
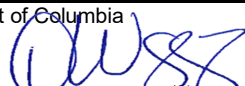


AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT		1. Contract Number CFOPD-19-C-047		Page of Pages	
				1	4 plus attachment
2. Amendment/Modification Number Modification 13		3. Effective Date See 16 C below		4. Requisition/Purchase Request No.	
				5. Solicitation Caption Treasury Management System	
6. Issued by: Office of the Chief Financial Officer Office of Contracts 1100 4 th Street, S.W. Suite E620 Washington, D.C. 20024 202-442-7012 - main			Code		
			7. Administered by (If other than line 6) Office of the Chief Financial Officer Office of Finance and Treasury 1101 4th Street, SW - Suite 850 West Washington, DC 20024 Office - 202-727-2469		
8. Name and Address of Contractor (No. street, city, county, state and zip code) Kyriba Corporation 4435 Eastgate Mall, Suite 200 San Diego, CA 92121-1980 Ashlee B. Hartman – Executive Director 919-601-3845 ahartman@kyriba.com			9A. Amendment of Solicitation No.		
			9B. Dated (See Item 11)		
			10A. Modification of Contract/Order No. X CFOPD-19-C-047		
			10B. Dated (See Item 13) June 28, 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					
X A. This change order is issued pursuant to (Specify Authority): 27 DCMR Chapter 2008 and Sections F.2 – Option to extend the Term of the Contract and I. – Changes					
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:					
D. Other (Specify type of modification and authority)					
E. IMPORTANT: 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 District intends to achieve the following with Modification 13: A. Pursuant to Section I.8 of the Contract the purpose of this contract Modification is to: 1. Revise Section B.4.6.5, Optional Items Price List to add CLIN 514, Payment Anomaly Detection Powered with the description, "The Contractor shall provide its Payment Anomaly Detection module to assist the District in evaluating planned payments to confirm the legitimacy of the payee and to reduce the risk of fraud." 2. Delete the price schedules Sections B.4.3-B.4.5 and replace with the Revised Sections B.4.3-B.4.5 as per the Attachment A to incorporate CLIN 509 Additional Consulting Services and CLIN 514 Payment Anomaly Detection Powered. 3. Add funding in the total amount of \$43,837.50 to Option Year 2 of the Contract. The new total amount for Option Year 2 is increased from \$485,922.76 to \$529,760.26. The cumulative value of the contract is hereby increased by \$43,837.50 from \$1,429,679.70 to an amount Not to Exceed \$1,473,517.20. 4. Add the requirements as specified in the Change Order documents attached. All other terms and conditions shall 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) Nikki Benedict			16A. Name of Contracting Officer Drakus Wiggins, CPPB, CPPO		
15B. Name of Contractor		DocuSigned by:  (Signature of person authorized to sign)	15C. Date Signed 2/15/2022	16B. District of Columbia  (Signature of Contracting Officer)	
				16C. Date Signed 02/16/2022	

Attachment A
Revised SECTION B.4.3-B.4.5

B.4 PRICE SCHEDULE

B.4.3 OPTION YEAR 2

CLIN	Item Description	Total Price
201	TMS Licenses	\$173,036.08
202	TMS Hosting, Maintenance, and Support	\$0
203	Sandbox Environment - SaaS Annual Fee	\$8,160.00
207	Bank Statement Forwarding - SaaS Annual Fee	\$8,160.00
501A	AP Payment Hub (Annual SaaS Fee)	\$89,582.40
502A	Payments Screening (Annual SaaS Fee)	\$39,000.00
503A	Fraud Module (Annual SaaS Fee)	\$49,464.00
504A	Additional Payment Primary Users (Lot)	\$10,200.00
505A	Additional Payment Secondary Users (Lot)	\$5,010.00
506A	Premium Support (Annually)	\$20,400.00
507	Premium Security Services	\$48,000.00
509	Additional Coordination of Third-Party Consulting Group (Estimated Total Price)	\$41,400.00
513	Business Intelligence Module	\$34,910.28
514	Payment Anomaly Detection Powered	\$2,437.50
Total for B.4.3		\$529,760.26

B.4.4 OPTION YEAR 3

CLIN	Item Description	Total Price
301	TMS Licenses	\$173,036.08
302	TMS Hosting, Maintenance, and Support	\$0
303	Sandbox Environment - SaaS Annual Fee	\$8,160.00
307	Bank Statement Forwarding - SaaS Annual Fee	\$8,160.00
501A	AP Payment Hub (Annual SaaS Fee)	\$89,582.40

502A	Payments Screening (Annual SaaS Fee)	\$39,000.00
503A	Fraud Module (Annual SaaS Fee)	\$49,464.00
504A	Additional Payment Primary Users (Lot)	\$10,200.00
505A	Additional Payment Secondary Users (Lot)	\$5,010.00
506A	Premium Support (Annually)	\$20,400.00
507	Premium Security Services	\$48,000.00
513	Business Intelligence Module	\$34,910.28
514	Payment Anomaly Detection Powered	\$5,850.00
Total for B.4.4		\$491,722.76

B.4.5 OPTION YEAR 4

CLIN	Item Description	Total Price
401	TMS Licenses	\$173,036.08
402	TMS Hosting, Maintenance, and Support	\$0
403	Sandbox Environment - SaaS Annual Fee	\$8,160.00
407	Bank Statement Forwarding - SaaS Annual Fee	\$8,160.00
501A	AP Payment Hub (Annual SaaS Fee)	\$89,582.40
502A	Payments Screening (Annual SaaS Fee)	\$39,000.00
503A	Fraud Module (Annual SaaS Fee)	\$49,464.00
504A	Additional Payment Primary Users (Lot)	\$10,200.00
505A	Additional Payment Secondary Users (Lot)	\$5,010.00
506A	Premium Support (Annually)	\$20,400.00
507	Premium Security Services	\$48,000.00
513	Business Intelligence Module	\$34,910.28
514	Payment Anomaly Detection Powered	\$5,850.00
Total for B.4.5		\$491,722.76

Change Order: SaaS Services Government of District of Columbia (Office of Finance and Treasury)

Company

Billing Information

Company Name Government of District of Columbia (Office of Finance and Treasury)

Billing Company Government of District of Columbia (Office of Finance and Treasury)

Address 1101 4th St SW Ste 800, Washington,DC, 20024-4461

Billing Address Office of the Chief Financial Officer Office of Finance and Treasury, Washington, DC, 20024-4461

Legal Representative eugenia collis

Contact Name eugenia collis

Phone +1.202.727.3382

Phone +1.202.727.3382

Email eugenia.collis@dc.gov

Email eugenia.collis@dc.gov

1. ADDITIONAL SaaS SERVICES SUMMARY

USERS AND MODULES SERVICES

Fraud Management	Unit	Quantity
PC09-0007 Payment anomaly detection powered by AI	Module	1
Monthly Application fees		USD 487.50
Summary		
Monthly Application fees		USD 487.50
Monthly recurring fees		USD 487.50

The price of the services mentioned above are exclusive of all applicable taxes or duties.

2. EFFECTIVE DATES & TERM

2.1 Change Order Effective Date is the date of the Customer signature.

2.2 Subscription Start Date is based on the following:

- Date of Customer signature is between the 1st and 15th of the month, then Subscription Start Date is the 15th of such month
- Date of Customer signature is between the 16th and end of the month, then Subscription Start Date is the 1st of the following month

2.3 Term: This Change Order term is coterminous with the Agreement the parties previously entered into on for the provision of SaaS Services as referenced or included in the previous Order Schedule.

3. FINANCIAL TERMS

3.1. Billing Proration of Change Order: The initial invoice for SaaS Services Fees ordered pursuant to this ChangeOrder is prorated to reflect the period starting on the Subscription Start Date through the next billing anniversary date. Thereafter, all SaaS services will be charged on the applicable billing anniversary date.

4. Terms for payment anomaly detection powered by AI

In connection with Customer's subscription to Fraud Management module, Customer agrees, acknowledges and accepts that:

- a) it should not rely solely upon the reports provided by Fraud Management module when determining whether a payment is legitimate, and it should conduct its own investigations into any payment activity that it deems suspicious;
- b) it should conduct its own fraud screening program and implement its own fraud preventions controls;
- c) Kyriba cannot guarantee that Fraud Management module will identify all instances of payment fraud or any other payment irregularities;
- d) the Fraud Management module utilizes, among other things, payments related data supplied by Customer in connection with its use of the Kyriba platform; and
- e) Kyriba makes no warranty or representation about and disclaims all liability for the accuracy, timeliness or effectiveness of any reports, alerts or other information derived from, or issued in connection with, the Fraud Management module.

5. Terms of Execution

This Change Order is governed by the terms and conditions of Contract No. CFOPD-19-C-047 (the "Agreement") the parties previously entered into on for the provision of SaaS Services as referenced or included in the previous Order Schedule. Any defined terms not otherwise defined herein shall have the meanings set forth in the Agreement. Except to the extent otherwise expressly set forth in this Change Order, the terms of the Agreement shall remain in full force and effect. The parties hereto acknowledge having read this Change Order and agree to be bound by its terms.

IN WITNESS WHEREOF, the parties hereto have each caused this Change Order to be signed and delivered by their duly authorized representatives, all as of the Effective Date.



For Customer

For Kyriba Corp.

02/16/2022

2/15/2022

Date

Date

Drakus Wiggins

Nikki Benedict

First and Last Name

First and Last Name

Contracting Officer

VP Finance, Corporate Controller

Title

Title

6388AD9314A241E...

Signature

Signature

Change Order: Consulting Services

Government of District of Columbia (Office of Finance and Treasury)

01-05-2022

Company

Billing Information

Company Name Government of District of Columbia (Office of Finance and Treasury)

Billing Company Government of District of Columbia (Office of Finance and Treasury)

Address 1101 4th St SW Ste 800, Washington, DC, 20024-4461

Billing Address Office of the Chief Financial Officer Office of Finance and Treasury, Washington, DC, 20024-4461

Legal Representative eugenia collis

Contact Name eugenia collis

Phone +1.202.727.3382

Phone +1.202.727.3382

Email eugenia.collis@dc.gov

Email eugenia.collis@dc.gov

1. ADDITIONAL CONSULTING SERVICES SUMMARY

The additional Consulting Services are the following:

Description	Hours	Amount
Technical Consultant	97	19,400.00
Project Manager	38	7,600.00
Functional Consultant	72	14,400.00

Total **USD 41,400.00**

The price of the services mentioned above are exclusive of all applicable taxes or duties. For clarity, the hours the “Additional Consulting Services” has been priced utilizing the CLIN 509 (Additional Consulting Services at a fixed rate of \$200/hr) but the hours quoted in this Change Order are in addition to the one hundred fifty hours originally quoted in the Agreement (defined below).

2. Terms of Execution

This Change Order is governed by the terms and conditions of the Contract No. CFOPD-19-C-047 (the “Agreement”) the parties previously entered into for the provision of consulting services as referenced or included in the previous Order Schedule. Any defined terms not otherwise defined herein shall have the meanings set forth in the Agreement. Except to the extent otherwise expressly set forth in this Change Order, the terms of the Agreement shall remain in full force and effect. The parties hereto acknowledge having read this Change Order and agree to be bound by its terms.

IN WITNESS WHEREOF, the parties hereto have each caused this Change Order to be signed and delivered by their duly authorized officers, all as of the date of the last signature set forth below.

For Customer

For Kyriba Corp.



Date 02/16/2022

Date 2/15/2022

First and Last Name Drakus Wiggins

First and Last Name Nikki Benedict

Title Contracting Officer

Title VP Finance, Corporate Controller

Signature 

Signature 
6388AD9314A241E...

Purchase Order Information

Purchase Order required: Yes / No

Purchase Order Number _____

Accounts Payable Contact Name _____

Purchase Order Amount _____

Accounts Payable Contact Email _____

CLIENT NAME: Government of District of Columbia

Contract Type: Time & Materials

1 CHANGE ORDER DETAILS

The Purpose of this change order is for additional Kyriba professional service hours for Government of DC for the items listed below.

Bank Connectivity

Principal Financial Group has acquired the Institutional Retirement and Trust (IRT) division of Wells Fargo. The client would like to add connectivity for PFG.

Kyriba will connect all banks in scope to retrieve daily bank statements and to issue payments through the Kyriba SaaS Services Connectivity Hub.

The Connectivity Hub will integrate all bank standards (BAI, BAI1, BAI2 MT 940 and 942) and support the main communications protocols for the Kyriba SaaS Services. Kyriba does not support MT535 & 536 imports via the connectivity hub. Investment accounts may need to be imported via CSV.

Kyriba performs the following controls to guarantee data integrity:

- Test the file delivery and structure of all bank connections
- Check Bank connection status
- Reference, balance continuity, and duplicate entry control
- Integration, rejection, un-reconciled bank transfer analysis
- Variance analysis between the account statement balance and calculated balance.

Implementation of bank connectivity can take approximately 6-8 weeks following each individual initial bank call. It is important to note that bank connection timelines vary due to response times from banks and internal bank protocols, which Kyriba may not have direct control over.

Bank Connectivity Automation Setup

This step includes Kyriba Connectivity Hub implementation, which will enable communication exchanges with banks: Kyriba will

establish direct FTP Connections with the following banks:

- Institutional Retirement and Trust (prior day)
- Bank Of New York
- Bank of America
- City First Bank
- FVC Bank
- Industrial Bank
- Main Street Bank
- National Capital
- PNC Bank
- Premier Bank

- Revere Bank
- Select Bank and Trust
- Sandy Spring Bank
- TD Bank
- US Bank
- Wilmington Trust

Kyriba will establish SWIFT connections via Kyriba's concentrator with the following bank:

- BB &T
- Eagle Bank
- M&T Bank
- SunTrust
- United Bank
- Fulton Bank

Once the initial call is set up, Kyriba will work directly with the bank to determine the proper IP addresses and mailbox set up to receive the statements on a regular basis.

In the unlikely event that a bank cannot connect via FTP or SWIFT for reporting, Kyriba will work with the bank and Customer to determine the best method to gather the necessary data and incorporate into the daily balance. This will require a change order and potentially an additional cost.

For SWIFT reporting connections, Kyriba will provide sample e-mail and letter templates for the Customer to use to contact their account manager to initiate SWIFT reporting.

In the case of payments, two-way communications will be established in order to initiate payments and receipt of the proper acknowledgements.

PAYMENTS AND PAYMENT FACTORY

The client would like to implement additional payment scenarios for the banks listed below along with a payment acknowledgement status export to Oracle. There will be no additional training on the payments module for the scope of this change order. If any additional training is required, another change order will be required for additional Kyriba Professional Services hours.

Please refer to the Payments Matrix for specific test scenarios related to payments. Where the existing Kyriba bank format in use needs to be modified or created, Kyriba will develop that format in accordance with format development lifecycle Kyriba will conduct one Production Validation Test (PVT) or Penny test for each payment scenario in the Payment Matrix.

Kyriba will set up the following payment types:

- Domestic Wires
- Domestic ACHs
- Domestic Checks

Payment Scenarios in scope:

- Wells Fargo: Two (2) test scenarios
- JPM: Two (2) test scenarios
- Citibank: One (1) test scenario

Kyriba Change Order Details

Kyriba Change Order Details

Interfaces in Scope:

- One (1) unique file structure for export
- One (1) payment file export from Kyriba to Oracle (Automated)

Disclaimer: All imports and exports must be in a Kyriba-accepted format. All data and file Transformation will be the responsibility of the client. Payment status is contingent on the Acknowledgements available from each bank.

The payment scenarios considered to be in scope for the project are defined in the matrix. A payment scenario is defined as being the unique combination of bank + payment type + originating country + destination country. Kyriba will assist Customer to successfully test one Production Validation Test (PVT) or Penny test for each payment scenario in the payment matrix. Customer will lead testing for PVT. When the destination country is designated as "multiple", Kyriba will do a maximum of 2 successful tests and train the Customer to do the remaining countries.

If Customer requires Kyriba to conduct additional testing scenarios a change order will be issued. If a specific payment type is not readily available in the Kyriba library, Kyriba will develop that format. The timeline to deliver that new format can take up to 4 months.

Based on the Kyriba Sanctions and Export Control Policy there are some countries where Kyriba would not engage with some banks and transactions for those banks related to payments. These banks and/or scenarios would be considered out of scope.

Payment Anomaly

Kyriba will extract historical payment instructions to its Machine Learning tool to allow for Payment Anomaly Detection on future payments.

Kyriba will configure one (1) payment anomaly detection rule.

Professional Services Fees

Contract Type: Time & Material.

This change order is estimated at 357 hours for the additional Professional Services scope. The budget shall not exceed 400 hours without prior written consent from the Client.

All services described in this Change Order must be used within six (6) months from date of signature to avoid expiration.

Kyriba Change Order Details

Payment Matrix

BANK GROUP	BIC OR BANK BRANCH	MODE	OPERATION TYPE	INITIATING BANK BRANCH COUNTRY	DESTINATION BANK BRANCH COUNTRY	COUNTRY SPECIFIC	SIGNATURE / WORKFLOW	FORMAT NAME	COMPLIANT TO STANDARD	FORMAT TYPE / Content Standard
WELLS FARGO		Kyriba to Bank - Generation Domestic	Check	US United States of America	US United States of America	N/A	Not required			
WELLS FARGO		Kyriba to Bank - Generation Domestic	Transfer Not urgent (3rd Party or Payroll)	US United States of America	US United States of America	ACH - CTX (next day)	Not required	Payment Manager XML	Compliant to Wells Fargo Specification PM_Spec_XML_2014_10_1	High confidence format score
CITIBANK		Kyriba to Bank - Generation Domestic	Transfer Not urgent (3rd Party or Payroll)	US United States of America	US United States of America	ACH - CTX (next day)	Not required	XML Pain / Citibank	Compliant to XML UNIFI 2002 CGI Standard	High confidence format score
JPMC		Kyriba to Bank - Generation Domestic	Transfer Not urgent (3rd Party or Payroll)	US United States of America	US United States of America	ACH - CTX (next day)	Not required	XML Pain 001.001.03	Compliant to XML UNIFI 2002 CGI Standard	High confidence format score
JPMC		Kyriba to Bank - Generation Domestic	Transfer Urgent (3rd Party or Treasury)	US United States of America	US United States of America	FEDWIRE (same day)	Not required	XML Pain 001.001.03	Compliant to XML UNIFI 2002 CGI Standard	High confidence format score