



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 by Authorized Board

Commodity or Service: Information Technology and Consulting	Request for Proposals No. / Contract No.: ETD0060
Authorized Board: Employee Trust Funds Board	
Contract Period: October 24, 2024 – June 30, 2026, with the option for renewal for three, one-year periods	

1. This Contract is entered into by the State of Wisconsin Department of Employee Trust Funds (Department or ETF) on behalf of the Employee Trust Funds Board (Board), and Linea Solutions, Inc. (Contractor). The Contractor's 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 Clarifications (attached);
 - (c) Request for Proposals (RFP) ETD0060 Addendum No. 2 dated July 25, 2024;
 - (d) Request for Proposals (RFP) ETD0060 Addendum No. 1 dated July 16, 2024;
 - (e) Request for Proposals (RFP) ETD0060 for IT Audits and Consulting dated June 25, 2024, and its attachments; and,
 - (f) Contractor's Proposal dated August 8, 2024.

State of Wisconsin Department of Employee Trust Funds
Authorized Board: Employee Trust Funds Board
By (Name): Yikchau Sze, Director, ETF Office of Internal Audit
Signature: [Redacted Signature]
Date of Signature: 10/25/2024
Contact: etfsmbprocurement@etf.wi.gov

Contractor
Legal Company Name: Linea Solutions, Inc.
Trade Name: Linea Solutions, Inc.
Taxpayer Identification Number: [Redacted TIN]
Contractor Address (Street Address, City, State, Zip): 4551 Glencoe Avenue, Suite 140 Marina del Ray, CA 90292
Name & Title (print name and title of person authorized to legally sign for and bind Contractor): Akio Tagawa, President
Signature: [Redacted Signature]
Date of Signature: 10/24/2024

Exhibit A

Contract Clarifications

ETD0060

1. RFP Appendix 3 – Department Terms and Conditions, Section 23.0 - Ownership of Materials. The following paragraph is hereby added to the end of Section 23.0:

The Department hereby grants to the Contractor an irrevocable license to use, at the sole discretion of the Contractor, copies or derivatives of works based on the materials created as part of the Services Contractor performs for the Department, provided that all Department specific materials, including all Confidential Information, and all identifying information, be redacted by Contractor before distribution of such copies or derivatives. All work product provided by the Contractor will be owned by the Department; however, because the Contractor's work product for the Department may contain derivative work product from other Contractor projects completed for other clients, the Department grants the Contractor the ability to re-use any non-sensitive materials, for other, subsequent client projects, provided that all Confidential Information, Department specific information, and identifying information is redacted by Contractor before use.

2. RFP Appendix 3 – Department Terms and Conditions, Section 47.0 - Survival. The following correction is hereby made to Section 47.0:

The obligations and terms listed in this Section shall survive termination of the Contract in perpetuity unless otherwise noted. Contractor's duty to cooperate with audits under Sections 6.3 and 6.4 shall survive for one year after termination of the Contract or until the resolution of any Contract dispute, whichever is longer. Contractor's duties under Section ~~30.0~~ 31.0 shall survive for as long as the Contractor has access to Department Information Resources and Department data. Payment obligations that accrue prior to the date of termination, or as part of a transition plan, shall survive termination of the Contract. Section 1.0, Section 10.0, Section 11.0, Section 14.0, Section 15.0, Section 19.0, Section 23.0, Section 24.0, Section 26.0, Section 28.0, Section 34.0, Section 38.0, Section 40.0, Section 42.0, and this Section 47.0 shall also survive termination of the Contract.

3. Statements of Work. During the term of the Contract, and prior to each audit and consulting project, the Contractor and the Department will define the Services to be provided in a statement of work, which will include the maximum cost of the Services to be provided by the Contractor based on the Contractor's rates and estimated hours provided in the Contractor's Cost Proposal dated August 8, 2024. Statements of work must clearly specify the project requirements, milestones, deliverables, end products, documents, and reports to be provided by the Contractor to the Department. Statements of work must be agreed upon and signed by the Contractor and the Department and will be made part of the Contract. The RFP contains additional information regarding statements of work.