

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT		1. Solicitation Number CFOPD-23-R-044		Page of Pages	
				1	3 plus Attachments
2. Amendment/Modification Number Amendment No. 1	3. Effective Date See Box 16C	4. Requisition/Purchase Request No.	5. Solicitation Caption 529 College Savings Plan		
6. Issued by: Code _____ Office of the Chief Financial Officer (OCFO) Office of Contracts 1100 4 th Street SW Suite E620 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) ALL POTENTIAL OFFERORS Code _____ Facility _____		X			
		9A. Amendment of Solicitation No. CFOPD-23-R-044			
		9B. Dated (See Item 11) September 22, 2023			
		10A. Modification of Contract/Order No.			
		10B. Dated (See Item 13)			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input checked="" 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 a <u>1</u> written copy 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.					
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 (1) copy to the issuing office.					
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) The above referenced solicitation to provide 529 College Savings Plan is hereby amended to incorporate the following changes: A. The District's responses to Offeror questions received (Attachment A). B. The closing date of the Solicitation is hereby extended to 2:00pm, EST, November 14, 2023. ALL OTHER TERMS AND CONDITIONS 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		
			Anthony A. Stover, CPPO		
15B. Name of Contractor		15C. Date Signed	16B. District of Columbia		16C. Date Signed
					October 26, 2023
<small>(Signature of person authorized to sign)</small>		<small>(Signature of Contracting Officer)</small>			

Attachment A

CFOPD-23-R-044 – 529 College Savings Plan

Set forth below are the District's responses to Offeror questions:

1. For sections E.1.2(a) through (m) – Inspection of Supplies, please clarify how this section is applicable to the provision of services for the DC College Savings Plan.

Response: This section may not be applicable for the required services and can be discussed prior to contract award.

2. For section E.1.3 – Inspection of Services, please clarify the scope of an inspection system that would be acceptable to the District in relation to the provision of services for the DC College Savings Plan.

Response: This can be discussed prior to contract award.

3. For sections H.4.6, H.4.9 and H.4.10, please clarify how these warranties are applicable to the provision of services for the DC College Savings Plan.

Response: These sections may not be applicable for the required services and can be discussed prior to contract award.

4. For section H.7 – Background Investigations, note that information needed to conduct background checks on Contractor and subcontractor employees may be subject to certain confidentiality or privacy statutes and limitations. If the Contractor conducts its own background checks on its employees, would the District waive or modify the requirements these requirements? In relation to the Integrity and Ethics training, if the Contractor provides such training in-house, would the District waiver or modify this requirement?

Response: This can be discussed prior to contract award.

5. For section H.10 – Cybersecurity Awareness Training, if the Contractor provides such training in-house, would the District waive or modify this requirement?

Response: This can be discussed prior to contract award.

6. For section K.3 – Terms and Conditions Certification and section L.9 – Award of Contract, please confirm whether the final contract will be negotiable to the extent that certain sections may not be applicable to the types of services contemplated by this proposal, as well as other modifications that reflect industry standards and best practices.

Response: The Offeror can provide exceptions/deviations that can be discussed prior to contract award.

7. For section L.15 – Restriction on Disclosure and Use of Data, can a redacted version of the proposal be submitted to identify confidential information?

Response: Yes.

8. The Plan currently includes an Ameritas Funding Agreement within its investment lineup. Is there a penalty to discontinue the Funding Agreement and if so, what is the dollar amount of this penalty?

Response: Yes, see Ameritas Funding Agreement part F, Sections 21 and 22. (See Appendix A). The dollar amount of the penalty is \$38.8 Million.

9. How many accounts have been charged an annual account maintenance fee in the past year? Please break down by in-District vs. out of District, and provide the total fees collected.

Response: 17,970 accounts, totaling \$198,552.50, were charged a maintenance fee in 2022. Out of this total, 14,113 were residents, 3,857 were non-residents.

10. Is the incoming program manager expected to pay any outgoing program manager costs such as conversion costs?

Response: Yes.

11. Please provide the percentages of accounts that use electronic delivery for statements, confirms, plan disclosures, and tax reports.

Response: E-Delivery: Statements (79.94%), Confirms (84.95%), Tax Forms (73.04%).

12. Please provide monthly incoming mail volumes for the past year, broken out by regular mail and overnight deliveries.

Response: In 2022, there were 159 enrollments and 3,119 transactions processed via paper.

13. Please provide a full year of transaction activity, by transaction type and method (e.g., online/mail), broken out by month.

Response: See Appendix B – DC529 2022 Transactions

14. Please provide a full year of enrollment data (online vs. mail), broken out by month.

Response: See Appendix C - DC529 Enrollments by Channel 2022

15. Is live account owner chat functionality in place today?

Response: No.

16. In addition to the State Fee, does the State currently receive compensation from the current program manager to support any state functions, including but not limited to scholarships and marketing campaigns? If so, how much?

Response: No. The District of Columbia does not receive compensation from the current Program Manager.

17. Please provide the amount of the annual marketing commitment from the current Program Manager for 2022 & 2023.

Response: \$200,000.00 per year.

18. What is the size of the local field team? Is the cost of the field team borne by the District or by the Program Manager? Please indicate the total cost of staffing the field team.

Response: One Field Rep at \$122,000.00 per year. The cost of the field team is borne by the District.

19. Regarding the “Stakeholders Report” referenced in Section C.5.5.5.3.c, are the costs for distribution of this report covered by the annual marketing commitment?

Response: Yes.

20. We note the contract with Ameritas expires in April 2027. Are there any restrictions in the contract on fully redeeming the Principal Protected portfolio assets (both in the stand-alone option as well as the portions within the year of enrollment options) and mapping them to a new option, in the event a new program manager is selected, and an asset transition occurs?

Response: Yes. See Appendix A – Ameritas Funding Agreement Part F, Sections 21 and 22.

21. Regarding the Annual Financial Statement/Audit referenced in Section C.5.5.5.3.b, can you confirm that the costs of such audit are borne by the District?

Response: The cost is borne by the plan assets.

22. It doesn't seem that Section E applies to this procurement, could you confirm?

Response: This can be discussed prior to contract award.

23. For clarification, could you confirm if the reference in Section F.3.4 to report described in Section I.30 should actually be referring to a report described in Section I.31?

Response: Yes. The report described in Section F.3.4 refers to the report described in Section I.31.