Attachment P – Response to Contract Special Conditions Form 8.15

Deloitte Consulting LLP (Deloitte) has read the Invitation to Negotiate (ITN), and accepts in principle the contract terms and conditions as set forth in the ITN as draft provisions of a contract, the final terms of which will be negotiated by the State of Florida and Deloitte, if we are chosen as the successful contractor. We recognize that, as with all complex engagements, there may be additional clarifications to the requirements and terms in the ITN that the parties may wish to negotiate prior to initiation of the project, based on the requirements of the engagement as finally awarded. Deloitte and the State of Florida have existing complex, multi-year contracts in place. Deloitte respectfully requests that existing contract terms be used as the basis for negotiating the terms as identified below. Using this approach, Deloitte is confident that the parties can reach prompt agreement on the terms.

As requested in the RFP, Deloitte Consulting has included pricing for computer hardware licenses, software licenses, and associated maintenance in its proposal to provide a more complete cost picture to the State. Deloitte Consulting Product Services LLC, a subsidiary of Deloitte Consulting, can provide hardware and application software licenses, to the extent indicated in our proposal, as a reseller with the exception of Microsoft, Genesys Telecommunications Laboratories ("Genesys") and UC4 Software Gmbh ("UC4") products as indicated below. The actual software licenses, warranty agreements and maintenance agreements will be executed between the State and the applicable vendor. This is standard practice and provides the State with a direct relationship with the vendor for more effective long term support. Alternatively, the State may acquire the required hardware and application software licenses separately. Deloitte Consulting looks forward to discussing the most effective procurement approach with the State.

Microsoft, Genesys and UC4 Products

Some of the software components of our proposed uFACTS Solution Framework include Microsoft, Genesys and UC4 products. The proposed technical architecture includes multiple Microsoft products in conformance to the State's technology standards. The Genesys Voice Platform product is included as the IVR component as this technology has been successfully implemented, or is in the process of being implemented (e.g., States of Michigan and California) in connection with solutions similar to that desired by the State. UC4's automated scheduling software is generally recognized as leader for this type of solution. The ITN indicates (Sections B.16 and 8.13) that the Agency reserves the right to directly acquire hardware and software that will be required for the UI Benefits solution. However, these sections also indicate that the State may authorize the

Contractor to purchase such products. Both of these references suggest that the selected Contractor may be asked to acquire and provide (i.e. "resell") to the State the hardware and software required for the UI Benefits solution.

The Security and Exchange Commission (SEC) and other public accounting regulatory and oversight groups require an auditor to remain independent of its audit clients. There are several financial and business activities affected by independence requirements. In particular, Rule 2-01 of SEC Regulation S-X (Rule 2-01) and the SEC's Codification of Financial Reporting Policies (Codification) describe restrictions that an auditor must observe with respect to clients in order to maintain independence.

The SEC has viewed an auditor reselling a client's products (such as hardware or software) as creating the appearance of a mutuality of interest that impairs independence. Such an activity could be construed as the auditor acting as an agent of the client and profiting from sales of the client's products. Other activities that could impair independence are for an auditor to assume responsibility for maintaining and supporting a client's products.

Microsoft is an attest client of Deloitte & Touche LLP, ("D&T") a Deloitte Consulting affiliate. Alcatel-Lucent, the parent of Genesys, is also an attest client of D&T. UC4 is a wholly owned investee of the Carlyle Group, another D&T attest client. Hence, Deloitte Consulting providing hardware and software to the Agency that includes products from Microsoft, Genesys and UC4 or in having any responsibility for maintaining and support these products could cause a potential independence issue.

We suggest that the State acquire any necessary Microsoft, Genesys and UC4 products directly under its own purchasing agreements or through alternative procurement channels and that any maintenance and support services for these products likewise be procured directly.

ATTACHMENT P – RESPONSE TO SPECIAL CONDITIONS

This form allows Contactors to propose modifications to the Special Conditions language provided in the Agency's contract, Section D, Exhibit 3 of this ITN. All proposed modifications are subject to negotiations and do not imply agreement by the Agency. If no modification is proposed, enter "Accepted" in the table for each Special Condition. This form may be expanded as need to facilitate response to this requirement.

Deloitte understands that the Agency has supplemented or adjusted certain of the PUR 1000 General Conditions in the Exhibit 1 Scope document and in Exhibit 3, Special Conditions. In Exhibit 3, the Agency supplemented or adjusted certain of the PUR 1000 General Conditions via its Special Conditions and added other additional Special Conditions. Per ITN Section C, subsection 4, Section B, subsection B.15, and Attachment P, the Agency has permitted the Contractors to propose modifications to the Special Conditions. Consistent with the ITN's instructions, Deloitte identifies below the Special Conditions it seeks to modify, including the request to supplement the Special Conditions.

Please note that all references to the "CM300" language below shall mean the Florida Department of Revenue CAMS Phase II Contract, CM300, executed in 2008 that remains in effect. A copy of the CM300 contract is attached for reference purposes. Deloitte agrees to accept the terms and clauses from CM300 for purposes of addressing any unresolved differences between the General and Special Conditions of the CM300 Contract and the General and Special Conditions of this ITN.. Deloitte also agrees to negotiate in good faith any changes in the CM300 terms as may be necessary to conform those terms to this engagement.

For purposes of evaluation of Attachment P under Section B.12, subsection 1, the attached CM300 language provides contract language that Deloitte Consulting and the State of Florida have previously agreed to and which will permit a basis to expedite the negotiation of the Contract with AWI for the UCCBIS project. As indicated above, Deloitte agrees in principle to many of the ITN's proposed terms and the attached language we have provided will permit timely adjustments and clarifications necessary to achieve a contract for the UCCBIS project. In the event Deloitte Consulting is selected for negotiations, Deloitte is fully prepared to meet with the Agency to address all issues promptly.

Special Condition Section	Proposed Modification to Special Condition Language or "Accepted"
1.0 General Condition 4 (PUR 1000)	Accepted
2.0 General Condition 15 (PUR 1000)	Deloitte agrees to accept the CM300 language for this issue. The vendor ombudsman supplement is accepted.
3.0 General Condition 17 (PUR 1000)	Deloitte agrees to accept the CM300 language for this issue. Deloitte will also seek to clarify the Change Control Process in Exhibit 1, Section 5.1 and reconcile with CM300. Among other things, Deloitte will want to confirm that the change in 5.1 makes all change orders subject to mutual agreement and that with respect to the termination right under General Condition 17, Deloitte seeks to clarify that any such termination would be a termination for convenience and that Deloitte would be paid for work in progress thru the date of termination."
4.0 General Condition 18 (PUR 1000)	Deloitte agrees to accept the CM300 language for this issue
5.0 General Condition 23 (PUR 1000)	Deloitte agrees to accept the CM300 language for this issue
6.0 General Condition 28 (PUR 1000)	Deloitte agrees to accept the CM300 language for this issue

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Special Condition Section	Proposed Modification to Special Condition Language or "Accepted"
7.0 General Condition 29 (PUR 1000)	Deloitte agrees to accept the CM300 language for this issue
8.0 General Condition 32 (PUR 1000)	Deloitte agrees to accept the CM300 language for this issue
9.0 General Condition 33 (PUR 1000)	Deloitte agrees to accept the CM300 language for this issue
10.0 General Condition 34 (PUR 1000)	Deloitte agrees to accept the CM300 language for this issue
11.0 General Condition 35 (PUR 1000)	Deloitte agrees to accept the CM300 language for this issue
12.0 General Condition 37 (PUR 1000)	Deloitte agrees to accept the CM300 language for this issue
13.0 General Condition 45 (PUR 1000)	Deloitte agrees to accept the CM300 language for this issue
14.0 Ownership and Intellectual Property Rights	Deloitte agrees to accept the CM300 language for this issue
15.0 Performance Bond	Deloitte agrees to a 20% performance bond and agrees to accept the CM300 language for this issue
16.0 Change of Ownership	Deloitte agrees to accept the CM300 language for this issue
17.0 Minority Business Enterprise Reports	Deloitte agrees to accept the CM300 language for this issue
18.0 Return of Funds	Deloitte agrees to accept the CM300 language for this issue
19.0 Compliance with Laws	Deloitte agrees to accept the CM300 language for this issue
20.0 Information Resource Acquisition	Deloitte agrees to accept the CM300 language for this issue
21.0 Liquidated Damages	Deloitte agrees to accept the CM300 language for this issue and understands any applicable SLA's and liquidated damages shall be negotiated
22.0 Special Conditions for Contracts Using American Recovery and Reinvestment Act of 2009 Funds	Deloitte accepts the portions of this provision that are required by federal law but seeks to clarify and negotiate the state's additional provisions and modifications
23.0 State Policy Objectives	Deloitte agrees to accept the CM300 language for this issue

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Special Condition Section	Proposed Modification to Special Condition Language or "Accepted"
Deloitte requests that to the extent any of the contract provisions in the CM300 Contract, including the provisions of Attachment A thereto, are materially different from the ITN's Special Conditions or General Conditions (either in the actual language included or omitted), that the ITN terms be addressed in the Special Conditions in a materially similar manner as in CM300. To the extent some of the items in CM300, Attachment A are located in Exhibit 1, then those changes may be made there or in the Special Conditions.	Deloitte agrees to accept the CM300 language for this issue, including the provisions in CM300, Appendix P-A

***Authorized Signature (Manual)**

David Minkkinen, Principal
***Authorized Signature (Typed), Title**

***This individual must have the authority to bind the Respondent.**

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