This Contract is by and between the State of Florida, Department of Management Services (Department or DMS), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and Accenture LLP (Service Provider) with an office at 2002 Old St Augustine Road, Suite E-45, Tallahassee, Florida 32301.

WHEREAS, pursuant to section 287.057(22), Florida Statute (F.S.), the Department has developed a program for online procurement of commodities and contractual services called MyFloridaMarketPlace;

WHEREAS, the Department issued Invitation to Negotiate (ITN) No.: DMS-11/12-030, received and evaluated all replies, conducted negotiations with the top two (2) scoring vendors, and came to a unanimous recommendation, which was accepted by the Secretary of the Department, that Service Provider offered the best value to the state;

WHEREAS, Service Provider has agreed to provide the services sought via the above-mentioned ITN; and

WHEREAS, DMS will enter into this contract with Accenture as the qualified Service Provider to provide MyFloridaMarketPlace services, which include the Deliverables, service level agreements and payment schedule set forth herein.

WHEREFORE, in consideration of the mutual promises contained herein, the Department and the Service Provider hereby enter into this Contract.

I. DEFINITIONS

In addition to the definitions found in Section 1.1 of the ITN, the following definitions are hereby incorporated as part of this Contract:

A. Intellectual Property:
   Process and system designs, training designs and materials, system interface designs, application architecture, system and process engineering, structures, operational procedures, templates, resource organization and usage, system support and maintenance methods and processes, and/or strategies, and any other work products created and/or modified for use in any service associated with the MyFloridaMarketPlace program. For the avoidance of doubt, Intellectual Property does not include Service Provider Technology.

B. Service Provider Technology:
   Pre-existing or independently developed computer software programs and other materials not developed pursuant to this Contract or a previous Contract with the Department or a purchase by the Department under a State Term Contract in which the Service Provider and/or its subcontractors have created, acquired, or otherwise
have rights in, used in connection with the performance of services under this contract; including but not limited to models (including, without limitation, function, process, data, use case, and event models), templates, user interface/screen designs, system interface design, concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, utilities and routines, logic, coherence, systems operation approaches, and the generalized features of the structure, sequence and organization of software in which the Service Provider and/or its subcontractors may employ, provide, modify, create, acquire or otherwise obtain rights in, in connection with the performance of services under this contract.

C. **System:**
The MFMP system includes the Ariba Suite, all interfaces, the Vendor Information Portal which includes vendor registration, vendor performance management, billing and collections, all batch processing, all report development programs, and any other systems used for processing within the MFMP program.

D. **Deliverables:**
Deliverables are Intellectual Property, as defined above in subsection A., that are subject to Acceptance under the Contract.

II. **OVERVIEW**

The Department hereby retains Service Provider per ITN No.: DMS-11/12-030 to: 1) maintain its eProcurement system, and 2) perform such other services as set forth in this Contract (collectively, the “Services”). The Services shall be provided in accordance with and subject to the terms set forth herein.

III. **EFFECTIVE DATE**

This Contract shall begin on February 1, 2013.

IV. **TERM OF THE CONTRACT AND EXPIRATION DATE**

The term of this contract is four (4) years. As such this contract will expire four (4) years after the effective date, unless renewed, cancelled earlier in accordance with the contract terms, extended or continued pursuant to Section VIII.

V. **DEPARTMENT’S RIGHT TO RENEW**

Upon notice to the Service Provider at least nine (9) months prior to expiration, the Department is entitled, at its sole option, to renew the Contract on the same terms and conditions for four (4) years. The Department will not be charged any costs for the renewal. The Department’s renewal request must be in writing and is contingent upon satisfactory performance evaluation and subject to availability of funds. The Service Provider is not obligated to renew if the Department fails to provide timely notice.
VI. CONTRACT DOCUMENTS

This Contract, together with the following attached documents, set forth the entire understanding of the parties with respect to the subject matter. In case of conflict, the terms of this Contract shall control.

Unless specifically contradicted in a document of higher precedence the hierarchy of the Contract documents is as follows:

- Attachment I. Scope of Work, Deliverables, Service Level Agreements, Optional Project Services, and Optional Infrastructure Support Transition to SSRC
- Attachment II. Price Sheet and supporting documentation
- Attachment III. Service Provider's Technical Proposal to the ITN
- Attachment IV. ITN No.: DMS-11/12-030
- Attachment V. Additional Services Beyond Contracted Operations

VII. SCOPE OF WORK

Attachment I to this Contract contains the scope of work and Deliverables applicable to this agreement. Attachment I is divided into the following scope of work Service Areas:

A. Program Management
B. Application Management (including Infrastructure Management and Support Options)
C. Vendor And Sourcing Management
D. Buyer Management
E. Help Desk Management
F. Catalog Management
G. Billing And Collections Management
H. Optional Project Services
I. Optional Infrastructure Support Transition to SSRC

Service Provider shall deliver those products and services identified for each Service Area within the relevant timeframes. Liquidated Damages for failure by Service Provider to meet or satisfy service level expectations (e.g., administrative requirements, performance guarantees, or other contract requirements) for each Service Area are specified in Attachment I.

Further, Attachment I of this contract contains Section H., Optional Project Services. The services covered in Section H. of Attachment I are made up of three separate projects that are related to the MFMP program. These projects are included as part of this contract, but are separate from the base contract operations. The Department may, in its sole discretion,
exercise its right to institute any or all of these separate projects. Pricing to institute the projects is fixed as provided in Attachment II. The parties agree that pricing may be renegotiated if there is a material change in scope of work as specified in Attachment I.

Further, Attachment I of this contract contains Section I., Optional Infrastructure Support Transition to SSRC. The revision of Service Provider scope as outlined in Section I of Attachment I represents the transition of infrastructure support services to the Southwood Shared Resource Center (SSRC). The Department may, in its sole discretion, exercise its right to terminate any or all of the Infrastructure Management and Support options that would include removing these services from the scope of work for Service Provider. Pricing reductions to remove those services is fixed as provided in Attachment II. Section I would replace Sections B.1 and B.3 which describe Application Management services, of which Infrastructure Support would have previously been a part, if the Department elects to terminate those services at some point during the contract term.

VIII. TRANSITION AND TERMINATION SERVICES

A. Transition Plans

Service Provider shall provide the following Transition Plans to the Department within the time frames identified for each:

1. Entrance Transition Plan

Within 5 days of contract execution, Service Provider shall provide to the Department its plan to effectively transition its organization to best enable Service Provider to effectively provide the services identified in this Contract.

2. End of Contract Transition Plan

Within 9 months after the date of execution of this contract Service Provider shall provide to the Department its plan to transition the services from Service Provider to either a new service provider or to the Department.

A revised End of Contract Transition Plan shall be provided to the Department 1 year prior to contract expiration. The revised plan shall be updated to include detail regarding changes in services, personnel, hardware, software, or all other items utilized by, or matters relevant to Service Provider providing the Services.

3. End of Service Area Transition Plan

In the event the Department elects to end or terminate services provided under Section VII. Scope of Work D. – G. above or to terminate Infrastructure Management and Support services ("Infrastructure Services"), Service Provider shall provide the Department with an End of Service Area Transition Plan. This plan shall be provided to the Department within 45 days from the date the Department provides notice to the Service Provider that the Department is electing to end or terminate Service Area services.
The Department has the option to end or terminate services provided under Section VII. Scope of Work D – G after the first twelve months of the contract start date. The Department has the option to end or terminate Infrastructure Services at any point after the contract start date. In order to allow for sufficient transition time for those services, the Department will notify Service Provider at least 90 days prior to the anticipated Service Area or Infrastructure Services transition or termination.

In the event the Department terminates any Service Area or Infrastructure Services, the Department will be responsible for paying Service Provider for unused portions of any software and hardware maintenance costs that were incurred as a result of such Service Area termination not coinciding with the end of a full agreement term covering that software or hardware maintenance cost. In order to be reimbursed for those unused costs, Service Provider will provide proof of such purchases by providing to the Department copies of third party contracts or purchase orders issued to the third party providers. Unused portions of the maintenance and license costs will be determined by calculating the number of days remaining under each individual agreement and dividing that number by the full number of days covered by the agreement term and then multiplying that result by the original purchase price incurred by Service Provider. Any such sums due to Service Provider will be paid within 30 days of the Service Provider submitting substantiating documentation of the purchases as outlined above.

**B. Transition Plan Contents**

Transition Plans submitted pursuant to Sections VIII.A. above shall include, at a minimum, key activities during the transition period and shall describe in detail the Respondent’s plan for:

1. Transition of resources for provider and State;
2. Knowledge transfer activities detailed by service area;
3. Technology transition including establishing relationship with SSRC;
4. Communication plan for transition;
5. Other required service operation transition services.
6. Events and milestones relevant to an effective transition, and dates and times transition events will occur and milestones will be achieved; and
7. Steps, measures and controls that will be employed by Service Provider to ensure minimal disruption of services during Transition period.

**C. Transition Assistance**
In addition to exercising an established Transition Plan, beginning 180 days prior to contract expiration or the Termination Date (the date of any termination or expiration of this Contract), and continuing up to twelve (12) months after the Termination Date, the Department is entitled to receive reasonable transition assistance services ("Transition Assistance"). The purpose of Transition Assistance is to enable a smooth transfer of the System and the Services to the Department or any service provider designated by the Department ("New Provider"). As part of the Transition Assistance, the Service Provider shall:

1. Cooperate with the Department and/or the New Provider in connection with the transfer of the System and the Services to the Department and/or New Provider;

2. Deliver to the Department and/or New Provider, upon request, whether or not previously made available to the Department:

a. All documentation created for the purposes of supporting, maintaining, upgrading, and enhancing the eProcurement system and all other systems supported under this contract, including but not limited to, system requirements and design documents (screen designs, process/data flow designs, use case models, architecture design), data dictionaries, physical and logical data models, data conversion plans, disaster recovery plans, file formats of input and out files; and system-to-system interface definitions;

b. All documentation created for the purposes of operating the MyFloridaMarketPlace program, including but is not limited to, process design documents, operational manuals and guidelines, operating procedures documents, operations schedules, lists of equipment and assets associated with system support and program operations, service metrics, and program Deliverables;

c. Training material, including but not limited to, training development components;

d. Subject to the terms and conditions of applicable license agreements, all application source code, including but not limited to, operating system scripts, language specific scripts, language specific source code, source code repositories; all configuration files and configuration settings; and all object code of systems used in MyFloridaMarketPlace data processing;

e. Explain, upon request, to the Department and/or the New Provider the then current procedures and operations Service Provider follows to provide the Services and operate the System;

f. Return Department-owned materials being utilized by Service Provider to the Department and/or New Provider;

g. Answer questions related to the transition and migration of the System or the Services on an as-needed basis; and
h. To the extent reasonable, provide such other services, functions or responsibilities that are inherent or necessary to the transition of services substantially similar to the Services or to the proper performance of the System, provided that such services, functions or responsibilities shall be limited to those that can be delivered with the then current Service Provider team staffing (including subcontractors if required).

3. **Compensation for Transition Assistance.** Transition Assistance rendered before the Termination Date of this contract shall be provided by Service Provider without any additional compensation. After the Termination Date, the price for Transition Assistance, with the exception of Section VIII.C.2. a.-d. and f., above which will be performed without any additional compensation, shall: (i) be reasonable, (ii) not exceed the Contract rates in effect at the time of transition, (iii) be established in writing between the parties at the time such services are requested, and (iv) contingent on Section XIV. Compensation. Notwithstanding anything to the contrary herein, if the Department terminates this Contract because of a breach by Service Provider which is not timely cured, the Transition Assistance shall be provided at no cost to the Department.

4. **Contingencies for Transition Assistance.** The Department will not be entitled to receive Transition Assistance unless: (i) the Department has paid all undisputed amounts due to Service Provider under this Contract; and (ii) the Legislature has appropriated funds sufficient to pay all of the anticipated amounts due under this Contract for the fiscal year in which the Transition Assistance is rendered.

5. **Other Transition Matters.** Without any additional compensation, upon contract termination or expiration:

   a. Service Provider shall transfer to the Department all licenses, including those obtained from its subcontractors and suppliers, for all Intellectual Property, Service Provider Technology, Deliverables, and software developed, acquired, or utilized for the System, and transfer to the Department all right, title, and interest in the hardware, equipment leases, and real property leases utilized for the System that are necessary for the Department or any New Provider to continue to operate and maintain the System. The license to the Service Provider Technology and the Deliverables shall: (1) include the right to modify and have modified the Service Provider Technology and Deliverables in connection with the use of the System directly on behalf of the Department for the State of Florida, and (2) permit the Department to disclose and provide access to the Service Provider Technology and the Deliverables to third parties providing services directly on behalf of the Department for the State of Florida, including, without limitation, any New Provider;
b. Service Provider shall execute assignments to effectuate its obligations in this Contract (e.g., software license agreements, property transfer);

c. Subject to the terms and conditions of applicable license agreements, Service Provider shall transfer all rights to source code and object code described in VIII. C. 2., except to the extent such source and object code relates to software or other materials provided by a third-party, in which case such rights are limited to the rights assigned to Service Provider by such third-party.

D. Continued Operational Services

To enable a smooth transition of Services and upon ninety (90) days advance notice by the Department, Service Provider will continue providing some or all the Services (as requested by the Department), for up to twelve (12) months after the Termination Date ("Continued Operational Services"). If all of the Services are requested, the monthly fee paid to Service Provider for such Continued Operational Services will be equal to the monthly compensation amount payable pursuant to Section XIV of the Contract. If less than all of the Services are requested, the Parties will agree on a reasonable percentage of the compensation amount to be paid to Service Provider. The Department will not be entitled to receive Continued Operational Services unless it has satisfied the contingencies for Transition Assistance set forth in the Contract.

E. Survival

This Section survives termination of this Contract. To the extent any Transition Assistance or Continued Operational Services are provided after the Termination Date, the terms and conditions of this Contract will govern the provision and payment of those services.

F. Recruitment

Anytime within 90 days prior to the Termination Date and anytime thereafter, the Department may recruit and solicit any person who is/was dedicated to the Project. The Department will not recruit or solicit any person is/was dedicated to the Project before the 90 day period prior to Termination Date without the consent of the Service Provider. After the Termination Date, the Department may hire any person who was dedicated to the Project. Service Provider agrees to waive any restrictive covenants preventing such recruitment, solicitation or employment. This clause does not apply to termination for convenience unless such termination was at the direction of an Executive or Legislative decision.

IX. AUTHORIZED SIGNATORY

The parties agree that only authorized signatories may execute Amendments to this Contract. The Department's authorized signatory is the Secretary or designee. The Service Provider's authorized signatory is the Accenture Florida Account Lead or designee.
X. ACCEPTANCE PROCESS

The Department's Contract Manager will accept each Deliverable when it meets the requirements of this Contract. The acceptance process and standards with be established in the Operations Plan. Unless specifically provided for elsewhere in this contract, the Department's Contract Manager will communicate acceptance of Deliverables to the Service Provider's Project Manager within a reasonable amount of time.

In the case of non-acceptance, the Department's Contract Manager will provide written notice within 10 business days from receipt to the Service Provider's Project Manager that includes clear and concise feedback to the Service Provider which identifies in sufficient detail the reasons for non-acceptance. In the event that the Contract Manager fails to provide timely notice of non-acceptance of a Deliverable or a Deliverable is placed into production without formal acceptance, such Deliverable will be deemed accepted by the Department. Unless a different time period is specified in the Department's written notice, Service Provider will have 10 business days to cure the reasons for non-acceptance. Thereafter, the Department may pursue other remedies to resolve the reasons for non-acceptance, including those found in Section XIII.

XI. SERVICE HOURS

Service efforts, including application modifications, which go beyond base operations, will be an ongoing activity for the duration of the Contract. Service Provider will allocate 2,000 service hours for the Department to use each year of the Contract for MFMP system modifications. The renewal period will have the same allotment of service hours (i.e., 2,000 service hours for each renewal year).

Depending on the project or task assigned, employees of Service Provider with different job titles (e.g., Chief Information Officer, System Analyst, Web Engineer) may be utilized to provide enhancement services. Service hours will be consumed as follows: Developers and IT Specialists performing development and design tasks, and senior resources performing strategy and plan development, will consume one service hour per hour of effort provided; training and business analysts performing user training or business/data gathering and analysis, and any other resources performing business operational or repetitive tasks, will consume one half service hour for every hour of effort provided. On the anniversary date of execution of the Contract, the Department will roll unused service hours from the prior contract year into the upcoming contract year. At the end of the initial term, the Department will roll unused service hours from the initial term into the first renewal year, and for each renewal year thereafter, the Department will roll unused service hours into the following renewal year. Further, if the contract or its requirements are extended, in any way, beyond the end of the last renewal year, the Department will roll unused services hours into the extended contract or whatever contractual instrument is used that allows or permits the Service Provider to continue to provide the Services.

The 2,000 service hours per year are incorporated in to the base contract price. Any service hours consumed in excess of the 2,000 per year and any roll-over hours that have been approved by a change order will be paid according to the Contract rate schedule.
XII. ADDITIONAL SERVICES BEYOND CONTRACTED OPERATIONS

During the term of the contract, it may be necessary for the Service Provider to provide support to the Department for procurement services beyond those identified in Attachment I. Such additional services may be purchased by the Department at the hourly rates identified in Attachment V. Attachment V describes two different categories of services with different rate structures: technical services for MFMP System Enhancement Work and procurement-related services under Procurement Transformation Work.

XIII. EVENTS OF DEFAULT AND TERMINATION

A. Service Provider Events of Default

A breach of a material obligation under this contract constitutes an "Event of Default" on the part of the Service Provider which includes:

1. The Service Provider employs an unauthorized alien in the performance of any work required under the Contract.

2. The Service Provider discontinues the performance of the Services required under the Contract unless such discontinuance is due to an excused event, a suspension by the Department or a Department event of default not timely cured.

3. The Service Provider abandons the Services.

4. The Service Provider becomes insolvent or is declared bankrupt.

5. The Service Provider files for reorganization under the bankruptcy code.

6. The Service Provider commits any act of bankruptcy or insolvency, either voluntarily or involuntarily.

7. The Service Provider fails to promptly pay any and all taxes or assessments imposed by and legally due the State or Federal government except for any taxes formally disputed by the Service Provider.

8. The Service Provider makes an assignment for the benefit of creditors without the approval of the Department.

9. The Service Provider made or has made an intentional material misrepresentation or omission in any materials provided to the Department.

10. The Service Provider (or any entity or person for which Service Provider is responsible) commits or engages in intentional torts, willful misconduct
(including intentional breach of contract), unlawful conduct or gross negligence in relation to the Contract and/or a Statement of Work.

11. The Service Provider fails to maintain the performance bond or letter of credit.

12. The Service Provider fails to maintain the required insurance.

13. The Department determines that the Surety executing a bond, if applicable, used to secure the Department's performance of its obligations hereunder becomes unsatisfactory.

14. The Service Provider transfers ownership of assets in violation of the Contract.

15. The Service Provider utilizes a vendor in the performance of the work required by the Contract which has been placed on the Department of Management Services' Convicted Vendors List.

16. The Service Provider is suspended, debarred or is removed as an authorized vendor by any State or Federal agency or an officer, employee, or agent of the Contractor providing services under the Contract is convicted of a felony.

17. The Service Provider refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Service Provider in performance of the Contract and not otherwise deemed confidential, proprietary or a trade secret.

18. The Service Provider refuses to allow auditor access as required by the Contract.

19. The Service Provider relocates facilities containing state data or transmits state data outside the United States.

20. The Service Provider changes Subcontractors in violation of the Contract.

However, an event of default will not occur by Service Provider if failure to perform is the result of actions of any data center within the State Data Center System.

B. Department’s Remedies in the Event of Default

1. Subject to the notice and cure provisions herein and in Rule 60A-1.006 (3), Florida Administrative Code (F.A.C.), and subject to the dispute resolution process in this Contract, upon the occurrence of an "Event of Default" on the part of the Service Provider, the Department may pursue any other remedy available under law.

2. Liquidated damages. However, damages already assessed would be taken into consideration in any dispute resolution activities.
3. If the Department determines, in its reasonable discretion, that an Event of Default has occurred pursuant to this Section, the Department will provide the Service Provider with written notice of its determination, as well as a reasonable description of the Event of Default. In addition, the State will provide the Service Provider with a reasonable period of time (not less than thirty (30) calendar days, or such other time as agreed between the Parties) to cure the Event of Default (the "Cure Period"). If the Service Provider fails to cure the Event of Default within the Cure Period, the Department may terminate the Contract, in whole or in part, immediately upon expiration of the Cure Period or at any time thereafter by providing written notice thereof to the Service Provider.

At its option, the Department may require the Service Provider to submit a corrective action plan to correct or resolve an Event of Default under this Contract. The corrective action plan must provide:

a. A detailed explanation of the reasons for the cited Event of Default;

b. An assessment or diagnosis of the cause; and

c. A specific proposal to cure or resolve the Event of Default.

The corrective action plan must be submitted by the deadline set forth in the request for a corrective action plan. The corrective action plan is subject to approval by the Department, which will not unreasonably be withheld.

C. Department's Events of Default

The Department's failure to perform or delay in performing any of the Department's responsibilities under this Contract (or causing to be performed by the applicable third party) will not constitute grounds for termination of the Contract. Notwithstanding the forgoing, the failure by the Department to timely pay amounts due and owing under the Contract will constitute a failure on the Department to perform. However, the Service Provider will be owed amounts allowable pursuant to section 215.422, F.S.

D. Service Provider Remedies in the Event of Default

If, and only if, the Department fails to pay the Service Provider when due undisputed charges totaling at least one month charges under the Contract and fails to make such payment within 30 days of receipt of invoice, the Service Provider may terminate the Contract as of a date specified in a separate written notice of termination given to the Department. For the avoidance of doubt, this section states the only circumstances in which, and the only grounds on which, the Service Provider has the right to terminate the Contract prior to its expiration. Service Provider must provide written notice of its intent to terminate no sooner than 60 days from the date the Department failed to make payment as required per this Contract.

The Service Provider's termination notice will not be effective unless it references this Contract Subsection and expressly states that the Service Provider intends to pursue
termination of the Contract if the Department's failure to pay undisputed amounts due and owing is not cured within the agreed upon cure period.

The exclusive remedy available to Service Provider if the Department fails to make payment as specified in the Contract will be to terminate the Contract. Such termination will be accomplished in accordance with Section XIII.D

E. Termination for Convenience.

The Department shall have the right to terminate this Contract in the Department's sole discretion, without any cause or reason, upon giving ninety (90) days written notice to the Service provider of termination, specifying the Termination Date. In the event the Department terminates the Contract pursuant to this section, Service Provider shall receive all amounts owed for work performed up to and including the date of termination. Termination Assistance will be provided by vendor as specified in Section VIII.

In the event of termination for convenience, upon verification of costs by the Department, the Service Provider is entitled to monetary relief for the following:

- Prorated annualized software costs for the software that is transferred to the Department.
- Physical location shut-down costs that are, at the time of termination, negotiated in good faith by Department and the Service Provider

As to hardware and hardware maintenance service costs, the Department and Service Provider will work together at the time of such purchase to determine how to allocate costs in the event of termination for convenience.

F. Termination by Mutual Consent. Service Provider and the Department may terminate this Contract at any time by mutual consent in writing. Any claim of liability asserted against the State or the Department is subject to the limitations of Section 768.28 of the Florida Statutes. This Section survives termination of this Contract. Termination Assistance will be provided by vendor as specified in Section VIII.

G. Rights Cumulative, No Waiver

The rights and remedies provided and available to the Department and the Service Provider in this Section are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by a party, shall be deemed to be in exclusion of any other. The election of one remedy shall not be construed as a waiver of any other remedy. Neither Party waives its right to pursue all legal remedies or other remedies available under this Contract, at law or in equity.

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the Contract may be waived except by the written agreement of the parties; and a forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply.
XIV. LIQUIDATED DAMAGES

The Service Provider will promptly notify the Department upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any Service, Deliverable, or Project. The Service Provider will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department of the steps the Service Provider is taking or will take to do so, and the projected actual completion (or delivery) time. If the Service Provider believes a delay in performance by the Department has caused or will cause the Service Provider to be unable to perform its obligations on time, the Service Provider will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay. Provided that the Service Provider satisfies the requirements of the immediately foregoing sentence, the Service Provider will not be liable for liquidated damages if and only to the extent that the Service Provider's applicable failure to perform or delay in performing results is caused by the Department.

The Service Provider acknowledges that untimely performance or other material noncompliance will damage the Department, but by their nature such damages are impossible to ascertain presently and will be difficult to ascertain in the future. The issues involved in determining the amount of damages will be multiple and complex, and will be dependent on many and variant factors, proof of which would be burdensome and require lengthy and expensive litigation, which the Parties desire to avoid. Accordingly, the Parties agree that it is in the Parties' best interests to agree upon a reasonable amount of liquidated damages, which are not intended to be a penalty and are solely intended to compensate for unknown and unascertainable damages. The liquidated damages identified in Sections VII. A. – G, Service Level Expectations, will apply to this Contract. However, excluding projects, the total liquidated damages to be applied in any month of the Contract will not exceed 10 percent of the monthly compensation paid to Service Provider.

XV. COMPENSATION

A. In consideration for the services provided under this Contract, Service Provider shall be paid as specified in Attachment II, Price Sheet. For the month in which the Contract expires or is terminated, the monthly payment will be prorated based on the following formula: [the number of calendar days up to and including the date of expiration/termination in the month divided by the total number of calendar days in the month] multiplied by the monthly compensation amount. Invoices shall be submitted and approved by the Department’s Contract Manager before Contractor is compensated for services provided. Payment shall be processed in accordance with chapter 215, Florida Statutes. The table below includes the yearly schedule of payments. The monthly payment will be based on the yearly amount in Attachment II divided by 12.

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<th>Contract Year</th>
<th>Yearly amount from Attachment II</th>
<th>Monthly Payment Amount</th>
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XVI. TERMS AND CONDITIONS

A. Background Check

The Service Provider shall ensure that background history checks, including criminal history, are conducted on all current and newly-hired employees, including all subcontractor employees, prior to the employee or subcontractor providing services under the Contract. All employees and subcontractors of Service Provider providing Services per the Contract are considered to be persons of special trust and shall therefore undergo a Level II background screening by the Department’s Inspector General. The Florida Department of Law Enforcement and Justice Department fees for this screening are the responsibility of the Service Provider. The Service Provider shall not allow any employee or subcontractor employee to assist in the providing of services under the Contract if the background checks indicate that the employee fails to meet the qualification standards established for certain State employees pursuant to section 435.04(2), Florida Statutes.

The Service Provider shall require all of its employees and all subcontractor employees to report to the Department any criminal matter as identified in section 435.04, Florida Statutes that employee has been involved in, no later than two business days of such incident.

The Department shall have the right to audit compliance with this section upon reasonable notice during normal business hours, and Service Provider and its subcontractors shall cooperate with this audit process.

The Service Provider will maintain a list of employees and subcontractors that have undergone a level II background check per this Contract, the date when the level II background check was conducted, and ensure that such background checks are refreshed every three years based upon the date of the prior Level II background check.

B. Subcontracting

The Service Provider shall be fully responsible for all work performed under the Contract resulting from this solicitation including but not limited to planning, managing,
implementing, operation, supporting, and warranties if applicable. If the Service Provider needs to subcontract for any services (other than those already outlined in its reply) the Service Provider shall submit a written request to the Department’s Contract Manager. The written request shall include, but is not limited to, the following:

1. The name, address and other information identifying the subcontractor;

2. A description of the services to be performed by the subcontractor and why the Service Provider is unable to perform this service;

3. Time of performance of the identified service;

4. A description of how the Service Provider plans to monitor the subcontractor’s performance of the identified services;

5. Certification by the Service Provider that the subcontractor has all licenses and has satisfied all legal requirements to provide the Services per the Contract. Also, the Service Provider shall certify that the subcontractor is approved by the Florida Department of State to transact business in the State of Florida;

6. Certification by the Service Provider that the subcontractor has successfully engaged in the identified business for a specified period of time, has successfully completed work comparable in scope and specification to that required by the resultant contract, and is qualified both technically and financially to perform services via a subcontract;

7. A copy of the written subcontract agreements (pursuant to chapter 119, F.S.); and

8. Acknowledgement from the subcontractor of the Service Provider’s contractual obligation to the Department and that the subcontractor agrees to comply with all terms and conditions of the Contract. This includes but not limited to the PUR 1000 General Contract Conditions, Section 35, Insurance Requirements.

All subcontractors must be approved in writing by the Department’s Contract Manager before the subcontractor is authorized to subcontract.

The Service Provider is solely responsible for insuring that the subcontractor performs as specified in the Contract. The Service Provider’s use of a subcontractor not identified in its reply or approved by the Department’s Contract Manager as provided above shall constitute a breach of Contract. During the term of the Contract, and subject to prior written approval of the Department’s Contract Manager (i.e., approval before services are provided by a subcontractor), subcontractors may be substituted or added.

C. Contract Expiration (Responsibilities of Service Provider)

At termination of the Contract, regardless of the reason for termination, the Service Provider will return all data owned by the State in a standard electronic format of the State’s choosing. This data shall include, but not be limited to: all MFMP transaction
data, help desk tickets, change order requests, system incidents, and all other electronic
data captured by Service Provider related to this Contract. This shall be conducted as
specified in the Service Provider’s corresponding Transition Plan, or if the Transition
Plan is silent as to the time required for such return, no later than 30 days after
termination of the Contract. Once all data has been returned and accepted by the State,
the Service Provider shall erase, destroy, and render unrecoverable all State-owned
data and certify in writing that these actions have been completed and that destruction
has been performed according to National Institute of Standards, Special Publication
800-88, “Guidelines for Media Sanitization” (2006). This shall be done within 14 days of
written acceptance of the data by the State’s Contract Manager.

D. Compliance with Laws

The Service Provider shall comply with all laws, rules, codes, ordinances, and licensing
requirements that are applicable to the conduct of its business, including those of
federal, State, and local agencies having jurisdiction and authority. By way of non-
exhaustive example, Chapter 287, F.S., and Rule 60A-1, F.A.C., govern the Contract.
By way of further non-exhaustive example, the Service Provider shall comply with
Section 247A(e) of the Immigration and Nationalization Act, the Americans with
Disabilities Act, and all prohibitions against discrimination on the basis of race, religion,
sex, creed, national origin, handicap, marital status, or veteran’s status. Violation of
such laws shall be grounds for Contract termination.

E. Geographic Location of Data and Services

The State requires that all data generated, used, or stored by Service Provider pursuant
to the prospective Contract will reside and remain in the continental U.S. and will not be
transferred outside of the continental U.S. The State also requires that all Services
provided to the State under the Contract, including call center or other help services, will
be performed by persons located in the continental U.S.

F. PUR 1000 General Conditions and Inapplicable Provisions

With the exception of the provisions listed below or as otherwise addressed in this
Contract, the PUR 1000 is incorporated into this contract as terms and conditions:

- Section 2. Purchase Orders is not applicable
- Section 4. Price Changes Applicable only to Term Contracts, is amended to
  remove subsection (b), Best Pricing Offer
- Section 27. Purchase Order Duration is not applicable

G. Property and Ownership Rights - Intellectual Property

Any Intellectual Property created as a result of this Contract is subject to following
provisions:

1. Except as otherwise expressly provided in the Contract, anything by
whatsoever designation it may be known, that is produced by, or developed
in connection with, the Contract shall become the exclusive property of the of
the State and may be copyrighted, patented, or otherwise restricted as provided by Florida or federal law. Neither the Service Provider nor any individual employed under the Contract shall have any proprietary interest in the product.

2. With respect to each Deliverable or any other work product, including software developed pursuant to this Contract, that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the Department on behalf the State. However, the State hereby grants Service Provider a royalty free, fully paid, worldwide, perpetual, non-exclusive, irrevocable license to use any Deliverables or work product for Contractor's business purposes.

3. The foregoing shall not apply to Service Provider Technology as defined in Section I of this Contract.

4. The Department shall have full and complete ownership of all software developed pursuant to the Contract including without limitation.

- The written source code;
- The source code files;
- The executable code;
- The executable code files;
- The data dictionary;
- The data flow diagram;
- The work flow diagram;
- The entity relationship diagram; and
- All other documentation needed to enable the Department to support, recreate, revise, repair, or otherwise make use of the software.

5. The Department shall have ownership and complete access including but not limited to:

- Operational plans, manuals, and guides;
- Process and procedures documentation;
- Process design documents;
- Operational schedules;
- Data conversion documentation;
- System-to-system interface design documentation
- File formats of output and input files.

This ownership interest will continue after the expiration or termination of the Contract.

H. Performance Bond

1. Within 30 days of contract execution, Service Provider will deliver to the Department's Contract Manager a Performance Bond or Irrevocable Letter of Credit in the amount equal to the lesser of $2 million dollars or the average
annual price of the contract (averaged from the initial contract term pricing). The bond or letter of credit shall be used to guarantee at least satisfactory performance by Contractor throughout the term of the contract (including renewal years). At any time after contract execution the Service Provider's bond may be reduced, or the requirement removed, for the remainder of the term (including any renewal periods).

2. The bond shall be maintained throughout the term of the Contract, issued by a reliable surety company which is licensed to do business in the State of Florida, as determined by the Department, and must include the following conditions:

   a. Obligee: The Department shall be named as the beneficiary of the bond. The insurer or bonding company shall pay losses suffered by the State directly to the Department.

   b. Notice of Attempted Change: The Service Provider shall provide Department prior written notice or immediate notice upon knowledge of any attempt to cancel or to make any other material change in the status, coverage or scope of the required bond or of the Service Provider's failure to pay bond premiums.

   c. Premiums: The Department shall not be responsible for any premiums or assessments on the bond.

   d. Purpose of Bond: The performance bond is to protect the Department and the State against any loss sustained through failure of the Service Provider's performance of the Services in accordance with the Contract. No payments shall be made to the Service Provider until the performance bond is in place and approved by the Department in writing.

3. Within 30 days of contract execution, and by contract year start each year following the Effective Date, the Service Provider shall provide the Department with a surety bond continuation certificale or other acceptable verification that the bond is valid and has been renewed for an additional year.

4. The surety bond provided under this Section shall be used solely to the extent necessary to satisfy the damage claims made by the State pursuant to the terms of the Contract. In no event shall the surety bond be construed as a penalty bond.

5. As an alternative to the surety bond described in this Section, the Service Provider may use an irrevocable, letter of credit on an annually renewable basis, which in the reasonable judgment of the Department, provides substantially equivalent protection.

I. Annual Appropriations
The Department’s performance and obligation to pay under this Contract are contingent upon appropriations by the Legislature. If appropriations are required, the Department shall affirmatively take all reasonable steps to seek such appropriations, but shall not guarantee the securing of the appropriations. The Parties acknowledge and agree that there is no intent to violate Section 216.311, Florida Statutes, with the execution of this Contract and that any provision deemed to violate this statutory provision shall be null and void, shall be stricken from this Contract and the remainder of the Contract shall remain in full force and effect.

Upon a reasonable indication that the Legislature will not appropriate sufficient funds to pay for the Services under the Contract, the Parties shall immediately begin to negotiate in good faith to reduce the scope of the Services in an equitable manner. Any resulting agreement to reduce the scope of Services would be contingent on the Legislature in fact appropriating less than sufficient funds to pay for Services under the Contract. Without regard for the outcome of the negotiations hereunder, Service Provider may, no sooner than ninety (90) days written notice, terminate this Contract effective the last day on which appropriated funds are available.

J. Warranty

Service Provider warrants that all Intellectual Property delivered by the Service Provider under the Contract shall be free of defective material and workmanship that prevent the item from performing in accordance with required performance criteria (“Defect”), for the duration of the Contract. If the Department believes there has been a breach of this warranty, it must notify Service Provider in writing within the Contract term describing the Defect in sufficient detail to enable Service Provider to recreate it. If there has been a breach of this warranty, the Service Provider shall correct the Defect at no additional charge in an agreed to time. Warranty repairs shall be completed within the time specified in any service level expectations.

Service Provider does not make any implied warranty or representation of merchantability or fitness for a particular purpose with respect to any of the Services or Deliverables provided. The Service Provider’s Warranty does not extend to any Third Party products or Materials delivered or utilized under this Contract.

K. Information Security

As to managing information, Service Provider shall:

1. Coordinate with and address any and all information relative to information security matters that arise regarding the Contract to the Department’s Information Security Manager;

2. Protect State data, and not make State information available or provide access to State data outside the scope of this contract, without prior approval of the Department’s contract manager;

3. Adhere to the Department’s information technology policies found on the Department’s website in performance of the contract;

4. Adhere to Chapter 71A-1 of the Florida Administrative Code in performance of this contract.
L. Transaction Fee

All payments made under the Contract will be assessed a transaction fee as provided in this Section 14 of the PUR 1000.

M. Insurance Requirements

Insurance Coverage

Commencing no later than five (5) calendar days after execution of this Contract, the Service Provider shall, at its own expense, secure and maintain the insurance coverage required by law and explicitly required by this Section and shall provide certificates of insurance as proof to the Department. Performance may not commence on this Contract until such time as insurance is secured by the Service Provider and evidence provided to the Department.

1. **Commercial General Liability**
   Service Provider shall secure and maintain commercial general liability insurance in a face amount of $1,000,000 per occurrence and $2,000,000 in the aggregate. The Department shall be named as an additional insured in the general liability coverage policy.

2. **Workers' Compensation Insurance**
   Service Provider shall secure and maintain workers' compensation insurance as required for the State under the relevant workers' compensation law. The worker's compensation insurance shall cover all employees connected with the Services provided under this Contract. In case any work is sublet, Service Provider shall require the subcontractor similarly to provide worker's compensation insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by Service Provider. Such insurance shall comply fully with the Federal and Florida worker's compensation law. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the worker's compensation statute, Service Provider shall provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the Department, for the protection of employees not otherwise protected.

3. **Professional Indemnity Insurance**
   Service Provider shall secure and maintain professional indemnity insurance that shall cover Service Provider's liability for acts, errors and omissions in the performance of its professional services in the face amount of $5,000,000 per claim and in the aggregate.

4. **Auto Insurance**
   Service Provider shall secure and maintain liability coverage in minimum limits of $2,000,000 (with umbrella) or all Service Provider's automobiles used in performing the services under the Contract.
5. **Subcontractor Provider Insurance Coverage**
   Any subcontractor of Service Provider shall provide insurance as follows:

   General Liability - $2,500,000;
   Workers' Compensation – statutorily required amount; and
   Automobile Liability (with umbrella) - $2,000,000

   Service Provider's major subcontractors shall provide the following additional insurance:

   Errors and Omissions -- $2,500,000; and
   Business Interruption -- $2,500,000.

   During the term of the Contract, Service Provider may request that the Department reduce subcontractor provider insurance coverage amounts. Agreement to reduce such insurance coverage amounts shall be requested in writing by the Service Provider and contingent upon approval of such by the Department.

   **Proof of Insurance**
   At the request of the Department, Service Provider shall provide all relevant certificates as proof of such insurance or proof of its ability to self-insure, including renewal or replacement evidence of insurance at least fifteen (15) days following the expiration or termination of any insurance.

   **Deductible Amounts**
   Service Provider shall be responsible for payment of its deductible.

N. **E-Verify**

Pursuant to State of Florida Executive Order No.: 11-116, Service Provider is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Service Provider during the contract term. Also, Service Provider shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state Contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.

O. **Scrutinized Companies List**

In responding to this ITN, Service Provider certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, the Service Provider agrees the Department may immediately terminate the Contract for cause if the Service Provider is found to have submitted a false certification or if the Service Provider is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

P. **Review And Modification**
1. Upon request of either party, both parties will review this Contract in order to determine whether its terms and conditions are still appropriate. The parties agree to renegotiate terms and conditions hereof if it is mutually determined that significant changes in this Agreement are necessary. There are no obligations to agree by either party.

2. Modifications to the provisions of this Contract, with the exception of Section XXI, Contract Management, shall be valid only through execution of a formal written amendment to the Contract.

Q. Indemnification

The Department is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and agrees to be fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further, nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

R. Disputes

Any dispute concerning performance of the terms of this Contract shall be resolved informally by the Contract Managers. During the course of dispute discussion, all reasonable requests made by one Party to the other for non-privileged information reasonably related to the matters in dispute will be honored promptly.

If the Parties are unable to resolve any disputes at the contract manager level, any dispute concerning performance of the Contract shall be decided by the Department’s Secretary or designee, who shall reduce the decision to writing and serve a copy on the Service Provider. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Service Provider files with the Department a petition for administrative hearing. The Department’s decision on the petition shall be final, subject to the Service Provider’s right to administrative review pursuant to Chapter 120, Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Service Provider’s ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative procedures outlined in Chapter 120.

Without limiting the foregoing, either Party may seek judicial review; and the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, the parties waive any right to jury trial and the Contract, including its formation, performance, enforcement and termination, and all aspects of the Parties’ relationship under the Contract, together with all related claims (whether sounding in contract, tort or otherwise), will be governed, construed and enforced in all respects in accordance with the Laws of the state of Florida excluding Florida’s conflict of law principles.

S. Records
The Service Provider shall establish and maintain accounting records. The Service Provider shall permit and shall require its contractors, subcontractors and agents to permit the State's Auditor General or the Department's authorized representatives to, upon statutory or otherwise reasonable notice to the Service and during normal business hours, inspect and audit all work, books, accounts, materials, payrolls, records pertaining to the financing, development and operation of the eProcurement System to ensure compliance with the Contract and applicable laws and rules.

T. Audits

1. The Department may conduct or have conducted performance and/or compliance audits of any and all areas of the Service Provider and/or Subcontractors as determined by the Department including but not limited to audits of payments made to the Service Provider pursuant to the Contract, transaction fee obligations, and any other activities related to this Contract. Except in emergency situations, prior notice of at least fifteen (15) calendar days shall be provided for audits conducted at the Service Provider's (or a Subcontractor's) premises. Audits may include but shall not be limited to audits of policies, procedures, computer systems, files, project-related subcontracts, and the Department’s service records, accounting records, internal audits, and quality control assessments. The Department may, upon reasonable notice, enter and inspect the Service Provider's (or a Subcontractor's) physical facilities where operations required under this Contract are performed. The Service Provider (and, as applicable, Subcontractor) shall work with any representative selected by the Department to conduct said audits and inspections, including but not limited to other state agencies, but excluding any competitor of the Service Provider. When providing records Service provider believes are confidential refer to Chapter 119, F.S., regarding the states obligation to maintain and provide public records.

2. Retention of Records: The Service Provider shall maintain certain records related to its performance of the Contract until the expiration of five (5) years after final payment of all amounts due under this Contract and all pending matters hereunder are closed (collectively, the "Audit Period"). The Service Provider shall maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, cost records and any other information pertaining to this Contract and to the Services, equipment, and commodities procured under this Contract) pertaining to the Contract in accordance with generally accepted accounting principles and other contract-related procedures specified herein. Financial and accounting records shall be made available, upon request, to the State upon reasonable notice during the Audit Period. If an audit, litigation, or other action involving the Service Provider's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later. Notwithstanding the foregoing, the Service Provider shall comply with the record access provisions of Chapter 119, Florida Statutes, and the record keeping standards of the Rules of the Department of State, Division of Library and Information Services, according to Florida Administrative Code Chapter 1 B-24.
3. The Department may conduct an audit and review all the Service Provider's (and Subcontractors') data and records that directly relate to the Contract Services. To the extent necessary to verify the Service Provider's fees and claims for payment under the Contract, the Service Provider's agreements or contracts with Subcontractors, partners or agents of the Service Provider, pertaining to this Contract and the Services, may be inspected by the Department upon fifteen (15) days notice, during normal working hours, and in accordance with the Service Provider's facility access procedures where facility access is required. The Service Provider confirms that release statements from its subcontractors, partners or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Service Provider's contracts relating to this Contract.

4. The following records are specifically excluded from inspection, copying, and audit rights under the Contract:

   a. Records of the Service Provider (and Subcontractors) that are unrelated to the Contract, and

   b. Documents created by and for the Department or other communications related thereto that are confidential attorney work product or subject to attorney-client privilege, unless those documents would be required to be produced for inspection and copying by the Department under the requirements of Chapter 119, Florida Statutes, and section 24, Article I of the Florida Constitution.

   c. The Service Provider's, or any Subcontractor of the Service Provider's, internal cost and resource utilization data, or data related to employees, or records related to other customers of the Service Provider, or any Subcontractor of the Service Provider who is not performing Services under this Contract.

5. The right of the Department to perform audits and inspections shall continue for as long as the Service Provider is required to maintain records. The Department will use reasonable efforts to minimize the number and duration of such audits or inspections conducted and to conduct such audits and inspections in a manner that will minimize the disruption to the Service Provider's business operations.

6. The State's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

7. Information disclosed during an audit or inspection is subject to disclosure pursuant to chapter 119, Florida Statutes.

XVII. ADDITIONAL TERMS AND CONDITIONS
The provisions of section 287.058(1) (a), (c), and (f), F.S. are hereby incorporated by reference. If the transaction involves contractual services the provisions of 287.058(1)(b) and (g), F.S. is also incorporated by reference.

XVIII. CONTRACT MANAGEMENT

A. Contract Administrator

The Department employee who is primarily responsible for maintaining the Contract administration file shall be as follows:

Christina Espinosa, FCCN, FCCM  
Purchasing Analyst  
Departmental Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 380.9z  
Telephone: (850) 410-2404

B. Contract Manager

The Department employee who is primarily responsible for overseeing the Service Provider’s performance of its duties and obligations pursuant to the terms of this Contract. The Contract Manager shall be as follows:

Kasey Bickley  
MyFloridaMarketPlace Program Manager  
Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way  
Tallahassee, Florida 32399  
Telephone: (850) 488-7809

C. Service Provider’s Representative

Accenture Florida Account Lead  
J. Greg Martin  
2002 Old St Augustine Road, Suite E-45,  
Tallahassee, Florida 32301  
Phone: (850) 513-0620  
Email: john.g.martin@accenture.com

Accenture Project Manager  
Shireen S. Sackreiter  
2002 Old St Augustine Road, Suite E-45,  
Tallahassee, Florida 32301  
Phone: (850) 513-0620  
Email: shireen.s.sackreiter@accenture.com

XIX. COUNTERPART SIGNATURES
This Contract may be executed in several counterparts, each of which shall be an original and all of which taken together constitute a single Contract between the Parties.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
SO AGREED:
STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

Signature: [Signature]
Date: [January 25, 2013]
Name (printed): [Craig J. Nichols]
Title: [Secretary - DEPT. OF MANAGEMENT SERVICES]

ACCENTURE

Signature: [Signature]
Date: [1/25/13]
Name (printed): [John Gregory Martin]
Title: [Managing Director]