

<b>AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT</b>		1. Solicitation Number <b>CFOPD-24-R-003</b>		Page of Pages	
				1	Attachments
2. Amendment/Modification Number  <b>Amendment No. 2</b>	3. Effective Date  <b>See Box 16C</b>	4. Requisition/Purchase Request No.	5. Solicitation Caption  <b>Treasury Management System</b>		
6. Issued by: Code		7. Administered by (If other than line 6)			
Office of the Chief Financial Officer Office of Contracts 1100 4 <sup>th</sup> Street SW Suite E610 Washington, DC 20024					
8. Name and Address of Contractor (No. street, city, county, state and zip code)  <b>ALL POTENTIAL OFFERORS</b>		<b>X</b>		9A. Amendment of Solicitation No. <b>CFOPD-24-R-003</b>	
				9B. Dated (See Item 11) <b>April 8, 2024</b>	
				10A. Modification of Contract/Order No.	
				10B. Dated (See Item 13)	
Code Facility					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<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.					
<b>12. Accounting and Appropriation Data (If Required)</b>					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS , IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14</b>					
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					
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return 1 copy to the issuing office.					
<b>14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)</b>					
<p>The above referenced solicitation to provide a Treasury Management System is hereby amended to reflect the following changes (Attachment A) and response to inquiries received (Attachment B).</p> <p style="text-align: center;"><b>ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED</b></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		
			<b>Drakus Wiggins</b>		
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)		<b>April 25, 2024</b>

## **Attachment A**

**The following changes are hereby incorporated into the solicitation.**

- 1. Section L.2 is hereby amended to extend the deadline for questions to May 13, 2024, 2:00pm EST.**

## **ATTACHMENT B**

### **The following are responses to inquiries received.**

- Question 1. What is the calendar target for new TMS go live? Does this target correspond with end of term for the existing systems or other de-commissioning deadlines?
- Response 1. The anticipated timeline for implementation is 6 months from the date of contract award, aligning with the conclusion of the current system's contract, with potential parallel operating period of 2-3 months.
- Question 2. Are there plans for a parallel operating period where the existing & new system will be operational simultaneously? If so, what is the duration of the parallel operating period?
- Response 2. See Response to Q.1
- Question 3. Does the District require any conversion of data from their current TMS system?
- Response 3. No, but the District would be interested in any potential solutions.
- Question 4. Section B.4.11.1 Optional Items. Is the District's Integrated Financial System comprised exclusively of Oracle Cloud, or inclusive of Oracle Cloud with other systems? If there are other systems, please list the other systems
- Response 4. No additional internal systems however, we use a connection to:  
Goldam Sach Mosaic Money Maret Fund portal  
Wells Fargo (for payment processing- Wires, Book Transfers, and ACH both via Oracle ERP and manual entry)
- Question 5. Section C.3.1 General Requirements. Will the District amend the requirement to have completed at least one public sector or nonprofit organization (state, county, or local government) implementation to include private sector implementation? Failing that, will the District amend the requirement to have completed at least one public or nonprofit organization implementation so that this requirement can be satisfied by the Contractor or its subcontractor?
- Response 5. The requirement remains unchanged at this time.
- Question 6. Section C.3.2.2a Bank Polling. Beyond the 15 banks listed in Attachment J4, what are the other banks included in the total of 23? Which banks are targeted for payments executed by the TMS as opposed to Oracle Cloud?
- Response 6. Section C.3.2.2a is hereby corrected to state that there are 15 banks; not 23. Wells Fargo is the focus of attention for Oracle and TMS payments, with the top bank accounts associated with Wells Fargo. These accounts play a primary role in managing the district's cash.
- Question 7. Section E.1.3 Inspection of Services. Will the District agree to a reasonable timeframe for inspection (e.g. 10 days) to avoid the potential of project delay due to untimely inspection/acceptance?

Response 7. The District makes no agreement at this time. The referenced section remains unchanged. 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 8. Section E.3 Warranty of Services. Will the District agree to an industry standard warranty period of 90 days from acceptance of services/a deliverable, rather than the duration of the contract?

Response 8. See Response 7.

Question 9. Section F.3 Deliverables & F.3.1. Will the District agree that activities must be performed in accordance with the requirements of the contract, rather than as required to complete the District's requirements (which are unknown to contractor)?

Response 9. Confirmed. The District's requirements are the requirements of the contract.

Question 10. Section G.2 Invoice Payment, G.2.1 & G.2.3. Will the District agree to reference the process in Section E.1.3 where these sections contemplate "acceptance"?

Response 10. Confirmed. Acceptance is as described within the contract.

Question 11. Section I.3 Indemnification, I.3.1. Will the District agree to limit this indemnification obligation to third party claims of bodily injury/death or damage to real or tangible personal property, to the extent directly and proximately caused by the negligence or intentional misconduct of Contractor or its subcontractors, in its or their performance of services under the contract? We believe this scope of indemnity is generally accepted in the industry and adequately protects the District from potential harm.

Response 11. See Response 7.

Question 12. Section I.9 Termination for Default, B. Will the District agree that Contractor "may" be liable for excess costs for similar supplies or services, subject to the limitation on damages, rather than "shall" be liable for the same?

Response 12. Section I.9 is governed by Title 27 District of Columbia Municipal Regulations Chapter 27, Section 37 and thus will remain unchanged.

Question 13. Section I.30 Insurance. Will the District agree to certain minor modifications to align the insurance requirements with the extensive policies that Contractor already holds (e.g. certificate requirements, per claim v. per occurrence limits & notice of termination of policies)?

Response 13. See Response 7.

Solicitation CFOPD-24-R-003  
Treasury Management System  
Amendment No. 2

Question 14. Proposed New Section I.37. Will the District agree to the inclusion of a commercially reasonable limitation on direct damages and waiver of consequential damages, with an exception for liability arising from Contractor's indemnification obligations in Sections I.3.1 and I.18.F?

Response 14. See Response 7.

Question 15. Is SaaS a requirement or would an AWS hosted single-tenant solution be acceptable?

Response 15. The District is not familiar with the distinctions between SaaS and AWS hosted in terms of system delivery and usage. The District is seeking a solution that meets the RFP's requirements.

Question 16. Regarding Section H, please confirm whether the Contractor must subcontract to a CBE.

Response 16. Confirmed, at this time.

Question 17. Section 3.3, # 9.J, please elaborate on what "Rebalancing" means?

Response 17. "Rebalancing" - Transferring funds between multiple money market funds without the need to exchange cash by involving The District – DDA (Concentration account).

Question 18. B.4 Price Schedule – Firm Fixed Price, would consideration be made for a multiple base-year contract with Option years?

Response 18. No.