

RENEWAL & PRICE/RATE ADJUSTMENT & AMENDMENT

THIS RENEWAL #___ OF THE AGREEMENT (the “Renewal”), including a price/rate adjustment and 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 renew 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. Renewal. The parties agree to renew the Agreement (the “Renewal Term”) (*choose one*):

- for _____ (____) _____.
- from _____ through _____.
- through _____.

3. 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

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

- Rate. For the Renewal Term, the Services shall be provided at the rate of _____ (\$ _____).
- Fixed Price. The total price for the Renewal Term shall be _____ (\$ _____).
- Other. For the Renewal Term, the price is set forth as follows:

5. **Effective Date.** The Effective Date of this Renewal (*choose one*):

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

6. **Amendment(s).** In addition to the price adjustment detailed in paragraph 4 above, the parties agree to modify the Agreement as follows:

7. **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.

8. **Conflict.** In the event of a conflict between the terms of this Renewal and the Agreement, the terms of this Renewal shall control.

9. **Capitalized Terms.** All capitalized terms used herein but not expressly defined herein shall have the meaning ascribed thereto in the Agreement.

10. **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.

11. **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.**

12. **E-Verify.** All terms defined in §448.095, Fla. Stat., are adopted and incorporated into this provision. Pursuant to §448.095, Fla. Stat., Contractor certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor to perform work or provide services pursuant to this Agreement, Contractor shall likewise require the subcontractor to comply with the requirements of §448.095, Fla. Stat., and the subcontractor shall provide to Contractor an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the contract. FIU may terminate this Agreement immediately upon notice to Contractor for any violation of this provision.
13. **Section 889 Compliance Certification.** Contractor certifies its compliance with § 889 of the McCain National Defense Authorization Act (prohibition against use of covered telecommunications equipment).
14. **No counterparts; Signatures.** This Renewal may not be executed in counterparts. This Renewal 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 Renewal electronically has the authority to do so and that such electronic signature shall be sufficient to bind Contractor. This Renewal 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: _____