

<b>AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT</b>			1. Contract Number CFOPD-19-C-015	Page of Pages 1   7		
2. Amendment/Modification Number Modification No. 14	3. Effective Date See 16 C below	4. Requisition/Purchase Request No.	5. Solicitation Caption DIFS Organization Change Management			
6. Issued by: Office of the Chief Financial Officer Office of Contracts 1100 4 <sup>th</sup> Street, S.W. Suite E610 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) Deloitte Consulting LLP 1919 North Lynn Street Arlington, VA 22209-1742 Attn: Wendy Carr Email: <a href="mailto:wcarr@deloitte.com">wcarr@deloitte.com</a>		9A. Amendment of Solicitation No.		9B. Dated (See Item 11)		
		X 10A. Modification of Contract/Order No. CFOPD-19-C-015		10B. Dated (See Item 13) July 15, 2019		
		Code		Facility		
		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 the DC Financial Responsibility and Management Assistance Authority.					
	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 <u>one</u> copy to the issuing office.						
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)  The purpose of Modification No. 14 is to add the provision of the Maverick Guided Learning Tool as set forth beginning on page 2. This modification will result in an increase in the total not-to-exceed amount of Option Year Two by \$359,134.00.  <b>All other terms and conditions shall remain unchanged.</b>						
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) Wendy Freeman Carr, Managing Director, Deloitte Consulting LLP		16A. Name of Contracting Officer Dorothy Whisler Fortune, Esq., CPPO, Drakus Wiggins, CPPB, CPPO or Anthony A. Stover, CPPO				
15B. Name of Contractor  (Signature of person authorized to sign)	15C. Date Signed 12/17/2021	16B. District of Columbia  (Signature of Contracting Officer)		16C. Date Signed Dec 21, 2021		

**I. Modification No. 14 makes the following changes to the contract:**

- A. Section B.4, *Pricing Summary*, is updated to reflect the provision of the Maverick Guided Learning Tool.
- B. A new assumption covering the Maverick Guided Learning Tool is added to Section C.4.6.
- C. New language covering the Maverick Guided Learning Tool is added to Section H.8, *Intellectual Property Rights*.
- D. Attachment J.26, *Maverick Terms of Use*, is hereby incorporated under Section J, *Attachments*.
- E. Based on the above changes, the total amount for Option Year Two shall increase from \$9,709,020.50 by **\$359,134.00** to \$10,068,020.50.
- F. The total not-to-exceed contract amount is hereby increased from \$14,966,545.00 by \$359,134.00 to \$15,325,679.00.

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

- 1. **DELETE** Section B.4.3 in its entirety, and **REPLACE** with the following:

B.4.3 Total Price Summary - The total pricing table below reflects the pricing for the Blueprint, Pre-Construction/Ramp-Up and Implementation Phases, including the charges associated with the provision of the Maverick Guided Learning Tool (as defined in Section B.4.4).

Description	Base	OY1	OY2	OY3	OY4	OY5	OY6	Total
Blueprint	\$1,528,716							\$1,528,716
Pre-Construction/ Ramp-up (Fixed)		\$3,728,808.50	\$536,286.50					\$4,265,095
Implementation (Not-to-exceed)			\$9,172,734	\$8,451,089	\$1,998,883	\$0	\$0	\$19,622,706
<b>Maverick Guided Learning Tool</b>			<b>\$359,134</b>	<b>\$293,676</b>				\$652,810
<b>Total</b>	\$1,528,716	\$3,728,808.50	10,068,154.50	\$8,744,765	\$1,998,883	\$0	\$0	<b>\$26,069,327</b>

B.4.4 Notwithstanding anything to the contrary elsewhere in the Contract (including Section G.2), the Contractor shall invoice the District for the total amount detailed in the table above for the Maverick Guided Learning Tool for Option Year 2 upon execution of this Modification. The Contractor shall invoice the District for the total amount detailed in the table above for the Maverick Guided Learning Tool for Option Year 3 upon execution of the subsequent contract modification referenced in Section C.4.6(kk). If for any reason the District’s usage of the Maverick Guided Learning Tool is terminated early, the District forfeits the full amount paid for

the Maverick Guided Learning Tool. Travel is not required for the Maverick Guided Learning Tool team.

2. In Section C.4.6, **ADD** the following language:

“kk. The Contractor has entered into an agreement with Maverick Training Corporation, DBA Maverick Solutions ("Maverick") on behalf of the District of Columbia client to procure the Maverick Guided Learning Tool (as defined in Section H.3.4, below) for the period of time commencing on the effective date of this modification through the remainder of Option Year 2 (the “License Term”). A subsequent modification to this Contract shall be required to be executed prior to June 2, 2022 in order to extend the License Term for the Maverick Guided Learning Tool through Option Year 3 of the Contract. Further information (including terms and number of licenses, etc.) related to the Maverick procurement is outlined in section H.3.4. Additional assumptions associated with the usage of the Maverick Guided Learning Tool are as follows:

- All Maverick Guided Learning Tool Material will be presented in English.
- The Contractor, in conjunction with the District, will need to provide Maverick with the URL and user credentials for the End-Client’s development instance for each functional area that requires Maverick services. These credentials will come with the appropriate security and access required to perform the transactions associated with creating custom assets.
  - Continuation of system and role access must be provided throughout the development process and contract lifecycle in order to create and maintain customized assets. This includes reinstatement of access within 24 hours of a system refresh/update.
  - For every day beyond this 24-hour period without access, the deliverable(s) will be delayed 1 day.
- The Contractor, in conjunction with the District, will assign internal or End-Client stakeholders to each of the Roles listed on the Roles and Responsibilities chart.
  - Customization timelines are dependent on the availability and responsiveness of these internal or End-Client Roles. Delays in responsiveness may cause a delay in the projected development timeline.
- The Contractor, in conjunction with the District, is responsible for providing adequate documentation and data for Maverick to create the customized assets. These are, at a minimum, thoroughly documented test scripts and matching data in the End-Client environment. Test scripts list out each step that should be taken within the system for a given transaction and should include expected results.
- Changes to the overall End-Client project schedule or scope may impact Maverick’s ability to complete Maverick Guided Learning Tool customization work by the scheduled due date. The Maverick Project Manager will work with the Contractor, in conjunction with the District, or End-Client’s internal Project Manager to identify and mitigate risks and challenges due to project schedule changes. Changes in the project schedule or scope may require a change order for impacted schedule, scope, level of effort, and associated pricing. A change order must be complete before additional development outside of the original scope or budget can begin.
- The Customized Training Content will be maintained and updated by Maverick, while the Contractor, in conjunction with the District, is a subscriber to Maverick Guided Learning

Tool.

- Customizations can be applied at any time during the subscription term and do not expire so long as the Contractor, in conjunction with the District, maintains a subscription to Maverick Guided Learning Tool.
- A subscription to Maverick Guided Learning Tool Live software is required for Live custom asset creation.
- A Maverick Guided Learning Tool Learn subscription is required if Maverick Guided Learning Tool Learn assets are to be made available in the customized assets.
- The Contractor, in conjunction with the District, may create their own Live customized assets, at the Contractor, in conjunction with the District’s, expense. In this case, the Contractor, in conjunction with the District, is responsible for maintaining and updating their customized assets.”

3. In Section H.8, Intellectual Property Rights, **ADD** the following language as a new Section H.8.4 and H.8.5:

“H.8.4 In connection with this engagement, subject to the terms below, the Contractor shall procure and provide the District with access to Maverick Training Corporation’s, d.b.a. Maverick Solutions (“Maverick”) Oracle Cloud training, ENGAGE application (the “Maverick Guided Learning Tool”), which helps to manage stakeholder training. The Maverick Guided Learning Tool consists of two training modalities- Maverick ENGAGE Learn (“ENGAGE Learn” or “Learn”) and Maverick ENGAGE Live (“ENGAGE Live” or “Live”) and provides a simulation environment that will mirror the District’s Oracle environment, complete with a pre-determined number of customizations, which will allow the end users to use the tool for self-guided learning practice. The Maverick Guided Learning Tool also serves as the knowledge repository to store training materials providing end users one central location to access job aids, quick reference guides, and the guided-learning simulations organized by process area for each specified user role. Notwithstanding anything to the contrary in this contract, the District’s use of the Maverick Guided Learning Tool hereunder is subject to the Maverick Terms of Use attached as Attachment J.26 hereto. The District hereby acknowledges its agreement (i) to the Maverick Terms of Use and (ii) that the Maverick Guided Learning Tool shall not be Contractor IP, Works or deliverables as such terms are used and/or defined in this contract. Access to the Maverick Guided Learning Tool is limited to use by up to the following number of named users solely for use in connection with this engagement and only during the License Term (as defined in Attachment J.26 hereto):

- a. Maverick Guided Learning Tool LEARN Module – 700 Core Users
- b. Maverick Guided Learning Tool LIVE Module – 700 Core Users and 900 Self-Service Users

<b>Core User (Learn or Live)</b>	An everyday user; anyone who uses the Oracle Applications daily to perform essential job functions, and training focuses on operational functions and transactions. For example, running payroll or administering benefits enrollment; entering and reconciling financial transactions, creating a requisition or receiving inventory; or creating reports.
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<b>Self Service User (Live)</b>	The occasional user of the application who will be performing occasional tasks in the system such as updating personal information, entering expense reports, completing timecards, etc.
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H.8.5 To the extent any Contractor IP or other licensed software provided to the District in connection with this Contract constitutes inventory within the meaning of section 471 of the Internal Revenue Code, such Contractor IP or other licensed software is licensed to the District by Contractor as agent for its product company subsidiary on the terms contained herein.”

4. The following attachment is hereby incorporated under Section J:

<b>Attachment Number</b>	<b>Document</b>
<b>J.26</b>	Maverick Terms of Use <i>(New – See pages 6-7)</i>

[End of Modification No. 14]

## **ATTACHMENT J.26**

### **MAVERICK TERMS OF USE**

#### ***Restrictions***

The District will not: (i) license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Maverick Guided Learning Tool, or any output of the Maverick Guided Learning Tool, or make the Maverick Guided Learning Tool available to any non-authorized user or any third party, (ii) copy or use the Maverick Guided Learning Tool for any purpose other than as permitted under this section, (iii) modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the Maverick Guided Learning Tool, or (iv) remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of Maverick or its affiliates, partners, suppliers or the Deloitte, in conjunction with the District, of the Maverick Guided Learning Tool.

#### ***Intellectual Property***

The Maverick Guided Learning Tool, including without limitation all copyrights, patents, trademarks, trade secrets and other intellectual property rights are, and shall remain, the sole and exclusive property of Maverick. Any District data, information, materials, systems, environments accessed by Maverick as part of the provision of the Maverick Guided Learning Tool or as otherwise provided to or accessed by Maverick ("Client Data") shall remain the sole and exclusive property of the District. The output from the Maverick Guided Learning Tool will be licensed ("Licensed Deliverables") by the District for the License Term (including as the License Term may be extended pursuant to Section C.4.6(kk) of the Contract). At the end of the License Term, all Client Data, including Licensed Deliverables, will be returned or destroyed, unless the District procures a new license agreement directly with Maverick for the Licensed Deliverables.

#### ***Suggestions***

Any feedback, comments, ideas, improvements or suggestions (collectively, "Suggestions") provided by the District to Maverick (either directly or through Contractor) with respect to the Maverick Guided Learning Tool shall remain the sole and exclusive property of Maverick. Maverick shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to the District.

#### ***Updates to Application***

Maverick may from time to time provide enhancements or improvements to the features/functionality of the Maverick Guided Learning Tool, which may include patches, bug fixes, updates, upgrades and other modifications ("Updates"). Updates may modify or delete certain features and/or functionalities of the Maverick Guided Learning Tool. The District agrees that neither Contractor nor Maverick have any obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the Maverick Guided Learning Tool. The District further agrees that all Updates will be (i) deemed to constitute an integral part of the Maverick Guided Learning Tool, and (ii) subject to these terms and conditions.

#### ***Third-Party Services***

The Maverick Guided Learning Tool may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services ("Third-Party Services"). The District acknowledges and agrees that neither Contractor nor Maverick are responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright

compliance, legality, decency, quality or any other aspect thereof. Neither Contractor nor Maverick assumes any liability or responsibility to the District for any Third-Party Services. Third-Party Services and links thereto are provided solely as a convenience to the District and Covered Users access and use them entirely at their own risk and subject to such third parties' terms and conditions.

#### ***Termination***

Maverick or Contractor may, in their sole discretion, at any time and for any or no reason, suspend or terminate the District's access to the Maverick Guided Learning Tool by providing 30 days' prior notice. Contractor may also terminate the District's access to the Maverick Guided Learning Tool upon written notice and without liability, if Contractor determines that performance of any part of its agreement with Maverick related thereto would be in conflict with law, or independence or professional rules. The Contractor shall endeavor to provide reasonable advance notice to the District of a termination pursuant to the preceding sentence. The District's access to the Maverick Guided Learning Tool will terminate immediately, without prior notice from Maverick or Contractor, in the event that Contractor fail to comply with any provision of these Maverick Terms of Use. Upon termination of the District's right to access to the Maverick Guided Learning Tool, the District shall cease all use of the Maverick Guided Learning Tool and delete all copies of the Maverick Guided Learning Tool, and any outputs of the Maverick Guided Learning Tool. Termination of the District's right to access the Maverick Guided Learning Tool will not limit Contractor's rights or remedies at law or in equity in case of breach by the District of any of the District's obligations under these Maverick Terms of Use.

#### ***No Warranties***

The Maverick Guided Learning Tool is provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, Maverick, on its own behalf and on behalf of its affiliates and its and their respective Deloitte, in conjunction with the District, and service providers, and Contractor expressly disclaim all warranties, whether express, implied, statutory or otherwise, with respect to the Maverick Guided Learning Tool, including all implied warranties of merchantability, fitness for a particular purpose, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, neither Maverick nor Contractor provides any warranty or undertaking, and nor makes any representation of any kind that the Maverick Guided Learning Tool will meet users' requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither Contractor, nor Maverick nor any of Maverick's providers makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Maverick Guided Learning Tool, or the information, content, and materials or products included thereon; (ii) that the Maverick Guided Learning Tool will be uninterrupted or error-free; or (iii) as to the accuracy, reliability, or currency of any information or content provided through the Maverick Guided Learning Tool.

#### ***Export Compliance***

The District may not export or re-export the Maverick Guided Learning Tool. In particular, but without limitation, the Maverick Guided Learning Tool may not be exported or re-exported (a) into or to a nation or a resident of any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By installing or using any component of the Maverick Guided Learning Tool, the District represents and warrants that it is not located in, under control of, or a national or resident of any such country or on any such list.