

SIMPLE PRICE/RATE ADJUSTMENT

THIS AMENDMENT #___ OF THE AGREEMENT (the "Amendment") is made and entered into on the last date signed below, by and between **THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES ("FIU")**, and _____, ("Contractor").

WHEREAS, FIU and Contractor entered into that certain agreement dated _____, as it may have been renewed and/or amended (collectively, the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement, as set forth below.

NOW THEREFORE, for and in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

WITNESSETH

1. Recitals. The above recitals are true and correct and incorporated herein.

2. Competitive solicitation. The Agreement:

- was entered into as a result of a competitive solicitation, _____.
- was NOT entered into as a result of a competitive solicitation

3. Effective Date. The Effective Date of this Amendment (*choose one*):

- is the date this Amendment is signed.
- is a future date: _____.
- was a date in the past: _____.

4. Pricing/Rates. The parties agree to modify the pricing/rates as follows (*choose one*):

- Fixed Price.** The price shall be _____ (\$ _____):
 - for the remainder of the _____.
 - for the full completion of the remainder of the Services.
 - other: _____
- Rate.** The rate shall be _____ (\$ _____) per _____.
- Other:** _____

5. **Ratification.** Except as modified hereby, all of the terms, covenants and conditions of the Agreement shall remain in full force and effect and are hereby ratified and affirmed.
6. **Conflict.** In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.
7. **Capitalized Terms.** All capitalized terms used herein but not expressly defined herein shall have the meaning ascribed thereto in the Agreement.
8. **Compliance with Laws.** In the performance of the Agreement, Contractor shall, at its own expense, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances and all other governmental requirements. Contractor has and will at all times maintain all applicable governmental permits, licenses, consents, and approvals necessary to perform its obligations under the Agreement.
9. **Public Records.** Contractor shall comply with all applicable requirements of the Public Records Laws, particularly if Contractor is a “Contractor” as defined under § 119.0701, F.S.: (a) Keep and maintain public records required by FIU to perform the service; (b) Upon request by FIU, provide the public with access to public records on the same terms and conditions that FIU would provide the records and at a cost that does not exceed the cost provided in the public records laws, or as otherwise provided by law; (c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to FIU all public records in possession of Contractor upon termination of the Agreement (or upon request by FIU) and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to FIU in a format that is compatible with FIU’s information technology systems. FIU may unilaterally cancel the Agreement for Contractor’s refusal to allow public access to all public records that were made or received in conjunction with the Agreement. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119 TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 348-1377, recordsmanagement@fiu.edu, BY MAIL AT 11200 S.W. 8th ST., GL 460, MIAMI, FLORIDA 33199.**
10. **No counterparts; Signatures.** This Amendment may not be executed in counterparts. This Amendment may be signed electronically and such electronic signatures shall constitute an original for all purposes. The parties represent and warrant that any person signing the Amendment electronically has the authority to do so and that such electronic signature shall be sufficient to bind Contractor. This Amendment shall be considered signed if/when a party’s signature is delivered by facsimile or e-mail transmission of a “.pdf” format date file, including via DocuSign. Such signature via DocuSign shall be treated in all respects as having the same force and effect as an original signature.

[SIGNATURES ON THE FOLLOWING PAGE]

The duly authorized representatives of the parties have affixed their signatures as of dates set forth below.

FOR THE CONTRACTOR:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

FOR FIU:

THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES

BY: _____

NAME: _____

TITLE: _____

DATE: _____