**Contract Amendment Guidelines**

This document provides guidelines when preparing a Contract Amendment. Also, attached is a SAMPLE Amendment Form with information about filling in each field.

**1. Renew Contracts Timely:** If a contract has renewal options, the contract should be renewed prior to the current contract expiration date. Please review Purchasing’s “Contract Renewal Policy” on the “Purchasing Forms” website. It is the best practice to renew timely.

 For renewals that are processed after the contract expires, there is a 30 day grace period for renewing contracts. Contracts renewed between 31-90 days past the contract end date must have written justification and have a memo signed by a Director. Contracts that are not renewed within 90 days will lose their renewal options, and a new procurement must be completed for future purchases.

**2. Renewal Options:** On existing contracts, please renew the contract for all remaining renewal options, or send a Memo to State Purchasing explaining why the contract should be renewed for a shorter period.

 **The original contract governs how many years the contract can be renewed.** 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 prior to processing an amendment for approval.

**3. Contract Period – Changing the End Date:** If the Contract Period is changing, the Contract Period would be changed as shown in the example below:

 **Contract Period:**

 1/1/2013 (original starting date)

 12/31/2015 (current ending date)

 12/31/2017 **new ending date**

 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 Purchasing has email approval from the contractor and the agency to add “N/A” to the line, if there are no changes.

**4. Contract Period – No Changes:** If no changes will be made to the Contract Period on an amendment, the current ending date and the new ending date should match as shown in the example below:

 **Contract Period:**

 1/1/2013 (original starting date)

 12/31/2017 (current ending date)

 12/31/2017 **new ending date**

 **Second Option:** Another option would be to list “N/A” or “No change” on the **new ending date** line. Do not leave the **new ending date** blank.

**5. Contract Amounts – Changing the Contract Amount:** If the Contract Amount is changing, the Contract Amount would be changed as shown in the example below:

 **Contract Amount:**

 $100,000 (current contract amount)

 20,000 (amendment amount)

 $120,000 **new contract amount**  [Note: Add current amount to amendment amount]

 The **new contract amount** should not be left blank, since an amount could be added, after the amendment was signed. When the contract amounts are left blank, the amendment will be held by State Purchasing until Purchasing has email approval from the contractor and the agency to add “N/A” to the line, if there are no changes.

**6. Contract Amounts – No Changes:** If no money is being added or removed during the amendment process, the contract amounts should be listed on the amendment as shown in the example below:

 **Contract Amount:**

 $100,000 (current contract amount)

 -0- (amendment amount)

 $100,000 **new contract amount**  [Note: Add current amount to amendment amount]

 **Second Option:** Another option would be to list “N/A” or “No change” on the **new contract amount** line. Do not leave the **new contract amount** blank.

**7. 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.

**8. Other Changes:** Any changes other than the Contract Period or the Contract Amount would be listed under the Other Changes Section. This would include any attachments to the amendment, unit price changes, budget changes, contractor name or ownership changes, etc. If there are no additional changes, list “No change” in this Section.

**9. 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.

**10. Attachments:** List all attachments that will apply and are attached to the amendment in the Other Changes Section. If a document is only “clipped” to the amendment but it is NOT listed in the Other Changes Section, it is not legally a part of the contract.

 Attachments that replace previous attachments should have the same Attachment Title as the previous attachment; although, the Attachment Title could be Attachment B-1 (or “Attachment B (Revised)”) for a previous Attachment B. The title must be listed in the Attachment Header. Sample wording under Other Changes for a revised attachment is: “Attachment B-1 is replacing Attachment B.”

 If the attachment is NOT replacing a previous attachment, the attachment must have a unique Attachment Title from previous attachments that have been added in the contract.

**11. Terms and Conditions:** Normally there will not be changes made to the State Terms and Conditions or to the Contractor’s Terms and Conditions, if applicable, after the original contract is processed. If contractor requests changes to the original terms and conditions, the agency should contact State Purchasing for guidance. Any changes made to the State Terms and Conditions or to the Contractor’s Terms and Conditions: 1) must be in conformity to the requirements in the original solicitation; 2) must be evaluated carefully; and 3) must be approved by the agency’s Assistant Attorney General and by State Purchasing.

**12. Confidential or Proprietary Information:** The following cannot be listed as confidential or proprietary in State contracts or amendments: the contract or amendment document, terms and conditions, pricing, sales orders, or invoices. Watch for headers, footers, cover page notes, or clauses that identify the documents as confidential or proprietary, and have the notation deleted or changed.

**13. Effective Date of Amendment:** The Effective Date of Amendment is the date that the changes listed in the amendment become effective. The Effective Date of Amendment would be: 1) the date that the renewal period starts, or 2) the date that a new price list will be effective, or 3) when the agency will start procuring the products or services listed in the amendment, etc. The Effective Date of Amendment must be filled in and should not be backdated unless Section 1 above applies.

**14.** **Multiple Pages:** If the amendment form extends to multiple pages, add a header or footer on the additional pages identifying the contract and amendment numbers. It may be beneficial to also identify the agency and contractor.

 A sample header would be:

 “Department of Administrative Services and ABC Company: Contract 156001, Amendment 1”

**15. Sole Source:** If there is a new Sole Source processed to cover additional products or services in an existing contract, the approved “Sole Source Request Form” must to be included with the amendment when the amendment is sent to State Purchasing. The “Sole Source Request Form” should not be a formal attachment to the contract, but it should be included as backup information with the amendment. The contract total and/or the contract period should not go over the dollar amount or contract period approved in the Sole Source Request, unless approved in writing by State Purchasing.

**16. Handwritten/Visible Changes:** Handwritten and visible changes must be initialed by both parties, except for minor changes, such as accounting code corrections or contract number corrections. Sometimes, during the signature process, a contractor makes a handwritten change to the contract, and the agency is unaware that the change was made.

**17. White-Out:** White-out must not be used on amendments. One cannot tell whose white-out changes are the last changes, or who actually made the changes. Changes to amendments should be visible changes and initialed by both parties.

**18. Signatures:** The signature block must be on one page. Do not have one or two signatures isolated on a separate page, as there is a potential for integrity problems with the amendment. When the signatures on an amendment are split between two pages, State Purchasing will return the contract to the agency to have the amendment re-written and routed for new signatures.

(Revised 7/30/15)

**STATE OF UTAH**

**CONTRACT AMENDMENT**

**AMENDMENT** # [Type the amendment number] To **CONTRACT** # [Type the contract number]



TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah,

[List Department and list Division, if applicable] referred to as State Entity and, [List Contractor’s Name] , referred to as Contractor.

**THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:**

1. **Contract period:**

|  |  |  |
| --- | --- | --- |
| [List the effective date of the original contract]  |  | (original starting date) |
|  |  |  |
| [List the ending date on the last amendment, or if this is the first amendment, list the ending date on original contract] |  | (current ending date) |
|  |  |  |
| [List the new ending date that will apply. If no change, list the current ending date from above. DO NOT leave this field blank.]  |  | **new ending date** |

2. **Contract amount:**

|  |  |  |
| --- | --- | --- |
| [List the new contract amount from the last amendment or, if this is the first amendment, list the amount on original contract.] |  | (current contract amount) |
|  |  |  |
| [List the amount the agency is adding to the contract with this amendment.] |  | (amendment amount) |
|  |  |  |
| [Add the above two amounts for the new total. **This is an accumulated total for the full contract period.** DOUBLE CHECK the math. DO NOT leave this field blank.] |  | **new contract amount** |
|  |  | add current amount to amendment amount |

3. **Other changes:** (attach other sheets if necessary):

|  |
| --- |
| [List any additional changes to the contract. This may include: 1) listing any attachments to the amendment; 2) listing price increases; 3) listing name or ownership changes for the contractor; and 4) listing any other changes to the contract. **If there are no additional changes, list “NONE” in this section.** DO NOT leave this field blank.]  |

4. **Effective Date of Amendment**: [The Effective Date should be the date the amendment period starts and before work listed in the amendment begins. DO NOT leave this field blank.] \_

All other conditions and terms in the original contract and previous amendments remain the same.

IN WITNESS WHEREOF, the parties sign and cause the amendment to be executed.

**CONTRACTOR STATE**

 \_\_\_                     \_\_\_\_

Contractor's signature Date Agency's signature Date

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

Type or Print Name and Title Director, Division of Purchasing Date

Division of Finance

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | [List the person in the agency who is processing the amendment.]\_\_\_\_ \_\_ \_\_ |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Agency Contact Person |  Telephone Number | Fax Number | Email |

 (Revision 12 February 2015)

[**Note for Multiple Pages:** If the amendment extends past one page, add a header or footer on the additional pages identifying the contract and amendment numbers. It may be beneficial to also identify the contractor and agency names. The signature block may not be divided between two pages.]

 [SAMPLE Amd Prepared: 07/17/15]