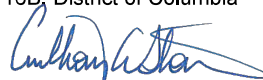


<b>AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT</b>		1. Contract Number CFOPD-20-C-011	Page of Pages 1   4		
2. Amendment/Modification Number <b>Modification No. 9</b>	3. Effective Date <b>See 16 C below</b>	4. Requisition/Purchase Request No.	5. Solicitation Caption <b>IV&amp;V Services (DIFS and TMS)</b>		
6. Issued by: Office of the Chief Financial Officer Office of Contracts 1100 4 <sup>th</sup> Street, S.W. Suite E620 Washington, D.C. 20024		Code	7. Administered by (If other than line 6)		
8. Name and Address of Contractor (No. street, city, county, state and zip code) <b>Gartner, Inc.</b> 56 Top Gallant Road Stamford, CT 06902 Attn: Meg Collins, Senior Managing Partner Email: <a href="mailto:meg.collins@gartner.com">meg.collins@gartner.com</a>		9A. Amendment of Solicitation No.			
		9B. Dated (See Item 11)			
		X	10A. Modification of Contract/Order No. CFOPD-20-C-011		
			10B. Dated (See Item 13)	December 2, 2019	
Code	Facility				
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<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)					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14</b>					
	A. This change order is issued pursuant to (Specify Authority): 27 DCMR 2008				
	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				
<b>E. IMPORTANT:</b> 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.)					
<p>The purpose of Modification No. 9 is to update the scope for the Fit Gap services required for the upcoming Option Year Four as set forth beginning on page 2. This modification is at no cost.</p> <p>All other terms and conditions shall remain unchanged.</p>					
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) Gregory Parrington, Dir. Government Contracts		16A. Name of Contracting Officer Dorothy Whisler Fortune, Esq., CPPO, Drakus Wiggins, CPPB, CPPO or Anthony A. Stover, CPPO			
15B. Name of Contractor Gartner, Inc. Digitally signed by Gregory Parrington Date: 2023.11.09 16:39:17 -05'00' (Signature of person authorized to sign)	15C. Date Signed 11/09/2023	16B. District of Columbia  (Signature of Contracting Officer)	16C. Date Signed Nov 14, 2023		

**I. Modification No. 9 makes the following changes to the contract:**

- A. The table in Section B.5.2, Pricing Summary and the Section C.4.2 provision are updated for the Option Year Four requirement.
- B. A new provision (C.4.22.11) is being added to Section C.4.22, *FGARS Phase*.

**II. The changes to the contract provisions are as follows:**

**DELETE** Section B.5.2 in its entirety and **REPLACE** with the following:

**B.5.2 Pricing Summary**

Contract Line Item (CLIN)	Description	Base	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Option Year 5	Option Year 6	Total
001	DIFS IV&V Services	\$1,921,338	\$2,897,838	\$2,500,000	\$1,722,809	<b>\$1,722,809</b>	\$0	\$0	\$10,764,794.00
002	TMS IV&V Services	\$853,713	\$426,856.50	\$0					\$1,280,569.50
003	ARIBA Cloud IV&V Services	\$567,090	\$0	\$0					\$567,090.00
<b>Total</b>									<b>\$12,612,453.50</b>

The CLIN 001 services (DIFS) shall begin upon award of the contract. When required, the District will purchase CLINs 002 (TMS) and 003 (ARIBA Cloud) via modification to the contract. The price proposed for CLINs 002 and 003 will be prorated in accordance with the terms of the contract at the time of modification issuance.

**2. DELETE** Section C.4.2 in its entirety and **REPLACE** with the following:

**C.4.2** The DIFS implementation blueprinting phase was completed in May 2020 and the Pre-Construction Phase was completed in June 2021. DIFS implementation is scheduled for a Phase 1 go-live date of October 2022, and a Phase 2 go-live date of October 2023. In IV&V Option Year 3, DIFS Phase 2 will focus primarily on Budget Formulation (BF) and is expected to include (in Option Year 3) three Sprints, system integration and user acceptance testing of BF features, configuration, deployment, transition, knowledge transfer, and related organizational change management activities. The Budget Formulation implementation, originally planned to be completed during Fiscal Year 2023, was put on hold and no further IV&V work is required through the end of the OY3 period of performance on the EPM Budget Formulation configuration effort. For the remaining term of the Option Year 3 (July 1, 2023, through December 1, 2023) and Option Year 4 (December 2, 2023, through December 1, 2024), the

Contractor shall serve as an independent entity that will evaluate the performance and work products generated by the Fit Gap and Remediation Services (FGARS) Contractor (the FGARS Contractor). The Contractor shall focus solely on FGARS and will not have any oversight of the DIFS Budget Formulation tasks and the District's Interim Budget Application project, nor will the Contractor be directly involved in DIFS production stabilization tasks. The scope of the Contractor for the FGARS phase is limited only to that as specifically defined in Section C.4.22. The contract Sections C.4.11 and C.4.12 are not relevant to the scope of work supporting FGARS IV&V during Option Year Four, which is detailed in Section C.4.22.

2. **ADD** Section C.4.22 as follows:

**C.4.22**     **FGARS PHASE**

C.4.22.1     The Contractor shall perform an objective assessment of the quality, appropriateness, completeness, and effectiveness of the FGARS Contractor's work products and deliverables. The Contractor's understanding of FGARS work products to be completed during this period of performance are as follows:

1. Detailed Project Plan
2. Weekly Status Briefings and Reports
3. System Change Assessment to meet business requirements
4. Assessment of the Expense Module and Supplier Portal configurations
5. System configurations and Master Data Management
6. Gap Analysis in the end-to-end business processes
7. Assessment of the Approval Workflows
8. Change Impact Analysis (CIA) Assessment
9. Updated Communication Plan
10. Updated Training Plan
11. Long-Term Training Development and Delivery Plan for DIFS
12. Assessment of security controls

C.4.22.2     The Contractor shall review proposed FGARS task orders or other contractual documents and provide feedback and recommendations when requested to do so by the District.

C.4.22.3     The Contractor shall attend and monitor meetings and presentations regarding project status, planning, risk and issue management, system design/configuration, and work product / deliverable walk-throughs.

C.4.22.4     The Contractor shall conduct interviews with the District and FGARS Contractor to assess progress, quality, appropriateness, completeness, and effectiveness of the FGARS Contractor's work products and deliverables.

C.4.22.5     The Contractor shall provide independent weekly written reports providing status of Gartner's activities for the week. The Contractor shall distribute this weekly report to the COTR.

C.4.22.6     The Contractor shall provide independent monthly written reports assessing the District and FGARS Contractor's progress towards attainment of project objectives. The reports shall

include observations and summary status updates on the progress, quality, appropriateness, completeness, and effectiveness of the FGARS Contractor's work products and deliverables. This monthly report shall be distributed to the COTR, the Chief Financial Officer and the Deputy Chief Financial Officer/Chief of Staff and the Contractor shall facilitate a discussion with those stakeholders regarding their report.

- C.4.22.7 The Contractor Project Manager shall report to the COTR and notify the COTR of any contractual, billing, or staffing issues regarding the contract. The Contractor shall report any issues or conflicts that occur with the FGARS Contractor and/or District staff to the COTR and/or the Contracting Officer for resolution. The COTR and the Contracting Officer will make any final determination on any conflicts between the Contractor, the FGARS Contractor, and/or District staff.
- C.4.22.8 Prior to FGARS task order issuance, the Contractor shall gather and consolidate current DIFS support center information, such as current pain points and issues, in preparation for the task order issuance. Upon task order issuance, the Contractor shall meet with the FGARS Contractor to convey the information, so as to facilitate their understanding of the current DIFS status.
- C.4.22.9 The District will provide the Contractor with timely access to the FGARS Contractor and the District teams' interim and final reports, outputs, and deliverables.
- C.4.22.10 The Contractor will be invited to FGARS Contractor and District meetings regarding work related to the FGARS phase. The District reserves the right to meet independently with either the FGARS Contractor or the IV&V Contractor as circumstances dictate.
- C.4.22.11 As future FGARS task orders are executed between the FGARS Contractor and the District, the Contractor reserves the right after review of the task order requirements to request a contract modification from the District to reflect any applicable mutual changes to the contract as necessary.

*[End of Modification No. 9]*