

[REDACTED]

AGREEMENT FOR SERVICES
(for Services <\$50,000 requiring single payment after services rendered)

THIS AGREEMENT FOR SERVICES (“Agreement”) is entered into on the date fully executed below between [REDACTED] located at [REDACTED] (“Vendor”) and The Florida International University Board of Trustees, on behalf of [REDACTED], located at [REDACTED]. The parties agree as follows:

1. SERVICES. The Vendor is an independent contractor and assumes full responsibility for completion of the following services: *(describe services in detail with deliverables and deadlines below, if not enough space, continue on a separate page and label as “Exhibit A.”)*

[REDACTED]

The Vendor will commence performance of this Agreement on [REDACTED] or the date this Agreement is executed by all parties, whichever is later. Performance will continue until [REDACTED] or until performance is complete, whichever is later.

Vendor will provide proof of an adequate amount of insurance, acceptable to FIU, prior to rendering services pursuant to this Agreement, and Vendor will maintain such insurance for the duration of the Agreement. Minimal insurance required is:

[REDACTED]

2. PAYMENT: FIU will pay Vendor an all-inclusive fee of \$ [REDACTED], OR an all-inclusive fee not to exceed \$ [REDACTED]; and payment will be made after services have been fully rendered.

Vendor shall submit invoice for fees or other compensation for services or expenses in detail sufficient for a proper preaudit and postaudit. FIU will make payment in accordance with Florida Administrative Code Rule 6C8-7.032 Prompt Payment, which states the Vendor’s rights as a Vendor and FIU’s responsibilities concerning interest penalties and time limits for payment of invoices. Upon receipt, FIU has five (5) business days to inspect and approve the goods or services. If a payment is not issued within 40 days of receipt of a proper invoice and receipt and inspection and approval of the goods and services, FIU will pay to the Vendor, in addition to the amount of the invoice, an interest penalty at the rate established pursuant to Section 55.03(1) F.S., provided the interest penalty is in excess of one dollar (\$1.00). A Vendor Ombudsman has been established within the Office of Business and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment from FIU. The Vendor Ombudsman may be contacted at (305) 348-2101.

Vendor will cooperate with FIU and provide specific records and/or access to all of the Vendor’s records related to this Agreement for purposes of conducting an audit or investigation. University will provide Vendor with reasonable notice of the need for such.

Vendor will supply FIU with a complete and accurate W-9; if Vendor fails to supply FIU with a complete and accurate W-9, the invoice will be deemed insufficient for payment until such information has been provided. Vendor will also supply FIU with Vendor’s FEID/Social Security Number upon request.

2. GOVERNING LAW. This Agreement is governed by the laws of the state of Florida. Venue for all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal courts located in Miami-Dade County, Florida.

3. ASSUMPTION OF RISK. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.

4. TERMINATION. FIU may terminate this Agreement upon written notice. A termination penalty may not be charged to FIU. FIU shall be liable only for payment for goods provided or services rendered and accepted prior to the effective date of termination. FIU may cancel this Agreement for refusal by the Vendor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119 and made or received by the Vendor in conjunction with this Agreement.

5. CERTIFICATION. In accordance with Section 112.3185, Florida Statutes, the Vendor hereby certifies that to the best of

Vendor's knowledge and belief no individual employed by Vendor or subcontracted by Vendor has an immediate relation to any employee of FIU who was directly or indirectly involved in the procurement of the services. Violation of this section by Vendor shall be grounds for cancellation of this Agreement by FIU. The Vendor also certifies the Vendor's directors and/or principal officers are not employed by or affiliated with FIU.

6. PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date being placed on the convicted vendor list. By entering into this Agreement, Vendor is certifying that Vendor is not on any convicted vendor list.

7. CONFIDENTIALITY OF INFORMATION. If Vendor is exposed to any of FIU's confidential information as a result of providing goods and/services under this Agreement, Vendor agrees to act in accordance with any guidelines and applicable laws regarding such confidential information. Such laws include, but are not limited to FERPA, and the Gramm-Leach Bliley Act.

8. TRADEMARK OR COPYRIGHT INFRINGEMENT. Vendor will, at its expense, defend any suit brought against FIU and will indemnify FIU against an award of damages and costs made against FIU by a settlement or final judgment of a court that is based on a claim that a trademark or copyright of a third party was infringed by Vendor's performance of this Agreement; provided FIU notifies Vendor in writing of the suit or any claim of infringement within 20 days after receiving notice thereof, and further provided that Vendor is permitted to control the defense in any litigation or settlement of the suit. FIU will provide reasonable cooperation in the defense of the suit at Vendor's expense. Such defense and indemnity shall survive termination of the Agreement.

9. LICENSES. In the event either party is required to obtain any permit, license, or authorization as a prerequisite to performing its obligations under this Agreement, the cost shall be borne by the party required to obtain the permit, license or authorization.

10. RELATIONSHIP OF PARTIES. Nothing herein contained is intended, or will be construed, as creating or establishing the relationship of partners between the parties, or as constituting Vendor as the agent or representative of FIU. Vendor shall not expressly or impliedly represent to any party that Vendor and FIU are partners or that Vendor is the agent or representative of FIU for any purpose or in any manner.

11. ASSIGNMENT. Vendor may not, without the advance written approval of the University, assign this Agreement or delegate any of Vendor's duties under the Agreement.

12. AMENDMENTS. Any amendments, alterations or modifications to this Agreement must be in writing, and signed by all signatories of this Agreement to be effective.

The duly authorized representatives of the parties execute this Agreement.

Contractor/Payee Signature	Date	Accountable Officer (Dean, Dept. Head, etc.)	Date
		Accountable Officer (Dean Dept. Head, etc) (PRINT NAME)	
		Director of Purchasing	Date

I certify that the above services have been rendered; charges are appropriate considering the qualifications of the consultant, (his/her normal charges and the nature of the services to be provided); and statements shown are correct. If Contractor/Payee is an employee of the State of Florida, a dual compensation for must be attached. Otherwise, it is hereby certified that said Contractor/Payee is not an employee of the State of Florida.

Services Received	Accountable Officer (Dean, Dept. Head, etc)			
FOR CODING PURPOSES ONLY				
<u>DEPT.ID/PROJECT</u>	<u>EO</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>	<u>VENDOR</u>