

Amendment 1 RFP ETB0033 July 18, 2012

1. LRWL and ETF agree that during the course of the project, ETF may request that LRWL resources be assigned to other deliverables in exchange for replacing and/or modifying those identified in the LRWL proposal in Table 5. This exchange must be mutually agreed to by both parties in writing. This clause does not apply to Change Management deliverables which are staffed by a sub-contractor.
2. In accordance with #1 above, ETF and LRWL agree to consolidate Phases 1 thru 3 for a not-to-exceed combined cost of \$1,219,440.
3. LRWL agrees to remove their exception to the holdback (15%) as identified in the Mandatory Requirements checklist in Section 4.2 of the LRWL proposal. LRWL and ETF agree that at the end of 12 months, and every six months thereafter, ETF will release the "oldest" six months of accumulated holdback. Accumulated holdback is defined as the holdback withheld during the earliest six month period (example – project starts on January 1, 2013. On January 1, 2014 ETF will release amounts that were withheld from January 2013 – June 2013. Six months later on July 1, 2014 ETF will release the holdback accumulated from July 2013 – December 2013).
4. LRWL and ETF agree that LRWL will invoice ETF monthly for services performed.
5. ETF and LRWL agree to substitute the following language in place of Section 6.2 of the ETF RFP ETB0033 dated April 26, 2012.
 - i. "If either party fails to fulfill any of the terms of this Agreement or for any reason fails to perform in a manner satisfactory to the other party or if either party violates any of the terms or provisions of this Agreement, they shall notify the other party in writing of said deficiencies. Each party shall have 30 calendar days from written notification to cure the deficiency to the satisfaction of the other. Should ETF fail to cure their deficiency LRWL shall have the right to terminate the contract and be paid in full for undisputed services rendered. Should LRWL fail to cure their deficiency ETF shall have the right to cancellation as identified in Section 24.0 of the contract."
6. ETF and LRWL agree to substitute the following language in place of Section 6.3 of the ETF RFP ETB0033 dated April 26, 2012.
 - i. "Replacement of key personnel (as identified in Section 1.7 of the LRWL proposal dated May 25, 2012) who have terminated employment with LRWL shall be with persons of equal ability and qualifications. ETF shall have the right to conduct separate interviews of proposed replacements for key personnel. ETF shall have the right to approve, in writing, the replacement of key personnel. Such approval shall not be unreasonably withheld. Failure of LRWL to promptly replace key personnel within 30 calendar days after departure from LRWL shall entitle ETF to terminate the agreement in accordance with Section 24.0 of the contract."
7. ETF acknowledges that LRWL requires VPN/CITRIX access as well as wireless internet availability while at ETF's offices.
8. The order or precedence shall be:
 - a. This contract and all cover letters, amendments and attachments
 - b. LRWL proposal
 - c. ETF RFP