

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT		1. Contract Number		Page of Pages	
		CFOPD-21-C-001		1	5
2. Amendment/Modification Number Modification 11		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)	
Code		Facility		10A. Modification of Contract/Order No. CFOPD-21-C-001	
				10B. Dated (See Item 13) July 1, 2021	
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					
X		A. This change order is issued pursuant to (Specify Authority): 27 DCMR Chapter 3601.2(c) Agreements of the Parties and Section 1.8 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 27 DCMR, Chapter 3601.3			
		C. This supplemental agreement is entered into pursuant to authority of:			
		D. Other (Specify type of modification and authority):			
E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return <u>one (1)</u> 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 #11:					
1. Replace Section B.5.2 Option Year 3 with the revised Section B.5.2 Option Year 3 provided in Attachment A to update the description of CLIN 33 to "Hosting Systems – FHS Managed Services on Commercial Cloud (Cloud 2.0 with SQL Server)".					
2. Amend Section C.3.XVI, Service Level Agreement as provided in Attachment B to update subsections with revised requirements in conjunction with Amazon Web Services (AWS) Direct Connect.					
3. This Modification is at no cost 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)		16A. Name of Contracting Officer Drakus Wiggins, CPPB, CPPO			
15B. Name of Contractor		15C. Date Signed		16B. District of Columbia Signature of Contracting Officer)	
(Signature of person authorized to sign)				16C. Date Signed	

ATTACHMENT A

B.5.2 Option Year 3 Pricing (July 1, 2024, through June 30, 2025)

CLIN	Description		Total Price
31	Level 1 Annual Maintenance		\$1,831,077.36
32	Centralized Tech Support (CTS)		\$371,937.59
33	Hosting System - FHS Managed Services on Commercial Cloud (Cloud 2.0 with SQL Server)		\$1,854,353.86
34	Fraud Detection Maintenance Service (FDS)		\$353,695.48
35	Resource Support Services (NTE)		\$4,844,115.16
	Full Time Equivalent (FTE) Resource Quantity	Hourly Rate per FTE	
35a	10+ FTE Offsite	\$205.99	
35b	10+ FTE Onsite	\$211.72	
35c	5-9 FTE Offsite	\$211.72	
35d	5-9 FTE Onsite	\$217.44	
35e	1-4 FTE Offsite	\$217.44	
35f	1-4 FTE Onsite	\$223.16	
36	Core21 Upgrade Implementation -Capital		\$2,500,000.00
	Total		\$11,755,179.44
	Applied Discount per Section B.5.4		-\$200,000.00
	Total Estimated Option Year 3		\$11,555,179.44

	Optional Item Description	Price
37	Level 3 – Add On to Level 1	\$3,630,110.87

ATTACHMENT B

Item 1. Section C.3.XVI, Service Level Agreement is hereby amended to update the following subsection to incorporate the below requirements.

6. Recovery Time Objective (RTO) timeframes are monitored and reported on during the annual DR testing.
 1. **Public Cloud Primary DR** - RTO shall be under 15 minutes The environment server resources and cloud services are spread across two or more Availability Zones (AZ) and therefore are resilient in the event one of the AZs in use is lost. The database instances noted below are configured in a redundant fashion across AZs with data being committed synchronously. If one AZ or one of the database instances becomes unavailable, the database management system will recover within 15 minutes without any manual intervention.
 2. **Public Cloud Secondary DR** - The RTO is 12 hours or less. The actual time taken will generally be much lower and is reported on during the standard annual DR exercise.

Item 2. Section C.3.XVI, Service Level Agreement is hereby amended to update the following subsection to incorporate the below requirements.

7. Recovery Point Objective (RPO) timeframes are monitored and reported on in the SLA Report
 1. **Public Cloud Primary DR** - RPO is zero (0) due to utilizing multiple AZs within a single cloud region with database instances configured in a synchronous fashion across the AZs. This DR primary approach will protect against the loss of an entire AZ, each of which is comprised of multiple data centers.
 2. **Public Cloud Secondary DR** - Maximum RPO is less than or equal to four hours.
 3. **FHS Internal RPO** - The FAST Hosting Services (FHS) internal RPO target is set lower and varies based on data change rates and the replication technology capabilities. Change rates are lower during business hours and larger during database maintenance and automated batch processing. This means that the actual RPO experienced is very close to the low target set during business hours but can be higher during periods with database maintenance and significant load from automated batch processing.

Item 3. Section C.3.XVI, Service Level Agreement is hereby amended to update the following subsection to incorporate the below requirements.

14. Private connectivity is no longer FHS' responsibility and will leverage a District-owned Amazon Web Services (AWS) Direct Connect. The Contractor shall implement the transition to FHS Managed Services on Commercial Cloud (Cloud 2.0 with SQL Server) within six (6) months of the District providing the AWS Direct Connect. The Contractor shall engage with the District to present the needs to OCTO on AWS Direct Connect.

Item 4. Section C.3.XVI, Service Level Agreement is hereby amended to update the following subsection to incorporate the below requirements.

16. Service Level Metrics Reporting: The Contractor shall measure performance against SLA targets as follows:

1. Measure performance against targets daily,
2. Calculate quarterly averages for performance for each metric, and
3. Report on averages in quarterly performance reports to the District.
 - a. The following will apply to the quarterly performance reports:
 - i. SLA commitments for the Production environment are computed and reported over the course of each calendar quarter. When applicable, the figures are computed to exclude scheduled downtime, force majeure events, and outages outside the control and scope of FHS services. Following a disaster recovery failover execution, RTO SLA commitments are subsequently suspended for up to 45 days while DR replication is reestablished.
4. Once operating in Production, a quarterly SLA report is provided to the client within 10 business days after the end of each period. The report describes the defined service-level commitments for the period covered and includes the realized service levels.

Item 5. Section C.3.XVI, Service Level Agreement is hereby amended to update the following subsection to incorporate the below requirements, as the original metrics no longer apply.

17. The District shall use the following formulas to calculate SLA metrics on a quarterly basis:

Metrics	Calculation
1. Production Uptime-Internal applications	(Hour application is available to users per quarter) divided by (total business hours per quarter)
2. Production Uptime-External applications	(Hour application is available to users per quarter) divided by (total days in the quarter)
3. Production RPO	Number of hours of data lost in an outage event
4. Production RTO	Time per outage event from declaration of outage to restoration of service

Item 6. Section C.3.XVI, Service Level Agreement is hereby amended to update the following subsection to incorporate the below requirements.

18. Service Level Credits

1. The failure of FHS to achieve any of the service levels shall constitute a Service Level Failure. Upon the occurrence of any Service Level Failure, FHS shall issue to the agency a credit, and shall otherwise be liable to the agency, in the amount set forth in the table below (“Service Level Credits”).
2. FHS shall notify the agency if the agency becomes entitled to a Service Level Credit in the quarterly performance reports. The total amount of Service Level Credits to which the agency is entitled each quarter shall be reflected on the invoice issued following the quarter during which the Service Level Credit(s) was earned as an offset of the fees otherwise due by the agency to FHS. Upon request, and in the agency’s sole discretion, FHS may be required to issue a refund of Service Level Credits to the agency.

3. In addition to its termination rights, the agency may, in its sole discretion, terminate FHS services without further obligation to FHS in the event FHS fails to achieve any of the required service levels for (a) three (3) consecutive quarters, or (b) any three (3) quarters during a consecutive twelve (12) month period.
4. Notwithstanding the foregoing limitations, this section shall not prohibit the agency from pursuing any other remedies available, at law, in equity, or otherwise as a result of the failure of FHS to meet applicable service levels required under this SLA.

Item 7. Section C.3.XVI, Service Level Agreement is hereby amended to update the following subsection to incorporate the below requirements.

19. Metrics and Service Level Credits

Metrics	Performance Target	Service Level	Service Level Credits
User Response Time	<= 2 seconds	95%	For failing to meet the user response time requirement for a given calendar quarter, 2% of the quarterly hosting fees for every 1% below the required service level.
Availability	99.9%	N/A	For failing to meet the uptime requirement for a given calendar quarter, 2% of the quarterly hosting fees for every 0.1% below the required service level.
Recovery Time Objective (RTO)	<= 12 Hours	N/A	For failing to meet the Recovery Time Objective following a major incident, 2% of the quarterly hosting fees for every hour beyond the required service levels.
Recovery Point Objective (RPO)	<= 4 Hours	N/A	For failing to meet the Recovery Point Objective following a major incident, 2% of the quarterly hosting fees for every hour beyond the required service levels.