AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. Contract Number	Page of Pages	
CFOPD-19-C-038	1	6

2. Amendment/Modification Number	3. Effective Date	4. Requisition/Purchase Request No.	5. Solicitation Caption
Modification 8	See 16 C below		Oracle Financials Cloud and PBCS

6. Issued by: Code

Office of the Chief Financial Officer
Office of Contracts
1100 4th Street, S.W. Suite E620
Washington, D.C. 20024
202-442-7012

7. Administered by (If other than line 6)

8. Name and Address of Contractor (No. street, city, county, state and zip code)

DigiDoc, Inc.
510 Florida Ave., NW
Washington, DC 20001
Attn: Darryl Wiggins, CEO
Email: dwiggins@ps2g.us
202-299-1011

Code Facility

9A. Amendment of Solicitation No.

9B. Dated (See Item 11)

X 10A. Modification of Contract/Order No. CFOPD-19-C-038

10B. Dated (See Item 13) May 31, 2019

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If Required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

	A. This change order is issued pursuant to (Specify Authority)
	B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the DC Financial Responsibility and Management Assistance Authority.
	C. This supplemental agreement is entered into pursuant to authority of:
X	D. Other (Specify type of modification and authority) Exercise of Option - 27 DCMR, Chapter 2008 and Section F.2 – Options to Extend the Term of the Contract, contained in the contract

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return one copy to the issuing office.

14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)

The District intends to achieve the following with Modification 8:

This modification to the contract identified in Block 10A above, is hereby modified on the following pages.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

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)		16A. Name of Contracting Officer	
Darryl Wiggins - President		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 05/03/2022	16B. District of Columbia (Signature of Contracting Officer)	16C. Date Signed 05/09/2022

ITEM 1

Section B.5.4 OPTION YEAR THREE is deleted in its entirety and replaced with the following for the purposes of converting Option Year Two, PaaS licenses (CLINs 2023-2037) to Option Year Three, Universal Credit sku's (CLIN 3023):

B.5.4 OPTION YEAR THREE

CLIN	Description	Service Term Months	Part Number	Service Metric	Service Quantity	Monthly Price	Extended Price
3001	Fusion Financials Cloud Service	12	B86836	Hosted Employee	35,000	$0.77804	$326,776.80
3002	Fusion Expenses Cloud Service	12	B86838	Hosted Employee	35,000	$0.077804	$32,677.68
3003	Fusion Automated Invoice Processing Cloud Service	12	B86840	Hosted Employee	35,000	$0.077804	$32,677.68
3004	Fusion WebCenter Forms Recognition Cloud Service	12	B86841	Hosted Employee	35,000	$0.077804	$32,677.68
3005	Fusion Project Financials Cloud Service	12	B86850	Hosted Employee	35,000	$0.77804	$326,776.80
3006	Fusion Project Contract Billing Cloud Service	12	B86849	Hosted Employee	35,000	$0.622432	$261,421.44
3007	Fusion Grants Management Cloud Service	12	B86855	Hosted Employee	35,000	$0.38902	$163,388.40
3008	Fusion Purchasing Cloud Service	12	B86843	Hosted Employee	35,000	$0.622432	$261,421.44
3009	Fusion Supplier Portal Cloud Service	12	B86844	Hosted Employee	35,000	$0.622432	$261,421.44
3010	Fusion Advanced Financial	12	B86842	Hosted Employee	35,000	$0.155608	$65,355.36

CLIN	Description	Service Term Months	Part Number	Service Metric	Service Quantity	Monthly Price	Extended Price
	Controls Cloud Service						
3011	Fusion Advanced Access Controls Cloud Service	12	B89322	Hosted Employee	35,000	$0.311216	$130,710.72
3012	Fusion Financials Reporting Compliance Cloud Service	12	B86837	Hosted Employee	35,000	$0.155608	$65,355.36
3013	Fusion Advanced Collections Cloud Service	12	B86839	Hosted Employee	35,000	$0.155608	$65,355.36
3014	Additional Test Environment for Fusion Cloud Service	12	B84490	Each	14	$243.1375	$40,847.10
3015	Oracle Integration Cloud for SaaS-Enterprise	12	B91110	Million Messages Per Month	5	$1,208.4000	$0.00
3016	Enterprise Performance Management Enterprise Cloud Service	12	B91074	Hosted Named User	425	$181.50	$925,650.00
3017	Fusion for United States Government Cloud Service	12	B87366	Each	1	$486.275	$5,835.30
3018	Enterprise Performance Management for United States Government Cloud Service	12	B82309	Each	1	$4,537.50	$54,450.00

CLIN	Description	Service Term Months	Part Number	Service Metric	Service Quantity	Monthly Price	Extended Price
3019	Cloud Priority Support for SaaS-Base	12	B86669	Each	1	$1,192.5000	$14,310.00
3020	Cloud Priority Support for SaaS - (EPM)	12	B86668	Each	1	$8,083.35	$97,000.20
3021	Cloud Priority Support for SaaS – (ERP)	12	B86668	Each	1	$17,614.5917	$211,375.10
3022	Oracle Additional Application for Oracle Enterprise Performance Management Enterprise Cloud Service	12	B91077	Hosted Environment	12	$0.00	$0.00
3023	Oracle PAAS & IAAS Universal Credits	12	B88206	Monthly Universal Cloud	1	$7,430.63	$89,167.56
						Option Year Three Firm Fixed Price Total	**$3,464,651.42**

ITEM 2

Pursuant to Section F.2 – Options to Extend the Term of the Contract, the District hereby exercises Option Year 3 of the Contract for the period of May 31, 2022, through May 30, 2023. The funding for this period is in the Not to Exceed amount of $3,464,651.42. The cumulative value of the contract is hereby increased by $3,464,651.42 from $10,034,086.82 to $13,498,738.24.

ITEM 3

In conjunction with CLIN 3023, the Renewal Conversion for Universal Credits Funded Allocation Model Letter is hereby incorporated into the contract.

Exhibit A

Renewal Conversion for Universal Credits Funded Allocation Model Letter

Whereas:

- DC GOVERNMENT - OFFICE OF THE CHIEF FINANCIAL OFFICER (**"You"** or "**you**" or **"DC CFO"**) has previously acquired through Digidoc Inc. ("**Digidoc**" or "**Partner**") non-metered Cloud Services under Subscription IDs 7849135, 7849138, 7849137, 7849136, and 7849139 (the "**Previous Services**");

- You currently access and use Previous Services in Your existing "tenancy", as such term is defined in the Oracle PaaS and IaaS Universal Credits Service Descriptions, (the "**Existing Tenancy**");

- Oracle America, Inc. ("**Oracle**") has entered into a Cloud Services order (the "**FAM Order**") with Partner to distribute Oracle PaaS and IaaS Universal Credits under Funded Allocation Model (the "**FAM Cloud Services**") to You; and

- Oracle and You agree that, pursuant to the FAM Order, instead of renewing the Previous Services, the Partner will convert the Previous Services to the FAM Cloud Services for distribution to You in accordance with the terms and conditions of this Renewal Conversion for Universal Credits Funded Allocation Model Letter (the "**Letter**").

Accordingly, You acknowledge and agree to the following terms and conditions:

1. The Partner has informed You that the FAM Order is converting the Previous Services to the FAM Cloud Services identified in the agreement You enter into with the Partner for the purchase and distribution of such services.

2. The Cloud Services Start Date for FAM Cloud Services shall be five (5) business days prior to the last day of the Services Period for the Previous Services (the "**Previous Services End Date**").

3. Converting Previous Services to FAM Cloud Services requires Your strict adherence to the following steps:

    a. Execute and return your order with the Partner by May 16, 2022;
    b. Follow the instructions specified in the FAM Cloud Services "activation email" that your Cloud Services account administrator will receive from Oracle to create a new FAM Cloud Services account (the *Create New Cloud Account* option in the activation email) and **not** to activate services into an existing Cloud Services account (the *Activate into Existing Cloud Account* option in the activation email);
    c. Activate/set up Your FAM Cloud Services account **within three (3) business days** of the Cloud Services Start Date of FAM Cloud Services; and
    d. Notify the Oracle points of contact specified below, through the Partner, of the information requested in the table below within such three (3) business days.

4. **During the five (5) business days prior to Previous Services End Date,** You may not use any services under the FAM Cloud Services account; however, You may continue to use the Previous Services under the Previous Services account until the Previous Services End Date.

5. **After the Previous Services End Date:**

    a. You shall access and use the Existing Tenancy under the FAM Cloud Services account;
    b. You may **not** initiate new service instances in any new tenancy created under the FAM Cloud Services account; instead, You may initiate new service instances in the Existing Tenancy under the FAM Cloud Services account;
    c. You may continue to use the Previous Services account to manage your users and groups, if applicable; and
    d. The part numbers specified in the rate card of your FAM Order or in the Cloud Portal shall apply to Cloud Services, which may be different from the part numbers for the corresponding Cloud Services specified in the Previous Services order (for example, for "Oracle Integration Cloud Service - Enterprise - Government" Cloud Service with "5K Messages per Hour" metric, B90290 applies in the Previous Services order and B89640 applies under the FAM Order).

6. Notwithstanding the foregoing, if the day after the Previous Services End Date is a Saturday, Sunday, or a U.S. holiday, the conversion from Previous Services to FAM Cloud Services shall occur on the next business day; and you will not be invoiced for any use of the Previous Services on such Saturday, Sunday, and/or U.S. holiday.

7. Failure to comply with the above terms and conditions (including all applicable timing requirements) may result in Your Previous Services expiring without completing the conversion to the FAM Cloud Services; and should such expiration occur You understand the following:
    a. The conversion process described in this Letter will immediately terminate;

b. Continuing to access and use the Previous Services would require You to execute a new renewal order extending the Previous Services at Oracle's then-current list pricing for such Services (subject to any discounts Oracle may grant at the time of such renewal); and
c. Absent a new renewal order extending the Previous Services described in the preceding subsection 7(b), any use of FAM Cloud Services shall be limited to initiating new service instances in the new tenancy created under the FAM Cloud Services account and not in the Existing Tenancy.

8. Oracle will have no liability to You arising out of or relating to Your non-compliance with the terms and conditions of this Letter, including but not limited to liability that may arise from the expiration or interruption of the Previous Services described in paragraph 7 above.

The foregoing are not exclusive of any additional terms and conditions applicable to the FAM Cloud Services set forth in the agreement You enter into with the Partner for the purchase and distribution of such services.

Your Name:	DC GOVERNMENT - OFFICE OF THE CHIEF FINANCIAL OFFICER
Your Contact Name:	Anunaya Shrivastava
Your Contact Telephone:	+1 (202) 442-4968
Your Cloud Services Account Administrator E-mail:	Anunaya.shrivastava@dc.gov
CSI Number for Previous Services	23059233
Oracle Points of Contact	james.k.wells@oracle.com yeri.kim@oracle.com sinclair.vincent@oracle.com

You must provide the following information to Oracle Points of Contact within three (3) business days of Cloud Services Start Date of FAM Cloud Services:

Your Previous Services Data Center Region	North America
Your Previous Services Account Name	DCGOV
Your FAM Cloud Services Account Name	DCGOV

An authorized signatory for and on behalf of **DC GOVERNMENT - OFFICE OF THE CHIEF FINANCIAL OFFICER**

Drakus Wiggins
Name

Contracting Officer
Title

05/09/2022
Signature Date