

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT		1. Solicitation Number CFOPD-24-R-007		Page of Pages	
				1	Attachments
2. Amendment/Modification Number Amendment No. 4	3. Effective Date See Box 16C	4. Requisition/Purchase Request No.	5. Solicitation Caption Pre-Paid Debit Card Services		
6. Issued by: Code		7. Administered by (If other than line 6)			
Office of the Chief Financial Officer Office of Contracts 1100 4 th Street SW Suite E610 Washington, DC 20024					
8. Name and Address of Contractor (No. street, city, county, state and zip code) ALL POTENTIAL OFFERORS		X	9A. Amendment of Solicitation No. CFOPD-24-R-007		
			9B. Dated (See Item 11) May 22, 2024		
			10A. Modification of Contract/Order No.		
			10B. Dated (See Item 13)		
Code	Facility				
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 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 a Pre-Paid Debit Card Services is hereby amended to reflect the following changes (Attachment A) and responses to inquiries received (Attachment B and Attachment C).					
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		
15B. Name of Contractor	15C. Date Signed	16B. District of Columbia		16C. Date Signed	
(Signature of person authorized to sign)		<i>Drakus Wiggins</i> (Signature of Contracting Officer)		09/06/2024	

ATTACHMENT A

The following changes are hereby incorporated into the solicitation.

1. Section L.3.3, Price Proposal is hereby replaced as follows to add #3 for B.5, Optional Item pricing:

L.3.3 Price Proposal

The Offeror's Price Proposal shall be submitted as follows:

- 1) Cover page narrative that describes the budget methodology and detailed pricing factors.
- 2) Completed Attachment J.6, Cardholder Fees.
- 3) The Offeror's proposed no cost, optional digital solution for Instant Issue Cards, in response to Section B.5, Optional Item, if any.

2. Section M.3.2, Price Evaluation Factor is hereby amended to add M.3.2.5 as follows to confirm that the response to B.5, Optional Item pricing will not be evaluated for award:

M.3.2.5 Offeror's response to Section B.5, Optional Item, if any, will not be included in the price evaluation.

3. Section C.4.17.4 is hereby added as follows:

4. A social security number will be provided by the District or Agency for all personalized cards.

4. Section C.4.18.7 is hereby added as follows:

4. A social security number will be provided by the District or Agency for all personalized cards.

5. Section C.2.1.9 is hereby amended to add a limit to non-reloadable cards as follows:

9. NON-RELOADABLE CARDS – A prepaid card that cannot have funds deposited to it beyond its initial funds so that when the balance reaches zero, the cardholder can no longer use the card and shall have a limit of \$1,000.00.

Attachment B
The following are responses to inquiries received.

Question #	RFP Section/Subsection	Question
Question 1.	RFP Section C.3.1, Table 1	<p>“To assist the Offeror to define the most cost-effective program to include any fees that may be assessed to the cardholder, please provide additional per program metrics for 2022 and 2023 for the following: (Page 6-7)</p> <ul style="list-style-type: none"> • Active Cards • Number of deposits to cards • Dollar amount of deposits • POS Debit (PIN) Transactions • POS Debit (PIN) Transactions \$'s • # of POS Debit (Signature) Transactions • POS Debit (Signature) Transactions \$'s • # of ATM Cash Withdrawal Transactions • ATM Cash Withdrawal Transactions \$ amount • # of ATM Cash Withdrawal Transactions in-network • # of Teller Cash Withdrawals • Teller Cash Withdrawals amount • # of new cards issued • # of replacement cards issued • # of expedited delivery cards issued • # of mailed paper statements • # of Live operator customer service calls • # of IVR customer service calls • # of direct deposit transfers from debit card
Response 1.		The District does not have this information readily available per program metrics for 2022 and 2023.
Question 2.		Intentionally Blank
Response 2.		Intentionally Blank
Question 3.		Should we elect to move forward with the RFP, would an automatic disqualification apply should we not respond to all programs that you are seeking information on?
Response 3.		Yes, failure of a proposal to respond with a solution for all programs will result in the proposal being deemed non-responsive or ineligible for award. Pursuant to Section L.6 of the RFP, it is hereby confirmed that the Contracting Officer will make award on all items in the best interests of the District.
Question 4.		Should we elect to move forward, can you please provide me with the instructions on how we would register to participate in the RFP?

Question #	RFP Section/Subsection	Question
Response 4.		Refer to Section L.12.5 of the RFP for credentials to Login to the Gateway to be able to upload proposals.
Question 5.		How soon will you be publishing the answers to the remaining questions that may have come in by 2:00pm today? How would we have access to the Q/A updates?
Response 5.		September 5, 2024
Question 6.		Clarification on the due date. Attachment A of Amendment 2, Item #1 states: “The proposal due date is hereby extended to September 5, 2023 , at 2:00pm (EST).” Please clarify the year.
Response 6.		Refer to Amendment No. 3, that the closing date for solicitation is September 19, 2024, at 2:00pm.
Question 7.		Clarification on the section number. Attachment A of Amendment #2, Item #2 states: “ Section L.12 is hereby amended to extend the deadline for questions to August 12, 2024, at 2:00pm (EST).” Section L.12 is “Gateway Upload of Proposals.”
Response 7.		Attachment A of Amendment #2, Item #2 is hereby corrected to reference Section L.2.
Question 8.	Section B.5	Please clarify whether Section B.5, Optional Items need a response. If so, does this information need to be part of the technical or price proposal. Additionally, where does the information need to be included on Attachment J.5 as it is not included with the revised excel? “Section B.5, OPTIONAL ITEMS is hereby added for an optional digital solution for Instant Issue Cards: 1. The Offeror may propose a no cost, optional digital solution for Instant Issue Cards. 2. The Optional Item, if any, will not be evaluated for the purpose of the contract award. 3. The District may decide to exercise the option for the Optional Items if any, in the District’s best interest through a bilateral modification to the Contract.”
Response 8.		See Attachment A, Item #1 and #2 to note that responses to Section B.5, if any, should be included in Offeror’s price proposal, and such responses will not be evaluated for the purpose of contract award.
Question 9.		For the items in J.5 – Technical Proposal Response Matrix , how do we respond to the questions that require a “description”, but the description is different than what is provided in the requirements section of the solicitation document? Please clarify on which question supersedes so we can provide a correct response. See below example:

Question #	RFP Section/Subsection	Question
		<p>Solicitation Document - C.4.4. Customer Service, #2 – “The Contractor shall provide live customer service available no less than 7:00 AM - 9:00 PM ET, with English and multilingual representatives.”</p> <p>Attachment J.5 – C.4.4 Customer Service 4.4.2 - Describe the Offeror’s customer services including its level of staffing for live customer service and including bilingual staff. The description must specify and commit to the percentage of personnel that will be multilingual representatives</p>
Response 9.		Offerors should respond to Attachment J.5 as indicated as the District has interest in specific details of the Offeror’s approach to meet requirements.
Question 10.	C.4.17 UMC Payroll Cards	Please confirm UMC employee information will include employee SSN in the new account data file spreadsheet received.
Response 10.		Yes, UMC employee information will include employee SSN in the new account data file spreadsheet.
Question 11.		<p>OPRS Payroll</p> <p>Please confirm the various payroll services programs to District employees will contain the recipients SSN in the New Account setup file.</p>
Response 11.		Yes, moving forward the District will include SSN numbers for various payroll services in the New Account setup file.
Question 12.	C.4.1 Card Program	Please clarify if one employer, district or otherwise implies that payroll deposits are from government agencies or does one employer, district or otherwise include deposits from non-government agencies?
Response 12.		In regards to Amendment#2, Attachment B, Response#13, “...one employer, district or otherwise” includes deposits from non-government employers. The District is interested in all employees to receive payroll funds not only from the District, but also from outside employers to the one card that the District provides them.
Question 13.	C.4.1 Card Program	C.4.1 Card Program Please clarify what payroll program(s) would support “salary loads from multiple employers or otherwise”.
Response 13.		At minimum, the following payroll programs would need to support salary loads from multiple employers or otherwise: 1. Career Connections, 2. Summer Youth Employment, 3. In-School Out-of-School Year Around Youth, 4. OPRS Payroll, 5. One City School HS, 6. Pathways for Young Adults, 7. Solar Works, and 8. United Medical Center.

Question #	RFP Section/Subsection	Question																														
Question 14.	C.4.18 DOES Card Files	#2 - Please confirm for UI program the claimants SSN is supplied in the Create Account data file																														
Response 14.		Yes, the UI program will include claimants SSN.																														
Question 15.	C.14.18 DOES Card Files	#4 – Please confirm all participating DOES and CFSA programs New Account setup file will include participants SSN.																														
Response 15.		Yes, the new account setup files will include participants SSN.																														
Question 16.		Response 14 from Amendment 2 - Please supply card counts and average load amounts for 2023 for the following reloadable programs not outlined in RFP document: – Adult and Dislocated Worker – Alternative Pathways – Back to Work 50 Plus – Private Sector LEAP – Senior Community Services – Personal Income Tax																														
Response 16.		<table border="0"> <thead> <tr> <th><u>Agency Program</u></th> <th colspan="2">2023</th> </tr> <tr> <th>Focus</th> <th><u>Avg Load</u></th> <th><u>Total \$ of Loads</u></th> </tr> </thead> <tbody> <tr> <td>Solar Works</td> <td>\$ 570.00</td> <td>\$1,411,172</td> </tr> <tr> <td>Summer Youth Employment</td> <td>\$ 235.00</td> <td>\$7,393,497</td> </tr> <tr> <td>Career Connections</td> <td>\$ 727.00</td> <td>\$819,703</td> </tr> <tr> <td>In/Out of School Year Around Youth</td> <td>\$ 131.00</td> <td>\$1,930,874</td> </tr> <tr> <td>Pathways for Young Adults</td> <td>\$ 248.00</td> <td>\$40,403</td> </tr> <tr> <td>1 City School HS</td> <td>\$ 121.00</td> <td>\$99,240</td> </tr> <tr> <td>ReliaCard</td> <td></td> <td></td> </tr> <tr> <td>Paid Family Leave</td> <td>\$ 1,477.00</td> <td>\$5,866,510</td> </tr> </tbody> </table>	<u>Agency Program</u>	2023		Focus	<u>Avg Load</u>	<u>Total \$ of Loads</u>	Solar Works	\$ 570.00	\$1,411,172	Summer Youth Employment	\$ 235.00	\$7,393,497	Career Connections	\$ 727.00	\$819,703	In/Out of School Year Around Youth	\$ 131.00	\$1,930,874	Pathways for Young Adults	\$ 248.00	\$40,403	1 City School HS	\$ 121.00	\$99,240	ReliaCard			Paid Family Leave	\$ 1,477.00	\$5,866,510
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Question 17.	Section C 4.1B	Response 14 from Amendment 2 – Please supply the agency and programs(s) under each acronym for non-reloadable programs. Number of card counts and average load amounts for 2023.																														

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		<p>Are these program non-reloadable programs where there is an initial load and when the balance reaches zero, the card can no longer be used?</p> <p>Please share card requirements around each program:</p> <ul style="list-style-type: none"> - DCCAH - DCLB - DCRA - DYRS 																																
Response 17.		<p>The following programs DC Commission on the Arts and Humanities (DCCAH), Office of Lottery and Gaming formally DC Lottery Board (DCLB), Department of Consumer and Regulatory Affairs (DCRA), and Department of Youth Rehabilitation Services (DYRS) are currently under our Rewards Card program, but noted that have not used this particular Rewards program in the past 2 years. The cards are non-reloadable and once they've reached a zero balance the cards can no longer be used. At this time, we cannot provide a card count or average amount.</p>																																
Question 18.		<p>Follow up question from response to Question 16. Section C.3.1.1 of confirmation that the average monthly payout is \$273 for Unemployment cards. Can you please clarify which average load value we should follow?</p>																																
Response 18.		<p>The average load for Unemployment cards are \$526.</p>																																
Question 19.		<p>RFP states – “In 2023, there were 53,674 active cards, loaded monthly with an average payment of \$273.”</p> <p>Then in Amendment #2 – “Question 50. RFP Section C.3.1, Table 1” see below states 2,901. Please clarify the</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 15%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 15%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>ReliaCard</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Unemployment</td> <td>20,985</td> <td>2,329</td> <td>\$24,029,525.22</td> <td>13,517</td> <td>2,901</td> <td>53,674</td> <td>\$28,236,886.00</td> </tr> <tr> <td>Personal Income Tax</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>active number of unemployment cards.</p>									ReliaCard								Unemployment	20,985	2,329	\$24,029,525.22	13,517	2,901	53,674	\$28,236,886.00	Personal Income Tax							
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Response 19.		<p>The number of active cards for 2023 were 2,901, the total number of loads for 2023 were 53,674 (annual) and the average load was \$526.00.</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"><u># of Active Cards 12/31/23</u></th> <th style="text-align: center;"><u>Total # of Loads</u></th> <th style="text-align: center;"><u>Avg Load</u></th> <th style="text-align: center;"><u>Total \$ of Loads</u></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">2,901</td> <td style="text-align: center;">53,674</td> <td style="text-align: center;">\$ 526.00</td> <td style="text-align: center;">\$ 28,236,886</td> </tr> </tbody> </table>	<u># of Active Cards 12/31/23</u>	<u>Total # of Loads</u>	<u>Avg Load</u>	<u>Total \$ of Loads</u>	2,901	53,674	\$ 526.00	\$ 28,236,886																								
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Question #	RFP Section/Subsection	Question
Question 20.	Section C.4.11.4 -	What kind of ongoing marketing support does the District need?
Response 20		The District expects the contractor to support marketing of the card programs under the contract based on the contractor's approach to market its card solutions. Offeror should describe and provide samples of their marketing support in response to Attachment J.5, Ref#70.

Attachment C

The following are responses to inquiries received.

All District responses that Accepted the requested change, hereby constitutes the change as incorporated into the solicitation.

	Page	Document/Section	Exception Inquiries
Question 1.	All	RFP; C.4.17.1&2; C.4.18.2	Due to 31 C.F.R. § 103.121 and Section 3261 of the USA PATRIOT Act and global sanction policies, Contractor requires the cardholder’s social security number for personalized cards. Offeror requests that the RFP be amended to reflect that a social security number will be provided by the District or Agency for all personalized cards.
Response 1.			Accepted, see Attachment A, Items #3 & #4.
Question 2.	All	RFP	Due to Section 3261 of the USA PATRIOT Act and global sanction policies, Contractor requires a limit of \$1,000.00 for non-personalized, non-reloadable, cash back cards. Offeror requests the RFP be amended to include the requirement that the non-personalized, non-reloadable, cash back option cards will have a limit of \$1,000.00
Response 2.			Accepted, see Attachment A, Item #5.
Question 3.	Page 11	C.4.3 IVR and Online Systems	Offeror requests alternative language: 4. IVR prompts and online content shall comply with all District standard and laws. Contractor agrees to allow the District to review the wording of all IVR prompts and online content. In the event that the District disputes that an IVR prompt or online content meets District’s standards or laws, the parties will follow the District’s dispute process.
Response 3.			Accepted
Question 4.	Page 13	C.4.5 Card Activation	Offeror requests alternative language: 6. All communications with the Customer will comply with all District’s standards and laws. Contractor agrees to allow the District to review the wording of all communications with customers. In the event that the District disputes that an a communication with the customer meets District’s standards or laws, the parties will follow the District’s dispute process.
Response 4.			Accepted
Question 5.	Page 18	C.4.15 Fraud Controls	The Offeror requests the following edit to this provision: 2. If fraud is suspected the Contractor shall put the card on hold. Upon cardholder contacting the Contractor, will review the transaction history with the card holder and file a dispute for any fraudulent

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			transactions. All disputes shall be processed per Reg. E standards. In the event that cardholder reports fraud to the Contractor, shall follow all Reg. E regulations regarding the investigation and processing. The Contractor shall provide the cardholder credit in accordance with the procedures outlined in Reg. E.
Response 5.			Accepted
Question 6.	Page 18	C.4.15 Fraud Controls	The Offeror requests the following edits: 3. COTR and corresponding agency shall be able to access and download summary reports regarding the accounts on hold due to fraud and closed accounts. In the event of a documented targeted sizable event of attempted account takeover, COTR's account manager will provide notice to COTR.
Response 6.			Accepted
Question 7.	Pages 22-24	C.5 Service Level Agreement (SLA)	Offeror requests the following changes to the Service Levels: Measure One- - Measure Two- Offeror requests that the target be reduced to 95% or that a cavate be added that Contractor will not be assessed damages for any delays outside of Contractor's control.
			Measures that 95 100% of funds are available to cardholders by the same business day as long as the District provided the file to the Contractor by 3:00 PM EST. The measure shall not include any delay caused due in whole or in part by the District, the District's bank, third parties or situations beyond Contractor's reasonable control. Measure Three- Offeror requests that an exception be added that Contractor will not be assessed damages for any unavailability caused by third parties or situations beyond Contractor's reasonable control. Measures the availability of the IVR System to respond to Cardholder inquiries 95% of the total minutes in the calendar month. The measure shall not include any unavailability caused by third parties or situations beyond Contractor's reasonable control. Measure Four- Offeror requests that an exception be added that Contractor will not be assessed damages for any unavailability caused by third parties or situations beyond Contractor's reasonable control. For example, Contractor will not be assessed damages for time in which the online system was unavailable due to the District's online service provider. Measures the availability of the Online System(s).

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			<p>The measure shall not include any unavailability caused by third parties or situations beyond Contractor's reasonable control.</p> <p>Measure Five- Offeror requests that an exception be added that Contractor will not be assessed damages for any unavailability of the customer service center caused by third parties or situations beyond Contractor's reasonable control. For example, Contractor will not be assessed damaged for any time in which the phone lines at the District goes down.</p> <p>Measures the availability of the Toll-Free Customer Service Center. The measure shall not include any unavailability caused by third parties or situations beyond Contractor's reasonable control.</p> <p>Measure Six- Offeror requests that an exception be made for any delays in funds cause by the District's bank. Contractor can transfer the funds upon receipt of the funds within the appropriate time frame, however Contractor has no control as to how quickly the District's bank will put those funds into the District's accounts.</p> <p>Measures the date from the Contractor's receipt of the reversed or recalled funds to the date the funds are received in the District's accounts. The Measure shall not include any delay caused by District's bank.</p>
Response 7			Not accepted as, per Section C.5.2., the Contractor is exempt from the service levels measures in accordance with Section I.34, Force Majeure which include causes beyond the Contractor's control.
Question 8.	Page 24	C.5 Service Level Agreement (SLA)	<p>The Offeror proposes liquidated damages made payable to the District for the District to distribute in a manner it sees fit.</p> <p>4. The COTR shall create monthly SLA reports that monitor the performance under the Contract and measures the Contractor against all the six (6) required service levels as identified in the SLA Measures table above. The COTR will provide the Contractor with the monthly SLA report no later than the 15th 25th of each month. COTR's report shall be based on Contractor's reporting sent to COTR by the 20th of each month.</p>
Response 8.			Not accepted.
Question 9.			<p>The Offeror requests the following edits:</p> <p>1. These six (6) required service levels produce six (6) metrics each month.</p> <p>2. Each month, if the Contractor fails to meet the six (6) metrics for the month, the COTR may assess the Contractor liquidated damages in the amounts described below or may request corrective action be taken. In the event the COTR chooses to assess the liquidated damages, COTR shall notify Contractor by last day of month the liquidated damage was assessed the amount of liquidated damages that the Contractor must pay for</p>

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			<p>the month. the Contractor shall provide each customer a rebate equal to a percentage of the fees charged to them for ATM's usage outside the network as follows:</p> <table border="1"> <thead> <tr> <th>Number of Metrics that Met Target in the Month</th> <th>Rebate to Customers for a percentage of out of network ATM fees for the Month Liquidation damages amount assessed monthly</th> </tr> </thead> <tbody> <tr> <td>6</td> <td>\$0.000%</td> </tr> <tr> <td>5</td> <td>\$1,000.005%</td> </tr> <tr> <td>3</td> <td>\$2,000.0010%</td> </tr> <tr> <td>2</td> <td>\$3,000.0015%</td> </tr> <tr> <td>1</td> <td>\$4,000.0020%</td> </tr> <tr> <td>0</td> <td>\$5,000.0025%</td> </tr> </tbody> </table> <p>5. The SLA Rebates Report shall be available by the 20th of each month to the COTR via email. via web-based report generating capabilities in real-time pursuant to Section C.4.10.</p>	Number of Metrics that Met Target in the Month	Rebate to Customers for a percentage of out of network ATM fees for the Month Liquidation damages amount assessed monthly	6	\$0.000%	5	\$1,000.005%	3	\$2,000.0010%	2	\$3,000.0015%	1	\$4,000.0020%	0	\$5,000.0025%
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1	\$4,000.0020%																
0	\$5,000.0025%																
Response 9.			Not accepted.														
Question 10.	Page 34	H.5 Disclosure of Litigation	<p>The Offeror requests the following edits: The Contractor shall provide complete disclosure of any material civil or criminal litigation or indictment either threatened or pending involving the Contractor. The Contractor shall also disclose any material litigation threatened or pending for subcontractors, consultants, and/or lobbyists. For purposes of this section, material refers to any action or pending action that a reasonable person knowledgeable in the industry would consider relevant or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the industry and its operations. This is a continuing disclosure requirement; any litigation commencing after submission of a response to a solicitation or execution of a contract shall be disclosed in a written statement within fifteen (15) days of its occurrence. The Contractor shall be required to file with the District comprehensive monthly reports regarding all material threatened or pending litigation involving the Contractor's District of Columbia operations and all threatened or pending litigation that may be considered material to the overall operations of the Contractor.</p>														
Response 10.			Accepted.														

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Question 12.	Page 50	I.16 Non-Disclosure Agreement	<p>A. The Contractor <u>Each party</u> shall maintain as confidential, and shall not disclose to third parties without the District's <u>the other party's</u> prior written consent, any District-party information including, but not limited to, the District's-party's business activities, practices, systems, conditions, products, services, public information and education plans and related materials, and game and marketing plans.</p> <p>B. <u>Each party</u> The Contractor shall at all times obtain the prior written approval from the Contracting Officer <u>other party</u> before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.</p> <p>The Offeror requests the edits:</p>
Response 12.			Accepted.
Question 13.	Page 55	I.30 Insurance	<p>The Offeror requests the following edits: If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits, <u>up to double the amount of the agreed upon coverage or limits</u>, maintained by the Grantee and subcontractors.</p>
Response 13.			Accepted.
Question 14.	Page 56	I.30 Insurance	<p>The Offeror requests edits:</p> <p>6. Employment Practices Liability - ...</p>
Response 14.			Request denied. The District will not consider an exclusive insurance exception request during the Q&A phase. If Offerors submit insurance exceptions in its proposal, the Offeror risk the District may award to the highest ranked based on initial offers and decline to resolve exceptions through discussion, thus proposals with exception may have a lower ranking. Exceptions would only be addressed if the District determines to conduct discussions or negotiations.

Question 15		E.1.3. Inspection of Services	<p>(a) Definition. "Services" as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services <u>for the Program (as that term is defined in the Prepaid Debit Card Agreement)</u>.</p> <p>(b) The Contractor shall provide and maintain an inspection system acceptable to the District covering the services under this contract. <u>Complete Upon 30 days advance written notice and no more than once per calendar year or upon the District's good faith belief that Contractor is failing to provide adequate services</u>, records of all <u>reasonable</u> inspection work</p>
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			<p>performed by the Contractor shall be maintained and made available to the District during contract performance and for as long afterwards as the contract requires.</p> <p>(c) Upon 30 days advance written notice and no more than once per calendar year or upon the District’s good faith belief that Contractor is failing to provide adequate services, the District has the right to may inspect and test all services called for by the contract to ensure that the Services comply with the terms of the Contract to the extent practicable at all times and places during the term of the contract. The District will perform inspections and tests in a manner that will not unduly delay the work.</p> <p>(d) — If the District performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties.</p> <p>(e) If any of the services do not conform to the contract requirements, the District may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the District may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed. If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the District may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the District that is directly related to the performance of such services, or (2) terminate the contract for default.</p>
Response 15			All not accepted.
Question 16		H.5 Disclosure of Litigation	<p>The Contractor shall provide 10K complete disclosure of any material civil or criminal litigation or indictment either threatened or pending involving the Contractor. The Contractor shall also disclose any material litigation threatened or pending for subcontractors, consultants, and/or lobbyists. For purposes of this section, material refers to any action or pending action that a reasonable person knowledgeable in the industry would consider relevant or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the industry and its operations. This is a continuing disclosure requirement; any litigation commencing after submission of a response to a solicitation or execution of a contract shall be disclosed in a written statement within fifteen (15) days of its occurrence. The Contractor shall be required to file with the District comprehensive monthly reports regarding all threatened or pending litigation involving the Contractor’s District of Columbia operations and all threatened or pending litigation that may be</p>

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			considered material to the overall operations of the Contractor.
Response 16			Not accepted.
Question 17		H.7. Background Investigations and Other Integrity Requirements	<p>Replace entire section with the following:</p> <p>Contractor represents and warrants that all employees of Contractor who are performing services for the District have successfully passed the requirement for employment under Applicable Laws. These requirements include, but are not limited to, restrictions under Section 19 of the Federal Deposit Insurance Act which includes convictions for certain criminal offenses involving dishonesty and breach of trust and Section 19 of the Financial Institution Reform and Recovery Act (“FIRREA”) wherein no individual can be involved in a position of influence or control of the management or affairs of an insured institution if that individual has a conviction for a criminal offense involving breach of trust, crime of dishonesty, money laundering, embezzlement, fraud, theft, criminal conspiracy of the sale, distribution, manufacture of or trafficking in controlled drugs and substance. Contractor further represents and warrants that all employees must annually certify in writing adherence to Contractor’s Code of Conduct which among other requirements requires employees to not take any action, either personally or on behalf of the Contractor, which violates any laws, regulation or internal policy.</p>
Response 17			Not accepted.
Question 18		I.6 Officials Not To Benefit 1.6.2	<p>The Contractor represents and covenants that its employees who will be directly involved with the provision of services are not former or current District employees-it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder Contractor avoids conflict of interest, the appearance of conflicts and other activities in accordance with its Code of Ethics and Business Conduct and the Conflicts of Interest Policy. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.</p>
Response 18			Not accepted.
Question 19		I.8 Changes	<p>Add the following to the first section:</p> <p>(a) The CO may, at any time, by written order, and without notice to the surety, if any, make non-material changes in the contract within the general scope hereof. Any material changes must be agreed to by Contractor before they become effective.</p>
Response 19			Accepted
Question 20		I.8 Changes	Delete section (c) in its entirety.
Response 20			Not accepted.

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Question 21		I.12 Examination of Books I.12.1	The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation. The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of three (3) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract. Upon thirty days advance notice and not more than once per calendar year or upon District’s good faith belief that Contractor has failed to provide services required by the Contract, the Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer as long as permitted by Applicable Law. The District will make reasonable efforts to avoid disruption of Contractor’s business throughout the course of any such audit or inspection.
Response 21			Accepted, with the exception of the edit to add “not more than once per calendar year or”.
Question 22		I.12.2	Upon thirty days advance notice and not more than once per calendar year or upon District’s good faith belief that Contractor has failed to provide services required by the Contract, the Contracting Officer, the DC Inspector General, OCFO, and the District of Columbia Auditor, and/or any of their duly authorized representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to the contract as long as permitted by Applicable Law. The District will make reasonable efforts to avoid disruption of Contractor’s business throughout the course of any such audit or inspection.
Response 22			Accepted, with the exception of the edit to add “not more than once per calendar year or”.
Question 23		I.13.a Non-Discrimination Clause	The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, approved December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code §2-1402.11) (2001 Ed.) (“Act” as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act requiring each such subcontractor to comply with all Applicable Laws.

Response 23			Not accepted.
Question 24		I.13.b.6 Non-Discrimination Clause	Delete section (c) in its entirety.
Response 24			Not accepted.
Question 25		I.13.b.7 Non-Discrimination Clause	The Contractor shall include in a clause in every subcontract requiring each such subcontractor to comply with Applicable Laws. the equal opportunity clauses, subsections (b)(1) through (b)(9) of this section, so that such provisions shall be binding upon each subcontractor or vendor.
Response 25			Not accepted
Questions 26		I.13.b.8 Non-Discrimination Clause	The Contractor shall take such action with respect to any subcontract as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or Contractor as a result of such direction by the Contracting Officer, the Contractor may request the District to enter into such litigation to protect the interest of the District. remain solely responsible for the performance of the work of all subcontractors as if the work were performed by Contractor.
Response 26			Not accepted.
Question 27		I.16 Non-Disclosure Agreement	A. Unless required by Applicable Law or regulatory authority, the Contractor shall maintain as confidential, and shall not disclose to third parties without the District's prior written consent, any District information including, but not limited to, the District's business activities, practices, systems, conditions, products, services, public information and education plans and related materials, and game and marketing plans.
Response 27			Accepted
Question 28		I.18 Right in Data	Delete in its entirety. No intellectual property provided under this contract as all products and services are existing and have been in use by the District and other clients for several years.
Response 28			Not accepted.
Question 29		I.36 Order of Precedence	A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence: (1) Contract

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			(2) Contract Attachments, including Contractor's Prepaid Debit Card Agreement (3) BAFO (in order of the most recent to earliest) (4) Contractor Proposal
Response 29			Accepted.