| AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT | 1. Contract Number | Page of Pages | |
|---|---|---|---|
| | CFOPD-19-C-001 | 1 | 8 |

| 2. Amendment/Modification Number | 3. Effective Date | 4. Requisition/Purchase Request No. | 5. Contract Caption |
|---|---|---|---|
| Modification No. 6 | See 16 C below | | District Integrated Financial System (DIFS) |

| 6. Issued by: Code | 7. Administered by (If other than line 6) |
|---|---|
| Office of the Chief Financial Officer<br>Office of Contracts<br>1100 4th Street, S.W. Suite E620<br>Washington, D.C. 20024 | |

| 8. Name and Address of Contractor (No. street, city, county, state and zip code) | | 9A. Amendment of Solicitation No. |
|---|---|---|
| Deloitte Consulting LLP<br>1919 North Lynn Street<br>Arlington, VA 22209-1742<br>Attn: Amy E. Tener<br>Email: amytener@deloitte.com | | 9B. Dated (See Item 11) |
| | X | 10A. Modification of Contract/Order No.<br>CFOPD-19-C-001 |
| Code                          Facility | | 10B. Dated (See Item 13)   June 3, 2019 |

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ 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 ☐ is not ☒ 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.)

A. The purpose of Modification No. 6 is to incorporate changes to the contract, including the Pre-Construction and Ramp-up requirement, as set forth beginning on page 2.

B. The cost for the additional services increases the total Option Year One amount from $9,360,000.00 by **$992,526.00** to $10,352,526.00.

C. The total contract value is hereby increased from $13,860,000 by **$992,526** to $14,852,526.

### 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)<br>Amy E Tener, Managing Director | 16A. Name of Contracting Officer<br>Dorothy Whisler Fortune, Esq., CPPO, Drakus Wiggins, CPPB, CPPO or Anthony A. Stover, CPPO | |
|---|---|---|
| 15B. Name of Contractor<br>*(Signature of person authorized to sign)* | 15C. Date Signed<br>3/5/2021 | 16B. District of Columbia<br>*(Signature of Contracting Officer)* | 16C. Date Signed<br>March 18, 2021 |
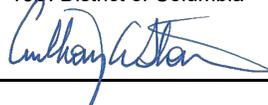
1. **DELETE** Sections B.4.2 and B.4.3 in their entirety and **REPLACE** with the following:

   B.4.2    Firm Fixed Price: Pre-Construction/Ramp-up Phase (Option Year 1)

   The Pre-Construction/Ramp-up Phase of the DIFS project is based on a Firm Fixed Price structure by Deliverable as outlined below:

| CLIN NO. | Item Description | Total Price |
|---|---|---|
| 101 | Initial SI Implementation Work Plan (and Program Management) | $828,513 |
| 102 | Sprint Closeout – Cycle 1, Sprints 1-3 | $ 2,124,624 |
| 103 | Updated Cycle 1 Sprint Plan | $ 296,863 |
| 104 | Configuration Workbook – EPM for Budget Formulation | $494,424 |
| 105 | Configuration Workbook – ERP for GL and PPM and P2P | $ 500,357 |
| 106 | Alternatives Analysis, Program Management and Governance | $697,646 |
| 107 | Reports, Integrations, Conversions and Extensions (RICE) Tracker | $ 206,010 |
| 108 | Design, Build and Test of Integration and Conversion Objects | $1,101,118 |
| 109 | Integrated Master Schedule (IMS) | $554,592 |
| 110 | Chart of Account (COA) Values | $206,010 |
| 111 | Oracle Roadmap Analysis | $196,221 |
| 112 | Updated Implementation Strategy and Plan | $653,346 |
| 113 | **Reserved** | -0- |
| 114 | Configuration Management Plan | $145,188 |
| 115 | User Story Catalog Updates | $145,188 |
| 116 | Updated Sprint Plan including close-out of Refresh Sprints and Budget Formulation Ramp Up | $1,209,900 |
| 117 | Sprint Closeout – Core Team Sprints, Sprints 1-2 | **$992,526** |
| | **Total Price** | **$10,352,526** |

   B.4.3    Price Summary

   The total pricing table below reflects the pricing for the Blueprint, Pre-Construction/Ramp-Up pricing.  The Implementation Phase pricing is based upon the original proposal.  Updated pricing for the Implementation Phase is to be provided with the revised Implementation proposal to be submitted no later than mid-March 2021.

| 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 |
| Pre-Construction / | | $9,360,000 | | | | | | $10,352,526 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Ramp-up Phase (Fixed Price) | | | | | | | | |
| Implementation Phase | | | $13,700,396 | $9,325,363 | $6,796,081 | $5,477,003 | $642,170 | $35,941,013 |
| Operations Phase / Warranty (Fixed Price) | | | $57,967 | $2,051,550 | $2,092,590 | $2,288,939 | $2,005,511 | $8,496,557 |
| **Contract Year Total** | $4,500,000 | $9,360,000 | $13,758,363 | $11,376,913 | $8,888,671 | $7,765,942 | $2,647,681 | **$59,290,096** |

2. **DELETE** Sections C.3.3.1 through C.3.3.3 in their entirety and **REPLACE** with the following:

**C.3.3.1** **Pre-Construction/Ramp-up Phase –** The Pre-Construction/Ramp-up Phase includes the first 3 Sprints and time to institute improved Governance, evaluate decisions made, work through the 3P (Plan, Prototype and Process) List and update the Implementation Plan accordingly as well as support OCM activities. It also includes the re-start of Sprints with focus on DIFS Core Team Sprints 1 and 2 for the ERP and Budget Execution Go-Live.

**C.3.3.2** **Implementation Phase -** The District's initial assumptions regarding the DIFS implementation timing include:

a. The contract now specifies a project timeline lasting until January 2025 including the Blueprint Phase.
b. The Implementation Plan is being revised as a result of Pre-Construction work. ERP and Budget Execution will go live in October 2022. Budget Formulation will follow in June 2023.
c. The District currently uses Ariba On Premise for contracting and procurement, which is operated and supported by the Mayor's Office of the Chief Technology Officer (OCTO). The District plans to upgrade to Ariba 9.2 and as a result DIFS will integrate with only the On-Premise version of Ariba until such time the District re-evaluates migrating to Ariba Cloud.
d. The Contractor shall develop a solution based on the Desired End State Business Processes and User Stories gathered during the Blueprint Phase.
e. The Contractor shall use the Oracle Cloud ERP out-of-the-box capabilities to the greatest extent possible to minimize impact of heavy customizations and extensions of the Cloud products.
f. Based upon Blueprint analysis, the Contractor shall develop Reports, Integrations, Conversions, Extensions, Forms, and Workflows as follows: 57 ERP Reports; 97 Integrations; 22 Conversions; 6 Extensions; 110 Budget Book reports; 50 Budget reports; 550 Budget Forms, 20 Budget Workflows, and 550 Budget Business Rules and Formulas. These numbers will be re-evaluated and re-priced following Pre-Construction.
g. The District will be responsible for technical work such as extracting data from legacy systems for conversion and data integration, and for legacy data cleansing,

as agreed in the Statement of Work.

**C.3.3.3**    **Operations Phase -** The District's initial assumptions regarding the DIFS implementation timing include:

   a.  There will be 120 days of post-production support following ERP production and Budget Execution that lasts until at least February 1, 2023.
   b.  The support will cover the entire Formulation process, the production of the draft and final budget books and the CAFR for FY23.

3.  **DELETE** Section C.3.5 in its entirety and **REPLACE** with the following:

**C.3.5**    <u>**Services Scope – Pre-Construction/Ramp-up Phase**</u>

C.3.5.1    The Pre-Construction/Ramp-up Phase includes the first 3 Sprints and time to institute improved Governance, evaluate decisions made, work through the 3P (Plan, Prototype and Process) List and update the Implementation Plan accordingly as well as support OCM activities.   It also includes the re-start of Sprints with focus on DIFS Core Team Sprints 1 and 2 for the ERP and Budget Execution Go Live.

C.3.5.2    The deliverables to be produced during the Pre-Construction/Ramp-up Phase shall include:

   1.  **Work Plan.** The Work Plan is an activity-based timeline that describes the responsibilities, dependencies, schedule, and planned effort for a set of relevant tasks. It is maintained through the life of the project. The Work Plan will be created in the Blueprint Phase, updated during Pre-Construction and maintained through the other phases of the project.

   2.  **Sprint Closeout – Cycle 1, Sprints 1-3.** The Sprint Closeout activity summarizes the work accomplished during the Sprints as well as feedback from the Sprint Participants.  It drives Product Owner, Scrum of Scrums and Leadership acceptance, establishes the velocity achieved during the Sprints, identifies items that worked well in the Sprint along with improvement opportunities.  It sets the stage for changes to the Sprint process going forward.

   3.  **Updated Cycle 1 Sprint Plan.**  The Sprint Plan is the assessment of the Product backlog to determine of when epics and features would be made available for the individual scrum teams for future Sprint sessions. Besides epics and features, the team takes in factors such as phase alignment, expected velocity, development dependencies, and MoSCoW (Must have, Should Have, Could Have, Won't Have) to estimate when each user story would be demonstrated to the Scrum Team. Based on these factors, the team will estimate the number of sessions as well as session execution times for each of the Scrum Teams. The team will align the user stories accordingly in the ALM Octane Tool.

4. **Configuration Workbook - EPM for Budget Formulation.** The Configuration Workbook - EPM for Budget Formulation documents EPM Configuration for Budget Formulation associated with completed Sprints 1-3; some documentation was completed prior to Pre-Construction and some will be documented during Pre-Construction).  This effort also includes moving the configuration for Sprints 1-3 from the Deloitte accelerator environment into the District's recently purchased (currently being provisioned) EPM environments.  This document also includes steps taken to prototype and/or build key processes and objects during the Pre-Construction Phase.

5. **Configuration Workbook - ERP for GL and PPM and P2P.**  The Configuration Workbook - ERP for GL and PPM documents ERP GL and PPM Configuration associated with completed Sprints 1-3; some documentation was completed prior to Pre-Construction and some will be documented during Pre-Construction).  ERP PPM can't be configured without also configuring GL as ledger and sub-ledger transactions are linked.  Any prototyping of PPM Implementation Options but also account for the Authority and Allotment Budgeting Process, the integration of Project (PATEO) information on Requisitions and Purchase Orders and the Tasks/Activities associated with projects that is currently tracked in SOAR.

6. **Alternatives Analysis, Program Management and Governance.**  White papers tied to Prototyping, Deep Dives and Support of OCM in developing Business Process Deliverables.  Includes topics such as the analysis of PPM Implementation Options, Support of the OCM team in developing the Business Process and other items associated to Interagency and any other Key Design Decision documents required during Pre-Construction and routed using the new Governance Processes and Meetings.

7. **Reports, Integrations, Conversions, Extensions (RICE) Tracker.** This tracker includes an itemized list of RICE objects organized by type. This list provides details on the type of object, target Release and Sprint, as well as other attributes that help in traceability of the development teams' efforts. This list was built during the time period prior to Pre-Construction/Ramp-up Phase and updated throughout each Phase and serves as a working document to track the build, unit test and deployment of each RICE object.

8. **Design Build and Test of Integration and Conversion Objects.**  RICE designs and objects will be provided as work products for the objects developed during this Pre-Construction/Ramp-up Phase to include but not limited to Integration between EPM and ERP, integration with PeopleSoft, the COA Cross walking Tool and conversion objects. The RICE development planned includes prototyping and development of the list below (additional details can also be found in the assumptions tab):

    a. Interfaces

        i. OIC and Infrastructure Establishment
       ii. COA Crosswalk HUB
     iii. Peoplesoft Employee, Salary, and Position Data
     iv. ERP and EPM Integration (COA, GL Actuals, GL Budgets)
      v. Funds Checking, Requisitions (Ariba)

  b. Conversions
        i. GL Actuals
       ii. GL Budgets
     iii. Project Master Data
     **iv. Award Master Data**

9. **Integrated Master Schedule (IMS).** The Integrated Master Schedule includes all tasks, dependencies, and resource loading for DIFS including the DIFS team and other parties. It will be structured to reflect a level of detail for identification of critical path activities (e.g., RICEFW development, UAT), including dependent tasks. This will enable the District to forecast the timing of project resource requirements, identification, and communication of integration testing with dependent systems, and the timing of other key project activities (e.g., end user training). This task will require participation from the IV&V Contractor, OCFO, OCTO, OCP and Deloitte to outline dependencies and tasks.

10. **Chart of Account (COA) Values.** The COA values include all approved values for each segment in the COA to include Program Code and Cost Center. The SI Finance SME will support the OCM team in gathering the values from agencies across the District, reviewing and rationalizing the values and working through updates as needed.

11. **Oracle Roadmap Analysis.** The Roadmap is a forecast of Oracle product releases and milestones that indicates when functionality will be developed and deployed to end users. The Roadmap can also be used to show what work is completed, committed to, and forecasted as it is targeted over time. The Contractor shall work with Oracle and use the relationship to suggest and guide specific functionality the benefit the District to the best of our ability. The Team will document and analyze information made available from Oracle and identify if functionality will impact the DIFS solution.

12. **Updated Implementation Strategy and Plan.** This Implementation Strategy and Plan outlines the recommended Deployment Phase Strategy and Methodology for the District of Columbia (District) Office of the Chief Financial Officer (OCFO) to implement Oracle Cloud ERP and EPM solutions for the new District Integrated Financial System (DIFS). This document addresses the following topics: Implementation Approach, Pre-Construction Findings, Implementation schedule for modules and capabilities, Software integration methodology and Staffing plan for the DIFS project.

13. **Reserved**

14. **Configuration Management Plan.** The Configuration Management Plan defines the instance management plan and mechanisms for configurable items, as well as the processes and procedures to manage and maintain all configuration items throughout the life of the project. The Configuration Management Plan will be completed and signed off during initial project planning and will be updated and maintained throughout the life of the project.

15. **User Story Catalog Updates.** This task includes adding new User Stories associated with scenarios/deep dives such as Interagency, School Advances, CAFR Requirements Analysis and Budget Book Requirements Analysis. Based on Key Design Decisions, Deloitte will assess the current set of User Stories for obsolescence or User Stories that require update and map the new stories into the Sprint Plan and load into Octane.

16. **Updated Sprint Plan including close-out of Refresh Sprints and Budget Formulation Ramp-Up.** This deliverable includes the planning and conduct of the "Refresh" Sprint to assure that new participants are adequately trained, and that returning participants are refreshed on the user stories approved during Sprints 1-3. It also includes Sprint Planning and Preparation for Sprints 4-8 including any configuration needed for process areas that were not originally planned to be a focus during Pre-Construction. Finally, this activity includes the new resources and knowledge transfer to ramp up the Budget Execution Team including EPM Developers for Reporting and Forms, and the return of other Key Personnel.

17. **Sprint Closeout – Core Team Sprints, Sprints 1-2.** The Sprint Closeout activity summarizes the work accomplished during the Sprints as well as feedback from the Sprint Participants. It drives Product Owner, Scrum of Scrums and Leadership acceptance, establishes the velocity achieved during the Sprints, identifies items that worked well in the Sprint along with improvement opportunities. It sets the stage for changes to the Sprint process going forward. Core Teams Sprints focus on core team decisions and preparing the group and product owner for Agency Sprints to follow. Sprints 1 & 2 will occur in April and May of 2021.

4. **DELETE** Section C.3.8.10 in its entirety and **REPLACE** with the following:

C.3.8.10    The Contractor shall ensure that all process area (functional) resources, technical leads and architects (if any), project management and quality assurance 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 District expects on-site resources to be present as requested by the District, currently scheduled to be Monday morning through Thursday close of business (core work hours are 9 am to 5 pm), subject to COVID-19 restrictions described in Section C.3.8.9 above. The District reserves the right to alter the on-site work schedule with one-week notice to the Contractor.

5. **DELETE** Section C.3.10.2 in its entirety and **REPLACE** with the following:

C.3.10.2    The Contractor shall primarily perform the required services at a District-designated facility located in Washington, DC, subject to COVID restrictions, except for during Pre-Construction/Ramp-up.

*[End of Modification 6]*