



Offeror - Exceptions

STATE OF ARIZONA

Agency: **Arizona Dept. of Administration
State Procurement Office (ADOA/SPO)**
Customer: **WSCA participating states; AZ Statewide
(state agencies & cooperative partners)**

Description: **WSCA Software Value-Added Reseller**

Please indicate as appropriate:

OFFEROR:

- ☐ **TAKES NO EXCEPTIONS TO THE REQUIREMENTS OF THE SOLICITATION**
- ☐ **TAKES EXCEPTIONS TO THE STATEMENT OF WORK OF THE SOLICITATION**
Please insert language; identify section, clause number (where applicable) and exception(s).
N/A
- ☒ **TAKES EXCEPTIONS TO THE FOLLOWING TERM(S) AND CONDITION(S) OF THE SOLICITATION**
Please insert language; identify section, clause number (where applicable) and exception(s).

Uniform Terms and Conditions

Recommended Language – Uniform Terms & Conditions	
3.8 Ownership of Intellectual Property	Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and Upon payment for services, the state, agency, department, division, board of commission of the State of Arizona or PA shall have the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for your internal operations of anything developed and delivered to the buyer under this agreement.
7.2 Quality	Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall perform in accordance with manufacturer's documentation and specifications.
7.3 Fitness	The Contractor warrants that any material supplied to the State shall perform in accordance with manufacturer's documentation and specifications.
7. DEFAULTS & REMEDIES	<p>a. The occurrence of any of the following events shall be an event of default under this Master Agreement:</p> <ul style="list-style-type: none"> i. Nonperformance of contractual requirements; or ii. A material breach of any term or condition of this Master Agreement; or iii. Any representation or warranty by Contractor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or v. Any default specified in another section of this Master Agreement. <p>b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in</p>



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	<p>its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages to the extent provided for under this Master Agreement.</p> <p>c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:</p> <ul style="list-style-type: none"> i. Exercise any remedy provided by law; and ii. Terminate this Master Agreement and any related Contracts or portions thereof; <p>DLT takes exception to liquidated damages.</p>
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Special Terms and Conditions

Recommended Language – Special Terms & Conditions (amended)	
3.11 Warranties	The Contractor warrants that, per the period of time established in the Standard Publisher's Warranty, the materials shall perform in accordance with manufacturer's documentation and specifications
5.1 Usage Reports	Reseller agrees to provide quarterly utilization reports to WSCA. The report shall be in the format developed by Lead State and mutually agreeable to the Reseller. Individual participating states may require their own usage reports. Reseller shall provide these reports at the intervals, and in the format, as mutually agreed to by the States and the Reseller.
6.A.2 Business Automobile Liability	Bodily injury and Property Damage for any hired and/or non-owned vehicles use in the performance of this Contract.

WSCA Terms and Conditions

Recommended Language – WSCA Terms & Conditions	
8. DELIVERY	Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Participating State agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the Contractor until delivery when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.
17. LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY	All intellectual property rights shall be governed by Original Equipment Manufacturer's standard commercial Terms and Conditions, e.g. EULA, Subscription Agreement, License Agreement, etc.
26. STANDARD OF PERFORMANCE AND ACCEPTANCE	The Standard of Performance applies to all Product(s) purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Participating Entity. The Acceptance period shall be upon delivery or other time period as may be mutually agreed to and included in the Purchase Order. Upon receiving notification of rejection, the Contractor will have fifteen (15) calendar days



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	to cure the Standard of Performance issue(s). If after the cure period, the Product still has not met the Standard of Performance Participating Entity may, at its option: (1) declare Contractor to be in breach and terminate the Order; (2) demand replacement Product from Contractor at no additional cost to Participating Entity; or, (3) continue the cure period for an additional time period agreed upon by the Participating Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be accepted and no charges shall be paid until the Standard of Performance is met. The warranty period will begin upon Acceptance.
28. TITLE OF PRODUCT	Upon Acceptance by the Participating Entity, Contractor shall convey to Participating Entity license/subscription to use the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use the Embedded Software in the Product. If Participating Entity subsequently transfers title of the Product to another entity, Participating Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be governed by Original Equipment Manufacturer's standard commercial Terms and Conditions, e.g. End User License Agreement, Software License Agreement, Subscription Agreement, etc.

Participating State(s)' [Identify each] Terms and Conditions

N/A



TAKES THE FOLLOWING EXCEPTIONS TO OTHER REQUIREMENTS OF THE SOLICITATION:

Please insert language; identify section, clause number (where applicable) and exception(s).

N/A