COST RESPONSE

The Agency for Workforce Innovation's (AWI) vision of Unemployment Compensation (UC) Modernization requires the most up to date UC system in the market, being implemented by an experienced team who not only has worked with AWI, but has implemented the UC solution that is being proposed. Accenture is pleased to bring you myBIS and our proven delivery team.

Accenture is pleased to submit the following Cost Response to the Agency for Workforce Innovation, Invitation to Negotiate (ITN) Solicitation Number 10-ITN-001-SS for the Unemployment Compensation Claims and Benefits Information System Design, Development, and Implementation. We have included the following sections in the Cost Response:

- Basis of Estimates and Assumptions
- Attachment S: Cost Response Part 1 – Proposed Costs
- Attachment S: Cost Response Part 2 – (1 Year Included Warranty/Maintenance & 4 Year Optional Renewal Maintenance)
- ~~Attachment S: Cost Response Part 3 - Deleted~~
- Attachment S: Cost Response Part 4 – Rate Card

Best Value

We considered your quest for best value as well as your priorities as we prepared our pricing submission. We understand the legislative deadlines and constraints that direct the UC Modernization project as well as the budget constraints of the State and the Agency as indicated in the published feasibility report. With this understanding, Accenture has worked long and hard to build a cost response to provide you with the best value and most cost effective solution for this initiative. Our cost proposal presents the best value to AWI for the following reasons:

- We bring a team of our most experienced UC professionals with unmatched knowledge of Florida, AWI, UC and the *myBIS* solution, tools and technologies. We have proposed the right team for the project – an experienced team able to deliver on this complex and strategic initiative. Others may propose what seems to be a "less costly" team at first review. However, given the nature and scope of this project, we believe that AWI requires a seasoned team that can help reduce delivery risk, plan and execute to schedule and work collaboratively with all the parties involved. Less costly teams, staffed with junior-level and junior-skilled people, bring increased delivery risk, schedule slippage and difficulty working with stakeholders. We know what it takes to deliver successfully within the State and within AWI. Accenture has successfully delivered several projects for the State and AWI that have similar complexity and implementation timeframe as the UC Modernization project. Based on this experience, we deliberately chose not to use more lower-level staff or flatten the pyramid of our experienced team to attempt to propose the lowest possible price. Instead, we have proposed a team that can successfully deliver this complex and demanding project on the stipulated timeframe. We respectfully request AWI's consideration of this critically important point during the price proposal comparison.
- Accenture brings **Bradner Consulting Group**'s President, Bob Bradner. Bob is the most knowledgeable UC benefits expert in Florida today. He worked with you for 30 years and worked in UC for 28. Through his career, he rose to become the Bureau Chief of Claims and Benefits. Today he works with AWI as well as the Workforce Boards so his understanding of today's system is recent and deep. Bob brings a

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dimension to our team that is unmatched by any other vendor. We also bring key teaming partners and software support personnel for the key technologies of the *myBIS* solution, including Image API and Genesys. **Image API** has been working with AWI for the last six years, processing thousands of scanned and faxed UC documents daily; no other company in the marketplace understands the unique imaging and document management requirements of AWI. **Genesys** is recognized as the market leader in delivering comprehensive and technically innovative contact center solutions and brings their unique experience in delivering solutions to public service clients to deliver a high-performance contact center solution to AWI.

- When comparing vendors, the accuracy of their workday estimates is a critical consideration. Accenture has invested over 1000 hours understanding your requirements in the ITN and your answers to questions, and incorporating these requirements into our industry leading estimating tool, Accenture Delivery Methods (ADM). We used our proven estimating approach which uses historical performance metrics as the basis for estimating new projects to drive predictable outcomes with reasonable risk. We verified those estimates with our actual results from similar projects such as our Illinois Department of Employment Security (IDES) project. This process allows Accenture to have one of the highest project estimating accuracy rates among the systems integrators today. This translates into a direct benefit for AWI, as accurate planning and reliable workday estimates can prevent an abundance of expensive change orders down the road. As evidence, we completed the entire implementation phase at Florida DBPR and Florida OFR REAL projects without a single change request.

Transparent Estimating Methodology

We have found that it is extremely helpful to our clients for our proposal to be transparent in our estimating methodology and the key basis of estimate used to compute our Cost Proposal. The key reasons that this is helpful to AWI include:

- **Strong foundation to launch the program** – our experience tells us that a high-level review of our estimating methodology with our clients increases the likelihood of project success. An ambiguous and unspoken basis of estimation can lead to missed expectations and change orders throughout the project. By working through this up front, the program can be launched on a firm foundation of joint understanding. As a result, we have included our Basis of Estimate and Assumptions section within this cost proposal. On our recent COTS implementation at the Florida Office of Financial Regulation, the client at first was “taken aback” by the detail and specifics included in our estimating methodology. However, after reviewing the detail, discussing them with us, and working out a mutual agreement, we had no change orders throughout the implementation effort and an on-time, on-budget successful delivery. We look forward to the opportunity to review our basis of estimation and estimating methodology during negotiations.
- **Apples to apples comparison** – our transparency provides AWI with the tool to make “apples to apples” comparison. We have found that our competitors leave questions unanswered and then ask for change orders throughout the program, increasing the project cost sometimes greater than 200% of the original contract. We’ve also seen competitors show numerous hours for non-professional staff, increasing the hours and lowering their perceived hourly rate. This makes comparisons difficult and it is why our estimates are only for our professional staff focused on the core outcomes for the UC Modernization project.
- **Joint understanding of scope** – throughout the life of the UC Modernization project, we will need to have a joint understanding of scope. This provides our team and your team a solid basis to operate from and a consistent target. This is critical for a program of this size and schedule because there is no time to

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negotiate at each task and phase. Having a joint understanding of scope facilitates forward movement and reduces the time-consuming discussions throughout the project lifecycle.

Accenture uses a multi-step process, based on Accenture's estimating and delivery methodology, tools and industry standards to create an accurate, complete, realistic and valid price for our total solution. Our approach addresses four elements:

Our approach addresses four elements:

- **Completeness** – Have we included, and can we account for all the required scope in our estimates and price?
- **Reasonableness** – Are the estimates for the proposed solution reasonable compared to our experience in having delivered this work? Have we sufficiently reviewed and revised our estimates to mitigate risks while remaining compliant and competitive?
- **Realism** – Can we deliver the work with the specific staffing and technology configurations we are proposing?
- **Validity** – Is our resulting price valid within the norms established and expected by the customer and the industry?

Completeness

To understand and quantify the scope, we start with a comprehensive review of the Invitation to Negotiate and project requirements. We then perform a requirement mapping process using relevant client-supplied specifications mapping them against our proposed *myBIS* solution. We then map the requirements to specific deliverables and activities. Finally, we tie these deliverables and activities to our estimating model, establishing the link between scope and effort, which drives price.

Reasonableness

When creating the labor estimate, Accenture uses a set of Parametric Modeling tools based on the Accenture Delivery Methods (ADM). These models provide and describe specific parameters around functional scope, the number of deliverables, hours per deliverable and other factors that determine the labor effort. This provides a comprehensive assessment of the factors that drive effort. In addition, the tool itself formalizes a list of detailed assumptions that will allow project management to validate scope and effort. This is an example of how our methodology adds value and allows the project management team to "hit the ground running" once the project starts.

We also perform a reasonableness test by conducting rigorous reviews as part of our Quality Assurance process, led by the Quality Assurance Senior Executives assigned to the project, Michael Ljung. The reviews calibrate the estimates with the most relevant and current experience and information, and include the following steps:

- Comparisons to other engagements of comparable scope, size and complexity
- Peer Reviews using some of the most experienced executives in our firm

In addition to reviewing the estimates against other engagements of comparable scope, size and complexity in the UC and Workforce and Labor environment, we compare these estimates against our proven experience in the State of Florida. Our record includes implementing mission-critical solutions and integrating them into an enterprise solution across the State, as well as our revenue-neutral experience.

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Realism

The third aspect we address in the estimating process is the labor required to deliver the solution and complete the project. Using the same tools described above, the model generates detailed resource requirements for each phase of work. Our staffing approach also uses standard labor categories and staffing "pyramids" based on our experience in delivering this kind of work successfully on other engagements. We also conduct reviews with our human resources staff to validate the experience, skill sets, and staffing levels for the proposed work and schedule.

Validity

As a final step, we prepare an independent cost estimate using industry standard tools and techniques to benchmark our price points.

Basis of Estimate and Assumptions

The table that follows contains our detailed Basis of Estimates and Assumptions, which highlight the key estimating parameters utilized to develop our comprehensive, realistic, and reasonable price; our billing schedule follows the Basis of Estimates and Assumptions. As part of the negotiation process, we are prepared to explain the rationale for each of these estimating factors and are prepared to adjust them if information provided by the State would merit such an adjustment.

We believe our solution provides a compelling approach to meeting the desired outcomes of the UC Modernization project. The Accenture team has established our reputation on the success of our clients. We only achieve success by ensuring that your change program is successfully delivered and that we effectively address your expectations and outcomes. Thank you for your consideration of our proposal which provides our best recommendations to help AWI implement the UC Modernization vision. The Accenture team understands and supports your vision and has the resources that can help AWI put Floridians back to work.

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modernizing your Benefits Information System (myBIS)

Number	Basis of Estimate / Points of Clarification
Administrative	
1	We have planned a project start date of February 28, 2011, with three planned production releases anticipated by June 30, 2011, June 30, 2012 and June 30, 2013.
2	We have anticipated that issues will be resolved and decisions made in a timely manner. AWI will actively collaborate to resolve and close issues. We work with the AWI UC Project Director during project initiation to define reasonable timeframes and an escalation path for issue resolution.
3	Based upon our experience, we have found that an integrated project team working side-by-side with the client in the same location yields better outcomes including more timely communication, increased collaboration, quicker response times, etc. Therefore, our project plan includes AWI providing the Accenture team with adequate work space for our team of up to 70 FTEs. Key components needed in this workspace include office furniture, phones, internet/network access, high speed printer/copier/fax and nearby access to conference room space.
Staffing	
4	We included AWI participation in our work-planning estimate. We will work with AWI to finalize the commitment level and timing during the contract negotiations of the project while we are preparing the project workplan. We believe it is critical for the long-term goal of self-sufficiency to have AWI staff working side-by-side with the Accenture team and have specific assignments and responsibilities to become enabled on the processes, technology and software.
5	AWI has communicated that 28 people will be made available to the project with varying skills and capabilities. Our experience tells us not to assume that we will earn 100% of these 28 FTE days against our workplan. To do so would introduce a significant risk to the project and also put us in a position where we would be constantly debating with you if we were earning the days we assumed to keep our workplan and schedule viable. In addition, if we assumed a higher amount of days earned, our price would be significantly lower than what we are proposing. Our philosophy around the number of days we planned to earn for these resources centered activities in our workplan that lend themselves to resources outlined by AWI (e.g. Technical – programming, Reengineering – functional design and test planning, etc). Our conservative estimate is that we would earn 6 FTEs at 1800 hours per year against our workplan tasks. We look forward to confirming this assumption with you and if we have been too conservative, we expect to be able to increase the hours your staff can earn which will reduce our overall price.
6	The Agency will provide Functional and Technical Subject Matter Specialists (SMSs) with the appropriate level of knowledge in the functions and capabilities supported by the *myBIS* solution to participate in Business Process Re-engineering activities, Requirements Analysis, Change Management, and other build activities such as design review, user testing, training development and delivery, conversion testing, interfaces, performance and load testing, disaster recovery testing, and system signoff. These SMSs will also be available for reference during the design and development phase of the project.

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Number	Basis of Estimate / Points of Clarification
7	In addition to our disaster recovery test lead, we assumed to support the disaster recovery test during the mutually agreed upon disaster recovery test period that include 2 FTEs skilled in the following: database administration, server and system administration, telephony (IVR & CRM), as well as an understanding of the *myBIS* system.
8	If, at the Agency's request, the resource mix by skill level and/or geography is changed, price will be affected due to the pyramid movements and the relative costs of services in different delivery locations.
Organizational Change Management	
9	Accenture will train up to 1,600 Functional End Users, 70 Super Users; 50 Customer Service/Help Desk/User Support Specialists; and 20 Technical Support Users across 3 geographic areas. Accenture will have responsibility for producing training materials for the sessions.
10	We provide training materials to the Agency in electronic format for using the Microsoft Office suite of products for ongoing use. Our training plan is based upon the understanding that personnel currently have basic computer skills (e.g., Microsoft Office, using a mouse) and already know their policy, procedures and role within the organization.
11	All training sessions will take place within the state facilities. Training logistics for end user training are the responsibility of AWI personnel. This includes training class dates, reserving classrooms, providing in-class liaison staff, scheduling attendees, and verifying the necessary technical support requirements are satisfied (including connectivity to the *myBIS* training servers). Accenture is responsible for other training logistics such as tracking attendance, conducting course evaluations, and refreshing the Training environment.
Communications	
12	Ongoing Project Communications -- The project team would regularly issue communication material based on the content specified in the approved Communication Plan. This includes emails of newsletters, bulletins, etc. This material would be developed by the Agency with assistance from Accenture.
Documentation	
13	Documentation for COTS packages assumed to produce *myBIS* would be provided under the respective software license from the COTS vendor.
14	The Accenture team will have access to appropriate levels of system documentation and/or personnel for each of the legacy systems that will be integrated with / interfaced to the *myBIS* solution.
Data Conversion and Data Cleanup	
15	Based on the ITN and response to vendor questions, Accenture Team personnel will provide design requirements for all legacy extract programs. AWI is responsible for developing the extract programs for the legacy data. Accenture will provide the framework and guidance for testing all legacy conversion extract programs. Accenture will design, build, and test all conversion load programs.

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Number	Basis of Estimate / Points of Clarification
16	During the data conversion design phase, we will identify those data elements required for business processing in the *myBIS* application. We will not convert data from legacy systems that is not required in the *myBIS* system. We have estimated 100 data conversion programs with the following complexities (25 Low, 60 Medium, and 15 High). Our rationale for this number of conversion programs is premised upon our review of Florida's requirements and our recent experience in Illinois where we required a similar mix and count of programs.
17	We will not convert historical data outside of the defined data retention period.
18	From our experience with data conversions, we understand that typical distributed systems contain a large amount of redundant data. During the data mapping exercise, our conversion team will work with you to identify the master data source to be converted. We will not convert redundant data for historical viewing purposes.
19	We anticipate the Agency is responsible for all conversion, storage and destruction of physical documents. We have included storage of images based on volume provided in section 8.12.3 of the ITN. Additional historical images have not been included as part of our conversion estimate.
20	Our solution includes the use of the existing imaging solution from Image API. As a result, we have assumed a conversion effort up to 100 days of effort to integrate the necessary indexing data within *myBIS*.
Solution Testing	
21	Accenture will assist AWI with the development of test materials that are a subset of system test cycles and scripts to support the core business processes supported in the *myBIS* solution for UAT. These test materials will be used to guide the User Acceptance Testing effort. We anticipate the User Acceptance Testing to take no longer than 2 weeks for Release 1; no longer than 8 weeks for Release 2, no longer than 8 weeks for Release 3, with 8 additional weeks of Release 3 pilot effort.
22	Accenture and AWI will jointly perform the User Acceptance Test tasks in accordance with the workplan. Both parties will jointly develop the Test Plan with Accenture taking the lead on the deliverable with input from key AWI SMSs providing input to the testing scenarios, data requirements, and results expectations. The Agency will execute and validate the User Acceptance Test scenarios with assistance from Accenture. Accenture will correct defects (a defect is defined as a deviation from signed off design documentation) as they arise.
23	UAT will be conducted in Tallahassee at AWI facilities. AWI will provide the desktops and a dedicated room to conduct UAT efforts.

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Number	Basis of Estimate / Points of Clarification
24	*myBIS* automates workflow processes through an application embedded workflow functionality. Embedded application workflow features provide tight integration into the UC Solution. Based on our UC experience at multiple states, we feel that the typical UC business process can be supported with this workflow approach. We have found most clients favor this approach. However, we understand that Florida is unique, and AWI has specific requirements for a more robust workflow engine with additional Business Process Management. As such, we are proposing to supplement our embedded workflow component with the Oracle BPM Suite. For new development, we will work closely with you to identify those business processes whose parameters change frequently for incorporation into the rules engine.
25	We anticipate the Release 1 to take place at month 4, Release 2 at month 16, and Release 3 at month 28.
26	We have planned 37 interfaces for the effort based on the requirements defined in the ITN. An interface is defined as a program to produce a single outbound file or read/process a single inbound file.
27	For external point-to-point interfaces with other government entities (e.g., FDLE, DOE, etc), AWI is responsible for managing the MOU and interaction with these agencies. Accenture will work with AWI to confirm these agencies provide the information, format, testing, etc. within the agreed upon timelines and will escalate to AWI issues with this interaction.
28	AWI will provide a secure FTP server through which the estimated interface programs will place or retrieve the files. AWI will be responsible for any special encryption and decryption associated with interface exchanges.
29	The work effort required to build the system interface to and from the *myBIS* solution have been included in the estimate. Any effort required to enable any other systems to process files and messages needed to interact with the *myBIS* solution are not included in our pricing.
30	We have found that our clients want flexibility in their reporting and want the capability to develop reports over time even after the full implementation of *myBIS*. Therefore, we have estimated 80 reports (with the following complexity levels: 30% Low, 60% Medium, and 10% High) would be developed as part of the *myBIS* solution by a joint Accenture/AWI team. During the project, we plan to train 6 AWI Report Developers to create their own ad-hoc reports using the Business Objects reporting solution.
31	As part of the design process, we will work with you to optimize the number of forms / correspondence sent from the Agency. We have estimated Accenture would modify 75 existing pieces of forms / correspondence (in use in Illinois) and create 75 new pieces of correspondence with the following complexity levels (30% Low, 60% Medium, and 10% High).
32	AWI will perform language translations of correspondence, web pages and any other work products specific to the *myBIS* project for which AWI requires either Spanish or Creole. Our schedule assumes language translations will be provided to Accenture by AWI within 5 days of receipt of the English version provided by Accenture. *myBIS* will support external portal pages and correspondence in English, Spanish, and Creole.

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Number	Basis of Estimate / Points of Clarification
33	Accenture is responsible for correcting defects (a defect is defined as a deviation from signed off design documentation) associated with new or modified code that Accenture made to the *myBIS* solution through the warranty period. Defects within COTS packages will be resolved within *myBIS* scheduled releases in concert with the release schedule of the associated COTS provider.
34	In order to facilitate the Release 1 by the specified date, we have assumed the following items: ● That the project starts on the date specified in the ITN ● That the scope of the Release 1 portal capability is consistent with the portal in production at our IBIS project site which supports general claimant capabilities that include initial claims and continuing claims functionality ● That we can reuse the existing data interfaces that link the existing FLUIDNOW and FLCCID to the legacy systems ● That the hardware and software necessary to support the development and implementation of the portal are ready for us to begin our work 15 days after the project start date ● This release will support English language, implementation of additional languages will be mutually agreed to between AWI and Accenture
Technical	
35	We have assumed that Faneull or other third party call centers provides their own IVR and CRM solution and that *myBIS* passes calls to them in an overflow situation. At AWI's direction, we will make available to Faneull or other third parties access to existing myBIS data interfaces and user ids to connect to or log in to myBIS.
36	Hardware and software prices are based on information provided in the ITN, and our discussions with third party vendors utilizing Proquire (an Accenture affiliate) for procurement. We will confirm the configuration and sizing assumptions with AWI and provide revised pricing, if necessary.
37	In order to reduce the overall cost of ownership to the Agency, we have planned the acquisition of hardware and software and associated maintenance to coincide with the appropriate release activities and will be outlined within Hardware and Software Procurement Plan. For pricing purposes, we have assumed that partial-year maintenance can be pro-rated by month.
38	Accenture would prefer to integrate the *myBIS* solution with AWI's existing Active Directory (ADS) or LDAP solution. Following direction given in the Agency response to vendor questions, we have included pricing for Tivoli Directory Server. The technical specification for the integration would be developed in cooperation with AWI during the Release 1 of the project. We plan to convert existing user profiles in the ADS to the new *myBIS* solution, with assistance for AWI's technical staff. AWI will provide resources to approve, load and/or maintain user security throughout the life of the project.
39	Accenture would work with AWI staff to establish and confirm the backup and restore strategy for the system as a part of the design phase for each release of the project.
40	Accenture anticipates that all AWI desktops will be operating on software compatible with the proposed solution.

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Number	Basis of Estimate / Points of Clarification
41	In accordance with AWI's response to vendor questions, Accenture anticipates that AWI will provide Accenture project team members with desktops or laptops equipped with at least the specifications listed as the current Agency standard of Intel Core 2 Duo (2.93 GHz), 4 GB memory, and 160 GB hard drive.
42	AWI will provide appropriate Accenture team member personnel with timely access to all data center facilities housing the *myBIS* solution system architecture.
43	Accenture will provide 24x7 support. During off hours, support will be in the form of on-call support via pager. Remote access may be required to provide support.
44	In the event AWI decides to procure hardware and software, it will deliver at a mutually agreed timeline to meet the project schedule.
45	AWI will be responsible for Network/Connectivity including: a. Establishing connectivity based on agreed technology with application vendors b. Monitoring and resolving all network related issues, including capacity issues c. Testing the network connectivity of the application from LAN, WAN and other methods of access as per AWI standards d. Providing, installing and monitoring Network Intrusion Detection (IDS) hardware. Our solution will adapt to most IDS in the market today. AWI will also be responsible for LAN, WAN, VPN set up, proactive monitoring and its ongoing maintenance.
46	We propose to leverage your existing disaster recovery plan and approach for the portal, IVR, and BOSS replacement. For Release 3 we will work with the Agency to update the COOP plan with specific changes as needed for *myBIS*.
Application Maintenance / Operations	
47	Based upon our experience, the best approach to address issues, questions, etc. as they come up in production is to address them locally at the end user. Therefore, we have planned that AWI will be responsible for the Tier 1 and subject matter expertise to support Accenture's Tier 2 after initial go-live support (2 month transition period for Releases 2 & 3). Tier 1 help desk includes receiving the calls, creating a ticket in the appropriate problem tracking tool and escalating as appropriate. For technical issues with the *myBIS* system, Level 2 Technical help desk and the Level 3 Help Desk will be provided by the Accenture production support team in Tallahassee.
48	Accenture and AWI will work together prior to Go-Live to define the appropriate application maintenance service management and governance processes. Accenture has assumed the transfer of incidents between AWI and Accenture will be a cold transfer without a technical interface being required between ticketing systems.
49	If AWI elects to have Accenture's Maintenance staff to perform discretionary enhancement services, it will be performed at agreed upon rates as a Change Order. To optimize AWI's investment, Accenture would prefer to negotiate a starting level of resources to perform AWI prioritized discretionary enhancements.
50	Application Support by Tier 2/3 will be performed in English by Accenture.

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Number	Basis of Estimate / Points of Clarification
51	AWI will be responsible for adding virus protection to all hardware except for those identified in the response.
Pricing, Rates	
52	Payment terms are anticipated to be paid in accordance with the provisions of §215.422, Florida Statutes. AWI and Accenture will work during the early part of the project to define/approve the invoicing procedures and other financial requirements.
53	The pricing provided in this Cost Response reflects the uniqueness of the work contemplated in the ITN to implement *myBIS* and our Proposal. As such, it is not readily comparable to other projects that require a different skill mix under other contracts.
54	Accenture's fees/rates do not include applicable taxes. Each party will be responsible for its own sales taxes, income taxes, employment taxes, and property taxes. The State will reimburse Accenture for any deficiency relating to taxes that are the Client's responsibility under this Agreement. Each party will provide to the other party any resale exemption, multiple points of use certificates, treaty certification and other exemption information reasonably requested by the other party.
55	Our rates provided in Attachment S Part 4 - Rate Card are based on IT Consulting State Term Contract (STC) #973-561-010-1. The rates were adjusted to include an allowance for travel and miscellaneous expenses, per ITN instructions.
56	The detail list of hardware and software is provided in sections 5.3.8 and 5.3.9. This list was developed based on the information provided in the ITN. If any of the information was incorrect or changes, we would revise the list via a cost change order. The HW and SW list is an estimate of what we believe will be needed. This list will be confirmed once the project begins and a final list may be different based on AWI needs and available HW/SW.
57	Fixed fee pricing for the services included in our Proposal are based upon the scope of services described therein. The services, as described, will remain unchanged except as the parties may agree in writing.
General	
58	State and Accenture Project Managers will jointly manage the project and issue tracking and change control in particular.
59	Accenture assumes that the ITN and other information provided by or referenced by the Agency to the bidders are accurate and complete. If, after the Contract is signed, it is determined that the ITN or other information provided by State to the bidders is inaccurate or incomplete in any material manner, the parties will negotiate an adjustment in the project schedule and the fees and expenses, as applicable, per the Contract's change order process.
60	Accenture has successfully negotiated numerous contracts with the State under the ITN process and assumes that the contract for this project will be executed under the same or similar terms and conditions, as the parties may mutually agree.

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Number	Basis of Estimate / Points of Clarification
61	In order to maintain the *myBIS* project timelines, we wish to define the deliverable approval process and timeframes prior to project commencement. Except as specifically identified otherwise, all Services and Deliverables submitted to the Agency for approval shall be deemed accepted if, within ten (10) business days after delivery the Agency has not provided to Accenture written notice identifying specifically any basis for not approving the Services and Deliverables. The parties agree to develop mutually agreeable acceptance criteria and procedures that will apply to the Deliverables developed by Accenture hereunder. The only basis for acceptance of deliverables will be substantial conformance to such acceptance criteria, in accordance with the acceptance procedures. The only basis for rejection of Deliverables will be the failure of the deliverables substantially to conform to the acceptance criteria, in accordance with the acceptance procedures. Subsequent review of a corrected Deliverable shall be limited to those aspects of the Deliverable that were originally rejected and/or new functionality. Subsequent reviews shall be completed within two (2) business days of delivery to the Agency and limited to two iterations prior to escalation.
62	AWI will work with Accenture to define the project governance processes on deliverable acceptance. Accenture assumes that the AWI UC Project Manager will assign and dedicate the qualified staff to participate in requirements gathering, integration decisions, design, user acceptance testing, pilot, training, deployment and ongoing operations, and will be responsible for coordinating schedules for AWI calls, web casts and meetings.
63	The Agency will be responsible for its operation and use of Accenture's deliverables upon acceptance, subject to applicable warranties and indemnities, if any, and for determining whether the services and deliverables provided by Accenture under the Contract, including any revised business processes implemented pursuant to the Contract, meet the Agency's business requirements, comply with all federal, state and local laws, ordinances, codes, regulations and policies in effect on the date of submission of our proposal that the government has included in its specifications; and (comply with the Agency's applicable internal guidelines, long-term goals and any related contracts once disclosed to Accenture.
64	The Agency will obtain all consents necessary from its third parties (i.e., those not under contract with Accenture, Other State Agencies or Departments, Federal Entities) required for Accenture to perform its obligations under the Contract. The Agency will be responsible for the contractual relationship with such third parties and for facilitating their cooperation with Accenture. Accenture will not have any responsibility for the performance of other contractors or vendors engaged by the Agency (other than Accenture's subcontractors) or delays caused by them.
65	Each party will retain responsibility for its compliance with any laws, regulations, or other authorities, in effect on the date of submission of our proposal, including those areas on which it relies on the other party's performance under the Contract.
66	Use of the term "ensure" is defined to mean that both parties will use all reasonable efforts to accomplish their legal responsibilities under the terms of the Contract.
67	The Agency has provided requirements for the *myBIS* solution. It is assumed that these detailed requirements will be confirmed within the requirements verification phase of the project. Unexpected requirements discovery and/or the need to resolve conflicting requirements between different stakeholders could impact the project schedule and costs.
68	Any scheduling change resulting from circumstances outside Accenture's control may result in changes to the proposed plan, estimate and/or delivery schedule.

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Number	Basis of Estimate / Points of Clarification
69	A Steering Committee with Accenture participation will be established to oversee the implementation and on-going management of the solution. During implementation, the Committee will meet no less than every month. This group will have the authority to guide the overall direction of the implementation, garner required AWI resources and make contractual commitments on behalf of the Agency.
70	Accenture is not licensed or certified in any state as a legal advisor, and is not authorized to engage in the practice of law or in the provision of legal services, legal guidance, or legal advice. Therefore, Accenture cannot provide legal interpretation of, or legal recommendations regarding, any laws or regulations that may be applicable to the services provided by Accenture.
71	AWI legal counsel will provide timely guidance and feedback to Accenture regarding requirements related to the project and project deliverables dictated by applicable state and federal laws, rules and regulations, as well as approval of any resulting business and technical solution(s) compliance with the identified laws, rules and regulations.
72	Accenture shall not be obligated to conduct an evaluation of or develop criteria regarding whether an end-user of AWI's services is eligible under applicable law or policy to receive such services.
73	Accenture will not have any responsibility for the performance of AWI employees, other Florida agencies engaged by AWI, or delays to the project schedule attribituable to the them.
74	There are no third party beneficiaries to the Agreement.
75	Each party will act in good faith in the performance of the final agreement and will reasonably cooperate with the other party. In the event of a dispute, the parties will exercise commercially reasonable efforts to resolve such problems informally through escalation of the issues through appropriate governance channels. During a dispute, the parties will continue to perform their respective obligations and take appropriate steps to mitigate any costs or damages.

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