



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia Contract

Order Date: 09-21-2021

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

Order Number:	CCT 1200 1200 AUD2100000004 2	Procurement Folder:	581722 A
Document Name:	Integrated Data Protection Appliance Project	Reason for Modification:	
Document Description:	Integrated Data Protection Appliance	CO1 - to renew the agreement	
Procurement Type:	Central Contract - Fixed Amt		
Buyer Name:	Melissa Pettrey		
Telephone:	(304) 558-0094		
Email:	melissa.k.pettrey@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2020-09-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2022-08-31

VENDOR				DEPARTMENT CONTACT	
Vendor Customer Code: VS0000022594				Requestor Name: Michael H Barker	
NEW AHEAD INC				Requestor Phone: (304) 558-2261	
401 N MICHIGAN AVE STE 3400				Requestor Email: mike.barker@wvsao.gov	
CHICAGO		IL	60611		
US					
Vendor Contact Phone: 312-329-7880		Extension:			
Discount Details:					
	Discount Allowed	Discount Percentage		Discount Days	
#1	No	0.0000		0	
#2	Not Entered				
#3	Not Entered				
#4	Not Entered				

INVOICE TO	SHIP TO
STATE AUDITOR'S OFFICE 1900 KANAWHA BLVD E 1900 KANAWHA BLVD E CHARLESTON WV 25305-0230 US	STATE AUDITORS OFFICE 1900 KANAWHA BLVD E CHARLESTON WV 25305-0230 US

Purchasing Division's File Copy

Total Order Amount: \$100,199.32

ENTERED

TLW 9/21/21

PURCHASING DIVISION AUTHORIZATION

Linda Harper

DATE: 9-22-2021

ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

John S. Gray

DATE: 9-23-21
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

Beverly Toler

DATE: 9-23-21
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: 09/01/2021 through 08/31/2022

Renewals remaining: 1

No other changes.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	43212200	1.00000	EA	43333.320000	\$43,333.32
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Please use the attached Exhibit A,B & C Pricing Pages.

Extended Description:

See attached Pricing Sheets

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	43212200	0.00000		0.000000	\$28,433.00
Service From	Service To	Manufacturer	Model No		
2020-09-01	2021-08-31				

Commodity Line Description: Continuing Maintenance and Support - Renewal Year One

Extended Description:

See attached Pricing Sheets

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
3	43212200	0.00000		0.000000	\$28,433.00
Service From	Service To	Manufacturer	Model No		
2021-09-01	2022-08-31				

Commodity Line Description: Continuing Maintenance and Support - Renewal Year TWO

Extended Description:

See attached Pricing Sheets



State of West Virginia
John B. McCuskey
State Auditor

Office of the State Auditor
State Capitol, Building 1, Suite W-100
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305

Toll Free: (877) 982-9148
Telephone: (304) 558-2251
Fax: (304) 558-5200
www.wvsao.gov

August 25, 2021

New Ahead, Inc dba Ahead, Inc
401 N. Michigan Ave, Ste. 3400
Chicago, IL 60611

via email: walker.carey@ahead.com

Dear Mr. Carey:

The West Virginia State Auditor's Office seeks to renew the services provided under our contract number CCT AUD210000004, between the WVSao and New Ahead, Inc dba Ahead, Inc.

Change Order No. 2 is issued to renew the original contract according to all pricing, terms, conditions, and specifications contained in the original contract and all authorized change orders.

Effective date of renewal: 09/01/2021 – 08/31/2022

Renewal Years Remaining: One Years

No other changes. All provisions of the original Contract and subsequent Change Orders not modified herein shall remain in full force and effect.

If your company is in agreement with this renewal, please sign acceptance below and return to my attention at Kelly.Vickers@wvsao.gov

New Ahead, Inc dba Ahead, Inc. agrees to renew the contract referenced above for the period stated under the same terms, conditions and pricing as the original contract and all change orders, thereto.

WALKER R. CAREY

Printed Name

Walker R. Carey

Signature

CREDIT & COLLECTIONS MANAGER

Title

09/07/2021

Date

Thank you for your prompt attention to this matter. Please contact me at your convenience should you have any questions.

Sincerely,

Kelly Vickers

Kelly Vickers
Procurement Administrator

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: AHEAD, INC.

Authorized Signature: [Signature]

Date: 7 Sep 2021

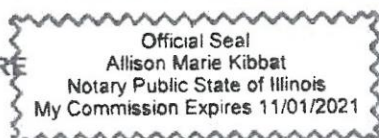
State of ILLINOIS

County of COOK, to-wit:

Taken, subscribed, and sworn to before me this 7 day of September, 2021.

My Commission expires November 1, 2021.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 01/19/2018)

West Virginia Secretary of State — Online Data Services

Business and Licensing

Online Data Services Help

Business Organization Detail

NOTICE: The West Virginia Secretary of State's Office makes every reasonable effort to ensure the accuracy of information. However, we make no representation or warranty as to the correctness or completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.

New Ahead, Inc.

Organization Information								
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
C Corporation	2/11/2020		2/11/2020	Foreign	Profit			

Organization Information			
Business Purpose	5415 - Professional, Scientific and Techincal Servies - Professional, Scientific and Techincal Servies - Computer Systems Design and Related Services (design, programming, facilities mgmt)		Capital Stock
Charter County		Control Number	9AU98
Charter State	IL	Excess Acres	
At Will Term		Member Managed	
At Will Term Years		Par Value	
			No

Authorized Shares	Young Entrepreneur

Addresses	
Type	Address
Local Office Address	1627 QUARRIER ST. EAST CHARLESTON, WV, 25311
Mailing Address	401 N MICHIGAN AVENUE STE 3400 CHICAGO, IL, 60611 USA
Notice of Process Address	COGENCY GLOBAL INC 1627 QUARRIER STREET EAST CHARLESTON, WV, 25311
Principal Office Address	401 N. MICHIGAN AVE, STE 3400 CHICAGO, IL, 60611 USA
Type	Address

Officers	
Type	Name/Address
Director	DANIEL ADAMANY 401 N. MICHIGAN AVE, STE 3400 CHICAGO, IL, 60611
Director	STEPHEN AYOUB 401 N. MICHIGAN AVE, STE 3400 CHICAGO, IL, 60611
President	STEPHEN AYOUB 401 N. MICHIGAN AVE, STE 3400 CHICAGO, IL, 60611
Secretary	PETER THEODORE 401 N. MICHIGAN AVE, STE 3400 CHICAGO, IL, 60611
Treasurer	ANDREW SZAFRAN (CFO) 401 N. MICHIGAN AVE, STE 3400 CHICAGO, IL, 60611
Type	Name/Address