# AMENDMENT COVER SHEET

**(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 sending to the Department of Administration for approval. **Please always include copies of the original certification form, solicitation document, single source justification, the original contract, and any previous amendments as these are used for reference.**
3. Admin will retain this cover sheet for its files.

**Agency**: **Name of Contractor**:

**Current Contract Term**: **Project Identification**:

*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 Minn. Stat. § 16C.03, subd. 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.*

**What changes are being made to the to the contract? Complete appropriate box(es) for the amendment submitted.**

1. [ ]  **Amendment to the Expiration Date of the contract**
	1. Proposed New Expiration Date:
	2. Why is it necessary to amend the Expiration Date?
2. [ ]  **Amend Duties and Cost** [ ]  **Amend Duties Only**
	1. Describe the amendment:
	2. If cost is amended, insert the amount of the original contract AND amount of each amendment below:
3. [ ]  **Amendment to change other terms and conditions of the contract:**
	1. Describe the changes that are being made:

**Instructions:** Instructions for completing this form are in **red**. Fill in every blank and **delete all instructions** before sending this to the Contractor.

# Amendment [#] to SWIFT Contract No. [######]

Contract Effective Date: Total Contract Amount:

Original Contract Expiration Date: Original Contract:

Current Contract Expiration Date: Previous Amendment(s) Total:

Requested Contract Expiration Date: This Amendment:

This amendment is by and between the State of Minnesota, acting through its Example: “Commissioner of [insert name of agency or board]” or “Director of [insert name]” (“State”) and [Contractor] whose designated business address is [Contractor’s business address] (“Contractor”). State and Contractor may be referred to jointly as “Parties.”

## Recitals

**Instruction:** Modify the Recitals section as necessary to address the specifics of the contract history. The text below is sample language that may be used when the contract was solicited.

1. The State has a contract with the Contractor identified as [Insert contract number or other identifying information. Example: “Dated [insert date]” or “SWIFT Contract Number”] (“Original Contract”) to provide [Give a brief description of services provided under the Original Contract].
2. [Explain **why** the Original Contract is being amended].
3. The State and the Contractor are willing to amend the Original Contract as stated below.

## Contract Amendment

**Instructions:** The following is a sample amendment for the standard Professional/Technical contract. You will need to modify this form for your needs. **Refer to your original contract to ensure you are using the exact contract language.**

Be sure to clearly indicate what is being added/deleted. Amendments altering cost without changing the duties will require explanation. Strike through information you want deleted and underline information you want to add.

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

### REVISION 1. Clause 1. “Term of Contract” is amended as follows [use the “as follows” phrase if you are amending language in the existing clause]:

1. **Term of Contract**

1.1 Effective date. March 15, 2019, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 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. ~~March 14, 2021~~ March 14, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first. The contract may be extended for up to an additional 2 years 1 year, in increments as determined by the State, through a duly executed amendment.

REVISION 2. Clause 2. “Contractor’s Duties” is amended to add [use the “to add” phrase if you are adding new language to the existing clause]:

 Contractor shall perform the additional duties as detailed in Exhibit E.

### REVISION 3. Clause 5.1 “Consideration” is amended as follows:

5.1 Consideration. The State will pay for performance by the Contractor under this Contract as follows:

5.1.1 Compensation. The Contractor will be paid in accordance with the breakdown of costs as set forth in Revised Exhibit D.

5.1.2 Total obligation. The total obligation of the State for all compensation and reimbursements to the Contractor under this Contract will not exceed ~~$15,000.00~~ $23,500.00.

### REVISION 4. Clause 7. “Exhibits” is amended as follows:

7. **Exhibits**

The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits, or between Exhibits, the order of precedence is first the Contract, and then in the following order:

Exhibit A: Contract Terms

Exhibit B: Insurance Terms

Exhibit C: Specifications, Duties, and Scope of Work

Revised Exhibit D: Price and Payment Schedule

Exhibit E: Additional Duties

[**In the event your amendment causes the contract to exceed $50,000.00**, you must add the following contract language to Exhibit A: Contract Terms, unless it was in the original contract. In addition to adding the clause, number the added clause so as to be consistent with the existing contract, replacing the “#” as found below.]

REVISION 5.The following clause is added to Exhibit A: Contract Terms:

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

If the value of this Contract, 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.

REVISION 6.The following clause is added to Exhibit A: Contract Terms:

**# 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. 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>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

[**In the event your amendment causes the contract to exceed $100,000.00**, you must add the following contract language to Exhibit A: Contract Terms, unless it was in the original contract. In addition to adding the clause, number the added clause so as to be consistent with the existing contract, replacing the “#” as found below.]

REVISION 7. The following clause is added to Exhibit A: Contract Terms:

**# Affirmative Action Requirements**

[Insert language from the P/T contract template.]

[**In the event your amendment causes the contract to exceed $500,000.00**, you must add the following contract language to Exhibit A: Contract Terms, unless it was in the original contract. In addition to adding the clause, 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 Exhibit A: Contract Terms:

**# Diverse Spend Reporting.**

If the total value of the Contract may exceed $500,000, including all extension options, Contractor must track and report, on a quarterly basis, the amount paid to diverse businesses both: 1) directly to subcontractors performing under the Contract, and 2) indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from this Contract compared to Contractor’s overall revenue). When this applies, Contractor will register in a free portal to help report the Tier 2 diverse spend, and the requirement continues as long as the Contract is in effect.

The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

**State Encumbrance Verification**

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

Print Name:

Signature:

Title: Date:

SWIFT Contract No.

**Contractor**

*The Contractor certifies that the appropriate person has executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.*

Print Name:

Signature:

Title: Date:

**State Agency**

*With delegated authority*

Print Name:

Signature:

Title: Date:

**Commissioner of Administration**

*As delegated to The Office of State Procurement*

Print Name:

Signature:

Title: Date:

Admin ID: