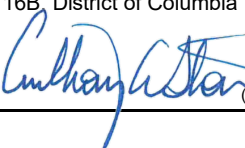


AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT			1. Solicitation Number CFOPD-25-R-022		Page of Pages <div style="display: flex; justify-content: space-between; width: 100%;"> 1 1 plus Attachments A and B </div>		
2. Amendment/Modification Number Amendment No. 2		3. Effective Date See Box 16C		4. Requisition/Purchase Request No.		5. Solicitation Caption Financial Institutions Data Matching Services	
6. Issued by: Code 				7. Administered by (If other than line 6)			
Office of the Chief Financial Officer (OCFO) Office of Contracts 1100 4 th Street SW Suite E620 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-25-R-022			
				9B. Dated (See Item 11) February 28, 2025			
				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)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return one (1) copy to the issuing office.							
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) <p style="margin-left: 40px;">The above referenced solicitation to provide Financial Institutions Data Matching Services is hereby amended to incorporate the following changes:</p> <p style="margin-left: 40px;">A. The District's responses to Offeror questions received (Attachment A).</p> <p style="text-align: center; margin-top: 20px;">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			
				Anthony A. Stover, CPPO			
15B. Name of Contractor		15C. Date Signed		16B. District of Columbia		16C. Date Signed	
(Signature of person authorized to sign)				 (Signature of Contracting Officer)		April 4, 2025	

Attachment A

CFOPD-25-R-022 – Financial Institutions Data Matching Services

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

1. For Section B.5, Pg 4 – Price Schedule: Where should we indicate the implementation fee for the Optional Draft Levy Process since it's a separate component to the FIDM costs? Could we use line item 004 – Contractor Setup for FIDM Services?

Response: Please see the revised price schedule in Attachment B.

2. For Section B.5, Pg 4 – Price Schedule: Can the District define what a unit is under the Optional Draft Levy Services line item? I.e. Sending of a notice (regardless of type), Account, Levy to FI, Levy to Debtor, Release/Reduce/Turnover, etc.

Response: Levies are issued per taxpayer account (each), even if it involves multiple levies/actions for the same account.

3. For Section C.3, Pg 8 - FI Relationships: Will the current Memorandum of Understanding's with the financial institutions transfer to the new contract, or will new MOU's need to be obtained for all FIs?

Response: The District will need additional MOU's if new financial institutions are added and potentially if a new Contractor is selected.

4. For Section C.3.3, Pg 8: How many debtors does the District plan to send to the contractor for the purposes of data matching?

Response: We currently send approximately 30K entities weekly (i.e., SSN, FEIN, ITIN) to the FIDM based on the SSN and Name match at the banks. The number varies between 25- 35k from our system.

5. For Section C.7, Pg 10 – Produce and Mail Notices: Can you clarify the requirement for C.7.2? Does this mean send the Notice of Levy out to the Financial Institution where *they* will hold the assets? Or does it mean sending the Notice of Levy to the account holder on behalf of OTR?

Response: The financial institution in receipt of the Notice will hold any levied funds for 10 days prior to releasing the funds to OTR. This section is in reference to the Notice of Levy sent to the Financial Institution.

6. For Section C.7, Pg 10 – Produce and Mail Notices: How many pages is the Districts Notice of Levy?

Response: **Our Notice of Attachment and Levy is three (3) pages total. It includes a cover page, blank page and the actual levy notice itself.**

7. For Section C.7, Pg 10 – Produce and Mail Notices: Will the District provide a sample of their Notice of Levy?

Response: **The District can provide a sample notice to the successful Offeror.**

8. For RFP Section C.7, Pg 10 – Produce and Mail Notices: How many notices does the District expect to send through the Levy application per quarter?

Response: **This will be determined internally based on an established priority within the administration and the active debt pool eligible for Levy. The number may be increased or decreased.**

9. For Section C.8, Pg 11 – Produce and Send Turnover Order or Release of Levy: How many pages is your Turnover Notice and how many pages is your Release of Levy notice?

Response: **Both Notices are one page each.**

10. For RFP Section F.3.2, Pg 17: If the report described in Section I.31 is not applicable to Offeror, will this Deliverable be waived in the resultant contract?

Response: **If it doesn't meet the threshold, then it is not required, nor would a waiver be needed.**

11. For RFP Section H.3.1, Pg 23: Please confirm that the subcontracting requirements do not apply to this contract if the initial one-year contract, and any renewal options, are less than \$250,000?

Response: **If the contract will not exceed \$250,000.00 in any year then a subcontracting plan or waiver is not required.**

12. For RFP Section I.1 K, Pg 31: If Offeror does not have an office in the District, and the work under this contract would be performed in another state, is Offeror required to pay the current living wage rate for District of Columbia?

Response: **Please refer to the citations and website mentioned in the clause for clarification.**

13. For RFP Section I.18, Subsection B.1-Existing Products, Pg 48: Would the District consider adding the following language to this section?

The District's license to use any Existing Products shall terminate at the conclusion or termination of the contract.

Response: **This can be discussed during contract negotiations.**

14. For RFP Section I.18, Subsection G. (new), Pg 50: Would the District consider adding the following new provision to the contract?

Nothing contained in this clause shall imply a license to the District under any patent or be construed as affecting the scope of any license or other right granted to the District under any patent.

Response: **This can be discussed during contract negotiations.**

15. For RFP, Section I.29 (Reserved), Pg 51: Would the District consider adding the following as a new provision to the contract?

I.29 Proprietary Requirements: Trade secrets or similar proprietary data, which the Contractor or the District does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted. The District and the Contractor shall identify and mark all proprietary materials.

Response: **This can be discussed during contract negotiations.**

16. For RFP Section I.30, Subsection A. 8. Professional Liability (Errors & Omissions), Pg 54: Industry standards for an extended reporting period is 2 to 3 years. Would the Department consider reducing the extended reporting period from 10 years to 2-3 years after completion of service to align with those industry standards?

Response: **This can be discussed during contract negotiations.**

17. For RFP Section I.30, Subsection A.9. Commercial Umbrella or Excess Liability, Pg 54: Vendor's umbrella/excess liability policy covers General Liability, Auto Liability and Employer's Liability (under Workers Comp) only. Will the Department allow an exception to the requirement that the Umbrella or Excess Policy extend to **all** liability coverages?

Response: **This can be discussed during contract negotiations.**

18. For RFP Section I.30, Subsection G-Notification, Pg 55: Because our insurance carrier no longer includes a cancellation notice on either the policy or the certificate of insurance in compliance with industry standards, will the District accept direct notification from the Contractor in the event of any policy cancellation or limit changes?

Response: **This can be discussed during contract negotiations.**

19. For RFP Section I.31, Pgs.55-56: If Offeror does not have an office in the District, and the work under this contract would be performed in another state, will the District waive the 51% District Residents New Hires and First Source Employment Agreement requirements?

Response: **This can be discussed during contract negotiations.**

20. For RFP Section L.3.5.1, Pg 63: As a privately-held company we consider our financial statement as proprietary and confidential, both from the general public and most internal staff. Due to its confidential nature, may we submit our financial statement as a separate PDF file, labeled “CONFIDENTIAL <<Company Name>> Financial Statement”?

Response: **Please submit the information in accordance with Section L.3.4 – Redacted Proposal Copy. There is guidance on how to submit proprietary and confidential information within the clause.**

21. Attachment J.3, Bidder-Offeror Certifications, Section II. Part 4: If First Source Obligations are not applicable to this contract, is an Initial Employment Plan required?

Response: **Please complete the form with all the information that you feel is applicable, and if there is any additional information or revisions needed this can be discussed during contract negotiations.**

22. Attachment J.4 - Will FTI be sent to the contractor under this contract? Yes

Response: **Yes, Publication 1075 compliance is required as stated in Section H.11.**

Attachment B

CFOPD-25-R-022 – Financial Institutions Data Matching Services

1. Sections B.5.2, B.5.4, B.5.6, B.5.8 and B.5.10 are hereby deleted and replaced with the following:

B.5.2 OPTIONAL DRAFT LEVY PROCESS (Base Year)

Contract Line- Item No. (CLIN)	Item Description	Unit	Quantity	Unit Price
005	Optional Draft Levy Services	Each	TBD	\$
006	Implementation Fees for Optional Draft Levy Services	Each	1	\$

B.5.4 OPTIONAL DRAFT LEVY PROCESS (Option Year One)

Contract Line- Item No. (CLIN)	Item Description	Unit	Quantity	Unit Price
104	Optional Draft Levy Services	Each	TBD	\$
105	Implementation Fees for Optional Draft Levy Services	Each	1	\$

B.5.6 OPTIONAL DRAFT LEVY PROCESS (Option Year Two)

Contract Line- Item No. (CLIN)	Item Description	Unit	Quantity	Unit Price
204	Optional Draft Levy Services	Each	TBD	\$
205	Implementation Fees for Optional Draft Levy Services	Each	1	\$

B.5.8 OPTIONAL DRAFT LEVY PROCESS (Option Year Three)

Contract Line- Item No. (CLIN)	Item Description	Unit	Quantity	Unit Price
304	Optional Draft Levy Services	Each	TBD	\$
305	Implementation Fees for Optional Draft Levy Services	Each	1	\$

B.5.10 OPTIONAL DRAFT LEVY PROCESS (Option Year Four)

Contract Line- Item No. (CLIN)	Item Description	Unit	Quantity	Unit Price
404	Optional Draft Levy Services	Each	TBD	\$
405	Implementation Fees for Optional Draft Levy Services	Each	1	\$

2. Section C.6, C.7, and C.8 are hereby deleted and replaced as follows:

C.6 OTR DRAFT AUTOMATED LEVY PROCESS (Optional)

The District will request any additional services regarding Automated Levy Process via a written modification to the contract prior to rendering of services. The Contractor shall provide a bank levy process between OTR and the financial institution.

The bank levy process shall include the following:

- a) Mailing Notices of Levy to the financial institution.
- b) Mailing release and/or partial releases of levy notices.
- c) Mail OTR authorized Notices of Levy based on accounts match and authorized by OTR staff.
- d) All mail shall be sent First-Class.
- e) The Contractor will be reimbursed for actual First-Class postage cost.
- f) Select the appropriate next action based upon the levy results such as providing the debtor with a copy of the notice of levy, issuing a release or partial release as determined by OTR staff.
- g) Allow OTR to input the amount of the levy or /release of levy and an option to use an indicator, which will cease all levy actions until further notice.
- h) Provide an option for OTR to notate if the taxpayer had special conditions that may prevent a future levy attempt such as but not limited to Bankruptcy, Social Security, Unemployment and Pension, financial hardship, etc.
- i) Provide OTR the ability to manually adjust individual taxpayer accounts to correct errors, activate or deactivate an account or delete an account.
- j) OTR will establish policy parameters such as exempt amounts from levy, minimum levy proceeds from an account, specific accounts exempt from levy such as accounts set up under the Gift to Minors Act.

C.7 PRODUCE AND MAIL NOTICES OF LEVY TO FINANCIAL INSTITUTIONS (Optional)

If the District modifies the contract to require the services as described in Section C.6, then the Contractor shall provide the following:

- C.7.1 The Contractor shall provide a function within the application to allow OTR to review and determine the identified matched accounts on which to consider issuance of a Notice of Levy.
- C.7.2 The Contractor shall send Notices of Levy to accounts and hold the assets located at the financial institution for a predetermined number of days, subject to OTR policy and/or District law.
- C.7.3 The Contractor shall mail the OTR authorized Notices of Levy on matched accounts located at the financial institution.

**C.8 PRODUCE AND SEND TURNOVER ORDER OR RELEASE OF LEVY TO
FINANCIAL INSTITUTIONS (Optional)**

If the District modifies the contract to require the services as described in Section C.6, then the Contractor shall provide the following:

- C.8.1 The Contractor shall provide a function within the application for OTR personnel to select accounts levied upon that will be issued a release or partial release of levy. The release or partial release will be mailed to the financial institution prior to the release of any funds and for an agreed period after notification of levied funds being held by the financial institution.