



Third Amendment Contract PB004AA

Group 73600 – Award 22772 Project Based Information Technology Consulting Services (Statewide)

THIS THIRD AMENDMENT, (the “Third Amendment”) is made between the People of the State of New York, acting by and through the Commissioner of the Office of General Services (hereinafter “State” or “OGS”) whose principal place of business is the 36th Floor, Corning Tower, The Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12242, pursuant to authority granted under New York State Finance Law §163, and Cogent Technologies, Inc. (hereinafter “Contractor”), with its principal place of business at 291 River Street, Suite 303, Troy, NY 12180. The foregoing are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, OGS and Contractor are Parties to Contract number PB004AA through which Contractor is authorized to provide for the acquisition of Project Based Information Technology Consulting Services to Authorized Users; and

WHEREAS, The Contract was amended by a First Amendment, dated February 29, 2016; and

WHEREAS, The Contract was amended by a Second Amendment, dated October 10, 2018; and

WHEREAS, Contractor has subsequently been awarded the following additional Lot: Lot 2 – Project Based Information Technology Consulting Service for projects up to \$7,500,000 ending amount for Lot;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties do hereby agree as follows:

SECTION 1: Addition of Lot 2

Appendix G – Contractor Information is hereby deleted in its entirety and replaced with the Appendix G – Contract Information, dated July 26, 2022, incorporated by reference herein as if fully set forth. All references to Appendix G shall be deemed to reference the Appendix G – Contract Information dated July 26, 2022.

SECTION 2: Severability

In the event that any one or more of the provisions of this Third Amendment shall for any reason be declared unenforceable under the laws or regulations in force, such provision will not have any effect on the validity of the remainder of this Third Amendment, which shall then be construed as if such unenforceable provision had never been written or was never contained in this Agreement.

SECTION 3: Entire Agreement

The Contract, as amended, constitutes the entire agreement of the Parties with respect to the subject matter thereof, and any further amendment must also be in writing executed by authorized representatives of the Parties.

SECTION 4: All Other Terms and Conditions of the Contract

Except as herein modified, all other terms and conditions of Contract PB004AA shall remain in full force and effect.

Signature Page

IN WITNESS WHEREOF, the Parties have executed this Third Amendment as of the date last written below. The Parties further hereby certify that original copies of this executed and approved signature page will be affixed, upon final approval, to exact copies of this Third Amendment being executed simultaneously herewith. The acknowledgment must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this agreement, Appendix A (Standard Clauses For New York State Contracts), Appendix B, and State Finance Law §139-j and §139-k (Procurement Lobbying), and that all information provided is complete, true and accurate. By signing, Contractor affirms that it understands and agrees to comply with the OGS procedures relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

Contractor Name

Signature: _____
 Printed Name: _____
 Title: _____
 Company Name: _____
 Federal ID: _____
 NYS Vendor ID: _____

THE PEOPLE OF THE STATE OF NEW YORK

Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF _____ }
 COUNTY OF _____ } **SS.:**

On the _____ day of _____ in the year 20____, before me personally appeared _____ known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _he maintains an office at _____, and further that:

[Check One]

- If an individual):** __he executed the foregoing instrument in his/her name and on his/her own behalf.
- If a corporation):** __he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, __he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, __he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
- If a partnership):** __he is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
- If a limited liability company):** __he is a duly authorized member of _____ LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

**Notary Public
 Registration No.**