idaho.gov](mailto:Jason.urquhart@adm.idaho.gov); 208-332-1608.

Alternate responses are not allowed.

The State will evaluate the responses and pursue a PA with the vendor who can provide the required Technology Training Platform solution at the best value to the State, in accordance with Idaho's State Procurement Act. By submitting a response, the vendor agrees to negotiate a Participating Addendum and any vendor submitted agreement documents (see the section with the heading "Vendor Submitted Agreement Documents" above) in good faith with the State if selected for award of a PA.

**Discussions/BAFOs:** Discussions with vendors that provide responses (including the utilization of one or more rounds of Best and Final Offer (BAFO) and/or Negotiations) may be conducted in accordance with IDAPA 38.05.01.083 and .084, as determined by the state of Idaho to be in its best interest. NOTE: Vendors should submit their best responses initially, as there is no guarantee that the state of Idaho will conduct any discussions.

**Initial Purchase and On-Going Purchases:** The Price Schedule below reflects a purchase that the Idaho Technology Services intends to make. The state of Idaho requires that the full suite of Pluralsight’s Technology training products be made available for purchase by state agencies and other public agencies (see the Public Agency Clause below) under the PA resulting from this mini bid.

**Public Agency Clause:** Prices offered in response to this mini bid must be made available to other “Public Agencies”, including agencies of the state of Idaho, and as defined in Section 67-2327 of the Idaho Code, which reads: "Public agency" means any city or political subdivision of this state, including, but not limited to counties; school districts; highway districts; and port authorities; instrumentalities of counties, cities or any political subdivision created under the laws of the state of Idaho; any agency of the state government; and any city or political subdivision of another state." It will be the responsibility of the “Public Agency” to independently contract with the Contractor and/or comply with any other applicable provisions of Idaho Code governing public contracts.

<b>Title and Version of the Software You Are Offering in Your Response</b>	
Title of the Technology Training Platform Solution	
Version of the Technology Training Platform Solution	

<b>Price Schedule</b>	
<b>These prices will be used in the evaluation. Prices requested below this table will not be factored in the evaluation.</b>	
<b>Item</b>	<b>Price per Seat</b>
1. Subscription price per seat for an estimated (not guaranteed) purchase of seventy-five (75) seats during the first year after award of contract.	\$
<b>Grand Total (75 times the Price per Seat)</b>	\$

**(Please provide a narrative tying your pricing back to your Master Agreement.**

**Additionally, if you provide tiered pricing, please provide a complete description of your tiered pricing structure and the pricing.)**

Item	
2. Include descriptions for things such as additional features not required within the document with the heading "Key Requirements for Technology Training Platform Solution" that upon request by either agency would be added at no additional cost.	

Company: \_\_\_\_\_

Utah Master Agreement Number: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Email: \_\_\_\_\_

# Key Requirements for Technology Training Platform

This is a brand name only specification. The brand name is Pluralsight. We will not accept any other solution.

<b>Required Functionality for Technology Training Platform Solution</b>	
<b>(In addition to marking that your solution (the Technology Training Platform solution you are bidding) has the required functionality, under each required functionality we've entered a row. In those rows describe how your solution has the required functionality.)</b>	
<b>Required Functionality</b>	<b>Enter a mark if the solution you offer has this required functionality (from the Required Functionality column) (cells left blank in this right-hand column will identify that your solution does not have the functionality, and so your response will not be considered for award)</b>
Learning pathways driven by user feedback loop (May be achieved with AI or machine learning. Feedback loops may be based on assessment performance, course selection, user input.)	
Advanced analytics available at statewide level that illuminate skills gaps and strengths, usage, progress on learning path.	
High quality, well curated content (for example, training delivered by an experienced professional with a lesson plan provided, and coursework with a defined learning pathway). YouTube-like, crowd sourced training is not acceptable.	
Sufficient breadth and depth of content to cover topics including but not limited to network, security, application development, hosting, database, cloud, server	

<p>infrastructure and systems administration. Must include entry level to moderate to advanced course work.</p>	
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<p><b>Additional Requirements Related to Technology Training Platform</b></p>	
<p><b>(In addition to marking that you will meet the requirement, under each requirement we've entered a row. In those rows describe how you meet the requirement.)</b></p>	
<p><b>Requirement</b></p>	<p><b>Enter a mark if you will meet the requirement (from the Requirement column) (cells in this right-hand column left blank will identify that you will not meet the requirement, and so your response will not be considered for award)</b></p>
<p>It is our understanding that Pluralsight will provide training directly rather than through a reseller after purchase at no additional cost. Please confirm this.</p>	
<p>Set up and configuration support for ITS and sub-organizations (agencies) (some agencies may require their own organizational unit and may purchase directly under the contract)</p>	

August 18, 2021

AMENDMENT 1

TO: All concerned vendors

RE: Mini Bid for Technology Training Platform Solution, due (as of this amendment) 5:00 p.m. Mountain time, September 7, 2021.

**I. The following is a change made to the mini bid.**

1. We have deleted the document with the document file name "Technology Training Platform Solution Mini Bid.docx" and replaced it with the document with the document file name "Technology Training Platform Solution REV 1.docx". The only change made is that the due date for submission of responses to the mini bid under "Process" has changed.

There are no other changes.

Thank you for your interest in supplying the needs of the state of Idaho.

Sincerely,

/s/

Jason R. Urquhart, CPPO, CPPB  
Purchasing Officer

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