State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor
0000135932
McKinsey and Company
1200 19th Street NW Suite 1100
Washington, DC 20036

Telephone No. (202) 662-0963

Price Agreement Number: 80-000-18-00040
Payment Terms: See Contract
F.O.B.: See Contract
Delivery: See Contract

Procurement Specialist: Natalie Martinez
Telephone No.: (505) 827-0251

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As requested at time of order

Title: Consulting Services

Term: April 24, 2018 – February 13, 2022

This Price Agreement is made subject to the “terms and conditions” shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

[Signature]
New Mexico State Purchasing Agent

Date: 4/23/2018

Purchasing Division, 1100 St. Francis Drive, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
Establish a Price Agreement based on GSA Contract #GS-35F-646GA for Consulting Services.

This Price Agreement may be extended if the GSA Contract is extended, upon approval of all parties.

Contract orders shall be issued only to vendor(s) shown under this Price Agreement. Prices shall be equal to or less than the price stipulated under the above listed GSA Contract.

Agencies must verify that services being purchased are listed on the above referenced GSA. Only those items listed may be placed on contract orders under this Price Agreement. A complete copy of the GSA catalog must be retained by the using agency for auditing purposes. Trade-ins are not allowed under this Price Agreement.

Vendors under this Price Agreement are required to furnish a complete copy of the GSA catalog to the using agency upon request. Vendors must certify upon request that only those products, supplies or services accepted by the federal government are included in GSA price list.

State and local government catalogs are not acceptable.

Note: all terms and conditions established in the referenced GSA and by the New Mexico State Purchasing Agent shall prevail.

The Contractor agrees to provide a utilization report to the agreement administrator in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Period End</th>
<th>Report Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 30</td>
<td>October 31</td>
</tr>
<tr>
<td>December 31</td>
<td>January 31</td>
</tr>
<tr>
<td>March 31</td>
<td>April 30</td>
</tr>
<tr>
<td>June 30</td>
<td>July 31</td>
</tr>
</tbody>
</table>

The periodic report shall include the gross total sales for the period subtotaled by procuring agency name. The report shall be accompanied with a check payable to the State Purchasing Division for an amount equal to three quarters of one percent (0.75%) of the total sales for the period.

This agreement is not intended to be used to procure "Open Market" items.

<table>
<thead>
<tr>
<th>Item</th>
<th>Approx Qty</th>
<th>Unit</th>
<th>Article and Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>1</td>
<td>Ea.</td>
<td>Consulting Services</td>
<td>See GSA Schedule</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>for pricing</td>
</tr>
</tbody>
</table>

*** 1 Item Total ***
GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICES

Washington, D.C.

GENERAL SERVICES ADMINISTRATION INFORMATION

Effective Date: August 30, 2017

Online access to contract ordering information, terms and conditions, up-to-date pricing, and the
option to create an electronic delivery order are available through GSA Advantage™, a menu-
driven database system. The Internet address for GSA Advantage™ is: http://www.gsa.gov

Schedule title: IT Schedule 70 (IT-70)
Special item numbers (SINs) offered:

132-51 IT Professional Services
132-50 Training Courses

Contract number: GS35F646GA

For more information on ordering from Federal Supply Schedules, click on the FSS Schedules
button at http://www.fss.gsa.gov

Contract period: August 30, 2017 through August 29, 2022

Contractor’s name and contact information:

1200 19th St NW, Suite 1100, Washington, DC 20036;
phone (202) 662-3300; fax (202) 662-3175

Type of contractor: Large
CUSTOMER INFORMATION

1a. Awarded SINs: 132-51 and 132-50

About McKinsey:

As a firm, McKinsey is deeply committed to our clients’ long-term success. Together, our partners, full-time engagement teams, and the extended resources provided by our solutions and support functions draw upon our firm’s unrivaled expertise and capabilities to solve client’s IT problems. This expertise stems from more than 300 consultants in the U.S. with previous relevant IT experience, and more than 180 content subject matter experts and solution colleagues supporting our teams on deeper functional IT topics. We bring expertise to clients on the full set of strategic, organizational, operational, and business technology challenges they face.

Working as one firm, McKinsey provides access to comprehensive IT expertise. Our consulting teams may access experts and a variety of digital tools and solutions as frequently and as thoroughly as they need to during engagements in order to deliver the best results to the client. Our consulting teams’ use of and unlimited access to McKinsey’s resources is built into our integrated, weekly bundled rates and provided at no additional cost to the client. McKinsey has seven distinct, integrated team bundles which we deploy in various configurations and combination, at various lengths of time depending on the client’s specific IT professional services requirement.

We offer each of our integrated team service offerings at all-inclusive, firm-fixed price weekly rates – both to the government and to our private sector clients. We work on this basis because we – and our clients – believe it offers the best value for the work we perform. This pricing approach encourages efficiency, affords price certainty and moves potential risk away from our clients and onto us. We believe our clients should know from the outset what their level of investment will be, and we are committed to delivering their expected results at the agreed-upon price.

1b. Awarded GSA Pricing:

Below is McKinsey’s team based pricing for the services awarded under the SIN shown above. Awarded prices include the 0.75% IFF.

Prices for SIN 132-51

<table>
<thead>
<tr>
<th>Service</th>
<th>GSA Weekly Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Team A</td>
<td>$ 137,191.88</td>
</tr>
<tr>
<td>Team B</td>
<td>$ 172,611.82</td>
</tr>
<tr>
<td>Team C</td>
<td>$ 206,058.71</td>
</tr>
<tr>
<td>Team D</td>
<td>$222,331.26</td>
</tr>
<tr>
<td>Team E</td>
<td>$ 58,408.21</td>
</tr>
<tr>
<td>Leadership Counseling</td>
<td>$33,049.61</td>
</tr>
</tbody>
</table>

Prices for SIN 132-50
1c. Labor category descriptions: See Appendix A

1d. Hourly rates: not applicable

2. Maximum order: $500,000.00

3. Minimum order: $100.00

4. Geographic coverage: domestic and overseas

5. Point(s) of production (city, county, and state or foreign country): not applicable

6. Discount from list prices: discounts are reflected in the prices shown in 1b

7. Quantity discount(s): For initial Purchase Orders by new customers in excess of $1.0 million, McKinsey will offer a Management Workshop at no additional cost

8. Prompt payment terms: none

9a. Credit card acceptance: McKinsey will accept payment by government purchase card for purchases at or below the micro-purchase threshold of $3,500

9b. Credit card acceptance: McKinsey verifies that the Firm will not accept payment by purchase card in accordance with Clause 552.232-77, Payment by Government Commercial Purchase Card for purchases over the micro-purchase threshold of $3,500

10. Foreign items: none

11a. Time of delivery: specified on each Task Order

11b. Expedited delivery: not applicable

11c. Overnight and 2-day delivery: not applicable

11d. Urgent requirements: not applicable

12. FOB points: destination

13a. Ordering address

1200 19th St NW Suite 1100
Washington, DC 20036
Attention: Cameron Kennedy or Nick Leach or Daniel Lee
Telephone: 202-662-3300
Fax: 202-662-3175
Email: usg_ops@mckinsey.com Website: www.mckinsey.com

13b. Ordering procedures: for supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs), and a sample BPA can be found at the GSA/FSS Schedule homepage (fss.gsa.gov/schedules)
14. Payment information:

By wire transfer payment

McKinsey & Company, Inc. – United States Citibank N.A.
Bank Account Number: 30420698
Bank ABA Routing Number 021000089

By check

McKinsey & Company, Inc. – United States
P.O. Box 7247-7255 Philadelphia, PA 19170-7255
Federal tax ID#: 56-2405213

15. Warranty: not applicable

16. Export packing changes: not applicable

17. Terms and conditions of government purchase card acceptance (any thresholds above
the micro-purchase level): not applicable

18. Terms and conditions of rental, maintenance, and repair: not applicable

19. Terms and conditions of installation: not applicable

20a. Terms and conditions of repairs parts indicating date of parts price lists and any
discounts from list prices: not applicable

20b. Terms and conditions for any other services: not applicable

21. List of service and distribution points: not applicable

22. List of participating dealers: not applicable

23. Preventive maintenance: not applicable

24a. Special attributes such as environmental attributes (e.g., recycled content, energy
efficiency, and/or reduced pollutants): not applicable

24b. Section 508 compliance: McKinsey will ensure compliance with Section 508 requirements
at the task order level.

25. Data Universal Number (DUNS): 82-522-9318

26. Registration in System for Award Management (SAM) database: McKinsey &
Company, Inc. Washington D.C. is registered in the SAM database.

27. Uncompensated overtime: not used for offered services

28. Service Contract Act: The Service Contract Act (SCA) is applicable to this contract as it
applies to the entire Schedule and all services provided. While no specific labor categories have
been identified as being subject to SCA due to exemptions for professional employees (FAR
22.1101, 22.1102 and 29 CFR 541.300), this contract still maintains the provisions and
protections for SCA eligible labor categories. If and/or when the contractor adds SCA labor
categories / employees to the contract through the modification process, the contractor must
inform the CO and establish a SCA matrix identifying the GSA labor category titles, the
occupational code, SCA labor category titles and the applicable WD number. Failure to do so may result in cancellation of the contract.