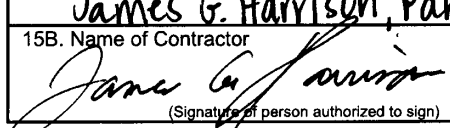


| | | | | | | |
|--|---|--|--|---|--|--|
| AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT | | | 1. Contract Number CFOPD-21-C-001 | Page of Pages 1 4 | | |
| 2. Amendment/Modification Number Modification 5 | 3. Effective Date See 16 C below | 4. Requisition/Purchase Request No. | 5. Solicitation Caption GenTax Maintenance & Support Services | | | |
| 6. Issued by: Office of the Chief Financial Officer Office of Contracts 1100 4 th Street, S.W. Suite E620 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) FAST Enterprises, LLC 7229 S. Alton Way Centennial, CO 80112 Attn: James Harrison businessteam@fastenterprises.com (877) 275-3278 | | 9A. Amendment of Solicitation No. | | 9B. Dated (See Item 11) | | |
| | | X | 10A. Modification of Contract/Order No. CFOPD-21-C-001 | | 10B. Dated (See Item 13) July 1, 2021 | |
| | | | 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 3601.2(c) Agreements of the Parties and Section I.8 Changes of the Contract. | | | | | |
| | 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 <u>1</u> copies 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 #5: | | | | | | |
| 1. Add Section B.5.2.1 Option Year 2 Pricing, as follows in Attachment A, that applies the Option Year CPI Adjustment in accordance with Section B.5.3 and adds the price for Core21 Upgrade Implementation. 2. Add Section C.3.XXIII Core21 Upgrade Implementation, as follows in Attachment B, to the GenTax Maintenance & Support Services Requirements. 3. This Modification is at no cost as the Option Year 2 Pricing and the Core21 Upgrade Implementation services will be effective and funding appropriated with the exercise of the Option Period through an authorized contract modification. | | | | | | |
| 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) James G. Harrison, Partner | | 16A. Name of Contracting Officer Drakus Wiggins, CPPB, CPPO | | | | |
| 15B. Name of Contractor  (Signature of person authorized to sign) | | 15C. Date Signed 5-16-2023 | | 16B. District of Columbia Drakus Wiggins (Signature of Contracting Officer) | | |
| | | | | 16C. Date Signed 05/23/2023 | | |

Attachment A

1. Section B.5.2.1 Option Year 2 Pricing is hereby added as follows:

B.5.2.1 Option Year 2 Pricing (July 1, 2023, through June 30, 2024)

| CLIN | Description | | Total Price |
|------|---|--------------------------------|------------------------|
| 21 | Level 1 Annual Maintenance | | \$1,758,960.00 |
| 22 | Centralized Tech Support (CTS) | | \$357,288.75 |
| 23 | Hosting Systems | | \$1,781,319.75 |
| 24 | Fraud Detection Maintenance Service (FDS) | | \$339,765.11 |
| 25 | Resource Support Services (NTE) | | \$4,653,328.68 |
| | Full Time Equivalent (FTE) Resource Quantity | Hourly Rate per FTE | |
| 25a | 10+ FTE Offsite | \$197.88 | |
| 25b | 10+ FTE Onsite | \$203.38 | |
| 25c | 5-9 FTE Offsite | \$203.38 | |
| 25d | 5-9 FTE Onsite | \$208.88 | |
| 25e | 1-4 FTE Offsite | \$208.88 | |
| 25f | 1-4 FTE Onsite | \$214.37 | |
| 26 | Core21 Upgrade Implementation | | \$2,500,000.00 |
| | Total | | \$11,390,662.29 |
| | Applied Discount per Section B.5.4 | | -\$200,000.00 |
| | Total Estimated Option Year 2 | | \$11,190,662.29 |

| | Optional Item Description | Price |
|----|-----------------------------|----------------|
| 27 | Level 3 – Add On to Level 1 | \$3,487,138.20 |

Attachment B

2. Section C.3.XXIII Core21 Upgrade Implementation is hereby incorporated as follows:

XXIII Core21 Upgrade Implementation

1. The Core21 implementation shall start January 2, 2024, and roll out September 30, 2024. This implementation will span Option Year 2, from July 1, 2023, through June 30, 2024, and Option Year 3, July 1, 2024, through June 30, 2025, and shall be invoiced quarterly over the Project implementation period (January 2024 thru December 2024).
2. The total cost of Core21 Upgrade Implementation is \$5,000,000; split evenly between Option Year 2 and Option Year 3.
3. The Core21 Upgrade Implementation shall utilize resources from CLIN 25 (Resource Support Services) as well as FAST dedicated resources from CLIN 26 (Core21 Upgrade Implementation) for Core21. Resource Support Services shall maintain Production Support ensuring changes will function as part of Core21 as well as actively working on the Core21 implementation. OCIO will prioritize requests that will have an impact on financial, customer service, or legislative deadlines to mitigate or reduce risks to the Core21 Upgrade Implementation.
4. To ensure Core21 Implementation will roll out by September 30, 2024, the Contractor shall begin preparatory activities with Resource Support Services and District staff prior to the start of Core21 implementation.
5. The Contractor shall at a minimum utilize eight (8) FAST resources that shall be dedicated for Core21 Implementation. These additional resources are to support the upgrade only. At most one (1) dedicated resource for the Core21 Implementation will not have a requirement of GenTax experience. The remaining dedicated Core 21 Resources shall have at least eighteen (18) months experience with GenTax, working at one (1) or more Contractor sites unless mutually agreed and approved by the Director, TSG.
6. The Contractor shall provide at least two (2) dedicated trainers, who are not subject to the experience requirements, to deliver full training of the system and not limited to changes from the Core21 Upgrade.
7. The following mandatory features of Core21 Upgrade shall be implemented during the ten (10) month implementation timeline:

| Area | Description | Impact |
|------------|---|--------|
| Customer | Dashboard Redesign a) Maximize use of available space b) 360° tabs c) Customizable user experience with focused tabs | MED |
| e-Services | Payment Authorization a) Replacement of current payment web request functionality b) Support for different payment origins such as ACH debit or credit card without the need for site processing c) Web notice expiration capabilities | HIGH |
| Job Stream | Logging Enhancements | LOW |

| | | |
|--------------|---|------|
| | a) New scan job metrics for stopped and restarted jobs | |
| Learning | Class Monitoring a) New monitoring tab for quick access to attendee snapshots | LOW |
| Security | Tokenization a) Sensitive data elements such as IDs and banking information are no longer stored with other identifiable information in application tables b) Tokens are required for the application to retrieve or display sensitive, non-tokenized data elements | HIGH |
| Technical | Visual Basic to C# Conversion a) Core language transition from Visual Basic to C# b) Active, site business objects must be converted, verified, tested and deployed | HIGH |
| Technical | Managed Payments a) Convert payments from Traditional Payments to Managed Payments b) Active, site business objects must be converted, verified, tested and deployed to use the Managed Payments engine | HIGH |
| Tools | Configuration Check Bulk Select a) Configuration check bulk resolutions | LOW |
| Tools | Slice Run Dates a) Run date recommendations for existing slices | LOW |
| Transactions | History for Custom Rate Changes a) New tab detailing custom rate change history b) A new tab was created for showing custom rate changes. | LOW |
| Web Docs | Sidebar Navigation Search b) New navigation tools allowing users to quickly move to any area of the system from the sidebar | LOW |
| Web Docs | Web Doc Visual and Usability Enhancements a) Web doc visual enhancements b) Replacement of help mode with contextual help | MED |

8. The following are requirements for Core21 Upgrade Implementation:

- a. Mandatory features from Section C.3.XXIII(7) shall be implemented;
- b. Existing functionalities in MITS version 12 shall work as expected in Core21;
- c. The Contractor's implementation methodology and tools shall be used;
- d. Training shall include end-user overview training of all components; and
- e. The District shall be responsible for the following:
 - i. Identifying dedicated business analysts and testers
 - ii. Helping define and review business requirements
 - iii. Verifying base configuration
 - iv. Verifying development
 - v. Assisting with change/impact analysis
 - vi. Creating test scenarios
- vii. Business testing

- viii. End-to-End testing
 - ix. Application security testing
 - x. Assisting with cutover
 - xi. Assisting with deskside support
9. There shall be a warranty period of three (3) months after the Core21 Implementation. The warranty period includes assisting with deskside support and working corrections to fix issues found from the Upgrade.
10. Payments for the Core21 Implementation shall follow a quarterly schedule.

| Quarter | Amount |
|-------------------------------------|---------------|
| January 1, 2024 – March 31, 2024 | \$1,250,000 |
| April 1, 2024 – June 30, 2024 | \$1,250,000 |
| July 1, 2024 – September 30, 2024 | \$1,250,000 |
| October 1, 2024 - December 31, 2023 | \$1,250,000 |