



**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: 2016-10-05

<b>Order Number:</b> AMA 1300 1300 STO1600000008	<b>Procurement Folder:</b> 131915
<b>Document Name:</b> PCI Consulting Services	<b>Reason for Modification:</b> Change Order No 1 - To renew the contract under the same terms and conditions.
<b>Document Description:</b> PCI Consulting Services	
<b>Procurement Type:</b> Agency Master Agreement	
<b>Buyer Name:</b> Shelly Murray	
<b>Telephone:</b> (304) 341-7089	
<b>Email:</b> shelly.murray@wvsto.com	
<b>Shipping Method:</b> Vendor	<b>Effective Start Date:</b> 2015-12-15
<b>Free on Board:</b> FOB Dest, Freight Prepaid	<b>Effective End Date:</b> 2017-12-14

VENDOR	DEPARTMENT CONTACT
<b>Vendor Customer Code:</b> VS0000006907 RiskSense Inc 4200 Osuna Rd NE Ste 3-300  Ste. 3-300  Albuquerque NM 87109  US <b>Vendor Contact Phone:</b> (505) 217-9422 <b>Extension:</b> 101 <b>Discount Percentage:</b> 0.0000 <b>Discount Days:</b> 0	<b>Requestor Name:</b> Shelly Murray <b>Requestor Phone:</b> (304) 341-7089 <b>Requestor Email:</b> 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

<b>Total Order Amount</b>	Open End
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<b>DEPARTMENT AUTHORIZED SIGNATURE</b>  <b>SIGNED BY:</b> Bryan Archer <b>DATE:</b> 2016-10-05 <b>ELECTRONIC SIGNATURE ON FILE</b>
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**Extended Description:**

Change Order

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: 12/15/2016 through 12/14/2017

Renewals Remaining: 2

All provisions of the original Contract and subsequent Change Orders not modified herein shall remain in full force and effect.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	84120000			HOUR	\$175.000000
<b>Service From</b>		<b>Service To</b>			

**Commodity Line Description:** PCI Consulting Services

**Extended Description:**

Offsite Services

Agency Hours

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	84120000			HOUR	\$225.000000
<b>Service From</b>		<b>Service To</b>			

**Commodity Line Description:** PCI Consulting Services

**Extended Description:**

Onsite Services

Agency Hours

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	84120000			HOUR	\$225.000000
<b>Service From</b>		<b>Service To</b>			

**Commodity Line Description:** PCI Consulting Services

**Extended Description:**

Onsite Services

WVSTO Hours

<b>STO160000008</b>	<b>Document Phase</b> Final	<b>Document Description</b> PCI Consulting Services	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



State of West Virginia

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

JOHN D. PERDUE
STATE TREASURER

JOSH STOWERS
ASSISTANT STATE TREASURER

September 27, 2016

Mr. Mark Fidel
RiskSense Inc.
4200 Osuna Road NE
Albuquerque, New Mexico 87109

Subject: AMA STO16\*08 PCI Consulting Services Renewal

Mr. Fidel,

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 12/15/2016 through 12/14/2017. If your company agrees to this renewal, 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.

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.

Mark J. Fidel / [Signature] 27 Sept 2016
Name/Signature Date

Co-Founder, Corporate Development
Title

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**MANDATE:** 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 exceed 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 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: Risk Sense, Inc.

Authorized Signature: [Signature] Date: 27 Sept 2016

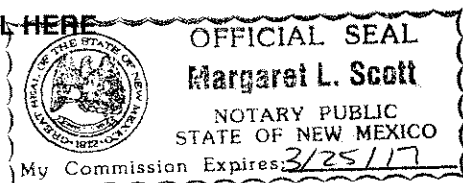
State of New Mexico

County of Bernalillo, to-wit:

Taken, subscribed, and sworn to before me this 27 day of September, 2016.

My Commission expires 3/25/17, 2017.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]