

Corning Tower, Empire State Plaza, Albany, NY 12242 | https://ogs.ny.gov/procurement | customer.services@ogs.ny.gov | 518-474-6717

Second Amendment Contract PB145AA

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

THIS AMENDMENT, (the "Second 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 41st 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 RCI Technologies (hereinafter "Contractor"), with its principal place of business at 1133 Green Street, Iselin, NJ 08830. The foregoing are collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, OGS and Contractor are Parties to Contract number PB145AA 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 subsequently amended by a First Amendment, dated September 7, 2018.

WHEREAS, Contractor has subsequently been awarded the following additional Lot: Lot 3 – Project Based Information Technology Consulting Service for projects between \$7,500,001 and \$25,000,000;

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

SECTION 1: Addition of Lot 3

Appendix G – Contractor Information is hereby deleted in its entirety and replaced with the Appendix G – Contract Information, dated June 23, 2021, 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 June 23, 2021.

SECTION 2: Severability

In the event that any one or more of the provisions of this Contract Extension Agreement 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 Contract Extension Agreement, 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. Except as set forth in this Agreement, all terms and conditions of the Contract shall continue in full force and effect.

SECTION 4: All Other Terms and Conditions of the Contract

Except as set forth in this Amendment, all terms and conditions of the Contract, as previously amended, shall continue in full force and effect.

Signature Page

IN WITNESS WHEREOF, the Parties have executed this Second 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 Second 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).

RCI Technologies, Inc.		THE PEC	THE PEOPLE OF THE STATE OF NEW YORK		
Sign	ature:		Signature:		
Print	ted Name:		Printed Name:		
Title	:		Title:		
Com	ipany Name:		Date:		
Fede	eral ID:				
NYS	Vendor ID:				
	INDIVI	UAL. CORPORATION	N, PARTNERSHIP, OR LLC	ACKNOWLEDGMENT	
STAT		}	-,		
-	ITY OF	}	SS.:		
On the knowr mainta	e day of n to me to be the person ains an office at	in the who executed the foregoi	year 20, before me persona ng instrument, who, being duly s , and further that:	ally appeared sworn by me did depose and say that _he	
[Check	-	executed the foregoing ir	nstrument in his/her name and o	n his/her own behalf.	
	instrument on behalf of foregoing instrument in	the corporation for purposition for purposition for purposition the name of and on beha	ses set forth therein; and that, p If of said corporation as the act :	·	
	partnership for purpose	s set forth therein; and the	ofof	, the partnership described in ite the foregoing instrument on behalf of the e executed the foregoing instrument in the name	
	company described in s company for purposes s	said instrument; that _he i set forth therein; and that,	s authorized to execute the fore	LLC, the limited liability going instrument on behalf of the limited liability executed the foregoing instrument in the name of liability company.	

Notary Public Registration No.

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Appendix G-Updated June 23, 2021

Agreement between the New York State Office of General Services and RCI TECHNOLOGIES, INC.

for Project Based Information Technology Consulting Services

Contract Number: PB145AA

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Lot(s) Awarded:		
Lot Number	Date	
	October 28, 2019	
Lot 1		
	October 28, 2019	
Lot 2		
	June 23, 2021	
Lot 3		

LEGAL BUSINESS NAME:	22-2485060
FEDERAL ID:	
NYS VENDOR ID:	1000033708
CONTRACT NUMBER:	PB145AA

Contract Citation:

4.7.1 Contractor Information

The Contractor will provide up to date information for each of the following in the form and manner specified by OGS:

1. A designated Account Manager for the OGS Centralized Contract. The Account Manager is responsible for the overall relationship with the State during the course of the Contract and shall act as the central point of contact.

2. A designated Billing Contact. The Billing Contact will become the single point of contact between the Contractor and the Authorized User for matters related to invoicing, billing and payment.

3. A designated Emergency Contact. The Emergency Contact will be available to OGS 24 hours a day, 365 days per year.

4. A designated Email Address for this Contract. This Email address will be published on the OGS website for this Contract for use by all Authorized Users when distributing Mini-Bid Participation Forms and Mini-Bid Templates. This can be the email of a designated Account Manager or a dedicated generic email account that multiple employees can access.

Contractor/Company Inf	formation
Company Name:	RCI Technologies, Inc.
Doing Business As:	
Address:	1133 Green Street
	Iselin, NJ 08830
Website:	www.rci-technologies.com
Federal ID #:	22-2485060
NYS Vendor ID #:	1000033708

1. Account Manager	
Contact Name:	Barbara Thompson
Title:	Executive Administrator
Address:	1133 Green Street
	Iselin, NJ 08830
Telephone:	732-382-3000 x310
E-Mail:	barbara@rci-technologies.com

2. Billing Contact	
Contact Name:	Jasmin Felipe
Title:	Accounts Manager
Address:	1133 Green Street
	Iselin, NJ 08830
Telephone:	732-382-3000 x 214
E-Mail:	jasmin@rci-technologies.com

3. Emergency Contac	t
Contact Name:	Anisa Balwani
Title:	President
Address:	1133 Green Street
	Iselin, NJ 08830
Telephone:	732-382-3000 x 213
E-Mail:	Anisa@rci-technologies.com

4. Designated Email Address for this Contract			
E-mail:	gereld@rci-technologies.com		

OGS Contract Manager:			
Name:	Nancy Dougherty		
Title:	Contract Management Specialist		
Phone:	518-408-3265		
E-mail:	PBITS.Contractors@ogs.ny.gov		

Authorized Users

Please address all inquiries to the Contract Manager listed above.

Contractors

Please submit all Appendix C Contract Modifications, Appendix G Contractor Information updates, proof of insurance and all other inquiries to the Contract Manager listed above.

LEGAL BUSINESS NAME:	RCI Technologies, Inc.	
FEDERAL ID:	22-2485060	
NYS VENDOR ID:	1000033708	
CONTRACT NUMBER:	PB145AA	

QUESTION	YES	NO
1. Will the Contractor accept the New York State Procurement Card?		Х
2. If "Yes", enter any dollar limit on orders for which the Contractor will accept the NYS Procurement Card.		