

This First Amendment to Statewide Contract SW1025 (the “First Amendment”) is effective October 16, 2023, between the State of Oklahoma by and through the Office of Management and Enterprise Services (“State”) and MY Consulting Group (“Supplier”) and is a Contract Document in connection with Oklahoma Statewide Contract No. 1025 (“SW1025”) between the State and Supplier.

This First Amendment supplements and amends the State of Oklahoma Contract with MY Consulting Group resulting from Statewide 1025 entered into by the parties and effective on September 22, 2023. Unless otherwise indicated, capitalized terms used in this First Amendment without definition shall have the respective meanings specified in the SW1025.

This First Amendment incorporates the following attachment:

Attachment A – The amendment replaces the language in section I.B. of the Scope and Term from the following:

The term of this Master Agreement shall commence on the Master Agreement Effective Date and will be effective until 30 September 2023.

The State and Supplier may extend the Contract, upon mutual agreement except were required otherwise by State law. There will be 4 options to renew annually under the same terms and conditions. The State may require additional documentation upon renewal request.

to

The Initial term of this Master Agreement shall commence on the Master Agreement Effective Date and will be effective 10.1.2023 to 9.30.2024. There will be 4 annual options to renew annually under the same terms and conditions through 9.30.2028. The State may require additional documentation upon renewal request. Decision to exercise option periods rests solely with the State of Oklahoma.

Attachment B – The amendment replaces rule citation in section 6.2 from 260:115-9-5 to 260:115-9-1.

Attachment C – The amendment replaces a rule citation in section 18.4 from 260:115-9-9 to 260:115-9-1.

Attachment D – The amendment removes a sentence encompassing a statutory citation in section 26.1. Specifically, it removes the following:

Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State.



SIGNATURES

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

STATE:

Joe McIntosh
Joe McIntosh (Nov 14, 2023 13:02 CST)

Authorized Signature

Paul J. McIntosh

Printed Name

Chief Information Officer

Title

11/14/2023

Date

SUPPLIER:

Amber Mitchell

Authorized Signature

AMBER MITCHELL

Printed Name

CEO

Title

11/9/2023

Date

ATTACHMENT A

STATE OF OKLAHOMAPURPOSE

This State of Oklahoma Master Agreement (the “Master Agreement”) is entered into between **MY Consulting Group**, with its principal place of business at **919 Willow, Duncan OK 73533, United States**, and the State of Oklahoma by and through the Office of Management and Enterprise Services (“State”) and is effective upon completed signatures, (“Master Agreement Effective Date”). This agreement supersedes and terminates any previously existing contract or agreement between the parties.

Supplier and State agree to the terms and conditions as follows:

I. Scope and Term

- A.** This Master Agreement and other Contract Documents provides governing terms for Acquisitions in which the Supplier provides products and/or services to Customers and all sales to Customers for products and services available to provide temporary Information Technology Staff Augmentation Services for State Agencies and Affiliates to purchase services on an as-needed basis. The parties hereby acknowledge and affirm that the execution of this Master Agreement, standing alone, does not evidence that the parties have agreed to engage in a particular transaction, nor does it evidence that a particular contract award has been made to Supplier. OMES shall have no liability and makes no representation that products or services offered by Supplier will meet the needs of Customer and Customer should review Contract terms and independently assess the extent to which such products or services are suitable
- B.** The Initial term of this Master Agreement shall commence on the Master Agreement Effective Date and will be effective 10.1.2023 to 9.30.2024. There will be 4 annual options to renew annually under the same terms and conditions through 9.30.2028. The State may require additional documentation upon renewal request. Decision to exercise option periods rests solely with the State of Oklahoma.
- C.** A statement of work, work order or other similar ordering document providing an option to renew may be unilaterally exercised by the State so long as the option does not exceed the total cost or total hours as agreed to by the parties. Notwithstanding the foregoing, the term for statements of work, work orders or other similar ordering documents under Statewide Contract No. 1025 shall not exceed 12 months inclusive of the unilaterally exercised renewal.

6.2 Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-1, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

6.3 Supplier shall deliver products and services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to

a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.

18.3 Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor's certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

18.4 The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-1 is an example.

19 Termination for Convenience

19.1 The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days'

Oklahoma City, Oklahoma 73105

With a copy, which shall not constitute notice, to:

Purchasing Division Deputy General Counsel
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

26 Miscellaneous

26.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

26.2 No Guarantee of Products or Services Required

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

26.3 Employment Relationship

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

26.4 Transition Services

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

26.5 Publicity

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier