



State of Oklahoma
Office of Management and Enterprise Services

**ADDENDUM 1 TO
STATE OF OKLAHOMA CONTRACT WITH
GRAYBAR ELECTRIC COMPANY, INC.
RESULTING FROM SOLICITATION NO. 0900000324**

This Addendum 1 (“Addendum”) is an Amendment to the Contract awarded to Graybar Electric Company, Inc. (“Graybar”) in connection with Solicitation 0900000309 (“Solicitation”) and is effective 11/7, 2018.

Recitals

Whereas, the State issued a Solicitation to secure a statewide contract for network cable and accessories;

Whereas, the State and Graybar have negotiated the final terms under which Graybar 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 Graybar 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. Certain negotiated exceptions and additional terms to the Solicitation as contained in Attachment A 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: James L. Reese, II

Name: James L. Reese, II

Title: Chief Information Officer

Date: 11/7/18

Graybar Electric Company, Inc.

By: Jack Callen

Name: Jack Callen

Title: Manager Comm Data Business

Date: 11-5-18

**ATTACHMENT A
TO ADDENDUM 1 TO
STATE OF OKLAHOMA CONTRACT WITH GRAYBAR ELECTRIC COMPANY, INC.
RESULTING FROM SOLICITATION NO. 3090000324**

Negotiated Exceptions and Additional Terms to the Solicitation

The Solicitation is hereby amended to include the terms as set forth below and supersedes all prior terms and exceptions submitted by Anixter or discussed by the parties.

Solicitation, Section A.13.1: a final sentence shall be added to this section as follows:

“Acceptance” shall occur no later than three (3) business days after delivery.

Solicitation, Section B.3 shall be deleted in its entirety and replaced with the following:

Supplier shall pass through any manufacturer warranty of the products being sold hereunder to the State. Supplier warrants and represents that products or deliverables specified and furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, materially conform with any written specifications provided by the manufacturer of the product to Supplier for a warranty period of a minimum of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. During the warranty period and at Supplier’s sole option and expense, defects in the products or deliverables specified and furnished by or through the Supplier shall be repaired or replaced by Supplier at no cost or expense to the State, or if not possible, the purchase price of such products or deliverables shall be refunded.

THE FOREGOING WARRANTIES FOR PRODUCTS BEING SOLD HEREUNDER ARE EXCLUSIVE AND IN LIEU OF, AND SUPPLIER DISCLAIMS AND THE STATE WAIVES, ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW (STATUTORY OR OTHERWISE).