



<b>AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT</b>			1. Contract Number CFOPD-19-C-001		Page of Pages 1   26		
2. Amendment/Modification Number Modification No. 4		3. Effective Date See 16 C below		4. Requisition/Purchase Request No.		5. Contract Caption District Integrated Financial System (DIFS)	
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) Deloitte Consulting LLP 1919 North Lynn Street Arlington, VA 22209-1742 Attn: Tab Warlitner Email: <a href="mailto:twarlitner@deloitte.com">twarlitner@deloitte.com</a>				9A. Amendment of Solicitation No.			
				9B. Dated (See Item 11)			
				10A. Modification of Contract/Order No. CFOPD-19-C-001			
				10B. Dated (See Item 13) June 3, 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 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.)  The purpose of Modification No. 4 is to set forth the Pre-Construction and Ramp-up requirements to be provided under Option Year One of the contract. Section B, Section C, Section G.8, Section H.17, and Section J are revised accordingly as set forth in this modification.  <b>All other terms and conditions shall remain the same.</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) 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  (Signature of person authorized to sign)		15C. Date Signed 7/17/2020		16B. District of Columbia  (Signature of Contracting Officer)		16C. Date Signed July 17, 2020	

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

**B.1 GENERAL INFORMATION**

The Office of the Chief Financial Officer (“OCFO”) for the District of Columbia (“District”), has a need for a Contractor to provide services to scope, plan and implement a new District Integrated Financial System (DIFS). The new DIFS shall be an Oracle Cloud Financial, Project and Purchasing and Enterprise Planning and Budgeting solution to replace the District’s R\*STARS mainframe-based financial system, SOAR.

**B.2 CONTRACT TYPE**

This is a Firm Fixed Price contract for the Blueprint and Pre-Construction/Ramp-up services with a Requirements component for the implementation services based on firm, fixed unit prices.

**B.3 PRICING SCHEDULE**

B.3.1 The District will purchase its requirements of the services included herein from the Contractor. The estimated quantities stated in the Pricing Schedule reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or that conditions affecting requirements will be stable. The estimated quantities shall not be construed to limit the quantities which may be required from the Contractor by the District or to relieve the Contractor of its obligation to fill all such requirements. The Contractor shall not be responsible for providing services in the event the maximum contract amount is reached until the parties execute a written modification to the contract.

B.3.2 The stated fixed unit prices shall be inclusive of all the Contractor’s direct cost, indirect cost, and profit including travel, material, and delivery. The price shall include all cost associated with the services described in and required by the Contract.

B.3.3 The Contractor’s pricing worksheets are contained in Attachment J.11, J17 and J.25.

**B.4 PRICING SUMMARY**

B.4.1 Firm Fixed Price Component: Blueprint Services Phase

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

CLIN NO.	Item Description	Total Price
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
	<b>Total Firm Fixed Price – (CLINs 01-13)</b>	<b>\$4,500,000</b>

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

CLIN NO.	Item Description	Total Price
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)	\$288,414
110	Chart of Account (COA) Values	\$206,010
111	Oracle Roadmap Analysis	\$196,221
112	Updated Implementation Strategy and Plan	\$653,346
113	Updated SI Implementation Plan (including Ramp Up)	\$266,178
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
<b>Total Price</b>		<b>\$9,360,000</b>

B.4.3 Price Summary

The total pricing table below reflects the pricing for the Blueprint, Pre-Construction/Ramp-Up and Implementation Phases (based upon the original proposal).

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 / Ramp-up Phase (Fixed Price)		\$9,360,000						\$9,360,000
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
<b>Contract Year Total</b>	\$4,500,000	\$9,360,000	\$13,758,363	\$11,376,913	\$8,888,671	\$7,765,942	\$2,647,681	<b>\$58,297,570</b>

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

**C.1 INTRODUCTION**

**C.1.1 Purpose**

C.1.1.1 The Office of the Chief Financial Officer (“OCFO”) for the District of Columbia

(“District”), seeks a Contractor to provide Blueprint, Pre-Construction/Ramp-up, Implementation and Operations services for a new District Integrated Financial System (DIFS). The new DIFS shall be an Oracle Cloud solution including ERP and EPM components. The District seeks to deploy functionality to support business processes for Financial Management, Grants and Project Accounting, Purchasing, and Planning and Budgeting.

C.1.1.2 The new DIFS solution shall replace the District’s mainframe-based financial System of Accounting and Reporting (SOAR, but better known commercially as R\*STARS) as well as replacing other legacy District systems. At the end of the Blueprint Phase, the Contractor shall have evaluated the key business functions identified by the District against the capability and maturity of the Oracle Cloud products to confirm the District’s DIFS product selections.

**C.1.2 Glossary**

See **Attachment J.21** for the glossary of relevant terms contained herein.

**C.2 BACKGROUND**

C.2.1 In 1999 the District implemented the R\*STARS system as the District’s official accounting and reporting system of record (SOAR). Interface files from agency systems are uploaded to SOAR each night allowing the SOAR system to record financial transactions, make payments to vendors for services and goods provided, record and depreciate assets, manage fund transfers for payments and refunds, record journal adjustments, and at the end of the fiscal year create the Comprehensive Annual Financial Report (CAFR) and the accompanying Popular Annual Financial Report (PAFR).

C.2.2 There are various interfaces to SOAR from other systems, such as Ariba for procurement, Peoplesoft for Payroll, the Budget Formulation Application (BFA) for budgetary controls on spending and obligations, and GenTax for tax data.

**C.3 SCOPE OF SERVICES**

**C.3.1 Organizational Scope**

C.3.1.1 The services that are the subject of this contract shall encompass all the central financial operations offices including the Office of the Chief Financial Officer (OCFO), the Office of Budget and Planning (OBP), the Office of Finance and Treasury (OFT), the Office of Financial Operations and Systems (OFOS), the Office of Revenue Analysis (ORA), and the Office of Tax and Revenue (OTR). In addition to the central offices, the six-agency financial operation ‘clusters’ are included in the organizational scope of this project including Economic Development and Regulation, Government Operations, Government Services, Human Support Services, Public Safety and Justice, and Education. Also included in the scope are -five additional District organizations:

Lottery and Games, Events DC, Health Benefit Exchange, Greenbank, and the United Medical Center (a nonprofit hospital).

C.3.1.2 See **Attachment J.16** for an overview of the OCFO organizational structure.

C.3.1.3 There will be 700 system users of the new DIFS.

### **C.3.2 Software Scope**

C.3.2.1 The Contractor shall implement the following Oracle Cloud modules:

- a) Oracle Financial Cloud Services
  - General Ledger
  - Accounts Payable
  - Accounts Receivable
  - Fixed Assets
  - Cash Management
- b) Oracle Purchasing Cloud Services
  - Oracle Purchasing Cloud services
  - Oracle Supplier Portal Cloud services
- c) Oracle Project Cloud Services
  - Project Costing
  - Project Billing
- d) Oracle Grants Management Cloud Services
- e) Oracle Enterprise Performance Management Enterprise Cloud Service

C.3.2.2 The Contractor shall confirm if the components of Oracle HCM Cloud Services will be required to interface with the PeopleSoft HR/Payroll application operated by the Mayor's Office of the Chief Technology Officer (OCTO) for purposes of accessing personnel data for Budgeting and passing labor distribution data resulting from the District's payroll to the new DIFS.

C.3.2.3 The District, at its discretion, reserves the right to add or remove functionality or modules and the associated services.

### **C.3.3 Project Timing**

**NOTE: *The major segments of this project, Blueprint, Pre-Construction/Ramp-up, Implementation and Operations, will be referred to as "phases" of the project. During the Implementation Phase, the periodic roll-out of production dates by agency/cluster will also be referred to as phases of the Implementation Phase.***

**C.3.3.1 Blueprint Phase** - The Blueprint Phase is expected to include all DC agencies, including the central office and the six agency clusters across the District. At the end of the Blueprint period, the District, with the support of the Contractor, will re-examine all implementation assumptions and confirm the scope for planned implementation

services.

**C.3.3.2 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.

**C.3.3.3 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 Standup of Budget Formulation (Phase 1) will be in June 2022 for FY2024 Formulation.
- c. There will be two Phases following Phase 1. Phase 2 includes Budget Execution and as yet to be finalized modules of ERP in October of 2023. Phase 3 includes the final modules of ERP not deployed with Phase 2 in October of 2024.
- d. 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.
- e. The Contractor shall develop a solution based on the Desired End State Business Processes and User Stories gathered during the Blueprint Phase.
- f. 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.
- g. 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.
- h. 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.3.3.4 Operations Phase** - The District’s initial assumptions regarding the DIFS implementation timing include:

- a. There will be 15 months of post-production support following the Budget Formulation deployment into production.
- b. There will be 90 days of post-production support following each ERP Phase into production and Budget Execution.
- c. The Contractor shall also provide support during the District’s first fiscal year-end close, first budget book (March 2023) and CAFR production.

**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 DIFS project. The post-implementation support periods shall also be factored as part of the implementation.
- 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;
  - 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 DIFS 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 (both on-premise and 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 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 phase, operational support strategy by phase, 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 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 phases. 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.
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.
12. **Sprint Plan.** The Sprint Plan includes the allocation of user stories to each Budget Formulation and Phase 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.
13. **Test Strategy.** The Test Strategy outlines key elements of the testing methodology that DIFS 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, Pre-Construction and Ramp-up 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.

### **C.3.5 Services Scope – Pre-Construction/Ramp-up Phase**

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.

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 and Purchase Orders (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 the Contractor to outline dependencies and tasks. The primary resource will take direction from the District directly on the IMS and use our workplans for both SI and OCM as input.
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).
13. **Updated SI Implementation Work Plan (including Ramp Up).** The Workplan is an activity-based timeline that describes the responsibilities, dependencies, schedule, and planned effort for a set of relevant tasks. It is re-delivered to account for changes in the plan, schedule or owner resulting from the Pre-Construction Phase.
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 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. It also 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. Finally, this activity includes the new resources and knowledge transfer to ramp up the Budget Formulation Team including EPM Developers for Reporting and Forms, and the return of other Key Personnel such as Process Area and Technical Leads.

### **C.3.6 Services Scope – Implementation Phase**

C.3.6.1 The Implementation Phase shall include the following:

#### **C.3.6.1.1 Plan**

- a) Project Management
- b) Project Management Plan
- c) Risk Management Plan
- d) Staffing Management Plan

- e) Project Team Training
- f) Other Planning and Preparation

C.3.6.1.2 Design

- a) Analysis and Design
- b) Solution and Business Process Design

C.3.6.1.3 Configure and Build

- a) Software Configuration
- b) Security Configuration
- c) Integration and Interfaces Design
- d) Integration and Interfaces Development
- e) Data Conversion Design
- f) Data Conversion Development
- g) Extension Design
- h) Extension Development
- i) Reports, Queries, and Forms Design
- j) Reports, Queries, and Forms Development

C.3.6.1.4 Test

- a) Data Conversion Execution and Management
- b) Unit Testing
- c) Functional Testing
- d) System Testing
- e) Regression Testing
- f) Integration Testing
- g) User Acceptance Testing (UAT)

C.3.6.1.5 Security

- a) Security Strategy and Approach
- b) Segregation of Duties (SOD) Analysis
- c) Application Security custom role design, test and deployment for Phase 1
- d) Automated Controls design test and deployment for Phase 1 modules only
- e) Interface, Conversion and Information Technology General Controls (ITGC) framework design only
- f) Phase 1 Post-production security support for 4 weeks only

C.3.6.1.6 The services within scope for implementation will be confirmed during the Pre-Construction/Ramp-up Phase and finalized in the Updated and District approved Implementation Strategy and Plan.

C.3.6.1.7 The deliverables for the Implementation Phase will be confirmed and agreed upon during the Pre-Construction/Ramp-up Phase.

**C.3.7 Services Scope - Operations Phase**



C.3.7.1 The Operations Phase shall include the following:

C.3.7.1.1 Deploy

- a) Operations Documentation
  1. Operations Manual
  2. Release Plan
- b) Knowledge and Skills Transfer Process
- c) Cutover and Transition Detailed Plan
- d) Implementation/Deployment (roll-out) Support
- e) Post Go-Live Stabilization Support
  1. Tiers 2 & 3 Help Desk services to resolve product bugs or failures reported to the District staff on the DIFS software product and escalate problems to a resolution. Contractor to provide these services during installation and through the warranty period (e.g., Budget Formulation – 15 months; Phase 1 – 90 days; Phase 2 – 90 days; Phase 3 – 90 days). If not required, the additional hours can be used to build additional reports or integrations.
  2. The Contractor shall be available to address those issues that the District cannot resolve, prioritizing the validation of quarterly vendor patches/releases.
  3. The District will provide Tier 1 Support which includes basic navigation, username/password reset, and minor troubleshooting of how to use the applications.
  4. As part of the Operations Phase scope, the Contractor provides maintenance/fixes (e.g., design, build, test) on conversion programs, integrations, and extensions throughout the course of the contract so that the code remains under warranty.
  5. Provide, apply and test all updates related to system security, operating system and database that are required for the DIFS software.
  6. Provide on-going maintenance and support of the Development, “Sandbox”, Testing and Production environments required for the Contractor to perform ongoing development and testing efforts as those efforts relate to the DIFS Implementation and as documented in the Blueprint CLIN 10 - Implementation Strategy and Plan.
  7. Provide, apply, and test DIFS software updates including new versions, fixes, and patches. The District shall be notified and approve all updates.
  8. The Knowledge Transfer Documentation will be delivered twice during the 15-month Budget Formulation support period. The Knowledge Transfer Documentation for each ERP Wave will be delivered at the end of the 90-day support period.

C.3.7.2 Since most of this post-production support will overlap with the start of a new implementation wave, the Contractor shall need additional resources dedicated to post-production support while other resources are working on the next implementation wave and preparing for go-live. The Contractor shall be expected to distinguish between implementation and support resources within the implementation cost price proposal.

### **C.3.8 Cross Functional Services**

- C.3.8.1 The District will have ancillary contracts for services related to organizational change management (OCM), communications, and end user role-based training (that would encompass new business process and hands-on application training). Additionally, the District will have an Independent Verification and Validation (IV&V) services contract for the project. The Contractor providing implementation or OCM services is not eligible for award of the IV&V services for this project.
- C.3.8.2 The Contractor shall employ a rigorous, proven project management (PM) methodology that uses an iterative approach for implementation of the agreed software scope. All Contractor personnel shall be experienced (at least three (3) years working on projects of similar scope and size) or trained in project management methodology.
- C.3.8.3 The Contractor shall provide all services necessary, other than OCM, communications and end user training, to deploy the software scope listed in Section C.3.2 for the organizational scope shown in Section C.3.1.
- C.3.8.4 The Contractor shall ensure that the Design sub-phase of the Pre-Construction/Ramp-up and Implementation Phases shall include OCFO and program representation from different agencies so that a good cross-section of stakeholders has input in the initial design of the system. The Contractor shall also ensure that any design considerations from integration with PeopleSoft Human Resource/Payroll, Ariba, GenTax, the Treasury Management System (TMS)/ Kyriba, MMIS, MITS/MRPTS (real property), FACES (CFSA), and other major legacy systems will be considered during this initial Design phase.
- C.3.8.5 Project Management Services: The Contractor shall provide a Project Manager for the duration of the implementation project who will partner with the District's Project Management Office as the primary managers and coordinators for all implementation efforts.
- C.3.8.6 Functional/Process Area Team Services: The Contractor shall provide expertise and manage configuration in all functional areas in partnership with District subject matter experts and process area leads, with the understanding that District SMEs will make final business decisions. The Contractor functional consultants shall conduct knowledge transfer sessions, brown bags, and educate the District SMEs to support and advance the system through releases and adoption of new functionality after go-live of the DIFS.
- C.3.8.7 Technical Team Services: The Contractor shall lead, manage and coordinate all technical teamwork during Implementation. The Contractor shall assume that it is the manager for all integrations, interfaces, data conversions, custom reports, extensions and similar technical items agreed upon in the Statement of Work. 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. The initial scope for data conversions, integrations and interfaces has been provided as attachments

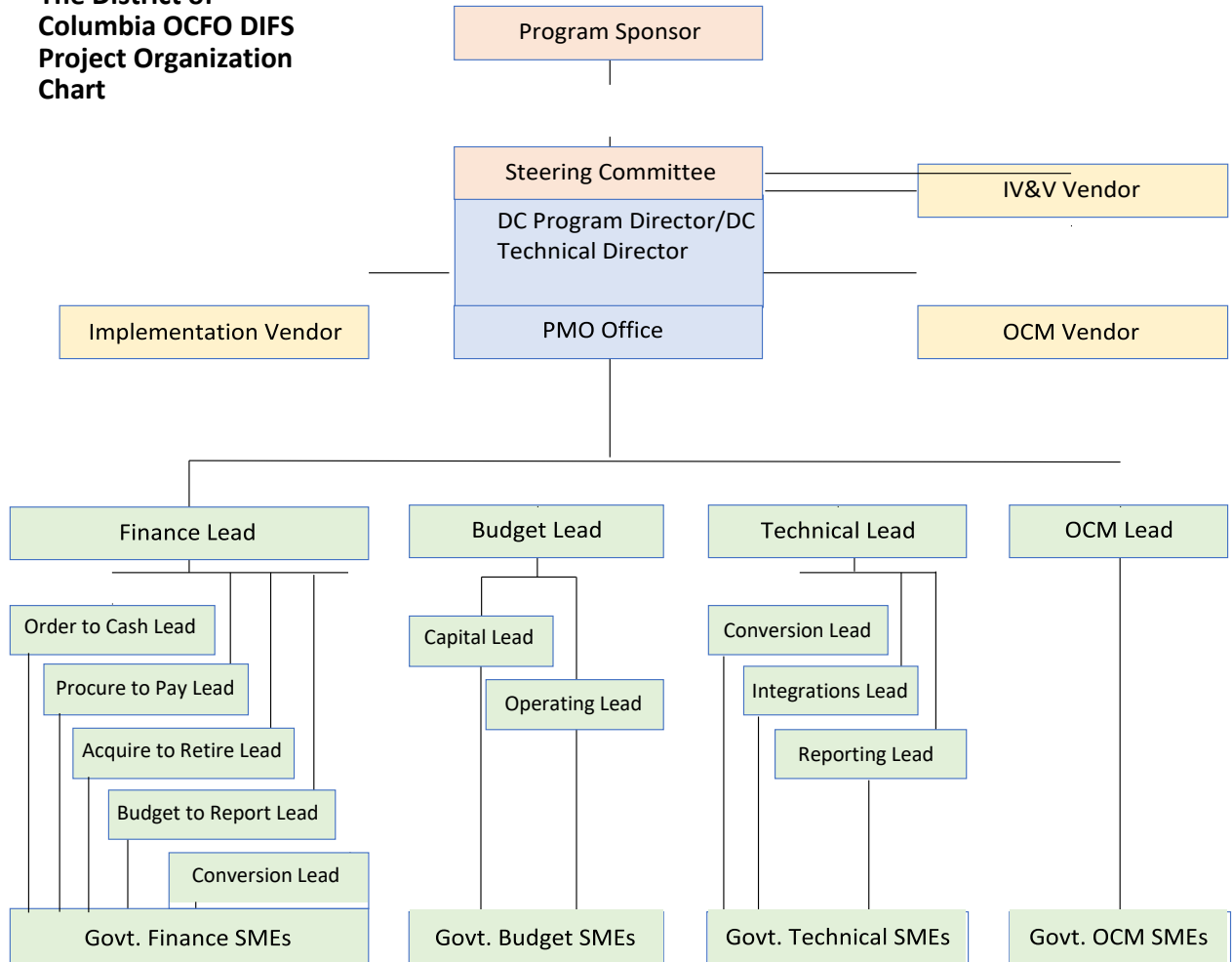
to this RFP (see RFP Section J). The action scope will be included in deliverables provided during Blueprint including the Integration and Conversion Strategy, the Fit/Gap Analysis and the Reporting Strategy. The District also expects that the timing of roll-out by agency of the new DIFS will require development of certain temporary or interim interfaces, and the Contractor shall be responsible for this development. The technical effort to analyze, design, code, conduct code review and code performance review, test and deploy these development items shall be included in the contractor's price. The Contractor shall provide code review, code performance review and unit test results for District review and approval. In addition, the Contractor shall be responsible for developing design documents, deployment documents, and coding standards. All design and development shall require sign-off from the District with timing as agreed upon during Blueprint.

- C.3.8.8 Organizational Change Management Services: All project services related to organizational change management, communications and end user training will be acquired by the District through separate procurements.
- C.3.8.9 The Contractor shall ensure that web-based collaboration/meeting tools and other enabling technology will be used extensively during the project. With the use of technology, there are technical activities that could be done by the Contractor off-site which is acceptable to the District. Assuming work resumes within physical offices, no more than 40% of the total project effort may be conducted off-site during the Implementation Phase and Operations Phase. During the Pre-Construction Phase, out of town resources will not travel to the District even if the District offices re-open following the closure due to COVID-19. During the Ramp-up Phase, travel will be very limited per the assumptions in J.25. Also, the project shall not use off-shore resources unless approved in advance by the District PM.
- 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). The District reserves the right to alter the on-site work schedule with one-week notice to the Contractor.
- C.3.8.11 The Contractor shall provide an implementation work plan to include to include implementation strategy by waves, operational support strategy by wave, Level 4 detail project task plan, resources loaded and leveled down to Level 4, anticipated deliverable milestones, timelines for review and approval of all documents including deliverables, decision documents, and work products, and a fixed not to exceed cost for the Implementation Phase of the project.

**C.3.9 Anticipated Project Organization**

C.3.9.1 The following chart provides a high-level governance and anticipated organizational structure for the District DIFS Project. The Contractor shall have, at the minimum, leads and SMEs corresponding to the District leads and SMEs (“two in the box” staffing).

**The District of Columbia OCFO DIFS Project Organization Chart**



C.3.9.2 The District will follow standard project management principles to secure executive sponsorship, system setup and configuration decisions, to-be business process approval, and to ensure effective planning of project activities and utilization of resources.

C.3.9.3 The Program Sponsor will be responsible for executive communications on project-related matters, providing executive input to the Steering Committee, and setting the high-level strategy for the project. The Program Sponsor will negotiate and determine the availability of District project resources as required.

- C.3.9.4 The Steering Committee members will be responsible for communications on project-related matters, providing input to the Project Management Office (PMO), disseminating project information within their organizations, and advocating for the implementation of approved standardized business processes and data across all agencies and departments. The Steering Committee will forward to the Contracting Officer any requests to approve all significant modifications to designed business processes and other significant changes to the system as delivered.
- C.3.9.5 The PMO will be led by the District Program Manager, who is a 100% dedicated critical resource. Working with the Implementation Services Project Manager and the OCM Services Project Manager, the Program Manager will also be responsible for making recommendations to the Steering Committee after reviewing all standardization and/or configuration of the DIFS as provided by the Functional/Process Area Teams. The PMO will also review and provide resolution to project issues submitted by the project team and, if needed, will submit/escalate project issues to the Steering Committee. The PMO ensures compliance with DIFS project goals, objectives, project management guidelines, project standards, project scope, quality management, project budget, reporting and documentation procedures. It ensures District project staff and Contractor resources are leveraged effectively across the project and reviews and recommends approval of project deliverables. Finally, the PMO is responsible for managing the project work plan and overall project budget, monitoring activities of the DIFS project team, timelines, issues and risks. This includes overall responsibility for reporting regularly on the status of project activities, milestones, and deliverables.
- C.3.9.6 The Technical and Functional/Process Area teams are comprised of subject matter experts that will be responsible for the design, development, standardization and/or configuration, and testing of business processes.
- C.3.9.7 The OCM team will oversee the organizational change management, communication and training needs of end-users. These teams will submit unresolved project issues to the PMO, as needed.
- C.3.9.8 The DIFS project will be overseen by an independent IV&V firm. The Implementation contractor and OCM contractor shall meet with the IV&V contractor and provide project information regarding status, progress, issue, and impediments to the IV&V firm on a regular basis throughout the implementation project.

**C.3.10 District Resources Provided**

- C.3.10.1 The District will provide workspace for Contractor's personnel to include utilization of District printers, copiers, workspace, network and internet access. The District will provide computer equipment for use by the Contractor's personnel to include laptops as necessary, and members of the Contractor's team shall conduct project-related business using the District's provided computers and network. The computer equipment provided uses the standard OCFO image that includes the Office 365 application suite and

OneDrive. Use of the government equipment and network remains subject to the policies and procedures established by the OCFO and/or District Government. The District will also provide a shared online repository (e.g., SharePoint) for the tracking and storage of all draft and final deliverables and work products produced throughout each phase of the Blueprint, Pre-Construction/Ramp-up, Implementation and Operations Phases. As required, the District will provide adequate facilities required for project meetings, project team training and end-user training.

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

### **C.3.11 Key Project Assumptions**

The key project assumptions are as follows:

- a. The DIFS project is a high priority of the District with corresponding commitment and support by all levels of management to include allocation of available resources and timely consensus and deadline-based decisions.
- b. The District is committed to updating its business processes and expects to use Oracle's delivered Business Processes as the starting point for business process workshop activities.
- c. Strong project governance standards will be applied equitably and fairly in a manner that ensures the opportunity for input by all District stakeholders.
- d. The District will establish a project management team with appropriate levels of experience and authority.
- e. The District will establish senior project leadership with the authority to make timely policy-level decisions to meet project needs and deadlines.
- f. There will be District FTEs and Contractor leads for each major functional/process areas and technical area identified within the project team organization.
- g. The District will assign fully (100%) dedicated staff to critical roles in the project.
- h. The District will commit sufficiently skilled District staff resources to the Project as reflected in an agreed upon work plan and staffing plan.
- i. The Contractor shall commit sufficient expert resources pursuant to the minimum mandatory qualifications to meet the Blueprint, Pre-Construction/Ramp-up, and Implementation project timeline and the requirements for post-implementation support and knowledge transfer to the District.
- j. The District can reach agreement on critical decisions such as business process configuration and whether gaps in functionality can be addressed through means other than software extensions.
- k. The existing legacy systems at the District-wide level will continue to operate as required throughout the deployment period.
- l. The District is responsible for engaging third-party vendors providing support to District systems to secure their timely participation in the project, thereby facilitating the coordination of all teams required for project activities.

- m. The District will provide validated data extracts for conversion and shall work jointly with the Contractor to map the data to the new system. The District will be responsible for validating and accepting the converted data and to perform needed post-data conversion adjustments.
- n. The Contractor shall manage the migration of configuration and transactional data between instances with the District's assistance. The District is responsible for validating all migrations and confirming environment readiness.
- o. Where the non-production environments exist, the District will provide the Contractor with access to those environments to allow the Contractor to test integrations and conversions.
- p. The Contractor shall provide testing scenarios for Systems Integration Testing and UAT and the District will be responsible for adding additional scenarios needed. The testing strategy proposed by the Contractor and accepted by the District will identify the need and scope of testing requiring real-life data.
- q. The District is responsible for managing sensitive data and will use Blueprinting to identify a strategy with the Contractor for creating a Confidential Information Management Plan (CIMP) to manage the introduction of such sensitive data into the non-production environments and to ensure the establishment of appropriate security roles and responsibilities to safeguard sensitive data.
- r. The District will be responsible for providing current SOD rules and working with Deloitte to configure roles and responsibilities in Oracle ERP and PBCS to meet the District's SOD policies or to provide compensating controls where SOD conflicts cannot be avoided.
- s. The District is responsible for the management of the District network and infrastructure.
- t. The District will be responsible for identity management ensuring the authentication of District personnel is enabled and configured to work with Oracle's Single Sign-On functionality
- u. UDC and Community College will not be included in the education cluster and will not be part of the DIFS implementation from a training and conversion perspective.

### **C.3.12 Project Timeline**

In keeping with the Key Project Assumptions (C.3.8) and the Project Timing (C.3.3) sections above, the District has a draft Project Planned Timeline (Attachment J.23) to illustrate the Blueprint Phase (C.3.3.1) and Implementation Phase (C.3.3.2).

## **C.4 MINIMUM QUALIFICATIONS**

C.4.1 The Contractor shall meet the following minimum qualifications:

1. Be licensed to do business in the District of Columbia or can provide a commitment on firm letterhead by an authorized signatory that the firm shall acquire the appropriate business license within thirty (30) calendar days of being selected as the awarded Contractor.

2. Be required to be a certified Oracle partner at the Premier level or higher.
3. Employ at least 750 Oracle Cloud Certified Practitioners including 150 Oracle Cloud Financials Certified Practitioners.
4. Demonstrate at least four (4) years' experience working with Oracle Cloud Applications.
5. Document experience implementing Oracle Cloud ERP for 25 clients or more.
6. Be required to show that it has completed, as primary provider of implementation services (more than 50% of implementation services to customer), at least three implementations of Oracle Cloud ERP for a customer that either (a) has more than \$3 Billion of operating budget in case of public sector entity including public/private university, or (b) \$10 Billion in revenue for commercial entities. In addition, each customer's implementation must have included at least 30 integration points and more than 500 users.
7. Be required to show that it has completed, as primary provider of implementation services (more than 50% of implementation services to customer), at least three Oracle Cloud ERP or Oracle EBS implementations for a U.S. public sector (federal, state, county or local municipality) customer that has more than \$3 Billion of operating budget. In addition, each customer's implementation must have included at least 30 integration points and more than 500 users.
8. Be required to show that it has completed, as primary provider of implementation services (more than 50% of implementation services to customer), at least three Hyperion or Hyperion Cloud implementations for a U.S. public sector (federal, state, county or local municipality) customer that has more than \$3 Billion of operating budget.
9. Be required to demonstrate knowledge of public sector accounting and financial processes by confirming that it was the primary provider of implementation services for a U.S. public sector (state, county or local) customer where the following critical functional processes were deployed: Budget to Report, Procure to Pay, Order to Cash, Acquire to Retire, Planning and Budgeting, and Grants Accounting.

3. **DELETE** Section G.8 in its entirety and **REPLACE** with the following:

#### **G.8 RETAINAGE**

Ten percent (10%) of each invoice for deliverables shall be held by the District as retainage. If a deliverable fails to meet its Specifications as defined in the Contract or any subsequent written agreement, as determined through the acceptance process outlined in Section E.2, the Contractor shall correct the non-conformance within thirty (30) days at no cost to the District as provided in Section E.2. The Contractor shall submit a separate invoice for the retainage release on the earlier of (a) (i) for retainage withheld during the Blueprint Phase, (ii) for retainage withheld during the Pre-Construction/Ramp-up Phase, after acceptance in accordance with Section E.2 of the final deliverable (the Updated Workplan) to be provided under Pre-Construction, (iii) for retainage withheld during the Implementation Phase, after acceptance, in accordance with Section E.2 of each Release



of the Implementation Phase, or (b) upon termination of the Contract, whichever is earlier. The Contractor shall track the cumulative retainage amount and display this amount on the invoices, until the retainage is released by the COTR's acceptance in accordance with Section E.2 of the final deliverable to be provided under each phase or wave, as applicable.

4. **DELETE** Section H.17 in its entirety and **REPLACE** with the following:

**H.17 KEY PERSONNEL**

- H.17.1 The substitution of key personnel during the evaluation period, prior to award, is prohibited. Substitutions of any kind, post proposal due date, but prior to award, is considered to be the equivalent of an alternate proposal and is prohibited.
- H.17.2 The Contractor shall make no substitutions of key personnel for their duration of their role on the project unless the substitution is directed by the Contracting Officer (District) or necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer immediately after the occurrence of any of these events. In the event any one of the Key Personnel becomes incapacitated, or ceases to be employed by the Contractor and therefore becomes unable to perform the functions or responsibilities assigned to him or her, the Contractor shall (i) notify the District immediately upon becoming aware of a need to replace a resource, (ii) within five business days, temporarily replace such person with another person properly qualified to perform the functions of such replaced person, and (iii) within twenty (20) business days, permanently replace such replaced person with another person approved by the District and properly qualified to perform the functions of such replaced person. The Contractor shall assign all key personnel identified in this section to complete all their planned and assigned responsibilities in connection with performance of the obligations of the Contractor under this contract. The unauthorized removal of key personnel by the Contractor in violation of this provision may be a material breach of contract. Resumes shall be submitted to the Contracting Officer for review by the District. The Contractor shall supply comparable qualified individuals to perform the work. All key personnel shall be approved by the District prior to making any permanent substitutions. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The contract will be modified to reflect any District approved changes of key personnel.
- H.17.3 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
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

H.17.4 During the Pre-Construction/Ramp-up Phase, the following Contractor roles shall be considered Key Personnel:

1. Project Advisor – Amy Tener
2. Project Manager – Scott Carroll
3. PPM SME – Rohan Patel
4. Budget SME – Sushant Deshpande

H.17.5 The Contractor shall ensure that persons assigned to the Key Personnel roles during the Pre-Construction/Ramp-up phase remain on the project as Key Personnel for the Implementation Phase.

5. The following attachments are hereby incorporated under Section J:

<b>Attachment Number</b>	<b>Document</b>
<b>J.25</b>	DIFS SI Option Year 1 Pricing and Assumptions

*[End of Modification 4]*