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 12/15/2017 attached to this Amendment. REMOVE IF NOT APPLICABLE
3. Effective Date. The effective date of this Novation and amendment shall be DATE.
4. Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this Novation and 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.
5. 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 t o 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.
6. Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this Novation and amendment is signed, neither Party nor Party’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 that this Novation and 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>

1. Certification Regarding Sole Source Contracting Contribution Restrictions:Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Contractor certifies compliance with 17 V.S.A. § 2950 available at: <https://legislature.vermont.gov/statutes/section/17/061/02950>)
2. 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.

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