

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT		1. Contract Number CFOPD-17-C-009		Page of Pages	
				1	1 plus Attachments
2. Amendment/Modification Number Modification # 11		3. Effective Date See 16 C below		4. Requisition/Purchase Request No.	
				5. Solicitation Caption Merchant Processing 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			7. Administered by (If other than line 6)		
8. Name and Address of Contractor (No. street, city, county, state and zip code) Chase Paymentech 14221 Dallas Parkway Dallas, Texas 75254 732-757-0135 (p) Code Facility			9A. Amendment of Solicitation No.		
			9B. Dated (See Item 11)		
			X 10A. Modification of Contract/Order No. CFOPD-17-C-009		
			10B. Dated (See Item 13) May 19, 2017		
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) 27 DCMR Section 3601					
E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return one (1) 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: A. The Contractor shall implement a Prior Day BAI file via direct transmission for the Office of Finance and Treasury under the existing KYRIBA platform for the two existing JP Morgan accounts in accordance with the attached Statement of Work and pricing (Attachment A). B. The Authorization for Vendor Access (Host to Host/File Transfer Services) agreement is hereby incorporated into the contract as Attachment B. C. 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) Matthew P. Leman, Executive Director			16A. Name of Contracting Officer Anthony A. Stover, CPPO		
15B. Name of Contractor Paymentech, LLC		15C. Date Signed 8/27/2021		16B. District of Columbia  (Signature of Contracting Officer)	
 (Signature of person authorized to sign)				16C. Date Signed September 1, 2021	

Elizabeth Martinez
Vice President, Onboarding Specialist
Government Banking

Good Afternoon,

Below please find your balance and transactions file transmissions setup information. Please review and reply if anything needs to be changed.

This Statement of Work is confirmation that for this project, we will be implementing a Prior Day BAI file via transmission, for the District of Columbia Government under the existing platform KYRIBA for the two JPMorgan bank accounts ending in xx9038 and xx8865.

Next steps

Since we are leveraging an existing connection, KYRIBA, and moving straight into Production I will be providing the file naming conventions shortly. Once I provide the new file name, I will monitor the activity and notify you once the first live file is sent.

We're here to help

Please let me know if you have any questions. We appreciate your business and look forward to working with you.

Connectivity for File Transmission

Status Existing Connection

Connectivity ID KYRIBA

Balance and Transaction File Transmission

Account number(s) ***9038, ***8865

Report Type Prior Day Reporting

File Format BAI2 - Direct Transmission Standard

Schedule Event Driven - All JPM Reporting is Available

Pricing

- \$18.00 per account per month
- \$0.04 per transaction reported in the BAI2 file

Document Checklist | **JPMORGAN CHASE BANK, N.A.**

14 July 2021
District of Columbia Government
1101 4TH ST STE 850 WEST
WASHINGTON, DC 200244462
USA

Thank you for choosing JPMorgan Chase for your banking needs. Below is a list of documents contained in this package that pertain to the products and/or services you have requested, with instructions for each document.

In striving to deliver best-in-class service, we encourage you to complete and return any of the attached documentation requiring signature within **5 business days** from the day you receive this package. Please let us know if there is any way we can assist you. We understand that on occasion this timeline cannot be met due to other priorities, the complexity of requirements, and/or the availability of authorized signatories. In such cases we kindly ask that you advise us when we can anticipate receipt of the documentation or if there is any additional support we can provide. Timely receipt of the documents enables us to better complete your request in the desired timeframe.

For your protection, where documents in this package are being sent as e-mail attachments and have been pre-filled, the account and/or SSN/TIN number has been truncated to the last 4 digits, or the documents have been encrypted and may require a password to open.

We at JPMorgan Chase are fully committed to meeting your banking needs. We are happy to answer any questions you may have regarding the attached documents. If you need assistance, please do not hesitate to call.

Kind regards,

Elizabeth Martinez
Elizabeth.x2.martinez@jpmorgan.com

	Document Name	ID	Instructions
☐	Service Terms for Vendor Designation for Host-to-Host/File Transfer Services	1	For Reference Only
☐	Authorization for Vendor Access (Host-to-Host (H2H)/File Transfer Services)	2	Complete, Sign, Return



SERVICE TERMS FOR VENDOR DESIGNATION FOR HOST-TO-HOST/FILE TRANSFER SERVICES

V1.3_12_06_19

The following Service Terms for Vendor Designation for Host-to-Host/File Transfer Services (these “**Service Terms**”) govern arrangements where the Customer authorizes JPMorgan Chase Bank, N.A. and any of its affiliates or subsidiaries (the “**Bank**”) to allow a third party entity designated in an Access Request (as defined below) (a “**Third Party**”) to exchange with the Bank security keys or other security credentials with respect to a connectivity channel (a “**Connectivity Channel**”), and to exchange information through such Connectivity Channel on behalf of the Customer. The Customer may request the Bank provide such access to a third party by submitting an access request form acceptable to the Bank (an “**Access Request**”). By submitting an Access Request to the Bank, the Customer agrees to the following terms.

1. The Customer confirms that the Third Party is authorized by the Customer to exchange with the Bank security keys or other security credentials with respect to a Connectivity Channel. In addition, the Customer confirms that the Third Party shall be authorized to submit any payments, transfers, instructions and communications (“**Instructions**”) through the Connectivity Channel on behalf of the Customer that the Bank is authorized by the Customer to receive, including instructions against the Customer’s account(s) held with the Bank (the “**Accounts**”), and to receive balance and transaction information (including without limitation, account statements, information reporting and transaction advices) in relation to the Accounts through the Connectivity Channel. The Bank is authorized to act upon any Instruction that it receives from the Third Party on behalf of the Customer, regardless of the identity of the individual transmitting the Instruction and without any further authority from or reference to the Customer, if the Bank reasonably believes that such Instruction was transmitted by the Third Party or if such Instruction is verified pursuant to the agreed upon security procedure, and notwithstanding that such Instruction may result in an overdraft of an Account.
2. The Third Party shall be deemed a Security Administrator (“**SA**”) for all purposes (excluding only those provisions that explicitly apply solely to one or more channels that are not the Connectivity Channel) under the J.P. Morgan Treasury Services Electronic Channels Service Terms (the “**Electronic Channels Service Terms**”), notwithstanding the requirement set forth therein that the Customer designate two individuals as SAs. As SA, the Third Party is authorized to add, update or delete security keys and to receive, exchange and distribute all notices, documents and correspondence from the Bank, in each case on behalf of the Customer, pursuant to the Electronic Channels Service Terms. Without limiting the foregoing, the Bank is authorized to exchange security keys with, and otherwise respond to requests to add, update or delete security keys from, any individual indicated on the records of the Bank, or otherwise reasonably determined by the Bank, to be a representative of the Third Party (each, a “**Security Administrator Representative**”). The Bank shall validate any request from the Third Party (other than Instructions via the Connectivity Channel) by e-mail, telephonic or other method of confirmation with a Security Administrator Representative, provided that if a Security Administrator Representative submitted such request, the Bank shall validate such request by confirmation with another Security Administrator Representative. The Customer agrees that such process for identifying and validating a Security Administrator Representative is commercially reasonable. The Customer shall be solely liable for damages or losses resulting from the designation of a Security Administrator Representative, whether or not such individual was actually designated by the Customer, the Third Party or the Bank, and the Customer agrees to be bound by Instructions, whether or not authorized, if issued in the name of the Customer using the process set forth herein.
3. Notwithstanding anything to the contrary in these Service Terms (i) the Bank shall under no circumstances be liable for indirect, special, punitive, or consequential damages or losses regardless of the form of action and even if the Bank has been advised of the possibility of such damages or losses; and (ii) the Customer, subject to the limitations set forth in Section B.3 of the contract, shall reimburse the Bank on demand at all times against any losses, costs, claims, damages, liabilities and expenses (including, without limitation and to the fullest extent permitted by law, legal fees) that it may suffer or incur directly or indirectly because the Bank has acted on what it believed to be an Instruction from the Third Party or Security Administrator Representative or because of anything done under or as contemplated by these Service Terms. Notwithstanding the foregoing, the Bank shall not be reimbursed for any losses, costs, claims, damages, liabilities and expenses to the extent resulting directly from its own gross negligence, willful misconduct or fraud.
4. The Customer acknowledges that the account terms and conditions of the Bank from time to time applicable to the Accounts (the “**Account Terms**”) and the Electronic Channels Service Terms shall apply to Account transactions, including the issuance of Instructions as contemplated hereunder. The Customer agrees to be bound by the Electronic Channels Service Terms, the receipt of which is hereby acknowledged. Instructions given by the Third Party shall be deemed to be instructions or communications given on behalf of the Customer for purposes of the Account Terms.
5. The Customer acknowledges that any revocation of the Access Request by the Customer will not terminate the Bank’s ability to receive Instructions from the Third Party on behalf of the Customer, and that the Customer is solely responsible for effectuating the revocation with the Third Party. The Customer is solely responsible for updating the Bank if the contact information for the Third Party changes or if the Customer terminates its relationship with the Third Party.
6. These Service Terms are governed by and shall be construed in accordance with the laws of the country in which the relevant Account is located. With respect to Accounts maintained in the United States, these Service Terms shall be construed in accordance with the laws of the District of Columbia (without regard to its conflicts of law rules).

Applicable only to Accounts in Spain

7. In the case of Accounts with JPMorgan Chase Bank, Sucursal en España, Madrid, the Customer hereby represents and warrants that its signatory has specific authority to delegate his/her powers (facultad de delegación) to the Third Party.

Applicable only to Accounts in Italy

8. In the case of Accounts with JPMorgan Chase Bank, N.A., Milan branch, the Customer hereby expressly and specifically approves, for the purposes of Article 1341(2) of the Italian Civil Code, clauses 3 and 6 of these Service Terms.



AUTHORIZATION FOR VENDOR ACCESS (HOST-TO-HOST/FILE TRANSFER SERVICES)

V1.3_12_06_19

Each of the Customers set forth below hereby authorizes the Bank, as defined in the Service Terms for Vendor Designation for Host-to-Host/File Transfer Services (the "Service Terms"), to provide to the Third Party set forth on this Authorization Form the rights set forth in the Service Terms. Each Customer hereby agrees to be bound by the Service Terms and the J.P. Morgan Treasury Services Electronic Channels Service Terms, the receipt of which is hereby acknowledged.

CUSTOMER		
Name of Customer(s) (Each, a "Customer") District of Columbia Government	Customer(s) TIN (if applicable) 536001131	
AUTHORIZED THIRD PARTY		
Name of Authorized Third Party: Kyriba	Third Party TIN (if applicable)	
Third Party SWIFT BIC Codes (if applicable)	Phone # (main line): 855-597-4880	
Street Address: 4435 Eastgate Mall Suite 200	City: San Diego	State, Zip: CA, 92121

SIGNATURES OF CUSTOMER(S)	
Each of the persons signing this authorization represents and warrants that he or she is an authorized signatory for each Customer set forth above.	
Signature 	Date September 1, 2021
Name of Signatory (Signatory must be an authorized signer for each Customer) Anthony A. Stover, CPPO	Contracting Officer
Second signature (if required)	Date
Name of Second Signatory (Signatory must be an authorized signer for each Customer)	
GE ID (If applicable—to be completed by the Bank) DISTCOLUMB	