



State of Oklahoma

Office of Management and Enterprise Services

**ADDENDUM 1 TO
STATE OF OKLAHOMA CONTRACT WITH ASTROPHYSICS INC.
RESULTING FROM SOLICITATION NO. 0900000369 FOR SW0243**

This Addendum 1 (“Addendum”) is an Amendment to the Contract awarded to Astrophysics Inc. (“Vendor”) in connection with Solicitation #0900000369 (“Solicitation”) and is effective June 19, 2019.

Purpose

The State issued a Solicitation for proposals to provide Security Screening Equipment and Services, SW0243, as more particularly described in the Solicitation. Astrophysics Inc. submitted a proposal which contained exceptions to the Solicitation terms and various other Contract Documents. The State and Astrophysics Inc. have negotiated the final terms under which Astrophysics will perform the Services under the Contract and this Addendum memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to Astrophysics Inc. as of even date with execution of this Addendum.

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. Work Commencement.

The parties agree that Supplier has not yet begun performance of work contemplated by the Solicitation.

2. Negotiated Documents of the Contract.

The parties have negotiated certain exceptions to the Solicitation as contained in Attachment A to this Addendum titled Warranty Terms and Conditions and Maintenance Agreement, attached hereto and incorporated herein.

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**SIGNATURE PAGE TO ADDENDUM 1 TO
STATE OF OKLAHOMA CONTRACT WITH ASTROPHYSICS INC.
RESULTING FROM SOLICITATION NO. #0900000369 FOR SW0243**

STATE OF OKLAHOMA

By: 

Name: Ferris J. Barger

Title: State Purchasing Director

Date: 7/8/2019

ASTROPHYSICS INC.

By: 

Name: Mark Zayek

Title: Chief Operating Officer

Date: 06/27/2019

**ATTACHMENT A TO
ADDENDUM 1 TO
STATE OF OKLAHOMA CONTRACT WITH ASTROPHYSICS INC.
RESULTING FROM SOLICITATION NO. 0900000369, SW0243**

Negotiated Exceptions to Contract Resulting from Solicitation No. 0900000369, SW0243

The negotiated exceptions to Solicitation No. 0900000369, SW0243 set forth below hereby supersede the exceptions set forth in Section Five (5), Bidder Agreements and in their Proposal, which is Astrophysics Service Agreement Terms and Conditions - U.S. Systems Only, shall be deemed not to constitute a portion of the Contract.

Term & Section	Language
PARTS RETURN POLICY (Section E.11. Section Five (5) E.11.5.)	Section E.11. Section Five (5) E.11.5. of response. PARTS RETURN POLICY is deleted in its entirety: “Effectively” PARTS RETURN POLICY It is the responsibility of the Customer to return, at their expense, all defective or unused parts to Astrophysics within thirty (30) days of either receiving the part or the completion of the service call. Parts should be shipped to the following address: Astrophysics Inc. Attn: Service Department 21481 Ferrero Parkway City of Industry, CA 91789 Failure to do so will result in the Customer being invoiced for the parts at the price established by Astrophysics. A HOLD may be placed on the account of the Customer resulting in discontinuance of service to ALL machines owned by the Customer until said invoice is paid.