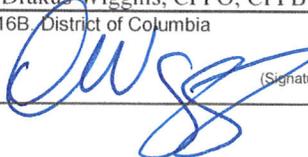


AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT			1. Contract Number CFOPD-14-C-031		Page of Pages 1 6		
2. Amendment/Modification Number Modification 13		3. Effective Date See block 16C Below		4. Requisition/Purchase Request No. Funding Certification		5. Solicitation Caption Modernized Integrated Tax System (MITS)	
6. Issued by: Office of the Chief Financial Officer Office of Contracts 1100 4 th Street SW, Suite E610 Washington, DC 20024				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, Partner Email: jharrison@fastenterprises.com Telephone: 877-275-3278				9A. Amendment of Solicitation No.			
				9B. Dated (See Item 11)			
				10A. Modification of Contract/Order No. X CFOPD-14-C-031			
DUNS 17-047-2414 FEIN 13-3758609				10B. Dated (See Item 13) July 2, 2014			
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. Offerors 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) completing Items 8 and 15 and returning _____ copies of the amendment; (b) acknowledging receipt of this amendment on each copy of the offer submitted; or (c) 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 change may be made by letter, telegram 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)							
Encumbrance Codes:							
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 3601.2(c) The changes set forth in Item 14 are made in the Contract/Order No. in Item 10A.							
B. The above numbered Contract/Order is modified to reflect the administrative changes (such as, changes in paying office, appropriation date, etc.) set forth in Item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.3.							
C. This supplemental agreement is entered into pursuant to authority of:							
D. Other (Specify type of modification and authority) F.2: Option to Exercise Period of Performance.							
E. IMPORTANT: Contractor is <input checked="" type="checkbox"/> OR is not <input type="checkbox"/> required to sign this document and return <u>1</u> copy to the issuing office.							
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)							
<p style="text-align: center;">This modification to the contract identified in Block 10A above, is hereby modified as follows in Items 1 - 3:</p> <p style="text-align: center;">ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED</p> <p>Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A remain unchanged and in full force and effect.</p>							
15A. Name and Title of Signer (Type or print) James G. Harrison - Authorized Signatory				16A. Name of Contracting Officer Drakus Wiggins, CPPO, CPPB			
15B. Name of Contractor  (Signature of person authorized to sign)		15C. Date Signed February 7, 2019		16B. District of Columbia  (Signature of Contracting Officer)		16C. Date Signed 06/19/19	

1. Pursuant to 27 DCMR Chapter 2008 and Section F.1.2 – Option Period, contained in the contract, the District hereby exercises Option Year One and Option Year Two in the total amount of \$12,674,467 for the period of July 02, 2019 through July 01, 2021 to cover the upgrade of Annual Maintenance to Level 3, Hosting Services, and additional resources as follows:
 - A. The Contractor shall provide an upgrade of the Annual Maintenance to Level 3 maintenance and support, as specified in the Contractor’s BAFO proposal dated January 28, 2014, during the periods of Year 1 Annual Maintenance-Level 3 (July 02, 2019 – July 01, 2020) in the total amount of \$2,652,500 and Year 2 Annual Maintenance-Level 3 (July 02, 2020 – July 01, 2021) in the total amount of \$2,979,167. The Annual Maintenance shall include the maintenance and support services for the Fast Data Services LLC Fraud Solution.
 - B. The Contractor shall provide Hosting Services, as specified in Contract Modification No. 2, for the period of July 02, 2019 through July 01, 2021, in the total amount of \$2,550,000.
 - C. The following resources are hereby ordered from the Contractor, in accordance with Sections B.3.2.2 and B.3.3.2 of the Contract, from July 02, 2019 to July 01, 2021 in the total estimated amount of \$4,492,800.
 - I. The Contractor shall provide the following Labor Categories and Staffing Level Quantities for the Estimated Number of Hours:

CLIN	Labor Category	Hourly Rate	Staffing Level Qty	Estimated Number of Hours	Total Estimated Amount
CLIN 2	Application Architect Software Package Consultant	\$180	1	4,160	\$748,800
CLIN 8	Programmer/Analyst	\$180	5	4,160	\$3,744,000
TOTAL AMOUNT					\$4,492,800

II. The Period of Performance for the task is: July 02, 2019 to July 01, 2021.

III. Payment for this task will be made on actual hours incurred.

IV. Scope of the additional resources is as follow:

- a) The Contractor shall submit to the District resumes for the additional resources upon the District’s request. The District may interview the additional resources at no extra charge. The timing and whether the interview will be conducted in person or by phone will be mutually agreed upon.
- b) The resources shall be selected by the Contractor. Contractor may replace the resources with thirty (30) days written notice to the District or within another mutually agreed upon timeframe.

- c) In case the District is not satisfied with the performance of a resource, the Contractor shall provide a replacement within a 30 days' written notice from the District or a timeframe mutually agreed upon.

Qualifications and Skills for Programmer/Analyst

- d) The minimum qualifications for the Programmer/Analyst are as follow:
 - i. Exhibit clear communication
 - ii. Be able to work and effectively prioritize in a dynamic environment
 - iii. Efficiently works independently
 - iv. Be able to participate on a team, establish and maintain effective working relationships
 - v. Be able to analyze business processes and provided recommended design decisions
 - vi. Understands when to escalate issues
 - vii. Knowledgeable in VB.Net
 - viii. Knowledgeable of practices and principles in:
 - 1. SQL Server or Oracle DBMS
 - 2. FAST Solution Request Manager (SQR)
 - 3. FAST Reference Table Editor
 - 4. FAST Doc Editor
 - 5. FAST Code Repository (FCR)
 - 6. FAST Code Solution Management
 - 7. FAST Reference Table Compare
 - 8. FAST Migrations
 - 9. FAST Delivery Workbench
 - 10. FAST Content
 - 11. FAST Report Editor/Management
 - 12. FAST Mail Editor/Management
 - 13. FAST Customer Copy
- e) The Programmer/Analyst shall have the skills to provide the following tasks. The District will prioritize the tasks.
 - i. On-call production support
 - ii. Coordination with the FAST Development Center
 - iii. Gather business requirements and provide recommended design decisions for SQRs, legislative changes, annual forms, and revenue enhancement programs.
 - iv. Perform configuration and assist District development team with configuration
 - v. Perform application development
 - vi. Provide best practice recommendations
 - vii. Perform tuning for system performance

Qualifications and Skills for Application Architect Software Package Consultant

- f) The minimum qualifications for the Application Architect Software Package

Consultant are as follows:

- i. Exhibit clear communication
 - ii. Be able to work, assign resources and effectively prioritize in a dynamic environment
 - iii. Efficiently works independently
 - iv. Be able to participate on a team, establish and maintain effective working relationships
 - v. Be able to analyze business processes and provided recommended design decisions
 - vi. Understands when to escalate issues
 - vii. Knowledgeable in VB.Net
 - viii. Knowledgeable of practices and principles in:
 1. SQL Server or Oracle DBMS
 2. FAST Solution Request Manager (SQR)
 3. FAST Reference Table Editor
 4. FAST Doc Editor
 5. FAST Code Repository (FCR)
 6. FAST Code Solution Management
 7. FAST Reference Table Compare
 8. FAST Migrations
 9. FAST Delivery Workbench
 10. FAST Content
 11. FAST Report Editor/Management
 12. FAST Mail Editor/Management
 13. FAST Customer Copy
 - ix. Ability to manage FAST Programmer/Analyst resources
 - x. Understand GenTax architecture
 - xi. Understand and able to follow FAST Implementation Methodology
- g) The Application Architect Software Package Consultant shall have the skills to provide the following tasks. The District will prioritize the tasks.
- i. Prioritization and management of solution requests (SQR) in conjuncture with OCIO Management
 - ii. Prioritization and management of legislatively prescribed changes, including annual form changes, in conjuncture with OCIO Management
 - iii. Prioritization and management of OTR revenue enhancement programs in conjuncture with OCIO Management
 - iv. Prioritization and management of system exceptions and interventions (ensure SQR creation and timely research and correction)
 - v. Perform configuration and code reviews for both FAST and District staff and verify recommended coding standards are followed
 - vi. Communicate effectively with Executives, IT and Business staff
 - vii. Perform database maintenance, analysis and review
 - viii. Perform unit testing and support system and end-to-end testing
 - ix. Follow and enforce change control and configuration management processes
 - x. Communicate effectively with IT and Business staff
 - xi. Provide supplemental user, developer, or operator training
 - xii. Assist security staff with documentation and implementation of processes and

- procedures to ensure compliance with District, OCIO and IRS security controls
- xiii. Other consulting and services requested by the District and agreed to by FAST onsite management

2. Section B.3.2.1 of the Contract is replaced as follows and Section B.3.3.1 is replaced by “RESERVED”:

B.3.2.1 OPTION PERIOD PRICING (JULY 02, 2019 – JULY 01, 2021)		
CLIN	DESCRIPTION	FIXED PRICE
10	YEAR 1 ANNUAL MAINTENANCE-LEVEL 3 (JULY 02, 2019 – JULY 01, 2020)	\$2,652,500
11	YEAR 2 ANNUAL MAINTENANCE-LEVEL 3 (JULY 02, 2020 – JULY 01, 2021)	\$2,979,167
12	MITS HOSTING SERVICES (JULY 02, 2019 – JULY 01, 2021)	\$2,550,000
13	ADDITIONAL RESOURCES (PER MODIFICATION NO. 13)	TOTAL ESTIMATE PRICE \$4,492,800
TOTAL PRICE		\$12,674,467

3. Section B.3.2.3 is hereby added as follows:

Section B.3.2.3 Payment Schedule

The Contractor shall invoice in accordance with the following Payment Schedule table for each of the payment milestones.

CLIN	Payment Milestone	Invoice Amount
Annual Maintenance-Level 3		
10	Year 1	\$2,652,500
11	Year 2	\$2,979,167
12 Hosting Services		
12A	Hosting Services on 9/30/2019	\$350,000
12B	Hosting Services on 12/31/2019	\$350,000
12C	Hosting Services on 3/31/2020	\$362,500
12D	Hosting Services on 6/30/2020	\$362,500
12E	Hosting Services on 9/30/2020	\$362,500
12F	Hosting Services on 12/31/2020	\$362,500
12G	Hosting Services on 3/31/2021	\$375,000
12H	Hosting Services on 7/1/2021	\$375,000

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13	Additional Resources	Estimated (Total Not-to-Exceed)
13A	Additional Resources on 9/30/2019	\$561,600
13B	Additional Resources on 12/31/2019	\$561,600
13C	Additional Resources on 3/31/2020	\$561,600
13D	Additional Resources on 6/30/2020	\$561,600
13E	Additional Resources on 9/30/2020	\$561,600
13F	Additional Resources on 12/31/2020	\$561,600
13G	Additional Resources on 3/31/2021	\$561,600
13H	Additional Resources on 7/1/2021	\$561,600
	TOTAL	\$12,674,467