STATE OF VERMONT

AGENCY/DEPARTMENT NAME

NOVATION AND AMENDMENT

It is hereby agreed by and among the State of Vermont, AGENCY/DEPARTMENT (hereinafter called "State"), OLD COMPANY, a OLD COMPANY’S FORM OF BUSINESS ORGANIZATION with a principal place of business in CITY, STATE (hereinafter called “\_\_\_\_\_”) and NEW COMPANY, a NEW COMPANY’S FORM OF BUSINESS ORGANIZATION with a principal place of business in CITY, STATE (hereinafter called "Contractor”), that the Contractor intends to assume all of the rights, benefits, duties and obligations of OLD COMPANY under the Contract between the State and OLD COMPANY dated as of DATE, Contract # NUMBER, as amended to date (the “Contract”), and that the Contract is hereby amended as follows:

1. Novation. The State and OLD COMPANY hereby effect the novation of the Contract (the “Novation”) to substitute the Contractor for OLD COMPANY for all purposes of the Contract. The State hereby consents to such Novation. Contractor hereby accepts the Novation and assumes all rights, benefits, duties, undertakings, liabilities and obligations of OLD COMPANY under the Contract.

OLD COMPANY hereby releases the State from the State’s undertakings, obligations, duties and liabilities with respect to OLD COMPANY under the Contract following the effective date of this Novation.

Contractor shall furnish to the State a new certificate of insurance consistent with the coverages required under the Contract and properly endorsed with coverage for claims or occurrences for the entire contract period.

1. Amendment. The Contract is hereby amended to replace all references in the Contract to OLD COMPANY with references to NEW COMPANY.
2. Attachment C, Standard State Provisions for Contracts and Grants. Attachment C is hereby deleted in its entirety and replaced by the Attachment C dated 12/7/2023 attached to this Amendment. REMOVE IF NOT APPLICABLE
3. Effective Date. The effective date of this Novation and amendment shall be DATE.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support(Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State’s debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

Sole Source Contract for Services. This Contract results from a “sole source” procurement under State of Vermont Administrative Bulletin 3.5 process and Contractor hereby certifies that it is and will remain in compliance with the campaign contribution restrictions under 17 V.S.A. § 2950. ***THIS LANGUAGE MUST BE INCLUDED IN ALL SOLE SOURCE CONTRACTS, REGARDLESS OF DOLLAR AMOUNT. OTHERWISE, FOR CONTRACTS THAT RESULT FROM AN RFP OR SIMPLIFIED BID, DELETE THIS LANGUAGE.***

State of Vermont Cybersecurity Standard Update. Contractor confirms that all products and services provided to or for the use of the State under the Contract shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of this Amendment to the Contract. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

State and Federal Terms for Products and Services. Contractor agrees that “STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction) Revision date: July 19, 2023)” which is attached as Attachment \_\_\_ to this amendment, applies to any products or services provided to the State, at any time, when using federal funds. ***THIS LANGUAGE MUST BE INCLUDED IN ANY AMENDMENT TO A PRE-EXISTING CONTRACT FOR WHICH FEDERAL FUNDS WILL NOW BE USED. THIS LANGUAGE CAN BE DELETED HERE IF THIS REQUIREMENT IS NOT APPLICABLE.***

Except as modified by this Amendment No. \_\_, all provisions of the Contract remain in full force and effect.

For State administrative purposes, upon signing of this Novation and amendment, the contract number will be changed to ##### with an unpaid balance of $#######.

The signatures of the undersigned indicate that each has read and agrees to be bound by this Novation and amendment to the Contract.

**STATE OF VERMONT OLD COMPANY**

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

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

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

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

**NEW COMPANY**

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

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

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

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