



**Financial Information Services Agency**

**Office of Payroll Administration**

**RENEWAL AGREEMENT**

**with**

**V GROUP INC.**

**for**

**INFORMATION TECHNOLOGY and OTHER CONSULTANT SERVICES**

**For the period July 1, 2020–June 30, 2023,  
with further City option to renew for up to an additional three years**

**PIN 127FY2000053**

THIS RENEWAL AGREEMENT (this “**Renewal Agreement**”), dated as of the date last written on the signature page hereof, is entered into by the **City of New York** (the “**City**”), acting by and through its Financial Information Services Agency and its Office of Payroll Administration (“**FISA**” and “**OPA**,” respectively, and collectively “**FISA-OPA**”), and **V Group Inc.** (the “**Contractor**”), a corporation incorporated in the State of New York, or authorized to conduct business in the State of New York pursuant to Article 13 of the New York Business Corporation Law and having offices at 379 Princeton Hightstown Road, Cranbury, NJ 08512.

## RECITALS

- On or about June 26 2017, the **City** (acting by and through **FISA-OPA**) and **Contractor** entered into an Agreement for Information Technology and Other Consultant Services for an initial three-year period (the “**Initial Term**”) July 1, 2017–June 30, 2020 (which specific agreement between the **City** and **Contractor** is referred to herein as the “**Original Agreement**”).
- The **Original Agreement** provides that the **City** shall have options to renew the **Original Agreement** for successive terms of no more than three (3) years each, upon notice to the **Contractor**, up to a total aggregate renewal of six (6) additional years.
- The **City** has given timely notice to **Contractor** of the **City’s** intention to renew the **Original Agreement** for an additional term of three (3) years, i.e., for the period July 1, 2020–June 30, 2023 (the “**Renewal Term**”), and the **City** and **Contractor** wish to renew the **Original Agreement** for such period as provided in this **Renewal Agreement**.
- Section 7.14 of the **Original Agreement** (a) requires the **Contractor**, where applicable, to complete a background check regarding each individual **Consultant** and certify the results on a document substantially in the form of Attachment D thereto, and (b) permits the **City** to change such required form of background check document at any time; and the **City** in fact updated such background check document during the **Initial Term**.

In consideration of the mutual obligations contained herein, the **City** and the **Contractor** hereby agree as follows:

### Section 1. Defined Terms; Use of Language

- 1.1. Unless a word or phrase is expressly assigned a different meaning in this **Renewal Agreement**, all terms defined in the **Original Agreement** shall have the same meaning when used in this **Renewal Agreement**.
- 1.2. As used in this **Renewal Agreement**, the phrase “the **Agreement**” means the **Original Agreement** as renewed and extended by this **Renewal Agreement**.
- 1.3. For the avoidance of doubt, Section 1.2 (“Use of Language”) of the **Original Agreement** shall apply to this **Renewal Agreement**.

### Section 2. Statement of Purpose

- 2.1. The **Original Agreement** was one of multiple **Consultant Pool Contracts** that the **City** entered into with different vendors for the purpose of creating the **Consultant Pool**. This **Renewal Agreement** is

likewise one of multiple renewal agreements that the **City** is entering into with vendors whose **Consultant Pool Contracts** the **City** is electing to renew. While each such renewal agreement may contain similar provisions, the **Agreement** remains entirely independent of any and all other present or future **Consultant Pool Contracts**, with the sole exception of the aggregate maximum amount payable across all **Consultant Pool Contracts** described in Section 4.1.

### Section 3. Renewal and Renewal Term

- 3.1. The term of the **Agreement** is hereby extended for three (3) years, such that the term shall run through and including June 30, 2023), effective upon the later of this **Renewal Agreement** (a) having received all required **City** approvals, and (b) having been registered pursuant to Section 328 of the Charter of the City of New York (if required).
- 3.2. Except as amended hereby, all terms and conditions of the **Original Agreement**, and the **City's** and **Contractor's** respective rights and obligations thereunder, shall continue under this **Renewal Agreement**. To the extent this **Renewal Agreement** conflicts with the **Original Agreement**, this **Renewal Agreement** shall control.
- 3.3. The **City** shall continue to have the option to renew the **Agreement** for an additional term (the "**Renewal Term**") of no more than three (3) years, upon notice to the **Contractor**. For the avoidance of doubt, references in this **Renewal Agreement** to the "term" of the **Agreement** shall include any such renewal or other extension of the initial term.

### Section 4. Revised Contract Maximum

- 4.1. While there is no fixed maximum amount payable to the **Contractor** under the **Agreement**, *the total amount payable for the Renewal Term under the Agreement is subject to a revised maximum aggregate amount payable under all present and future Consultant Pool Contracts of*

### Section 5. Revised Attachment D

- 5.1. To reflect the **City's** change to the form of background check document required under the **Agreement**, as described in the Recitals hereto, Attachment D to the **Original Agreement** is deleted in its entirety and replaced by Attachment D (Sample Background Check Form) to this **Renewal Agreement**.

### Section 6. Notices

- 6.1. Supplementing Section 14.04 of Appendix A: The **City** and the **Contractor** shall send any notices and other written communications to the other under the **Agreement** to the respective addresses and personnel specified below:

If to the **City**:

Financial Information Services Agency-Office of Payroll Administration  
5 Manhattan West, 4th Floor  
New York, NY 10001  
Attention: Contracts Unit

Information Technology and other Consultant Services Agreement  
V Group Inc.  
PIN 127FY2000053

For invoices only:

Financial Information Services Agency-Office of Payroll Administration  
5 Manhattan West, 4th Floor  
New York, NY 10001  
Attention: Accounts Payable, Fiscal Unit

If to the **Contractor**:

V Group Inc.  
379 Princeton Hightstown Road  
Cranbury, NJ 08512  
Attn: Ankin Shah, Accountant and Contracts Admin

IN WITNESS WHEREOF, the **City** and the **Contractor** have executed this **Renewal Agreement** as of the date first written above.

**V GROUP INC.**

**THE CITY OF NEW YORK  
FINANCIAL INFORMATION SERVICES AGENCY &  
OFFICE OF PAYROLL ADMINISTRATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Neil Matthew  
Executive Director

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGEMENTS**

STATE OF NEW YORK    )  
  ) ss.:  
COUNTY OF NEW YORK )

On this the \_\_\_\_ day of \_\_\_\_\_, 2020, before me came Neil Matthew, to me known and known to me to be the Executive Director of the Financial Information Services Agency and Office of Payroll Administration of the City of New York (the person described as such in the foregoing **Agreement**), who stated that he has signed said **Agreement** on behalf of said **City** for the purposes stated herein.

\_\_\_\_\_  
NOTARY PUBLIC OR COMMISSIONER OF DEEDS

STATE OF                                    )  
  ) ss.:  
COUNTY OF                                )

On this \_\_\_\_ day of \_\_\_\_\_ 2020, before me personally came \_\_\_\_\_, who proved to me his/her identity on the basis of satisfactory evidence, signed the foregoing instrument in my presence, and, being by me duly sworn, did say that s/he is \_\_\_\_\_ of **V Group Inc.**, the corporation identified as the **Contractor** in the foregoing instrument, that s/he is duly authorized to execute said instrument on behalf of said **Contractor**, and that s/he has so executed the foregoing instrument for the purposes stated therein.

\_\_\_\_\_  
NOTARY PUBLIC OR COMMISSIONER OF DEEDS

**Attachment D: Sample Background Check Form**

**CONTRACTOR’S CERTIFICATION OF BACKGROUND INQUIRY OF CONSULTANT(S)  
TASK ORDER REQUEST NUMBER \_\_\_\_\_**

*Before any individual Consultant(s) may begin work, the Contractor identified below (the “Contractor”) must complete a background information check of the Consultant(s). The Contractor must complete and execute this Certification and return it with the executed and notarized Task Order for the above Task Order Request.*

Consultant name(s): \_\_\_\_\_

➤ **The Contractor hereby certifies that, at a minimum, the following background information checks were completed on the above Consultant(s) on the date(s) indicated:**

<b>Background Check</b>	<b>Date Completed (required)</b>
Criminal record (nationwide, seven years)	
Payment of taxes (six years; Federal and all states where filing was required in that period)	
Verification of all education submitted	
Verification of employment history (all positions within the previous five years)	

➤ **The Contractor hereby further certifies that [Select (A) or (B)]:**

\_\_\_\_ (A) The above background checks disclosed no negative information, and there is no known reason that the above Consultant(s) cannot perform the required work to the satisfaction of the City of New York Financial Information Services Agency and/or Office of Payroll Administration (“FISA-OPA”).

--OR--

\_\_\_\_ (B) The above background checks disclosed the attached negative information (consisting of \_\_\_\_ pages) regarding one or more of the above Consultant(s); and, after diligent investigation, the Contractor has not found any other negative information relevant to the ability of such Consultant(s) to perform the required work to the satisfaction of FISA-OPA.

➤ **The Contractor hereby further certifies that:**

- The above background checks were performed for each actual Consultant named above (and not, for example, on another person with the same name);
- Each Consultant named above has all applicable Federal, State, and/or local authorizations necessary to provide the services described in the Task Order; and
- Each Consultant named above has provided that Consultant’s own valid Social Security Number.

The Contractor hereby affirms that, to the extent required by applicable City, State, and/or Federal laws, rules or regulations, the Contractor does not and will not discriminate against any employee(s) or applicant(s) for employment.

Contractor Name: \_\_\_\_\_

By (signature): \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public