



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).
- ☒ **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

Special Terms and Conditions

3 CONTRACT ADMINISTRATION

3.9 Pandemic Contractual Performance. The State shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The state may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include: (i) Key succession and performance planning if there is a sudden significant decrease in contractor's workforce; (ii) Alternative methods to ensure there are products in the supply chain; and (iii) An up to date list of company contacts and organizational chart.

In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights: (i) After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms; (ii) The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the director as per § 41-2537 of the Arizona Procurement Code; and (iii) Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).

The State, at any time, may request to see a copy of the written plan from the contractor. The contractor shall produce the written plan within 72 hours of the request.

Insight wishes to clarify that the requesting agency can view Insight's Pandemic Plan at its Tempe, Arizona headquarters. The requested plan is considered proprietary information and cannot leave Insight's control.

WSCA Terms and Conditions

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

- ☒ **TAKES THE FOLLOWING EXCEPTIONS TO OTHER REQUIREMENTS OF THE SOLICITATION:**
Please insert language; identify section, clause number (where applicable) and exception(s).

As the State of Arizona and the Western States Contracting Alliance (WSCA) reviews our proposal, Insight respectfully proposes the addition of the following language to the provisions of the Solicitation:

- **Limitations of Liability:** Except for claims related to or arising from breach of confidential information or indemnification, any liability arising under this agreement is limited to total money received by Insight during the three month period immediately preceding the event giving rise to such liability. This limitation is cumulative and not per incident.

No action, whether for indemnification or otherwise, regardless of form, arising out the transaction under this agreement, may be brought by either party more than one year after the damage, loss or expense occurred, except that, an action for non-payment may be brought within one year after the date of last payment.

Insight welcomes the chance to discuss this with you further to develop a mutually acceptable clause, if possible.