



State of Oklahoma

Office of Management and Enterprise Services

---

**ADDENDUM 1 TO  
STATE OF OKLAHOMA CONTRACT WITH PERSIMMON GROUP LLC  
RESULTING FROM STATE WIDE 1047**

This Addendum 1 (“Addendum”) is an Amendment to the Contract awarded to Persimmon Group LLC in connection with Solicitation 0900000306 (“Solicitation”) and is effective September 10, 2018.

**Recitals**

Whereas, the State issued a Solicitation for proposals to allow suppliers the opportunity to provide previously developed training courses from their catalog and their learning partners' catalog as well as work with training divisions to develop their own curriculum;

Whereas, Persimmon Group LLC (“Persimmon”), submitted a proposal; and

Whereas, the State and Persimmon have negotiated the final terms under which Persimmon 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 Persimmon as of even date with execution of this Addendum. The parties agree that Supplier 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. revisions to the statement of work initially proposed by Persimmon as contained in Attachment A to this Addendum titled “Statement of Work Response – Instructional Design”; and

- ii. revisions to the statement of work initially proposed by Persimmon as contained in Attachment B to this Addendum titled "Statement of Work Response – Training Delivery."

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.

2.3. Persimmon affirmatively acknowledges it takes no exception to the Solicitation and that it will not ask the State or any agency to execute additional documents not listed above in connection with this Contract.

### 3. Subcontractors

3.1. Per Solicitation, Section B Special Provisions, Subsection B.2.1, Persimmon shall obtain written approval from the State prior to utilization of a subcontractor and each employee of such subcontractor binding them to the same terms, conditions, certifications, and covenants herein. Persimmon has affirmed that no subcontractors will be utilized at this time and prior written approval from the State is an ongoing obligation before any subcontractors are utilized.

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

By: 

Name: James L. Reese, II

Title: Chief Information Officer

Date: 9/13/18

Persimmon Group LLC

By: 

Name: William D. Fournet

Title: President + CEO

Date: 9/10/2018

Attachment A to  
Addendum 1 to  
STATE OF OKLAHOMA CONTRACT WITH PERSIMMON GROUP LLC  
RESULTING FROM STATE WIDE 1047

The **Statement of Work Response – Instructional Design** is hereby amended as set forth below and supersedes all prior documents submitted by **Persimmon Group LLC** or discussed by the parties. The parties agree to use this **Statement of Work Response – Instructional Design** or a document substantially similar.

**The Persimmon Group LLC**

918.592.4121 (office) 918.592.1655 (fax)

11 East 5th Street, Suite 300, Tulsa, Oklahoma 74103

[www.ThePersimmonGroup.com](http://www.ThePersimmonGroup.com)

# Instructional Design

Statement of Work Response  
*The State of Oklahoma*  
*Office of Management and Enterprise*  
*Services*

[Month Day, Year]



THE | PERSIMMON | GROUP

### 1.1 \_\_\_\_\_ Course(s)

Based on objectives and requirements noted in the State's request, TPG will develop the following [Instructor-Led Training or eLearning] course(s) for OMES:

- [Course Title]
- [Course Title]

*[Description of overall project effort, identification of subject matter content provider(s), estimated effort, estimated duration, project approval stage gates, formats for either eLearning or Instructor-Led courses, etc.]*

## 2 Project Assumptions

- Buy-in to objectives and goals occur at the leadership, team, and individual contributor level.
- There will be [X] number of [Agency] reviews following each identified project stage gates above. Effort assumptions assume [X] reviews, with [X] set(s) of revisions per gate.
- [If eLearning] There will be no substantive changes to the script after it has been approved. Any changes after approval may impact overall project timeline and effort estimates.
- OMES will provide requested review, feedback and/or approvals within XX hours of the delivery of said content. TPG will work with OMES to coordinate and provide advance notice of when reviews will be required. Delay of reviews could impact overall project timeline.
- [Subject Matter Expert] will provide TPG with all relevant content for the course to be created.
- [If eLearning] Course will be developed in [Articulate Storyline or Adobe Captivate] and provided to OMES in its native and SCORM compliant formats.
- [If Instructor-Led Training] Course will be developed and provided to OMES in agreed upon Microsoft Office formats.
- [If eLearning] OMES is responsible for loading eLearning courses into its LMS.
- OMES' logo and logo standards will be provided to TPG for incorporation into the course.
- TPG estimate is based upon specifications provided in the SOW and any subsequent question responses. Should any of those prove to be invalid, it may impact the overall project estimate and timeline.

### 3 Investment Summary

*[This section will provide a summary and calculation of the investment for the requested training courses based upon rates defined in Persimmon's Solicitation response.]*

#### 3.1 Billing Information

Please provide the appropriate invoicing contact information:

Contact Name: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Contact email: \_\_\_\_\_

Attachment B to  
Addendum 1 to  
STATE OF OKLAHOMA CONTRACT WITH PERSIMMON GROUP LLC  
RESULTING FROM STATE WIDE 1047

The **Statement of Work Response – Training Delivery** is hereby amended as set forth below and supersedes all prior documents submitted by **Persimmon Group LLC** or discussed by the parties. The parties agree to use this **Statement of Work Response – Training Delivery** or a document substantially similar.

**The Persimmon Group LLC**

918.592.4121 (office) 918.592.1655 (fax)

11 East 5th Street, Suite 300, Tulsa, Oklahoma 74103

[www.ThePersimmonGroup.com](http://www.ThePersimmonGroup.com)

# Training Delivery

Statement of Work Response for  
*The State of Oklahoma*  
*Office of Management and Enterprise*  
*Services*

[Month Day, Year]



THE | PERSIMMON | GROUP

### 1.1 \_\_\_\_\_ Course(s)

Based on objectives and requirements noted in the State's request, TPG will deliver the following courses in their standard format for up to [the class maximum] participants:

- [Course Title and Duration]
- [Course Title and Duration]

The planned date(s) for delivery will be determined based upon mutual agreement by both TPG and OMES.

Provided below is the course description of identified courses in their standard formats

**Course Description – (XX Duration)**  
[Enter course description]

## 2 Project Assumptions

- Buy-in to objectives and goals exist at the team, leadership, and employee levels.
- The OMES will provide training facilities, infrastructure, and technology necessary for training, as well as any catering.
- The class will have a maximum of [XX] participants unless otherwise agreed upon by both OMES and TPG.
- Client will provide a participant roster to TPG no later than ten (10) business days prior to the scheduled training date.
- There is no course content tailoring anticipated for this effort. Should Client request tailoring of the course content, it will be provided at TPG's hourly content development rate identified in the solicitation response.
- TPG retains exclusive ownership of course content.



### 3 Investment Summary

*[This section will provide a summary and calculation of the investment for the requested training courses based upon rates defined in Persimmon's Solicitation response.]*

#### 3.1 Billing Information

Please provide the appropriate invoicing contact information:

Contact Name: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Contact email: \_\_\_\_\_