

State of Wisconsin
 Department of Employee Trust Funds
 DOA-3049 (R01/2000)
 S. 51.01(5) Wis. Stats.; s. 111.32(13m) Wis. Stats.



Department of Employee Trust Funds
 801 W. Badger Road
 P. O. Box 7931
 Madison, WI 53707-7931

Contract

Commodity or Service: Request for Bid for the State of Wisconsin Department of Employee Trust Funds development, maintenance and support for the Wisconsin Retirement (WRS) Benefit Payment System (BPS) **Request for Bid/Proposal No:** ETJ0018 by NVISIA, LLC as modified or clarified in Change Order #1

Contract Period: February 8th, 2010 through June 30th, 2014 plus three 2-year periods Change Order #17

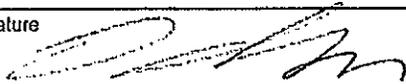
1. This contract is entered into by and between the State of Wisconsin, Department of Employee Trust Funds, and the contractor whose name, address, and principal officer appears below;
2. Whereby the Department of Employee Trust Funds, agrees to direct the purchase and the contractor agrees to supply the contract requirements cited above in accordance with the terms and conditions of the request for bid cited above, and in accordance with the contractor's bid submitted on this request for bid; which request for bid is hereby made a part of this contract and as modified or clarified in Change Order #1;
3. In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employees or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
4. Contracts estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan. Contractors with an annual work force of less than twenty-five (25) employees are exempted from this requirement.

Within fifteen (15) working days after the award of the contract, the plan shall be submitted for approval to the contracting agency. Technical assistance regarding this clause is provided by the Wisconsin Office of Contract Compliance, Department of Administration, P.O. Box 7867, Madison, WI 53707-7867, (608) 266-5462.

5. The Change Order #1 and five exhibits to this Change Order, modify the RFB mentioned above. Change Order #1 includes Exhibit 1 – NVISIA Response to RFB ETJ0018 for Wisconsin Department of Employee Trust Funds dated January 31, 2010, Exhibit 2 – BPS Billing Schedule dated January 31, 2010, Exhibit 3 – BPS Support and Lump Sum Acceptance Staffing dated January 31st, 2010, Exhibit 4 – BPS Consultant Rate Card, Effective January 31, 2010 – June 30, 2011 dated January 31, 2010, and Exhibit 5 – BPS Software Support Contract dated January 29, 2010. All other provisions of this contract unrelated to this Change Order remain in effect.
6. The Change Order #2 and four exhibits to this Change Order, modify Change Order #1. Change Order #2 includes Exhibit 1 – Benefit Payment System Contract ETJ0018 dated February 23, 2010, Exhibit 2 – Lump Sum Payment System Transition 2 – Acceptance Plan dated January 27, 2010, Exhibit 3 - BPS Billing Schedule dated February 17, 2010, and Exhibit 4 – BPS Support and Lump Sum Acceptance Staffing dated February 17, 2010. All other provisions of this contract unrelated to this Change Order remain in effect.
7. The Change Order #3 and two exhibits to this Change Order, modify Change Order #2. Change Order #3 includes Exhibit 1 – Benefit Payment System Contract ETJ0018 dated March 3, 2010, and Exhibit 2 – Lump Sum Payment System Transition 3 – Acceptance Plan dated February 24, 2010. All other provisions of this contract unrelated to this Change Order remain in effect.
8. The Change Order #4 and one exhibit to this Change Order, modify Change Order #3. Change Order #4 includes Exhibit 1 – Benefit Payment System Contract ETJ0018 dated May 5, 2010. All other provisions of this contract unrelated to this Change Order remain in effect.
9. The Change Order #5 and three exhibits to this Change Order modify Change Order #4. Change Order #5 includes Exhibit 1 – Benefit Payment System Contract ETJ0018 BPS Change Order dated September 13, 2010, Exhibit 2 - BPS/Lump Sum Additional Development Support dated September 13, 2010, and Exhibit 3 – BPS Billing Schedule dated September 13, 2010. All other provisions of this contract unrelated to this Change Order remain in effect.

10. The Change Order #6 and one exhibit to this Change Order, modify Change Order #5. Change Order #6 includes Exhibit 1 – Contract Amendment – BPS/Lump Sum Additional Development Support dated September 27, 2010. All other provisions of this contract unrelated to this Change Order remain in effect.
11. The Change Order #7 and three exhibits to this Change Order modify Change Order #6. Change Order #7 includes Exhibit 1 – Data Governance and Privacy Program Initiative Statement of Work PR-116, dated May 2, 2011, Exhibit 2 – Project Outline PR-116 dated May 9, 2011, and Exhibit Three Data Governance and Data Privacy Program Billing Schedule dated May 16, 2011. All other provisions of this contract unrelated to this Change Order remain in effect.
12. The Change Order #8 and three exhibits to this Change Order modify Change Order #7. Change Order #8 includes Exhibit 1 – BPS Software Support Contract, dated June 8, 2011, Exhibit 2 – BPS Billing Schedule, dated June 8, 2011, and Exhibit 3 - BPS and Lump Sum Support Staffing, dated June 8, 2011. All other provisions of this contract unrelated to this Change Order remain in effect.
13. The Change Order #9 and two exhibits to this Change Order modify Change Order #7. Change Order #9 includes Exhibit 1 – Data Governance and Privacy Program Initiative, Phase 2 Statement of Work PR-116, dated July 18, 2011, Exhibit 2 – BPS Billing Schedule, dated July 18, 2011. All other provisions of this contract unrelated to this Change Order remain in effect.
14. The Change Order #10 and two exhibits to this Change Order modify Change Order #7. Change Order #10 includes Exhibit 1, Quality Assurance Framework Statement of Work PR-116, dated August 17, 2011, Exhibit 2 – Quality Assurance Project Billing Schedule, dated August 17, 2011. All other provisions of this contract unrelated to this Change Order remain in effect.
15. The Change Order #11 includes Exhibit 1- Statement of Work, dated October 5, 2011, and Exhibit 2 – Core Team Billing Schedule, dated October 13, 2011. All other provisions of this contract unrelated to this Change Order remain in effect.
16. Change Order #12 includes Exhibit 1 – Data Governance and Privacy Program Initiative, Phase 3 Statement of Work PR-116, dated November 14, 2011, Exhibits 2 and 3 – BPS Billing Schedule, dated November 18, 2011. All other provisions of this contract unrelated to this Change Order remain in effect.
17. The Change Order # 13 includes Exhibit 1- Quality Assurance Framework, dated December 20, 2011, and Exhibit 2 – Quality Assurance Billing Schedule, dated December 20, 2011. All other provisions of this contract unrelated to this Change Order remain in effect.
18. The Change Order # 14 includes Exhibit 1- Quality Assurance Framework, dated May 8, 2012. All other provisions of this contract unrelated to this Change Order remain in effect.
19. The Change Order # 15 includes Exhibit 1 – Accumulated Sick Leave – Initiation and Employer Functionality, and Exhibit 2 - Accumulated Sick Leave – Initiation and Employer Functionality and BPS and Lump Sum Support Billing Schedule, dated May 8, 2012. All other provisions of this contract unrelated to this Change Order remain in effect.
20. The Change Order # 16 includes Exhibit 1 – Accumulated Sick Leave – Execution Phase, and Exhibit 2 - Accumulated Sick Leave – Execution Phase and BPS and Lump Sum Support Billing Schedule, dated July 16, 2012. All other provisions of this contract unrelated to this Change Order remain in effect.
21. The Change Order # 17 includes Exhibit 1 – Modifications to Quality Assurance Framework Scope and Billing Schedule, dated August 1, 2012. All other provisions of this contract unrelated to this Change Order remain in effect.

State of Wisconsin Department of Employee Trust Funds	
By (Name)	Robert J. Marchant
Signature	
Title	Deputy Secretary
Phone	608/ 266-9854

To be Completed by Contractor	
Company Name	NVISIA LLC
Company Address (City, State, Zip)	200 South Wacker Drive 36 th Floor, Chicago, IL 60606
By (Name)	Daniel E. Dexter
Signature	

Date (MM/DD/CCYY)

Title
CFO

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Modifications to Quality Assurance Framework Scope and Billing Schedule

State of Wisconsin – Employee Trust Funds

Modifications to Quality Assurance Framework Scope and Billing Schedule

This Amendment includes modifications to Change Order #14, Exhibit 1 – Quality Assurance Framework dated May 8, 2012 and Change Order #13, Exhibit 2 – Quality Assurance Billing Schedule dated December 20, 2011.

Scope Modifications

NVISIA will provide a Quality Assurance consultant to work at the direction of ETF, as needed, for up to 1500 total hours between the dates of July 1, 2012 and June 30, 2013.

The timing of the work will be coordinated throughout the engagement so as to be mutually agreed to by NVISIA and ETF.

Billing Schedule Modifications

The billing schedule set in Change Order #13, Exhibit 2 – Quality Assurance Billing Schedule dated December 20, 2011 is void after June 29, 2012.

The work performed under this Statement of Work will be charged at an hourly rate of \$150 per hour.

Travel (airfare or mileage charged according to State of Wisconsin guidelines), meals, rental car and lodging charges for NVISIA's staff at the client site will be an additional charge.

Warranty and Acceptance

Section B, Part 1.4, Section C, Part 1.30, Section C, Part 1.32, Section C, Part 1.4.5, Section C, Part 1.5, Section C, Part 1.8, and Section C, Part 4.0, of the RFP or Bid are not applicable to the services provided pursuant to this Statement of Work. There are no warranty or acceptance standards applicable to this Statement of Work unless specifically agreed in writing by and between ETF and NVISIA.

STATE OF WISCONSIN
EMPLOYEE TRUST FUNDS

NVISIA, LLC
NVISIA

 8-6-12
DATE

 8-6-12
DATE

Rob Marchant
Deputy Secretary

Daniel Dexter
CFO