



State of Oklahoma
Office of Management and Enterprise Services

**ADDENDUM 1 TO
STATE OF OKLAHOMA CONTRACT WITH MYERS AND STAUFFER LC
RESULTING FROM STATEWIDE CONTRACT NO. 1042**

This Addendum 1 (“Addendum”) is an Amendment to the Contract awarded to Myers and Stauffer LC in connection with Statewide Contract No. 1042 (“Solicitation”) and is effective August 11, 2017.

Recitals

Whereas, the State issued a Solicitation for proposals to provide information technology risk, security and compliance products and services to state agencies and to ensure compliance with all industry and regulatory data security standards, as more particularly described in the Solicitation;

Whereas, Myers and Stauffer LC submitted a proposal which contained various other Contract Documents; and

Whereas, the State and Myers and Stauffer LC have negotiated the final terms under which Myers and Stauffer LC will perform the Services under the Contract.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. **Addendum Purpose.**

This Addendum memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to Myers and Stauffer LC as of even date with execution of this Addendum. The parties agree that Supplier has not yet begun performance of work contemplated by the Solicitation.

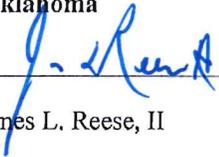
2. **Negotiated Documents of the Contract.**

2.1. The parties have negotiated certain terms of the Contract as follows:

- i. revisions to Myers and Stauffer LC's Technology Services Agreement as contained in Attachment A to this Addendum titled, Technology Services Agreement.

2.2. Accordingly, any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

State of Oklahoma

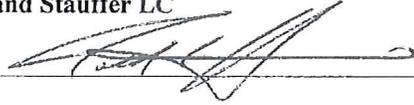
By: 

Name: James L. Reese, II

Title: Chief Information Officer

Date: 8-28-17

Myers and Stauffer LC

By: 

Name: Ronald E. Franke

Title: Principal

Date: 08/14/2017

**Attachment A to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH MYERS AND STAUFFER LC
RESULTING FROM STATEWIDE CONTRACT NO. 1042**

The Technology Services Agreement is hereby amended as set forth below and supersedes all prior documents submitted by Myers and Stauffer LC or discussed by the parties. The parties agree to use this Technology Services Agreement or a document substantially in the form of this Technology Services Agreement.

Technology Services Agreement [or Statement of Work]

[DATE]
[NAME]
[ORGANIZATION NAME]
[STREET ADDRESS]
[CITY, STATE ZIP]

Dear [SALUTATION],

We are pleased to serve you on this technical services engagement. The purpose of this letter is to confirm the terms of our agreement and to clarify the nature and extent of the services to be provided.

[NAME, TITLE] is responsible for the relationship between you and Myers and Stauffer LC. [NAME] is the Senior Manager who will be assigned to you. This arrangement assures that another person you know will be familiar with your operations. It also provides a person who can substitute for [NAME] should s/he not be available. We hope you will call either of these persons when you believe the firm can be of assistance.

Our services will include:
[SHORT TITLE OR DESCRIPTION OF SERVICES], as detailed within the attached addendum.

This Technology Services Agreement [or Statement of Work], and the Contract resulting from Oklahoma Statewide Contract No. 1042 constitute the entire agreement regarding the above technical services to be provided to you and supersedes all prior agreements, understandings, negotiations, and discussions between us, whether oral or written. This Technology Services Agreement [or Statement of Work] may be supplemented by other written agreements executed by both parties. In the event of a conflict between this Technology Services Agreement [or Statement of Work] and Oklahoma Statewide Contract No. 1042, Oklahoma Statewide Contract No. 1042 controls.

You understand that this service is solely for the purpose of assisting you with [DESCRIBE PURPOSE OF SERVICE]. Additionally, your personnel will provide us with any and all documents and/or media as reasonably necessary within each specific project scope. We wish to emphasize that your organization's management has the primary responsibility for the direction and utilization of the results of the services we perform. We are serving only as advisors and you may accept or reject our recommendations. Customer's management

will be ultimately responsible for all decisions and the implementing of actions relating to this engagement.

In addition, Customer's management is responsible for:

- Designating a management-level individual to be responsible and accountable for overseeing these technical services;
- Establishing and monitoring the performance of this engagement to ensure that those services meet management's objectives;
- Making any decisions that involve management functions related to this engagement and accept full responsibility for those decisions; and
- Evaluating the adequacy of the services performed and any findings that result.

However, none of the forgoing bulleted responsibilities will shift or diminish Myers and Stauffer LC's professional or contractual obligations under Oklahoma Statewide Contract No. 1042.

It is our understanding that the primary intent of engaging our technical services is for the benefit of the management of [ORGANIZATION NAME]. Our services are not intended to benefit or influence any other person or entity.

The charges for our work are to be based upon the time involved, degree of responsibility assumed and skills required, plus direct expenses. Invoicing for services and payment shall be in accordance with Oklahoma Statewide Contract No. 1042. Technical services will be invoiced by Myers and Stauffer LC.

It is hereby agreed that our fee will be discussed prior to any engagement. Fees and expenses shall be in accordance with the amounts set forth in Oklahoma Statewide Contract No. 1042.

As per Oklahoma Statewide Contract No. 1042, the laws of the State of Oklahoma shall govern the construction and interpretation of the Contract.

If the above terms are in accordance with your understanding and acceptable to you, please sign, date, and return the duplicate copy of this letter to us.

We very much appreciate the opportunity to serve you and will be pleased to discuss any questions you may have.

Sincerely,

Myers and Stauffer LC

The services described in the foregoing letter are in accordance with our requirements and we understand the terms and conditions recited above.

_____ [Organization Name] _____

Customer Name

By

Title

Date

[This Agreement Template May be Modified to Fit the Nature and Circumstances of the Specific Services to be Provided.]

ADDENDUM A

Our understanding of your request

The [ORGANIZATION NAME] wishes to have a [SHORT DESCRIPTION/TITLE OF SERVICES] conducted, to determine [SHORT DESCRIPTION OF PURPOSE OF SERVICES].

Myers and Stauffer LC will perform [SHORT DESCRIPTION/TITLE OF SERVICES] for [ORGANIZATION NAME] [LOCATION]. This [SHORT DESCRIPTION/TITLE OF SERVICES] will [SHORT DESCRIPTION OF EXPECTED OUTCOME OF SERVICES].

This engagement will require [LISTING OF REQUIREMENTS TO COMPLETE THE SERVICES].

The services to be provided include:

[PROVIDE STATEMENT OF WORK INCLUDING NATURE OF THE SERVICES TO BE PERFORMED, PROJECT PHASING, SCOPE, ETC.].

1)

Deliverable(s)

The deliverable(s) for this [SHORT DESCRIPTION/TITLE OF SERVICES] will be [DESCRIBE DELIVERABLE(S)] which will include:

1)

2)

3)

Timelines

The timelines/key milestone dates for this [SHORT DESCRIPTION/TITLE OF SERVICES] are [LIST KEY TIMELINES/MILESTONE DATES]:

Event/Activity	Date
TBD	TBD
TBD	TBD

[ORGANIZATION NAME] Responsibilities and MYERS AND STAUFFER LC Assumptions

[ORGANIZATION NAME] will provide MYERS AND STAUFFER LC with [LIST OF ITEMS TO BE PROVIDED TO MYERS AND STAUFFER LC]:

1)

2)

3)

Labor Estimate

TASK	HOURS	RATE	EXTENDED COST
Task	XX	\$XXX.XX	\$X,XXX.XX
Task	XX	\$XXX.XX	\$X,XXX.XX
Task	XX	\$XXX.XX	\$X,XXX.XX
- Sub-task			
- Sub-Task			
- Sub-Task			
Task	XX	\$XXX.XX	\$X,XXX.XX
Task	XX	\$XXX.XX	\$X,XXX.XX
- Sub-task			
- Sub-Task			
- Sub-Task			
LABOR SUB TOTAL	XX	\$XXX.XX	\$X,XXX.XX
[DESCRIBE] EXPENSES			\$X,XXX.XX
GRAND TOTAL			\$X,XXX.XX

Per Oklahoma Statewide Contract No. 1042, the technical services rate for this engagement will be \$xxx.xx per hour for actual hours incurred. Project management hours will be billed at \$xxx.xx per hour. MYERS AND STAUFFER LC commits not to exceed the hours listed above [OR FIXED FEE IF FIXED FEE SOW] for the project as currently scoped without the express written consent of [ORGANIZATION].