



Contract

Commodity or Service: Knowledge Management Consulting Services

Contract No./Request for Bid/Proposal No: ETE0009
 Amendment 1 dated February 19, 2016

Contract Period: February 4, 2015 through December 31, 2016 with an option to renew for two (2) additional two (2) year periods

1. This Contract is entered into by the State of Wisconsin, Department of Employee Trust Funds (ETF) hereinafter referred to as the "Department", and between the Working Knowledge^{CSP} LLC hereinafter referred to as the "Contractor", whose address and principal officer appears on page 2. The Department is the sole point of contact for this Contract.
2. Whereby the Department of Employee Trust Funds agrees to direct the purchase and the Contractor agrees to supply the Contract requirements cited in accordance with the State of Wisconsin standard terms and conditions and in accordance with the Contractor's proposal dated October 23, 2014 hereby made a part of this Contract by reference.
3. In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employees or applicants 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. 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 fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan. Contractors with an annual work force of less than fifty (50) employees are exempted from this requirement. Within fifteen (15) business days after the award of the Contract, the plan shall be submitted for approval to the Department. Technical assistance regarding this clause is provided by the Department of Employee Trust Funds, P.O. Box 7931, Madison, WI 53707-7931, 608.261.7952, or via e-mail at ETFPurchase@etf.wi.gov.
5. The total cost of the Contract shall not exceed \$90,000. Reimbursements shall be based on the BAFO, Table 1 Mandatory Contract Deliverables' Cost Table per Section 5.1, phase deliverables from the Contractor's proposal 7.4 response and Contractor's Phase Milestone Billing Plan dated January 21, 2015. Phase reimbursement amounts are eligible for payments less a fifteen (15%) percent holdback amount, when ETF gives written acceptance of phase deliverables satisfactory receipt. The holdback amounts shall be calculated on the phase deliverable amounts. The holdback amounts are eligible for reimbursement when ETF gives written acceptance of contract deliverables satisfactory receipt. All deliverable due dates are mutually agreed upon and modifications must be mutually agreed upon. This Contract may be amended to reflect any deliverable due date modifications. Phase deliverables, their due dates and reimbursement amounts are:

Phase I-Site Visit, Planning and Preparation	May 1, 2015	\$21,264
Phase II-Engagement and Data Gathering	August 3, 2015	\$18,832
Phase III-Analysis and Assessment	October 30, 2015	\$24,256
Phase IV-Design and Development	December 4, 2015	\$25,648

Contract deliverables and their due dates are:

Section 5.1.1 Gap Analysis	October 30, 2015
Section 5.1.2 Taxonomy Analysis	October 30, 2015
Section 5.1.3 Assessment of Current Knowledge Management Software, Tools, and Methods	October 30, 2015
Section 5.1.4 Phased Implementation Plan	December 4, 2015

6. This Contract Amendment 1 dated February 19, 2016, beginning with this Section 6, shall not exceed \$356,285. Deliverables are based on Contractor Proposal dated February 17, 2016 with reimbursements and holdback further documented in the table below. The payment amounts are based on a straight line calculation of the total contract amendment amount of \$356,285 divided by seven (7) months to complete. All payments are rounded to the nearest whole dollar as well as the holdback amounts. The holdback amounts are eligible for payment when ETF gives written acceptance of contract deliverables satisfactory receipt. All deliverable due dates are to be determined by ETF and Contractor during the life of the contract amendment. Any modifications to those delivery dates agreements shall be mutually agreed upon. This Contract may be amended to reflect any deliverable due date modifications.

Payment number	Payment Dates	1/7 Calculated Amount from Total Contract Amendment 1	Holdback Amount	Payment Amount	Holdback attached to Deliverable Number*	Holdback Payment Date
1	April 15, 2016	\$50,898	\$7,635	\$43,263	1	To be determined
2	May 15, 2016	\$50,898	\$7,635	\$43,263	2	To be determined
3	June 15, 2016	\$50,898	\$7,635	\$43,263	3	To be determined
4	July 15, 2016	\$50,898	\$7,635	\$43,263	4	To be determined
5	August 15, 2016	\$50,898	\$7,635	\$43,263	5	To be determined
6	September 15, 2016	\$50,898	\$7,635	\$43,263	6	To be determined
7	October 15, 2016	\$50,897	\$7,634	\$43,263	7	To be determined

*Statement of Work dated February 17, 2016, Section 5.0 Deliverables. #8 is provided throughout the other deliverables.

7. For purposes of administering this Contract, the Order of Precedence is:
- The Contract with Working Knowledge^{CSP} LLC;
 - the Request for Proposal (RFP) Addendum #1 dated October 10, 2014;
 - the RFP dated September 18, 2014;
 - the Contract Amendment 1 including the Contractor's Proposal dated February 17 2016;
 - Contractor's phase deliverables (milestone billing plan) dated January 21, 2015;
 - Contractor's best and final offer (BAFO) dated December 28, 2014;
 - Contractor's response to questions from the Evaluation Committee dated December 12, 2014; and,
 - Contractor's proposal dated October 23, 2014.
- *** Lines F, G, and H above refer to requirements already delivered and accepted by ETF." *(PBR)*

State of Wisconsin	
Department of Employee Trust Funds	
By (Name)	Pamela S. Henning
Signature	<i>Pamela S Henning</i>
Title	Assistant Deputy Secretary Department of Employee Trust Funds
Phone	608.267.2929
Date (MM/DD/CCYY)	02/23/2016

Contractor to Complete	
Legal Company Name	Working Knowledge^{CSP} LLC
Trade Name	Working Knowledge^{CSP} LLC
Taxpayer Identification Number	27-1093655
Company Address (City, State, Zip)	11107 Corobon Lane Great Falls, VA 22066
By (print Name)	William S. Kaplan
Signature	William S Kaplan
<small>Digitally signed by William S Kaplan DN: cn=William S Kaplan, c=US, o=TrustACES Business Representative of WORKING KNOWLEDGE CSP LLC Reason: I agree to the terms defined by the placement of my signature in the document Location: Date: 2016.02.23 14:05:00</small>	
Title	Founder and Principal Consultant
Phone	571.934.7408
Date (MM/DD/CCYY)	2.20.16

(PBR)