



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).

Page 3 – 4.4 Software Publishers, Categories

GovConnection uses a set of minimum annual sales criteria to select the vendors with whom they attain authorized reseller status. Any publishers on the provided bid documentation, for whom GovConnection does not show as an authorized reseller, are the result of limited demand from our current client base. We actively manage the list of authorized resellers adding and removing publishers as market demand changes and thus it is likely that participation in this contract would enable the minimum annual sales criteria to be met, enabling us to engage in an authorized reseller relationship with those publishers.

Page 5 – 4.5.1 Excluded Software Publishers

GovConnection will make best effort to partner with software publishers. Due to business regulations, there may be some limitations to what we are able to offer. GovConnection uses a set of minimum annual sales criteria to select the vendors with whom they attain authorized reseller status. Any publishers on the provided bid documentation, for whom GovConnection does not show as an authorized reseller, are the result of limited demand from our current client base. We actively manage the list of authorized resellers adding and removing publishers as market demand changes and thus it is likely that participation in this contract would enable the minimum annual sales criteria to be met, enabling us to engage in an authorized reseller relationship with those publishers.

Page 5 – 4.5.3 Continued Representation

GovConnection will work with software publishers and give best effort to pass on changes we are notified of to necessary contacts. GovConnection cannot be held responsible for lack of communication from publishers or if not given proper notification requirements of PA.

Page 5 – 4.6.1 Media

GovConnection will abide by this as long as the media is made available by the publisher. We have a large distribution and configuration center located in Wilmington, OH to ship media and make copies of media, pending approval from each publisher.

Page 5 – 4.7.1 Proof of License

GovConnection will use an automated program to ensure each PE will receive a proof of license. This program will automatically send a license certificate to the PE once each software order is invoiced. This will be done automatically via each PE's customized B2B website. GovConnection account manager will have the ability to send additional copies to the PE or other contacts within their organization, and the PE will have the ability to pull down copies of the certificate on their B2B website. The PE will also be able to restrict visibility of this function to only authorized users. A copy of this certificate is attached, and the format and information included is industry standard, so we will work with the publishers to ensure it is acceptable. This functionality should be completed and available no more than 12 months after award.

Page 6 – 4.8 Product Installation Assistance

We will establish a dedicated 800 number that will be staffed from 8:00AM EST to 8:00PM EST to assist with any issues in downloading or installing the software. If we are unable to resolve issue, as the issue is more complicated, we will quote the total cost for services.

Page 6 – 5 General Requirements – Services

The GovConnection WSCA account team covering the prospective participating states include 23 inside account managers, 8 business development managers located throughout the region, and 2 publisher specific business development specialists, and a dedicated B2B web specialist. All of the above are certified for multiple software publishers, and will continue to receive ongoing training and certifications. This team will ensure state websites are developed and maintained, are receiving price quotes in a timely manner, receive license tracking and management, and software consultation and advisement.



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Page 6 – 6.1 Develop and Maintain Website

GovConnection can create a custom landing page and short url can be created for each state. The site will be user friendly. The User self enrolls by creating a login and password. The site will show contract pricing and catalog, with bid items, site is available 24x7, Training, assistance and custom website are offered at no cost.

GovConnection can offer limited reporting on the web. This reporting includes Order information including order number, payment method, product description, price, bill to and ship to address, order status. We offer the ability to search by order number, PO number, invoice number, date range.

GovConnection does not have custom reporting capabilities, NO specific fields, cannot search on part numbers, cannot search by Publisher, cannot search by description, cannot search by quantity, A standard report can be generated and downloaded in to excel for easy viewing.

Page 6 – 6.1.2.1 Product Searching Capability –

GovConnection does not have the capability to search by VLA. We are able to provide searches by product name, part number, description and manufacturer.

Page 7 – 6.1.4 Other

GovConnection has the ability to add PDFs, Excel Worksheets, Word Documents and links can be added to customer websites. Backup copies of the Proof of License will be kept on the PE's individual B2B website, and will be able to be pulled down by the PE and the account manager of the PE.

Page 9 – 6.11.2 Liasion with Publisher

GovConnection will do best effort to facilitate engagement with the software publisher for software related services. This is managed at the individual purchase agreement stage.

Page 9 – 6.12.2 Best Approaches

GovConnection leverages vendor training, product specialists and its reseller relationships to continuously explore and attain the best possible licensing program arrangement for its clients. Many of the vendors on the publisher list addendum invest in training of our account managers. GovConnection will continue to make that training available to, and in some cases a requirement of its account management teams.

Page 9 – 6.14.2 Online Reports

GovConnection can offer limited reporting on the web. This reporting includes Order information including order number, payment method, product description, price, bill to and ship to address, order status. We offer the ability to search by order number, PO number, invoice number, date range.

GovConnection does not have custom reporting capabilities, NO specific fields, cannot search on part numbers, cannot search by Publisher, cannot search by description, cannot search by quantity, A standard report can be generated and downloaded in to excel for easy viewing.

Page 7 - 6.3 License Tracking and Management

GovConnection holds reseller and specific hardware computer contractor information as confidential and will not share such records. GovConnection will do best reasonable effort to provide product inventory information to assist with asset management for licenses within our control and knowledge.

Page 8 – 6.6 Software Advisement

The GovConnection WSCA account team covering the prospective participating states includes 23 inside account managers, 8 business development managers located throughout the region, and 2 publisher specific business development specialists. All of the above are certified for multiple software publishers, and will continue to receive ongoing training and certifications. This team will ensure that each Participating Entity is in compliance with licensing requirements, and will provide guidance and consultations to each Participating Entity in selecting software, explaining Volume License Agreements, and the most cost-effective buying strategies.

Page 8 – 6.8 Software Maintenance and Support

The GovConnection WSCA account team covering the prospective participating states include 23 inside account managers, 8 business development managers located throughout the region, and 2 publisher specific business development specialists. All of the above are certified for multiple software publishers, and will continue to receive



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ongoing training and certifications. This team will provide needed services to support maintenance products such maintenance agreements, software upgrades, annual updates, patches and fixes needed to improve functionality and keep the software in working order.

Page 8 – 6.12.1 Product Pre-Sale Advisement

The GovConnection WSCA account team covering the prospective participating states include 23 inside account managers, 8 business development managers located throughout the region, and 2 publisher specific business development specialists. All of the above are certified for multiple software publishers, and will continue to receive ongoing training and certifications. This team will assist the Participating Entity in making strategic software application decisions by providing evaluation copies, product comparisons, needs analysis, product information and application recommendations. There shall be no charge for these services.

Page 8 – 6.13 Transitioning License Tracking Information at Contract Termination

GovConnection will do best reasonable effort to create a mutually agreed upon system for license information to be acquired and retained.

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

Pg. 2 – 3.4 Facilities

Contractor is a reseller and not the Software Publisher. Contractor shall pass through any rights or warranty supplied by the Software Publisher. Contractor shall not incur any costs associated with compliance concerns outside their commercially reasonable responsibility as a reseller.

Pg. 2 – 3.8 Ownership of Intellectual Property

Since GovConnection is not the manufacturer of the products we sell, GovConnection warrants that it has good title to the hardware products it sells and that is has proper authority to license the software products it distributes. GovConnection has no control over the technology of the Products sold hereunder and therefore cannot and does not indemnify Customer for any claims by third parties that Products infringe any patent, copyright, trademark or trade secret. GovConnection will pass through any such indemnity it receives from the Product manufacturers or suppliers to Customer.

Pg. 3 – 4.3.3 Tax Indemnification

Since GovConnection is not the manufacturer of the products we sell, GovConnection warrants that it has good title to the hardware products it sells and that is has proper authority to license the software products it distributes. GovConnection has no control over the technology of the Products sold hereunder and therefore cannot and does not indemnify Customer for any claims by third parties that Products infringe any patent, copyright, trademark or trade secret. GovConnection will pass through any such indemnity it receives from the Product manufacturers or suppliers to Customer.

Pg. 4 – 6 Risk and Liability (entire section)

Since GovConnection is not the manufacturer of the products we sell, GovConnection warrants that it has good title to the hardware products it sells and that is has proper authority to license the software products it distributes. GovConnection has no control over the technology of the Products sold hereunder and therefore cannot and does not indemnify Customer for any claims by third parties that Products infringe any patent, copyright, trademark or trade secret. GovConnection will pass through any such indemnity it receives from the Product manufacturers or suppliers to Customer.

Pg. 5 – 7 Warranties

7.2 – Contractor is a reseller and not the Software Publisher. Contractor shall pass through any rights or warranty supplied by the Software Publisher. We are not held liable

7.3 – Since GovConnection is not the manufacturer of the products we sell, GovConnection warrants that it has good title to the hardware products it sells and that is has proper authority to license the software products it distributes. GovConnection has no control over the technology of the Products sold hereunder and therefore cannot and does not



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indemnify Customer for any claims by third parties that Products infringe any patent, copyright, trademark or trade secret. GovConnection will pass through any such indemnity it receives from the Product manufacturers or suppliers to Customer.

7.6 –Contractor will only be held liable for warranties and terms within their direct control. Contractor shall not be held responsible for any warranty or term directly related to material which is then outside of Contractor's commercially reasonable control.

Special Terms and Conditions

Pg. 4 – 3.11 Warranties

Since GovConnection is not the manufacturer of the products we sell, GovConnection warrants that it has good title to the hardware products it sells and that it has proper authority to license the software products it distributes. GovConnection has no control over the technology of the Products sold hereunder and therefore cannot and does not indemnify Customer for any claims by third parties that Products infringe any patent, copyright, trademark or trade secret. GovConnection will pass through any such indemnity it receives from the Product manufacturers or suppliers to Customer.

WSCA Terms and Conditions

Pg. 3 – 5.3 Injunctive Relief

Contractor shall not be held liable and holds no responsibility for actions outside their commercially reasonable control.

Pg. 3 – 7.Defaults and Remedies c.

Contractor is a reseller and not the Software Publisher. Contractor shall pass through any rights or warranty supplied by the Software Publisher. However Contractor is not liable for any breach of obligation under such agreement if the cause of breach is outside their commercially reasonable control. As such, Contractor will not be imposed with liquidated damages or costs associated with such breaches. Payment for products or services outside of a specific default cure are not to be withheld and will follow payments terms of agreement.

Pg. 4 – 12. IP Indemnification

Since GovConnection is not the manufacturer of the products we sell, GovConnection warrants that it has good title to the hardware products it sells and that it has proper authority to license the software products it distributes. GovConnection has no control over the technology of the Products sold hereunder and therefore cannot and does not indemnify Customer for any claims by third parties that Products infringe any patent, copyright, trademark or trade secret. GovConnection will pass through any such indemnity it receives from the Product manufacturers or suppliers to Customer. Exceptions and clarifications taken to this section shall be reviewed and acknowledged as part of this section. Negotiations and explanations may occur prior to finalizing the Master Agreement.

Pg. 5 - 14. Individual Customer

Since GovConnection is not the manufacturer of the products we sell, GovConnection warrants that it has good title to the hardware products it sells and that it has proper authority to license the software products it distributes. GovConnection has no control over the technology of the Products sold hereunder and therefore cannot and does not indemnify Customer for any claims by third parties that Products infringe any patent, copyright, trademark or trade secret. GovConnection will pass through any such indemnity it receives from the Product manufacturers or suppliers to Customer.

Pg. 7 – 17. License

Contractor is a reseller and not the publisher of software. Contractor has clear rights and title to pass on to the end-user. All license and warranty requirements will be in conjunction with the software publishers normal offers. No additional expense shall be passed to the Contractor for costs incurred under such software license or warranty.

Pg. 8 – 26. Standard of performance

Contractor is a reseller of software products and not the publisher. Users will adhere to software publisher's warranty and return policy. No additional cost will be incurred by Contractor.

Pg. 9 – 28. Title of Product

Since GovConnection is not the manufacturer of the products we sell, GovConnection warrants that it has good title to the hardware products it sells and that it has proper authority to license the software products it distributes. GovConnection has no control over the technology of the Products sold hereunder and therefore cannot and does



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not indemnify Customer for any claims by third parties that Products infringe any patent, copyright, trademark or trade secret. GovConnection will pass through any such indemnity it receives from the Product manufacturers or suppliers to Customer. Users must adhere to software publisher's license and warranty.

Pg. 9 – 30 Warranty

Since GovConnection is not the manufacturer of the products we sell, GovConnection warrants that it has good title to the hardware products it sells and that it has proper authority to license the software products it distributes. GovConnection has no control over the technology of the Products sold hereunder and therefore cannot and does not indemnify Customer for any claims by third parties that Products infringe any patent, copyright, trademark or trade secret. GovConnection will pass through any such indemnity it receives from the Product manufacturers or suppliers to Customer.

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

1.4 Non-appropriation of funds – “Payment is due for any material or service delivered prior to written announcement of funds not being made available.

2.1 Audits - “The contractor will reimburse for any audit discrepancies or overcharges discovered during audits. No other costs will be incurred or paid beyond the amount of the discrepancy.”

2.5 Recalls – Contractor is a reseller and not the publisher or manufacturer of software or products. Contractor is not responsible for breaches or malfunctions of deliverables and so is not to be held liable or responsible for any additional costs brought about by inadequacy of deliverable.

2.6 Termination - Contractor is a reseller and not the publisher or manufacturer of software or products. Contractor is not responsible for breaches or malfunctions of deliverables and so is not to be held liable or responsible for any additional costs brought about by inadequacy of deliverable.

3.1 Acceptance - Contractor is a reseller and is not the publisher or manufacturer of Deliverables. Contractor is not to be held liable for any publisher or manufacturer warranty of Deliverables. Contractor has clear title and license permission from publisher or manufacturer and will pass these on to the State.

4.1 Commercial Material - Contractor is a reseller and not the publisher or manufacturer of Deliverables. Contractor will pass any rights or license authority provided by the publisher or manufacturer on to the State. Contractor will not indemnify or be held liable for any actions of the State that breach publisher or manufacturer rights or license.

4.3 Confidentiality - Contractor will provide due diligence and best reasonable effort to protect confidential information. If any such confidential information is disclosed outside the commercially reasonable control of the Contractor then no liability or responsibility or additional cost shall be incurred by the Contractor.

5.1 Contractor's Sales Report – GovConnection honors cost at time of quote completion for dollar value of order to be placed. However due to cost fluctuations that occur between quote completion and order fulfillment cost can change. Our sales volume reports our based on cost and percentage mark-up at time of order completion. GovConnection can provide proof of cost plus compliance at time of quote completion, but quarterly sales reports may differ depending on the cost fluctuations.

6.1 Warranties – Contractor is a reseller and not the manufacturer or publisher of deliverables. Contractor will not be liable or warrant the performance or specifications of deliverables. Contractor will provide due diligence and reasonable effort to meet and exceed the expectations of the State. Contractor will not be held liable or responsible for actions outside of their reasonable control.

6.2 Software Warranty – Since GovConnection is not the manufacturer of the products we sell, GovConnection warrants that it has good title to the hardware products it sells and that it has proper authority to license the software products it distributes. GovConnection has no control over the technology of the Products sold hereunder and therefore cannot and does not indemnify Customer for any claims by third parties that Products infringe any patent, copyright, trademark or trade secret. GovConnection will pass through any such indemnity it receives from the Product manufacturers or suppliers to Customer.



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6.3 Equipment Warranty – Since GovConnection is not the manufacturer of the products we sell, GovConnection warrants that it has good title to the hardware products it sells and that it has proper authority to license the software products it distributes. GovConnection has no control over the technology of the Products sold hereunder and therefore cannot and does not indemnify Customer for any claims by third parties that Products infringe any patent, copyright, trademark or trade secret. GovConnection will pass through any such indemnity it receives from the Product manufacturers or suppliers to Customer.

6.4 Indemnity – Since GovConnection is not the manufacturer of the products we sell, GovConnection warrants that it has good title to the hardware products it sells and that it has proper authority to license the software products it distributes. GovConnection has no control over the technology of the Products sold hereunder and therefore cannot and does not indemnify Customer for any claims by third parties that Products infringe any patent, copyright, trademark or trade secret. GovConnection will pass through any such indemnity it receives from the Product manufacturers or suppliers to Customer.

7.1 Software Maintenance – Since GovConnection is not the manufacturer of the products we sell, GovConnection warrants that it has good title to the hardware products it sells and that it has proper authority to license the software products it distributes. GovConnection has no control over the technology of the Products sold hereunder and therefore cannot and does not indemnify Customer for any claims by third parties that Products infringe any patent, copyright, trademark or trade secret. GovConnection will pass through any such indemnity it receives from the Product manufacturers or suppliers to Customer.

7.2 Software Upgrades – Contractor is a reseller and not the publisher or manufacturer of Commercial Software. Contractor will pass on any license rights or warranties provided by publisher or manufacturer. Any warranty, license rights, or return policies provided to the State will be those of the software publisher or manufacturer. Contractor will not be held responsible or liable for warranty or license requirements or breaches thereof.

7.4 Equipment Maintenance Standards – Contractor will provide due diligence and best reasonable effort to meet maintenance requirements. Contractor will work with the publisher or manufacturer to provide best commercially acceptable practices to meet these requirements.

7.5 Equipment Maintenance Continuity – Contractor is a reseller and not the publisher or manufacturer of software or deliverables. Due diligence will be given to meet the maintenance needs of the State; however the Contractor will not be held liable or responsible for defaults outside their reasonable control. Contractor will not incur any costs due to defaults outside of their control.

Exhibit I – Contractor is a reseller and not the manufacturer or publisher of deliverables under this contract. Contractor will provide due diligence to meet the Executive Order 2010-09S, but cannot be held liable or responsible for actions of the manufacturer or publisher of deliverables. Contractor will not be held liable for actions outside of their direct control or knowledge.

Vermont:

9. Default - Contractor is a reseller and not the publisher or manufacturer of software or deliverables. Due diligence will be given to meet the maintenance needs of the State; however the Contractor will not be held liable or responsible for defaults outside their reasonable control. Contractor will not incur any costs due to defaults outside of their control.

TAKES THE FOLLOWING EXCEPTIONS TO OTHER REQUIREMENTS OF THE SOLICITATION:

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