



State of Oklahoma

Office of Management and Enterprise Services

**ADDENDUM 1 TO
STATE OF OKLAHOMA CONTRACT WITH
CORY'S AUDIO VISUAL SERVICES, LLC
RESULTING FROM SOLICITATION NO. 0900000309**

This Addendum 1 ("Addendum") is an Amendment to the Contract awarded to Cory's Audio Visual Services, LLC ("Cory's") in connection with Solicitation 0900000309 ("Solicitation") and is effective September, 2018.

Recitals

Whereas, the State issued a Solicitation for proposals to provide audio video technology systems for the design, acquisition, installation, training, and ongoing support of audiovisual and instructional technologies;

Whereas, the State and Cory's have negotiated the final terms under which Cory's 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 Cory's 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 the bidder agreement as contained in Attachment A this Addendum; and
- ii. revisions to the Service Contract as contained in Attachment B to this Addendum.

- 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: _____

9/12/18

Cory's Audio Visual Services, LLC

By: _____

Name: _____

Title: _____

Date: _____

John R Cory

John R Cory

Chief Operating Officer

9/11/2018

**ATTACHMENT A
ADDENDUM 1 TO
STATE OF OKLAHOMA CONTRACT WITH
CORY'S AUDIO VISUAL SERVICES, LLC
RESULTING FROM SOLICITATION NO. 0900000309**

This Agreement is by and between Cory's Audio Visual Services, LLC (Cory's Audio Visual) and _____ ("Client") and is a Contract Document in connection with the State of Oklahoma Contract with Cory's Audio Visual resulting from Solicitation No. 0900000300 (the "Contract"). Client is any State Entity or Affiliate as defined in the Contract.

TERMS & CONDITIONS

Section 1 – Responsibilities

1. Cory's Audio Visual will install all equipment in this proposal according to highest industry standards. This includes integration of necessary system components, programming, and interfacing to client equipment and/or network. Exceptions are:
 - Floor coring and high voltage wire/cable pulls through coring
 - Floor boxes in concrete or other hard material where special tools are required to cut space in order to fit boxes
 - Millwork and carpentry
 - Painting/finish work
 - Ceiling modifications
 - Structural modifications
 - High Voltage electrical work regulated by NEC and/or local codes
 - 120V AC/wire conduits
2. Client Responsibilities:
 - Provide access to job site during normal business hours
 - Insure adequate measures in place for worker safety
 - Provide a safe and secure location to store equipment
 - Others as previously noted or negotiated
3. This is a legally binding agreement for products and services. Product returns must be approved by Cory's Audio Visual and will be assessed a 10% in house restocking fee plus any applicable manufacturers restock fees unless otherwise specified by Cory's Audio Visual Services, Inc. In the event that a manufacturer will not return a product, such as custom built products, the customer is liable for 100% of the originally accepted purchase price, plus applicable shipping.
4. No assumptions of functionality outside the specifically stated parameters of this Scope of Work are intended or implied. Changes in the Scope of Work after sign off by the client shall require a Change Order to be processed by Cory's Audio Visual and signed by the client. Change Orders represent a binding contract and are subject to the same terms and conditions of this contract.
5. Cory's Audio Visual is responsible for only the services specifically outlined in this agreement. Tertiary services that Cory's Audio Visual is not responsible for include, but are not limited to: high voltage electrical wiring, internet connectivity, internet and/or network bandwidth, cable or satellite TV services, etc.

6. Title of ownership for all equipment listed in the contract shall remain the sole property of Cory's Audio Visual if the Equipment is being rented. If Equipment is purchased, Title of Ownership will be signed over to the client after all payments are made in full.
- 7.

Section 2 – Warranties and Craftsmanship Guarantee

1. All standard manufacturers' equipment warranties apply.
2. Where equipment warranties on individual pieces of equipment exceed twelve months, the warranty period shall be extended to the appropriate time period.
3. All new equipment in this project has a craftsmanship guarantee of six months from date of owner acceptance.
4. Any labor costs incurred associated with the inspection, adjustments, removal, or re-installation of any equipment within any manufacturers' warranty period is the sole responsibility of the owner.
5. Any shipping cost incurred in the delivery and return of any equipment to or from any approved manufacturers' warranty repair facility is the sole responsibility of the owner.
6. No other warranties or guarantees are offered or implied, other than the warranty provisions as set forth in the Contract.

Section 3 - Testing and Calibration

1. Cory's Audio Visual will test all components of the system for optimum performance and make any necessary adjustments prior to owner acceptance
2. Prior to the end of the first quarter of beneficial use Cory's Audio Visual will schedule a service call to check system and make any necessary adjustments and calibrations

Section 4 – Special Conditions / Circumstances

1. Any special order items that are custom made by either Cory's Audio Visual or the manufacturer cannot be returned and payment for those items is due in full when contract is signed.

For Customer

Date: _____

For Cory's Audio Visual Services, LLC (DBA: Cory's Audio Visual)

Date: _____

**ATTACHMENT B
TO ADDENDUM 1 TO
STATE OF OKLAHOMA CONTRACT WITH
CORY'S AUDIO VISUAL SERVICES, LLC
RESULTING FROM SOLICITATION NO. 0900000309**

Service Contract

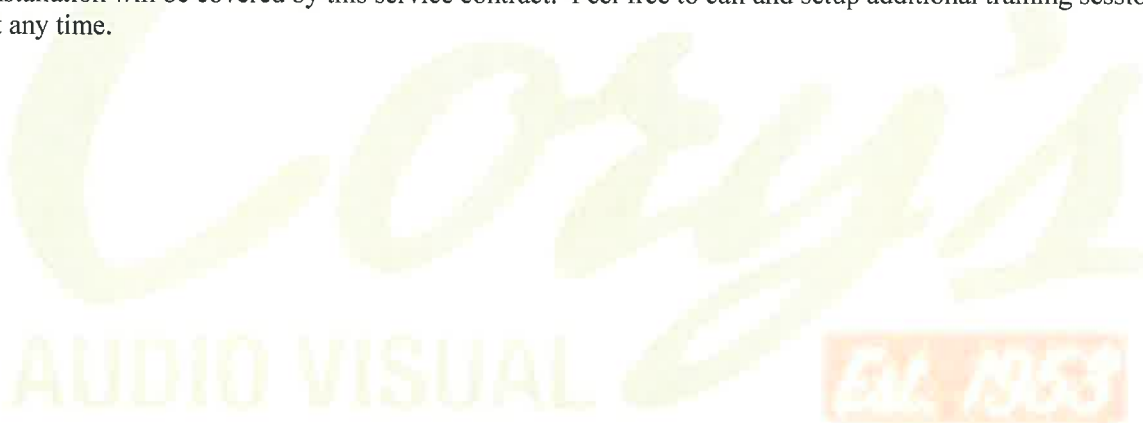
This document will define and explain Service Contracts.

Service Contract:

A service contract will be defined as an agreement between Cory's and a client to provide all required labor necessary to keep the AV system functional over the term of the contract.

In the event of equipment failure, all labor associated with diagnosing and fixing the problem will be covered by this Service Contract. Equipment repair or replacement costs are not included in this Service Contract. All equipment shall be covered by manufacturer warranty, where applicable.

Any training of personnel required in addition to the initial amount included with the system installation will be covered by this service contract. Feel free to call and setup additional training sessions at any time.



Service Contract – ITSW1021

1. Service Provided and Replacement Part Procedures. Subject to the terms set forth in this agreement, the Provider agrees to provide service on the equipment listed on Exhibit A at the premises identified on such Exhibit. Provider shall provide such service during the hours and according to the schedule identified on Exhibit B. Provider's service (a) shall include maintenance of all current manufactured parts as well as and labor required to repair or replace equipment which has become defective through normal wear and usage, (b) is intended to keep the equipment in, or restore the equipment to, good working order during the term of this agreement, and (c) assures against interruptions in operation of the equipment or keep interruptions as short as possible.

In the event that a problem is discovered, the Customer will notify the Provider. The Provider will respond with telephone support within twenty-four (24) hours if applicable. If phone support is not sufficient to fix the problem, the Provider will be on-site within forty-eight (48) hours to diagnose the problem. If equipment covered under this contract (Exhibit A) is determined to be faulty, then the Provider will notify the Customer. The customer has the option to have the original equipment repaired at a certified repair facility and put it back into the system at a later date, or approve a replacement piece of equipment. All labor costs incurred by the Provider during the repair/replacement of covered items are included in this contract at no cost to the Customer.

2. Provider Access and Customer Responsibilities. Provider's employees shall have full and free access to the equipment at the premises. Customer agrees to (a) prevent unauthorized adjustment, repair or modification to the equipment, (b) ensure that the equipment is utilized in accordance with the applicable Provider's and/or manufacturer's specifications, and (c) keep all walls, doors, windows and other elements at the premises as now constructed, or subsequently altered, maintained in such condition, at Customer's expense, as to permit proper operation of the equipment and the system to which the equipment is a part. The Customer can, at no charge to the Provider, perform such non-skilled checks and tests as may reasonably be requested by Provider and to notify Provider promptly if any of the equipment fails to properly respond to any such check or test. In the event that any of the Customer responsibilities identified in this section are not fulfilled, Provider shall have the right to immediately withdraw the affected equipment from service coverage under this agreement without affecting the scheduled charges under Section 4 below.
3. Term. The term of this agreement shall be one (1) year and shall automatically continue for successive additional periods of one (1) year, provided, however, that either party may terminate this agreement by sending written notice to the other party thirty (30) days prior to the renewal date. In addition to the preceding termination right, Provider shall have the right on an annual basis to increase the periodic maintenance charge below by sending written notice of such increase to the other party at least forty-five (45) days prior to the renewal date.
4. Scheduled Maintenance Charges. In addition to any other charges or fees specified in this agreement, Customer agrees to pay Provider the amounts set forth on Exhibit C, which amount shall be due and payable at the time(s) set forth on such Exhibit. Such amounts are subject to modification by Provider in accordance with the terms of Section 3 above.

5. **Additional Costs and Charges.** This service contract only covers service during normal business hours. Any need for after hour or weekend service will be billed at normal after-hours service call rates of one and one-half the normal rates for non-standard business hours.
Costs to repair or replace equipment hardware are not covered under this Contract, with the exception of Cisco/Tandberg hardware. If faulty equipment is still under Manufacturer warranty, then that will be used. If faulty equipment is not under manufacturer warranty, then all costs to repair or replace this equipment will be charged as required to the Customer.
All equipment expendable equipment such as Projector bulbs, filters, etc. are not included in this Service Contract. They will be billed separately.
6. **Exclusions.** Only equipment listed on Exhibit A is subject to the terms and conditions of this agreement, excluding such equipment caused by (a) Customer negligence; (b) theft, abuse, fire, flood, wind, lighting, unreasonable power line surges, or acts of God or public enemy. Service, repair, or maintenance resulting from configuration changes made or attempted by persons unauthorized by Provider is also excluded from this agreement.
7. **Force Majeure.** Provider shall not be considered in default if performance of its obligations is prevented or delayed by acts of God or government, labor disputes, failure or delay of transportation, or by vendors or subcontractors, or any other similar cause or causes beyond reasonable control of Provider. Time of performance of Provider's obligations shall be extended by the time period reasonably necessary to overcome the effects of such force majeure occurrences.
8. **Finance Charges.** A monthly finance charge equal to the maximum rate allowed by law will be applied to all past due amounts under this agreement. Provider shall have the right to deny service to Customer in the event Customer has a past due account with Provider.
9. **Governing Law.** This agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

AUDIO VISUAL

Est. 1953

Exhibit A
Listing of Equipment and Identification of Premises

Equipment:



Exhibit B
Service Period

This agreement shall begin at 12:01 AM on ____/____/____ and end at 11:59 PM on ____/____/____.

On-site service calls will take place between the hours of 8:00 AM and 5:30 PM.



Exhibit C
Scheduled Charges and Payment Terms

The fee for this Service Contract for one year shall be \$ _____. This fee may be billed and paid in installments.
The desired billing period is; _____ Annually _____ Bi-Annually _____ Quarterly _____ Monthly.
Payment terms will be Net 20 Days after invoice date.

