



CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000315091
 NORTHROP GRUMMAN SYSTEMS CORPORATION
 3975 VIRGINIA MALLORY DR FL 3
 CHANTILLY VA 20151-3974
 USA

Contract ID 000000000000000000000000004929		Page 1 of 1	
Contract Dates 10/18/2017 to 10/17/2018	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: 0900009067/SW1064		Contract Maximum 0.00	
Allow Open Item Reference			
TYPE: AGENCY(S) - 09000			

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order		Maximum / Open	
			Qty	Amt	Qty	Amt
1	80101507 / Project Management	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.01000		EA	0002
2	80101507 / Systems Analyst	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.01000		EA	0002
3	80101507 / Business Analyst	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.01000		EA	0002
4	81111508 / Application Development	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.01000		EA	0002

COMMENTS:

Business Analyst, System/Technical Analyst, Project Manager & Application Development provider(s).

This awarded Contract resulting from Solicitation #0900000263
 This resulting Contract awarded Best Value.
 This is an Indefinite Quantity Contract.
 This is a Multi-Supplier Award.

Vendor contact: Jeanette Frank
 Phone: 703-556-1694
 E-mail: Jeanette.frank@ngc.com

Agency Contact: Glenda Caudle
 Phone: 405-522-8597
 E-mail: Glenda.caudle@omes.ok.gov

Initial contract period: 10/18/2017 through 10/17/2018
 First year (1st) renewal period 10/18/2018 through 10/17/2019
 Second year (2nd) renewal period 10/18/2019 through 10/17/2020
 Third year (3rd) renewal period 10/18/2020 through 10/17/2021
 Fourth year (4th) renewal period 10/18/2021 through 10/17/2022
 Fifth year (5th) renewal period 10/18/2022 through 10/17/2023
 Sixth year (6th) renewal period 10/18/2023 through 10/17/2024

Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature



**ADDENDUM 1 TO
STATE OF OKLAHOMA CONTRACT WITH NORTHROP GRUMMAN SYSTEMS
CORPORATION, INC.
RESULTING FROM SOLICITATION NO. 0900000263**

This Addendum 1 (“Addendum”) is an Amendment to the Contract awarded to Northrop Grumman Systems Corporation, Inc. (“NG”) in connection with Solicitation No. 0900000263 (“Solicitation”) and is effective October __, 2017.

Recitals

Whereas, the State issued a solicitation for proposals from world-class service providers to help execute the State’s long term strategy and mission, as more particularly described in the Solicitation;

Whereas, NG submitted a proposal which contained exceptions to the Solicitation terms; and

Whereas, the State and NG have negotiated the final terms under which NG 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 NG simultaneously with execution of this Addendum. The parties agree that NG has not yet begun performance of work contemplated by the Solicitation.

2. Negotiated Documents of the Contract.

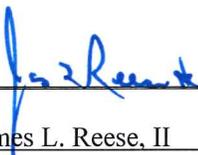
2.1. The parties have negotiated certain terms of the Contract as follows:

- i. certain exceptions to the Solicitation as contained in Attachment A to this Addendum titled NG Exceptions to Solicitation; and

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. For avoidance of doubt, the document titled "EXCEPTIONS TO SOLICITATION TERMS AND CONDITIONS [REFERENCE – E.13.1.E]" submitted with NG's response is superseded in its entirety by this Addendum.

**State of Oklahoma by and through the Office
of Management and Enterprise Services**

Northrop Grumman Systems Corporation

By: 
Name: James L. Reese, II
Title: Chief Information Officer
Date: 10-6-17

By: 
Name: Jeanette Frank
Title: Sr. Contracts Administrator
Date: 10/2/2017

Attachment “A”

NG Exceptions to Solicitation

Term & Section	Language
IRS, State Data, Federal Tax Information, ePHI, etc., Additional Term	If a task order or statement of work includes working with protected information, the Vendor assumes that State has responsibility for selecting and specifying internal security controls. All work related to IRS or other protected data will be performed on site at OMES ISD. The Vendor will not take possession, host, store, manage, manipulate or process documents for any IRS, State data, Federal tax information, ePHI, etc. If Vendor is granted access to information, the access is limited to that prescribed by OMES and Vendor will follow State prescribed security procedures.
Legal Contract (Section A.5.2, pg. 4)	Replaced in its entirety with: The Contract Documents resulting from this Solicitation shall have the following order of preference: State of Oklahoma Statutes, the Addendum 1, including but not limited to the agreed upon exceptions to the Solicitation, the Solicitation, and contract award documents, 7 including but not limited to the Purchase Orders, Amendments, required certification statements, change orders, license and other similar agreements; and the successful Bid to the extent that the offer does not conflict with the requirements of the Addendum, the contract award documents, the Solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the Addendum 1 prevails over the Solicitation, and both the other contract award documents, the Addendum 1 and the Solicitation shall prevail over the successful Bid. If there is a conflict between the terms of any Contract Document and applicable Oklahoma law, rules or regulations, such laws, rules and regulations shall prevail over the conflicting terms of the Contract Document.
Termination for Cause (Section A.18.1, pg. 6)	Modified to state: “The Supplier may terminate this Contract in whole or in part for default with both a thirty (30) day written request and upon written approval from the State. The State may terminate this Contract in whole or in part for default or any other just cause upon a thirty (30) day written notification to the Supplier and an opportunity by the Supplier to cure within that period or such longer period as the State, in its sole discretion, may allow.”
Termination for Cause (Section A.18.3, pg. 6)	Modified to state: “If this Contract or certain obligations hereunder are terminated, the State shall be liable only for payment for products and/or services delivered and accepted, and services performed through the date of termination paid at the hourly rates set forth in the applicable ordering document or statement of work and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.”
Termination for Convenience (Section A.19.2, pg. 7)	Modified to state: “If this Contract or certain obligations hereunder are terminated pursuant to this section, the State shall be liable only for payment for products and/or services delivered and accepted, and services performed through the date of termination paid at the hourly rates set forth in the applicable ordering document or statement of work and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.”
Compliance with Applicable Laws (Section A.23.1, pg. 7)	Subsection (f) is replaced in its entirety with: “Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Circular A-133, 2 CFR 200, Subpart F. with approval and work paper examination rights of the applicable procuring entity; and”

<p>Confidentiality (Section A.33.1, pg. 9)</p>	<p>Modified to state: “The Vendor shall maintain strict security of all State data and records entrusted to it or to which the Vendor gains access, in accordance with and subject to the State’s security procedures, which the State represents to be fully consistent with applicable federal and state laws, rules, regulations and policies and shall use any such data or records only as needed by Vendor for performance of its obligations hereunder. The Vendor further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or state laws, rules and regulations. If Vendor utilizes a permitted subcontractor, Vendor shall obtain specific written assurance, and provide a copy to the State, that the subcontractor shall maintain this same level of security of all data and records entrusted to or accessed by the subcontractor and agree to the same obligations as Vendor, to the extent applicable. Such written assurance may be set forth in the required subcontractor agreement referenced herein. To the extent that a section of this contract or resultant Statement of Works deals with confidentiality of specific types of information (e.g., “IRS Information or HIPAA Privacy Rule), the Vendor’s obligations shall be governed by the relevant contract provision, if applicable, how negotiated.”</p>
<p>Limitation of Liability (Section A.37, pg. 10)</p>	<p>In no event shall either party, or their respective personnel be liable for loss of use, goodwill, revenues or profits (whether or not deemed to constitute a direct claim), consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense relating to this Agreement.</p> <p>Notwithstanding anything to the contrary in this Agreement, the foregoing provisions of this Section A.37 shall not apply to or limit damages, expenses, costs, actions, claims, and liabilities arising from or related to (A) a material breach by Vendor of its confidentiality obligations under Section A.28.1, (B) property damage, bodily injury or death caused by a party, (C) the party’s indemnity obligations under this Agreement, or (D) the bad faith, recklessness or intentional misconduct of the party, its subcontractors or their respective personnel.</p>
<p>Failure to Provide (Section A.40, pg. 10)</p>	<p>First sentence in A.40 modified to state:</p> <p>The Vendor’s repeated failure to provide defined services, without reasonable basis as determined by the sole discretion of the State of Oklahoma’s Chief Information Officer, shall constitute a material breach of the Supplier’s obligations, which may result in partial or whole cancellation of the contract in accordance with the Section A.18, Termination for Cause.</p>
<p>Emerging Technologies (Section A.44, pg. 11)</p>	<p>The State of Oklahoma reserves the right to modify the terms of this contract at any time to allow for technologies not identified elsewhere under this document. If there are repeated requests for an “emerging technology” and the State feels it is warranted to add such technologies, the State reserves the right to include such technology hereunder or to request a formal proposal from the Vendor for appropriate modification or amendment to the contract.</p>
<p>Compliance with Technology Policies (Section A.42, pg. 10)</p>	<p>As part of an integrated team, providing skilled staff we would assist the State in achieving the metrics concerning the State’s Technology Policies but are in a staffing role only.</p>

State of Oklahoma

**Office of Management and Enterprise Services
Information Services Division**

Submitted to:

Sheri Diehm
Contracting Officer
OMES – Central Purchasing
5005 N. Lincoln Blvd., Suite 300
Oklahoma City, OK 73105
Sheri.Diehm@omes.ok.gov

**Professional
Information Technology
Resources**

Price/Cost Volume

**Solicitation
0900000263**

Submitted by:

NORTHROP GRUMMAN

**Northrop Grumman
Systems Corporation, Inc.**

Jeanette Frank
7575 Colshire Drive
McLean, Virginia 22102

June 14, 2017

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1.0 Introduction [Reference - E.13.1]

Northrop Grumman has over 20 years of experience providing a wide range of IT services to the State of Oklahoma.

On behalf of Northrop Grumman Systems Corporation acting through its Technology Services sector, System Modernization & Services Division hereinafter referred to as Northrop Grumman, we are pleased to present our response to the referenced solicitation with the Oklahoma Office of Management and Enterprise Services (OMES) to supply IT resources through the four service categories outlined in this solicitation – Project Manager, Application Developer, Business Analyst, and System/Technical Analyst.

The Northrop Grumman Advantage

- Solid understanding of the technical environments and business processes used by Oklahoma agencies
- Extensive corporate experience providing IT services in support of mission critical government systems
- The capability to reach back to corporate technical, business, and management resources to support Oklahoma IT projects

Northrop Grumman is well positioned to support the Oklahoma Office of Management and Enterprise Services (OMES), Information Technology Division's IT service requirements defined in this solicitation and to respond to future Statement of Work solicitations with qualified staff that fully meet the specific services requested by the State. We offer the State the right mix of thought leadership, technical expertise, and management commitment to meet the agencies' future Statements of Work. Northrop Grumman has built a solid and long lasting reputation on our culture of excellence and integrity, and on its deep understanding of customer requirements, needs, and resources. This customer-focused culture extends from the highest levels of our management down to the individual IT contributors assigned to each contract engagement.

The State of Oklahoma requires an information technology (IT) partner experienced and well-versed with the technology platforms and business requirements of Oklahoma agencies. Northrop Grumman is that partner. A Fortune 125 company operating in all 50 states and in 26 countries, Northrop Grumman is a leader in the development and application of systems engineering, systems integration, information systems, and software development products and services.

Northrop Grumman has successfully integrated hundreds of complex systems for federal, state, and local agencies. Recognized as one of the leading systems integrators and IT solution providers to the federal, state, and local government markets, Northrop Grumman is fully committed to serving the needs of the public sector.

Our core project competencies encompass strategic planning, architecture definition, application design and development, systems engineering, data curation and analytics, genomics, testing, network design and installation, information security, end-user training, system conversion, project management, large-scale development, complex system integration, and statewide systems operations and maintenance. Northrop Grumman utilizes a collaborative approach to project management characterized by high-touch, high-frequency engagement among all

stakeholders, and our highly customized work plan and methodology – including in-depth planning, stakeholder validation, project traceability, just-in-time resource utilization, and timely, accurate project reporting – ensures that projects are completed on time and within budget.

Our Health and Social Service Solutions (HSSS) operating unit within the System Modernization & Services Division is dedicated to designing, building, integrating, and maintaining government information systems for the citizens these systems are intended to serve. The engagements that HSSS performs encompass the full spectrum of IT solutions and services including system and software design, development and implementation (DDI); operations and maintenance (O&M); strategic planning; training; technical support; and independent validation and verification (IV&V).

Northrop Grumman's contributions in Oklahoma's high tech community are strong and deep. In addition to our work with Oklahoma state agencies, we have more than 757 employees in Oklahoma. We are an employer of choice in Oklahoma and are well positioned to rapidly scale to whatever level of staff resources that Oklahoma may require, not only from within our Oklahoma staff base, but from the entire Northrop Grumman Systems Corporation and our broad network of technical talent suppliers.

Mr. Marquett Youngblood will be the point of contact for Statement of Work task orders issued under this contract. Mr. Youngblood is a member of the leadership team in the HSSS operating unit and is no stranger to Oklahoma. He served in several technical roles and multiple levels of management with the Oklahoma Department of Human Services (OKDHS) before joining Northrop Grumman. He is a skilled state government and private sector professional who has effectively built relationships with customers and clients by listening to them for the purpose of understanding and meeting their needs.

Section 1

Section 2

2.0 Price and Cost [Reference – G]

This proposal was developed in a manner consistent with Northrop Grumman's government-approved estimating and bidding practices. We have developed our offer to be able to provide the best value to the State of Oklahoma.

2.1 NOT-TO EXCEED RATES FOR STAFFING CATEGORIES [REFERENCE – G]

RFO Instructions	
Index G. PRICE AND COST	
Category	Hourly NTE Rate
Application Development	
Project Manager	
Business Analyst	
System / Technical Analyst	

In accordance with the RFP instructions, we have prepared not-to-exceed (NTE) rates for each of the four service categories. It is understood that hourly rates will be tailored based upon the specific requirements of each task order request.

The table below represents Northrop Grumman’s not-to-exceed hourly rates for each of the four service categories defined in the RFP.

Service Category	Hourly Not-to-Exceed (NTE) Rate
Application Developer	\$150.00
Project Manager	\$225.00
Business Analyst	\$140.00
System/Technical Analyst	\$150.00

2.2 GROUND RULES AND ASSUMPTIONS

- The Agencies seeking services through the Statement of Work solicitation process will provide office space, equipment, and access unless otherwise specified. Such items are not included in the not-to-exceed rate.
- Price adjustments may be sought annually over the life of the contract after the initial year which begins on the effective date of the contract.
- Northrop Grumman will accept payment for invoices from the State by EFT.



Date of Issuance: 9/5/2017

Solicitation No. 0900000263

Requisition No. 0900009076

ISSUED BY:

Office of Management and Enterprise Services
Central Purchasing Attn: 0900000263
5005 N. Lincoln Blvd.
Oklahoma City, OK 73105

Sheri Diehm
Contracting Officer

sheri.diehm@omes.ok.gov
E-Mail Address

Request:

Per Section D.3. Negotiation of Offer, Solicitation 0900000263 the State may request a best and final offer if deemed necessary. Please submit this form with your response electronically to the Contracting Officer above by 9/7/2017 at 3:00PM Central Time or sooner. Below you will find the scope of the Best and Final Offer. You may contact the Contracting Officer above if you have questions regarding this request.

1. Give a Best and Final Offer/Cost based in Section D.3. Competitive Negotiation of Offer, paragraph D.3.5., Solicitation 0900000263. Return this form and your response via email.
2. **Submit final offer for cost for the following:**

Application Development: \$150.00 hourly rate (not to exceed)

Project Manager: \$225.00 hourly rate (not to exceed)

Business Analyst: \$140.00 hourly rate (not to exceed)

System/Technical Analyst: \$150.00 hourly rate (not to exceed)

Please note that the rates above are not changed from our original proposal. These are Not To Exceed Rates for each position. Northrop Grumman may propose discounted rates for requested positions based on complexity and length of services being requested. Also please note that we have requested negotiation on terms and conditions in our proposal Section 1.5 in response to RFO Section E.13.1.e. If OMES would like to award this contract with Northrop Grumman we would like to discuss these items prior to contract execution. Thank you.

Northrop Grumman Systems Corporation
Supplier Company Name (**PRINT**)

9/7/2017
Date

Jeanette E. Frank
Authorized Representative Name (**PRINT**)

Sr. Contract Administrator
Title


Authorized Representative Signature



State of Oklahoma

Office of Management and Enterprise Services

**AMENDMENT 1 TO
STATE OF OKLAHOMA CONTRACT WITH NORTHROP GRUMMAN SYSTEMS
CORPORATION
RESULTING FROM SOLICITATION NO. 0900000263**

This Amendment 1 (“Amendment”) is an Amendment to the Contract awarded to Northrop Grumman Systems Corporation, Inc. (“Supplier”) in connection with Solicitation No. 0900000263 (“Solicitation”) and is effective April 01, 2018.

Recitals

Whereas, the State issued a solicitation for proposals from world-class service providers to help execute the State’s long term strategy and mission, as more particularly described in the Solicitation;

Whereas, Supplier submitted a proposal to the solicitation;

Whereas, the State and Supplier finalized terms under which Northrop Grumman Systems Corporation, Inc. will perform services under the Contract; and

State and Supplier wish to amend the Contract to include the ability for affiliates to make purchases 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. Section A.1 of the Solicitation is hereby amended to include the following definition:
 - 1.1. “Affiliate” means any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claims Act including any associated institution, instrumentality, board, commission, committee department or other entity designated to act on behalf of the political subdivision; a state county or local governmental entity in its state of origin; and entities authorized to utilize contracts awarded by the State via a multistate or multi-governmental contract.
2. Section B.5 of the Solicitation is hereby amended to state:

- 2.1. Authorized Users - During the term of this contract, any Affiliate, as defined herein, may utilize this contract. Under this contract, the State of Oklahoma bears no liability for the Affiliate actions and the privies of contract exist solely between the Supplier and the Affiliate.

The undersigned represent and warrant that they are authorized, as representatives of the Party on whose behalf they are signing, to sign this Amendment and to bind their respective Party thereto.

**State of Oklahoma by and through the Office
of Management and Enterprise Services**

Northrop Grumman Systems Corporation, Inc.

By: 
Name: James L. Reese, II
Title: Chief Information Officer
Date: 4-19-18

By: 
Name: Jeanette E. Frank
Title: Sr. Contract Administrator
Date: 4/3/2018