Contract #:	
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RENEWAL & AMENDMENT

	d entered ONAL	UNIVERSITY	BOARD	OF	TRUSTEES	(" <u>FIU</u> "), and
WHE y have be	CREAS, FIU	and Contractor enter and/or amended (col	red into that celectively, the "A	ertain agre Agreemer	eement dated	, as
WH in.	EREAS, the	parties desire to renev	w the Agreemen	t, and ma	ke other modification	ons as set forth
			WITNESSET	Н		
	al. The parti for from	es agree to renew the	Agreement (the	e " <u>Renewa</u>	al Term") (choose	one):
Compe	etitive solicit	ration. The Agreeme	nt:			
			-			was
Effecti	ve Date. The	Effective Date of the	is Renewal (che	oose one):		
	is a futur	e date:	·			
	WHE y have be whin. NOV able con ows: Compe	WHEREAS, FIU y have been renewed WHEREAS, the in. NOW THEREF able consideration, tows: Recitals. The above Renewal. The partir for	WHEREAS, FIU and Contractor enter where we have been renewed and/or amended (column WHEREAS), the parties desire to renew in. NOW THEREFORE, for and in contable consideration, the receipt and sufficients: Recitals. The above recitals are true and sufficients: Renewal. The parties agree to renew the for	WHEREAS, FIU and Contractor entered into that compared to the parties desire to renew the Agreement in. NOW THEREFORE, for and in consideration of the lable consideration, the receipt and sufficiency of which was: WITNESSET Recitals. The above recitals are true and correct and incompared in the lable consideration. The parties agree to renew the Agreement (the lable consideration) in the last date signed. Competitive solicitation. The Agreement: WITNESSET Recitals. The above recitals are true and correct and incompared in the last date in the last date signed. Solution is the date this Renewal is signed. Solution is a future date: Solution in the last date signed date signed. Solution in the last date signed date signed.	WHEREAS, FIU and Contractor entered into that certain agree have been renewed and/or amended (collectively, the "Agreement where Agreement and malin." NOW THEREFORE, for and in consideration of the covenant able consideration, the receipt and sufficiency of which is here have: WITNESSETH Recitals. The above recitals are true and correct and incorporated Renewal. The parties agree to renew the Agreement (the "Renewal from	WHEREAS, FIU and Contractor entered into that certain agreement dated

Contract #:	

	Examendment(s). In addition to the price adjustment detailed in paragraph 4 above, the parties agreet modify the Agreement as follows:
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_	
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_	
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- **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 Renewal and the Agreement, the terms of this Renewal 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 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 therecords 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.

- 11. 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.
- **12. Section 889 Compliance Certification.** Contractor certifies its compliance with § 889 of the McCain National Defense Authorization Act (prohibition against use of covered telecommunications equipment).
- 13. 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-mailtransmission 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]

Contract #:

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:	