**Authorizing Agreement:** State of Vermont Participating Addendum #\_\_\_\_\_ for NASPO Cloud or ITS75 Multistate Software and Services

**Contractor:** insert name here and in header on second page

**State Purchasing Entity**: Insert Requesting Agency or Business Unit

Purchasing Entity’s address for invoicing: \_\_\_\_\_\_\_\_\_\_\_

**Order No.** insert number here and in header on second page (**This assigned Order # must be included on all correspondence, delivery documents and invoices**.)

1. **Scope:** This Order is a contract between the Contractor identified above (hereinafter the “Contractor”) and the State of Vermont, through its State Purchasing Entity identified above (hereinafter the “State”). Contractor hereby agrees to provide the Products and Services specified herein subject to and in accordance with the terms and conditions of the above-captioned Authorizing Agreement, inclusive of its attachments and/or exhibits and respective amendments (hereinafter the “Authorizing Agreement”). The Authorizing Agreement is hereby incorporated by reference and shall apply to this Order as if specifically appended hereto. The terms of the Authorizing Agreement shall govern and prevail in the event of any conflict or ambiguity between the terms of this Order and the terms of the Authorizing Agreement. The parties specifically agree that the Product/Service Documents (AS defined in the Authorizing Agreement) included in this Order are hereby modified and superseded by the terms of the Authorizing Agreement.
2. **Data Categorization and Applicable Standards:** Contractor is required at all times to comply with all applicable federal and state laws and regulations pertaining to information security and privacy. For purposes of this Order the parties have conferred and determined that the Contractor will hold, store, or process, or will have access to, the types of data indicated below. Contractor confirms that the products and services provided under this Order can and will meet in all respects the corresponding standards, policies and laws as indicated in the **Exhibit VT-Data Types** attached to this Order.
3. **Term:** The term of this Order shall begin on \_\_\_\_\_\_\_\_\_ and end on \_\_\_\_\_\_\_\_\_\_ (the “Initial Term”). INSERT RENEWAL OPTION(S) AS REQUIRED.
	1. ***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. INCLUDE THIS CLAUSE ONLY AS APPLICABLE; DELETE OTHERWISE
4. **Payment and Invoicing:** The maximum amount payable under this Order shall not exceed \_\_\_\_\_\_\_\_\_\_\_. This maximum amount is not a guaranteed amount. Contractor will be paid for products or services actually delivered or performed, as specified in this Order, up to the maximum amount payable. Unless otherwise specified in this Order, rates are as set forth in the attached Quote. All rates set forth in this Order shall be inclusive of any and all Contractor fees and expenses. Contractor shall submit invoices to the State Purchasing Entity’s address identified above. Payments shall be made only upon approval and acceptance by the State. Reimbursement of expenses is not authorized.
	1. **Prompt Pay Discounts**: \_\_\_\_for example 3% 10 Days; 2% 15 Days; or 1% 20 Days\_\_\_\_\_. INSERT DISCOUNTS OFFERED OR REMOVE THIS CLAUSE IF NOT APPLICBLE
5. **Products and Services:** The Contractor shall provide the Products and Services set forth in the **Quote** attached to this Order, and any **VT Exhibit – Software Related Services** attached to this Order in full satisfaction of the specific requirements of the Authorizing Agreement and this Order.
6. **Integrated Agreement; Amendment:** This Order contains the final and complete agreement of the parties. The parties do not intend to be bound by any additional terms not included, or expressly incorporated by reference, in this Order. The terms of this Ordering Document shall govern and prevail over any conflict or ambiguity with the terms of the attached Quote and Product/Service Documents. Electronic “click-through” terms, terms and conditions of a Party’s invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection. This Order may not be amended except in a writing that is numbered and signed by the duly-authorized representatives of the State and the Contractor.
7. **Termination:** The State reserves the right to terminate or suspend this Order for convenience upon written notice at least fifteen (15) days in advance and, in the event of termination under this provision, the State will pay for all completed and accepted deliverables up until the date of termination.
8. **Product/Service Documents Applicable to this Order:** The “Product/Service Documents” (as defined in the Authorizing Agreement) applicable to the products and services specified in this Order are as set forth in the documents attached to this Order.
	1. The Parties acknowledge and agree that any terms or conditions in the Product/Service Documents not allowable under law or that materially conflict with the applicable terms and conditions established by the Authorizing Agreement will not apply, and that the Authorizing Agreement will control in the event of any ambiguity or material conflict between the Authorizing Agreement and the Product/Service Documents. Further, and without limiting the generality of the foregoing sentence, notwithstanding any language to the contrary, Contractor acknowledges and agrees that Purchasing Entities do not intend to be bound, and will not be bound, by any Product/Service Documents terms to the extent such terms: (a) require indemnification by the Purchasing Entity of the Contractor or a third party; (b) waive the Purchasing Entity’s right to a jury trial; (c) establish jurisdiction in any venue other than the Superior Court of the State of Vermont, Civil Division, Washington Unit; (d) designate a governing law other than the laws of the State of Vermont; (e) constitute an implied or deemed waiver of the immunities, defenses, rights or actions arising out of Purchasing Entity’s sovereign status or under the Eleventh Amendment to the United States Constitution; (f) establish new or different payment obligations of the Purchasing Entity than are established under the Agreement; (g) reduce or diminish the obligations regarding the security, confidentiality, and integrity of the Purchasing Entity’s data as are established under the Agreement; (h) establish rights in the use of or access to Purchasing Entity’s data for any reason other than performance of the product or service; (i) establish rights of ownership in the Purchasing Entity’s data; or (j) limit the time within which an action may be brought.
9. **Vermont Business Associate Agreement:** The terms and conditions of the State of Vermont Business Associate Agreement, as posted the Office of Purchasing & Contracting’s website at <https://bgs.vermont.gov/purchasing-contracting/forms>, is hereby incorporated by reference and shall apply to this Order. INCLUDE THIS CLAUSE ONLY AS APPLICABLE; DELETE OTHERWISE
10. **Vermont Federal Terms Supplement (Non-Construction)**: The “STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction) STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction) for all Contracts and Purchases of Products and Services Using Federal Funds (Revision date: July 28, 2022)” as attached to the Authorizing Agreement, or otherwise as posted online at <https://bgs.vermont.gov/purchasing-contracting/forms>, is hereby incorporated by reference and shall apply to the order. INCLUDE THIS CLAUSE ONLY AS APPLICABLE; DELETE OTHERWISE

**Taxes Due to the State**. Contractor certifies under the pains and penalties of perjury that, as of the date this agreement 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.

**Certification Regarding Suspension or Debarment**. Contractor certifies under the pains and penalties of perjury that, as of the date this agreement 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 agreement is signed, Contractor is not presently debarred, suspended, nor named on the State’s debarment list at: <http://www.bgs.vermont.gov/purchasing-contracting/debarment>.

**SOV Cybersecurity Standard Update 2022-01**. Contractor certifies that the products and services provided to or for the use of the State under this agreement comply with *State of Vermont Cybersecurity Standard 22-01*, which Contractor acknowledges has been provided to it, and is available on-line at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

**REQUIRED PRIOR APPROVALS**

**This Order, regardless of value, shall be approved by the Vermont Chief Information Officer/Secretary of the Agency of Digital Services prior to execution.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CIO Approval Date

**This Order, if valued at $25,000 or more per year, shall be certified by the Vermont Office of the Attorney General in accordance with 3 V.S.A. § 342 prior to execution.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Certified by Date

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS AGREEMENT.**

<Insert Contractor Name here>

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_       \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature                                                                      Date

STATE OF VERMONT, <Insert Requesting Agency or business unit>

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature                                                                      Date

# Quote

INSERT QUOTE DOCUMENT

**Exhibit VT-Data Types**

Insert doc vendor signed/submitted with quote.

**VT SOW Exhibit – Software Related Services**

INSERT Document as applicable (as would have been included with the solicitation); or Delete this page.

# Product/Service Documents

INSERT MOST RECENT SLA AND EULA OR OTHER DOCUMENT(s) PROVIDED BY CONTRACTOR