

**AMENDMENT & 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 UNIVERSITY OF WEST FLORIDA BOARD OF TRUSTEES ("UWF")**, and \_\_\_\_\_, ("Contractor").

**WHEREAS**, UWF 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, and make other modifications as set forth herein.

**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. Pricing/Rates.** The parties agree that the pricing/rates shall be as follows (*choose one*):

- Rate.** As of the Effective date, the Services shall be provided at the rate of \_\_\_\_\_ (\$ \_\_\_\_\_) per \_\_\_\_\_.
- Fixed Price.** The total price for \_\_\_\_\_ shall be \_\_\_\_\_ (\$ \_\_\_\_\_).
- Other.** As of the Effective date, the price is set forth as follows:

**4. 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: \_\_\_\_\_.

5. **Amendment(s).** In addition to the price adjustment detailed in paragraph 3 above, the parties agree to modify the Agreement as follows:
6. **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.
7. **Conflict.** In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.
8. **Capitalized Terms.** All capitalized terms used herein but not expressly defined herein shall have the meaning ascribed thereto in the Agreement.
9. **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.
10. **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 UWF to perform the service; (b) Upon request by UWF, provide the public with access to public records on the same terms and conditions that UWF 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 UWF all public records in possession of Contractor upon termination of the Agreement (or upon request by UWF) and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to UWF in a format that is compatible with UWF’s information technology systems. UWF 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 (850) 474-3420,  
[gcfrofrontdesk@uwf.edu](mailto:gcfrofrontdesk@uwf.edu), BY MAIL AT 11000 UNIVERSITY  
PKWY, FLORIDA 32514.**

- 11. 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.
- 12. E-Verify.** The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Agreement, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Agreement. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the UWF within five (5) days of Agreement execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the UWF's obligation to terminate the Agreement if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The UWF will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Agreement should the UWF have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

**[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 UWF:**

**THE UNIVERSITY OF WEST FLORIDA BOARD OF TRUSTEES**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_