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Ron DeSantis, Governor

CONTRACT

FOR

NEXT GENERATION MYFLORIDAMARKETPLACE

DMS-20/21-150

BETWEEN

THE STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

AND

ACCENTURE LLP

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Contract

This Contract is between the STATE OF FLORIDA (STATE), DEPARTMENT OF MANAGEMENT SERVICES (Department), an agency of the State with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and Accenture LLP individually referred to as "Party" and collectively as "Parties."

The Parties agree as follows:

SECTION 1. DEFINITIONS

In addition to the definitions in the PUR 1000 form, the following definitions apply to all documents listed in Section 4.1, Contract Documents & Hierarchy, below (note: if a term defined below is also defined in the PUR 1000, the definition below will apply to all of the Contract documents with the exception of the PUR 1000):

- 1.1 **Ariba Suite:** On-premise, commercial off-the-shelf, applications 9r1 Ariba Buyer, Sourcing, and Analysis.
- 1.2 **Billing and Collections System (BCS):** An application that allows the Department to assess transaction fees based on transactional data sent from the eProcurement Solution, as well as process and apply vendor transaction fee payments.
- 1.3 **Business Day(s):** Monday through Friday, inclusive, except for State holidays listed in section 110.117(1), Florida Statutes (F.S.).
- 1.4 **Business Hours:** 8 a.m. to 6 p.m. E.T. on Business Days.
- 1.5 **Business Requirement Document (BRD):** Document that provides a complete description of a project or new business plan that clarifies what must be done and when.
- 1.6 **Change Request (CR):** The process for requesting, designing, and implementing a system enhancement.
- 1.7 **Confidential Information:** Information or material which (i) meets the definition of "Trade Secret" in section 812.081(1)(c), F.S.; or (ii) is otherwise exempt from the disclosure of public records required by Article I, Section 24, Florida Constitution (exemptions may be found in Chapter 119, F.S., other Florida laws, and preempting Federal laws or regulations).
- 1.8 **Contract:** The agreement between the Department and the Contractor. The Contract is composed of the documents listed in Section 4.1, Contract Documents & Hierarchy listed below.
- 1.9 **Contract Administrator:** The person designated pursuant to Section 6.1 Department Contract Administrator of this Contract.
- 1.10 **Contract Execution Date:** The date the Contract is signed by both Parties.
- 1.11 **Contractor:** The vendor providing services to the Department under this Contract. May be used interchangeably with Service Provider.

- 1.12 Contract Manager:** The representative designated by the Department to oversee all aspects of the Contract, monitor performance expectations, and serve as the primary point of contact for the Contractor.
- 1.13 COTS:** Commercial off-the-shelf solution.
- 1.14 Critical Priority System Fixes or Modifications:** A critical or emergency priority modification necessary for the reasonable system viability of the eProcurement Solution which, if not implemented, would prohibit the completion of a vital business function.
- 1.15 Customer:** Any entity that uses MyFloridaMarketPlace, including State agencies, Vendors, and Eligible Users.
- 1.16 Customer Service Desk (CSD):** A customer help desk that serves as a point of contact for all Next Generation MFMP Program-related inquiries.
- 1.17 Deliverable(s):** The deliverable(s) listed in the **Attachment B**, Service Level Expectations.
- 1.18 Department:** The Department of Management Services.
- 1.19 Division:** The Department of Management Services' Division of State Purchasing.
- 1.20 End of Contract Transition Plan:** A plan that details the activities that will occur in the event of Contract termination or expiration as described in the **Attachment A**, Scope of Work.
- 1.21 Enterprise Wide Agreement (EWA) Vendor:** A vendor with an active State Term Contract or alternate contract source through the Division of State Purchasing.
- 1.22 Eligible User (EU):** An entity eligible to purchase from State Term Contracts, as defined in Rule 60A-1.001, F.A.C.
- 1.23 eProcurement:** Use of electronic systems to facilitate functions associated with the acquisition of commodities and contractual services.
- 1.24 eProcurement Solution** – The online procurement tool used by the State of Florida, as prescribed in section 287.057(22), F.S., and established in this Contract. The eProcurement Solution includes the following applications: Ariba On Demand, Tableau, the Vendor Information Portal, and MFMP State Accounting Interface.
- 1.25 F.A.C.:** Florida Administrative Code.
- 1.26 The Florida Accounting Information Resource (FLAIR):** A double entry, computer based, general ledger accounting system, which is utilized to perform the State's accounting and financial management functions. The Department of Financial Services' (DFS's) Office of Information Technology (OIT) operates the State Chief Financial Officer's Data Center and maintains FLAIR.
- 1.27 F.S.:** Florida Statutes.

- 1.28 Federal Employer Identification Number (FEIN):** A nine-digit number used by the IRS to identify a business operating in the United States.
- 1.29 Functional Design Documents (FDD):** Once signed off by both Parties, the FDD defines the design requirements of a Change Request and is used to determine whether a System Defect exists with a newly implemented item.
- 1.30 Go-Live Date:** The date at which the next generation eProcurement Solution goes live and is managed by the Contractor in parallel with the current MyFloridaMarketPlace application suite.
- 1.31 High Priority System Fix or Modification:** A high-priority modification or fix that is important to the success of the MFMP program and needed to correct an issue that prevents the use of a vital business function within the eProcurement Solution for multiple system users.
- 1.32 Integrated Voice Response (IVR):** An automated voice interface accessible through any touch-tone telephone. The IVR allows users to perform selected self-service activities through the IVR and can direct users to the appropriate help desk team member.
- 1.33 Low Priority System Fix or Modification:** A low-priority modification or fix needed because of the reduction in the operability of a non-critical application function or problem affecting only a single transaction or individual.
- 1.34 Medium Priority System Fix or Modification:** A medium-priority modification or fix needed because of the reduced operability of a widely used business function that has the potential to impact the eProcurement Solution for multiple users.
- 1.35 MyFloridaMarketPlace (MFMP):** The State's electronic procurement system which provides a web-based medium for Customers to exchange products and services. MFMP allows vendors to register to receive notifications of competitive solicitations; awarded Vendors to list catalogs of products; and State agencies and Eligible Users to solicit, search, and purchase products; place orders; approve purchases; reconcile invoices; and approve payment all within one system. Users of MFMP can create solicitations in the Sourcing application, and the Analysis application allows for spend analysis and reporting.
- 1.36 Non-Enterprise Wide Agreement (non-EWA) Vendor:** A vendor with no active State Term Contract or alternate contract source through the Division of State Purchasing.
- 1.37 Office of Supplier Diversity (OSD) Application:** An application that facilitates the certification of woman-, veteran-, and minority-owned small-businesses from the Office of Supplier Diversity for their respective designations. The Office of Supplier Diversity is described in section 287.09451, F.S.
- 1.38 The Florida Planning, Accounting, and Ledger Management (PALM):** The project replacing the State's current accounting and cash management systems (i.e., FLAIR) with an integrated, enterprise financial management solution (FMS).

- 1.39 **Purchasing Unit Identifier (PUI):** The number used by the eProcurement Solution to identify a purchaser's entity and business unit.
- 1.40 **Recovery Point Objective (RPO):** The maximum acceptable amount of data loss measured in time.
- 1.41 **Recovery Time Objective (RTO):** The targeted duration of time within which the eProcurement Solution must be restored and fully available to Customers after a disaster or disruption.
- 1.42 **Scheduled Availability:** The timeframe that the eProcurement Solution and all interfaces will be accessible and operational by the Customer.
- 1.43 **Sourcing:** An application within MFMP used to manage procurement projects' resources.
- 1.44 **State Data Center (SDC):** A data center managed by the State.
- 1.45 **Scheduled Downtime:** Planned and communicated downtime with State approval.
- 1.46 **Security Breach:** The unauthorized acquisition, access to, or use of computerized State Data or hard copy documents that compromises the confidentiality, integrity, or availability of information maintained by the Contractor.
- 1.47 **Security Incident:** An act or event that has or had the potential to compromise the availability, confidentiality, or integrity of information maintained by the Contractor.
- 1.48 **Security Management Plan:** A plan submitted by the Contractor and approved by the Department in accordance with **Attachment A**, Scope of Work, describing the procedures and security measures for the protection of State Data and related information that is processed and stored by the Contractor, as well as the procedures for safeguarding the Contractor's and the Department's IT resources and assets.
- 1.49 **Service(s):** The services provided by the Contractor through this Contract.
- 1.50 **Service Center:** The Contractor's working location that provides working space for the MyFloridaMarketPlace staff.
- 1.51 **Severity 1 System Outage:** An outage that results in the unavailability of the eProcurement Solution to greater than fifty percent (50%) of the Customers or the unavailability of the eProcurement Solution's interface with the State's Accounting System, during Scheduled Availability.
- 1.52 **Severity 2 System Outage:** An outage that results in the unavailability of eProcurement Solution to less than fifty percent (50%) of the Customer user base during Scheduled Availability.
- 1.53 **Spend Analytics:** Any information related to sourcing, contracts, catalogs, purchasing of goods and services, and vendor payments for goods and services. This includes information extracted from the State's accounting system, other agency systems, or external vendors.

- 1.54 State Data:** All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in its performance under this Contract. This data may include Customer data involving unique personal information (such as name, address, telephone number, email address, social security number, financial information, usernames, or passwords) or personnel information (such as position title, position number, State's Accounting System codes, organization codes).
- 1.55 State Term Contract (STC):** A contract that is competitively procured by the Department pursuant to section 287.057, F.S., and that is used by agencies and eligible users pursuant to section 287.056, F.S.
- 1.56 State's Accounting System:** The enterprise resource planning system managed by the Florida Department of Financial Services. Initially FLAIR, with a transition during the Contract to PALM.
- 1.57 System Defect:** An error, flaw, or fault in a Contractor-managed MFMP system that: 1) causes the system to produce an incorrect or unexpected result or to behave in an unintended way contrary to the agreed-upon design requirements of the system; or 2) unexpectedly changes an existing process as a result of implementing new functionality.
- 1.58 System Enhancement Hours:** Work hours allocated to the Department for implementation of new system functionality/modules and enhancements to existing functionality/modules. May be used interchangeably with Service Hours.
- 1.59 System Review Board (SRB):** A group of Department MFMP Program Staff and Contractor MFMP Program Staff that meet bi-weekly to review system investigation requests, to review enhancement requests, and to decide what system fixes and enhancements to prioritize for implementation.
- 1.60 System Utilization:** Any information related to the use, or lack of use, of the eProcurement Solution.
- 1.61 Transaction Fee:** The fee imposed on Vendors, pursuant to section 287.057(22), F.S., and paid to the State for the use of MyFloridaMarketPlace.
- 1.62 United Nations Standard Products and Services Codes (UNSPSC):** A set of eight-digit codes internationally recognized and used to classify goods and services being purchased.
- 1.63 Vendor:** Supplier(s) registered to do business with the State.
- 1.64 Vendor Bid System (VBS):** A custom-developed application that provides for an online repository of State agency advertisements, grants, competitive solicitations, single source, public meetings, and agency decisions.
- 1.65 Vendor Information Portal (VIP):** A custom-developed application which provides an online portal for vendor self-registration, provides for billing and collections, and houses the MFMP batch infrastructure.

1.66 Work Product: All results of the Services created or developed by or on behalf of Contractor, by itself or jointly with the Department or others, including (i) the Deliverables, (ii) any new, or modifications or enhancements to any, business methods or processes, programs, systems, processes, data, computer programs, operating instructions, specifications, technical information, ideas, inventions, drawings, works of authorship, designs, and all other documentation developed for or relating to the Department or this Contract, and (iii) all documents, data, and other information of any kind, including information incorporating, based upon, or derived from the foregoing, and reports and notes prepared by Contractor or any Contractor personnel, or on behalf of Contractor (any of the foregoing whether or not completed), together with all modifications, revisions, changes, copies, translations, compilations, and derivative works of the foregoing and all intellectual property rights expressed thereby.

SECTION 2. TERM

2.1 Initial Term

The initial term of the Contract will be for five (5) years. The initial Contract term shall begin on **July 1, 2021** or on the last date it is signed by all Parties, whichever is later.

2.2 Renewal Term

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part, for up to five (5) years. Any renewals will be contingent upon satisfactory performance evaluations by the Department and are subject to the availability of funds.

2.3 Termination

2.3.1 Termination for Cause

If the Department determines, in its reasonable discretion, that the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted on the terms or conditions applicable to it herein (an "Event of Default"), the Department will provide the Contractor with written notice of its determination, as well as a reasonable description of the Event of Default. The Department is not required to follow the Section 4.17, Action Plans and Step-In Rights process before making this determination. In addition, the Department will provide the Contractor with a reasonable period of time (no less than 30 calendar days, or such other time as agreed between the Parties) to cure the Event of Default (the "Cure Period"). If the Contractor 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 Contractor.

If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights of the Parties shall be the same as if the termination had been issued for convenience pursuant to Section 2.3.2.

2.3.2 Department's Right to Terminate for Convenience

The Department, by three hundred sixty-five (365) days' advance written notice to Contractor unless otherwise agreed by the Parties, may terminate the Contract for convenience, in whole or in part, when the Department determines in its sole discretion, for any reason or no reason at all, that it is in the Department's interest to do so. The Contractor will not furnish any Services or be compensated for any Services performed after the date of termination, except as necessary to complete the non-terminated portion of the Contract, if any. The Contractor will be paid for Services provided through the effective date of termination of the Contract. The Contractor will not be entitled to recover any consequential damages, or lost profits. In exercising its right to terminate for convenience, the Department may elect to purchase, to the extent transferrable, any unused portions of Contractor's purchases related to the Services, such as unused software and hardware maintenance. The Parties will work together in good faith to determine if purchasing or transferring the licenses will provide a benefit to the State.

2.3.3 Right to Equitable Relief

In lieu of terminating the Contract, the Department may institute legal proceedings to compel performance of any obligation required to be performed by the Contractor hereunder including, where appropriate, actions for specific performance and/or injunctive relief. The Contractor agrees that it does not have any right to equitable relief against the Department and will not attempt to institute any proceeding for equitable relief against the Department.

2.3.4 Rights Cumulative, No Waiver

The rights and remedies provided and available to the Department and the Contractor in this Contract are distinct, separate, and cumulative remedies, and not any one of them, whether or not exercised by a Party, shall be deemed to be an exclusion of any other. The election of one remedy shall not be construed as a waiver of any other remedy or of any rights and remedies either Party may have in law or equity.

2.3.5 Department's Right to Damages Upon Termination for Contractor Defaults

If the Contract is terminated by the Department for the Contractor's uncured Event of Default pursuant to Section 2.3.1 hereof. This provision in no way limits the Department's ability to collect from the Performance Bond required by Section 9.8, Performance Bond.

2.3.6 Third Party Satisfaction

In the event the Department issues a Termination Notice because of Contractor's Default, the Contractor must demonstrate that it has satisfied all obligations to its subcontractors providing Services and all other third parties before the Department pays the Contractor for Services rendered.

SECTION 3. PAYMENTS

3.1 Pricing

The Contractor shall adhere to the prices provided in **Attachment C**, Price Sheet which is incorporated by reference into the Contract.

3.2 **Detail of Bills**

The Contractor shall submit bills for fees or other compensation for services or expenses in detail sufficient enough for a proper pre-audit and post-audit. The Department reserves the right to request additional documentation as needed.

3.3 **Bills for Travel**

Bills for travel expenses, if explicitly permitted in the Contract, must be submitted in accordance with section 112.061, F.S.

3.4 **Payments**

Payment shall be made on a monthly basis. The Contractor shall submit a monthly invoice on the first of each month for Services rendered in the previous month. Prior to the implementation of the Ariba On Demand application, the Department will verify the Status reports for completion of Contractor activity. Following the implementation, upon receipt of the Contractor's invoice, and after receipt and acceptance of the applicable Deliverables from the previous month and in accordance with the Contract, including **Attachment B**, Service Level Expectations, the Department's Contract Manager shall review, approve, and submit the invoice for payment. The Contract Manager shall work with the Contractor in clarifying any discrepancies that may exist prior to payment.

3.5 **Final Invoice**

Unless renewed or extended, the Deliverables of the Contract must be completed by the Contract expiration date.

SECTION 4. CONTRACT

4.1 **Contract Documents & Hierarchy**

The Contract sets forth the entire understanding of the Parties and consists of the documents listed below. In the event any of these documents conflict, the conflict will be resolved in the following order of priority (highest to lowest):

1. This Contract Document
2. **Attachment A**, Scope of Work
3. **Attachment B**, Service Level Expectations
4. **Attachment C**, Price Sheet
5. **Attachment D**, Required Services and System Functionality
6. **Attachment E**, Plans and Documents
7. **Attachment F**, RSCI
8. **Attachment G**, General Contract Conditions - PUR 1000 form
9. **Attachment H**, Technical Reply

Without limiting the above, the following sections of the PUR 1000 are specifically overridden by this Contract and shall not apply: 4(b), 4(e), and 27.

The Parties acknowledge that the Department has relied on the descriptions of services and products offered in **Attachment H**, Technical Reply, in entering into this Contract. Accordingly, the Parties agree that any such description of products or services or the capabilities of those products or services regardless of the phrasing used therein, will be treated as a contractual requirement which the Contractor is responsible for providing except

to the extent it is specifically superseded by a conflicting provision in a document higher in the Contract's Section 4.1, Contract Documents & Hierarchy.

The Contractor shall have sixty calendar days after the execution date of the Contract to provide the Department with an updated **Attachment H**, Technical Reply to replace the existing **Attachment H**, Technical Reply. The Parties will work together in good faith to agree to the updated **Attachment H**, Technical Reply which will be formalized as a contract amendment to the Contract.

4.2 Notice and Approval of Major Organizational Changes or Changes in Contractor's Organization

The Parties recognize and agree that award of the Contract is predicated upon features of the Contractor's business organization as set forth in this Contract. During the term of this Contract, Contractor shall not allow a transfer or sale of more than forty-nine and nine-tenths percent (49.9%) of its equity shareholder interests or allow a sale of substantially all of its assets without the prior written consent of the Department, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the Contractor shall provide a minimum of sixty (60) calendar days' notice to the Department of a transfer or sale to a wholly owned subsidiary.

4.3 Affidavits of Compliance

The Contractor must certify that it and its subcontractors are in compliance with all Federal, State, and local laws, ordinances, rules, and regulations applicable to Contractor and its subcontractors and their performance under this Contract by **June 30** of each year.

4.4 Scope of Work

The Contractor shall adhere to requirements outlined within **Attachment A**, Scope of Work.

4.5 Required Services and System Functionality

The Contractor shall adhere to the Required Services and System Functionality outlined within **Attachment D**, Required Services and System Functionality.

4.6 Service Level Expectations (SLEs)

Attachment B, Service Level Expectations, establishes specified performance obligations in accordance with sections 282.318 and 287.058, F.S. The Contractor shall adhere to the SLEs, including associated financial consequences in accordance with section 287.058 F.S., and as outlined within **Attachment B**, Service Level Expectations.

The financial consequences set forth in this section will be applied monthly. In no event shall the financial consequences in any given quarter exceed thirty-six percent (36%) of the monthly Contract amount.

When the Department is required to apply a financial consequence for an SLE, the Department will indicate in writing to Contractor, specifying the SLE failure and the amount of the financial consequences that the Department must apply. The Contractor will pay, via methods specified by the Department, the amount identified for the financial consequence(s).

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 or Deliverable. 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.

The Service Provider will not be liable for financial consequences 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's failure to timely perform an express contractual obligation.

The Stabilization Period is the period of time for a given Service Level Expectation where the imposition of the Financial Consequence is either reduced or not imposed or the Service Level Expectation is modified, as indicated in the Stabilization Period and Details of Imposed Financial Consequences column of **Attachment B**, Service Level Expectations. Once the event specified in the Stabilization Period and Details of Imposed Financial Consequences column occurs (e.g., Release 3 Go Live date), the ordinary Financial Consequences will begin to apply, and the Stabilization Period and Details of Imposed Financial Consequences column will no longer apply.

4.7 Plans and Documents

The Contractor shall adhere to the Plans and Documents, including any required or specified formats and frequencies by the Department, outlined within **Attachment E**, Plans and Documents.

4.8 Price Adjustments

If a change to the existing **Attachment A**, Scope of Work requires an increase or decrease in costs, the Parties may use the formal amendment and change request processes adhering to the pricing set forth in the Contract.

4.9 Audit Rights

The State Chief Financial Officer (CFO), the Office of the Auditor General, and the Department (or alternative third-party vendor) have authority to perform audits of the Contractor's data and records that directly relate to the Contract Services. To the extent necessary to verify the Contractor's performance under the Contract and fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners or agents of the Contractor, pertaining to this Contract and the Services, the Contractor shall provide such parties with access to electronic and physical records of the Contractor, or its subcontractors related to or created as a result of the Contract to fulfill their audit responsibilities subject to the terms and conditions set forth herein. The Parties will reasonably cooperate on the timing of such audits to avoid unreasonably interfering with business operations.

Unless otherwise required to be produced by law, the following records are specifically excluded from inspection, copying, and audit rights under the Contract:

1. Records of the Contractor (and subcontractors) that are unrelated to the Contract,
2. Documents created by and for the Contractor 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, F.S., and section 24, Article I of the Florida Constitution, and

3. the Contractor's, or any subcontractor of the Contractor's, internal cost and resource utilization data, or data related to employees, or records related to other customers of the Contractor, or any subcontractor of the Contractor who is not performing Services under this Contract.

On an annual basis, with respect to the Ariba On Demand and Oracle Cloud components of the eProcurement Solution, and to the extent the information exists, the Contractor shall provide, at its own expense, a report, commonly known as a SSAE-18 SOC 2, Type II report or any similar regulatory compliance report, for the audit period of State fiscal year **July 1** through **June 30**.

- a. The service auditor shall also include evaluations of subservice organizations, where necessary.
- b. A copy of that report shall be provided annually at no charge to the Department, the State CFO, and the Auditor General.

Notwithstanding any of the limitations above, in accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within 10 Business Days after the request is made.

4.10 Review and Adjustment of Performance Metrics

Each year, and at any other time as mutually agreed, the Parties shall evaluate the effectiveness and relevance of each Service Level Expectation. In the event the Parties mutually agree upon changes, additions, or deletions to the Service Level Expectations or the performance standards, the Contract shall be amended accordingly.

4.11 Changes Using System Enhancement Hours

The needs of the Customers change over time based on legislative and operational updates. To accommodate these changes, the Contract includes System Enhancement Hours which may be used for any configuration updates to be completed by the Contractor.

4.11.1 Service Hours

Service efforts, including application modifications, which go beyond base operations, will be an ongoing activity for the duration of the Contract. The Contractor will allocate five hundred (500) service hours per year for the Department to use during contract years two (2) through ten (10) for eProcurement Solution modifications. The Contractor shall provide one thousand (1,000) system enhancement hours for the MFMP Interface associated with FL PALM Implementation. The Contractor shall not charge more than **\$125.00** per hour for enhancements and modifications.

Depending on the project or task assigned, employees of the Contractor 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 (1) 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 (0.5) 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 (1st) 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 Contractor to continue to provide the Services.

The service hours per year are incorporated into the base contract price. Any service hours consumed in excess of the agreed upon number of hours per year and any roll-over hours that have been approved by a change order will be paid according to the Contract rate schedule listed in **Attachment C**, Price Sheet. Any unused System Enhancement Hours, including any hours carried over from the prior year, at the Contract expiration or termination date, shall be credited to the Department in the form of an invoice credit at the expiration or termination of the Contract, at the Contract rate schedule listed in **Attachment C**, Price Sheet.

4.11.2 Recordkeeping

The Parties must agree in advance on how and when the System Enhancement Hours will be used. The Contractor shall keep a ledger of all system enhancement hours used on the account and will provide it to the Department on an annual basis. The Contractor shall provide a detailed evaluation of System Enhancement Hours on an annual basis and provide a price reduction or credit to the Department at the expiration or termination of the Contract if allocated hours are not used.

4.12 Third Party Monitoring

The Department reserves the right to contract for third-party consultant services to deliver independent verification and validation (IV&V) that provide an assessment of software products, processes, Contract requirements, and the eProcurement Solution and Services throughout the Contract term. The third-party consultants shall have the authority to access any and all documents and information or gain other access afforded the Department under this Contract.

4.13 Dispute Resolution

This section replaces Section 31 of the PUR 1000.

4.13.1 Overview

Dispute Resolution Procedure: Any conflict or dispute between the Department and the Contractor relating to the Contract will be resolved in accordance with the procedures specified in this Contract. Negotiations prescribed herein are conditions precedent to litigation; however, this Section ("Dispute Resolution") will not apply in the case of Termination for Convenience as provided in Section 2.3.2 ("Department's Right to Terminate for Convenience").

4.13.2 Informal Negotiations/Informal Resolution

Whenever the Department and Contractor have a dispute relative to the Contract, the Contract Manager and the Contractor Representative will attempt to resolve the dispute, subject to the approval of the authorized signatories of the Parties or their designees.

4.13.3 Informal Executive-Level Negotiations

The Contractor and the Department will attempt in good faith to resolve any dispute arising out of or relating to the Contract promptly by negotiation between executives of the Department and the Contractor or their designees having authority to settle the dispute, and who are at a higher level of management than persons with direct responsibility for the administration of the Services at issue.

4.14 Notice of Decision

If the procedures outlined in the Sections 4.13.2 and 4.13.3 of this Contract do not resolve the dispute, the dispute will be decided by the Department's Secretary, who will reduce the decision to writing and provide a copy to the Contractor.

Without limiting the foregoing, either Party may seek judicial review.

4.15 Venue

Without limiting the foregoing, the exclusive venue for any action that arises out of or relates to the Contract will be the appropriate state court in Leon County, Florida; in any such action Florida law will apply and the Parties waive any right to jury trial.

4.16 Payment of Fees and Costs

Except as provided by the indemnity clauses contained herein, the Department and Contractor will each bear its own costs and legal expenses incurred in connection with any negotiation, administrative proceeding, or litigation pursuant to this Contract.

4.17 Action Plans and Step-In Rights

4.17.1

If the Contractor fails to perform any material obligation for which it is responsible in accordance with the requirements of the Contract (including in connection with a force majeure event as described in Section 5.8) or causes the Department to have good faith doubts about the Contractor's ability or intent to perform in accordance with the Contract, the Department Contract Manager may request an Action Plan from the Contractor in writing. If the Department does so, the Contractor will prepare and deliver an Action Plan for the Department's review and approval within ten (10) Business Days after receiving the Department's request (or such longer time period as may be stated in the Department's request).

4.17.2

In addition to any other information the Department may reasonably request be included, the Contractor's Action Plan will contain at least the following information:

1. The root cause of the failure(s) or incident(s) triggering the Department's request for an Action Plan, or, if the root cause has not yet been determined, the actions the Contractor will take to determine the root cause(s),

2. If a remedy is possible, the specific actions the Contractor commits to take to remedy the failure(s) or incident(s) and prevent them from recurring in the future, and
3. The timeline for completing each task described in the Action Plan.

4.17.3

After receiving the Contractor's proposed Action Plan, the Department may give the Contractor notice that the Department approves the Action Plan as written, may reject the Action Plan outright as materially deficient or unsatisfactory, or may identify specific aspects of the Action Plan to be revised by the Contractor. If so requested by the Department, the Contractor will meet with the Department's designated representatives to discuss the proposed Action Plan. If the Department requests a revised Action Plan, the Contractor will prepare and submit a revised Action Plan within five (5) Business Days for the Department's approval. If the Department approves the Contractor's Action Plan, the Contractor will carry out the steps described in the Action Plan in accordance with the associated timeline.

4.17.4

If the Contractor fails to comply in a timely manner with the Contractor's obligations regarding the creation or implementation of an Action Plan, the Department may step in and take over the creation and/or implementation of the Action Plan or the rectification of the failure(s) or incident(s) triggering the Department's request for an Action Plan, either by itself or with the assistance of one or more third-party contractors.

4.17.5

If the Department exercises its step-in rights, the Contractor must cooperate fully with the Department (including its staff and any third parties acting on behalf of the Department) and shall provide, at no additional charge to the Department, all assistance reasonably required by the Department as soon as possible, including:

1. Providing access to all relevant equipment, premises, and software under the Contractor's control as required by the Department (or its nominee); and
2. Ensuring that the Contractor staff, normally engaged in the provision of the work, are available to the Department to provide assistance that the Department may reasonably request.

4.17.6

The Department's step-in rights will end, and the Department will hand back the responsibility to the Contractor, when (and if) the Contractor demonstrates to the Department's reasonable satisfaction that the Contractor is capable of resuming performance and fulfillment of the affected Contractor responsibilities in accordance with the requirements of the Contract and that the circumstances giving rise to the step-in rights cease to exist and will not recur.

4.17.7

The Contractor must reimburse the Department for all reasonable costs incurred by the Department (including reasonable payments made to third parties) in connection with the Department's exercise of step-in rights ("Step-In Costs"). If the Contractor fails to reimburse the Department within thirty (30) days of receipt of the Department's demand for payment of Step-In Costs, the Department is entitled to set off such Step-In Costs against a subsequent invoice.

SECTION 5. GENERAL PROVISIONS

5.1 Communications

5.1.1 Contractor Communication or Disclosure

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the State Data or other information obtained or furnished in compliance with the Contract, without first notifying the Contract Manager and securing the Department's prior written consent.

5.1.2 Use of Department Statements

The Contractor shall not use any statement attributable to the Department or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Contract Manager and securing the Department's prior written consent.

5.2 Amendments

No oral modifications of this Contract are permitted. All modifications to this Contract must be in writing signed by both Parties.

5.3 Assignment

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

5.4 Conflict of Interest

The Contractor must disclose the name of any officer, director, or employee who is also an employee of the State or any of its agencies. Further, the Contractor must disclose the name of any State employee who owns an interest of five percent (5%) or more in the Contractor.

5.5 Policy or Procedure Changes

When the Department's policies or procedures change due to statutory, regulatory, or other modifications, the Contractor shall follow a formal, written process to ensure the policies and procedures are adequately communicated and knowledge transferred; provided, however, that the Department shall give reasonable advanced written notice to Contractor of any such changes, and in the event such changes affect Contractor's ability or cost to deliver the Services as set forth herein, the Contractor shall notify the Department and the Parties will discuss a reasonable change order to modify any affected terms or conditions of the Services

1. The Contract Manager (or designee) may provide policy guidance via email to the Contractor.
2. The Contractor shall develop the proposed process, communication, or procedural update per the policy guidance and provide to the Contract Manager via email for the Department's review and approval. If necessary, a meeting will be scheduled with all Parties to gain alignment.

3. Once the proposed process, communication, or procedural update has been agreed to, the Contract Manager (or designee) will provide written approval via email.
4. The Contractor shall train Service Center staff of the agreed upon process, communication, or procedural update, and provide the Department confirmation that the training and communication activities have been completed.
5. The Contractor shall memorialize these processes, communications, or procedural updates in a collaboration tool whereby all documents related to the updates are captured and shared between both Parties.

5.6 Documents and State Data

In the course of Contractor's performance of this Contract, Contractor agrees that all State Data shall remain the sole and exclusive property of the State, free and clear of any and all claims of Contractor. All State Data shall be immediately delivered to the Department in the format to be mutually agreed upon by the Parties as requested or upon commencement of the Transition Period.

5.7 Entire Contract

This Contract and any amendments hereto constitute the full and complete Contract of the Parties and supersede any prior contracts, arrangements, and communications, whether oral or written, with respect to the subject matter hereof. Each Party acknowledges that it is entering into the Contract solely on the basis of the representations contained herein, and for its own purposes and not for the benefit of any third party. This Contract will not apply to any events or transactions occurring prior to the Contract Execution Date.

5.8 Force Majeure, Notice of Delay, and No Damages for Delay

This section replaces section 24 of the PUR 1000. The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, pandemic, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In the case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages may be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact, or other costs, expenses, or damages (including, but not limited, to costs of acceleration or inefficiency) arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the

State, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

5.9 Good Standing

The Contractor must maintain good standing as a Florida or foreign profit or non-profit corporation, partnership, limited liability company, or other recognized business entity authorized to transact business pursuant to the laws of this State. The Contractor shall submit a certified copy of a Certificate of Status from the Secretary of State, Division of Corporations, to the Department prior to the execution of this Contract. In addition, the Contractor shall certify, prior to the execution of the Contract, that the person executing this Contract is authorized to do so.

5.10 Independent Contractor

In connection with this Contract, each Party is considered an independent entity and, as such, shall not have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership, or agency relationship between the Parties for any purpose. Under no circumstance shall one Party's employees be construed to be employees of the other Party, nor shall one Party's employees be entitled to participate in the profit sharing, pension, or other plans established for the benefit of the other Party's employees. Neither Party shall be deemed a joint employer of the other's employees; each Party being responsible for any and all claims by its employees. Neither Party's employees shall be deemed "leased" employees of the other Party for any purpose. The agreements of the Parties set forth in this Contract are not intended for, nor shall they be for, the benefit of or be enforceable by, any person not a Party.

5.11 Lobbying

Funds provided under this Contract shall not be used to violate the provisions of sections 11.062 and 216.347, F.S. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the **Attachment A**, Scope of Work, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

5.12 State Data Backup and Loss of State Data

The Department will have the right to establish backup security for any State Data and to keep backup copies of State Data in its possession if it chooses. At the Department's request, the Contractor will provide the Department with downloads of State Data to enable the Department to maintain such backup copies.

In the event of loss of any State Data in Contractor's custody or control (including State Data in Oracle's and Tableau's custody or control) where such loss is not due to the Department's action, the Contractor shall be responsible for recreating such lost data in the manner it existed or in a comparable manner reasonably acceptable to the Department on a reasonable schedule set by the Department.

For State Data in SAP Ariba's custody or control, the Contractor shall ensure SAP Ariba will (i) back up State Data incrementally on a daily basis and fully on a weekly basis, archive and maintain duplicate or redundant systems; and (ii) establish and follow procedures and frequency intervals for transmitting backup data and systems to SAP's backup location. Such backup storage and systems shall be located at a secure physical location other than the location of SAP's primary system(s).

The Contractor shall ensure SAP Ariba will provide its standard redundancy service at no additional charge as part of its provision of the Service, which includes the following capabilities: (i) nightly incremental/weekly full database backup to disk (and restoration of service from these backups in case of a disaster); (ii) replication to a designated remote data center; and (iii) commercially reasonable efforts to restore service from backups as soon as possible in case of a disaster resulting in loss of the data center or any other event giving rise to the loss of or damage to State Data.

The Contractor shall work with SAP Ariba to recreate such lost data in the manner it existed or in a comparable manner reasonably acceptable to the Department on a reasonable, mutually agreed schedule.

5.13 Notices

All notices required under the Contract must be delivered to the Contract Manager or Contract Representative in a manner identified by the Department.

5.14 Representation of Ability to Perform

The Contractor represents that there is no action, suit, proceeding, inquiry, or investigation at law or equity, before or by a court, governmental agency, public board or body, pending or threatened, that would materially prohibit, restrain, or enjoin the execution or delivery of the Contractor's obligations, diminish the Contractor's obligations, or diminish the Contractor's financial ability to perform the terms of this Contract. During the term of this Contract, if any of the aforementioned events occur, the Contractor shall immediately notify the Department in writing. The Contractor shall remain adequately capitalized during the term of this Contract. The Parties agree that failure to comply with this section shall constitute a material breach and shall be grounds for termination of this Contract in accordance with Section 2.3.1 ("Termination for Cause") of this Contract.

5.15 Contractor's Property

Unless otherwise agreed upon by the Parties, the Contractor, at its expense, shall furnish, install, operate, and maintain all internal Contractor property required to perform the Contractor's obligations under this Contract. The Department reserves the right to inspect the area in the Contractor's facilities where the Services are performed at any reasonable time with prior notice, subject to the terms and conditions in Section 4.9 hereof.

5.16 Severability Clause

If any term or provision of this Contract is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of the Contract.

5.17 Subcontracting

The Contractor shall be fully responsible for all work performed under the Contract resulting from this solicitation including but not limited to planning, managing, implementing, operating, supporting, and honoring warranties, if applicable. If the Contractor needs to subcontract for

any services, the Contractor shall submit a written request to the 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 Contractor is unable to perform this service;
3. Time of performance of the identified service;
4. A description of how the Contractor plans to monitor the subcontractor's performance of the identified services;
5. Certification by the Contractor that the subcontractor has all licenses and has satisfied all legal requirements to provide the Services per the Contract.
6. Certification that the subcontractor is approved by the Florida Department of State to transact business in the state;
7. Certification by the Contractor 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;
8. A copy of the written subcontract agreements (pursuant to Chapter 119, F.S.); and
9. Acknowledgement from the subcontractor of the Contractor's contractual obligation to the Department and that the subcontractor agrees to comply with all terms and conditions of the Contract.

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

The Contractor is solely responsible for ensuring that the subcontractor performs as specified in the Contract. The Contractor's use of a subcontractor not approved by the 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 Contract Manager (i.e., approval before services are provided by a subcontractor), subcontractors may be substituted or added. The Department reserves the right to require a payment bond if the Contractor uses subcontractors.

5.18 Taxes

The State does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. The Department will provide the Contractor with a valid Florida exemption number or exemption certificate. This exemption does not apply to purchases of tangible personal property made by Contractors who use the tangible personal property to improve real property, as the terms, "real property" and "tangible personal property" are defined in section 192.001, F.S. If applicable, the Department will provide the Contractor a tax exempt certificate for sales of tangible personal property to the Department by the Contractor or purchases of tangible personal property made by the Contractor on behalf of the Department in connection with this Contract, where the title vests in the Department.

5.19 Waiver

Unless otherwise agreed, the delay or failure by either Party to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of that Party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

5.20 Third Party Consent

Except as otherwise agreed herein, the Department will obtain all consents necessary from its third parties (i.e., those not under contract with the Contractor), including obtaining, at no cost to the Contractor, consents for the Contractor's use of any Department-furnished property or systems required for the Contractor to perform its obligations under this Contract. The Department acknowledges and agrees that it shall remain responsible for the contractual relationship with such third parties and for facilitating their cooperation with the Contractor.

SECTION 6. CONTRACT ADMINISTRATION

6.1 Department Contract Administrator

The Contract Administrator whose responsibilities will be to maintain this Contract is:

Greg Hill
Departmental Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 335
Tallahassee, Florida 32399-0950
Telephone: (850)413-7190
Email: greg.hill@dms.fl.gov

In the event that the Department changes the Contract Administrator, the Department will notify the Contractor via email. Such changes do not require a formal written amendment to the Contract.

6.2 Contract Manager

The Contract Manager who is primarily responsible for enforcing the Contractor's performance of its duties and obligations pursuant to the terms of this Contract shall be:

Jillian Green
State Purchasing
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399-0950
Telephone: (850) 688-2958
Email: jillian.green@dms.fl.gov

In the event that the Department changes the Contract Manager, the Department will notify the Contractor via email. Such changes do not require a formal written amendment to the Contract.

6.3 Contractor Representative

The Contractor's employee who is primarily responsible for overseeing the Contractor's performance of its duties and obligations pursuant to the terms of this Contract shall be:

Shireen Sackreiter
Accenture LLP
3800 Esplanade Way, Suite 100
Tallahassee, FL 32311

Telephone: (850) 513-0620

Email: shireen.s.sackreiter@accenture.com

In the event that the Contractor changes the Contract Representative, the Contractor will notify the Department via email. Such changes do not require a formal written amendment to the Contract.

6.4 Commitment to Diversity in Government Contracting

The State is committed to supporting its diverse business population through involving woman-, veteran-, and minority-owned small businesses in the state's purchasing process. The Office of Supplier Diversity's Mentor-Protégé Program connects certified business enterprises with private corporations for business development mentoring. The Department strongly encourages firms doing business with the State to consider becoming a Mentor and participating in this initiative. More information on the Mentor-Protégé Program may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915 or osdinfo@dms.myflorida.com.

The Department supports diversity in its procurements, and requests that all subcontracting opportunities afforded by this solicitation be shared with certified woman-, veteran-, and minority-owned businesses. The award of subcontracts should reflect the vast array of citizens in the State. Bidders can search for certified business enterprises online at the Office of Supplier Diversity's [Certified Vendor Directory](#) or contact (850) 487-0915 for information on certified businesses that may be considered for subcontracting opportunities.

SECTION 7. COMPLIANCE WITH LAWS

7.1 Compliance

The Contractor must 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. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

7.2 Notice of Legal Actions

The Contractor shall notify the Department of any legal actions filed against it for a violation of any laws, rules, codes, ordinances, or licensing requirements within thirty (30) calendar days of the action being filed. The Contractor shall notify the Department of any legal actions filed against it for a breach of a contract of similar size and scope to this Contract within thirty (30) calendar days of the action being filed. Failure to notify the Department of a legal action within thirty (30) calendar days of the action shall be grounds for termination or nonrenewal of the Contract.

7.3 Convicted and Discriminatory Vendors

Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list.

7.3.1 Convicted Vendors

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or 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, F.S., for Category Two for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

7.3.2 Discriminatory Vendors

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or 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.

7.3.3 Suspended Vendors

In accordance with section 287.042, F.S., an entity or affiliate who is on the Suspended Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract.

The Contractor shall notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the suspended vendor list, convicted vendor list or the discriminatory vendor list during the life of the Contract.

7.4 Cooperation with the Inspector General

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

7.5 Compliance with Chapter 60FF and 60GG, F.A.C.

Contractor agrees to cooperate with the Department and Customers and perform all tasks in furtherance of the Department's and/or Customer's efforts to comply with the obligations under Rule Chapters 60FF and 60GG, Florida Administrative Code, as applicable.

SECTION 8. DEPARTMENT OF STATE, CORPORATE STATUS CERTIFICATE

Consistent with Title XXXVI, F.S., prior to the Contract Execution Date, the Contractor, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization, if a foreign business entity, and maintain such status through the life of the Contract. The Contractor must require the same of all subcontractors.

SECTION 9. LIABILITY AND WORKERS' COMPENSATION INSURANCE

This section replaces section 35 of the PUR 1000 form. The Contractor shall, at its own expense, secure and continuously maintain the insurance coverage required by law and explicitly required by this section and shall provide proof of such insurance coverage annually, in accordance with Section 9.7 ("Proof of Insurance") of this Contract, to the Department for approval and require the same of its subcontractors. Performance may not commence on this Contract until such time as insurance is secured by the Contractor and subcontractors and is approved by the Department. The Department shall not be responsible for any premiums or deductibles.

During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. The Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized to write policies in the State.

The Contractor shall have its insurance carrier note the Department as additional insured as provided below:

Florida Department of Management Services
Division of State Purchasing c/o
Departmental Purchasing 4050
Esplanade Way, Suite 335
Tallahassee, Florida 32399-0950

9.1 Commercial General Liability

The Contractor shall secure and continuously maintain commercial general liability insurance (inclusive of any amounts provided by an umbrella or excess policy) in a face amount of **\$12 million** per occurrence and **\$14 million** per policy year. The Department shall be listed as an additional insured in the commercial general liability coverage policy with respect to its liability for the Contractor's acts. The Contractor shall endeavor to provide thirty (30) calendar days prior written notice to the Department of cancellation for any coverage.

9.2 Workers' Compensation and Employer's Liability Insurance

The Contractor shall secure and continuously maintain workers' compensation insurance coverage and employer's liability insurance as required under all relevant statutes covering all employees engaged in any Contract work. Such coverage shall comply fully with all applicable state and federal laws governing workers' compensation. The insurance shall cover all of the Contractor's employees connected with the provision of Services under this Contract. Should any work be subcontracted, the Contractor shall require the subcontractor similarly to provide workers' compensation coverage for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Contractor. If any class of employees engaged in hazardous work under this Contract is not protected or otherwise covered under applicable workers' compensation statutes, the Contractor shall provide, and require each subcontractor to provide adequate insurance coverage, satisfactory to the Department, for the protection of employees not otherwise protected.

9.3 Professional Indemnity Insurance

The Contractor shall secure and continuously maintain professional indemnity insurance that shall cover Professional Liability and Error and Omissions in the face amount of **\$10 million** per occurrence and **\$12 million** per policy year. The Contractor shall endeavor to provide thirty (30) calendar days' prior written notice to the Department of cancellation for any coverage.

9.4 Motor Vehicle Insurance Coverage

The Contractor shall secure and continuously maintain motor vehicle liability insurance covering all vehicles, owned or otherwise, used in the Contract work, with minimum combined limits of **\$500,000.00**, including hired and non-owned liability and **\$10,000.00** medical payment per claim.

9.5 Subcontractor Provider Insurance Coverage

The Contractor shall require each subcontractor (other than Individual Contractors) to secure and continuously maintain insurance as follows:

- a. Commercial General Liability – **\$2 million**,
- b. Workers' Compensation – statutorily required amount (**\$TBD**), and
- c. Professional Indemnity – **\$2 million**.

9.6 Professional Liability and Cyber Minimum Insurance Coverage

The Contractor shall secure and continuously maintain insurance by the level of risk for a data breach and privacy/cyber liability including technology errors and omissions, addressing network security and privacy liability. Such coverage shall address Contractor's liability in the performance of services under the Contract for: (a) unauthorized access or use of a computer system or network; (b) denial of service attacks; (c) receipt or transmission of malicious code; (d) failure to protect confidential, personal or corporate information; (e) wrongful collection of confidential, personal or corporate information; and, (f) violation of privacy laws, statutes or regulations in connection with an event described in (d) or (e). Such policy shall meet the following minimum insurance coverage amounts, per occurrence and per policy year:

- a. Low Risk Data – **\$2 million**
- b. Moderate Risk Data – **\$5 million**
- c. High Risk Data – **\$10 million**

9.7 Proof of Insurance

At the request of the Department, the Contractor 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 thirty (30) days prior to the expiration or termination of any insurance.

9.8 Performance Bond

Within ten (10) Business Days after effective date of this Contract, Contractor will furnish, and keep in force during the entire Contract term, at no cost to the Department, a performance bond in the amount of **\$12 million** for year one (1) of the Contract, **\$5.6 million** for years two (2) through five (5) of the Contract and upon Contract renewal, **\$5.7 million** for years six (6) through ten (10) of the Contract, issued by a surety company authorized to do business in the State and approved in writing by the Department, payable to, in favor of, and for the protection of the Department. The bond shall be conditioned for the prompt and faithful performance of this Contract. Annually, and at the request of the Department, the Contractor shall provide proof of its performance bond.

9.9 Indemnification

The Contract does not constitute a waiver of sovereign immunity or consent by State or Eligible Users to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

The Contractor shall be fully liable for the actions of its agents, employees, partners, vendors of the Licensed Tools, or subcontractors and shall fully indemnify, defend, and hold harmless the Department from any third party suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the negligence of Contractor, its agents, employees, partners, vendors of the Licensed Tools, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Department or the State.

Contractor will indemnify, defend, and hold the Department and the State harmless from any third-party claim or actions, losses, liabilities, damages, and expenses made, assessed, or awarded against the Department or the State to the extent such claim, action, loss, liability, damage, or expense results from, or is based on, a claim or allegation that any Deliverable or any Work Product infringes a presently existing US patent at time of delivery, copyright, or a trade secret of any third party. The obligations of this section do not apply to the extent the claim or allegation of infringement results from:

- a. The Department's misuse or modification of the Deliverable or Work Product;
- b. The Department's failure to use corrections or enhancements to the Deliverable or Work Product made available by the Contractor;
- c. The Department's distribution, marketing or use for the benefit of third parties of the Deliverable or Work Product; or
- d. If infringement is caused by information, direction, specification or materials provided by Department or any third party.

If any Deliverable or Work Product is, or in the Contractor's opinion is likely to be, held to be infringing, the Contractor shall at its expense and option either:

- a. Procure the right for the Department to continue using it,
- b. Replace it, as approved by the Department, with a non-infringing product or service equivalent in function and capabilities, or modify it, as approved by the Department, to make it non-infringing but equivalent in function and capabilities.

The Contractor shall be fully liable for the actions of its agents, employees, partners, vendors of the Licensed Tools, and subcontractors and shall fully indemnify, defend, and hold harmless the Department and the State of Florida, and their officers, agents, and employees from any suits, actions, damages, and costs of every name and description, including attorneys' fees, attributable to third party claims to the extent arising or resulting from, a violation by the Contractor, its agents, employees, partners, vendors of the Licensed Tools, or subcontractors of Sections 19 and 20 below resulting in the improper disclosure of State Data. The Contractor's indemnification obligations under this paragraph are limited to the amount of the total value of the first four years of the Contract. In addition to this indemnification, the Contractor shall provide credit monitoring services in accordance with Section 21.2.1.

9.10 Limitation of Liability

This section replaces Section 20 of the PUR 1000. Unless otherwise specifically enumerated in the Contract, neither the Department nor the Contractor shall be liable for special, indirect, punitive, or consequential damages. The Department shall not be liable for lost profits, lost revenue, or lost institutional operating savings. The Department may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under this Contract with the State.

The Contractor's total liability for any claim, loss or liability arising out of, or connected with the Services and Deliverables provided, shall not exceed direct damages of an amount equal to two (2) times the total of charges paid by the Department for the services giving rise to the claim during the twelve (12) month period immediately preceding the claim.

The foregoing exclusions and limitations on the Contractor's liability in this Section 9.10, Limitation of Liability, shall not:

1. Apply with respect to the Contractor's defense and indemnification obligations under this Contract;
2. Apply with respect to the Contractor's breach of its obligations under any or all subsections of Section 20, State Data Protection and Management, and Section 21, Security Breaches and Incidents which is limited to the amount of the total value of the first (1st) four (4) years of the Contract; nor
3. Exclude or limit the recovery of any damages attributable to any of the following: (i) intentional torts, willful misconduct (including willfully and intentionally breaching the Contract), unlawful conduct, or gross negligence of or by the Contractor or an entity or person for whom the Contractor is responsible; (ii) a breach of a material obligations under Section 10, Pubic Records; (iii) an intentional misappropriation or intentional infringement of intellectual property rights; (iv) a violation of applicable law (unless such violation is subject to the limitation in the immediately preceding subsection 2)); or (v) the Contractor's (or a Subcontractor's) cessation or abandonment of any Services without

providing exit transition services in good faith and substantially in accordance with this Contract.

Notwithstanding any provisions to the contrary, nothing in this section will be construed to impose any limitation prohibited by Rule 60A-1.006(3), F.A.C.

The following types of damages will be deemed to be recoverable by the Department as direct damages under this Contract to the extent they result from the failure of the Contractor (or entities or persons for whom the Contractor is responsible) to fulfill its obligations under and in accordance with this Contract:

1. Step-In Costs,
2. Costs and expenses incurred by the Department and/or Customer's (including documented internal costs as well as amounts paid to third parties) to correct errors or deficiencies in the Services, provide a workaround for the Services, and/or acquire substitute services conforming to the Contract as a result of any failure of the Contractor to provide the Services as required by the Contract,
3. Costs and expenses incurred by the Department and/or Customers (including documented internal costs as well as amounts paid to third parties) to correct, recreate, and/or reload any State Data lost or damaged as a result of the Contractor's breach of the Contract or as a result of negligence or willful misconduct by any Contractor staff; and
4. Damages suffered by any Customer that would be direct damages if they had instead been suffered by the Department itself.

No provision in this Contract will be construed to 1) require the Department to hold harmless or indemnify the Contractor; 2) require the Department to insure or assume liability for the Contractor's negligence; 3) waive the Department's sovereign immunity under the laws of the State; or 4) otherwise impose liability on the Department for which it would not otherwise be responsible. Any provision, implication, or suggestion to the contrary is null and void.

SECTION 10. PUBLIC RECORDS

10.1 Termination of Contract.

The Department may terminate the Contract on thirty (30) calendar days' advanced written notice for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

10.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL

ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
4. Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

10.3 Protection of Trade Secrets or Otherwise Confidential Information.

10.3.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.

If the Contractor considers any portion of materials submitted to the Department to be trade secret under section 688.002 or 812.081, F.S., or to otherwise be Confidential Information, the Contractor must clearly designate that portion of the materials as Confidential Information when submitted to the Department. The Contractor will be responsible for responding to and resolving all claims for access to Contract-related materials it has designated as Confidential Information.

10.3.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as Confidential Information, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as Confidential Information, the Department will provide the materials to the requester.

10.3.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for all claims, costs, fines, and attorney's fees arising from or relating to the Contractor's designation of materials as trade secret or otherwise confidential.

10.4 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website. The Contractor shall provide such to the Department when requested. Such records may be used to, amongst other things, determine the application of financial consequences.

SECTION 11. INTELLECTUAL PROPERTY

11.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract. In the event that the Contractor fails to provide Services or is no longer providing Services, the Department will retain ownership of and may continue use of all intellectual property created as a result of the Contract.

State Data will be made available to the Department upon its request, in the form and format requested by the Department. The Contractor and its representatives will not sell, assign, lease, or otherwise dispose of any State Data to third parties or commercially exploit State Data other than for the benefit of the Department and State Agencies as authorized by the Contract, nor will any Contractor Staff or subcontractor Staff other than those having a strict need to know, be given access to the State Data. The Contractor will not possess or assert any lien or other right against or to any State Data in any circumstance.

Notwithstanding the above or anything to the contrary herein, each Party (or its licensors as applicable) shall retain ownership of its intellectual property rights, including without limitation patents, copyright, know-how, trade secrets and other proprietary rights ("IP") which were existing prior to the Contract, or IP developed, licensed or acquired by or on behalf of a Party or its licensors independently from the Services or the Deliverables, in each case including any modifications or derivatives which may be created as part of the Services (collectively "Pre-Existing IP"). The State grants to Contractor (and its subcontractors), during the term of the Contract, a non-exclusive, fully paid, worldwide, non-transferable, limited license to use the State's Pre-Existing IP (and shall obtain the same license/consent as required from any third-party), solely for the purpose of providing the Services and Deliverables.

Effective upon final payment (including any licence fee specified in the Contract), Contractor grants to the State, subject to any restrictions applicable to any third-party materials embodied in the Deliverables, a perpetual, worldwide, non-transferable (except as described below), non-exclusive, irrevocable right and license to use, copy, modify and prepare derivative works of the Contractor Pre-Existing IP embedded in the Deliverables, for the State's and Department's purposes described in the Contract.

Notwithstanding the foregoing, the Department may disclose any Deliverables that do not contain any Contractor Pre-Existing IP and/or Contractor Confidential Information to any third party without restriction. To the extent that Deliverables contain Contractor Pre-Existing IP and/or Contractor Confidential Information, the Department may disclose such Deliverable to a third party (i) without restriction if the Department redacts, removes, or otherwise masks

such Contractor Pre-Existing IP and/or Contractor Confidential Information from the Deliverable; or (ii) for the Department's business purposes, provided that (A) the Department has an agreement in place with the third party that protects any Contractor Pre-Existing IP and/or Contractor Confidential Information in substantially the same manner as under this Contract; (B) the third party shall only have access to Contractor Pre-Existing IP and/or Contractor Confidential Information to the extent necessary to perform services for the Department; and (C) the Department shall remain responsible for a breach of Contractor Pre-Existing IP and/or Contractor Confidential Information by the third party. The Department's obligations under this paragraph with respect to third parties are contingent upon the Contractor identifying Pre-Existing IP at the time the Deliverables containing the Contractor Pre-Existing IP are provided to the Department. Nothing contained herein shall alter Contractor's obligations under Section 10.3 of this Contract.

Each Party is free to use concepts, techniques and know-how retained in the unaided memories of those involved in the performance or receipt of the Services. The Contractor is not precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the Deliverables provided and to the extent that they do not contain Department Confidential Information.

11.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State. Contractor must inform the Customer of any inventions or discoveries developed or made in connection with the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State will be the sole owner of all patents resulting from any invention or discovery made in connection with the Contract.

11.3 Copyrightable Works.

Contractor must notify the Department or State of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed in connection with the Contract are owned solely by the State.

SECTION 12. E-VERIFY

The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five (5) days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing

work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.

SECTION 13. SCRUTINIZED COMPANY LIST

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, been engaged in business operations in Cuba or Syria, been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel.

SECTION 14. CONTRACT DOCUMENTS

The Contractor shall retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers and documents that were made in relation to this Contract. Contractor shall retain all documents related to this Contract in compliance with the rules of the Florida Department of State.

SECTION 15. GIFTS

The Contractor agrees that it will not offer to give or give any gift to any State employee. The Contractor will ensure that its subcontractors, if any, will comply with this provision.

SECTION 16. VENDOR OMBUDSMAN

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting vendors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

SECTION 17. MONITORING BY THE DEPARTMENT

The Contractor shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods, and services of the Contractor that are relevant to this Contract and to interview clients, employees, and subcontractor employees of the Contractor to assure the Department of satisfactory performance of the terms and conditions of this Contract. Following such review, the Department may deliver to the Contractor a written report of its finding(s) and direct the development, by the Contractor, of a corrective action plan. This provision will not limit the Department's termination rights.

SECTION 18. AUDITS

The Department may conduct or have conducted performance and/or compliance audits of any and all areas of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and Subcontractors' State Data and records that directly relate to the Contract Services. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to this Contract, may be inspected by the Department upon fifteen (15) days' notice, during normal working hours. 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 Contractor's contracts relating to this Contract. The State's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

SECTION 19. BACKGROUND SCREENING AND RECORD RETENTION

Contractor shall ensure that all Contractor employees, subcontractors, and agents performing work under the Contract will comply with all security and administrative requirements of the Department.

19.1 Security Officers

Each Party will provide an employee to serve as a Security Officer dedicated to the MFMP Program. Each Party's Security Officer will work with the other Party's Security Officer with respect to security matters and related issues concerning the Contract. This does not preclude either Security Officer from working on other matters unrelated to the Contract. The Contractor's Security Officer will be located at the Service Center or work remotely and responsible for the security of the eProcurement Solution Data, whether on-premise or cloud based and shall oversee security issues at the Contractor facilities where Services are provided.

19.2 Background Screening

In addition to any background screening required by the Contractor as a condition of employment, the Contractor warrants that it will ensure that background history checks, including criminal history, are conducted on each of its employees, subcontractor personnel, independent contractors, leased employees, volunteers, licensees or other persons operating under the Contractor's direction who directly perform Services under the Contract, hereinafter referred to as "Person" or "Persons". All Persons are considered to be persons of special trust and shall therefore undergo a Level II background screening, as specified in section 435.04, F.S., by the Department. The Florida Department of Law Enforcement and Justice Department fees for this screening are the responsibility of the Contractor. The Contractor warrants that all Persons will have passed the Level II Background Screening described herein before they have Access to State Data or begin performing Services under the Contract.

"Access" means to review, inspect, approach, instruct, communicate with, store data in, retrieve data from, or otherwise make use of any State Data, regardless of type, form, or nature of storage or the ability to review, inspect, approach, instruct, communicate with, store data in, retrieve data from, or otherwise make use of any State Data, regardless of type, form, or nature of storage. Access to a computer system or network includes local and remote access.

19.2.1 Disqualifying Offenses

If at any time it is determined that a Person has a disqualifying offense under section 435.04, F.S. ("Disqualifying Offense"), not exempt under section 435.07, F.S., the Contractor is required to immediately remove that Person from any position with Access to State Data or any position performing Services under the Contract.

19.2.2 Refresh Screening

The Contractor will ensure that all background screenings will be refreshed every two (2) years from the time initially performed for each Person during the term of the Contract.

19.2.3 Records of Background Screenings and Auditing

The Contractor will maintain a list of Persons who have undergone a Level II Background Screening per this Contract and the date when the Level II Background Screening was last conducted. The Department shall have the right to audit compliance with this section upon reasonable notice during normal business hours, and Contractor and its subcontractors shall cooperate with this audit process.

19.2.4 Self-Disclosure

The Contractor shall ensure that all Persons have a responsibility to self-report to the Department within one calendar day an arrest, a judicial determination relating to a Disqualifying Offense, or an updated court disposition of a Disqualifying Offense. The Person shall notify the Department's Contract Manager within twenty-four (24) hours of the occurrence of a Disqualifying Offense, or updated court disposition of such Disqualifying Offense. The Department shall immediately assess whether to disallow that Person Access to any State Data or from directly performing Services under this Contract. The Contractor shall require that the Person complete an annual certification that the Person has not received any additional arrests or judicial determination relating to a Disqualifying Offense and shall maintain that certification in the employment file.

SECTION 20. STATE DATA PROTECTION AND MANAGEMENT

20.1 Duty to Provide Secure State Data

The Contractor will maintain the security of State Data including, but not limited to, a secure area around any display of such State Data or data that is otherwise visible. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information applicable to the Contractor in its performance of the Services to include requirements of Chapter 60GG-2, Florida Administrative Code. State Data is not to be disclosed to any person or entity that is not approved to participate in the **Attachment A**, Scope of Work set forth in this Contract.

20.2 Department's Ability to Audit Screening Compliance and Inspect Locations

The Department reserves the right to audit the Contractor's background screening process for performance under this Contract, upon two (2) Business Days prior written notice to the Contractor during the term of the Contract. The Department will have the right to inspect the Contractor's working area, computer systems, and/or location upon two (2) Business Days prior written notice to the Contractor to ensure that access to the State Data is secure and in compliance with the Contract and all applicable state and federal rules and regulations.

20.3 Record Retention

The Contractor shall retain a list of all Persons with Access to State Data, including a statement confirming that each Person has passed the Background Screening required

herein. Such a statement shall not include the substance of the screening results, only that the Person has passed the screening.

The Contractor shall create a written policy for the protection of State Data, including a policy and procedure for Access to State Data. This written policy must be completed and provided to the Department as part of the Security Management Plan in accordance with the timeline listed in **Attachment E**, Plans and Documents.

The Contractor shall document and record, with respect to each instance of Access to State Data:

1. The identity of all individual(s) who have been granted access to State Data in any way, whether those individuals are authorized Persons or not; and
2. The duration of the individual(s)' access to State Data, including the time and date at which the access began and ended.

The Contractor shall retain the written policy and information required in this section for the duration of this Contract and a period of no less than five (5) years from the date of termination of this Contract and any Contract extensions. The written policy and information required in this section shall be included in the Department's audit and screening abilities as defined in Section 20.2 ("Department's Ability to Audit Screening Compliance and Inspect Locations") of this Contract. The written policy and information required in this section shall also be subject to immediate disclosure upon written or oral demand at any time by the Department or its designated agents or auditors.

Failure to compile, retain, and disclose the written policy and information as required in this section shall be considered a breach of the Contract. The resulting damages to the Department from a breach of this section are by their nature impossible to ascertain presently and will be difficult to ascertain in the future. The issues involved in determining such damages will be numerous, complex, and unreasonably burdensome to prove. The parties acknowledge that these financial consequences are liquidated damages, exclusive of any other right to damages, not intended to be a penalty, and solely intended to compensate for unknown and unascertainable damages. The Contractor therefore agrees to credit the Department the sum of **\$10,000.00** for each breach of this section.

20.4 State Data Access

The Contractor should ensure that all State Data will at all times reside in, and be maintained in, the continental U.S. The Contractor shall require that neither the Contractor nor any subcontractor will access State Data from outside of the continental U.S., nor will they send any copies of State Data outside the continental U.S. without the prior written consent of the Department. The requirements of this section do not pertain to State Data that is "Open data," as defined in section 282.0041, F.S.

20.5 Encryption Requirements

The Contractor shall establish, maintain, and enforce (and Contractor shall ensure its affiliates and subcontractors establish, maintain, and enforce) a written policy that prohibits the sending of any State Data that is customarily considered to be sensitive or confidential in nature (including social security number, home address and medical information) by electronic mail. This written policy must be provided to the Department within sixty (60) days of execution of the Contract. The Contractor agrees to encrypt the transmission of all State Data that is customarily considered to be sensitive or confidential in nature (including social

security number, home address and medical information), whether or not it is sent through MFMP or through other electronic means. The Contractor shall obtain the Department's approval for the encryption software and procedures used by Contractor. The foregoing encryption requirement under this section shall not apply to messages sent over secure, dedicated lines:

- a. From Contractor employees and Individual Contractors to other Contractor employees or Individual Contractors, or
- b. From the Contractor to the Department, a Covered Entity or a member of the Covered Population.

The Contractor shall be permitted to receive emails or other electronic transmissions from the Department or a Customer containing any State Data; further, in the event of such transmission, Contractor shall protect the confidentiality of such data. Contractor shall ensure that all laptop computers, tablets and other portable computer or data storage devices used to access State Data shall have "full disc" encryption. Contractor shall require its subcontractors to comply with the requirements to the extent applicable to subcontractor's services.

20.6 Service Center Security Requirements

The Contractor shall ensure that the physical Service Center facility meets the following requirements:

- a. For all Service Center employees, beginning twelve (12) months after execution, the Contractor shall secure the Service Center and restrict access to only authorized employees.
- b. The Contractor shall comply with Rule 60GG-2, F.A.C. and encrypt confidential and exempt information during transmission. In addition, the Contractor shall encrypt mobile IT resources that store, process, or transmit exempt, or confidential and exempt agency data.
- c. The Contractor shall comply with State restrictions on internet access (or the ability to transmit State Data by any other electronic means) with respect to Contractor computers used by Service Center staff with access to State Data. Contractor personnel working offsite or outside the Contractor's locations may only access State Data via the Contractor's virtual private network (VPN).
- d. The Contractor shall certify periodically, but no less than quarterly, that system access audits for appropriate security assignments based on job role and function have been conducted. The Contractor shall notify the Department of any implications resulting from the audit related to this Contract and provide a remediation plan as deemed necessary by the Department.
- e. The Contractor shall shred all paper documents no longer necessary for daily support purposes and employ an accredited shredding company that is licensed, insured, and bonded to dispose of shredded documents.
- f. The Contractor shall ensure that all printer and computer hard drives shall be erased/cleaned or destroyed prior to surplus or sale.
- g. The Contractor shall prominently post a written notice in the Service Center reminding employees of their responsibility to safeguard State Data and requiring them to report suspected instances of security violations and perceived weaknesses in security procedures to their manager.

- h. The Contractor shall provide a privacy disclosure policy to its employees and require signatures denoting the employee's understanding of the security provisions of this Contract.
- i. The Contractor shall ensure that employee's receive annual training regarding information privacy and security. The Contractor shall annually provide to the Department a copy of the privacy and security training materials and participant training logs.
- j. The Contractor shall within one (1) business day report to the Department any problems or concerns discovered during the course of business or as a result of an investigation or audit.

20.7 Data Security Notification Letter

The Contractor shall provide to the Department, quarterly, on the Contractor's letterhead and signed by an Officer of the Contractor, a Data Security Notification Letter providing documentation and notification of any breach of Security Involving State Data, the eProcurement Solution, or any subcontractor or the Contractor facility housing State Data.

20.8 Department Infrastructure Protection

Nothing herein is intended to require the Contractor to provide security services for Department-controlled environments, including, but not limited to, managed security services, cyber defense services (such as penetration testing, vulnerability assessment services, threat hunting and incident response services), or any monitoring, scanning, testing assessments or remediations for security vulnerabilities in Department-controlled environments.

The Contractor is not responsible for and disclaims liability for any security vulnerability that exists in Department-controlled environments or is introduced due to or caused at any time by either the Department or a Department vendor delay or failure to maintain the hardware, software and/or other technology in accordance with applicable vendor guidelines and updates.

SECTION 21. SECURITY BREACHES AND INCIDENTS

21.1 Contractor's Responsibility to Notify Department

Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the Services from outside of the continental U.S., and the Contractor will not allow any State Data to be sent by any medium, transmitted, or accessed outside of the continental U.S.

Notwithstanding any provision of this Contract to the contrary, the Contractor shall notify the Department as soon as possible and in all events within one (1) Business Day in the event it discovers any State Data is breached, any unauthorized access of State Data occurs (even by persons or companies with authorized access for other purposes), any unauthorized transmission of State Data or any credible allegation or suspicion of a material violation of the above. This notification is required whether the event affects one Customer or all Customers. The notification shall be clear and conspicuous and include a description of the following:

1. The incident in general terms.

2. The type of personal information that was subject to the unauthorized access and acquisition.
3. The number of individuals who were, or potentially have been affected by the breach.
4. The actions taken by the Contractor to protect the data information from further unauthorized access. However, the description of those actions in the written notice may be general so as not to further increase the risk or severity of the breach.

Upon becoming aware of an alleged Security Breach or Security Incident, the Contractor Security Officer shall set up a conference call with the Department's Contract Manager. The conference call invitation shall contain a brief description of the nature of the event; however, the description in the invitation may be general so as not to further increase the risk or severity of the breach. When possible, a thirty (30) minute notice shall be given to allow Department personnel to be available for the call. If the designated time is not practical for the Department, an alternate time for the call shall be scheduled. All available information shall be shared on the call. The Contractor shall answer all questions based on the information known at that time and shall answer additional questions as additional information becomes known. The Contractor shall provide the Department with final documentation of the incident including all actions that took place. If the Contractor becomes aware of a Security Breach or Security Incident outside of normal business hours, the Contractor shall notify the Department's Contract Manager and in all events, within one (1) Business Day.

The Contractor's failure to perform the obligations in this section will entitle the Department to recover any other damages it incurs arising from a failure to perform the obligations in this section (including any actual out-of-pocket expenses incurred by the Department to investigate and remediate the violation) and/or to pursue injunctive relief.

21.1.1 Data Security Notification Letter

The Contractor shall provide documentation and notification of any confirmed Security Breach involving State Data, the eProcurement Solution, or any subcontractor or Contractor facility housing State Data. The documentation may be either Contractor or third-party entity produced, as determined applicable to the system component or platform tier impacted. This documentation and notification is due within five (5) business days of confirmation of the Security Breach.

21.1.2 Civil Penalties

The provisions herein are in addition to any applicable remedies described in Section 501.171, F.S.

21.2 Contractor's Responsibility to Customers

The Contractor shall pay all costs to notify all Customers and other persons whose data was accessed by any Security Breach, unauthorized access or transmission caused by the Contractor or its subcontractors no later than thirty (30) calendar days after Department approval and the determination of a breach or reason to believe a breach occurred. If the Contractor cannot identify the specific persons whose data may have been accessed, such notice shall be provided to all persons whose data reasonably may have been accessed. The Department shall pay all costs to notify such persons related to any breach not caused by the Contractor or its subcontractors. Nothing in this section will alter or replace the

application of section 501.171, F.S., as to the Contractor's obligations and liability for breaches of security concerning confidential personal information.

In the event of a Security Breach and upon the Department's request, the Contractor shall pay for and maintain a prompt mechanism on its existing MFMP toll free telephone line, email link, and fully functioning web page to respond to any Customer's concerns about the Security Breach, unauthorized access or transmission, or any credible allegations or suspicions of the above. If requested by the Department, the Contractor shall pay for and provide written notification to affected Customers, via first class United States Postal Service mail. The Contractor shall provide all staff or a third party service provider necessary to perform these functions.

21.2.1 Credit Monitoring

The Contractor shall include credit monitoring services at its own cost for those Customers and other persons affected or potentially affected by a breach allegation for no less than a two (2) year period of time following the breach. If a Security Breach impacts more than one thousand (1,000) Customers at a single time, the Contractor shall notify, without unreasonable delay, all consumer reporting agencies that compile and maintain files on consumers on a nationwide basis, as defined in the Fair Credit Reporting Act, 15 United States Code Section 1681a(p), of the timing, distribution, and content of the notices in Section 21.2 ("Contractor's Responsibility to Customers") of this Contract.

21.3 Cyber/Privacy Liability: \$10 million per claim for wrongful acts

The Contractor shall secure and continuously maintain an insurance policy that must include coverage for first and third party legal liability as a result of a wrongful act(s) resulting in a physical privacy breach or breach of privacy regulations for expenses arising out of computer attacks caused by security failures. This coverage may be contemplated within the Errors & Omissions Liability (Professional Liability) coverage.

SECTION 22. SPECIFIC APPROPRIATION

The following is the specific state funds from which the state will make payment under the Contract:

2021-22 General Appropriations Act (Florida Law)

2761 Special Categories

Contracted Services from Operating Trust Fund12,448,847

Pursuant to section 287.0582, F.S., the State's performance and obligation to pay under this Contract are contingent upon an annual appropriation by the Legislature.

SECTION 23. CONTRACTOR WARRANTIES

The Contractor warrants that its Services will be performed in a good and workmanlike manner, in accordance with the Contract, and that Deliverables will materially comply with their applicable specifications. The Contractor will re-perform any work not materially in compliance with this

warranty which is brought to its attention within ninety (90) days after that the work has been performed.

The Contractor 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 Contractor's Warranty does not extend to any third-party products or materials delivered or utilized under this Contract, though this disclaimer shall not relieve the Contractor of any of its obligations as part of this Contract.

SECTION 24. LICENSES

The Contractor shall be responsible for the licenses and maintenance associated with each license for the following tools used to deliver the eProcurement Solution: Ariba On Demand, Oracle Cloud, and Tableau (the "Licensed Tools"). During the renewal period, the Department may elect to take ownership of the Licensed Tools in accordance with Rule 60A-1.017 FAC, and Contractor will provide commercially reasonable assistance with the transition of the Licensed Tools to the Department. The Parties agree that, as licensors of software, the vendors of the Licensed Tools shall not be deemed subcontractors of the Contractor for purposes of this Contract, except that for the purposes of section 20.4 and 21.2, the vendors of the Licensed Tools are considered subcontractors. Notwithstanding the foregoing, the Contractor shall be fully responsible for proper delivery of the eProcurement System under the Contract, including but not limited to, planning, managing, implementing, operating, supporting, and honoring warranties, if applicable.

Pursuant to the terms hereof, the Contractor hereby grants to the Department a non-exclusive, non-transferable right during the term of the Contract to permit the Department and the authorized users to access and use the Licensed Tools in connection with the eProcurement Solution for the purposes set forth in the Contract. The Department agrees that it shall not license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit the Licensed Tools by making them available for access or use by any third party except authorized users of the eProcurement Solution.

SECTION 25. RESTRICTIONS ON USE OF THE LICENSED TOOLS

25.1 Definitions.

For purposes of this section only, the following definitions shall apply:

"Licensor" means each licensor of the applicable Licensed Tool with respect to such licensor's Licensed Tool (Oracle, SAP Ariba, and Tableau).

"Department Users" means those Department employees, contractors, and end users, as applicable, authorized by Department to use the Licensed Tools in accordance with the Contract.

"Third Party Users" means those non-Department employees, contractors, vendors, and end users, as applicable, authorized by Department to use the Licensed Tools in accordance with the Contract.

"Users" means those Department and non-Department employees, contractors, vendors, and end users, as applicable, authorized by the Department to use the Licensed Tools in accordance with the Contract.

The Contractor shall make the Licensed Tools available to the Department in accordance with and during the term stated in the Contract to permit the Department to access and use the Licensed Tools solely for the Department's business purposes as permitted by and subject to the terms of the Contract (including applicable metrics stated in **Attachment C**, Price Sheet).

Except as expressly provided in the Contract or required by law (or rules or regulations promulgated therefrom), the Department shall not use or access the Licensed Tools or knowingly permit unauthorized third parties to: (i) send or store infringing or unlawful material; (ii) send or store malicious code; (iii) attempt to gain unauthorized access to, or disrupt the integrity or performance of, the Licensed Tools or the data contained therein; (iv) modify, copy or create derivative works based on the Licensed Tools (v) reverse engineer the Licensed Tools; (v) access the Licensed Tools for the purpose of building a competitive product or service or copying its features or user interface; (vi) menace or harass any person or cause damage or injury to any person or property, (vii) publish any material that is false, defamatory, harassing or obscene, (viii) violate privacy rights or promote bigotry, racism, hatred or harm, (ix) send unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (x) infringe intellectual property or other proprietary rights, (xi) remove or modify any program markings or any notice of Licensor's proprietary rights (xii) perform or disclose any of the following security testing of the Licensed Tools or associated infrastructure: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing; (xiii) make the programs or materials resulting from the Licensed Tools (excluding State Data) available in any manner to any third party for use in the third party's business operations (except for the purposes of the eProcurement Solution under the Contract); (xiv) otherwise violate applicable laws, ordinances or regulations or (xv) use the Licensed Tools for purposes of product evaluation, benchmarking or other comparative analysis without the Licensor's prior written consent, which shall not be unreasonably withheld.

Licensor is not responsible for any harm caused by the Department and Third Party Users, including individuals who were not authorized to have access to the Licensed Tools but who were able to gain access because usernames, passwords or accounts were not terminated on a timely basis in the Department's local identity management infrastructure or the Department's local computers.

The Department is responsible for any activities that occur under Department Users usernames, passwords or accounts or as a result of the Department Users' access to the Licensed Tools and the Department agrees to notify Licensor promptly of any unauthorized use. The Department acknowledges that Licensor is not responsible for any activities that occur under Third Party Users' usernames, passwords or accounts or as a result of Third Party Users' access to the Licensed Tools and the Department agrees to notify Licensor promptly upon becoming aware of any unauthorized use. The Department agrees to use reasonable efforts to prevent unauthorized third parties from accessing the Licensed Tools. The Department's obligations under this paragraph shall not be construed as abrogating Licensor's obligation to provide the Licensed Tools as stated in the Contract. The Department shall require Third Party Users to agree to the terms and conditions set forth in this section that specifically reference "Third Party Users."

The Licensor shall be entitled to monitor the Department's number of Users (or other applicable metrics stated in **Attachment C**, Price Sheet) regarding usage of the Licensed Tools to ensure the Department's compliance with this Contract.

The Department shall maintain commercially reasonable security standards for its and its Users' use of the Licensed Tools.

The Licensor may make changes or updates to the Licensed Tools (such as infrastructure, security, technical configurations, application features, etc.) during the term of the Contract during which the Licensed Tools are provided, including to reflect changes in technology, industry practices, patterns of system use, and availability of third party content, provided that such changes or updates will not result in a material reduction in the level of performance, security or availability of the applicable Services.

25.2 IP Rights in the Licensed Tools

Each Licensor owns all rights, title, and interest in any and all of its respective copyrights, trademark rights, patent rights and other intellectual property or other rights in their respective Licensed Tools ("Licensor IP"). Notwithstanding Section 11.1 of the Contract, any improvements, design contributions or derivative works of the Licensor IP shall also be owned by the owner of the original intellectual property right. Except for the limited rights expressly granted herein, the Contract does not transfer from Licensor any proprietary right or interest in the Licensed Tools. All rights in and to the Licensed Tools not expressly granted to the Department in the Contract are reserved by Licensor.

The Licensed Tools may contain links to external web sites (including embedded widgets or other means of access) and information provided on such external websites by partners of Licensor and third-party service providers. Licensor shall not be responsible for the contents of any such linked web site.

25.3 Storage and Processing of Data

The Department grants to Licensor the nonexclusive right to use and manage State Data for the sole purpose of and only to the extent necessary for Licensor to provide the Licensed Tools and for Contractor to provide the Services under this Contract.

The Department shall be responsible for entering its State Data into the Licensed Tools and the Department shall be responsible for the content of the State Data supplied by it. The Department agrees that it has collected and shall maintain and handle all State Data in compliance with all applicable data privacy and protection laws, rules, and regulations.

Except as otherwise set forth in the Contract, the Department is responsible for identifying and authenticating all of its Department's Users for approving access by such Department Users to the Licensed Tools, for controlling against unauthorized access by Department Users, and for maintaining the confidentiality of Department Users' usernames, passwords and account information, unless otherwise required by law. By federating or otherwise associating the Department Users' usernames, passwords and accounts with Licensors, the Department accepts responsibility for the confidentiality (to the extent permitted by law) and timely and proper termination of Department User records in the Department identity infrastructure or on the Department's local computers.

User access credentials issued to access or utilize the Licensed Tools cannot be shared or used by more than one individual at a time, provided however, a User's access rights may be transferred from one individual to another if the original User is removed from the Licensed Tools, no longer requires, or is no longer permitted access to or use of the Licensed Tools.

As between the Department and the Contractor, (i) The Contractor is a service provider and/or processor with respect to any Personal Data included in the State Data; and (ii) The

Department is an owner/controller of any Personal Data included in State Data. The Department specifically authorizes the engagement of Licensors as subprocessor of Contractor of any Personal Data included in the State Data. "Personal Data" means personal data provided by or on behalf of the Department or its Users to Contractor for processing under the Contract. Unless prohibited by applicable data protection laws, Personal Data shall not include information or data that is anonymized, aggregated, de-identified and/or compiled on a generic basis and which does not name or identify a specific person.

The Licensed Tools are not intended to hold certain sensitive or regulated information. The Department must not use the Licensed Tools to store or process sensitive information that imposes specific data security obligations for the processing of such data except as otherwise allowed and specified in the Contract.

The Department shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and ownership of all State Data introduced by the Department into the Licensed Tools.

25.4 Termination or Suspension of License

Specifically, with respect to any violation of the terms of use of the Licensed Tools set forth herein, Licensor shall be deemed a third party beneficiary of the Contract. Licensor may, in its reasonable determination, deactivate the Department's User username(s) and password(s) and/or temporarily suspend access to the Licensed Tools or a portion thereof, solely if and to the extent that Licensor can substantiate that the continued use of the Licensed Tools may result in harm to the systems used to provide the Licensed Tools (including the security of the systems used to provide the Licensed Tools) or other Licensor customers, or the rights of third parties, upon prior written notice to the Department as the circumstances permit. Licensor shall have no liability to the Department in the event that Licensor takes such action, though the Parties acknowledge that if such deactivation or suspension results in a failure to provide Services or Deliverables, the Department's authority to pay related invoices may be limited in accordance with section 215.422, F.S., provided however that nothing in this section is intended to limit the Contractor's ability to pursue damages in accordance with the terms of this Contract or to pursue other contractual remedies.

Upon the effective date of termination, the Department's access to the Licensed Tools will be terminated. The Department shall have the ability to access its State Data at any time during the subscription term set forth in the Contract, unless earlier terminated.

SECTION 26. ACCEPTANCE PROCEDURES

Except as otherwise set forth in the Contract, the Department shall review all Services and Deliverables within five Business Days and provide feedback. The Contractor shall respond in three Business Days. The Department shall then review and provide feedback within two Business Days of receipt of the Contractor's response. If the Department's initial review is not provided within twenty Business Days or if the Department's review and feedback of the Contractor's response is not provided within twenty Business Days, the Services and Deliverables will be deemed non-accepted.

SECTION 27. CHANGE ORDER PROCESS

If Services and Deliverables need to be added or removed that are within the scope of this Contract, the Parties may complete a written amendment executed by an authorized representative of each party (a "Change Order").

This Contract is executed by the undersigned officials as duly authorized. This Contract is not valid and binding on all Parties until signed and dated by both Parties.

ACCENTURE LLP

**STATE OF FLORIDA, DEPARTMENT OF
MANAGEMENT SERVICES.**

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

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