



State of Oklahoma
Office of Management and Enterprise Services

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

This Addendum 1 (“Addendum”) is an Amendment to the Contract awarded to CEIA (“Vendor”) in connection with Solicitation #0900000369 (“Solicitation”) and is effective May 23, 2019.

Purpose

The State issued a Solicitation for proposals to provide Security Screening Equipment and Services, SW0243, as more particularly described in the Solicitation. CEIA submitted a proposal which contained exceptions to the Solicitation terms and various other Contract Documents. The State and CEIA have negotiated the final terms under which CEIA 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 CEIA 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.

[remainder of page intentionally left blank]

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

STATE OF OKLAHOMA

CEIA

By: 
Name: Farris J. Barger
Title: State Purchasing Director
Date: 6/27/2019

By: 
Name: Lucy Cacioli
Title: DIRECTOR OF OPERATIONS
Date: 6-27-2019

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

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

<p>The negotiated exceptions to Solicitation No. 0900000369, SW0243 set forth below hereby supersede the exceptions set forth in the Warranty and Limitation of Liability document included in CEIA’s Proposal, which shall be deemed not to constitute a portion of the Contract.</p>	
Term & Section	Language
<p>Section E. Instructions to Bidder, E.11. Bid Deliverables (Section E.11.8., Section Eight (8) All other information submitted, Warranty and Limitation of Liability)</p>	<p>Section E.11.8., Section Eight (8) All other information submitted, Warranty and Limitation of Liability: The items below are deleted in their entirety:</p> <p>“Effectively” 1st paragraph:</p> <p>There will be a twenty percent (20%) restocking fee in addition to any shipping costs incurred as well as Seller’s technician’s expense and repair costs, if applicable, for any returned product. If warranty service is required at Purchaser’s location, labor and travel charges shall apply. Seller shall not be liable for any expense incurred by Purchaser in order to remedy any defect in its goods. Title to all goods that have been replaced shall thereafter vest in Seller, where Purchaser had previously acquired title pursuant to the provisions hereof. If goods furnished to Purchaser's specifications are used or combined by Purchaser with other products or items not furnished herein, Purchaser shall indemnify and hold harmless Seller from all claims resulting from the use or incorporation of such goods in Purchaser's product.</p> <p>“Effectively” 2nd paragraph:</p> <p>IT IS EXPRESSLY AGREED THAT THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES AND LIABILITIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THE GOODS SOLD HEREUNDER.</p>



WARRANTY AND LIMITATION OF LIABILITY

Seller warrants that for a period of two years from the date of shipment all of the goods delivered will be of the kind designated or specified (normal wear and tear excepted). Batteries of any kind, including, rechargeable batteries are excluded from this warranty. Seller shall be promptly notified in writing by Purchaser of any failure to meet this warranty. The conditions of any test designed to resolve any alleged breach of warranty shall be mutually agreed upon, and Seller shall be notified of and may be represented in all such tests that may be made. Seller's obligation to Purchaser with respect to any goods found to be defective shall be limited to (at Seller's sole option) replacing or repairing such goods at Seller's facility (labor charges not included) or such other point as Seller may designate, provided that written notice of such defect is received by Seller from Purchaser within two years from the date of shipment by Seller. Any claim not made within such two year period shall be conclusively deemed waived by Purchaser; provided, however, notwithstanding the notice requirement contained in the preceding sentence, if Purchaser failed to inspect the goods or to send Seller written notice of all claims within ten days of receipt of goods, as set forth in the preceding subsection, Purchaser shall be conclusively deemed to have waived any claim against Seller based upon, arising out of, or related to any defect that was ascertainable upon adequate inspection of the goods. No goods are to be returned to Seller without its written authorization.

THE FOREGOING STATES PURCHASER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S SOLE AND EXCLUSIVE LIABILITY FOR ANY CLAIM OF DAMAGES IN CONNECTION WITH THE SALE OF GOODS HEREUNDER, WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. SELLER WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR CONTINGENT DAMAGE OR EXPENSE ARISING DIRECTLY OR INDIRECTLY FROM ANY DEFECT IN ITS GOODS OR FROM THE USE OF ANY DEFECTIVE GOODS, NOR IS ANY OTHER PERSON AUTHORIZED TO ASSUME FOR SELLER ANY SUCH LIABILITY. SELLER'S LIABILITY FOR LOSSES OR DAMAGES ARISING OUT OF THE SUPPLY OR USE OF ITS GOODS SHALL IN NO EVENT EXCEED THE PRICE CHARGED FOR THE GOODS. THIS WARRANTY SHALL EXTEND TO THE FIRST PURCHASER OF SUCH GOODS FROM SELLER AND SHALL NOT BE ASSIGNED OR TRANSFERRED.



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