# AMENDMENT COVER SHEET

WORK ORDER AMENDMENTS

(Minn. Stat. §§ 16C.05, subd. 2(c), 16C.08, subd. 2 and 3)

**Instructions:**

1. Complete this form for contract amendments that extend the end date of a contract, add/reduce work and money, or change any other term or condition of the contract.
2. Attach this form to the amendment when it is presented to the Department of Administration for approval. **Please always include copies of the original certification form for the work order contract and master contract, the original master contract and work order contract, and any previous amendments as these are used for reference.**
3. Make sure that you are using the updated amendment template where the State Agency signature block reaffirms applicable sections of 16C.08, subdivisions 2 and 3.
4. Admin will retain this cover sheet for its files.

<table>
<thead>
<tr>
<th>Agency:</th>
<th>Name of Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current contract term:</td>
<td>Project Identification:</td>
</tr>
</tbody>
</table>

Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under section 16C.03, subdivision 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.

Complete Appropriate Box(es) for the amendment submitted.

<table>
<thead>
<tr>
<th>1. Amendment to the end date of the work order contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed New End Date:</td>
</tr>
<tr>
<td>Why is it necessary to amend the end date?</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Amend Duties and Cost □</th>
<th>Amend Duties Only □</th>
</tr>
</thead>
<tbody>
<tr>
<td>2a. If cost is amended, insert amount of original work order contract AND amount of each amendment below:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Amendment to change other terms and conditions of the work order contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Describe the changes that are being made:</td>
</tr>
</tbody>
</table>
INSTRUCTIONS: 1) FILL IN ALL BLANKS AND DELETE ALL INSTRUCTIONS. INSTRUCTIONS ARE IN BLOCK PRINT. 2) IF YOUR CONTRACT HAS EXPIRED: CONTACT YOUR AGENCY’S CONTRACT COORDINATOR IMMEDIATELY. 3) SUBMIT TO OSP FOR FINAL SIGNATURE ALONG WITH THE AMENDMENT COVER SHEET (REPLACES PRIOR AMENDMENT PRE-APPROVAL FORM.)

This amendment is by and between the State of Minnesota, through its Commissioner of [INSERT AGENCY NAME] (“State”) and [CONTRACTOR’S FULL LEGAL NAME AND ADDRESS] (“Contractor”).

Recitals

1. The State has a Work Order Contract with the Contractor identified as [INSERT CONTRACT NUMBER OR OTHER IDENTIFYING INFORMATION (EXAMPLE, “Dated _______” OR “SWIFT Contract Number”) (“Original Work Order Contract”) to provide [GIVE A BRIEF DESCRIPTION OF SERVICES PROVIDED UNDER THE ORIGINAL CONTRACT].

2. [EXPLAIN WHY THE AGREEMENT IS BEING AMENDED].

3. The State and the Contractor are willing to amend the Original Work Order Contract as stated below.

Work Order Contract Amendment

In this Amendment, changes to pre-existing Work Order Contract language will use strike through for deletions and underlining for insertions.

[THE FOLLOWING IS A SAMPLE AMENDMENT. BE SURE TO CLEARLY INDICATE WHAT IS BEING ADDED/DELETED. AMENDMENTS ALTERING COST WITHOUT CHANGING THE DUTIES WILL REQUIRE EXPLANATION. ONE WAY TO DO THIS IS BY STRIKING OUT INFORMATION YOU WANT DELETED AND UNDERLINING THE INFORMATION YOU ADD. YOU WILL NEED TO MODIFY THIS FORM FOR YOUR NEEDS.]

REVISION 1. Clause 1. “Term of Contract” is amended as follows:

1.1 Effective date: June 1, 2006, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
   The Contractor must not begin work under this contract until this contract is fully executed and the Contractor has been notified by the State’s Authorized Representative to begin the work.

1.2 Expiration date: December 31, 2007, March 15, 2008, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

REVISION 2. Clause 2. “Contractor’s Duties” is amended to add:
   Contractor shall perform the additional duties as detailed in Revised Exhibit B, which is attached and incorporated into this contract.

REVISION 3. Clause 3.1(a) “Compensation” is amended as follows:

(a) Compensation. The Contractor will be paid in accordance with the breakdown of costs as set forth in Revised Exhibit B.

REVISION 4. Clause 3.1(c) “Total Obligation” is amended as follows:

(c) Total Obligation. The total obligation of the State for all compensation and reimbursements to the Contractor under this work order contract will not exceed $350.00 $500.00.

[IN THE EVENT YOUR AMENDMENT CAUSES THE CONTRACT TO EXCEED $50,000.00, YOU MUST ADD THE FOLLOWING CONTRACT LANGUAGE, UNLESS IT WAS IN THE MASTER CONTRACT OR THE ORIGINAL WORK

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ORDER CONTRACT. IN ADDITION TO ADDING THE CLAUSE, NUMBER THE ADDED CLAUSE SO AS TO BE CONSISTENT WITH THE EXISTING WORK ORDER CONTRACT, REPLACING THE “#” AS FOUND BELOW.]

REVISION 5. The following clause is added to the Work Order Contract:

# Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053)

The following term applies to any contract for which the value, including all extensions, is $50,000 or more: Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

[IN THE EVENT YOUR AMENDMENT CAUSES THE CONTRACT TO EXCEED $50,000.00, YOU MUST ADD THE FOLLOWING CONTRACT LANGUAGE, UNLESS IT (OR THE IMMIGRATION STATUS FORM) WAS IN THE MASTER CONTRACT OR THE ORIGINAL WORK ORDER CONTRACT. IN ADDITION TO ADDING THE CLAUSE, NUMBER THE ADDED CLAUSE SO AS TO BE CONSISTENT WITH THE EXISTING WORK ORDER CONTRACT, REPLACING THE “#” AS FOUND BELOW.]

REVISION 6. The following clause is added to the Work Order Contract:

# E-Verify Certification (In accordance with Minn. Stat. § 16C.075)

For services valued in excess of $50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at: http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc.

[IN THE EVENT YOUR AMENDMENT CAUSES THE CONTRACT TO EXCEED $100,000.00, YOU MUST ADD THE FOLLOWING CONTRACT LANGUAGE, UNLESS IT WAS IN THE MASTER CONTRACT OR THE ORIGINAL WORK ORDER CONTRACT. NUMBER THE ADDED CLAUSE SO AS TO BE CONSISTENT WITH THE EXISTING WORK ORDER CONTRACT, REPLACING THE “#” AS FOUND BELOW.]

REVISION 7. The following clause is added to the Work Order Contract:

# Affirmative Action Requirements for Contracts in Excess of $100,000 and the Contractor has More than 40 Full-time Employees in Minnesota or its Principal Place of Business.

The State intends to carry out its responsibility for requiring affirmative action by its Contractors.

#.1 Covered Contracts and Contractors. If the Contract exceeds $100,000 and the contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

#.2 Minn. Stat. § 363A.36. Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

#.3 Minn. R. Parts 5000.3400-5000.3600. (A) General. Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for
addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

(B) **Disabled Workers.** The Contractor must comply with the following affirmative action requirements for disabled workers.

1. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

3. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

5. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minnesota Statutes Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

(C) **Consequences.** The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.

(D) **Certification.** The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

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**[IN THE EVENT YOUR AMENDMENT CAUSES THE CONTRACT TO EXCEED $500,000.00, YOU MUST ADD THE FOLLOWING CONTRACT LANGUAGE, UNLESS IT WAS IN THE ORIGINAL CONTRACT. NUMBER THE ADDED CLAUSE SO AS TO BE CONSISTENT WITH THE EXISTING CONTRACT, REPLACING THE “#” AS FOUND BELOW.]**

**REVISION 8.** The following clause is added to the contract:

**Subcontractor Reporting**

If the total value of this contract may exceed $500,000, including all extension options, Contractor must track and report, on a quarterly basis, the amount spent with diverse small businesses. When this applies, Contractor will be provided free access to a portal for this purpose, and the requirement will continue as long as the contract is in effect.

Except as amended herein, the terms and conditions of the Original Work Order Contract and all previous amendments remain in full force and effect. [IF THE ORIGINAL WORK ORDER CONTRACT HAS EXPIRED, CONTACT YOUR AGENCY CONTRACT COORDINATOR AS MODIFIED LANGUAGE WILL BE NEEDED HERE. IF THE WORK ORDER CONTRACT IS EXPIRED SEE THE LAST PARAGRAPH OF SECTION 8 OF THE CONTRACT MANUAL AT: http://www.mmd.admin.state.mn.us/pdf/08amendment.pdf]

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**STATE ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05.

Signed: ________________________________

**STATE AGENCY**

Individual certifies the applicable provisions of Minn. Stat. §16C.08, subdivisions 2 and 3 are reaffirmed.

By: ________________________________

(with delegated authority)
2. CONTRACTOR

The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: ____________________________________________
Title: __________________________________________
Date: __________________________________________

By: ____________________________________________
Title: __________________________________________
Date: __________________________________________

4. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: ____________________________________________
Date: __________________________________________