

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT		1. Solicitation Number CFOPD-24-R-033		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 Delinquent Debt Collection Services	
6. Issued by: Office of the Chief Financial Officer Office of Contracts 1100 4 th Street SW Suite E620 Washington, DC 20024			7. Administered by (If other than line 6)		
8. Name and Address of Contractor (No. street, city, county, state and zip code) ALL POTENTIAL OFFERORS Code Facility			9A. Amendment of Solicitation No. CFOPD-24-R-033		
			9B. Dated (See Item 11) August 12, 2024		
			10A. Modification of Contract/Order No.		
			10B. Dated (See Item 13)		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning a <u>1</u> written copy of the amendment: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (If Required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS , IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
A. This change order is issued pursuant to (Specify Authority):					
B. The above-numbered contract/order is modified to reflect the administrative changes.					
C. This supplemental agreement is entered into pursuant to authority of:					
D. Other (Specify type of modification and authority) Administrative					
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return 1 copy to the issuing office.					
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) The above-mentioned solicitation to provide Delinquent Debt Collection Services is hereby amended to incorporate changes (Attachment A) and provide updated responses to inquiries received (Attachment B). <p style="text-align: center;">ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED</p>					
Except as provided herein, all terms and conditions of the document is referenced in Item 9A or 10A remain unchanged and in full force and effect.					
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer Drakus Wiggins CPPB, CPPO		
15B. Name of Contractor (Signature of person authorized to sign)		15C. Date Signed		16B. District of Columbia <i>Drakus Wiggins</i> (Signature of Contracting Officer)	
				16C. Date Signed 10/30/2024	

Attachment A

The following changes are hereby incorporated into the solicitation.

1. Section C.20 is hereby deleted in its entirety and replaced as follows to remove the provision that the Contractor shall not add any additional collection fees:

C.20 COLLECTION FEE – SCOPE B

- C.20.1 The District has adopted legislation, D.C. Code §1-350.03, that permits the addition of a collection fee to be added to all outstanding debt balances. The collection fee is subject to the contingency fee provision for the Contractor payments.
 - C.20.2 The collection fee will be added to all debt accounts prior to sending the accounts to the Contractor.
 - C.20.3 In a case where an account has been assigned to the Contractor and the CCU adjusts the amount of the account, the fee generated by the Contractor for services rendered shall be calculated on the adjusted amount and not the original amount.
2. Section C.43.2 is hereby deleted in its entirety and replaced as follows to permit the contractor to apply
- C.43.2 The Contractor shall utilize the District’s exclusive merchant processor, unless otherwise directed. The Contractor shall be responsible for all interchange fees and processing charges (“merchant fees”) assessed by Visa, MasterCard, American Express, or Discover credit card networks for all credit card and debit card transactions. The Contractor may charge debtors and customers a convenience fee for using a credit or debit card. This “convenience fee” shall not exceed the contractual limit set by the District with its merchant services provider. The COTR will advise the Contractor of the limit and any changes thereof. This “convenience fee” shall not be factored into the Contractor’s Contingency Fee.

Attachment B

The following are updated responses to prior inquiries received due to the changes incorporated into the solicitation via Amendment 4, Attachment A.

Amendment 2, Attachment B:

Question 4: Regarding C.43.2 on page 32 of the RFP: Can the contracted Offeror assess District debtors with any related fees for debit and credit card use?

Response 4: Yes, see Amendment 4, Attachment A, Item 2. Based on the contract between the District and its current exclusive merchant services provider, which is currently Chase Paymentech, the “convenience fee” shall not exceed 2.65%, the contractual limit set by the District with Chase Paymentech.

Question 85: C.14.8 (page 18): Are the credit card processing fees paid by the CCU? If not, please confirm that the CCU and contractor are each only responsible for its own processing fees. If the contractor is responsible for credit card fees on its transactions, please indicate how are processing fees calculated and billed?

Response 85: Credit Card processing fees are not paid by the CCU. The fees are the responsibility of the contractor, however the Contractor must utilize the District merchant processor. An account must be set up with the District’s merchant processor, who may bill the contractor once a month for the processing fees. The Contractor may charge debtors and customers a convenience fee for using a credit or debit card.

Question 123: Would the collection agency be expected to add any fees or interest to the assigned placement amount?

Response 123: See Amendment 2, Attachment B, Response 81. Also, the Contractor may charge debtors and customers a convenience fee for using a credit or debit card. See Amendment 4, Attachment A, Item 2.

Amendment 3, Attachment B:

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

- a. Please provide the average, monthly merchants fees (in dollars) that are being billed to the incumbent.
- b. What is the current merchant fee percentage/rate charged on each payment inclusive of all merchant fees (i.e., 3.25% of every payment)?

- c. For those payment's that are "non-creditable" to the collection agency but are still processed through the District's Merchant, are those and will those merchant fees be excluded from the monthly bill to the vendor, as we shouldn't be charged for fees on payments that we did not collect? Please clarify.
- d. Please provide the average dollars per month of payments that were not credited to the collection vendor.

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

- Response 3:
- a. The District is currently not billing the Contractor for any merchant fees. The District does not have the data on the dollar amount the merchant processor is billing the incumbent. The Contractor is responsible for the payment of the fee for any payments made using the Contractor's payment portal. **See the updated Amendment 2, Response 85 above stating that the Contractor may charge debtors and customers a convenience fee for using a credit or debit card.**
 - b. The contractor is currently paying the price of merchant services which is approximately 3%.
 - c. Merchant fees are not charged **to the contractor** for non-creditable.
 - d. On average, approximately \$300,000 comes through various District agency websites. There is no way to separate the delinquent account payments from the others since the District does not have a tool analyzing individual transactions for delinquent and non-delinquent accounts. Each month CCU receives over 500 pages of transactions reported to the District. A breakdown of these transactions to delinquent vs non-delinquent is not available.