

<b>AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT</b>		1. Contract Number CFOPD-18-C-006	Page of Pages 1   2	
2. Amendment/Modification Number  Modification No. 4	3. Effective Date  See 16 C below	4. Requisition/Purchase Request No.	5. Solicitation Caption  Kiosks	
6. Issued by:  Office of the Chief Financial Officer Office of Contracts 1100 4 <sup>th</sup> Street, S.W. Suite E610 Washington, D.C. 20024		Code	7. Administered by (If other than line 6)	
8. Name and Address of Contractor (No. street, city, county, state and zip code)  CityBase, Inc. 30 N LaSalle Street, #3400 Chicago, IL 60602 Attn: Michael Duffy, CEO Email: <a href="mailto:mduffy@thecitybase.com">mduffy@thecitybase.com</a>		9A. Amendment of Solicitation No.		
		9B. Dated (See Item 11)		
		10A. Modification of Contract/Order No.  X CFOPD-18-C-006		
		10B. Dated (See Item 13)      May 4, 2018		
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. <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 the DC Financial Responsibility and Management Assistance Authority.				
C. This supplemental agreement is entered into pursuant to authority of:				
X	D. Other (Specify type of modification and authority)      Section 1.8			
<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 this Modification is to add Payment Card and ACH Processing fees, and to clarify installation services in the subject contract as set forth on page 2.  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)  Alex Pedemonte, CTO		16A. Name of Contracting Officer  Dorothy Whisler Fortune, Esq., CPPO, Drakus Wiggins, CPPB, CPPO or Anthony A. Stover, CPPO		
15B. Name of Contractor  	15C. Date Signed  5/2/19	16B. District of Columbia  	16C. Date Signed  5-7-19	

BR

- A. **ADD** the following table to Sections B.3.4.2, B.3.4.3, B.3.4.4, and B.3.4.5 (Option Years One through Four):

C. Payment Card and ACH Processing Fees

Description	Unit Price	Unit	Not-to-Exceed Estimated Ceiling
Payment Card Fees	\$0.35	Each	\$20,000.00
ACH Fees	\$0.14	Each	\$10,000.00
		Total	\$30,000.00

- B. **DELETE** Section B.3.4.6 and **REPLACE** with the following:

B.3.4.6 Summary

Contract Period	Total Amount
Base Year	\$818,710.00
Option Year One	\$69,336.00
Option Year Two	\$69,336.00
Option Year Three	\$69,336.00
Option Year Four	\$69,336.00
Total	\$1,096,054.00

- C. In Section B **ADD** the following provision:

B.4 Payment Card and ACH Processing Fees

The COTR will monitor the burn rate against the Not-to-Exceed estimated ceiling stated in Section B.3.4 for each contract term and notify the Contracting Officer if, and when, the burn rate reaches seventy-five percent (75%) of the Not-to-Exceed ceiling for any contract term. The District will immediately provide written notice to the Contractor in the event (i) the burn rate reaches seventy-five percent (75%) of the Not-to-Exceed ceiling; and/or (ii) in the event the Not-to-Exceed ceiling has been reached ("Not to Exceed Notice"). Further, in the event the applicable Not-to-Exceed ceiling has been reached and Contractor has been so notified under (ii) above, the Contractor shall suspend services under the contract and shall have no obligation to provide such services whatsoever, unless and until the parties agree to extend or increase the Not-to-Exceed ceiling through an executed modification to the contract that increases the Not-to-Exceed ceiling and authorizes the Contractor to continue working. Notwithstanding the foregoing, the parties acknowledge and agree that Contractor will not have waived any cause of action arising from any Contractor's Fees set forth in Section B.3.4, or other liabilities imposed upon Contractor or Member by the Payment Brands or any other third parties as a result of processing any of the District's transactions under the contract regardless of whether any such amounts arising from the District's transactions exceed the Not-to-Exceed ceiling.

- D. **DELETE** Section C.5.1.1 and **REPLACE** with the following:

C.5.1.1 The Contractor shall provide kiosk installation services including the "white glove service", which covers delivery, placement of kiosk in District facility, and removal of packaging. The District will be responsible for securing the kiosk to the floor of the facility.

[End of Amendment 4]