

**AMENDMENT No. 3 TO:  
MICROSOFT SERVICES AGREEMENT – STATE AND LOCAL  
(NON-STANDARD)**

**Between**

<b>Microsoft Corporation 2000 West Sam Houston Parkway South Suite #200 Houston, TX 77042</b>	<b>and</b>	<b>State of Florida Department of Management Services 4050 Esplanade Way, Suite 3155 Tallahassee, FL 32399-0950</b>
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THIS AMENDMENT No. 3 TO MICROSOFT SERVICES AGREEMENT – STATE AND LOCAL (NON-STANDARD) (the “Amendment”) is made and entered into effective as of February 28, 2013 by and between the undersigned for the purpose of amending the Microsoft Services Agreement #U6914902 (also referred to as DR-001-FL) (State and Local – Non-Standard) incorporated in Florida State Term Contract 252-001-09-1 (the “Agreement” or “Contract”), effective as of January 4, 2001, by and between the State of Florida, Department of Management Services (the “State” or “you”) and Microsoft Corporation (“Microsoft” or “Contractor”).

Capitalized terms used herein and not otherwise defined have the meanings set forth in the Agreement.

In consideration of the promises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the State and Microsoft agree as follows:

**I. Amendment.**

1. Section 6, **Term and Termination**, is hereby revised to change the first sentence to read as follows:

**“6. Term and Termination.** This Agreement will continue and remain in effect until **March 31, 2015**, unless terminated (i) by mutual written agreement, or (ii) as otherwise set forth in this Section 6.”

**II. Fixed Price Contracts.**

The following provision is hereby added to Section 10, **Additional Conditions**, and shall be included in the pricing section all Fixed Price Work Orders:

**“(I): Fixed Price Contracts:**

**Fees.** The total fee and, if applicable, periodic or phase fees, for all services to be provided as described in Services Section of this Work Order, are set forth below.

Milestone	Estimated Date	Fees *


Total \$0.00

Address: \_\_\_\_\_ Mailstop (if any): \_\_\_\_\_  
City: \_\_\_\_\_ Telephone: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**\*NOTE: Fixed Price Milestone or Fee Chart TBD per engagement.**

In support of the milestone payment chart shown above, Microsoft is pleased to submit this explanation of the firm fixed prices for the labor categories associated with this work order. As the pricing methodology used by Microsoft in calculating firm fixed prices is proprietary, other than what is shown in the chart below (a breakdown of labor categories used across the entire project and the total amount of estimated hours), Microsoft cannot disclose any further cost or pricing data. Given milestones are firm fixed price, the total level of effort for each milestone (Labor category and estimated number of hours, as set forth below) are (i) estimates only; (ii) provided for your evaluation and planning purposes only; and (iii) in no way represents the hours that will actually be worked. In addition, this data does not reflect how Microsoft will invoice you or be paid by you. As such, the parties hereto agree that Microsoft shall be paid the total firm fixed price amount of the milestones as they are completed, regardless of the hours actually worked, upon submittal of an invoice by Microsoft that shows only the fixed price amount of the pending milestone (with no other pricing detail - i.e., rates or total hours).

Milestone	Estimated Date	Fees *	Labor Categories	Estimated Number of Hours

Total \$0.00

### **III. Effect of Amendment.**

Except as specifically amended by this Amendment, all other terms, conditions and provisions of the Agreement shall remain unchanged and in full force and effect. This Amendment is not legally binding until executed by both parties and shall become effective on the date of signature of the last party signing. When this Amendment is fully executed, you will receive a fully executed copy.

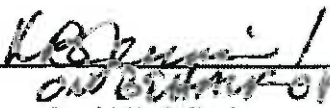
IN WITNESS WHEREOF, the parties have signed this Amendment on the date indicated below.


CONTRACTING MICROSOFT AFFILIATE:

AGENCY:

MICROSOFT CORPORATION

STATE OF FLORIDA,  
DEPT. OF MANAGEMENT SERVICES

By:   
David T. Gallagher

By:   
Kelly Loll

Director of Contracts

CPO

Title

Title

Date 1/9/2013

Date 1/11/13

**EXHIBIT A**  
**Information Technology Consulting Services Rates**



**Consulting Services, Public Sector Practice Published Price List**

**Microsoft Consulting Services Background**

Microsoft Consulting Services ("MCS") has been an integral part of Microsoft since 1990, helping hundreds of large organizations worldwide build information technology solutions. MCS Practices are located at Microsoft field offices around the world.

**Microsoft Consulting Services Public Sector Practice Mission**

Our mission is to serve as Trusted Technical Advisors and Architects to Microsoft Public Sector Customers and Partners, helping them architect plan, design and implement solutions leveraging Microsoft products, tools and technologies. MCS Consultants work with customers on specific projects and strategic initiatives and enable customers to gain knowledge in Microsoft product sets and methodologies to build self-sufficiency over time. MCS is the appropriate Microsoft resource to utilize when customer project requirements demand direct Microsoft involvement.

**Microsoft Consulting Services Staff Levels and Rates**

Microsoft Consulting Services can provide a range of levels of consultants depending on project and customer requirements. MCS rates are as follows:

**MCS PUBLIC SECTOR PRACTICE HOURLY RATES EFFECTIVE 10/01/2012**

**Microsoft Services Rates**

<b><u>MCS Labor Category</u></b>	<b><u>Hourly Rates</u></b>	<b><u>Hourly Rates (Cleared)</u></b>
ARCHITECTURAL CONSULTANT	\$288.00	\$299.00
PRINCIPAL CONSULTANT	\$274.00	\$285.00
GENERAL MANAGER	\$288.00	\$299.00
PRACTICE MANAGER	\$274.00	\$285.00
ENGAGEMENT MANAGER	\$259.00	\$270.00
PROJECT MANAGER	\$259.00	\$270.00
SENIOR CONSULTANT	\$259.00	\$270.00
CONSULTANT	\$234.00	\$245.00
ASSOCIATE CONSULTANT	\$205.00	\$216.00
<b><u>MCS PARTNER RATES:</u></b>	<b><u>Hourly Rates</u></b>	<b><u>Hourly Rates</u></b>

TECHNICIAN V	\$250.00	\$250.00
TECHNICIAN IV	\$232.00	\$232.00
TECHNICIAN III	\$206.00	\$206.00
TECHNICIAN II	\$180.00	\$180.00
TECHNICIAN I	\$155.00	\$155.00
TECHNICIAN	\$129.00	\$129.00
ASSOCIATE TECHNICIAN	\$103.00	\$103.00

*"Cleared" Hourly rates shall apply whenever the customer requires a Secret or higher level security clearance (or Agency equivalent type clearance) either by the issuance of a DD254 or otherwise specifying such security requirements in the contract documents.*

**Note:**

*The labor category from which personnel will be assigned will be specified by Microsoft in a Work Order based on the nature of the services to be provided.*

*Microsoft reserves the right to revise our rates at any time.*

**Point of Contact**

David T. Gallagher, Director of Contracts

U.S. Public Sector Services

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Reston, VA 20190

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