

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT		1. Solicitation Number CFOPD-24-R-033		Page of Pages	
				1	Attachments
2. Amendment/Modification Number Amendment No. 3	3. Effective Date See Box 16C	4. Requisition/Purchase Request No.	5. Solicitation Caption Delinquent Debt Collection Services		
6. Issued by: Office of the Chief Financial Officer Office of Contracts 1100 4 th Street SW Suite E620 Washington, DC 20024		Code	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-24-R-033		
			9B. Dated (See Item 11) August 12, 2024		
			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 type="checkbox"/> is extended. <input checked="" 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) Administrative					
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return 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 Delinquent Debt Collection Services is hereby amended to incorporate changes (Attachment A) and respond to inquiries received (Attachment B). 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		
			Drakus Wiggins CPPB, CPPO		
15B. Name of Contractor (Signature of person authorized to sign)	15C. Date Signed	16B. District of Columbia		16C. Date Signed	
		<i>Drakus Wiggins</i> (Signature of Contracting Officer)		10/24/25	

Attachment A

The following changes are hereby incorporated into the solicitation.

1. Section C.49.1 is hereby amended to add the following sentence to the end of the section to incorporate real-time processing:

“The interface shall at minimum communicate account information as well as the payment information immediately, for Real-Time Data Processing.”

2. DELETE Section G.1(b)i. Contracting Officer’s Technical Representative (COTR) in its entirety and INSERT the following Section G.1(b)i. Contracting Officer’s Representative (COTR):

Selbourne Morgan
Financial Analyst
Office of Finance and Treasury (OFT)
1101 4th Street, SW Suite 850W
Washington, DC 20024
(771) 233-3408
selbourne.morgan@dc.gov

Attachment B

The following are responses to inquiries received.

Question 1: What is the TOTAL volume, both dollar value and number count of accounts eligible for referral now? (Meaning any accounts CURRENTLY residing with existing vendor and still within the 180-day time frame).

Response 1: 7.9 million records including historical data, \$1.5 Billion. This includes all delinquent accounts that have been referred to the CCU for collection. The 180-day requirement is for scope B.

Question 2: What is the anticipated ongoing, regular (Monthly?) referral volume of accounts (both # and \$ value)?

Response 2: DMV sends the files on a weekly basis and other agencies are all on a different schedule. The number of accounts and dollar value varies by each agency, each file. See Amendment 2, Attachment B, Response 120.

Question 3: Amendment 2, Q&A #85 states that vendors will be billed for merchant fees on a monthly basis for payments processed through Chase PaymentTech;

- a. Please provide the average, monthly merchants fees (in dollars) that are being billed to the incumbent.
- b. What is the current merchant fee percentage/rate charged on each payment inclusive of all merchant fees (i.e., 3.25% of every payment)?
- c. For those payment's that are "non-creditable" to the collection agency but are still processed through the District's Merchant, are those and will those merchant fees be excluded from the monthly bill to the vendor, as we shouldn't be charged for fees on payments that we did not collect? Please clarify.
- d. Please provide the average dollars per month of payments that were not credited to the collection vendor.

We need to understand or estimate our costs in this area, specifically as a percentage of earned revenue for us to determine pricing.

Response 3: a. The District is currently not billing the Contractor for any merchant fees. The District does not have the data on the dollar amount the merchant processor is billing the incumbent. The Contractor is responsible for the payment of the fee for any payments made using the Contractor's payment portal.

- b. The contractor is currently paying the price of merchant services which is approximately 3%. It is not passed on to the customer.
- c. Merchant fees are not charged for non-creditable.
- d. On average, approximately \$300,000 comes through various District agency websites. There is no way to separate the delinquent account payments from the others since the District does not have a tool analyzing individual transactions for delinquent and non-delinquent accounts. Each month CCU receives over 500 pages of transactions reported to the District. A breakdown of these transactions to delinquent vs non-delinquent is not available.

Question 4: Per the last Q&A from the last RFP in 2023 (CFOPD-23-R-036) for this same procurement, the following Q&A were provided. I submit the same questions below and ask if the District responses provided previously (also below) are still accurate. If the answers to the listed questions below (Question #22 & Question #36) are different than what is listed below, then please provide an updated answer. Thank you.

- a. **Question #36:** Sections of the RFP state that the contractor will not receive any commission on payments taken directly by the CCU personnel. Often times, debtors do not like to pay debt collectors directly and will often, at our prompting (through calls, letters, credit reporting) will go directly back to the District Agency to make payment instead. In those instances, the payment that was taken by the CCU or other Direct Agency personnel was as a result of the contractor's efforts. Please clarify in which circumstances we may be eligible to receive commission, even if the payment was taken by the CCU or the District Agency directly.

Response 36. The obligation of the vendor is to collect payment from the Debtor. If the vendor fails to collect payment, for any reason, and CCU Personnel obtains payment, then the vendor will not receive commission. *If the debtor is unable to make payment arrangement with the vendor due to inability to meet the minimum criteria set by the District, and the CCU Personnel adjust that criteria to meet the Debtors needs, then the vendor would receive commission as they would monitor that payment arrangement.*

- b. **Question 22.** For Scope A, what is the number of accounts that the CCU will simply house on our system vs. sending to collections? We need to understand the bandwidth needed to house all CCU accounts/be the system of record separate from what will be sent to collections. Please advise/clarify.

Response 22. The number of accounts previously provided is the total number of accounts currently sent for collections and housed on the incumbent's system. There is not a difference between housed accounts and accounts for collection.

Response 4: a. Correct

b. However, because the incumbent system is the system of record, some of the accounts that have been given to the incumbent have been segregated due to the type of debt, for the collection only by the District internal staff. The accomplishes a complete reporting on debt data.

Question 5: We understand that the RFP requires a completed contract with First Source. With whom do we submit it for signature? I have talked with their office of compliance and was told that your office handles it. Is that correct?

Response 5: Offerors are to complete the forms of Attachment J.7, First Source Employment Agreement and Plan in accordance with the First Source Forms Checklist located in the zip folder, and submit the completed forms with its proposal per Section L.3.5. The Contract Specialist will facilitate DOES countersigning the forms for the potential awardee.

Question 6: Is there a requirement to migrate historical data? If so, what is the historical account volume?

Response 6: We will transfer the approximately 6.38 million of accounts we have previously disclosed, removing uncollectable as well as adding new accounts. See Amendment 2, Attachment A, Response 66.

Question 7: Data imports/exports:

- a. Are there requirements for data imports/exports?
- b. How many imports/exports are there
- c. What are the file types?

Response 7: Yes, see Section C.8 of the RFP.

Question 8: It was stated that the award date is March of 2025, and the system needs to be ready 60 days after the award date. Is there any insight into what is driving the 60-day timeline?

Response 8: The expiration of the existing contract, which is May 2025.

Question 9: How often will accounts be assigned with the Vendor (e.g., daily, weekly, monthly, quarterly)?

Response 9: See Response 2.

Question 10: On average, how many accounts (expressed as number and dollar amount) does the District anticipate placing with the successful Vendor monthly?

Response 10: See Response 2.

Question 11: Has the current contract gone full term? If no, why is the District going out to bid at this time?

Response 11: Yes, the current contract has gone full term. The services are being solicited due to the pending expiration of the current contract.

Question 12: What are the District's biggest challenges on the current contract? What pain points would the District like to highlight?

Response 12: In the new contract vs the current contract, the District expects an improved standard of collections, processing, reporting and recording with its requirement to follow Generally Accepted Accounting Principles (GAAP), and ad-hoc reporting by the contractor's system would be a great value add. See Amendment 2, Attachment B, Response 53.

Question 13: Who is the incumbent Vendor and how long have they been providing services on behalf of the District?

Response 13: Harris & Harris, 5 years.

Question 14: What estimated or actual dollars were paid last year, last month, or last quarter to any incumbent(s)?

Response 14: Approx \$3,136,810 paid for the entire FY 2024.

Question 15: How long have the current Vendor(s) provided collection services on behalf of the District?

Response 15: 5 years.

Question 16: Please describe the District's level of satisfaction with current Vendor(s)?

Response 16: Satisfactory.

Question 17: What are the current Vendor's historical recovery rate (liquidity rates) on accounts over the last five years?

Response 17: Overall, the collection rate has been approx. between 8-14%.

Question 18: Please explain why the District is going out to bid at this time and the driving factor for this RFP (i.e., contract expiration, deficient performance with existing agencies).

Response 18: See Response 8.

Question 19: The Solicitation Number CFOPD-24-I-045 for CCU Collection Management Services has a similar scope of services. Can the District clarify its intentions for each of these RFPs? Is it possible that the District would not have a Scope B for this contract based on the release of this RFP above?

Response 19: The solicitation CFOPD-24-I-045 is for the CCU to acquire a system for setting up its in-house collections which will allow CCU to transition to Scope B per Section C.3.

Question 20: If the RFP is not the same as listed in the above question, can the District clarify what are the overall transition and timeline expectations for transitioning from the incumbent vendor to the new vendor for this RFP?

Response 20: 60 days.

Question 21: What is the District's expectation for secondary debt referrals during phase 2 of the contract?

Response 21: Any accounts that have not been collected by the internal team during Scope B, at 180 days, will be transferred to the secondary collection vendor in Scope B. The Contractor shall receive new debt accounts file transfers directly from the CCU based on the CCU's schedule which will be either weekly, monthly, or other frequency as approved by COTR.

Question 22: What will be the age of debts for secondary debt referrals during phase 2 of the contract?

Response 22: At least 180 days.

Question 23: Will any balance ranges and/or debt types worked by the District as first party/primary be removed from the secondary referrals?

Response 23: Yes. Collections of sensitive/proprietary nature will not be transferred to collection agency for collection.

Question 24: Will any age restrictions (or other) be placed on the secondary referrals?

Response 24: CCU will not send files that have been considered uncollectible due to their age or other circumstances. The defined age restriction is to be determined. See Response 23.

Question 25: What collection actions will the District take with their internal collections team prior to sending accounts to secondary referrals (e.g., will letters be sent, if so how many, etc.)?

Response 25: Prior to sending accounts to secondary referrals, all collection activities available to the District will be utilized in Scope B. This will include letters, emails, texts, calls and liens etc. Any uncollected debt after these activities, will be sent to the vendor in Scope B for secondary collections/referrals.

Question 26: What is the average age of accounts that will be assigned for collection (by account type)?

Response 26: See Amendment 2, Attachment A, Response 15. A proposal may be rejected for failure to acknowledge receipt of all amendments, pursuant to Section L.10 of the RFP.

Question 27: What is the total number of delinquent accounts (expressed as number and dollar amount) that will be assigned for collections?

Response 27: Approximately 7.9 million records including historical data, \$1.5 Billion.

Question 28: If a prime is a registered Women-Owned business in Sam.gov would that meet the Districts 35% dollar volume to small business requirements?

Response 28: No, the subcontractor utilized to meet the 35% requirement must be a certified business enterprise certified by the DC Department of Small and Local Business Development (DSLBD). Offerors may contact DSLBD at (202) 727-3900 for information on its certification procedures and requirements.

Offerors are strongly encouraged to effectively use the services of the DC Department of Small and Local Business Development by calling (202) 727-3900 and by checking out <http://dslbd.dc.gov> in recruiting qualified certified business enterprises.

The Subcontracting Plan with a CBE shall be submitted in part 4, Attachments of the Offeror's proposal per Section L.3.5:

- No conditions and no to-be-determined's (TBDs) should be on the subcontracting plan.
- The "Total Dollar Amount of Contract" amount must equal the "Base Year Total" amount of the Offeror's price proposal.
- The "Total Value of ALL CBE Subcontracts" amount must equal the sum of the "Price to be paid to the CBE Subcontractor" amounts in the "Section 2. SBE/CBE SUBCONTRACTORS" sections.
- The "Price to be paid to the CBE Subcontractor" amount in the "Section 2. SBE/CBE SUBCONTRACTORS" sections must state the dollar amount to be paid to the subcontractor.

The District will reject any proposal that fails to include a compliant subcontracting plan that is required by law, pursuant to Section H.3.

Although, for the subcontracting plan the "Total Dollar Amount of Contract" amount is to only equal the "Base Year Total" amount of the Offeror's price proposal, pricing for all CLINs and all Option Years must be included in the Offeror's price proposal. Omitting pricing for any CLIN or any Option Year in the Offeror's price proposal may result in the Offeror's proposal to fail to conform in any material respect to this solicitation for evaluation and for the proposal to be deemed nonresponsive.

Question 29: We understand that the current software is CUBS (Columbia Ultimate Debt Collection System). As this system is provided by the incumbent, how long will the District have access to this system post award?

Response 29: 60 days.

Question 30: At what point during the implementation phase will the CUBS data/ historical data be provided to a new contractor? Will account history notes, prior collection activities (calls letters etc.) and payment history be provided to the new contractor?

- a) If account history notes, collection activities, and payment history are not provided to the new contractor, will the District still have access to this data for occurrences such as debtor disputes regarding prior payments, broken payment arrangements, others?
- b) Will any data migration from the CUBS system require a special file layout, or will file layouts mirror that of a placement file? For example, will there be additional fields to capture account history, prior payments, etc.?

Response 30: See Amendment 2, Attachment B, Response 59. Any historical data including supporting documentation and information will be provided on as needed basis for the accounts that are transferred from the current system to any new system of record.

- a) Yes, account history and payment history will be transferred with the accounts. The expectation is that the contractor will house this information on their system of record including the payment arrangements, notes etc. for future reference.
- b) A special file layout is required. Additional fields about account history and prior payments will need to be included in the special file layout.

Question 31: Aside from the 7.9 million accounts is there any other CUBS data or historical data that will need to be transferred to the new contractor?

Response 31: See Response 30.

Question 32: Can you please provide the District's planned scope for system conversion?

Response 32: See Section C.47 of the RFP. The District expects the contractor to provide a project plan that includes system conversion.

Question 33: How will the 7.9 Million accounts held by the incumbent be provided to a new contractor? Will it be via one large placement file?

Response 33: It will be broken into smaller files. Each agency will be on a separate file, DMV may require several files as well.

Question 34: Regarding C.49.1 kiosks – Are these kiosks operational?

- a. If yes, what database are the kiosks connected to? From what system does it receive data?
- b. If no, when does the District anticipate the kiosks to become operational?

Response 34: a. & b. Kiosks are not currently acquired or operational. The plan is to incorporate kiosks in the future when they become operational in approx. next 3 years.

Question 35: Regarding C.49.1 kiosks – Can you please provide the make and model?

Response 35: See Response 34.

Question 36: Regarding C.49.1 kiosks – Who is the current contractor providing support for the kiosks?

Response 36: See Response 34.

Question 37: Regarding C.49.1 kiosks – Per clarifying questions in round 1, the District would like the ability to communicate with the kiosks via API, interface, or both. What information will be communicated – is it only payment information?

- a. If no, what additional functionality is expected of the kiosks, and what data is to be exchanged between the kiosk and the new contractor’s system of record?

Response 37: Account information as well as the payment information is expected to be communicated with the system.

Question 38: Regarding kiosks – would interfacing with the kiosks via daily file upload and download be sufficient to update the District’s system of record?

Response 38: No, the payment information will need to be real-time so payments for vehicles that have been immobilized or impounded could be released. See Attachment A, Item 1.

Question 39: We respectfully propose the following modification to the Indemnification Contract Clause:

*The Contractor agrees to defend, indemnify and hold harmless the District, its officers, agencies, departments, agents, and employees (collectively the “District”) from and against any and all **third party** claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and **reasonable** attorneys’ fees), ~~resulting from, arising out of, or in any way connected to that are directly and solely caused by activities or work performed the negligent acts or omissions by~~ of the Contractor, Contractor’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor in performance of this Contract. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of this Contract. The Contractor shall also repair or replace any District property that is damaged by the Contractor, Contractor’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor while performing work hereunder.*

Response 39: The District accepts the requested change, and hereby affirms the change as incorporated into the solicitation.

Question 40: We respectfully propose the following modification to the Indemnification Contract Clause:

The indemnification obligation under this section shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Contract. The District agrees to give Contractor written notice of any claim of indemnity under this section. Additionally, Contractor shall have the right and sole authority to control the

defense, including choice of counsel, or settlement of such claim, provided that no contribution or action by the District is required in connection with the settlement. Monies due or to become due the Contractor under the contract may be retained by the District as necessary to satisfy any outstanding claim which the District may have against the Contractor.

Response 40: The District accepts the requested change, and hereby affirms the change as incorporated into the solicitation.

Question 41: We respectfully propose the following modification to the Rights in Data Contract Clause:

“Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract or, if developed or acquired after the contract, that are developed or acquired by Contractor independently of the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.

Response 41: The District accepts the requested change, and hereby affirms the change as incorporated into the solicitation.

Question 42: We respectfully propose the following modification to the Rights in Data Contract Clause:

The Contractor acknowledges that it is commissioned by the District to perform services detailed in the contract. The District shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall: (1) remain with Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District is granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor’s proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District’s satisfaction) and distribute Existing Product to District users ~~up to the license capacity stated in the contract~~ for a duration and to an extent ~~with all license rights~~ necessary to fully effect the general business purpose(s) of the project or work plan or contract; and (2) be licensed in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.

Response 42: The District accepts the requested change, and hereby affirms the change as incorporated into the solicitation.

Question 43: We respectfully propose the following modification to the Rights in Data Contract Clause:

The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs

and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data. Contractor shall not be obligated to indemnify or hold harmless if such violation is attributable to (i) any data or instruction provided by or on behalf of the District to Contractor, (ii) District's use of any Products with any materials or data not supplied or specified by Contractor, if the violation would have been avoided by the use of the Product not so combined, or (iii) any modifications made to any Product or data by or on behalf of District or any third party (not under Contractor's control).

Response 43: The District accepts the requested change, and hereby affirms the change as incorporated into the solicitation.