

**STATE OF NEW YORK
OFFICE OF GENERAL SERVICES
CONTRACT EXTENSION AGREEMENT
WITH**

Award PGB-22916

Contract No. _____

THIS AGREEMENT, effective on the date of OGS signature, by and between the People of the State of New York, acting by and through the Office of General Services' Procurement Services (formerly known as New York State Procurement ("NYSPro")), located at the 38th Floor, Corning Tower, Empire State Plaza, Albany, NY 12242 ("OGS"), and _____, (hereinafter "Contractor"), with an office at _____, (hereinafter collectively referred to as "the parties")

WITNESSETH:

WHEREAS, Contract No. _____ for Electronic Monitoring of Offenders is scheduled to expire on December 31, 2021 and OGS seeks to have the contract extended until May 31, 2023 in accordance with the contract terms or until a new contract is awarded, whichever occurs first and with certain amendments, and

WHEREAS, Contractor agrees to extend Contract _____ with the following amendments, until **May 31, 2023** in accordance with the contract terms or until a new contract is awarded, whichever occurs first,

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

1. TERM

This Contract Extension Agreement shall commence upon signing by OGS and will be in effect until **May 31, 2023** in accordance with the contract terms or until a new contract is awarded, whichever occurs first.

2. APPENDIX A October 2019

Appendix A, Standard Clauses for New York State Contracts, included in the original Contract, is hereby replaced with the Appendix A dated October 2019, and is expressly made a part of this Contract Extension Agreement as fully as if set forth at length herein.

3. APPENDIX B April 2016

4. APPENDIX C January 2017

5. APPENDIX D July 2021

6. OFFICIAL USE ONLY/NO PERSONAL USE

The Contract is only for official use by Authorized Users. Use of the Contract for personal or private purposes is strictly prohibited.

7. CONTRACTOR RESPONSIBILITY

The Contractor shall at all times during the Contract Extension term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of OGS or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS or her designee issues a written notice authorizing a resumption of performance under the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate

OGS officials or staff, the Contract may be terminated by the Commissioner of OGS or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of OGS or her designee to be non-responsible. In such event, the Commissioner of OGS or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

8. PROCUREMENT LOBBYING LAW:

- A. By signing this Contract Extension Agreement, Contractor certifies that: a Government Entity has not made a finding of Non-Responsibility regarding the Contractor in the previous four years; a Government Entity has not terminated or withheld a Procurement Contract with the Contractor due to the intentional provision of false or incomplete information; and all information provided regarding State Finance Law §139-k is complete, true and accurate.
- B. By signing this Contract Extension Agreement, Contractor further affirms that it understands and agrees to comply with the procedures of OGS relative to permissible Contacts as required by State Finance Law § 139-j (3) and (6) (b).
- C. Summary of Policy and Prohibitions on Procurement Lobbying

Pursuant to State Finance Law §§139-j and 139-k, this Solicitation includes and imposes certain restrictions on communications between OGS and an Offerer/Bidder during the procurement process. An Offerer/Bidder is restricted from making contacts from the earliest notice of intent to solicit offers/Bids through final award and approval of the Procurement Contract by OGS and, if applicable, the Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). Designated staff, as of the date hereof, were identified in the Contract Extension Agreement Cover letter. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/Bidder pursuant to these two statutes.

Certain findings of Non-Responsibility can result in rejection for contract award and in the event of two findings within a four-year period; the Offerer/Bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website:

http://www.ogs.ny.gov/aboutOgs/regulations/defaultSFL_139j-k.asp

9. DRUG AND ALCOHOL USE PROHIBITED

For reasons of safety and public policy, in any Contract resulting from this Solicitation, the Contractor’s personnel shall not be impaired by alcohol or drugs of any kind in the performance of the Contract.

10. 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.

CONTRACT NO. [REDACTED]

IN WITNESS WHEREOF, the parties hereto have executed this Contract Extension Agreement as of the day and year written below. 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 CONTRACT EXTENSION AGREEMENT, and Appendix A dated October 2019, Appendix B dated April 2016, Appendix C dated January 2017, and Appendix D dated July 2021.

[REDACTED]

NYS Office of General Services

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Federal ID: _____

Date: _____

NYS Vendor ID _____

Date: _____

NOTICE: This Extension becomes effective upon OGS approval and an authorized signatory executes. OGS will then post a notification to its website in the form of a Purchasing Memorandum.

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF _____ }
: **Sworn Statement:**
COUNTY OF _____ }

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 Town of _____ County of _____, State of _____; 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.

Signature of Notary Public
Notary Public Registration No. _____ **State** _____