



**State Term Contract 80101500-20-1
For
Management Consulting Services**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and **ACCENTURE LLP** (Contractor), collectively referred to herein as the “Parties.”

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for three years. The Initial Contract Term shall begin on March 1, 2021 or the date of the last signature on this Contract, whichever occurs later. The Contract shall expire on February 29, 2024 unless terminated earlier in accordance with the incorporated Special Contract Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term, pursuant to the incorporated Special Contract Conditions.

III. Contract.

As used in this document, “Contract” (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into, and form part of, this Contract. The Contract Attachments shall have priority in the order listed:

- a) Special Contract Conditions, Contract Attachment B
- b) Vendor’s submitted Cost Proposal, Contract Attachment A
- c) Customer Contract or Purchase Order(s)
- d) Vendor’s submitted Technical Proposal, Contract Attachment C
- e) Authorized Services List, Contract Attachment D
- f) Contractor Information Form, Contract Attachment E
- g) No Offshoring, Contract Attachment F
- h) Subcontracting, Contract Attachment G

IV. Statement of Work.

- a) Scope of Services.
The Contractor will provide Management Consulting Services (MCS). This includes the

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provision of expert advice, assistance, guidance, or counseling in support of Customer's mission-oriented business functions, and may also include studies, analyses, and reports supporting any proposed developmental, consultative, or implementation efforts. Services are provided on an as-needed basis, with no guaranteed or minimum spend.

In order to purchase services under this Contract, Customers will issue Requests for Quotes (RFQs) to contractors available under the Management Consulting Services State Term Contract (see section IV. f), Request for Quote(s) Requirement, below, for more specifics on this requirement), which will include a Customer-specific Statement of Work ("Customer SOW") detailing the specific services or projects to be performed by the selected contractor, which will also be set forth in the contract or MyFloridaMarketPlace purchase order (collectively referred to as a "PO") between the Customer and selected contractor.

b) Pricing.

The attached Cost Proposal, Contract Attachment A, provides maximum hourly rates for services. In lieu of hourly pricing, Customers may request project-based pricing to accomplish goals and tasks that include more complex requirements. Customers who choose to use a project-based pricing model are not exempt from the requirements listed in section IV. f), Request for Quote(s) Requirement, and must negotiate all pricing, fees and related expenses associated with the completion of each task and deliverable with the selected contractor. Project-based pricing should be fully detailed in the Customer SOW. The project-based pricing is intended to provide predictability and a discount to Customers relative to the maximum hourly rates. Under no circumstance may a project-based price be permitted to be greater than the hourly rates.

c) Job Titles and Duties.

The following sections describe the responsibilities of the personnel provided by the Contractor, in accordance with the terms of the Contract, who are used to provide Customers with services pursuant to the Customer SOW set forth in the Customer's PO (Customers may supplement these duties in their Customer SOWs provided the duties do not exceed or conflict with this Statement of Work).

1. *Principal Consultant:* A minimum of ten (10) years' experience in duties associated with MCS is required for Principal Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Providing executive-level consultation services to the Customer
- Providing senior-level interface with the Customer and managing daily operations
- Ensuring the timely performance and completion of all obligations under the PO
- Organizing and directing the overall performance of the Customer PO
- Possessing the authority to make binding decisions on behalf of the Contractor
- Formulating organizational strategy and directing major strategic initiatives
- Ensuring that goals and objectives are accomplished within budgetary parameters
- Developing and maintaining Customer relationships
- Assisting on large, complex or multi-discipline engagements

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- Allocating financial and human resources and material assets
 - Formulating and enforcing work standards
 - Participating in the design phase of tasks and ensuring their successful execution
2. *Senior Consultant:* A minimum of ten (10) years' experience in duties associated with MCS is required for Senior Consultant positions. The functional responsibilities of this position may include, but are not limited to:
- Managing the day-to-day operations
 - Ensuring the quality and timely completion of projects or services
 - Providing technical and subject matter expertise in fulfillment of Customer SOWs
 - Participating as a senior team member providing high-level consulting services
 - Planning, organizing, and executing tasks in successful delivery of projects or services
 - Developing and defining strategic visions
 - Planning, directing, controlling, scheduling, coordinating, and organizing management of tasks
 - Providing Customer interface in fulfillment of Customer SOWs
 - Possessing authority and responsibility for the execution of Customer SOWs
 - Planning, organizing, and overseeing all subordinate work efforts
 - Ensuring quality standards and work performance on Customer SOWs
 - Organizing, directing, and managing support services
3. *Consultant:* A minimum of five (5) years' experience in duties associated with MCS is required for Consultant positions. The functional responsibilities of this position may include, but are not limited to:
- Applying administrative, consultative, and technical expertise in fulfillment of Customer SOWs
 - Planning, organizing, executing, and controlling project tasks in successful delivery of projects or services
 - Interfacing with Customer on a day-to-day basis to ensure timely delivery of project or services
 - Applying a broad set of management skills and technical expertise as a project leader
 - Providing solutions through analysis
 - Directing subordinates in the completion of tasks orders
 - Organizing, directing, and managing support services
 - Assigning tasks and overseeing projects or other services under the Customer SOWs
 - Directing activities in fulfillment of Customer SOWs
 - Training Customer personnel through formal classroom courses, workshops. or seminars
4. *Junior Consultant:* A minimum of three (3) years' experience in duties associated with MCS is required for Junior Consultant positions. The functional responsibilities of this position may include, but are not limited to:

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- Applying a broad set of subject matter and technical expertise
- Directing projects or services under the Customer SOWs within estimated timeframes and budget constraints
- Organizing, directing, and managing support services
- Serving as a member of a team performing mid-level assignments
- Providing solutions through analysis
- Conducting Customer training through formal classroom courses, workshops, and seminars

5. *Program and Administrative Support:* The functional responsibilities of this position may include, but are not limited to:

- Coordinating and providing administrative support services to Contractor staff and Customer
- Supporting the provision of services or production of project deliverables and performing administrative functions required to complete tasks
- Providing graphics and editorial support services and desktop publishing services
- Maintaining version control of project documents
- Providing direct support to consulting staff, including supporting the development of all deliverables

d) Anticipated Preferences.

The following contains anticipated Customer-specific preferences of Contractor and its personnel in providing Customer-specific services or projects pursuant to the Customer SOWs, as set forth in the Customer POs. Customers may request in their RFQs that the Contractor conform with the Customer-specific preferences including, but not limited to, the following:

- Knowledge of government business practices, which is inclusive of Federal and State of Florida practices.
- Experience providing consultative support, including drafting studies, analyses, and reports to Federal or State of Florida entities.
- Knowledge of Federal and state grant requirements, including laws, rules, and regulations.

e) Services.

The services the Contractor, through its personnel, may provide include:

- Consulting on management strategy.
- Project management.
- Program research, planning, and evaluations.
- Provision of studies, analyses, scenarios, and reports relating to a Customer's mission-oriented business programs or initiatives.
- Executive/management coaching services.
- Customized training as needed to achieve a management consulting objective.
- Assistance with policy and regulation development.

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- Assistance with process and productivity improvement.
- Expert witness services in support of litigation, claims, or other formal cases relating to management consulting.
- Advisory and assistance services relating to a Customer's mission-oriented business programs or initiatives.
- Systems alignment and consolidation.
- Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs.

f) Request for Quote(s) Requirement.

1. Customer SOW. Customers needing MCS services will create an RFQ each time they desire to solicit these services. The Customer shall issue a detailed RFQ that specifies a term and includes a Customer SOW stating the services, service levels, educational qualifications, and experience needed. Customers should also consider including the following information in their RFQs under the Management Consulting Services State Term Contract:

- Statement of purpose.
- Customer project job duties.
- Required tasks and deliverables, completion of which is subject to Customer acceptance.
- Requirement for contractor to provide an estimate of the hours needed to complete the projects or deliverables, as described in the Customer SOW.
- Customer project timeline.
- List of contractor responsibilities.
- Necessary qualifications/certifications of the individuals/organization performing work on the Customer project.
- Customer-specific financial consequences for non-performance (note that the financial consequences listed in section IV. g), Financial Consequences, are only in regard to the Contractor's obligation to submit reports to the Department).
- Customer-specific terms and conditions.

When creating a Customer SOW, Customers are permitted to negotiate terms and conditions which supplement those contained in this Contract. Such additional terms must be for services contemplated in the Contract and must not reduce the Contractor's obligations under the Contract (if any such conflicting terms are included in the Customer SOW, the conflict between the terms of the Customer SOW and this Contract will be resolved in favor of terms most favorable to the Customer). Specific terms and conditions within a Customer SOW are only applicable to the Customer's PO.

2. Minimum Number of RFQs Sent by Customer.

Customers Utilizing MFMP: All Customers who utilize MFMP must use the MFMP Sourcing application for creating RFQs under the Management Consulting Services State Term Contract. The Customer shall select at least three (3) contractors available under the Management Consulting Services State Term Contract and authorized to provide the type of services being requested, to which to send its RFQ. MFMP sourcing

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will automatically add an additional five (5) randomly selected contractors available under the Management Consulting Services State Term Contract to the RFQ event. All eight (8) contractors sent the RFQ will receive a notification of the RFQ and may respond. Customers may view the RFQ Contractor List on the event's "Overview" tab. If fewer than eight (8) contractors are available under the Management Consulting Services State Term Contract, and authorized to provide the type of services being requested, the Customer shall send the RFQ to all of the contractors available under the Management Consulting Services Contract that are authorized to provide the type of services being requested.

Customers Not Utilizing MFMP: Customers who do not utilize MFMP shall create an RFQ document each time they desire to solicit MCS services and shall send the RFQ document electronically via email to at least (8) contractors available under the Management Consulting Services State Term Contract and authorized to provide the type of services being requested. If fewer than eight (8) contractors are available under the Management Consulting Services State Term Contract and authorized to provide the type of services being requested, the Customer shall send the RFQ to all of the contractors available under the Management Consulting Services State Term Contract that are authorized to provide the type of services being requested.

4. RFQ Format. The specific format of the RFQ is left to the discretion of the Customer's Contracting Officer. Pursuant to section 287.056(2), F.S., RFQs performed within the scope of the Management Consulting Services State Term Contract are not independent competitive solicitations and are not subject to the notice or challenge provisions of section 120.57(3), F.S.

g) Department- Specific Financial Consequences.

Financial consequences will be assessed for failure to submit the reports required by the Contract. Financial consequences will be assessed on a daily basis for each individual failure until the submittal is accomplished to the satisfaction of the Department and will apply to each target period beginning with the first full month or quarter of the Contractor's performance, as applicable, and each and every month/quarter thereafter. The Department reserves the right to recoup such financial consequences by withholding payment or by requiring the Contractor to pay financial consequences via check or money order in US Dollars within thirty (30) calendar days after the required report submission date. The Department also reserves the right to implement other appropriate remedies, such as Contract termination or non-renewal, when the Contractor has failed to perform/comply with the provisions of the Contract.

Contract Requirement	Description	Frequency	Daily Financial Consequences for Non-Performance
Timely Submission of complete and accurate Contract Quarterly Sales Report	Submit Quarterly Sales Report in accordance with section IV.I)2.	Each quarter	\$250

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Timely Submission of complete and accurate MFMP Transaction Fee Report	Submit MFMP Transaction Fee in accordance with section IV.I)1.	Each month	\$100
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For Customer-specific financial consequences, as set forth in the Customer PO, the Customer may collect financial consequences by reducing payments to the Contractor or by requiring the Contractor to pay via check or money order in US Dollars, made out to the Customer, within thirty (30) calendar days after the financial consequence began to accrue.

h) Contractor's Administrative Responsibilities.

The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all Customer POs it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), and any benefits for its personnel. The Contractor is accountable for the actions of its personnel.

Contractor's management responsibilities include, but are not limited to, the following:

- Ensuring personnel understand the work to be performed on Customer POs to which they are assigned;
- Ensuring personnel know their management chain and adhere to Contractor policies and exhibit professional conduct to perform in the best interest of the Customer;
- Ensuring personnel adhere to applicable laws, regulations, and Contract conditions governing Contractor performance and relationships with the Customer;
- Regularly assessing personnel performance and providing feedback to improve overall task performance; and
- Ensuring high quality results are achieved through task performance.

i) Contractor Warranty.

The Contractor agrees to the following representation and warranty:

Should any defect or deficiency in any deliverable, or the remedy of such defect or deficiency, cause incorrect data to be introduced into any Customer's database or cause data to be lost, the Contractor shall be required to correct and reconstruct, within the timeframe established by the Customer, all production, test, acceptance, and training files or databases affected, at no additional cost to the Customer.

j) Business Days.

The Contractor shall provide all services to Customers Mondays through Fridays, except on holidays observed by the Customer. Days observed as holidays by State agencies are provided via the link below:

https://www.dms.myflorida.com/workforce_operations/human_resource_management/for_state_personnel_system_hr_practitioners/state_holidays

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Customers may observe additional holidays which, if any, will be detailed in the Customer's PO.

k) Routine Communications.

All routine communications and reports related to the Contract shall be sent to the Department's Contract Manager. If any information listed on the Vendor Information Form (Contract Attachment E) changes during the life of the Contract, then the Contractor shall update the form and submit it to the Department's Contract Manager (such update does not necessitate a formal amendment to the Contract). Communications relating to a Customer PO should be addressed to the contact person identified in the PO. Communications may be by e-mail, regular mail, or telephone.

l) Contract Reporting.

The Contractor shall report information on orders received from Customers under the Contract. The Contractor shall submit the following reports:

1. MFMP Transaction Fee Report.

The Contractor shall submit monthly Transaction Fee Reports in the Department's electronic format. Reports are due fifteen (15) calendar days after the end of the calendar month. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online on the "Transaction Fee & Reporting" and "Training for Vendors" subsections under "Vendors" on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

2. Contract Quarterly Sales Reports.

The Contractor shall submit a Contract Quarterly Sales report electronically, in the required format, to the Department's Contract Manager within fifteen (15) calendar days after the close of each State Fiscal quarter listed below. Failure to provide the Contract Quarterly Sales report will result in the imposition of financial consequences. Initiation and submission of the Contract Quarterly Sales report is the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive Contract quarters, the Department may terminate the Contract.

Quarter 1 – (July-September) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 2 – (October-December) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 3 – (January-March) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 4 – (April-June) – due fifteen (15) calendar days after the close of the fiscal quarter.

3. Diversity Report.

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The Contractor shall report to each Customer, fifteen (15) business days after the end of the State fiscal year, the spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code, and Federal Employer Identification Number of each minority business utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

4. Ad-hoc Report.

The Department may require additional Contract information such as copies of Customer POs or ad hoc sales reports. The Contractor shall submit these specific ad hoc reports within 30 days of the request or a specified amount of time as requested by the Department.

m) Business Review Meetings.

Each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables
- Review of the Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues
- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies.

n) Price Adjustments.

The Contractor shall adhere to the initial and renewal term hourly rates (pricing) provided in its Cost Proposal. The Department will not allow for increases to these prices. Negotiated prices are not-to-exceed prices and lower prices may be negotiated by the Department and/or the Customer.

o) Contract Transition.

Upon the expiration or termination of the Contract, the Contractor shall ensure a seamless transfer of Contract responsibilities to the Department or any subsequent vendor as necessary to transition the services provided under the Contract. The Contractor agrees to cooperate with the Department and any subsequently awarded vendor to coordinate the transition including, but not limited to, attending meetings and furnishing necessary information. The Contractor shall assume all expenses related to its obligations to assist in the Contract transition.

V. Contract Management.

Department's Contract Manager:

Christia Nunnery

Division of State Purchasing

Florida Department of Management Services

4050 Esplanade Way, Suite 360.8X

Tallahassee, Florida 32399-0950

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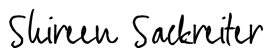
Telephone: (850) 488-8367

Email: Christia.Nunnery@dms.myflorida.com

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

ACCENTURE LLP

DocuSigned by:



Shireen Sackreiter
Managing Director

2/17/2021 | 3:40 PM GMT

Date:

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

DocuSigned by:



Tami Fillyaw
Chief of Staff

2/18/2021 | 3:30 PM EST

Date:

Contract Attachment A: Cost Proposal (Revised)

Request For Proposals

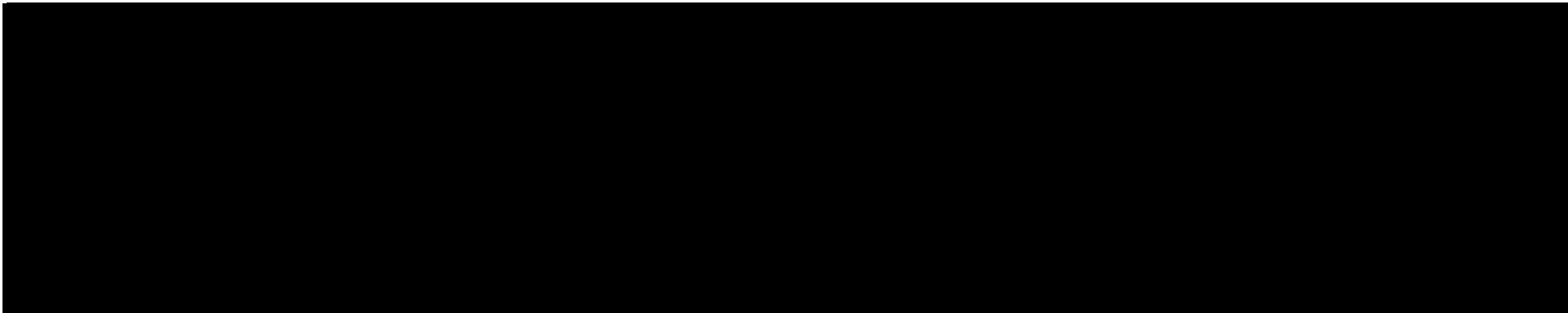
No. 06-80101500-J

Management Consulting Services and Financial and Performance Audits

Respondent Name	Accenture LLP
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INSTRUCTIONS
The Respondent may respond to one or both Service Categories. The Respondent is not required to respond to both Service Categories. However, the Respondent must provide pricing for all job titles within each Service Category for which the Respondent is submitting a Technical Proposal.
For Respondent to be considered for an award in a Service Category, the Respondent is required to submit pricing for all job titles within the Service Category they are proposing to offer services for both the Initial Term and Renewal Term. The Respondent must submit a price in all yellow highlighted cells for the Service Category for which the Respondent is proposing services. The Department will not consider or evaluate a proposal for any Service Category that fails to provide pricing for all job titles in a Service Category for both the Initial Term and Renewal Term.
Please refer to the Job Titles and Duties section of Attachment C (for Management Consulting Services) and Attachment D (for Financial and Performance Audits) for the minimum qualifications and responsibilities of the job titles listed below.
This Attachment A, Cost Proposal, establishes pricing for services offered for the term of the contract and any renewals. The Respondent shall not exceed this pricing when providing services under any resultant contract.
Provide pricing in dollar amounts; amounts <u>may include cents (e.g. \$0.05), but</u> cannot include fractions of cents (e.g. \$0.005).
Proposed costs are ceiling rates inclusive of any and all costs associated with providing services.

Service Category 1: Management Consulting Services		
JOB TITLE	<u>INITIAL</u> TERM HOURLY RATE	<u>RENEWAL</u> TERM HOURLY RATE
Principal Consultant	\$420.00	\$432.60
Senior Consultant	\$355.00	\$365.65
Consultant	\$265.00	\$272.95
Junior Consultant	\$180.00	\$185.40
Program and Administrative Support	\$65.00	\$66.95



Contract Attachment B
SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

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

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

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.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, 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.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must 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 Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

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, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

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 will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida 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.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 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.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 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 contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions 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.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract 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.

8.1.2 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:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) 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.
- (c) 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.
- (d) 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.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential 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 trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, 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 trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

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

8.3 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.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 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 of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of 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 of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

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

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 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 data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

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

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

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, 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 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 will 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 of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and 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.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. 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 the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. 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 Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

Contract Attachment C

THE STATE OF FLORIDA DEPARTMENT OF
MANAGEMENT SERVICES

MANAGEMENT CONSULTING SERVICES AND FINANCIAL AND PERFORMANCE AUDITS

06-80101500-J | JUNE 9, 2020

TECHNICAL PROPOSAL

SUBMITTED TO:

The State of Florida Department of
Management Services

Joel Atkinson

Procurement Officer

Phone: (850) 487-0758

Email: Joel.Atkinson@dms.myflorida.com

SUBMITTED BY:

Accenture LLP

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 **accenture**

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INFORMATION EXEMPT FROM DISCLOSURE

Accenture LLP hereby asserts its rights under the provisions of the Florida Public Records Act, Chapter 119 of the Florida Statutes, to support its claims that certain redacted information contained within Accenture's Response, (hereinafter, "Response"), contains highly sensitive data, materials, and methodologies. Specifically, where narrative materials, exhibits, documents, diagrams and figures have been redacted herein, they should not be released into the public domain to third-party requestors. As discussed here, the redacted information contains, describes and/or explains highly sensitive data, unique materials, and narrowly crafted methodologies that are proprietary, confidential and where applicable, includes competitively sensitive Accenture Business Information that, if disclosed, would cause direct and negative competitive harm to Accenture. Pursuant to the exceptions and provisions under Chapters 119 and 815 of the Florida Statutes (see F.S. § 119.071(1)(c) and in particular F.S. §§ 812.081, 815.045, 815.04(3), and other applicable law (e.g., Florida Society of Newspaper Editors, Inc. v. Florida Public Service Commission, 543 So. 2d 1262 (Fla. 1st DCA 1989)), Accenture asserts that any release of Accenture's Proprietary, Confidential and Commercially Sensitive Trade Secret Information ("Trade Secret Information") into the public domain would operate counter to well-established precedent concerning the protection of a parties' sensitive commercial information under specific circumstances. Indeed, information contained in the Response includes Trade Secret Information regarding Accenture's performance and delivery methodologies. Thus, Accenture considers the information that Accenture has chosen to redact in the enclosed Response to be exempt from Public Disclosure as a Trade Secret and is Proprietary, Confidential and inclusive of Competitively Sensitive Accenture Business Information. All Information and materials that Accenture has determined as qualifying for an exemption from disclosure under the applicable Florida Law are being submitted with a clearly visible redaction marking placed on the relevant portions of the applicable pages and are individually identified in a Redaction Index. The information redacted is particularized and falls within the categories of materials exempt from public disclosure. To be clear, information that the State of Florida and the Department of Financial Services shall use to evaluate Accenture's Response is not redacted. Here, Accenture is including—and thus redacting—information that is commercial in nature, technical in scope, inclusive of financial information, and includes designs, processes and proprietary procedures. Accenture's submitted and redacted information concerning the "how to" of its proposed delivery to the State of Florida is secret (in that it is not freely shared nor exchanged without protection of a legally enforceable non-disclosure agreement or applicable law), of great value and used regularly by the company's business units as an advantage in the highly competitive technology development and professional services market segment. As the Florida legislature determined (and as is reflected in the relevant statute), the disclosure of trade secrets not only negatively impacts the business interests of commercial entities such as Accenture by damaging them in the marketplace, but ultimately impairs the effective and efficient administration of governmental functions due the chilling effect of such material being under threat of widespread public release (see, et seq., F.S. §812.081). In particular, any release of the Accenture Trade Secret information into the public domain will only serve to inflict undue harm to Accenture as a corporate entity, inflict harms to privacy on Accenture personnel, former Accenture Client personnel and third party individuals, diminish Accenture's competitive position in the market, and violate existing agreements between Accenture and other commercial and government entities regarding the release of particular and proprietary information. As an illustrative example reflective of the types of redactions included herein, information concerning how Accenture establishes exact value, savings or efficiencies for clients (e.g., "Value Targeting") carries with it the ability easily discern our approaches, choices in resource usage and staffing, and our competitive "edge" in comparison to other companies in a similarly situated market segment. Similarly, information that describes delivery or alternative methods via a diagram or visual representation of the delivery process should not be unduly exposed to market competitors when such information is routinely protected from undue disclosure and only revealed to Clients and other third-parties pursuant to Non-Disclosure Agreements and well-established rules and laws concerning confidentiality. At bottom, Accenture asserts that harm, both public and private, imposed by the disclosure of trade secrets and other proprietary information significantly outweighs any public benefit derived from such disclosure. Indeed, the public's ability to scrutinize and monitor the Department's actions in this procurement shall not be diminished by the nondisclosure and continued protection of Accenture's trade secrets. Accenture is therefore submitting the Confidential, Proprietary and Trade Secret Information enclosed herein (and as identified in the accompanying Redaction Index) to the State of Florida upon the condition that it shall not be duplicated, distributed, or shared outside of the Florida State Government, in accord with applicable Florida Law.

Redacted Content: Response to Question 1, Experience; Response to Question 2, Services; Resumes

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1.0 EXPERIENCE

RFP Request 1: In its Technical Proposal, the Respondent should provide a narrative on the Respondent's relevant experience, including diverse knowledge and skillsets (preferably with demonstrated experience in providing services relevant to governmental entities), applicable to Service Category 1. A Respondent may, but is not limited to, demonstrate relevant experience by identifying clients and describing past projects.

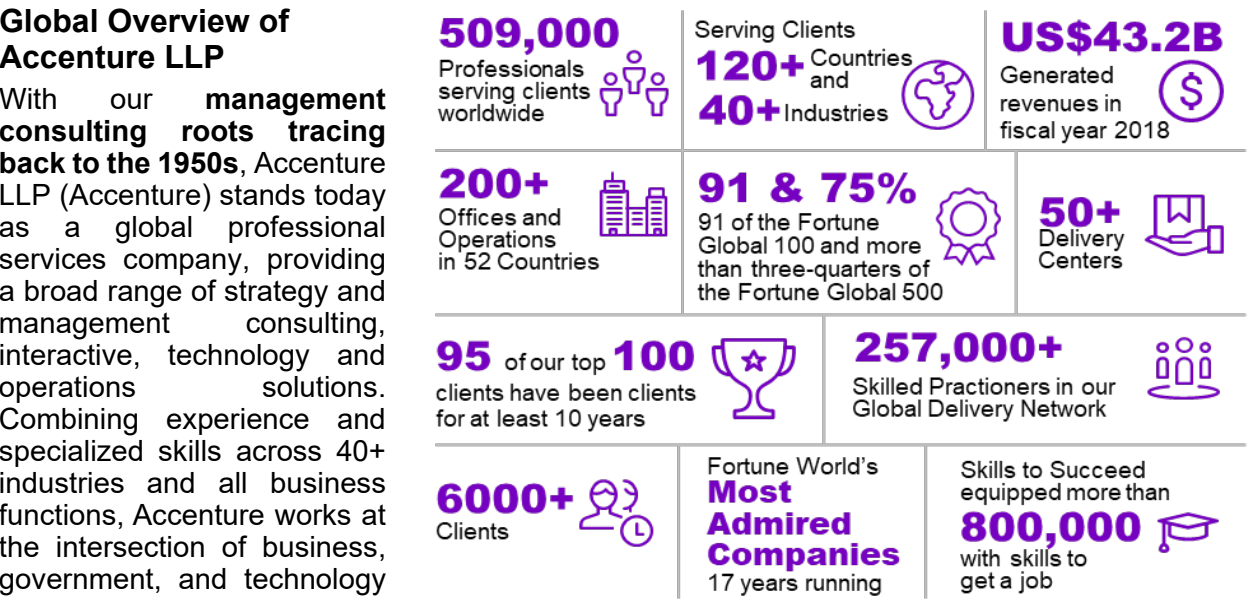


Figure 1. Global overview of Accenture.

Accenture’s Global Strategy & Management Consulting Practice

Accenture encapsulates our management consulting offerings in a global Strategy and Management Consulting Practice (Table 1). Here, we combine the diverse knowledge and skillsets of our Strategy, Management Consulting, Technology Strategy, Industry X.O, Applied Intelligence, Talent & Organization / Human Potential, Innovation, and our Capability Network groups. Our clients benefit because this approach allows us to more effectively drive innovation, industry expertise, functional acumen, data-driven insights, and human-centric design into solutions to help them anticipate changes they didn’t see coming and seize on opportunities they didn’t know were there.

Accenture’s Global Strategy & Management Consulting Practice	
Strategy Enabling competitive agility, partnering with the C-suite to address their most strategic issues.	Management Consulting Helping clients transform their own organizations and business functions to navigate change and accelerate growth.
Technology Strategy & Advisory Driving business advantage with innovation-led strategy and game-changing technologies.	Industry X.O Creating the next wave of industry innovation with software, platforms, data and AI.
Applied Intelligence Combining AI with data, analytics and automation to transform businesses.	T&O / Human Potential Unlocking human potential and restructuring the organization and culture to drive growth.
Innovation Applying the unexpected to deliver disruptive ways of winning, taking our clients from research to results.	Capability Network Providing specialized, industrialized and end-to-end capabilities and services with global reach and flexibility.

Table 1. Accenture’s unique and diverse combination of Management Consulting capabilities.

But more importantly than what we say about ourselves is what others say about us. As depicted in Table 2, industry organizations like Consulting.com, Forbes Magazine, and the Everest Group recognize Accenture as a true leader in the management consulting space.




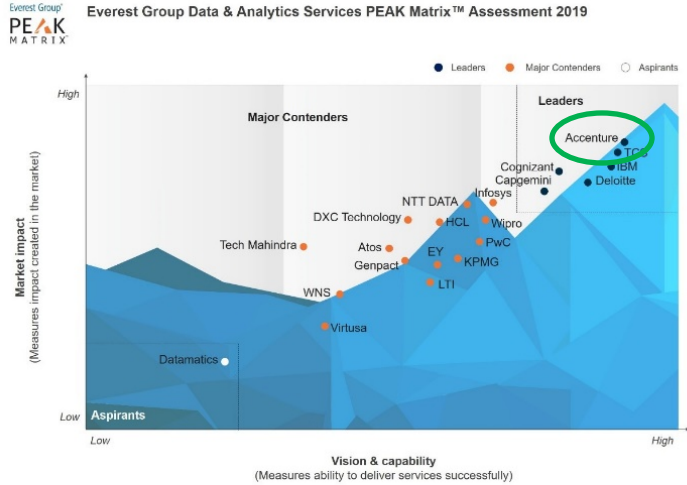
Industry Organizations	Accenture's Ranking
	Accenture ranks #1 in Consulting revenue among Top 50 global Consulting Firms In 2019. (consulting.com; undated)
	Accenture won the most five-star ratings , garnering 20 in addition to 11 four-star ratings from respondents, among 216 firms, in Forbes' America's Best Management Consulting Firms 2019 . (forbes.com; March 19, 2019)
	Accenture was acknowledged as a Leader in the Everest Group "PEAK Matrix™ for Data and Analytics Service Providers 2019" report. Accenture was positioned highest in both the Market Impact and Vision & Capability categories. (everestgrp.com; October 31, 2019)
 <p>Everest Group Data & Analytics Services PEAK Matrix™ Assessment 2019</p> <p>1 PEAK Matrix specific to Data & Analytics services 2 Assessment for Deloitte, DXC Technology, EY, IBM, KPMG, and PwC excludes service provider inputs on this particular study, and is based on Everest Group's estimates that leverage its proprietary Transaction Intelligence (TI) database, ongoing coverage of service providers' public disclosures, and interaction with buyers. For these companies, Everest Group's data for assessment may be less complete.</p> <p><i>This assessment has been licensed for exclusive use and distribution by Accenture</i></p>	

Table 2. Accenture's industry rankings for Management Consulting services.

Accenture's North America Public Service Strategy & Management Consulting Practice

Accenture's North America Public Service industry group addresses the technology and management consulting needs of state, local, and provincial governments, as well as non-profits and education clients across the U.S. and Canada alike. We provide a wide variety of solutions focused on constituent engagement in the front office, the core-mission critical functions in the middle office, and the infrastructure and resources to support the back-office functions.

Within this industry group is our Strategy and Management Consulting Practice, focused on making a difference in how governments, education, and non-profit organizations engage with and serve constituents, citizens, clients, and customers. The members of this Practice work with our clients through both stand-alone Management Consulting engagements—engagements where the services provided are exclusively or primarily Management Consulting focused—and embedded Management Consulting services—Management Consulting services delivered as part of a larger Information Technology (IT) transformation initiative.

In fact, much of our stand-alone Management Consulting work comes to us through our **inclusion on state term/ pre-qualified vendor/ master service agreement contracts**—much like the State of Florida’s State Term Contract for Management Consulting Services—in many other states across the Country. Table 3 (next page) depicts a sampling of such contracts of which we are currently a member.

STATE	AGENCY/ DEPARTMENT - NATURE OF STATE TERM CONTRACT
CALIFORNIA	<p>CalPERS - Business Analysis, Project Management, IT Security, User Experience Design, Strategy and Research, Business Intelligence and Reporting</p> <p>CA Department of General Services - Non-Information Technology Goods and Services for Business Planning, Change Management, Organizational Assessment, Program Design, Program Development, Program Implementation, Project Management, Strategic Planning, Training Development</p>
TEXAS	<p>Department of Information Resources – Business Intelligence and Data Warehouse, Project Management, Information Technology Assessments and Planning, Independent Verification and Validation, Information Technology Procurement Assistance, Cloud Platform as a Service and Cloud Assessment</p> <p>Teacher Retirement System of Texas - Analytics, KPIs and the information architecture needed to support long term growth and positive impact to solvency</p>
NEW YORK – NEW YORK CITY	<p>NYC Economic Development Corporation - Economic Research and Analysis, Strategic Planning, Operations, Organizational Development, Change Management, Community and Public Engagement, Project Management</p> <p>NY Port Authority of NY/NJ - Business Process Reengineering</p>
GEORGIA	<p>Georgia Technology Authority - Project Management Services</p> <p>GA Department of Administrative Services – Management Consulting Services</p> <p>State of GA/ COVENDIS - Managed Solutions Provider/ Vendor Management Solutions</p>
ARIZONA	<p>AZ Master Professional Services - Organizational Assessments, Consulting and Deployment Services</p>
MASSACHUSETTS	<p>Operational Services Division - Executive Agency Organizational Assessment and Design Consultative Services</p> <p>Massachusetts Bay Transportation Authority – Management Consulting Services</p> <p>Department of Children and Families – Child Welfare Consulting Services</p>
MARYLAND	<p>MD Department of Information Technology - IT Management Consulting Services; and Business Process Consulting Services.</p>
OHIO	<p>The Ohio State University - Strategy, Management Consulting and Digital Services to support Organizational Strategy</p>
WASHINGTON	<p>Washington Department of Enterprise Services - Coaching, Effective Communication, Leadership, Organizational Development and Change Management, Strategic Planning, Team Development</p>

Table 3. A sample of similar Management Consulting state term contracts of which Accenture is a member.

Table 4 (next page) demonstrates a sample of our recent relevant project experience—applicable to Florida’s State Term Contract (STC) for Service Category 1: Management Consulting—with clients in some of those states.

Example Florida STC Service Category 1 Management Consulting Services			
1	Consulting on management strategy.	5	Assistance with process and productivity improvement.
2	Project management.	6	Systems alignment and consolidation.
3	Program research, planning, and evaluations.	7	Customized training as needed to achieve a management consulting objective.
4	Provisions of studies, analyses, scenarios, and reports relating to a Customer's mission-oriented business program of initiatives.	8	Advisory and assistance services relating to a Customer's mission-oriented business programs or initiatives.
		9	Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs.

Government Entity	SIMILAR SERVICES PROVIDED
New York City Department of Education (Division of Early Childhood)	1 2 3 4 5 6 8
New York Metropolitan Transportation Authority (MTA)	1 2 3 4 5 6 7 8
Fulton County, Georgia (The Justice Reinvestment Initiative)	1 2 3 4 5 8
State of New York – New York State and Local Retirement System	1 2 3 4 5 6 8
Texas Department of Transportation	1 2 3 4 5 6 8
US Treasury Department	1 2 3 4 5 6 7 8
City of Austin, Texas – Outcome-Centric Strategic Planning	1 2 3 4 5 7
Massachusetts Executive Office of Education (Grant Program Enterprise Program Management)	1 2 3 4 5 6 8
Georgia Department of Audits and Accounts (Audit Office of the Future)	1 2 3 4 5 8
State of Washington, Department of Labor & Industries	1 2 3 4 5 6 8
Commonwealth of Massachusetts, Executive Office for Administration and Finance	1 2 9

Table 4: Accenture's recent relevant experience applicable to Service Category 1 across other states.

Accenture Across Florida

Accenture is also proud to employ more than **1000 people who live and work across the State of Florida**. With **offices in Tallahassee, Tampa, Orlando, and Miami**, and other significant client-based operations in Jacksonville and West Palm Beach, we are able to serve a wide variety of client management consulting needs Statewide; a key requirement for inclusion on Florida's STC for Management Consulting Services. As shown in Figure 2 (next page), our employees not only live and work here, but are engrained in our communities and contribute their time and energy to supporting our community partners through which we strive to make Florida a better place for all.

A Snapshot of Accenture Across Florida

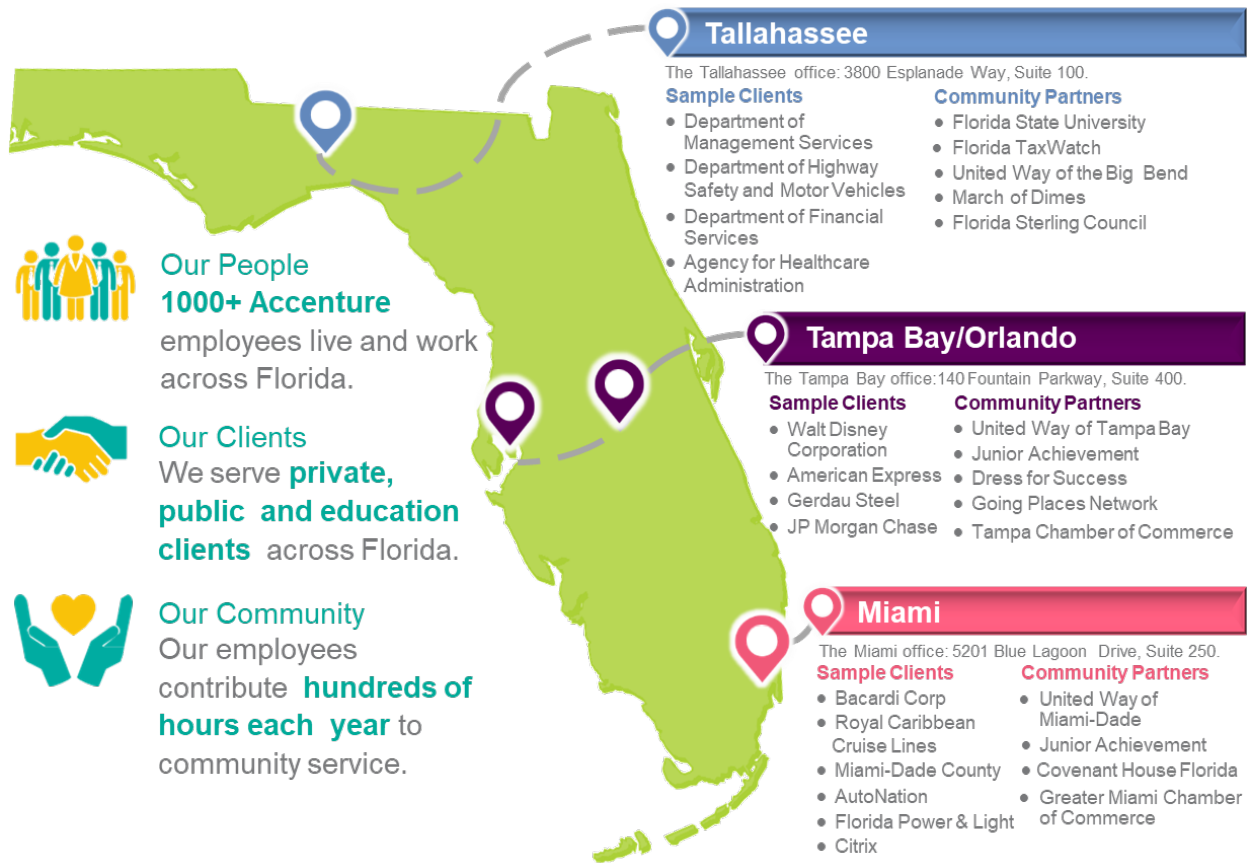


Figure 2. Accenture's Florida footprint enables us to provide Management Consulting services Statewide.

Accenture's Unrivaled History of Management Consulting for Government in Florida

Accenture first opened its **Tallahassee, FL office in 1996**, in a small space on John Knox Road. This office was established to serve the State's public service clients; Florida's State and local governments and public education institutions. And while our office has moved several times, and our consulting-employee numbers have grown over the years, we have always remained here in Tallahassee and have never lost our public service focus.

In fact, we believe we are the only global professional services firm offering technology and management consulting services to have consistently maintained an office in Tallahassee and ongoing project work with State departments and agencies since 1996; **a nearly 25-year history of service to the State.**

Over that time, we have been a consulting partner on many of the State's most strategic and impactful initiatives. Examples of those include past projects with the Departments of Business and Professional Regulation, Revenue, Health, and Children and Families. Today, our State clients and projects include the Department of Financial Services (Florida PALM), the Agency for Healthcare Administration (IS/IP), the Department of Management Services (MyFloridaMarketPlace), the Department of Highway Safety and Motor Vehicles (Motorist Modernization), and the Office of Financial Regulation (REAL).

Table 5 provides a sample of our recent relevant project experience—applicable to Florida's State Term Contract (STC) for Service Category 1: Management Consulting—with clients in here in Florida.

FLORIDA CLIENT/ PROJECT	NATURE OF THE MANAGEMENT CONSULTING SERVICES PROVIDED
Department of Management Services: <i>MyFloridaMarketPlace</i>	For more than 15 years, Accenture has been providing DMS project management, management strategy development, process and productivity improvement, systems alignment and consolidation, advice and assistance related to their mission-oriented business programs or initiatives, and customized training services as part of a larger IT transformation and application outsourcing initiative.
Department of Financial Services: <i>Florida PALM (Enterprise Resources Planning) Project</i>	Accenture is providing DFS project management, management strategy development, process and productivity improvement, systems alignment and consolidation, advice and assistance related to their mission-oriented business programs or initiatives, and customized training services as part of a larger IT transformation initiative.
Department of Highway Safety and Motor Vehicles: <i>Motorist Modernization Project</i>	As part of the overall Motorist Modernization initiative, Accenture is providing DFS project management, management strategy development, process and productivity improvement, systems alignment and consolidation, advice and assistance related to their mission-oriented business programs or initiatives, and customized training services.
Departments of Management Services (Retirement); Business and Professional Regulation; and Revenue: <i>Information Technology Security Risk Assessment Services</i>	Accenture provided advisory and assistance services relating to DMS (Retirement), DBPR, and DOR's mission-oriented business programs or initiatives. In particular, we provided comprehensive IT security risk and vulnerability assessment services to enhance their security position and identify potential security risks.
Agency (now Division) for State Technology: <i>Statewide Citizen Digital Trends Survey</i>	Accenture provided program research and study services. In particular, we worked with the State CIO to develop and conduct a Statewide survey to assess citizens' current and desired digital interaction with State government. Study results were used to inform policy initiatives.
City of Miami, Department of Buildings: <i>User Persona Project</i>	Accenture provided advice and assistance related to their mission-oriented business programs or initiatives. In particular we used Design Thinking techniques to develop End User Personas to help the City reimagine and improve the user experience for issuing Building Department permits.
Miami-Dade County: <i>EDGE (Enterprise Resources Planning) Project</i>	Accenture is providing Miami-Dade County project management, management strategy development, process and productivity improvement, systems alignment and consolidation, advice and assistance related to their mission-oriented business programs or initiatives, and customized training services as part of a larger IT transformation initiative.

Table 5. Examples of recent client experiences in Florida applicable to Service Category 1.

Our engagement in these initiatives give us a keen understanding of Florida government business, policymaking, and budgeting practices, as well as its sociopolitical dynamics; all of which we will apply to future work awarded through Florida's State Term Contract for Management Consulting Services.

Figure 3 (next page) depicts a timeline of our continuous service to Florida State and local governments. The Key shows which engagements involved:

- **Stand-alone Management Consulting** services; where management consulting services were the primary, or only, services provided
- **Embedded Management Consulting** services; where the management consulting services were/ are provided along with other services (typically System Integration services) within a larger transformation initiative.

Accenture's Continuous Service to Florida State and Local Governments Since 1996

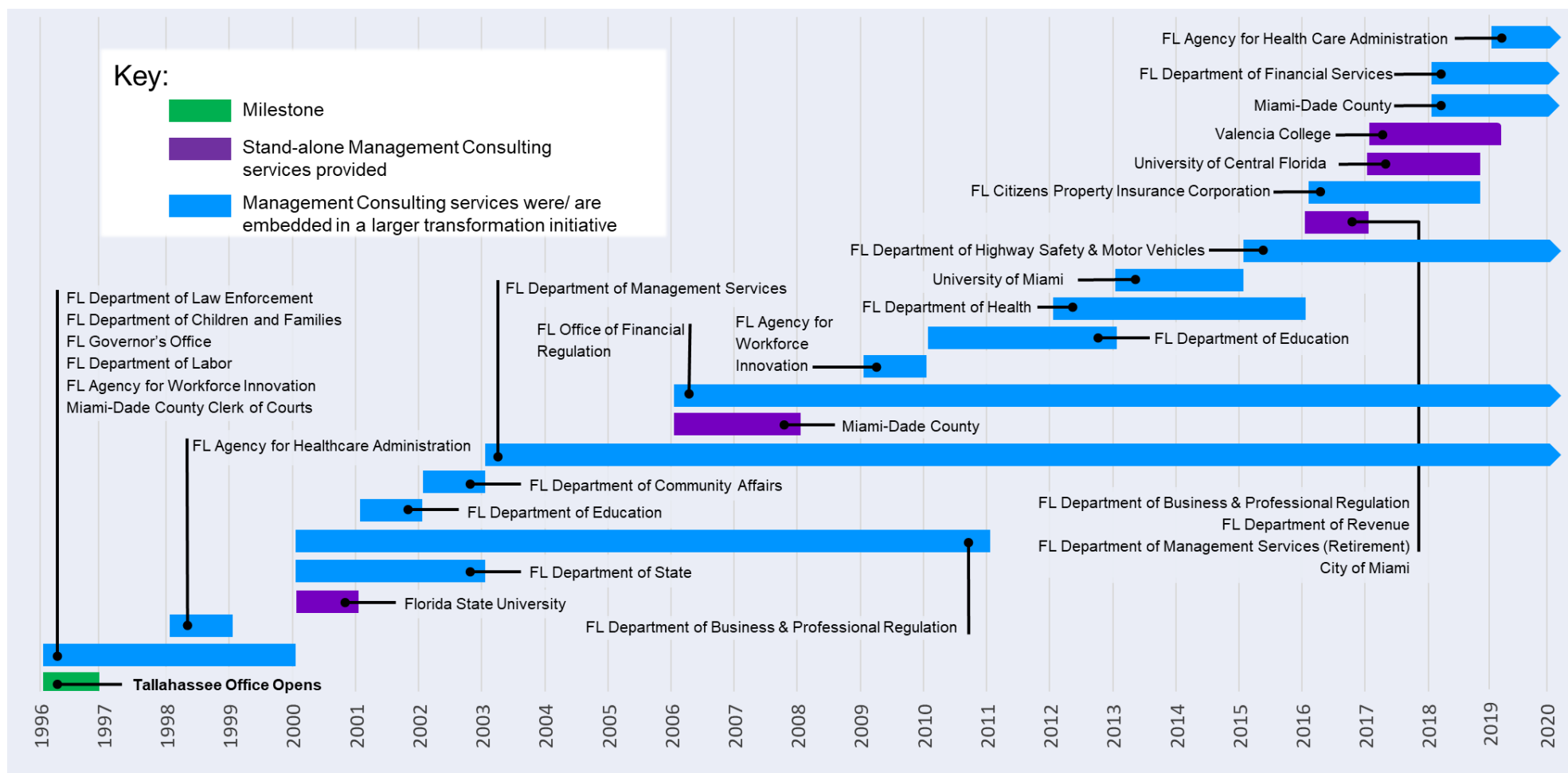


Figure 3. Accenture's unmatched history of service to Florida's State and local governments.

2.0 SERVICES

RFP Request 2: In its Technical Proposal, the Respondent should fully describe the services it will offer to perform, as identified in its completed Appendix B, from the list of services described in Section IV. e), Services, of Attachment C. Its proposal should demonstrate the Respondent's ability to provide the services for which Respondent is submitting a Proposal, including the ability to provide the services statewide and to offer diverse knowledge and skillsets. The Respondent may demonstrate its ability for providing services by providing relevant information for consideration including, but not limited to, describing a general approach to how Service Category 1 will be provided, describing staffing, and/or providing resumes.

Florida STC Service Category 1 Management Consulting Services Accenture is Offering to Perform

Of the twelve Service Category 1 Management Consulting Services contemplated in Florida's State Term Contract for Management Consulting Services, Accenture is fully able and offering to perform nine, as depicted in Table 6 and identified in Appendix B.

Service Category 1 Management Consulting Services	
1	Consulting on management strategy.
2	Project management.
3	Program research, planning, and evaluations.
4	Provisions of studies, analyses, scenarios, and reports relating to a Customer's mission-oriented business program of initiatives.
	Executive/management coaching services.
5	Customized training as needed to achieve a management consulting objective.
	Assistance with policy and regulation development.
6	Assistance with process and productivity improvement.
	Expert witness services in support of litigation, claims, or other formal cases relating to management consulting.
7	Advisory and assistance services relating to a Customer's mission-oriented business programs or initiatives.
8	Systems alignment and consolidation.
9	Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs.

Table 6. Nine Management Consulting Services Accenture is able and offering to provide.

Our general approach to providing each of these nine services is described in the pages to follow.

Accenture's General Approach to Providing:

- 1 Consulting on management strategy.
- 2 Project management.
- 6 Assistance with process and productivity improvement.
- 7 Advisory and assistance services relating to a Customer's mission-oriented business programs or initiatives.
- 8 Systems alignment and consolidation.

Accenture's Management Consulting methodology used to provide advisory and assistance services relating to a Customer's mission-oriented business programs or initiatives, known as FORM (depicted in Figure 4, next page), serves as the general approach and framework to how we will provide: consulting on management strategy; project management; assistance with

process and productivity improvement; advisory and assistance services relating to a Customer's mission-oriented business programs or initiatives; and, system alignment and consolidation services. FORM includes a 5-phased approach to guide a client through the entire lifecycle of a management consulting engagement. Our FORM methodology can be tailored for each project we pursue through Florida's State Term Contract for Management Consulting Services.

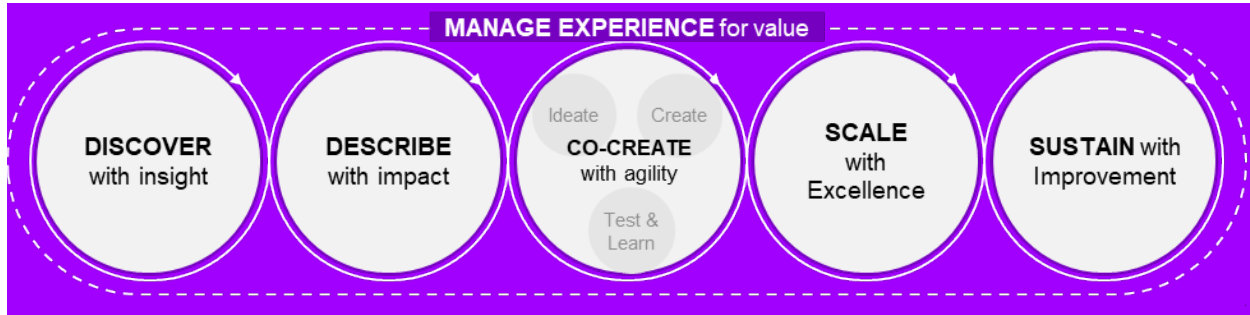


Figure 4. Accenture's adaptable and modular FORM Methodology

We also recognize, depending on the nature of any particular project, Accenture may be asked to support just a subset of a client's overall initiative. With defined activities and assets we can apply to any phase or subset of project phases, our FORM methodology is flexible enough to accommodate such modular approaches. Our ultimate aim is to deliver an exceptional client experience, tailored to their needs, while creating value through engagement and innovation.

---MANAGE EXPERIENCE FOR VALUE---

This overarching phase of our FORM methodology involves helping our clients establish a management strategy and managing the project for its duration. We hit the ground running by working with our clients to define the mission and vision for the effort, confirm project stakeholders, develop a meeting schedule and status reporting cadence, confirm the project governance structure, and finalize the project workplan. We typically hold a project kickoff to establish a team-oriented culture and way of working, in addition to mobilizing stakeholders. Throughout each phase, we execute the workplan and maintain a continuous feedback loop between the stakeholders and project team, to ensure learning and improving happens in real time.

When it comes to consulting our clients on management strategy, one of the primary tools we use within FORM is our proprietary Transformation GPS (Figure 5). Transformation GPS allows us to help leaders actively navigate big transformation by tapping into the power of the right data and advanced analytics to:

- Unlock hidden insights based on pattern recognition
- Recommend the highest-probability action sequence to achieve full business value

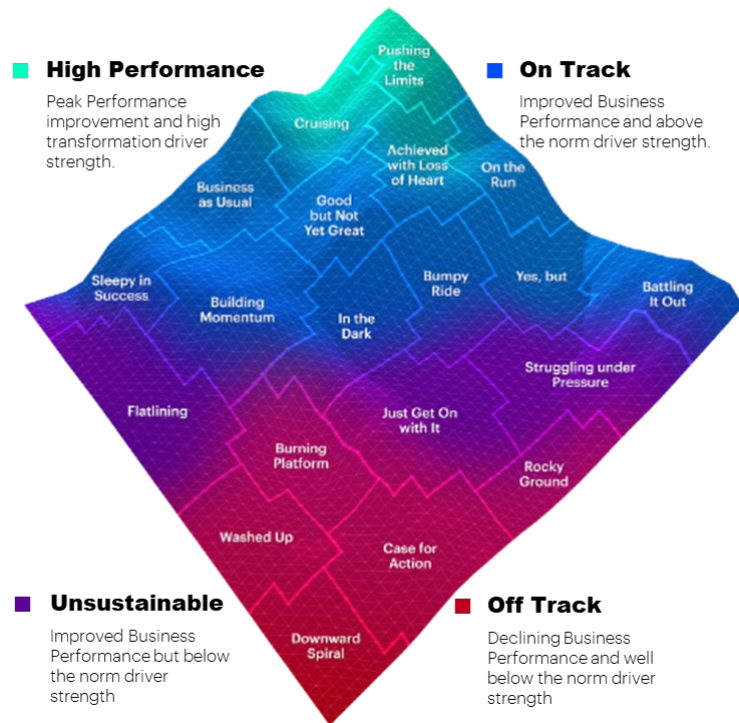


Figure 5. Transformation GPS drives Management Strategy.

- Mitigate hidden risks through sense-and-respond course corrections

Transformation GPS is based on transformation data we have collected from: **20 years of research; 650 change initiatives; 280 organizations; 50 industries; 25 countries; and 1.2 million employee survey responses.** The power of Transformation GPS is that it provides our clients predictive and prescriptive management strategy analytics across the dimensions of Vision, Leadership, Resources, Discipline, and Energy.

To help build strong project management capabilities within the FORM framework, we typically apply our proprietary program and project management methodologies, known as Accenture Delivery Methods (ADM). As depicted in Figure 6, ADM includes methods, tools, and templates for Scope, Cost, Performance, Resource, Quality, Schedule, and Issue, and Risk Management.

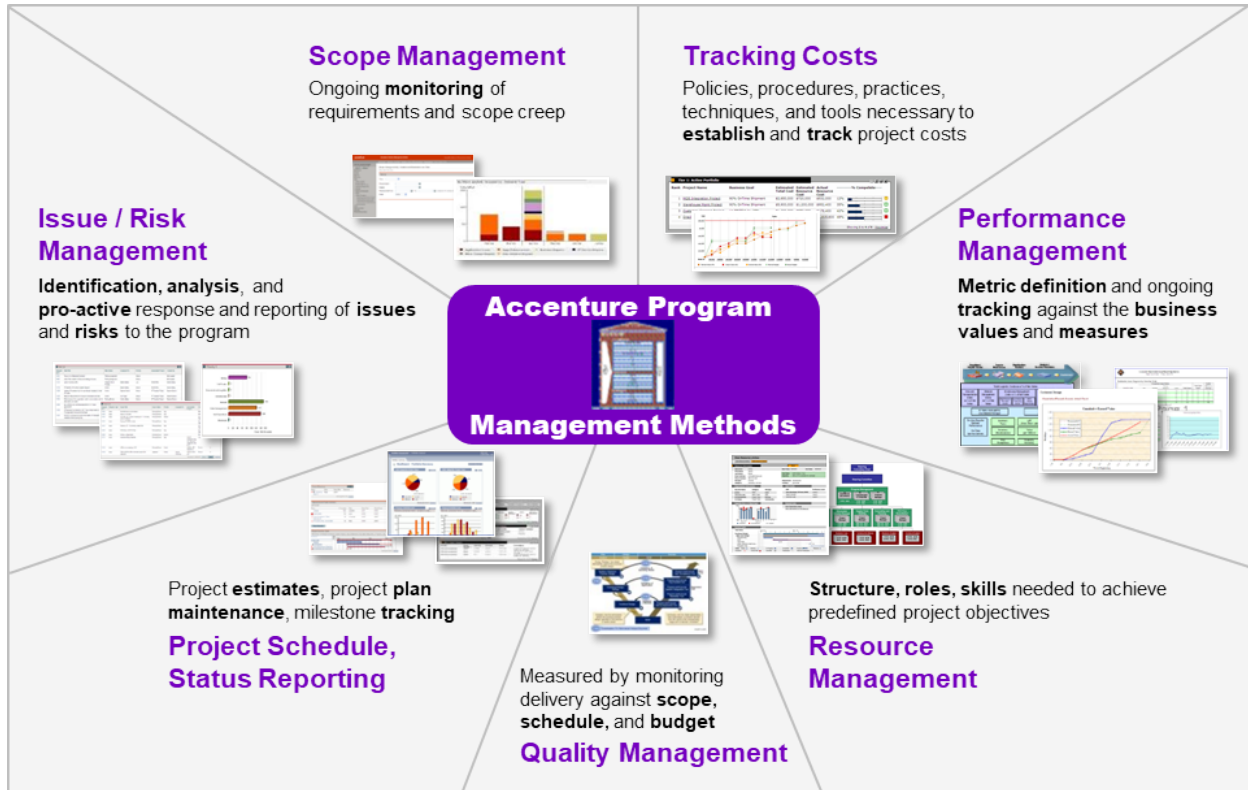


Figure 6. Accenture Delivery Methods (ADM) for project management.

ADM is consistent with the Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK). Additionally, a number of our Florida-based consultants, as shown in our response to Question 2, are Project Management Professional Certified by PMI, and can apply any of those standards to a project, if not specifically addressed in ADM, as needed.

Accenture has successfully employed these ADM project management methods on thousands of consulting projects worldwide, including each of our engagements with State of Florida agencies, local governments, and educational institutions. We continuously evaluate these methods and maintain up-to-date repositories where we supply our project managers with the latest improvements to our methods and tools.

In recent years we have also worked with the Florida Department of Management Services' Division for State Technology (DST) on several active large-scale projects. We have been successful in gaining **DST's approval of our ADM methods** for project management, and we will leverage our experiences from working with them on future engagements as well.



In parallel to activating and managing the project, we gain a deeper understanding of our client and the context surrounding their mission-oriented business programs or initiatives. We work with stakeholders to identify and obtain existing data sources. This includes budgets, performance reports, strategic plans, organization charts, process documents, statutes, regulations and policies. We complement this document review with extensive interviews, focus groups and/or surveys to assess the current state. We interact with staff at multiple levels of the agency, constituents/ beneficiaries, partners and representatives from peer organizations; our list is crafted to gain a diversity of relevant perspectives. We distill insights from our research and interactions and frame and reframe the challenge until we reach consensus across the project team and sponsors. We categorize observations, often into strengths, areas for improvement and opportunities.



We explore opportunities identified in the Discover phase. We hold workshops with carefully selected groups of participants to envision what's possible. Then, we articulate the impact of each opportunity. This may be from a financial, organizational, process and productivity improvement, system alignment and consolidation, or people perspective. Upon completion of the impact analysis, we seek feedback on the opportunities that have the greatest potential for success. In collaboration with our client, we prioritize the opportunities for further development



Once we have a prioritized list of opportunities, we collaborate with our client and their stakeholders to bring fresh ideas to the design of specific solutions. We often do this by deploying expert facilitators to conduct design thinking sessions. By strategically assembling a group of creative thinkers, and by employing a careful selection of design thinking techniques (see Table 7 below for examples), we generate innovative solutions (e.g., process and productivity improvements or system alignment and consolidation recommendations) to the challenge defined in the Discover phase.



JOURNEY MAPPING

Documentation of the sequential steps to deliver or consume a service. Positive, negative and neutral emotions are identified at each step, along with “moments that matter” in the journey.



DIRECTED STORYTELLING

Research method that involves asking a stakeholder to describe a memorable experience in detail and documenting their experience. Quickly reveals patterns in peoples’ experiences



CONCEPT POSTERS

Concept posters are utilized to put preliminary solutions, or components of a solution, “all on one page” in order to get feedback quickly



ROUND ROBIN

Method developed by the Luma Institute to solicit reactions to, and feedback on ideas by small teams. Encourages productive debate and promotes collaboration and sense of ownership.

Table 7. Example Design Thinking techniques we employ on Management Consulting projects.



We then test the solutions on a small scale by rapidly creating a proof of concept or prototype. Based on what we learn through real time feedback, successful ideas are refined and re-released, while others are eliminated. We question and debate the true desirability, viability and scalability of each design, working tirelessly with you to refine and improve ideas until together, we get to the best solution.

After testing, iterating on, and selecting the best solutions, our team will work alongside our counterparts to implement the solutions designed in this phase. While specific activities in the Scale phase will differ by project, at a high level we will help align the people, processes and technology to deploy the new solutions.



Once the solution is off the ground and operating in a steady state, Accenture collects regular feedback from the people both delivering and benefitting from the changes. This continuous feedback loop indicates where initiatives are successful and where opportunities to improve still exist. Specifically, we confirm the solutions are operating as designed, assess employee and constituent experience, and measure value realization. We monitor performance by collecting performance metrics and comparing to targets, and potentially conduct regular audits. We would adjust and design improvements based on the feedback.

Accenture can also employ a number of deeper-probing techniques for process and productivity improvement within our FORM methodology, such as Lean Six Sigma. As depicted in Figure 7, our Lean Six Sigma capabilities and services span: Execution, Capability Building, Process Innovation/ Optimization, Mastering Complexity, and Lean Transformation.

Lean Six Sigma Execution	Lean Six Sigma Capability Building	Process Innovation / Optimization	Mastering Complexity	Lean Transformation
<ul style="list-style-type: none"> LSS Execution is the implementation of a process-focused set of methodologies, driven by customer-defined value, by process improvement experts alongside client teams The LSS Execution offering builds directly from lessons learned while leading and coaching thousands of process improvement projects across various industries throughout the world 	<p>LSS Capability Building provides a structured process to facilitate cultural and fundamental process changes by:</p> <ul style="list-style-type: none"> Demonstrating the value of Lean Six Sigma Increasing the skill sets of future leaders Creating an infrastructure for successful continuous improvement Transferring knowledge for a self-sustaining program 	<ul style="list-style-type: none"> Process Innovation and Optimization (PI&O) is an imperative focused on providing clients with processes that deliver differentiated value in the markets they serve and linking them to their business strategy. Clients currently in the process of implementing ERP systems or BPO throughout their business are keen to accelerate both value creation and realization of benefits from the project 	<ul style="list-style-type: none"> Complexity Management is the process by which Accenture helps clients address the growing and costly problems of complex product portfolios and multi-faceted operations and the hidden costs associated with them to focus on complexity customers value Our approach optimizes complexity between processes & offerings to unlock hidden value in the form of product, process and organizational improvements 	<ul style="list-style-type: none"> Lean Transformation is the process by which companies transition to a significantly higher level of performance that is often required to execute the business strategy The process by which companies achieve Lean Transformation is a fundamental shift followed by continuous improvement in underlying capabilities, mindsets, systems, and processes
Execution Excellence				
Execution Excellence is a process-focused set of methodologies driven by customer-defined value, that enable a client to build flexibility, speed, and process excellence into their operations to create a sustainable competitive advantage				

Figure 7. Accenture's suite of Lean Six Sigma capabilities and services for process and productivity improvement.

Accenture has been providing these **Lean Six Sigma services for over 20 years** and in certain regards, quite literally, "*wrote the book on it*". See Figure 8 (next page) for three examples of knowledge capital produced by Accenture on the matter.

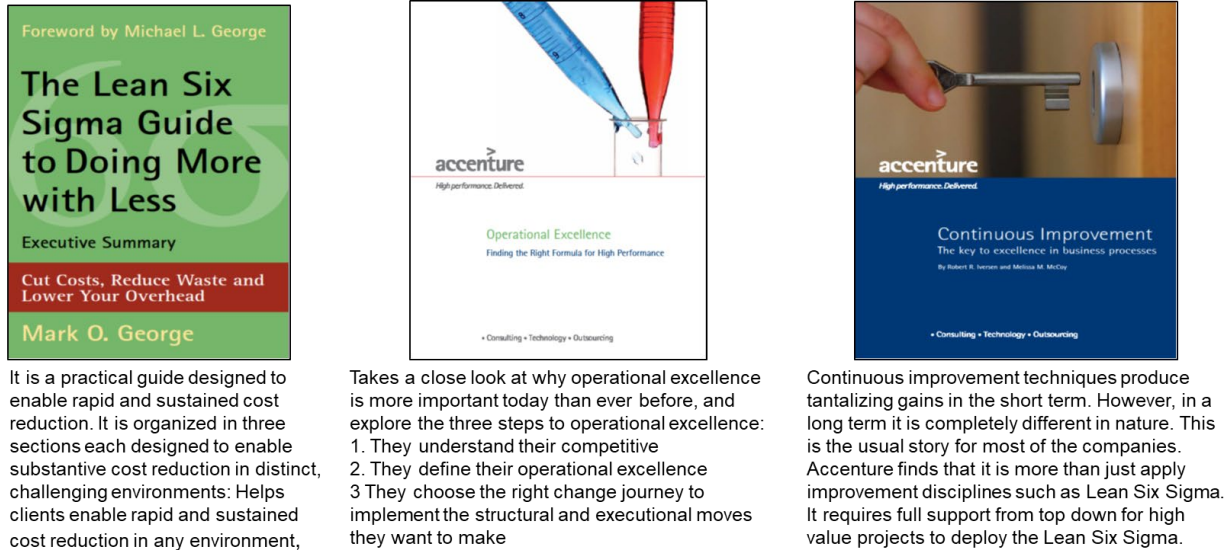


Figure 8. Accenture's knowledge capital on Lean Six Sigma and process and productivity improvement.

Similarly, we can also provide additional methods and techniques to assess the needs for and potential outcomes of system alignment and consolidation within the FORM framework. In fact, we are often approached by clients challenged by: large, complex legacy application portfolios; complex and interdependent business processes tied to those applications; the lack of key performance indicators (KPIs) to understand business performance across applications; high costs of ownership of their business applications; and the need for greater cross-portfolio visibility. To address these needs, Accenture developed a proprietary Application Portfolio Transformation offering that includes methodologies and tools to help our clients gain the visibility they need across their application landscape, assess options for systems alignment and consolidation, and guide them through the transformation path they choose.

Our Application Portfolio Transformation offering can help a client optimize and simplify their application portfolio to better align with their business and IT goals by better mapping their applications with Business Processes and KPIs. We provide these services in a two-phase, modular approach, as depicted in Figure 9, where we can conduct application assessments and develop roadmaps for the future, and/ or execute on their roadmap and manage the effort to realize value.

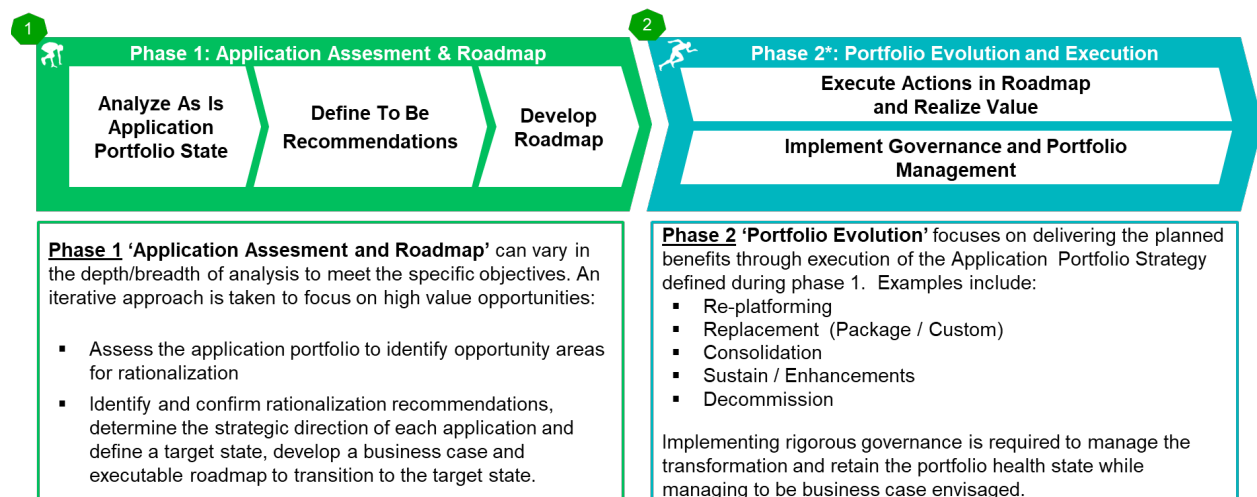


Figure 9. Accenture's 2-phase, Business-led IT Transformation approach.

We have **successfully demonstrated our ability to provide such services** across the U.S. and around the world **since the 1950s**, and to State and local government agencies **here in Florida since 1996**. In fact, **each of 30 the projects** depicted on Figure 3 (page 10) **involved** various elements of: **consulting on management strategy; project management; assistance with process and productivity improvement; advisory and assistance services relating to a Customer’s mission-oriented business programs or initiatives; and, system alignment and consolidation services**. And when it comes to newer industry-popular management consulting techniques, such as Co-Creation (as described above), we have recent experience here as well. As examples, we recently led the Florida Department of Highway Safety and Motor Vehicles through co-creation sessions focused on reimagining the Disabled Driver vehicle plaque of the future. And with the City of Miami’s Department of Buildings, we orchestrated a series of “Persona Mapping” user group sessions to better understand and improve the customer experience for permitting and licensure application processes.

Accenture’s General Approach to Providing:

- 3** Program research, planning, and evaluations.
- 4** Provisions of studies, analyses, scenarios, and reports relating to a Customer’s mission oriented business program of initiatives.

Accenture would leverage **Accenture Research** and our **Applied Intelligence Practice** to provide program research, planning, and evaluations, as well as studies, analyses, scenarios, and reports relating to a Customer’s mission-oriented business program of initiatives.

Comprised of **more than 300 researchers**, **Accenture Research** is our global research division, which conducts rigorous data-driven studies for our own corporate thought-leadership and for our clients. From a surveying standpoint, Accenture Research runs over 100 surveys each year—both qualitative and quantitative—leveraging the most relevant techniques appropriate for testing hypotheses and answering research questions. Accenture Research is also well versed and experienced in developing instruments from scratch, evaluating their psychometric properties, and determining the best set of items/ statements to represent a psychological construct. We understand how to create effective survey instruments by using validation techniques on well-established metrics and reliability metrics to determine internal consistency of key constructs. We also use a variety of statistical techniques to interrogate the data for optimal scale development including reliability analysis, factor analysis, regression analysis and a host of other statistics that allow us to fulfill research needs. Additionally, we recently developed a theory-based proprietary measure of customer experience, leveraging qualitative research to identify key constructs in customer affinity. It was validated using quantitative methods, which relied on psychometric analysis by our in-house psychometrician trained in applied-experimental methods.

These methods can be applied in government to help uncover citizen expectations. For example, our team, working with the State of Florida Agency for State Technology (now Division of State Technology), developed, disseminated, collected, and reported on a Statewide Citizens Digital Trends survey (n= 2000 Florida residents) on citizens’ current and desired usage of technologies to interact with State government. This effort included a phone bank-based survey yielding 2000 responses, with special sampling attention paid to ensure adequate representation of Miami-Dade, and Hillsborough, and Orange counties versus the rest of the State. The gaps revealed in this study were used to inform State Information Technology policy from 2015 to 2018.

Accenture’s **Applied Intelligence Practice**, and more specifically our North America Health & Public Service Applied Intelligence Practice, is a team of **1300+ data scientists, data engineers, and data visualization specialists** that help our clients in the health, public service, and educational industries solve tough problems through analysis of large, complex, and often ill-defined datasets.

Our capability spans every type of big data challenge, from data management and platform/tooling setup, to predictive analytics, to churning through massive unstructured data such as text data, video, images, sensor data, social media data, clickstream data, and web-scraping. To further bolster our ability in this area, we have sourced and/or developed relationships with 250+ data sources, across a wide range of topics and fields, that we can bring to bear for both baseline assessments and for eventual comparisons once data is collected for the primary purpose. And when it comes to reporting on the data, we also bring extensive experience in crafting the full spectrum of visual data analytics, infographics, and interactive visualizations and portals for our clients.

This Applied Intelligence Practice can provide our clients a modern data platform, advanced analytics services, Public Health insight from 500+ domain specialist. This team is skilled in the latest data and analytics tools, such as: Azure, Informatica, Power BI, and others. See Figure 10 for more details.

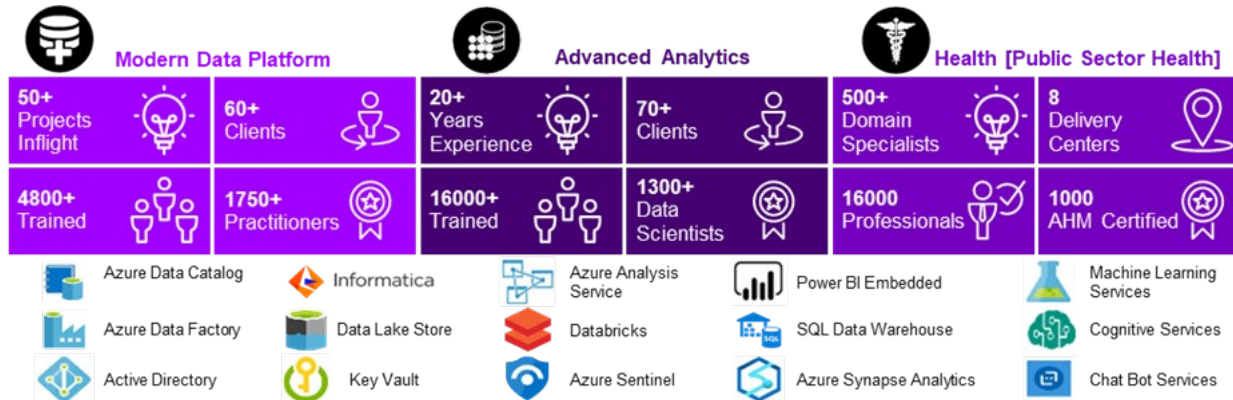


Figure 10. Key facts regarding Accenture's Applied Intelligence Practice.

In 2020, **Gartner** recognized the work of our Applied Intelligence Practice by placing us as a **Leader** in their **Magic Quadrant for Data and Analytics Service Providers** (Figure 11).

One example of our ability to successfully leverage our Applied Intelligence Practice for the benefit of the State of Florida is our work on the Central Florida Education Ecosystem Database (CFEED). With support from Helios Education Foundation, the School District of Osceola County (SDOC), Orange County Public Schools (OCPS), Valencia College (Valencia), the University of Central Florida (UCF), Accenture's Applied Intelligence Practice, and WestEd are engaged in a collaborative effort to develop and test hypotheses on student readiness. The vision of CFEED is to create a model of collaborative data sharing among Central Florida pre-kindergarten through university public educational institutions to identify factors that inform decisions and interventions to increase success, outcomes, and opportunities for all students.



Figure 11. Accenture is a Gartner Magic Quadrant Leader In Data and Analytics Services.

Accenture's General Approach to Providing:

- 5** Customized training as needed to achieve a management consulting objective.

Accenture has provided **customized training** to achieve management consulting objects **since the time we started providing consulting services in the 1950s**. Over the years we have refined and honed the training methods and tools we use to guide and support clients from the inception of a training strategy and plan all the way through training development, delivery, and administration. In recent years, we have also recognized a number of trends brought on by digital innovations that are reshaping the way training can be delivered to further enhance learning for our clients (Figure 12).



Figure 12. Recent trends in training and learning Accenture is taking advantage of to benefit our clients.

Accenture is taking advantage of these trends to bring our clients an even more user-centric approach to training than we have seen in the past. What this means is that we can now work with our clients to understand the audience and desired management consulting objective and create customized, multi-delivery method learning experiences for users/ user groups with supporting content.

We also understand that learning for adults is not the same as learning for developing minds, and any learning approach for the workforce needs to account for the busy lives of its learners. Two concepts have a key role to play in this:

- **MICROLEARNING** – Breaking up large, complicated concepts into small chunks that easily fit into the schedule of a busy professional.
- **EXPERIENTIAL LEARNING** – Active, immersive learning based on real-world experiences. It encourages learners to experiment and incorporates teamwork and other social interactions.

For this reason, Accenture subscribes to the 70-20-10 principle, working to move 90% of learning for our clients to informal or digital methods and reducing traditional, formal training to 10% of the learner experience, as shown in Figure 13.

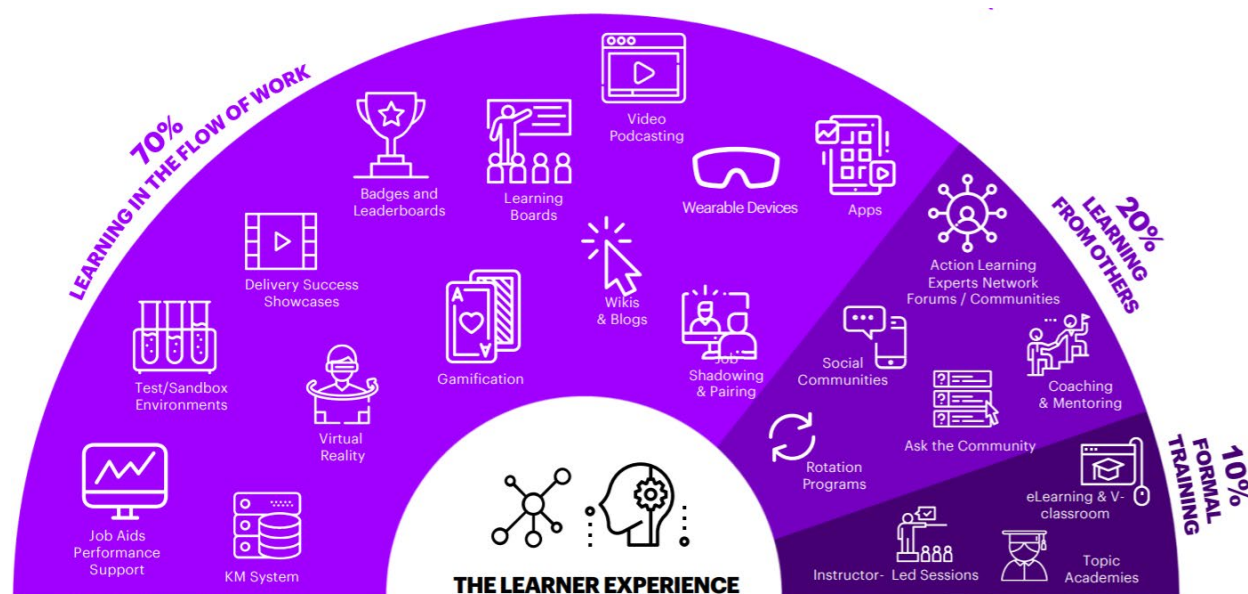


Figure 13. Accenture applies the 70-20-10 principle to enhance the learning experience.

Our approach to training can be offered in a stand-alone fashion, if a client is only seeking those services, or in conjunction with our FORM methodology, as described above. Our training methodologies have been applied to meet the needs of State of Florida agencies and other public sector entities for more than 24 years, including:

- **Department of Financial Services, Florida PALM** – we are currently engaged with the Department to design, develop, and support delivery of custom instructor-led and web-based training, as well as job aides and an online help application, for an integrated, enterprise financial management solution that is replacing the State's current accounting and cash management systems
- **Department of Highway Safety and Motor Vehicles; Motorist Modernization** – we are currently engaged with the Department to modernize the State's drivers' license and vehicle registration applications, and developed the corresponding OCM strategy, encompassing communication, training strategy and process readiness for the Department.
- **Department of Management Services; MyFloridaMarketPlace** – we have over 15 years of experience supporting the Department in the design, development, and delivery of custom instructor-led and web-based courses, job aides, manuals, newsletters, and YouTube® videos, supporting the adoption and utilization of MyFloridaMarketPlace across the State's 100,000+ agency and vendor end users.
- **Agency for Healthcare Administration; Integration Service and Integration Platform (IS/IP)** – we are currently designing and developing technical training for users, module vendors, and Agency staff on the foundation platform of the Florida Health Care Connections, the first component of the Agency's replacement of the legacy statewide system.
- **Miami-Dade County; EDGE ERP Project** – we are currently engaged with Miami-Dade County to design, develop, and support delivery of custom instructor-led and web-based training, as well as job aides and an online help application, to support use of a new financial management system by end users.

Additionally, we can offer clients subscription to our proprietary **Accenture Academy**; a cloud-based, comprehensive and cost-effective learning service that supports capability development utilizing a competency-based approach. Accenture Academy addresses unique workforce learning needs and has supported the upskilling of over **825,000 users in 160 countries** over the past **16 years** through functional courses and access to just-in-time research findings.

Accenture's General Approach to Providing:

- 9** Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs.

Accenture has deep experience in providing State and Federal grants management services like the Stafford Disaster Relief and Emergency Assistance Act. In fact, we bring an extensive depth of experience in federal grants management and reporting from our project work with some of the largest grant funding agencies in the federal government – such as the Department of Education, FEMA, U.S. Department of Agriculture, the State Department, and the National Science Foundation. While we work with these agencies on a range of projects and issues, we have also helped build grants accounting and management systems for many of them.

We have also worked with other states on managing their federal grant monies. One example is our work with the Commonwealth of Massachusetts, Executive Office for Administration and Finance (ANF). When the American Recovery and Reinvestment Act (ARRA) was enacted, the Massachusetts Governor tasked the ANF with mobilizing for and coordinating the management of ARRA funds across their lifecycle. The Commonwealth received approximately \$8.7 billion in ARRA funding (excluding tax benefits). Effective management of ARRA was one of the Commonwealth's highest priorities at that time. ANF established a dedicated program management office (PMO) for Massachusetts that was critical to the Commonwealth's efforts in achieving the intended outcomes of accountability and transparency in the management of ARRA funds. ANF engaged Accenture to assist in developing a written plan for the PMO outlining the structure, roles and responsibilities, inventory of business processes and inventory of systems needed to manage ARRA funds over the life of the Act.

Since the outbreak of COVID-19, the federal government has passed 4 major pieces of legislation to respond to the pandemic. Collectively, these bills and appropriations make Disaster Relief Resources available, including funding for state and local governments for everything from emergency response, to health care, nutrition, unemployment, education, small business assistance, fiscal stabilization, and much more. In addition, we expect that at some point this summer, the Congress will pass a fifth bill, which is likely to help state and local governments directly address unexpected budget gaps in Fiscal Years 2020 and 2021, largely as a result of dramatically reduced tax revenues.

In response, Accenture developed a set of approaches and methodologies to provide a comprehensive scope of services to help state and local governments identify, track, manage, and account for COVID-19 related funding. Through these, we can provide a systematic approach to address several such needs, including but not limited to:

- Project Assessment, Development & Formulation
- Cost Tracking and Accounting
- Communication and Liaison Services
- Reporting and Compliance Monitoring
- Guidance and Training
- Project Design and Assessment

In addition, we are beginning to help those jurisdictions think about what government looks like in a post-COVID era: how agency organization and service delivery evolve to be more effective, more efficient, and more citizen friendly.

To date, we are engaged to **provide more than ten state governments**—including Georgia, Kansas, Massachusetts, Michigan, New Mexico, New York, Oklahoma, Pennsylvania, and Virginia—services related to the COVID-19 pandemic and the **management of response, relief, and recovery funds** (Figure 14, next page).

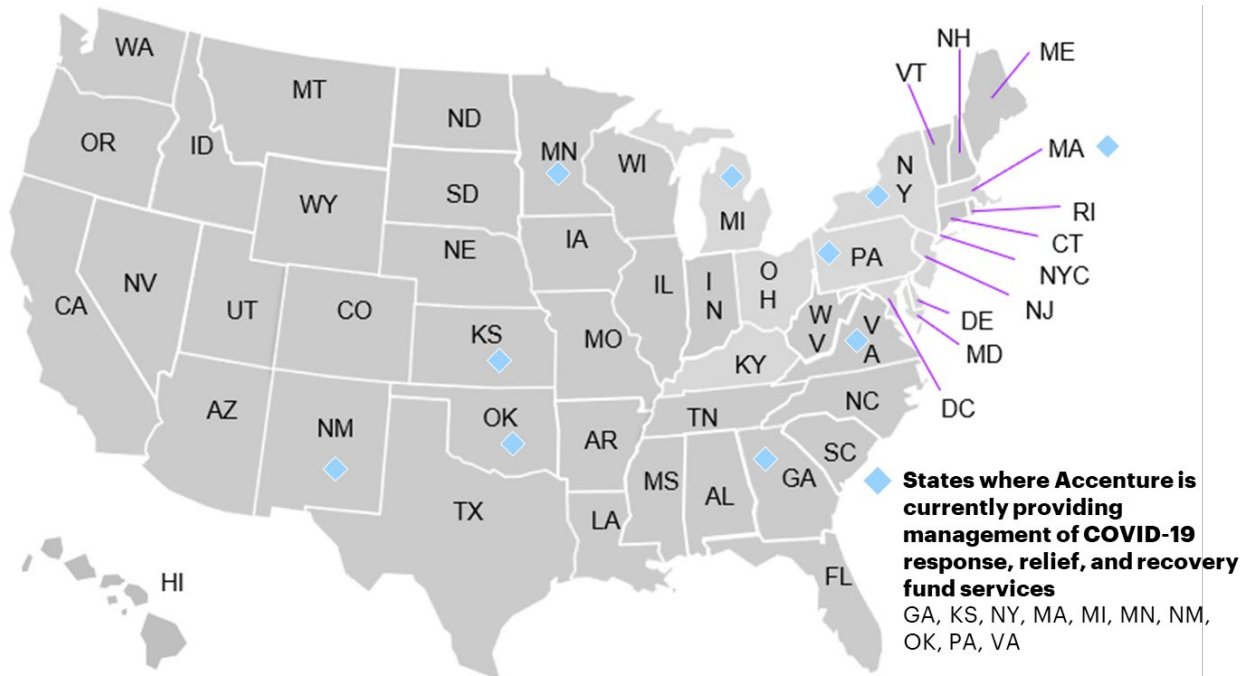


Figure 14. Accenture is helping manage federal COVID-19 response, relief, and recovery funds for 10 states.

Finally, Accenture is a **leader in financial systems implementations for state and local governments**, including the State of Florida. Here, we are currently implementing the State's Planning, Accounting, and Ledger Management (Florida PALM) to replace to current Statewide accounting system (FLAIR). In this project, compliance to grant requirements and project accounting are key areas of focus and provide learnings we can apply to other projects where we may be engaged to help the State or local governments manage federal grants.

Accenture's Ability to Provide Services Statewide

As described earlier in our response to this RFP's Request 1 regarding Experience, and as re-depicted in Figure 15, Accenture has **more than 1000 Florida-based employees**, across offices in **Miami, Tampa, Orlando, and Tallahassee**. Having such a large bench of resources, with a diverse set of knowledge and skills, gives us the necessary reach and ability to provide management consulting services Statewide. In instances where it is necessary—due to the size, complexity, or unique challenges our clients may face—we are also fortunate to be able to draw upon the significant resource and talent pool offered by both our North America and Global Strategy and Management Consulting Practices.

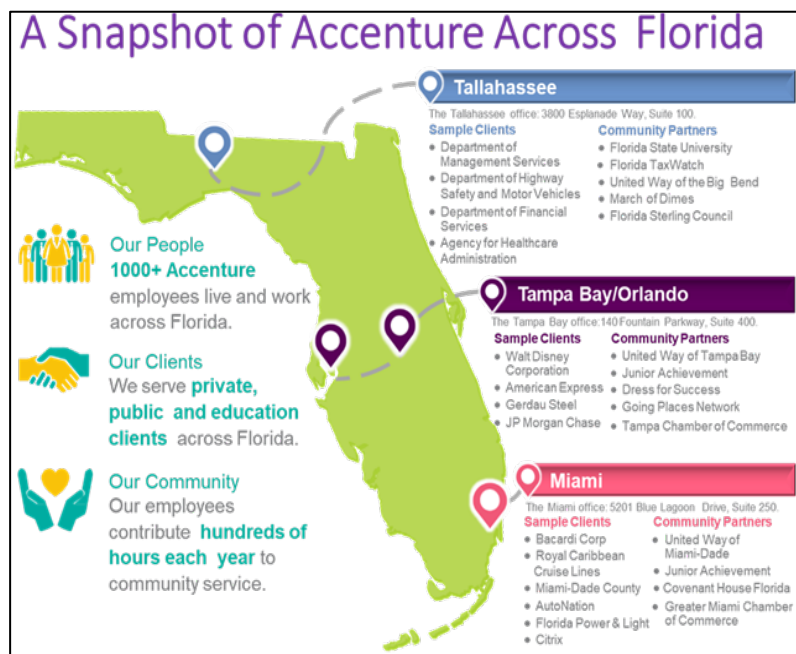


Figure 15. Accenture's Statewide footprint.

Accenture’s Ability to Offer Diverse Knowledge and Skills

The State of Florida wisely recognizes the need for service providers with diverse knowledge and skills. Accenture believes that for a company to truly have diverse knowledge and skill you have to start with a diverse workforce, and then foster that workforce’s ongoing skill development.

When it comes to diversity, Accenture is certainly an inclusive place. In fact, for the last two years, we have been recognized by Refinitiv’s Global Diversity & Inclusion Index as **the most diverse and inclusive workplace among the top 100 publicly traded companies** (Figure 16, www.refinitiv.com).

That recognition is due in part to specific programs we have put in place, such as our global **Getting to Equal** initiative. Through this concentrated effort, by 2025 the entire Accenture workforce will be **50% women and 50% men**. As of 2020, our North America Public Service Practice—which would primarily serve the State of Florida, through this State Term Contract—has already achieved that goal. This unwavering commitment to inclusion and diversity unleashes innovation and creates a culture where everyone feels they have an equal opportunity. Accenture also makes significant investments in the ongoing skill development of our people through various training offerings. Our clients’ needs for innovation never stop—so neither do we. To meet this demand, Accenture has five regional learning hubs, connected classrooms, online courses, and learning boards to allow for our people to learn collaboratively, continuously, and effectively so they can bring their clients the latest learnings in innovation and problem solving (see Table 8 for further examples).

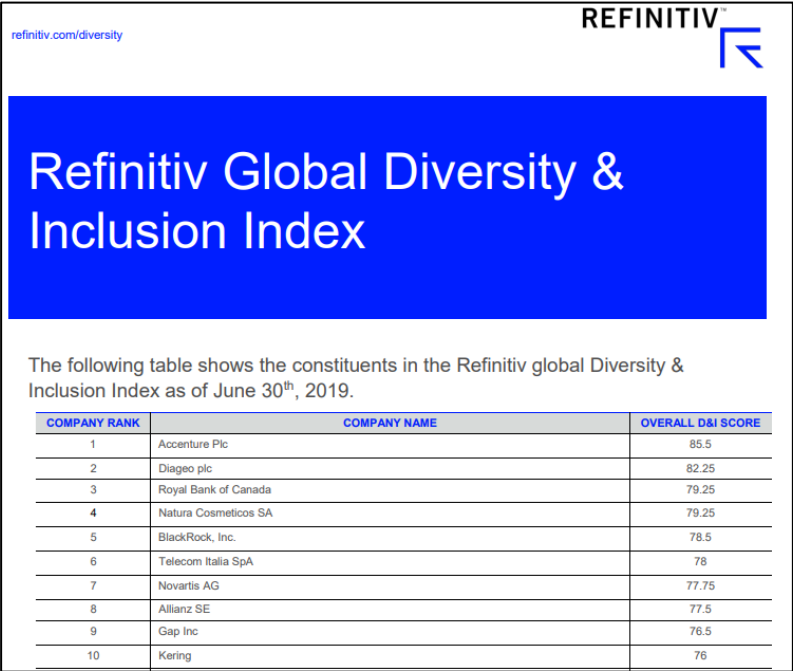


Figure 16. Accenture is a corporate leader for diversity.



2,400+ ONLINE COURSES

Allows Accenture’s people to learn new skills and hone existing ones. Always-on training is matched to roles, business area and geography, keeping innovation at the center.



2,700+ LEARNING BOARDS

Expert-curated content is constantly updated from leading experts around the globe, offering real-time, right-sized learning.



91 CONNECTED CLASSROOMS

Contains state of the art technology that eliminates borders and connects Accenture colleagues and experts around the globe into one rich learning environment.

Table 8. Examples of Accenture’s commitment to ongoing skill development.

Accenture’s Ability to Provide Staffing

Accenture’s ability to provide staffing for Florida Management Consulting projects—like all of our projects around the word—requires a continuous focus on recruiting top talent. Accenture’s recruitment efforts span both college graduate recruitment from the top colleges and universities,

as well as experienced hire recruitment bringing in seasoned professionals with deep industry expertise. This balanced recruitment strategy gives us the ability to adapt to client needs and bring the most qualified, dedicated team members to each of our projects.

To successfully staff a project, Accenture analyzes staffing needs on an ongoing basis with an eye on project objectives and the specific tasks needed to achieve those objectives. We then determine the skillsets needed to complete those tasks and fill the roles identified. Finally, Accenture considers the past experiences of a pool of resources to determine if their experience meets requirements set by the project.

All our consulting employees, leadership, and internal HR professionals use myScheduling; a proprietary application we use for tracking and filling open Accenture positions across our projects. Within myScheduling, roles are posted with a focus on the key skills and experience preferred for the role. Resumes are then collected by the Project Manager to review and sort. Our scheduling system allows individuals to narrow searches based on geographic regions, and furthermore the ability to internally prioritize resources for a role.

When candidates are identified they are interviewed to confirm they meet criteria for the posted role, including aspects such as previous work in the public sector, years of experience, and specific skill sets that match the role description. After internal interviews, successful candidates are proposed to the client for review and interview. Selected candidates are then confirmed to the role and onboarded accordingly.

Accenture's Florida-based Public Service Management Consulting Team

The summary résumés provided as part of our bid represent a sample of Accenture's team of Florida-based Public Service Strategy and Management Consulting practitioners who will lead and conduct our work on projects resulting from our inclusion on Florida's State Term Contract for Management Consulting Services. As you will see, these individuals come with a diverse set of knowledge and skills across the broad services areas we are proposing on, as well as other complementary consulting skills, such as those tied to the services shown in Figure 17, which we can provide within the framework of management consulting engagements. If needs for an even greater array of knowledge and skillsets arise, we can also reach into our North America and Global Strategy and Management Consulting Practices, where **we have hundreds—if not thousands**—of additional practitioners to draw upon.

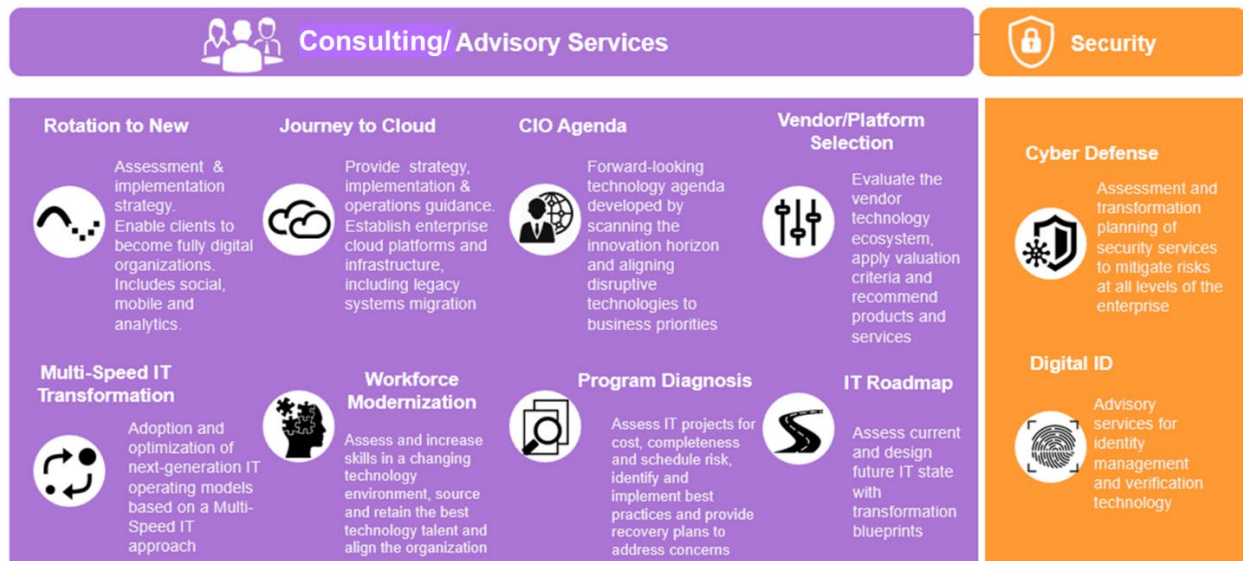


Figure 17. Consulting and Security Advisory services we can provide within the management consulting framework.

Contract Attachment D

Authorized Services List

Category 1: Management Consulting Services

Accenture LLP has been awarded and therefore is Authorized to provide the Services listed below through State Term Contract No. 80101500-20-1 for Management Consulting Services, Section IV. e) Services:

- Consulting on management strategy.
- Project management.
- Program research, planning, and evaluations.
- Provision of studies, analyses, scenarios, and reports relating to a Customer's mission-oriented business programs or initiatives.
- Customized training as needed to achieve a management consulting objective.
- Assistance with process and productivity improvement.
- Advisory and assistance services relating to a Customer's mission-oriented business programs or initiatives.
- Systems alignment and consolidation.
- Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs.

Contract Attachment E



Contractor Information Form

Contractors with an active state contract or agreement procured by the Division of State Purchasing should use this form to provide contact information for customers, which will be posted on the Department of Management Services (DMS) website. The form must be submitted to the assigned contract manager at the time of contract execution and whenever changes are requested by the contractor throughout the life of the contract.

*** PLEASE RETURN THIS FORM TO DMS IN EXCEL FORMAT ONLY ***

Contract Name:	Management Consulting Services		
Contract Number:	80101500-20-1		
Contractor Name:	Accenture LLP		
FEIN:	72-0542904	*** MUST MATCH ACTIVE SUNBIZ.ORG REGISTRATION ***	
Website:	www.accenture.com		

Customer Contact

Contact for sales information, ordering, and billing questions.

Name:	Suzanne Easter			
Email:	suzanne.m.easter@accenture.com			
Phone:	919-326-8387	ext.		
Address:	3800 Esplanade Way, Suite 100			
City:	Tallahassee			
State:	FL			
ZIP:	32311	+4:		

Contract Administrator

Contact for escalated customer needs.

Name:	Shireen Sackreiter			
Email:	shireen.s.sackreiter@accenture.com			
Phone:	850-445-3084	ext.		
Address:	3800 Esplanade Way, Suite 100			
City:	Tallahassee			
State:	FL			
ZIP:	32311	+4:		

If there is additional information that you would like to make available to customers on the DMS website, please enter it in the field below. The assigned contract manager will review your request and notify you whether or not the information is approved for posting.

--

Contract Attachment F No Offshoring

The undersigned Respondent hereby attests that it will not perform any of the Contract services from outside of the United States, including not utilizing offshore subcontractors in the performance of a Contract award, and will remain in compliance with the subcontractor clause in the Contract.

Respondent Name: Accenture LLP

Respondent Federal Employer Identification Number (FEIN #): F720542904

Authorized Signature:



Shireen S. Sackreiter

Print Name:

Managing Director

Title:

June 9, 2020

Date:

Contract Attachment G
Subcontracting

Complete the information below on all subcontractors that will provide services to the Respondent to meet the requirements of the resultant contract, should the Respondent be awarded. Submission of this form does not indicate the Department's approval but provides the Department with information on proposed subcontractors for review.

Please complete a separate sheet for each subcontractor.

There will be subcontractors for this solicitation YES ____ NO ____ (place a checkbox where applicable). If not, Respondents are not required to complete the remainder of this form.

Service: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____

Fax: _____

Current Office of Supplier Diversity
certification of woman-, veteran, or
minority-owned small business
enterprise Yes _____ No _____

W-9 verification: Yes _____ No _____

In a job description format, describe below the responsibilities and duties of the subcontractor based on the technical specifications or statement of work outlined in this solicitation.
