



Contract

Commodity or Service: Business Risk Readiness Assessment of the Wisconsin Retirement System (WRS) **Request for Bid/Proposal No:** ETJ0038

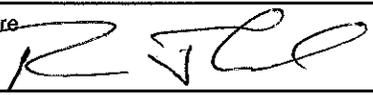
Contract Period: August 23, 2010 through June 30, 2011 with option of one (1) two - year renewal

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;
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 order of precedence is: Amendment 1, Business Associate Agreement; the official purchase order; this contract ; Request for Bid (RFB) ETJ0038 dated April 16, 2010 (including all appendices and amendments); and Deloitte Consulting LLP's response to RFB dated May 18th 2010.

This document can be made available in accessible formats to qualified individuals with disabilities.

**Contract Number: ETJ0038 Business Risk Readiness
Assessment of the Wisconsin Retirement System (WRS)**

State of Wisconsin Department of Administration Department of Employee Trust Funds	
By (Name)	Robert J. Conlin
Signature	
Title	Deputy Secretary
Phone	(608) 261-7940 bob.conlin@etf.wi.us
Date (MM/DD/CCYY)	8/26/2010
Witness (1):	
Witness (2):	

To be Completed by Contractor	
Company Name	Deloitte Consulting LLP
Company Address (City, State, Zip)	433 W. WASHINGTON AVE, MADISON WI 53703
By (Name)	JEFFREY BRADFIELD
Signature	
Title	PRINCIPAL
Phone	(609) 698-8935
Date (MM/DD/CCYY)	08/20/10
Witness (1):	
Witness (2):	

RFB ETJ0038

Contract Amendment 1

Business Risk Readiness Assessment of the Wisconsin Retirement System (WRS)

Dated 08/17/2010

Limitation on Damages and Indemnification. The parties agree that the original RFB is hereby amended to include the following provision:

Contractor, its subsidiaries, subcontractors and personnel shall not be liable for any claims, liabilities, or expenses relating to the original contract ("Claims") for an aggregate amount in excess of the fees paid by ETF to contractor pursuant to the original contract, except to the extent finally judicially determined to have resulted primarily from the recklessness, bad faith or intentional misconduct of contractor or its subsidiaries, subcontractors and personnel or for Claims attributable solely for bodily injury, death or damage to real or tangible personal property, to the extent directly and proximately caused by the negligence or intentional misconduct of contractor while engaged in the performance of the services under the original contract. In no event shall contractor, its subsidiaries, subcontractors, or personnel be liable for any loss of use, data, goodwill, revenues or profits (whether or not deemed to constitute a direct Claim), or any consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense (including, without limitation, lost profits and opportunity costs), relating to the original contract.. In circumstances where any limitation on damages or indemnification provision hereunder is unavailable, the aggregate liability of contractor, its subsidiaries, subcontractors and personnel for any Claim shall not exceed an amount that is proportional to the relative fault that its conduct bears to all other conduct giving rise to such Claim.

Indemnification. The parties agree that for purposes of the Hold Harmless clause in the original RFB, the word "injuries" shall refer to bodily injury and the word "property" shall mean real or tangible personal property.

Acceptance Process for Deliverables. The parties agree that the original RFB is hereby amended to include the following provision:

All deliverables shall be submitted to ETF for acceptance. ETF will review each deliverable for content, format, thoroughness, compliance with specifications, and where applicable, meeting acceptance test criteria. ETF shall accept each deliverable that conforms in all material respects to the requirements therefore set forth in the original contract. deliverables shall be defined in the original RFB and shall be subject to acceptance by ETF's contract administrator. The contractor shall notify ETF in writing that the deliverable is ready for acceptance. ETF shall complete review within a length of time mutually agreed upon by the parties, but no later than 5 business days within five (5) days of receipt of such notification. Acceptance of a deliverable shall be deemed given if ETF has not provided contractor with written notice of such acceptance. If ETF rejects the deliverable, the contractor will have three (3) working days to acknowledge the corrections and five (5) working days to correct the deliverables for resubmission of deliverables to ETF.

Recordkeeping and Record Retention. The parties agree that section 7.0 of the Supplemental Standard Terms and conditions for Procurement For Services (DOA-3681 01/2001) be amended as follows:

The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with the vendor's standard ~~generally accepted~~ accounting procedures. All procedures must be in accordance with federal, state and local ordinances.

The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor. The contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.