



State of Oklahoma

Office of Management and Enterprise Services

**AMENDMENT 1 TO
STATE OF OKLAHOMA CONTRACT WITH Alvarez & Marsal Holdings LLC
RESULTING FROM SOLICITATION NO. 4230000003**

This Amendment 1 (“Amendment”) is an Amendment to the Contract awarded to **Alvarez & Marsal Holdings LLC** (“Supplier”) in connection with Solicitation No. 4230000003 (“Solicitation”) and is effective November 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 **Alvarez & Marsal Holdings LLC** will perform services under the Contract; and

State and Supplier wish to amend the Contract to include the ability for state entities and affiliates to make purchases under the Contract. The APAC schedule will still retain precedence.

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.
 - 1.2. “State Entity” means any agency, authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house of any branch of

the State government, any political subdivision of the State, and any organization related to any of the foregoing.

2. Section B.20 of the Solicitation is hereby added to state:

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

3. Section B.21 of the Solicitation is hereby added to state:

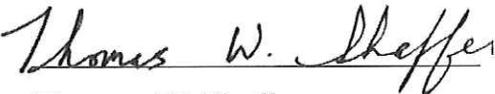
3.1. The APAC schedule takes precedence.

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**

Alvarez & Marsal Holdings LLC

By: 

By: 

Name: Ferris Barger

Name: Thomas W. Shaffer

Title: State Purchasing Director

Title: Managing Director

Date: 11/28/2018

Date: November 27, 2018