

State of Wisconsin
Department of Workforce Development
Division of Administrative Services



Bureau of Procurement
and Information Management
P.O. Box 7892
Madison, WI 53707

Amendment # 4
by and between
Wisconsin Department of Workforce Development
and
Cap Services, Inc

COMMODITY OR SERVICE:

Employment and Wage Assessment and
Debt to Asset Ratio Assessment

REQUEST FOR BID/PROPOSAL:

ILC0045

RENEWAL PERIOD:

May 5, 2026 through May 4, 2027
Renewal Options: 1 optional, one-year renewal

CONTRACT NO:

44500-O23-ILC0045-00

WHEREAS, the State of Wisconsin Department of Workforce Development ("the State" or "the Department") and CAP Services, Inc. ("the Contractor") entered into a contract, fully executed on May 2, 2023, for a one (1) year period beginning May 5, 2023 through March 31, 2024 for Employment and Wage Assessment and Debt to Asset Ratio Assessment pursuant to the Request for Bid/Proposal No.: ILC0045 (the "Contract"). This Contract was previously renewed by the Contractor and the Department through Amendment #1, which was fully executed on March 13, 2024, to amend the contract period beginning May 5, 2023 through May 4, 2024; Amendment #2, which was fully executed on April 19, 2024 to extend the contract period from May 5, 2024 through May 4, 2025; and Amendment #3, which was fully executed on April 24, 2025, to renew the contract period from May 5, 2025 through May 4, 2026. The Contract, Amendment #1, Amendment #2, and Amendment #3 are herein incorporated by reference.

WHEREAS, this Amendment #4 to the Contract is made by the Contractor and the Department (collectively, the "Parties") to (1) renew the Contract; (2) update Exhibit 1A - Cyber Security Requirements; and (3) include additional terms.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO:

1. The Contract is renewed for a period of one (1) year starting May 5, 2026, through May 4, 2027.
2. Attachment 1 (Statement of Work) shall remain unchanged from Amendment #3 and continues in full force and effect.
3. Exhibit 1A – Cyber Security Requirements replaces and supersedes, in its entirety, Exhibit 1A in the original Contract.
4. Pricing for this renewal period shall remain the same as stated in Amendment #2
5. The original Contract is amended to include the following term no. 4:

Agreements are made contingent on availability of funding. In the event of elimination of or any reduction in funding or the nonappropriation of funds by the federal funding source, the Department may terminate or modify this Contract, pursuant to 2 CFR 200.340(a)(4), without penalty or further obligation. The Department shall provide notice, in writing, to the Contractor of termination due to loss and/or reduction of funding, and any such termination pursuant to this term will be effective upon the date of the written notice, unless otherwise indicated. Notice by email shall be deemed sufficient.

6. The original Contract is amended to include the following term no. 5:

The Contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Contract and which in any manner affect the work or its conduct including, but not limited to:

- i) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, including the requirement to include a term or condition on all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury Department's implementing regulation at 31 CFR Part 19.
- ii) Byrd-Anti-Lobbying Amendment, 31 USC 1352.
- iii) Clean Air Act, 42 U.S.C. 7401 et seq., and the federal Water Pollution Control Act, 33 U.S.C. 1251-1387, as amended.
- iv) Whistleblower Protection, 41 U.S.C. 4712.
- v) Titles VI and VII of the Civil Rights Act of 1964.
- vi) Title IX of the Education Amendments of 1972.

7. All other terms and conditions of the original Contract, and subsequent amendments, shall remain unchanged and in full force and effect.

In Witness Whereof, the Contractor and the State have, through their duly authorized representatives, entered into this Amendment #4. The parties, having read and understood the foregoing terms of this Amendment, do by their respective signatures dated below agree to the terms thereof.

DocuSigned by:

Nicole Harrison

Nicole Harrison, President and CEO
CAP Services, Inc.

3/18/2026

Date

Signed by:

Pamela McGilivray

Pamela McGilivray, Deputy Secretary
Department of Workforce Development

3/18/2026

Date