



State of Wisconsin  
Department of Employee Trust Funds  
4822 Madison Yards Way  
Madison, WI 53705-9100  
P. O. Box 7931  
Madison, WI 53707-7931

## Contract by Authorized Board

**Commodity or Service:**

**Contract No./Request for Proposal No:**

Business Process Management and Strategic Mapping Consulting Services ETJ0048

**Authorized Board:** Employee Trust Funds Board

**Contract Period:** March 3, 2020 – December 31, 2022 with the option for renewal for two (2) one (1) year periods.

1. This Contract is entered into by the State of Wisconsin Department of Employee Trust Funds (Department) on behalf of the Employee Trust Funds Board (Board), and ODGroup, dba Orion Development Group (Contractor), whose address and principal officer appear below. The Department is the sole point of contact for this Contract.
2. Whereby the Department agrees to direct the purchase and Contractor agrees to supply the Contract requirements in accordance with the documents specified in the order of precedence below, which are hereby made a part of this Contract by reference.
3. For purposes of administering this Contract, the order of precedence is:
  - (a) This Contract;
  - (b) Exhibit A – Contract Changes dated March 3, 2020;
  - (c) The Department's Request for Proposal (RFP) ETJ0048 released on December 17, 2019, including all Appendices and Forms made a part thereof, as amended by Addendum No. 1 dated January 9, 2020; and
  - (d) Contractor's proposal dated January 20, 2020, including Contractor's RFP Form H – Cost Proposal dated January 20, 2020.

Continued on next page.

**Contract Number & Service:** RFP ETJ0048 Business Process Management and Strategic Mapping Consulting Services

**This Contract shall become effective upon the date of last signature below (the “Effective Date”).**

<b>State of Wisconsin Department of Employee Trust Funds</b>
Authorized Board:  Employee Trust Funds Board
By (Name):  A. John Voelker, Deputy Secretary
Signature:  /s/
Date of Signature: 03/10/2020

<b>Contractor</b>
Legal Company Name:  ODGroup, Inc.
Trade Name:  Orion Development Group
Taxpayer Identification Number:
Contractor Address (Street Address, City, State, Zip):  114-04 Beach Channel Drive, Suite 6 Rockaway, NY 11694
Name & Title (print name and title of person authorized to legally sign for and bind Contractor):  Paul King, President
Signature:  /s/
Date of Signature: 03/09/2020
Email: pking@odgroup.com Phone: (718) 474-4600

## Exhibit A

### ETJ0048 Contract Changes

March 3, 2020

#### Changes agreed to by the Department and Orion Development Group (Contractor) for Request for Proposal (RFP) ETH0048 – Business Process Management and Strategic Mapping Consulting Services

1) The following Section 20.0 of RFP Appendix 3 – Department Terms and Conditions is deleted:

**20.0 ADDITIONAL INSURANCE RESPONSIBILITY:** The Contractor shall exercise due diligence in providing the Services under the Contract. In order to protect the Department's governing boards and any Department employee against liability, cost, or expenses (including reasonable attorney fees), which may be incurred or sustained as a result of Contractor's errors or other failure to comply with the terms of the Contract, the Contractor shall maintain errors and omissions insurance including coverage for network and privacy risks, breach of privacy and wrongful disclosure of information in an amount acceptable to the Department with a minimum of **\$1,000,000** per claim and **\$5,000,000** aggregate in force during the Contract period and for a period of three (3) years thereafter for Services completed. Contractor shall furnish the Department with a certificate of insurance for such amount. Further, this certificate shall designate the State of Wisconsin Department of Employee Trust Funds and its affiliated boards as additional insured parties. The Department reserves the right to require higher or lower limits where warranted.

2) The following Section 28.0(g) of RFP Appendix 3 – Department Terms and Conditions is deleted:

**ADDITIONAL INSURANCE:** In addition to the insurance required under the Contract, Contractor, at its sole cost and expense, will obtain, keep in force, and maintain an insurance policy (or policies) that provides coverage for privacy and data security breaches. This specific type of insurance is typically referred to as Privacy, Technology and Data Security Liability, Cyber Liability, or Technology Professional Liability. In some cases, Professional Liability policies may include some coverage for privacy and/or data breaches. Regardless of the type of policy in place, it needs to include coverage for reasonable costs in investigating and responding to privacy and/or data breaches with the following minimum limits unless the Department specifies otherwise: \$1,000,000 Each Occurrence and \$5,000,000 Aggregate. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Department requires and is entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Department.