## GOVERNMENT OF THE DISTRICT OF COLUMBIA OFFICE OF THE CHIEF FINANCIAL OFFICER



Office of Management and Administration Office of Contracts

January 29, 2019

Herb Delehanty CEO Delehanty Consulting LLC

RE: Notice of Termination for Convenience

Contract No. CFOPD-18-C-009 (Contract)

Gaming System Procurement Consulting Services

Dear Mr. Delehanty:

You are hereby notified that the subject Contract is hereby terminated, effective January 25, 2019, in whole, for the convenience of the Government of the District of Columbia (District) Office of the Chief Financial Officer (OCFO), in accordance with Section I.10, Termination for Convenience of the Contract and Title 27 of the D.C. Municipal Regulations (DCMR) §3702.

The subject Contract was awarded to Delehanty Consulting LLC (Contractor) on May 08, 2018, with the scope of work to provide Gaming System Procurement Consulting Services. The District has determined to no longer require services under the Contract.

The Contract is a Requirements type contract in which the services are provided upon issuance of a task order. All services ordered under the Contract were completed and the Contractor has been paid in full for services rendered. Therefore, this termination for convenience involves no settlement costs.

In conjunction with this notification, the Contractor is required do the following:

- 1. Stop issuing subcontracts pertaining to the terminated contract, if any;
- 2. Terminate all subcontracts related to the terminated contract;
- 3. Promptly notify the contracting officer in writing of any legal proceedings growing out of any subcontract or other commitment related to the terminated contract or in which

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a lien has been or may be placed against termination inventory to be reported to the District;

- 4. Settle any outstanding liabilities and proposals arising out of the termination of subcontracts and obtain any necessary approvals from the Contracting Officer;
- 5. Immediately advise the Contracting Officer of any special circumstances precluding the stoppage of work; and
- 6. Take necessary or directed action to protect and preserve property in the Contractor's possession in which the District has or may acquire an interest and, as directed by the Contracting Officer, deliver the property to the District.

No settlement proposal shall be submitted to the Contracting Officer by, or on behalf of, the Contractor as a result of this termination.

This notice constitutes the District's decision that the subject contract is terminated for convenience and that you have a right to appeal this decision under the Disputes provision of Section I.7 of the Contract and 27 DCMR §3800.

Sincerely,

Drakus Wiggins Contracting Officer Office of Contracts

							Contract Number		Page of Pages	>
AMENDMENT OF SOLICITATION / MODIFICATION					CON	ITRACT	CFOPD-18-C-009		1 1	_
Amendment/Modification Number 3. Effective Date				4. Re	equisit	ion/Purchase R	equest No.	5. Solicitation Caption		
Modifica	Modification 1 See Box 16C				Gaming System Procurement Consulting Services					
6. Issued by:	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, S.W. Suite E610 Washington, D.C. 20024 8. Name and Address of Contractor (No. street, city, county, state and zip co					T	9A. Amendme		tion No.		
Delehanty Consulting, LLC					9B. Dated (See Item 11)					
Attn: Herb Delehanty - CEO 742 Basswood Avenue Verona, WI 53593 608-832-1751 (p) herb@delehantyconsulting.com					х	10A. Modifica		act/Order No. PD-18-C-009		
Code Facility					2	10B. Dated (S		lov 09, 2019		٦
Code Facility May 08, 2018  11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS										$\exists$
The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ 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 copies 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): 27 DCMR Chapter 3601.3(a) The changes set forth in Item 14 are made in the contract/order no. in item 10A.										
	B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the DC Financial Responsibility and Management Assistance Authority.									
C. This supplemental agreement is entered into pursuant to authority of:										
D. Other (Specify type of modification and authority):										
E. IMPORTANT: Contractor is required to sign this document and return one copy to the issuing office.							office.	٦		
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)										
The District will achieve the following with this Modification:										
<ul> <li>A. Pursuant to Section I.10 "Termination for Convenience" of the contract, the contract is hereby terminated for convenience, effective 1/29/19.</li> <li>B. All other terms and conditions shall remain unchanged.</li> </ul>										
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.										╛
					16A. Name of Contracting Officer					
15B. Name of Contractor 15C. Date Signed  (Signature of person authorized to sign)			Signed		Dorothy B. Fortune, Esq., CPPO, Drakus Wiggins, CPPB, CPPO or Anthony A. Stover, CPPO  16B. District of Columbia  (Signature of Contracting Officer)  129  190  190  190  190  190  190  190					