



**State of West Virginia
Agency Master Agreement**

CORRECT ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS
ORDER SHOULD BE DIRECTED TO
THE DEPARTMENT CONTACT.

Order Date: 2020-06-01

Order Number: AMA 1300 1300 STO1700000005	Procurement Folder: 292240
Document Name: Merchant Services Consultant	Reason for Modification: Change Order No 1 - To renew the contract under the same terms and conditions for one additional year.
Document Description: Merchant Services Consultant	
Procurement Type: Agency Master Agreement	
Buyer Name: Shelly Murray	
Telephone: (304) 341-7089	
Email: shelly.murray@wvsto.com	
Shipping Method: Vendor	Effective Start Date: 2017-06-21
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2021-06-20

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: VS0000011822 W CAPRA CONSULTING GROUP INC 221 N LaSalle St Suite 1325 Chicago IL 60601 US Vendor Contact Phone: (312) 543-9899 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Shelly Murray Requestor Phone: (304) 341-7089 Requestor Email: shelly.murray@wvsto.com

INVOICE TO	SHIP TO
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE CHARLESTON WV 25304 US	WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE CHARLESTON WV 25304 US

Total Order Amount	Open End
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DEPARTMENT AUTHORIZED SIGNATURE SIGNED BY: Shelly Murray DATE: 2020-06-01 ELECTRONIC SIGNATURE ON FILE

Extended Description:

Change Order No 1 is issued to renew the original contract according to all terms, conditions, prices and specifications contained in the original contract including all authorized change orders.

Effective date of Renewal: 06/21/2020 through 06/20/2020
Renewals Remaining: One (1)

No Other Changes

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	80101508			HOUR	\$185.000000
Service From		Service To			

Commodity Line Description: Business intelligence consulting services (Off-site)

Extended Description:

Consulting services - performed off-site

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	80101508			HOUR	\$250.000000
Service From		Service To			

Commodity Line Description: Business intelligence consulting services (On-site)

Extended Description:

Consulting services - performed On-site

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	80101508			HOUR	\$185.000000
Service From		Service To			

Commodity Line Description: Business intelligence consulting services (Agency Off-site)

Extended Description:

Consulting services - performed Off-site for State Agency

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	80101508			HOUR	\$250.000000
Service From		Service To			

Commodity Line Description: Business intelligence consulting services (Agency On-site)

Extended Description:

Consulting services - performed On-site for State Agency

STO170000005	Document Phase Final	Document Description Merchant Services Consultant	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



State of West Virginia

JOHN D. PERDUE
STATE TREASURER

OFFICE OF THE STATE TREASURER
CHARLESTON, WV 25305
PHONE: 304-558-5000 FAX: 304-558-4097
1-800-422-7498
www.wvtreasury.com

JOSH STOWERS
ASSISTANT STATE TREASURER

May 19, 2020

Mr. Matt Beale
W. Capra Consulting Group
221 North LaSalle Street
Suite 1325
Chicago, IL 60601

Subject: AMA STO1700000001 Merchant Services Consultant / Change Order #1
Renewal

The West Virginia State Treasurer's Office is offering to renew subject contract under the same terms, conditions and pricing as contained in the original contract including all authorized change orders. The renewal dates are 06/21/2020 through 06/20/2021. If your company agrees to this extension, please sign below and return the original to my attention as soon as possible for processing. Attached is a copy of the Affidavit which is also required to signed, dated, and notarized in order to process the above renewal. Also, please provide your updated required insurance certificates

Should you have any questions about this letter, please feel free to give me a call.

Very truly yours,

Shelly Murray, CPPB
Deputy Treasurer of Purchasing
West Virginia State Treasurer's Office
Phone: 304-341-7089
Email: shelly.murray@wvsto.com / purchasing@wvsto.com

We agree to renew the contract for the period as stated above under the same terms and conditions in the original purchase order and any change orders thereto.

Matt Beale/

DocuSigned by:

823A212943774C2...

5/20/2020

Name/Signature

Date

Vice President

Title

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

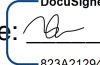
"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: W. Capra Consulting Group, Inc.

Authorized Signature:  Date: 5/20/2020
DocuSigned by: 823A212943774C2...

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____



May 20, 2020

Shelly L. Murray, CPPB

Deputy Treasurer, Purchasing

West Virginia State Treasurer's Office


322 70th Street, S.E.

Charleston, WV 25304

Due to Covid 19 and social distancing restrictions in Illinois we are unable to have the Purchasing Affidavit notarized.

We do agree to the terms set forth in the document. Should you have any questions, please reach out to me direct via email @ mbeale@wcapra.com

Regards –

DocuSigned by:

823A212943774C2...
Matt Beale

Vice President

W. Capra Consulting Group, Inc.

*221 N LaSalle St, Suite 1325
Chicago, IL 60601
312-873-3300*