



# CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000388044  
UST GLOBAL INC  
20 ENTERPRISE 4TH FLOOR  
ALISO VIEJO CA 92656  
USA

Contract ID			Page	
0000000000000000000000004925			1 of 1	
Contract Dates		Currency	Rate Type	Rate Date
10/18/2017 to 10/17/2018		USD	CRRNT	PO Date
Description:			Contract Maximum	
From Req ID - 0900009067			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 Qty	Amt	Maximum / Open 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:

Certificate of Insurance  
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: Budi Utama  
Phone: 909-717-3061  
E-mail: budi.utama@ust-global.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 10/18/2022 through 10/17/2023  
Fifth year (5th) renewal period 10/18/2023 through 10/17/2024  
Sixth year (6th) renewal period 10/18/2024 through 10/17/2025

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



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](mailto: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: \$97.50 hourly rate (not to exceed)

Project Manager: \$110.00 hourly rate (not to exceed)

Business Analyst: \$98.00 hourly rate (not to exceed)

System/Technical Analyst: \$100.00 hourly rate (not to exceed)

**Notes:**

1. UST Global is committed to hiring & training qualified Oklahoma-based veterans or women in its Step IT Up America (SIUA) program provided OMES is committing to a minimum of 20 people for a period of 12 months or longer. Those SIUA graduates will be offered at \$50.00 hourly rate for Application Development and Business Analyst streams.
2. The rates above reflect senior-level people in the emerging new technologies which carry the highest rates. The breakdown of the rates is outlined below:

Role	Experience	Legacy	Core	Emerging
Application Developer	Senior	\$ 80.0	\$ 92.5	\$ 97.5
Application Developer	Mid	\$ 70.0	\$ 80.0	\$ 87.5
Application Developer	Junior	\$ 60.0	\$ 70.0	\$ 73.0
Business Analyst	Senior	\$ 85.0	\$ 95.0	\$ 98.0

Business Analyst	Mid	\$ 75.0	\$ 80.0	\$ 90.0
Business Analyst	Junior	\$ 65.0	\$ 70.0	\$ 75.0
System / Technical Analyst	Senior	\$ 87.5	\$ 95.0	\$ 100.0
System / Technical Analyst	Mid	\$ 77.5	\$ 85.0	\$ 92.5
System / Technical Analyst	Junior	\$ 67.5	\$ 75.0	\$ 80.0
Project Manager	Senior	\$ 90.0	\$ 100.0	\$ 110.0
Project Manager	Mid	\$ 82.5	\$ 90.0	\$ 100.0
Project Manager	Junior	\$ 70.0	\$ 75.0	\$ 82.5

UST Global Inc  
Supplier Company Name (PRINT)

9/7/2017

Catherine H. Gardner  
Authorized Representative Name (PRINT)

Head of Legal  
Services  
Title

Date

*Catherine H. Gardner*  
Authorized Representative Signature



State of Oklahoma

Office of Management and Enterprise Services

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**ADDENDUM 1 TO  
STATE OF OKLAHOMA CONTRACT WITH UST GLOBAL INC.  
RESULTING FROM SOLICITATION NO. 0900000263**

This Addendum 1 ("Addendum") is an Amendment to the Contract awarded to UST Global Inc. ("UST Global") in connection with Solicitation No. 0900000263 ("Solicitation") and is effective October 10, 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, UST Global submitted a proposal which contained exceptions to the Solicitation terms; and

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

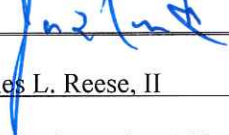
**2. Negotiated Documents of the Contract.**

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


- i. certain additional terms and conditions to the Solicitation as contained in Attachment A to this Addendum titled UST Additional Terms and Conditions; 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 "Terms and Conditions" submitted with UST Global's response is superseded in its entirety by this Addendum.

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

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

**UST Global Inc**

By:   
Name: Catherine H. Gardner  
Title: Head of Legal Services  
Date: September 28, 2017

## Attachment A

### UST Global Additional Terms and Conditions

Term & Section	Language
Pricing (Section A.6.3, pg. 4)	<p>UST Global acknowledges and agrees that, pursuant to Okla. Stat. tit. 74, § 85.40, the State shall not pay UST Global any travel expenses in addition to the total price of the Products and/or Services purchased; therefore, UST Global shall not invoice the State for any travel expenses in addition to the total price or contract amount in the ordering document for Products and/or Services purchased hereunder.</p> <p>Further, any overtime or weekend work, UST Global specifies will be billed at 1.5 times the stated hourly rate, must be contemplated and approved in writing in the in the ordering document for Products and/or Services purchased hereunder.</p>
Invoicing and Payment (Section A.14, pg. 6)	<p>Modified to add the following:</p> <p>“Invoices will be submitted monthly or as and when services have been delivered. UST Global agrees that payment received in accordance with applicable Oklahoma law allowing forty-five (45) days shall not constitute default hereunder nor entitle UST Global to late payment fees or interest. Any applicable late fees or interest incurred after forty-five (45) days of nonpayment shall be paid only in accordance with Oklahoma law.”</p>





State of Oklahoma

Office of Management and Enterprise Services

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**AMENDMENT 1 TO  
STATE OF OKLAHOMA CONTRACT WITH UST GLOBAL INC  
RESULTING FROM SOLICITATION NO. 0900000263**

This Amendment 1 ("Amendment") is an Amendment to the Contract awarded to UST Global 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 UST Global 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**

UST Global Inc

By: \_\_\_\_\_

Name: James L. Reese, II

Title: Chief Information Officer

Date: \_\_\_\_\_

4-26-18

By: \_\_\_\_\_

Name: Catherine H. Gardner

Title: Head of Legal Services

Date: \_\_\_\_\_

April 20, 2018