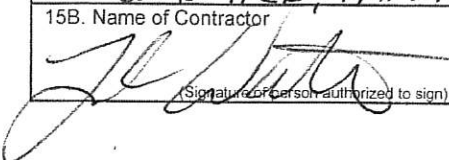
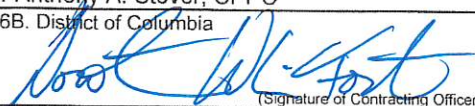


AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT		1. Contract Number CFOPD-19-C-001	Page of Pages 1 1 (with attachment)	
2. Amendment/Modification Number Modification No. 1	3. Effective Date See 16 C below	4. Requisition/Purchase Request No. RK 122610-V2	5. Solicitation Caption Enterprise Financial System (EFS)	
6. Issued by: Office of the Chief Financial Officer Office of Contracts 1100 4 th Street, S.W. Suite E620 Washington, D.C. 20024		7. Administered by (If other than line 6)		
8. Name and Address of Contractor (No. street, city, county, state and zip code) Deloitte Consulting LLP 1919 North Lynn Street Arlington, VA 22209-1742 Attn: Tab Warlitner Email: twarlitner@deloitte.com		9A. Amendment of Solicitation No.		
Code		Facility		
		9B. Dated (See Item 11)		
		X 10A. Modification of Contract/Order No. CFOPD-19-C-001		
		10B. Dated (See Item 13) June 3, 2019		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting and Appropriation Data (If Required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14				
A. This change order is issued pursuant to (Specify Authority):				
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to 27 DCMR Section 3601.3.				
C. This supplemental agreement is entered into pursuant to authority of:				
X D. Other (Specify type of modification and authority): Section I.8 and 27 DCMR 3601.2				
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return one copy to the issuing office.				
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)				
1. The purpose of Modification No. 1 is to add the Sprint Plan and Test Strategy services to the Blueprint Phase in the Base Year. Sections B.4, C.3.4 and H.17.1 of the contract are deleted in their entirety and replaced with revised language as set forth in Attachment A.				
2. The total amount for the Base Year is increased by \$750,000 from \$3,750,000 to \$4,500,000.				
3. All other terms and conditions shall remain the same.				
Except as provided herein, all terms and conditions of the document is referenced in Item 9A or 10A remain unchanged and in full force and effect.				
15A. Name and Title of Signer (Type or print) TAB WARLITNER, PRINCIPAL		16A. Name of Contracting Officer Dorothy Whisler Fortune, Esq., CPPO, Drakus Wiggins, CPPB, CPPO or Anthony A. Stover, CPPO		
15B. Name of Contractor	15C. Date Signed 12/20/19	16B. District of Columbia	16C. Date Signed 12/20/19	
 (Signature of Person authorized to sign)		 (Signature of Contracting Officer)		

ATTACHMENT A
(Modification 1)

1. **DELETE Section B.4 (Pricing Summary) in its entirety and REPLACE with the following:**

B.4 PRICING SUMMARY

B.4.1 Firm Fixed Price Component: Blueprint Services

CLIN NO.	Item Description	Total Price
01	Blueprint Phase: Work Plan (Section C.3.4.3(1))	\$187,500
02	Blueprint Phase: Fit/Gap Analysis (Section C.3.4.3(2))	\$375,000
03	Blueprint Phase: User Story Catalog (Section C.3.4.3(3))	\$562,500
04	Blueprint Phase: Oracle Cloud Product Analysis and Recommendations (Section C.3.4.3(4))	\$187,500
05	Blueprint Phase: Integrations and Conversions Strategy (Section C.3.4.3(5))	\$375,000
06	Blueprint Phase: Desired End State Business Processes (Section C.3.4.3(6))	\$375,000
07	Blueprint Phase: Extension Strategy (Section C.3.4.3(7))	\$187,500
08	Blueprint Phase: Reporting Strategy (Section C.3.4.3(8))	\$187,500
09	Blueprint Phase: Configuration Plan (Section C.3.4.3(9))	\$375,000
10	Blueprint Phase: Implementation Strategy and Plan (Section C.3.4.3(10))	\$750,000
11	Blueprint Phase: Governance and Resource Plan (Section C.3.4.3(11))	\$187,500
12	Blueprint Phase: Sprint Plan (Section C.3.4.3(12))	\$487,500
13	Blueprint Phase: Test Strategy (Section C.3.4.3(13))	\$262,500
Total Firm Fixed Price - (CLINs 01-13)		\$4,500,000

ATTACHMENT A
(Modification 1)B.4.2 Price Summary

Description	Base	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Option Year 5	Option Year 6	Total
Blueprint Phase – Fixed Price	\$4,500,000							\$4,500,000
Implementation Phase (Attachment J.17)		\$13,700,396	\$9,325,363	\$6,796,081	\$5,477,003	\$642,170	\$0	\$35,941,013
Operations (Post Implementation Support and Warranty) – Fixed Price		\$57,967	\$2,051,550	\$2,092,590	\$2,288,939	\$2,005,511	\$0	\$8,496,557
Contract Year Total	\$4,500,000	\$13,758,363	\$11,376,913	\$8,888,671	\$7,765,942	\$2,647,681	\$0	
Grand Not to Exceed Total								\$48,937,570

2. **DELETE Section C.3.4 (Services Scope – Blueprint Phase) in its entirety and REPLACE with the following:**

C.3.4 Services Scope – Blueprint Phase

C.3.4.1 During the Blueprint Phase, the Contractor shall collect all the information needed to prepare accurate and complete implementation plans, and to make recommendations and confirm foundational assumptions for the Implementation Phase of the EFS project. The post-implementation support periods shall also be factored as part of the implementation. The scope of the implementation effort will be confirmed during the Blueprint phase by the Contractor and the COTR.

C.3.4.2 During the Blueprint Phase, the Contractor shall perform services in the following areas at a minimum:

- a. Ensure key personnel (see Section H.17) are on-site within 20 business days of contract award;
- b. Provide the District with a detailed Blueprint work plan within ten business days of contract award;
- c. Convert the current Oracle EBS perpetual licenses to Oracle Cloud licenses and implement the solution; review Oracle licensing to ensure proper licenses exist for the District to move forward with implementation;
- d. Confirm and document specific Oracle Cloud applications, products, and number of licenses required (including but not limited to Oracle ERP, Oracle EPM, Oracle HCM, Oracle Middleware, Data Analytics, Security) and any tools or utilities needed to develop conversions, interfaces, reports and application extensions;
- e. Provide analysis and recommendations regarding the maturity, stability, and roadmap of the most current publicly available release of Oracle Cloud;

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- f. Provide analysis and support for recommendations regarding the preferred version of Oracle EPM Solution (Hyperion) to be implemented at the District (e.g., EPM Cloud, Planning, Budgeting and Forecasting, EPM Platform, Financial Close and Reporting);
- g. Meet with District stakeholder representatives from each of the central OCFO offices, cluster agencies and the Mayor's Office of Budget and Performance Management (OBPM) to confirm the scope of business functions and document user stories within finance and budgeting that will be supported by the new EFS including develop budget and execute, procure to pay, order to cash, acquire to retire, manage grants, manage projects, allocate costs, budget to report, monthly close, annual close, period, fiscal, and annual reports.
- h. Produce a Functional document that includes the Desired End State user stories including financial management, budget development, and revenue forecasting functional user stories;
- i. Analyze and recommend how budget execution tasks (including but not limited to budget re-programming, grant budget modifications, and supplemental/ rescission budgets) should be performed in the new system, including whether these tasks will originate in Planning and Budgeting or in Financial Management;
- j. Establish defined baseline for requirements change control to be used during design and validate against the User Story Catalog;
- k. Provide the District with a comprehensive Fit/Gap Analysis for the full scope of implementing the financial and budgeting solutions; review already existing documentation from the previous implementation attempt; determine and analyze the gaps between the District user stories and technical requirements and the Oracle Cloud solution; identify functional gaps (software missing needed functionality) and business process gaps (functionality exists in software but does not match District process).
- l. Propose alternatives (multiple, where possible) to address identified gaps from Fit/Gap Analysis and recommend solutions;
- m. Confirm As-Is business processes and document Desired End State business processes;
- n. Analyze and document integration requirements needed and produce the Integrations Plan, including other OCFO systems such as GenTax; various sub-ledger systems; Ariba (which may be on-premise or in the Cloud) and PeopleSoft (both Ariba and PeopleSoft HR/Payroll are third-party systems supported by the Mayor's Office of the Chief Technology Officer (OCTO)); and other District government systems and external data providers of the District;
- o. Define a reporting strategy, with a catalog of current critical District reports and a crosswalk to Oracle reports that can fulfill similar reporting needs, including the Oracle product/module where the new report will be produced;
- p. Define and document financial management and budget reporting capabilities required to meet the District agencies' needs such as the Budget Book, Comprehensive Annual Report (CAFR) and Popular Annual Financial Report (PAFR); identify the scope of reports to be developed versus the canned reports that are included with the Oracle Cloud product suite;
- q. Identify and document how the District will produce the Budget Book, CAFR, and

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- PAFR during the transition period when some agencies will be on the new financial and budgeting platform while other agencies will be on the legacy platform;
- r. Document how the District will ensure no loss of financial transactional data or budgeting data with auditable accuracy and fidelity during the multiple deployments of periodic implementation go-lives;
 - s. Define the implementation strategy for the delivery of specific Oracle ERP and EPM Cloud software modules;
 - t. Provide an implementation project work plan to include implementation strategy by waves, operational support strategy by wave, Level 4 detail project task plan, resources loaded and leveled, anticipated deliverable milestones, timelines for review and approval of all documents including deliverables, decision documents, and work products;
 - u. Define instances and environments to be managed through implementation and production cutover, the migration path to keep multiple instances current, and the overall strategy and responsibilities for maintaining multiple environments;
 - v. Propose a configuration plan that includes recommendations for the organization structure, including number of ledgers and operating units, and financial structure including the chart of accounts;
 - w. Develop interface, conversion and extension strategy; itemize and estimate the development work to be included as part of the implementation;
 - x. Integrate the Contractor's resource plan with the District's proposed Governance and Resource plan; illustrate the proposed integrated team reporting structure;
 - y. Define and document change request process to be used during implementation; and,
 - z. Detail any implementation technical work that will be performed at Contractor's off-site locations within the U.S. All implementation leads/managers, and all functional/process area and quality assurance team members will be on-site. The number of offsite technical resources cannot exceed 40% of the total number of resources.

C.3.4.3 The minimum set of deliverables to be produced during the Blueprint Phase shall include:

1. **Blueprint Phase Workplan.** This workplan documents the tasks, hours, staffing, milestones, dependencies, and the timeline for the overall phase.
2. **Fit/Gap Analysis.** The Fit/Gap Analysis lists the user stories, business processes and configuration issues that must be addressed for the implementation to be successful. Each gap will include a proposed plan to resolution.
3. **User Story Catalog.** This document includes the Desired End State user stories including financial management, budget development, and revenue forecasting user stories. This matrix provides a tool for management and analysis of the user stories including reconciliation and traceability through the implementation of the project.
4. **Oracle Cloud Product Analysis and Recommendations.** This report shall document the recommendations regarding products, modules, tools, utilities, and license counts for software that will be required for the project. It includes the recommendations regarding the maturity, stability, and roadmap of the most current publicly available release of all software. The report shall also provide the data used

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to support the recommendations.

5. **Integrations and Conversions Strategy.** This document shall outline the approach for delivering permanent and temporary interfaces / integrations and one-time, repeatable conversions during the implementation. The document shall include integration design guiding principles, proposed integration project timeline, integration methodology, integration roles and responsibilities, and a preliminary list of District interfaces and integrations. The conversion plan section includes a list of data conversions relevant to the scope of the project, timeline and methodology. It also outlines the data transformations needed to convert legacy data from the source system into the new format.
6. **Desired End State Business Processes.** This report includes both graphic and narrative representations of the major “future state” business processes. Graphical illustrations should be two-level swim lane diagrams that include process steps, named roles/ organization units, approval steps, and routing/flow.
7. **Extensions Strategy.** This document shall define the general approach for developing extensions if needed, including guiding criteria for extension approval and extension development methodology, processes and tools.
8. **Reporting Strategy.** The deliverable shall identify the major legacy reports that will be impacted by the project. The report shall identify the new standard reports that will be in scope, the source of these reports (which product/module) and the custom reports to be developed to support business operations. For custom reports, an estimate of the complexity level of the reports shall be included.
9. **Configuration Plan.** The Contractor shall document the process to lead the District through configuration of all application software in accordance with future state business process design. The plan shall document how the Configuration plan ensures data integrity, application security and data privacy as required.
10. **Implementation Strategy and Plan.** Building on the implementation approach presented in its proposal, this implementation strategy includes the updated implementation approach, the deployment across multiple waves, and how the District will operate in dual environments for the duration of the implementation until all organizational units are converted to the new system. The implementation plan shall be developed in Microsoft Project or SmartSheet and include activities, tasks, dependencies, resources, deliverables, milestones, and Gantt timeline. The implementation plan shall be based on the Contractor’s methodology and approach for transitioning organizations to the Oracle Cloud. This deliverable shall describe the process for overall project management standards, deliverable management, project controls, status reporting, time reporting, issue and risk management plans. The implementation plan shall be used to document the proposed implementation pricing schedule including hours by resource and associated cost.
11. **Governance and Resource Plan.** This report shall document the District’s governance policies and applicable governance bodies for the project, inclusive of Executive, Steering, Advisory and other committees or councils. A project governance and organization chart, including proposed project team members (including District, Contractor and other vendors) should be included. The report shall also include any recommendations from the Contractor regarding project governance.

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12. **Sprint Plan.** The Sprint Plan includes the allocation of user stories to each Budget Formulation and Wave 1 sprint based on the sprint goals, product backlog, priority, planned team capacity, and planned velocity. Selected user stories are broken into tasks and the development team estimates effort to complete tasks (in hours). The Sprint Plan will be developed in a sprint planning tool (e.g., Octane) and output from that tool will be provided to fulfill this requirement. The plans for Wave 2 and 3 will also be drafted but are subject to change based upon velocity encountered during Wave 1. Additionally, two mock sprints will be conducted along with Agile Coaching for the DIFS Core Team
 13. **Test Strategy.** The Test Strategy outlines key elements of the testing methodology that EFS will use as the guiding principles and common framework for testing. It will also provide the overall direction for the main activities associated with the testing process and a framework with established checkpoints on work at the completion of each test type. The Test Strategy describes the testing portion of the software development cycle. It is created to inform project managers, testers, and developers about the testing process. The process includes the testing objective, methods of testing new functions, total time and the types of resources required for the project, and policies and processes for conducting various testing activities. This document is not intended to be a detailed test plan.
 14. **Status Report (Weekly).** Weekly Status reports shall minimally include the status of each project task/activity, risk and issues, decisions requested, and action items.
- C.3.4.4 All work products, reports and deliverables (including all elements of the implementation plan, work plan and statement of work) produced by the Contractor during the Blueprint Phase shall be the property of the District. As such, the Contractor shall refrain from including any proprietary or copyrighted materials as part of any Blueprint or Implementation Services work product.
- C.3.4.5 The Contractor shall provide all Blueprint consulting resources work on-site and be available to District team members. The District project office will be based in Washington, DC, the primary location for on-site work. The Contractor shall ensure resources are on site as needed by the District, currently expected to be Monday morning through Thursday close of business (core work hours are 9 am to 5 pm). The District reserves the right to alter the on-site work schedule with one week notice to the Contractor.
3. **DELETE Section H.17.1 in its entirety and REPLACE with the following:**
- H.17.1 During the Blueprint Phase, the following Contractor roles shall be considered Key Personnel:
1. Project Manager – Amy Tener
 2. OCM Project Manager – Holli Rice
 3. Financial Process Area Manager/ Team Lead – Rohan Patel
 4. Technical Manager/ Team Lead – Jason Frankel, Jan Smith

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5. Budget Process Area Manager/ Team Lead – Anshuman Ghose
6. Process Area Leads (for example Procure to Pay (P2P), Order to Cash (O2C) etc.)
– Keenan Dickard, Jake Loughridge, Sushant Deshpande, Rajeev Bhatia
7. Functional and Technical Architects (if identified by Offerors) – Vinod Viragi,
Fayaz Syed

[End of Attachment A]