

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT			1. Solicitation Number CFOPD-24-R-007		Page of Pages		
					1	Attachments	
2. Amendment/Modification Number Amendment No. 2		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 Code Facility				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)			
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) 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). <div style="text-align: center;">ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED</div>							
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 (Signature of person authorized to sign)		15C. Date Signed		16B. District of Columbia <i>Drakus Wiggins</i> (Signature of Contracting Officer)		16C. Date Signed 07/31/2024	

Attachment A

The following changes are hereby incorporated into the solicitation.

- 1. The proposal due date is hereby extended to September 5, 2023, at 2:00pm (EST).**
- 2. Section L.12 is hereby amended to extend the deadline for questions to August 12, 2024, at 2:00pm (EST).**
3. Attachment J.5 is herein replaced by the enclosed Revised ATTACHMENT J.5 - Technical Proposal Response Matrix-Amendment 2 to (1) correct the instructions for Section C.4.6 in Attachment J.5 Tab A to align with the RFP requirements of Section C.4.6, (2) correct the instructions for Tab A req. C.4.15.3 by adding the missing word “procedures”, and to address Attachment C changes incorporated into the solicitation.
4. RFP Section L.3.2.3.A is hereby replaced as follows to correct the section reference from “C.4.21” to “C.5.4”:

A. Section: Technical Approach

- (1) Provide a description of the Offeror’s approach and methodology to meet the requirements of Sections C.4.1 through C.5.4 where a description is requested in Attachment J.5, tab A. Section: Technical Approach; (2) provide affirmation that the proposed solution is fully compliant to meet the requirements of Sections C.4.1 through C.5.4 where an affirmation is requested in Attachment J.5, tab A. Section: Technical Approach, and (3) provide the Attachment J.5, tab A. Section: Technical Approach, indicating the page numbers and/or section in the Offeror’s proposal where the District will find the response in the proposal.
5. Section L.12.3 is amended to replace the first sentence with the following two sentences for Attachments J.5 and J.6 to be provided in Excel:

“The Offeror’s provided Attachment J.5 and Attachment J.6 should be in Excel. All remaining documents should be in a .pdf file.”
 6. Section B.5, OPTIONAL ITEMS is hereby added for an optional digital solution for Instant Issue Cards:

B.5 OPTIONAL ITEM

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.

7. Section L.3.3, Price Proposal is hereby amended to add #3 for Section B.5, Optional Item, if any, as follows to be included in the Offeror's Price Proposal:

3) Proposed Optional Item, for a no cost, optional digital solution for Instant Issue Cards, pursuant to Section B.5, if any

8. Section C.4.5.4 is hereby amended to add the following to the end of the sentence:

This provision does not apply to the MPD program cards and MPD program card shipments will be as directed by the COTR to MPD or other location.

9. C.4.7.1.n and o are hereby replaced as follows to clarify the reference to saving accounts:

- n. Savings Account Deposit
- o. Savings Account Enrollment

10. Section C.4.18.2 is replaced as follows to remove references to OnPoint:

2. DOES uses a third-party contractor's system for its claimant application and approvals as well as payment of unemployment compensation benefits. The Contractor shall be able to receive all required files from DOES and ensure cardholders are paid daily. The Contractor shall receive card funding from the District's banking contractor via ACH. The Contractor shall receive, via Secured File Transfer Protocol (SFTP), a Create Account data file requesting a new card setup transmitted directly from DOES which will include the following fields of information: full name, email address, address, and phone.

11. Section C.4.19.2 is hereby replaced as follows to remove references to "secret":

2. The Contractor shall mail cards directly to the taxpayer's address with confidential information for activation. The confidential information shall be unique to the cardholder for activating their individual card. If activation fails, the Contractor shall provide a customer service group that the cardholder can call to speak with an operator to gain assistance. The Contractor shall not have access to the confidential activation information.

12. Section C.5.4.4 is hereby added as follows to clarify how the rebate will be paid:

4. The rebate shall be paid by deposits to the individual cards held by the customers (individual cardholders).

13. Section C.5.3 is replaced as follows:

3. The Required Service Level Measures are as follows:

Measure	Minimum Timeframe	Target	Description	Calculation
1. New Account openings	Within two (2) business days in accordance with Section C.4.5.3	100%	Measures the time to establish new card accounts, assign account numbers, and return files to the agency with those account numbers from the time of receiving all necessary cardholder account information from the agency.	Any day the measurement exceeds two (2) business days.
2. Loading of funds	Immediate in accordance with Section C.4.5.9	100%	Measures that 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.	Any instance funds are not immediately available.
3. Information Voice Response (IVR) System	In accordance with Section C.4.3.1	95%	Measures the availability of the IVR System to respond to Cardholder inquiries 95% of the total minutes in the calendar month.	Calculation of the total minutes the IVR is available in a calendar month, divided by the total minutes in such calendar month, times 100.
4. Online System	24 hours/365 days a year in accordance with Section C.4.3.2	95%	Measures the availability of the Online System(s).	Calculation of the total minutes the Online System(s) is available in a calendar month, divided by the total minutes in such calendar month, times 100. (Including regularly scheduled maintenance but excluding emergency system issues.)

Solicitation CFOPD-24-R-007
Pre-Paid Debit Card Services
Amendment No. 2

Measure	Minimum Timeframe	Target	Description	Calculation
5. Toll-Free Live Customer Service Center	Daily 7:00 AM to 9:00 PM EST in accordance with Section C.4.4.2	100%	Measures the availability of the Toll-Free Customer Service Center.	Any instance that the Toll-Free Live Customer Service Center is down, including scheduled maintenance, during the minimum timeframe.
6. Recalls and Returns	Two (2) Business Days in accordance with Section C.4.9.2	90%	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.	Calculation of the total number of successful reversals and recalls minus the number of reversals and recalls that were returned to the District's account after the minimum timeframe divided by the total number of reversals and recalls.

Attachment B
The following are responses to inquiries received.

Question #	RFP Section/Subsection	Question
Question 1.	C.3.1	<p>"In 2023, there were 170,272 total active loads on all District administered program cards."</p> <p>Can the District clarify if 170,272 represents the number of active cards receiving loads during 2023 or whether this is the total number of loads made to all active cards during 2023. If it's the number of loads rather than cards, can the District please provide the number of active cards for all programs?</p> <p>What was the dollar value of all program loads during 2023?</p>
Response 1.		<p>170,272 represents the total number of loads made to active cards. The total number of active cards for all programs in 2023 was 9,001. The total dollar value of said loads was \$112,509,821.</p>
Question 2.	C.4.1	<p>"The Contractor shall provide Prepaid Debit Card Services for reloadable, non-reloadable and instant issue prepaid card solutions that the District can utilize as a payroll card solution, benefits payment solution, and rewards prepaid card. The features of the payroll card solution shall include usage for "unbanked" recipients and the flexibility to receive salary loads from multiple employers. The features for the rewards prepaid card solution shall include adding money from cash and tax refund sources."</p> <p>Can the District elaborate further on the purpose and other expected features of the rewards prepaid card? May all programs request rewards prepaid card solution features?</p>
Response 2.		<p>The District's interest is to allow its citizens to utilize payroll prepaid debit cards to receive deposits from multiple sources. The District's interest is for a solution that allows cardholders to receive payroll deposits from multiple employers, not necessarily District issued payroll.</p>
Question 3.	C.4.1.1.A and B	<p>Can the District clarify whether "cash back" within these requirements refers to cash back through a rewards program or cash back through point-of-sale (POS) locations?</p>
Response 3.		<p>The District refers to "cash back" as it relates to both a rewards program and point-of-sales (POS) locations. The determination is based on the program and the intended use of the card. Some programs may choose not to allow a "cash back" option.</p>
Question 4.	C.4.2.3	<p>"All cards shall be usable for purchases at all merchant outlets honoring that brand and allow cardholders cash back with purchases unless the specific agency program prohibits cash-back."</p> <p>Are there current agency programs that prohibit cash back?</p>
Response 4.		<p>No. Due to the purpose/design of a program, "cash back" may not be an option i.e., the District's Anonymous Tipsters program. Due to the anonymity of the citizens receiving these cards, the "cash back" feature cannot be offered for this program or like programs.</p>

Question #	RFP Section/Subsection	Question
Question 5.	C.2.1.7, C.3.2, C.4.5.12-14	In lieu of furnishing the District with card stock for the purpose of issuing instant issue prepaid cards, will the District consider alternative proposals for the instant issuance of prepaid cards through digital solutions?
Response 5.		The requirement of furnishing the District with card stock for the purpose of issuing instant issue prepaid cards remains unchanged; however, Offerors may propose a no cost, optional digital solution for Instant Issue Cards. See Attachment A, Items #6 and #7.
Question 6.	C.4.11.4	"The Implementation Plan shall document all deliverables and the schedule needed to meet with each of the agencies and to begin providing them with reloadable, nonreloadable, and instant issue cards. The Implementation Plan shall include all relevant project management activities, a communication plan, a risk management plan, a quality assurance plan, and a project schedule."
Response 6.		Does the District have a defined implementation period and/or projected project start date?
Question 7.	C.4.19	No, the implementation period will be determined after the kickoff meeting upon the award of the contract. What is the annual estimated volume of non-reloadable cards to be issued and the dollar value of the loads for the OTR program?
Response 7.		The annual volume of non-reloadable cards for OTR that were issued in 2023 was 416 with a total amount of \$266,969.88.
Question 8.	C.4.21.1	Can the return address be that of the Contractor's card production partner that provides a secure service for processing card returns?
Response 8.		Yes.
Question 9.	Section K.3	In response to Section K.3, during the Pre-Proposal call on May 31st, there was a comment relating to contract exceptions. With only having 3 business days after receiving that information, will DC consider allowing proposed exceptions to be included with our proposal? a) Or will DC please consider a second QA period where vendor can propose alternate terms?
Response 9.		Offerors may propose exceptions in its proposal response; however, the District may reject as non-responsive any proposal that fails to conform in any material respect to this solicitation and the District may seek award of a contract, that's in the best interest of the District, on the basis of initial written proposals received, without discussion. Therefore, each proposal must contain the Offeror's best terms from the standpoint of price, legal and technical abilities, and other factors.
Question 10.		See Attachment A, Item# 1 for the amended period where Offerors can inquire about alternate terms.
Response 10.		Since sharing contract exception information with all potential vendors would be prejudicial, will the proposed contract exceptions be kept confidential from the general RFP QA?
Question 11.	Section C.3.1.1	The District will attempt to share no prejudicial information. Unemployment Benefit Cards Can you confirm the 2023 \$273 average payout is monthly vs a weekly payout?

Question #	RFP Section/Subsection	Question
Response 11.		Yes, monthly.
Question 12.	Section C.3.1.2	Participant Payroll Cards - Can you provide average load amounts by program for the eight (8) Participant Payroll Card programs listed in Table 1 on RFP (Request for Proposal) pages 6 and 7?
Response 12.		See Response 1.
Question 13.	Section 4.1	Card Programs – reference to “receive salary loads from multiple employers” - please clarify if multiple employers refer to various District agencies or outside employers?
Response 13.		“Multiple employers” refers to the ability to receive payroll deposits from more than one employer, District or otherwise.
Question 14.	Section C.4.1.1	Can you provide the list of reloadable programs vs. non- reloadable?
Response 14.		The District currently has 17 reloadable programs and 5 non-reloadable programs. Adult and Dislocated Worker, Alternative Pathways, Back to Work 50 Plus, Career Connections, Summer Youth Employment, In School out of School Year Around Youth, OPRS Payroll, Once City School HS, Pathways for Young Adults, Private Sector LEAP, Senior Community Services, Solar Works, United Medical Center, Personal Income Tax, Unemployment, Caregiver, Paid Family Leave - All reloadable. DCCAH, DCLB, DCRA, DYRS and MPD are all non-reloadable cards.
Question 15.	Section C.4.1	Reference to Rewards prepaid card – Is the Districts requirement for the cardholder to add “cash” to the card? Would the District/Agency be adding money from cash to the rewards prepaid card?
Response 15.		The District would put a one-time load of funds onto the Rewards cards with a “cash back” option via establishing a prefunded adjustment account. The District will rely on the contractor to provide guidance on any additional load options for the Rewards card. The District/Agency will not be adding money from cash to the rewards prepaid card.
Question 16.	Section C 4.1A	Would the MPD anonymous TIP program be considered a non-reloadable card? Informant would receive compensation onto card one time. When balance reaches zero the card can no longer be used
Response 16.		Yes.
Question 17.	Section C 4.1B	Would the MPD program for return of seized money be considered a non-reloadable card? Individual would receive returned money onto card one time. When balance reaches zero the card can no longer be used.
Response 17.		Yes
Question 18.	Section 4.1.13	Will the District provide files in the standard format we ingest in from most of our clients?
Response 18.		Yes, to be further determined by the administering agency/program.

Question #	RFP Section/Subsection	Question
Question 19.	Section C.4.2	Card Specifications, #7 – Is the District able to provide card samples of current card design for its disbursement programs? (Q. 86)
Response 19.		No. The District expects the contractor to provide a basic card style and design options to include allowing the District to select pictures and logo for a standard card design(s) that will be at no cost to the District.
Question 20.	Section C.4.2.7	Does the recipient receive a card for each program they are enrolled in?
Response 20		Yes.
Question 21.	Section C.4.2.7	Can you provide program card samples?
Response 21.		See Response 19.
Question 22.	Section C.4.5	Card Activation - #4 states all reloadable and non-reloadable cards shall be shipped at no charge to the cardholder. Please rewrite the requirement to state that all reloadable cards shall be shipped at no charge to the cardholder. Non-reloadable cards/Instant Issue programs for MPD Anonymous TIP# Program and MPD return of Seized Money Program shall be delivered to MPD or specified location.
Response 22.		MPD program cards will not be shipped to the cardholder. See Attachment A, Item #8.
Question 23.	Section C.4.7	Cardholder Fees Are you able to provide card redemption stats for 2023 card usage relative to the cardholder fees?
Response 23.		No, stats are unavailable.
Question 24.	Section C.4.7	No Fee" transaction for Savings Enrollment – does this refer to cardholders' ability to set money aside on card into separate" account"?
Response 24		Section C.4.7.o refers to a Savings Account Enrollment . See Attachment A, Item #9.
Question 25.	Section C.4.8 #1	What is your preferred enrollment file format by program?
Response 25.		The preferred format would be SFTP and Excel Spreadsheet upload.
Question 26.	Section C.4.9	Reversals and Recalls - What does the District mean by "all remaining funds" that would need to be returned to the District's bank?
Response 26.		This references the District's escheatment law, per Section C.4.1.6.
Question 27.	Section C.4.11	Card Program Implementation - When does the District intend to select/award a vendor? What is your target go live date?
Response 27.		This will be determined upon awarding a contract. See Response 6.

Question #	RFP Section/Subsection	Question
Question 28.	Section C.4.17 #3	a. Does this requirement represent all new employees as they join UMC will be mailed to UMC to distribution for the duration of the contract? b. Does this program consider an Instant Issue Program? c. Would UMC consider allowing contractors to mail initial payroll cards to employees?
Response 28.		a. Yes, all new employees will be mailed a new "Payroll" card to the home address that is established in the initial card create process. Per Section C.4.11.5, the COTR will determine to re-issue new cards to current cardholders if the District implements a new solution as a result of this RFP. b. The UMC program is considered a payroll program not an instant issue card solution. c. Yes
Question 29.	Section C.4.18	Can the District share the required file layouts to be received from OnPoint
Response 29.		OnPoint is no longer the contractor heading the Unemployment Insurance program. However, the new vendor will share the file layout upon establishing a new prepaid debit card contract. See Attachment A, Item #10.
Question 30.	Section C.4.18 #2	Does "Claimant Application" refer to your Unemployment Benefits Program?
Response 30.		Yes.
Question 31.	Section 4.19 #2	Contract shall mail cards to taxpayers address with shared secret information for activation. What does "secret" information represent? Please explain the process cardholders will follow when utilizing "shared secret" information to activate card. Cardholders must set up a secure PIN to activate cards for access to funds.
Response 31.		This language refers to the need to mail cards to the income tax recipient in a sealed envelope. Instructions should be enclosed in the envelope instructing the cardholder on how to activate the card and establish a PIN number. See Attachment A, Item #11.
Question 32.	Section C.4.19	Office of Tax Revenue (OTR) Card Files - Can you please explain what you mean by "The Contractor shall not have access to the shared secret information."
Response 32.		.The requirement is meant to convey the need to enclose card activation instructions with the enclosed debit card. See Attachment A, Item #11.
Question 33.	Section C.4.19 #4	How many checks are issued annually to replace a card that was cancelled per cardholder request?
Response 33.		There has never been a check issued at the request of the cardholder. However, the current contractor has initiated issuing a check to the cardholder for a card that was cancelled.
Question 34.	Section H.7.4	Will Contractor employees be required to travel to DC for the Ethics Training?
Response 34.		No, personnel would be able to opt for the web-based training.

Question #	RFP Section/Subsection	Question
Contract 35.	Section I. 18	Please identify any Custom Product which is Product Deliverable to this Agreement. If there is none, would the District be willing to remove relevant provisions? Contractor does not consider the Deliverables under the Agreement to be Custom Products or Products in which Contractor would need to transfer a license.
Response 35.		Custom Products are not required and are not disallowed. As such, the section remains unchanged.
Question 36.	Section I. 18	Please identify any licensed software or computer software that is a Product Deliverable to this Agreement. If there is none, would the District be willing to remove relevant provisions?
Response 36.		No specific licensed software or computer software is required; however, Offeror may propose licensed software or computer software. As such, the section remains unchanged.
Question 37.	Section M.4.3	Preferences for Certified Joint Ventures - If the Prime Vendor is not a Department of Small and Local Business Development (DSLBD), but one of the subcontractors is, would we get credit for that entity?
Response 37.		Preferences for Certified Joint Ventures would be applied based on the points DSLBD assigns to the joint venture's certification. Refer to Section M.4.4.3 for additional information.
Question 38.	Attachment J.4	Past Performance Evaluation - Do the completed forms need to be submitted before the bid deadline? If so, to whom does the reference clients need to submit the form? If so, will we be notified that the forms were received?
Response 38.		Offerors must have submit the completed forms with its proposal.
Question 39.		How to handle if a transaction that the provider charges for is not on the list to propose a fee?
Response 39.		Offerors must review the no Cardholder Fees list and the Cardholder Fees list to propose their fees. If an Offeror does not see a transaction on the list to propose its fees, the Offeror must present the transitions during the Q&A period for the District to consider to adding it to the No Fee list or to the Allowable fee list. The District will amend the No Fee list or the Allowable fee list as applicable. The Offerors must not condition its price proposal with any additional fees that are not listed in the solicitation. The District may not consider any additional fees during negotiations.
Question 40.		The District requests the technical responses to be an affirmation or a description, but what if an Offeror needs to describe a technical response instead of an affirmation?
Response 40.		The Offeror may respond with a description in addition to an affirmation to comply with the requirement as is. Also, Offerors may raise specific requests to a requirement in the Q&A phase as to why the District should consider a description opposed to an affirmation. The District will respond to each request and will amend the response requirement in J.4 is so determined to accept the requested change.
Question 41.	Attachment J.5 Tab A req.	... provide the Offeror's standard agreement that the District would be required to executed for the solution, if any.

Question #	RFP Section/Subsection	Question
	C.4.1.1, C.4.11.1,C.4.13.2, C.4.14.5, C.4.2.1.2	Provide the Offeror's draft Implementation Plan. Provide an example of the Offeror's Response Plan Provide a copy or draft of the Offeror's business continuity and disaster recovery plan. Several attachments are required within Section C requirements. These are lengthy documents. For ease of review, would the District allow Offeror's to provide these attachments as an Attachment section to the Technical Proposal?
Response 41.		Yes. Note, the attachments required to be submitted in an Offeror's proposals are requested in response to Section L.3 and Attachment J.5.
Question 42.	Attachment J.5 Tab A req. C.4.6.5 & RFP Section C.4.6.5	Attachment J.5 Describe and provide examples of cardholder deposit notification and low balance notification by email, phone, or text message. RFP C.4.6.5 Page 14 5. The Contractor shall provide the COTR with a list and map or schematic of all ATMs and branch locations for the issuing financial institution and associated networks within the District of Columbia. The instructions for requirement C.4.6.5 in Attachment J.5 Tab A do not align with RFP requirement C.4.6.5. Please clarify what the Offerors are to respond to.
Response 42.		See Amendment 2, Attachment A, Item #3 regarding the Revised ATTACHMENT J.5 - Technical Proposal Response Matrix-Amendment 2 to correct the instructions for Section C.4.6 in Attachment J.5 Tab A to align with the RFP requirements of Section C.4.6.
Question 43.	Attachment J.5 Tab A req. C.4.15.3	Describe the Offeror's for notifying the COTR and the corresponding Program Administrator when fraudulent card usage is suspected and when the suspected fraudulent issue is resolved. A word is missing after the Offeror's. Please clarify if the missing word should be "process."
Response 43.		See Amendment 2, Attachment A, Item#3 regarding the Revised ATTACHMENT J.5 - Technical Proposal Response Matrix-Amendment 2 to correct the instructions for Tab A req. C.4.15.3 by adding the missing word "procedures".
Question 44.	RFP Section H – Special Contract Requirements	Please clarify if Offerors are to respond to items in Section H and, if so, where Offerors are to respond to those items. (page 33-36)

Question #	RFP Section/Subsection	Question
Response 44.		Offerors are not excepted to response to items in Section H. The Section H clauses will be provisions in the resultant contract.
Question 45.	RFP Section L.3.2. A	(1) Provide a description of the Offeror's approach and methodology to meet the requirements of Sections C.4.1 through C.4.21 where a description is requested in Attachment J.5, tab A. RFP Section L.3.2, subsection A states to "Provide a description of the Offeror's approach and methodology to meet the requirements of Sections C.4.1 through C.4.21 where a description is requested in Attachment J.5, tab A." However, Attachment J.5, tab A lists requirements through C.5.4. Please confirm that Offerors are to provide responses to all requirements in tab A (Sections C.4.1 through C.5.4).
Response 45.		Responding to Attachment J.5, Tab A, Sections C.4.1 through C.5.4, is the correct action. See Amendment 2, Attachment A, Item#3.
Question 46.		(2) provide the Attachment J.4 Past Performance Plan, tab C. Section: Experience and Past Performance (Page 64) Please confirm subsection 2 should reference Attachment "J.5, tab C" instead of "J.4 Past Performance Plan."
Response 46.		To confirm, in addition to Items (a.) and (b.), Offerors shall provide (c.) at least three (3) public sector client completed Attachment J.4, Past Performance Evaluation Forms from the list of references identified in response to Item (b). This shall be in response to Attachment J.5, tab C, Ref# 123.
Question 47.	RFP Section L.1.7	The District will reject any bid or proposal that fails to include a subcontracting plan that is required by law, pursuant to Section H.3. (Page 63) RFP Section H.3 is labeled "Reserved" and no other sections discuss a Subcontracting Plan. Please clarify if Section L.1.7 should be removed. If not, provide Offerors with the Subcontracting Plan requirements.
Response 47.		To confirm, a subcontracting plan is not required by law for this RFP, as such Section H.3 is labeled "Reserved".
Question 48.	RFP Section L.3.2 A, B, C & L.12.3	L.12.3 All documents should be in a .pdf file. The District will not be responsible for the corruption of any file submitted. Proposal Instructions for RFP Section L.3.2 items A, B, and C require that Offerors provide the associated J.5 (Excel file) tab section indicating the page numbers and/or section in the Offeror's proposal where the information is located. RFP Section L.12.3 states that "all documents should be in a pdf file." Please confirm the District wants the associated J.5 Excel file tab saved as a PDF and not provided as an Excel file.
Response 48.		Attachments J.5 and J.6 should be provided in Excel. See Amendment 2, Attachment A, Item#5.

Question #	RFP Section/Subsection	Question																																																																													
Question 49.		As a result of the responses to this initial round of questions, Offerors may have additional questions. Would the District add a second round of questions?																																																																													
Response 49.		Yes, see Amendment 2, Attachment A, Item#2.																																																																													
Question 50.	RFP Section C.3.1, Table 1	<p>Please provide the 2023 spend (actual or estimated) for the following programs: (Page 6-7)</p> <ul style="list-style-type: none">• DOES Summer Youth Employment• DOES In-School and Out- of-School Year Around Youth• DC Career Connections• DOES Pathways for Young Adults• DOES Solar Works Program• DOES Project Empowerment for Transitional Employees• DOES One City School HS <p>DC Paid Family Leave</p>																																																																													
Response 50.		<p>The available information is as follows:</p> <table><tr><th>Agency Program</th><th colspan="2">2022</th><th colspan="2">2023</th><th></th><th></th></tr><tr><th>Focus</th><th>Total # of Registrations</th><th># of Active Cards 12/31/22</th><th>Total \$ of Loads</th><th>Total # of Registrations</th><th># of Active Cards 12/31/23</th><th>Total # of Loads</th></tr><tr><td>United Medical Center</td><td>1</td><td>170</td><td>\$1,843,100.00</td><td>-</td><td>135</td><td>3,631</td></tr><tr><td>Adult and Dislocated Workers WEX</td><td>20</td><td>9</td><td>\$42,268.00</td><td>48</td><td>32</td><td>405</td></tr><tr><td>Back to work 50 Plus</td><td>-</td><td>-</td><td>\$9,321.00</td><td>-</td><td>1</td><td>8</td></tr><tr><td>Seeds for Success/Youth Apprenticeship</td><td>385</td><td>76</td><td>\$314,163.00</td><td>382</td><td>41</td><td>1,930</td></tr><tr><td>Solar Works</td><td>401</td><td>138</td><td>\$1,052,588.00</td><td>426</td><td>75</td><td>2,482</td></tr><tr><td>Summer Youth Employment</td><td>4,721</td><td>856</td><td>\$6,554,405.00</td><td>5,125</td><td>734</td><td>31,449</td></tr><tr><td>Career Connections</td><td>375</td><td>146</td><td>\$978,954.00</td><td>323</td><td>58</td><td>1,128</td></tr><tr><td>In/Out of School Year Around Youth</td><td>636</td><td>507</td><td>\$534,230.00</td><td>2,123</td><td>771</td><td>14,682</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td>\$1,930,874.00</td></tr></table>	Agency Program	2022		2023				Focus	Total # of Registrations	# of Active Cards 12/31/22	Total \$ of Loads	Total # of Registrations	# of Active Cards 12/31/23	Total # of Loads	United Medical Center	1	170	\$1,843,100.00	-	135	3,631	Adult and Dislocated Workers WEX	20	9	\$42,268.00	48	32	405	Back to work 50 Plus	-	-	\$9,321.00	-	1	8	Seeds for Success/Youth Apprenticeship	385	76	\$314,163.00	382	41	1,930	Solar Works	401	138	\$1,052,588.00	426	75	2,482	Summer Youth Employment	4,721	856	\$6,554,405.00	5,125	734	31,449	Career Connections	375	146	\$978,954.00	323	58	1,128	In/Out of School Year Around Youth	636	507	\$534,230.00	2,123	771	14,682							\$1,930,874.00
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Question #	RFP Section/Subsection	Question										
		Pathways for Young Adults	73	24			\$159,471.00	19		10	163	\$40,403.00
		1 City School IHS Private Sector LEAP Program	4	504	77		\$664,831.00	17		7	817	\$99,240.00
		Transitional Employees	236	1			\$0.00		-	1	-	\$0.00
		OPRS Payroll	4,790	2,054	126		\$136,676.00	2,902		388	5,085	\$3,633,990.00
							\$30,057,409.00	3,839		1,558	26,083	\$28,235,815.00
		ReliaCard										
		Unemployment Personal Income Tax (OTR)	20,985	2,329			\$24,029,525.22	13,517		2,901	53,674	\$28,236,886.00
		Caregivers Foster Care Subsidy Program	379	30			\$364,687.00	297		40	448	\$262,341.00
			102	1,536			\$26,892,665.00	90		1,489	19,875	\$25,264,930.00
			63		350		\$6,514,258.00	42		355	4,439	\$6,728,069.00
		Paid Family Leave	1,612		402		\$4,178,707.00	1,351		405	3,973	\$5,866,510.00
Question 51.	RFP Section - C.5 SERVICE LEVEL AGREEMENT (SLA)	<p>Each month, if the Contractor fails to meet the six (6) metrics for 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...(Page 24)</p> <p>Please clarify how the SLAs are paid. Who are you referring to as 'each customer'? Is this for all agencies using the contractor service?</p>										
Response 51.		<p>The SLA would be paid by deposits to the individual cards held by the customers (individual cardholders). The Service Level Agreements covers all agencies participating with the Contractors services. See Attachment A, Item #12.</p>										
Question 52.	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 										

Question #	RFP Section/Subsection	Question
		<ul style="list-style-type: none"> • 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 52.		The District anticipates providing available information in a subsequent amendment.
Question 53.	C.4.5 CARD ACTIVATION	<p>To allow the provider to respond fully to your instant issue requirements, will the District please expand on how their instant issue programs are used. (Page 3)</p> <ol style="list-style-type: none"> 1. Are instant issue cards used for initial enrollment for any of your programs? 2. If yes, will the provider be required to automatically send an embossed card? 3. If the initial cards are issued and funded at the same time, how are the funds sent to the provider (i.e., does your current provider require a prefunded account to be maintained)?
Response 53.		<ol style="list-style-type: none"> 1. No. 2. N/A

Question #	RFP Section/Subsection	Question
		3. The Agency sends a card create file. Once the individual receives the card, the Agency send a card fund file (ACH) with the amount that the card must be funded with.

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.			If awarded, we would consider good faith negotiations with the District towards the execution of a mutually acceptable definitive agreement.
Response 1.			The Contracting Officer may elect to proceed with any method of negotiations, discussions, or award of the contract without negotiations per Section M.1.4 of the RFP.
Question 2.	Pages 4-5	C.2 Definitions	Offeror requests an edit to the Instant Issue Card definition.
Response 2.			7. INSTANT ISSUE CARD – Instant-issue cards are non-personalized debit cards that are issued to card holders. The cards are secure debit cards that are received and held by the program administrators. These cards are maintained within a vault belonging to the program administrator and are disbursed for reloadable or nonreloadable funds. The Instant Issue Cards are given out in a sealed envelope to the recipient.
Question 3.	Pages 4-5	C.2 Definitions	Accepted
Response 3.			Offeror requests the addition of the following definition of “Subcontractor” or “Third-Party Contractor”: “Any entity that Offeror specifically retains to perform specifically identified services under this agreement.”
			Accepted

Question 4.	Page 8	C.3 Background; C.3.2- Instant Issue Card.	Offeror requests the following edit to the solicitation:
Response 4.			C.3.2- Instant Issue Card: With several of the District's benefits and payroll programs there is an Instant Issue card feature attached to the Prepaid Debit Card platform. . The listing below provides the total number of Instant Issue cards ordered by each respective District program.
Question 5.	Page 11	C.4.3 IVR AND ONLINE SYSTEMS	Request denied, as this is background information section of the current program. Offeror recommends the following edit to the solicitation:
Response 5.			4. The District shall retain the right to require the Contractor to consider changing wording of the IVR prompts and online content specific to the District's program that violate District standards and laws.
Question 6.	Page 13	C.4.5 CARD ACTIVATION	Request denied as agencies cannot allow violation of District standards and laws. Offeror recommends the following edit to the solicitation:
Response 6.			6. The District shall have the right to have the Contractor consider changing the wording of the material specific to the District's program that violates District standards or laws. Request denied as agencies cannot allow violation of District standards and laws.

Solicitation No. CFOPD-24-R-007
Pre-Paid Debit Card Services
Amendment No. 2

Question 7.	Page 13	C.4.5 CARD ACTIVATION	Offeror requests the following edit to the solicitation: 11. The Contractor shall have the ability to issue one card per card account, for all card types with a secondary card under a sub account. Both accounts have access to funds.
Response 7.			Accepted
Question 8.	Page 13	RFP; VII. Contractual Terms; M. Confidentiality and Security Requirements [C.4.5]	Offeror requests the following edit to the solicitation: 13. The instant issue cards must have an expiration of at least six months from delivery by the Contractor. The Contractor shall deliver to the COTR, or authorized designees, replacement cards in advance of the expiration of cards and for cards activated or loaded and carry a balance.
Response 8.			Accepted
Question 9.	Page 15	C.4.9. REVERSALS AND RECALLS	Offeror requests the following edit to the solicitation: 2. For all reversals and recalls, the Contractor must return all remaining funds to the District's bank within three (3) business days of receipt of the funds due to the reversal or recall prompt by ACH or wire transfer as permitted by applicable law. The COTR or District's Banking Relations Manager may require reversals or recalls by the Contractor.
Response 9.			Accepted, but "within two (2) business days of receipt of the funds" as the requirement.
Question 10.	Page 15	C.4.9. REVERSALS AND RECALLS	Offeror requests the following edit to the solicitation: 3. Subject to Nacha rules, the Contractor shall retrieve funds from cards as necessary to protect the District from losses in the event a card is issued under fraudulent or erroneous circumstances.
Response 10.			Accepted
Question 11.	Page 15	C.4.9. REVERSALS AND RECALLS	Offeror requests the following edit to the solicitation: 4. Subject to Nacha rules, the Contractor shall place a cancellation status on a cardholder's account and hold against applicable funds that need to be reversed or recalled within 24 hours of receiving notification from the District.
Response 11.			Accepted

Solicitation No. CFOPD-24-R-007
Pre-Paid Debit Card Services
Amendment No. 2

Question 12.	Page 15	C.4.10 REPORTS	Offeror requests the following edit to the solicitation: 1.The Contractor shall provide the COTR with web-based report generating capabilities on summary data related to the Prepaid Debit Card Services including, but not limited to, summary cards activity, summary card activation aging, summary lost and stolen card activity, and data on summary high level data customer service issues presented to the Contractor by cardholders and resolutions.
Response 12.			Accepted
Question 13.	Page 16	C.4.12 PRIVACY, CONFIDENTIALITY AND OWNERSHIP OF INFORMATION	Offeror requests the following edit to the solicitation: 1. The Office of the Chief Financial Officer is the designated owner of all data provided by the District or District agencies. If any agency makes a request to change or alter an agreed upon data format, the COTR must approve.
Response 13.			Accepted
Question 14.	Page 17	C.4.13 IDENTITY THEFT PREVENTION	Offeror requests the following edit to the solicitation: 4. The Contractor shall notify the COTR within seventy-two (72) hours of any unauthorized access, theft, or release of data containing PII ("breach"), including any knowledge and confirmation of breach. The notification shall be in a manner that meets the requirements of the District breach- notification law, D.C. Code § 28-3852.
Response 14.			Accepted
Question 15.	Page 18	C.4.15 FRAUD CONTROLS	Offeror requests the following edit to the solicitation: 1.The Contractor shall enable fraud protection mechanisms designed to ensure that only the correct cardholder can activate the card.
Response 15.			Accepted
Question 16.	Page 18	C.4.15 FRAUD CONTROLS	Offeror requests the following edit to the solicitation: 2..
Response 16.			Request denied for deleting in its entirety.
Question 17.	Page 18	C.4.15 FRAUD CONTROLS	Offeror requests the following strike to the solicitation: 3..

Solicitation No. CFOPD-24-R-007
Pre-Paid Debit Card Services
Amendment No. 2

Response 17.			Request denied for deleting in its entirety.
Question 18.	Page 18	C.4.15 FRAUD CONTROLS	Offeror requests the following edit to the solicitation: 4.The Contractor shall provide the COTR access to pull a summary of card status reports.
Response 18.			Accepted
Question 19.	Page 18	C.4.15 FRAUD CONTROLS	Offeror requests the following edit to the solicitation: 5.The Contractor shall notify cardholders in advance of changes in policies that will affect them or their account as required by Regulation E.
Response 19.			Accepted
Question 20.	Page 19	C.4.15 FRAUD CONTROLS	Offeror requests the following edit to the solicitation: 6. The Contractor shall ensure that cardholders are provided with any and all protections required under Consumer Financial Protection Bureau and Federal Reserve electronic funds regulations resulting from fraud, stolen or lost cards.
Response 20.			Accepted
Question 21.	Page 19	C.4.16 ANNUAL AUDIT	Offeror requests the following edit to the solicitation: 1.The Contractor shall provide annually, an Annual Audit and Statement on Standards for Attestation Engagements No. 16 SSAE18 (SOC 1).
Response 21.			Accepted

Solicitation No. CFOPD-24-R-007
Pre-Paid Debit Card Services
Amendment No. 2

Question 22.	Page 19	C.4.17 UMC PAYROLL CARD FILES	Offeror requests the following edit: 2.For new hires, additions or employee information updates, UMC will upload an Excel spreadsheet. The following fields of information will be contained in this spreadsheet: employee number; first, middle, and last name; address; account number, and routing number. The Contractor shall return an Excel spreadsheet via upload containing all of the above fields with the addition of the newly assigned account number for each new hire. If there are file errors or problems, the Contractor shall via upload communicate the error or concerns to UMC.
Response 22.			Accepted
Question 23.	Page 20	C.4.19 OFFICE OF TAX AND REVENUE (OTR) CARD FILES	Offeror requests the following edit to the solicitation: 4.The Contractor shall allow cardholders to transfer card balances online to a checking or savings accounts. If a cardholder requests a check to replace a card, the Contractor shall accommodate canceling the card and remitting a check to the cardholder.
Response 23.			Accepted
Question 24.	Page 21	C.4.20 CFSA CARD FILES	Offeror requests the following edit to the solicitation: 3.The Contractor shall ensure that the cards are funded monthly by the District's banking contractor via an ACH credit file transmission. The Contractor shall provide an acknowledgment to CFSA via transmission that the cards are loaded. Any notification of a file transference error or rejection shall be transmitted to District.
Response 24.			Accepted

Question 25.	Page 22	C.4.21 CARD RETURNS	Offeror requests the following edit to the solicitation: 2.If the address on the account is updated by the cardholder through a security check approved by the District, a reloaded replacement card shall be automatically mailed after the returned card funds are removed and card destroyed. Card cancellations and reissuances shall be done directly by the Contractor collaborating directly with the cardholder.
Response 25.			Accepted

Solicitation No. CFOPD-24-R-007
Pre-Paid Debit Card Services
Amendment No. 2

Question 26.	Pages 22-24	C.5 SERVICE LEVEL AGREEMENT (SLA)	As such, Offeror requests the edits to the Service Level Agreement to meet the Service Levels by which Offeror measures and reports upon:
Response 26.			See Attachment A, Item #13 Measure 1 - Request to remove this measurement for opening new accounts is denied. Measure 2 – Request to reduce the Target from 100% is denied. DC change to the following Target - 100% of funds are to be available to cardholders by the same business day as long as the District provided the file to the Contractor by 3:00 PM EST. Measure 3 and 4 - Accepted EXCEPT will NOT exclude regular scheduled maintenance in the calculation of the 95% availability target. Measure 6 - Accepted

Question 27.	Page 24	C.5 SERVICE LEVEL AGREEMENT (SLA)	Offeror requests that the District strike C.5.4.2.
Response 27.			Request denied for deleting the subsection in its entirety. In accordance with Section L.2, Offerors can submit alternatives of the subsection it wishes to present to the District during the Q&A phase for the District consideration. If Offerors submit exceptions in its proposal, the Offeror risk the District determining the exception as a material change and the proposal non-responsive or the District may award to the highest ranked based on initial offers and decline to resolve exceptions through discussion, thus proposals with exceptions may have a lower ranking. Exceptions would only be addressed if the District determines to conduct discussions or negotiations.
Question 28.	Page 24	C.5 SERVICE LEVEL AGREEMENT (SLA)	Offeror requests the following edit to the solicitation:
Response 28.			3.The SLA Rebates Report shall be available to the COTR via email on each month to the designated contact. Accepted
Question 29.	Page 26	E.1.2 Inspection of Supplies	Offeror requests the following edit to the solicitation:
Response 29			(c)The Contractor shall provide and maintain an inspection system covering supplies under this contract and shall tender to the District for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete during contract performance and for as long afterwards as the contract requires. The District may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under this contract. Accepted

Solicitation No. CFOPD-24-R-007
Pre-Paid Debit Card Services
Amendment No. 2

Question 30.	Page 26	E.1.2 Inspection of Supplies	Offeror requests the following edit: District has the right to inspect and test all supplies called for by the contract in accordance with Contractor's security policies and procedures, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The District will perform inspections and tests in a manner that will not unduly delay the work. The District assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in the contract.
Response 30.			Accepted for E.1.2(d).
Question 31.	Page 28	E.1.3 Inspection of Services	Offeror requests the following edit to the solicitation: (b)The Contractor shall provide and maintain an inspection system covering the services under this contract. Complete records of all inspection work 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.
Response 31.			Accepted
Question 32.	Page 28	E.1.3 Inspection of Services	Offeror requests the following edit to the solicitation: (c)The District has the right to inspect all services called for by 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.
Response 32.			Accepted
Question 33.	Pages 28-29	E.3 WARRANTY OF SERVICES	Offeror request that E.3. be struck from the Agreement.
Response 33.			Request denied for deleting the section in its entirety.
Question 34.	Pages 33-34	H.4 WARRANTIES	Offeror request that H.3. be struck from the Agreement. Alternatively, Offeror requests the word "warranty" be struck from H.4.1 though H.4.10.
Response 34.			Request for the word "warranty" struck from H.4.1 though H.4.10 accepted.
Question 35.	Page 34	H.5 DISCLOSURE OF LITIGATION	Offeror requests that the District strike Section H.5.
Response 35.			Request denied. The District will not consider an exclusive disclosure exception requests during the Q&A phase. If Offerors submit disclosure 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.

Solicitation No. CFOPD-24-R-007
Pre-Paid Debit Card Services
Amendment No. 2

Question 36.	Page 35	H.7BACKGROUND INVESTIGATIONS AND OTHER INTEGRITY REQUIREMENTS	Offeror requests the following edit to the solicitation: H.7.4.To advise Contractor individuals of the high expectation of integrity, in addition to Attachment J.2, Doing Business with Integrity, all key personnel assigned to the Contract shall be subject to annually attend the OCFO/OIO Integrity and Ethics Training at the District's direction. The training may be in-person and last up to four hours or may be web-based and last up to two hours.
Response 36.			Accepted
Question 37.	Page 36	H.10CFO/OCIO CYBERSECURITY AWARENESS TRAINING	Offeror requests the following edit to the solicitation: In the OCFO's ongoing effort to protect OCFO data, networks and computers against cyber attackers all key personnel, assigned to the Contract shall take and must pass the OCFO/OCIO Cybersecurity Awareness Training at the District's direction. The training is web-based, designed to heighten cybersecurity awareness so that the OCFO is less likely to become a victim of cybercrimes. The training is typically completed in one to two hours. The training shall be taken and must be passed annually by all Contractor personnel, during the term of the Contract.
Response 37.			Accepted

Question 38.	Page 44	I.10 TERMINATION FOR CONVENIENCE	Offeror requests that the District strike provision I.10 (b)(4).
Response 38.			Accepted
Question 39.		Solicitation, Section I.3 Indemnification Subsection I.3.1	Offeror requests the following edit to the solicitation: 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 attorneys' fees), resulting from, and to the extent that the claim directly arises out of, or in any-way is connected to, the negligence, willful misconduct, or breach of contract, in the activities or work performed by 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.			Accepted
Question 40.	Page 44	I.10 TERMINATION FOR CONVENIENCE	Offeror requests District strike I.10(b)(9).

Solicitation No. CFOPD-24-R-007
Pre-Paid Debit Card Services
Amendment No. 2

Response 40.			Accepted
Question 41.	Page 50	I.16 NON- DISCLOSURE AGREEMENT	Offeror requests a mutual non-disclosure agreement.
Response 41.			Request denied for deleting the section in its entirety.
Question 42.	Page 55	I.30 INSURANCE	Offeror requests edits to the solicitation:
Response 42.			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 43.			Will the District please consider including language in the final contract that adds a reasonable cap on Contractor's liability?
Response 43.			The District will not consider an exclusive exception request during the Q&A phase. If Offerors submit 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 44.	Page 17	C.4.13 IDENTITY THEFT PREVENTION	Offeror requests the following edit to the solicitation: 7. Any claim in relation with a data breach due solely to negligence of the Contractor shall solely be the responsibility of the Contractor and the Contractor shall bear all the liability related to the breach.
Response 44.			Accepted