



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

Commodity or Service:

Contract No./Request for Proposal No:

Competency Based Performance
Management Services

ETJ0057

Contract Period: October 5, 2020 – June 30, 2023 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), and Groves Advisors, LLC, dba Talent Growth Partners (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 October 5, 2020;
 - (c) The Department's Request for Proposal (RFP) ETJ0057 released on August 3, 2020, including all Appendices and Forms made a part thereof, as amended by Addendum No. 1 dated August 14, 2020; and
 - (d) Contractor's proposal dated August 24, 2020, including Contractor's RFP Form H – Cost Proposal Best and Final offer received by the Department on September 14, 2020.

Continued on next page.

Contract Number & Service: RFP ETJ0057 - Competency Based Performance Management Services

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

State of Wisconsin Department of Employee Trust Funds
By (Name): Pamela S. Henning, Assistant Deputy Secretary
Signature: <small>DocuSigned by:</small> <i>Pamela S Henning</i> <small>A81FF5F0752749C...</small>
Date of Signature: 10/9/2020
If questions arise regarding this document, contact: Beth Bucaida Email: beth.bucaida@etf.wi.gov Phone: (608) 267-3933

Contractor
Legal Company Name: Groves Advisors, LLC
Trade Name: Talent Growth Partners
Contractor Address (Street Address, City, State, Zip): W252N4304 Sussex Street, Pewaukee, WI 53072
Name & Title (print name and title of person authorized to legally sign for and bind Contractor): Maria Nicholas-Groves, CEO
Signature: <small>DocuSigned by:</small> <i>Maria Groves</i> <small>88A9C4FD...</small>
Date of Signature: 10/8/2020
Email: maria@talentgrowthpartners.com Phone: 262.853.7991

Exhibit A

ETJ0057 Contract Changes

October 5, 2020

Changes agreed to by the Department and Talent Growth Partners (Contractor) for Request for Proposal (RFP) ETJ0057 – Competency Based Performance Management Services

1) The following Section 12.0 of RFP Appendix 3 – Department Terms and Conditions is deleted:

12.0 DISCOUNT FOR LATE DELIVERY: The Contractor agrees to accept a discount in the fees due to the Contractor under the Contract in the event any of the major deliverables is delivered by Contractor more than twenty-five (25) business days after the delivery date set forth in the then-current project work plan. The parties agree that the Contractor shall discount its fees, beginning on the twenty-sixth (26th) business day after the delivery date set forth in the then current project work plan, by an amount of one thousand dollars (\$1,000) for each business day Contractor fails to deliver any or all major deliverables until such major deliverable is delivered as mutually agreed, up to a total of one hundred twenty thousand dollars (\$120,000) per major deliverable. Any such discount is not a penalty, and shall be in addition to all other legal or equitable remedies that may be available to the Department. Notwithstanding the foregoing, Contractor shall not owe any discount to the extent that any late delivery of a major deliverable was the result of a Department-caused delay. In the event that Contractor provides a discount under this Section, then the timeline set forth in the project work plan for each subsequent major deliverable shall be extended by the number of days for which the discount was applied.

The section numbers of RFP Appendix 3 – Department Terms and Conditions shall remain the same notwithstanding the section deletion indicated above.

2) Section 20.0 of RFP Appendix 3 – Department Terms and Conditions is modified as follows:

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~~ **\$1,000,000** 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.

3) Section 28.0(g) of RFP Appendix 3 – Department Terms and Conditions is modified as follows:

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~~ **\$1,000,000** 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.