Attachment D3: Form SOW Amendment

**SOW AMENDMENT**

SOW-AGREEMENT #\_ \_\_\_\_\_\_\_\_\_\_\_\_\_ Amendment No. \_\_\_

PRE-QUALIFICATION CONTRACT # \_\_\_\_\_\_\_\_\_\_\_\_\_ (“Master Agreement”)

It is hereby agreed by and between the State of Vermont, AGENCY/DEPARTMENT (the "State") and CONTRACTOR NAME, with a principal place of business in CITY, STATE (the "Contractor") that the above SOW Agreement between them originally dated as of SOW START DATE, as amended to date, (the “SOW Agreement”) is hereby amended as follows:

REMOVE/EXPAND/REVISE THE BELOW AMENDMENT ITEMS, AS APPLICABLE

1. **Time of Performance**. The SOW Agreement end date, wherever such reference appears in the SOW Agreement, shall be changed from OLD SOW END DATE to NEW SOW END DATE.
2. **Maximum Amount**. The maximum amount payable under the SOW Agreement, wherever such reference appears in the SOW Agreement, shall be changed from $\_\_\_\_ to $\_\_\_\_, representing an increase / a decrease of $\_\_\_\_.
3. **Scope of Work**. The scope of work is amended as follows:

EXAMPLE: Section ## is amended by the addition of the following requirements [OR] Section ## is hereby deleted in its entirety and replaced as set forth below:

1. **Payment Provisions**.The payment provisions are amended as follows:

EXAMPLE: Section ## is amended by the addition of the following requirements [OR] Section ## is hereby deleted in its entirety and replaced as set forth below:

**REQUIRED CONTRACTOR CERTIFICATIONS**

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.

**Cybersecurity Standard Update 2023-01:** Contractor confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with *State of Vermont Cybersecurity Standard Update 2023-01*, which prohibits the use of certain branded products in State information systems or any vendor system that is supporting State information systems, and is available on-line 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) for all Contracts and Purchases of Products and Services Using Federal Funds (Revision date: July 28, 2022)” 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.

**REQUIRED PRIOR APPROVALS**

**This SOW Amendment shall not be valid unless approved by the Vermont Chief Information Officer/Secretary of the Agency of Digital Services prior to execution.**

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

CIO Approval Date

This document consists of \_\_\_ pages. Except as modified by this SOW Amendment No. \_\_\_, all provisions of the SOW Agreement remain in full force and effect.

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

<Insert Contractor Name>

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

Signature                                                                      Date

STATE OF VERMONT, <Insert Requesting Agency/Dept>

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

Signature                                                                      Date