



STATE OF UTAH - DEPARTMENT OF GOVERNMENT OPERATIONS
Division of Purchasing & General Services
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Contract Amendment Guidelines

This document provides guidelines to complete a Contract Amendment form as located on the [Utah Division of Purchasing's forms webpage](#).

1. Renewals and Timeframes

- **Avoid Renewals When Possible:** Renewal options on contracts are discouraged because they create administrative burdens, and the contract will expire if not signed on time. If funding is a concern, standard terms already allow for cancellation if funding is lost.
- **Watch the Clock:** You must fully sign and execute renewal amendments before the end of business on the contract's current expiration date. If you miss this deadline, the contract expires and State Purchasing will deny the pending amendment.
- **Term Limits:** Do not renew a contract for longer than the time approved on the original contract. In rare cases where an extra renewal is justified, you must contact State Purchasing for approval *before* processing the amendment.

2. Part 8 Form

The Part 8 Form is a formal permission document required for specific types of contract amendments. These changes cannot be completed without a signed Part 8 form.

When is a Part 8 Form Required?

You must have a signed Part 8 form to do any of the following:

- **Add Products or Services:** The Part 8 Form is used when you need to cover additional products or services in an existing contract. (*Note: These additions must have been allowed under the original solicitation*).
- **Add Funds:** The Part 8 Form is used when changes in the cost merit changes to the contract amount.

- **Extend the Contract:** The Part 8 Form is used when you need to extend the contract for a short period because the solicitation or negotiations held up the execution of a new contract. *(Note: Extending a contract is subject to Utah Code 63G-6a-802.7).*

Rules for Processing and Part 8 Form Submission

- **Respect the Limits:** The amendment's contract total and the contract period cannot exceed the dollar amount or contract period approved in the Part 8 Form.
- **Emailing State Purchasing:** The approved Part 8 Form must be included with the amendment when the amendment is sent to State Purchasing.
- **Keep it Separate:** The Part 8 Form should not be a formal attachment to the contract. Instead, it should be included as a separate attached document on the email.

3. Governing Contract Term

Generally, the Contract Period must not be renewed for longer than the time approved on the original contract. In the rare case when an agency needs an extra renewal period not allowed by the contract and has good justification for an extra renewal period, the agency must contact State Purchasing for approval prior to processing an amendment.

4. Contract Period

Contract Period Changing

If the Contract Period is authorized to change, the Contract Period lines must reflect the changes that will occur. For example, if the contract currently ends on July 31, 2026, and it is being extended three months using the authority granted in a Part 8, the contract period fields should read:

Original Starting Date: 11/30/2021

Current Ending Date: 11/30/2026

New Ending Date: 02/28/2027

The Contract Period should not be left blank. When the “New Ending Date” is left blank, the amendment will be held by State Purchasing until the conflict is resolved.

Contract Period – No Changes

If there are no Contract Period changes, the current ending date and the new ending date should match. For example, if the contract currently ends on July 31, 2028, with no changes to the end date, the contract period fields should read:

Original Starting Date: 01/01/2024
Current Ending Date: 07/31/2029
New Ending Date: 07/31/2029

Another option would be to list “NA” on the “New Ending Date” line. Do not leave the new ending date blank or the amendment could be held until the conflict can be resolved.

5. Contract Amounts

Contract Amount Changing

If the Contract Amount is changing, the Contract Amount lines must be changed. For example, if the contract was for \$100,000 and you are adding \$20,000 to the contract, the amendment amount lines would read as follows:

Current Contract Amount: \$100,000
Amendment Amount: \$20,000
New Contract Amount: \$120,000

The new contract amount must not be left blank when money is being added to the contract. Ensure that the amounts are correctly added together or the amendment may be held until the error is resolved.

Contract Amounts with No Changes

If no money is to be added or removed during the amendment process, the contract amounts should be listed in the amendment. The new contract amount should either restate the current contract amount, or it should state “NA.” For example, if the contract was for \$100,000 and no money is being added the amendment amount lines would read as follows:

Current Contract Amount: \$100,000
Amendment Amount: \$ 0
New Contract Amount: \$100,000

If preferred, write "NA" on the new contract amount line. Never leave the new contract amount blank.

6. Contract Totals and Math Errors

The ending contract total from the previous amendment, or, if this is the first amendment, the contract total from the original contract should be carried forward as the current contract amount on the current amendment. List the additional funds to be added on the amendment amount line. Add the two amounts and list the sum on the new contract amount line. Double check the math on amendments.

7. Cost Details

Contracts need to have reasonable cost details for any money added in an amendment. If the unit costs are the same as the original contract, such as a price list or hourly rates, then no additional information would need to be identified. Cost Details would be listed under Other Changes, or within an attachment to the Amendment.

8. Other Changes Section

Use this area to list any changes unrelated to time or money, such as unit price changes, budget updates, contractor name/ownership changes, or attached documents. If you are adding money, you must include reasonable cost details here or in an attachment. If there are no other changes, explicitly write "No change."

9. Attachments

You must officially list all attached documents in the Other Changes section, otherwise, they are not legally part of the contract.

- **New Attachments:** Must have a unique title and title "numbering" from any previous attachments.
- **Replacement Attachments:** Must use the same title as the document they are replacing (for example: "Attachment B-1 is replacing Attachment B").

10. Terms and Conditions

Standard terms generally should not change. If a contractor requests a change, contact State Purchasing. Any changes must match the original solicitation, be carefully evaluated, and receive approval from your Assistant Attorney General and State Purchasing.

11. Confidential or Proprietary Information

The following cannot be confidential or proprietary: the contract, amendment, terms, pricing, sales orders, or invoices. On these pages, remove or change any headers, footers, or cover pages that claim they are confidential.

12. Formatting, Edits, and Signatures

- **Effective Date of Amendment:** This is the exact date the changes take effect. This date can be when the renewal starts, when a new price list goes live, or when you start buying the new products. You must fill this out and should generally cannot be backdated.
- **Handwritten Changes:** Both parties must initial any visible or handwritten edits to prevent unauthorized changes. Minor fixes, like accounting code corrections, do not require initials.
- **Multiple Pages:** If your form extends beyond one page, adding a header or footer that states the contracting parties followed by the contract and amendment number (for example: "Agency Name and Contractor Name: Contract [#], Amendment [#]"). This helps keep the contract amendment organized and connected.
- **Signatures:** The entire signature block must fit on a single page. If signatures are isolated on their own page, State Purchasing requires the Contract [#], Amendment [#] be stated on the signature block page. If they are not listed, to protect the document's integrity, the contract will be returned for rewrite and new signatures.

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