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:** Consulting Actuary for Wisconsin Retirement System and Related Programs

**Contract No./Request for Proposal No:** ETD0011
Amendment #1 dated January 7, 2016

**Contract Period:** January 1, 2016 through December 31, 2016

1. This contract is entered into by the State of Wisconsin, Department of Employee Trust Funds hereinafter referred to as the "Department", and between the Gabriel, Roeder, Smith & Company (GRS) 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 date February 17, 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 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. 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 ETFSMBProcurement@etf.wi.gov.

5. This initial contract period is for fifteen (15) months. Each contract period annually will be for twelve (12) months and extend unless and until either party gives the other 180 days' notice of their intent to cancel the contract.

6. This Contract Amendment #1 is dated January 7, 2016 and the costs are not to exceed $231,750.

7. For purposes of administering this Contract, the Order of Precedence is:
   A). This Contract with Gabriel, Roeder, Smith & Company (GRS);
   B). The Contract Amendment #1 dated January 7, 2016;
   C). Questions from vendors and ETF Answers dated January 28, 2014;
   D). The RFP dated January 6, 2014, and;
   E). Contractor's proposal dated February 17, 2014.

**Contract Number & Service:** **ETD0011**-Consulting Actuary for Wisconsin Retirement System and Related Programs

**Amendment #1** dated January 7, 2016

| **State of Wisconsin**<br>**Department of Employee Trust Funds** | **Contractor to Complete** |
|---|---|
| By *(Name)*<br>**Robert J. Conlin** | Legal Company Name<br>**Gabriel Roeder Smith & Company** |
| Signature | Trade Name |
| Title<br>**Secretary**<br>Department of Employee Trust Funds | Taxpayer Identification Number<br>38-1691268 |
| Phone<br>608.266.0301 | Company Address *(City, State, Zip)*<br>One Towne Square, Suite 800<br>Southfield, MI 48076 |
| Date *(MM/DD/CCYY)*<br>1/12/2016 | By *(Name)*<br>Judith A. Kermans |
| | Signature |
| | Title<br>President |
| | Phone<br>248.799.9000 |
| | Date *(MM/DD/CCYY)*<br>1/11/2016 |