
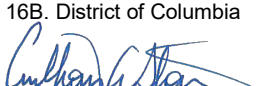


<b>AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT</b>		1. Contract Number		Page of Pages	
		CFOPD-19-C-015		1	3 (with attachment)
2. Amendment/Modification Number Modification No. 8		3. Effective Date See 16 C below		4. Requisition/Purchase Request No.	
				5. Solicitation Caption EFS Organization Change Management	
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			7. Administered by (If other than line 6)		
8. Name and Address of Contractor (No. street, city, county, state and zip code) <b>Deloitte Consulting LLP</b> <b>1919 North Lynn Street</b> <b>Arlington, VA 22209-1742</b> <b>Attn: Wendy Carr</b> <b>Email: <a href="mailto:wcarr@deloitte.com">wcarr@deloitte.com</a></b>			9A. Amendment of Solicitation No.		
Code _____ Facility _____			9B. Dated (See Item 11)		
			10A. Modification of Contract/Order No. CFOPD-19-C-015		
			10B. Dated (See Item 13) July 15, 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. <b>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.</b> 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 1.8 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.)					
1. The purpose of Modification No. 8 is to add the provisions to the subject contract, which cover the District's access to the Contractor's proprietary <i>ChangeScout</i> change management tool, as set forth beginning on page 2. 2. The cost for <i>ChangeScout</i> access is included in the Option Year One cost, which was exercised under Modification No. 5. This Modification No. 8 does not increase total value of the subject contract. 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) Wendy Carr, Managing Director			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 Jan 26, 2021	16B. District of Columbia  (Signature of Contracting Officer)		16C. Date Signed Jan 28, 2021

Modification No. 8 provides the following:

1. In Section H.8, Intellectual Property Rights, **ADD** the following language as Section H.8.3:
  - H.8.3 In connection with this engagement, subject to the terms below, the Contractor shall provide the District with access to the Contractor's proprietary *ChangeScout* change management tool that helps to manage stakeholder relationships, change impacts, change readiness information, communications plans and other change interventions. *ChangeScout* integrates information across these elements of change management and provides real-time reports and dashboards to enable project teams to understand the full scope of change. Notwithstanding anything to the contrary in this contract, the following terms apply to the District's use of *ChangeScout*:
    - a. Access to *ChangeScout* is limited to use by up to 10 District authorized users solely for use in connection with this engagement and only during the term hereof. Upon completion District data will be exported from the tool and the instance will be terminated.
    - b. Use of *ChangeScout* is solely for the District's benefit and internal business purposes. The District will not provide *ChangeScout* to any third party or contractor or use the tool for any reason other than for use in connection with this engagement.
    - c. All intellectual property rights in *ChangeScout* belongs to the Contractor or its licensors and constitute confidential and proprietary information subject to the confidentiality terms of the Agreement.
    - d. *ChangeScout* is built and runs on Salesforce's Force.com platform, and the District's use of *ChangeScout* hereunder is subject to the SFDC Services Terms attached as Attachment J.25 hereto. The District hereby acknowledges its agreement (i) to the SFDC Services Terms and (ii) that *ChangeScout* shall not be Contractor IP, Works or deliverables as such terms are used and/or defined in this contract.
    - e. The District acknowledges and agrees that the tool is not the source of record for materials the District includes within the tool, and the District should have in place appropriate measures for ensuring the retention of copies of all of District materials uploaded to *ChangeScout*.
    - f. Access to *ChangeScout* may be suspended if it is not being used in accordance with the terms herein.
    - g. The District will not include any Personal Data (as such term is defined in Salesforce's DPA referenced in Attachment J.25) in *ChangeScout*. The District and Contractor acknowledge that the terms of Salesforce's DPA set forth that since the District is not a party to an Order Form or Subscription Agreement with Salesforce, that the Salesforce DPA is not valid and is not legally binding. Instead, it indicates that should the District and Contractor agree that the District can include Personal Data in *ChangeScout* then the District and contract should enter into their own DPA.

- h. Upon termination or expiration of this contract, at the District's request within 30 days from the effective date thereof, Contractor can provide the District with a .csv format file of the information contained within ChangeScout tool as of the termination or expiration date.
2. In Section J, Attachments, in connection with Section H.8.3, Attachment J.25, *SFDC Services Terms* is hereby incorporated into the contract.

[End of Page 3]

**Attachment J.25**  
**SFDC Services Terms**

These SFDC Services Terms govern your use of certain online, Web-based services generally made available by SFDC via <http://www.salesforce.com> and/or other designated websites, including associated offline components (the "SFDC Services") that are part of the ChangeScout application provided to you by Deloitte Consulting LLP. The SFDC Services provided to you by Deloitte Consulting LLP as part of the ChangeScout application are referred to herein as the "Platform." These terms do not supersede any agreement between SFDC and you regarding SFDC Services purchased by you directly from SFDC.

SFDC is a third party beneficiary to the agreement between you and Deloitte Consulting LLP solely as it relates to these terms; your contractual relationship for the purchase of subscriptions to the ChangeScout application is solely with Deloitte Consulting LLP and if they fail or are unable to provide the ChangeScout application to you for any reason, SFDC shall have no liability and has no obligation to provide such application or any refund to you.

**DEFINITIONS**

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Beta Services" means SFDC services or functionality that may be made available to Customer to try at its option at no additional which is clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.

"Content" means information obtained by SFDC from publicly available sources or its third party content providers and made available to Customer through the Services, Beta Services or pursuant to an Order Form, as more fully described in the Documentation.

"Customer" means in the case of an individual accepting these Terms on his or her own behalf, such individual, or in the case of an individual accepting these Terms on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting these Terms, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into Order Forms.

"Customer Data" means electronic data and information submitted by or for Customer to the Services, excluding Content and Non-SFDC Applications.

"Documentation" means the applicable Service's Trust and Compliance documentation at <https://trust.salesforce.com/en/trust-and-compliance-documentation/> and its usage guides and policies, as updated from time to time, accessible via [help.salesforce.com](http://help.salesforce.com) or login to the applicable Service.

"Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"Marketplace" means an online directory, catalog or marketplace of applications that interoperate with the Services, including, for example, the AppExchange at <http://www.salesforce.com/appexchange>, or the Heroku add-ons catalog at <https://elements.heroku.com/>, and any successor websites.

"Non-SFDC Application" means a Web-based, mobile, offline or other software application functionality that interoperates with a Service, that is provided by Customer or a third party and/or listed on a Marketplace including as Salesforce Labs or under similar designation. Non-SFDC Applications, other than those obtained or provided by Customer, will be identifiable as such.

"Order Form" means an ordering document or online order specifying the Services to be provided hereunder that is entered into between Customer and SFDC or any of their Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

"Services" means the products and services that are ordered by Customer under an Order Form or online purchasing portal, or provided to Customer free of charge (as applicable) or under a free trial, and made available online by SFDC, including associated SFDC offline or mobile components, as described in the Documentation. "Services" exclude Content and Non-SFDC Applications.

"SFDC" means the salesforce.com company described in the "SFDC Contracting Entity, Notices, Governing Law, and Venue" section below.

“User” means, in the case of an individual accepting these terms on his or her own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who is authorized by Customer to use a Service, for whom Customer has purchased a subscription (or in the case of any Services provided by SFDC without charge, for whom a Service has been provisioned), and to whom Customer (or, when applicable, SFDC at Customer’s request) has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.

Each ChangeScout application subscription you purchase entitles one (1) individual to access the Platform solely via the ChangeScout application provided you comply with these terms, the agreement you enter into with Deloitte Consulting LLP, and the usage restrictions, and confidentiality obligations set forth as follows:

**Usage Restrictions.** Customer will not (a) make any Service or Content available to anyone other than Customer or Users, or use any Service or Content for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service or Non-SFDC Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or Non-SFDC Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Services or Content in a way that circumvents a contractual usage limit, or use any Services to access or use any of SFDC intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (h) modify, copy, or create derivative works based on a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service or Content, other than framing on Customer’s own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service or Content or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent.

## **CONFIDENTIALITY**

**Definition of Confidential Information.** “Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of SFDC includes the Services and Content, and the terms and conditions of this Agreement and all Order Forms (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. For the avoidance of doubt, the non-disclosure obligations set forth in this “Confidentiality” section apply to Confidential Information exchanged between the parties in connection with the evaluation of additional SFDC services.

**Protection of Confidential Information.** As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party’s prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate’s, legal counsel’s or accountant’s compliance with this “Confidentiality” section. Notwithstanding the foregoing, SFDC may disclose the terms of this Agreement and any applicable Order Form to a subcontractor or Non-SFDC Application Provider to the extent necessary to perform SFDC’s obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.

**Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

You may not allow more than one (1) individual to use or share one (1) subscription to the Platform. Even if you have the technical ability to do so, you may not use subscriptions to the Platform purchased from Deloitte Consulting LLP (i) to access SFDC Services other than the Platform, (ii) to use the Platform other than in connection with the ChangeScout application, (iii) to use functionalities/services or create/use custom objects not included in the ChangeScout application, or (iv) to access functionality not described in the ChangeScout user guide. SFDC may review your usage of the Platform to confirm your compliance with these restrictions and provide the results of such review to Deloitte Consulting LLP. If you use the ChangeScout application in combination with SFDC Services you have purchased directly from SFDC and your access to such directly purchased SFDC Services is suspended or terminated in accordance with the agreement between you and SFDC, your access to the ChangeScout application will also be suspended or terminated without any right to a refund. Following termination or expiration of your ChangeScout subscriptions, SFDC will make your data available to you in accordance with the following data portability terms:

**Protection of Customer Data.** SFDC will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as described in the Documentation. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Users). Except with respect to a free trial, the terms of the data processing addendum at <https://www.salesforce.com/company/legal/agreements.jsp> ("DPA") are hereby incorporated by reference and shall apply to the extent Customer Data includes Personal Data, as defined in the DPA. To the extent Personal Data from the European Economic Area (EEA), the United Kingdom and Switzerland are processed by SFDC, its Processor Binding Corporate Rules, the EU-US and/or Swiss-US Privacy Shield, and/or the Standard Contractual Clauses shall apply, as further set forth in the DPA. For the purposes of the Standard Contractual Clauses, Customer and its applicable Affiliates are each the data exporter, and Customer's acceptance of this Agreement, and an applicable Affiliate's execution of an Order Form, shall be treated as its execution of the Standard Contractual Clauses and Appendices. Upon request by Customer made within 30 days after the effective date of termination or expiration of this Agreement, SFDC will make Customer Data available to Customer for export or download as provided in the Documentation. After such 30-day period, SFDC will have no obligation to maintain or provide any Customer Data, and as provided in the Documentation will thereafter delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control, unless legally prohibited.

To the extent your use of the Platform includes use of Non-Salesforce.com Applications as defined in the SFDC Online MSA (aka Non-SFDC Applications), you shall be subject to the terms regarding Non-Salesforce.com Applications / Non-SFDC Applications as follows:

**Non-SFDC Products and Services.** SFDC or third parties may make available (for example, through a Marketplace or otherwise) third-party products or services, including, for example, Non-SFDC Applications and implementation and other consulting services. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any Non-SFDC provider, product or service is solely between Customer and the applicable Non-SFDC provider. SFDC does not warrant or support Non-SFDC Applications or other Non-SFDC products or services, whether or not they are designated by SFDC as "certified" or otherwise, unless expressly provided otherwise in an Order Form. SFDC is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Non-SFDC Application or its provider.

**Integration with Non-SFDC Applications.** The Services may contain features designed to interoperate with Non-SFDC Applications. SFDC cannot guarantee the continued availability of such Service features, and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-SFDC Application ceases to make the Non-SFDC Application available for interoperation with the corresponding Service features in a manner acceptable to SFDC.

AS PERMITTED BY LAW, SFDC MAKES NO WARRANTIES OF ANY KIND, AND DISCLAIMS ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR

OTHERWISE, REGARDING THE PLATFORM, THE SFDC SERVICES, THE CHANGESCOUT APPLICATION, ANY NON-SALESFORCE APPLICATIONS, OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE, OR NON-INFRINGEMENT. IN NO EVENT SHALL SFDC HAVE ANY LIABILITY TO YOU OR ANY USER FOR ANY DAMAGES WHATSOEVER, INCLUDING DAMAGES THAT ARE DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, BASED ON LOST PROFITS, OR OTHER, HOWEVER CAUSED AND WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SHOULD YOU PROVIDE ANY FEEDBACK TO SFDC (E.G. SUGGESTIONS, REQUESTS, ETC.) YOU GRANT SFDC A WORLDWIDE, PERPETUAL, IRREVOCABLE, ROYALTY-FREE LICENSE TO USE AND INCORPORATE SUCH FEEDBACK INTO OUR PRODUCTS OR SERVICES. SFDC RESERVES ALL RIGHTS, TITLE, AND INTEREST IN THE SFDC SERVICE INCLUDING ALL INTELLECTUAL PROPERTY RIGHTS; THE SFDC SERVICES CONSTITUTE CONFIDENTIAL INFORMATION OF SFDC.