

<b>AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT</b>			1. Contract Number CFOPD-22-C-035	Page of Pages 1   1	
2. Amendment/Modification Number  Modification 3	3. Effective Date  See 16 C below	4. Requisition/Purchase Request No.		5. Solicitation Caption SAS/Data Flux Maintenance and License Support Services	
6. Issued by:  Office of the Chief Financial Officer Office of Contracts 1100 4 <sup>th</sup> Street, S.W. Suite E620 Washington, D.C. 20024 202-442-7012 (main)		Code	7. Administered by (If other than line 6)		
8. Name and Address of Contractor (No. street, city, county, state and zip code)  Executive Information Systems, LLC 6901 Rockledge Drive, Suite 600 Bethesda, MD 20827 Erin Fitzgerald, Manager T: (301) 581-1084 <a href="mailto:efitzgerald@execinfosys.com">efitzgerald@execinfosys.com</a>			9A. Amendment of Solicitation No.		
			9B. Dated (See Item 11)		
			10A. Modification of Contract/Order No.  CFOPD-22-C-035		
			10B. Dated (See Item 13)  October 1, 2022		
Code	Facility	X			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input 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 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 _____ 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					
X	A. This change order is issued pursuant to (Specify Authority): 27 DCMR Chapter 3601.2(c) Contract, contained in the contract. 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)				
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document or return any copies to the issuing office.					
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)  The District intends to achieve the following with Modification 3:  A. Quote EIS-06750-F1C1 rev 1, dated 9/7/2023 (Attachment A), and its associated SAS Quotation Attachment (Attachment B) are hereby incorporated into the contract.  <b>ALL OTHER TERMS AND CONDITIONS SHALL REMAIN UNCHANGED.</b>					
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		15C. Date Signed	16B. District of Columbia		16C. Date Signed
(Signature of person authorized to sign)			(Signature of Contracting Officer)		



# ATTACHMENT A

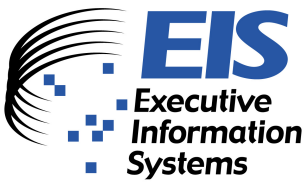
## Executive Information Systems, LLC GSA Quotation

<b>Quote #:</b>	EIS-06750-F1C1	<b>GSA Contract #:</b>	47QTCA18D0081
<b>Rev #:</b>	1	<b>Quote Effective From:</b>	9/7/2023
<b>Renewal Start Date:</b>	10/1/2023	<b>Quote Valid Thru:</b>	10/6/2023
<b>Renewal End Date:</b>	9/30/2024	<b>Site Id:</b>	436600, 440209

**Prepared For:**

<b>Name:</b>	Kelly Dinkins	<b>Email:</b>	kelly.dinkins@dc.gov
<b>Account:</b>	Government of the District of Columbia	<b>Phone:</b>	(202) 727-3091
<b>Location:</b>		<b>Fax:</b>	

Line	OEM Part #	Description	Qty	Unit Price	Extended Price
1	SAS-VRT-ADVDI-4M	SAS Data Management Advanced for a Single Physical Server with 4 Total Processor Cores, Windows 64-bit. Migrate Site 436600 from DM Standard to DM Advanced. POP: 10/1/2023 to 9/30/2024.	1	\$42,221.76	\$42,221.76
2	SAS-DXLQGOUSA-M	SAS DataPack United States Includes Address Verification and Geocode.	1	\$38,243.90	\$38,243.90
3	SAS-CORES-OTHER-4M	SAS Additional Products for a Single Physical Server with 4 Total Processor Cores, Windows 64. Products Include: SAS/ETS, GRAPH and STAT. (Qty. 3 = 3 Products). Annual Maintenance for site 436600. POP: 10/1/2023 to 9/30/2024.	3	\$3,973.74	\$11,921.22
4	SAS-CORES-ASSIST-FSP-4M	SAS/FSP for a Single Physical Server with 4 Total Processor Cores, Windows 64. Annual Maintenance for Site 436600. POP: 10/1/2023 to 9/30/2024.	1	\$6,434.41	\$6,434.41
5	SAS-EG-6	SAS Enterprise Guide for 25 Total Users, Windows OS. Annual Maintenance for Site 436600. POP: 10/1/2023 to 9/30/2024.	1	\$5,042.88	\$5,042.88
6	SAS-BASESAS-10PCM	Base SAS for 10 Total PC users, Windows OS. Annual Maintenance for Site 440209. POP: 10/1/2023 to 9/30/2024.	1	\$10,109.45	\$10,109.45
7	SAS-ADDON-10PCM	SAS Add-ons for 10 Total PC Users, Windows OS. Products to include: Access to PCFF, Connect, Graph. (Qty. 3 = 3 Products) Annual Maintenance for Site 440209. POP: 10/1/2023 to 9/30/2024.	3	\$2,379.30	\$7,137.90
8	SAS-FSP-AST-10PCM	SAS/ASSIST and SAS/FSP for 10 Total PC Users, Windows OS. (Qty. 2 = 2 Products) Annual Maintenance for Site 440209. POP: 10/1/2023 to 9/30/2024.	2	\$2,347.37	\$4,694.74
9	SAS-ANLADD-10PCM	SAS/STAT for 10 Total PC Users, Windows OS. Annual Maintenance for Site 440209. POP: 10/1/2023 to 9/30/2024.	1	\$2,695.51	\$2,695.51



**Executive Information Systems, LLC  
GSA Quotation**

Line	OEM Part #	Description	Qty	Unit Price	Extended Price
10	SAS-ANLADD-10PCM	SAS/ETS for 10 Total PC Users, Windows OS. Annual Maintenance for Site 440209. POP: 10/1/2023 to 9/30/2024.	1	\$2,695.51	\$2,695.51
11	SAS-ESRI-5M	SAS Bridge for ESRI for 5 Total PC Users, Windows OS. Annual Maintenance for Site 440209. POP: 10/1/2023 to 9/30/2024.	1	\$2,532.77	\$2,532.77
<b>Sub-Total</b>					\$133,730.05
<b>Sales Tax (If Applicable)</b>					\$0.00
<b>Total Quote Amount</b>					\$133,730.05

The SAS Quotation Attachment is hereby incorporated into this quote and must be made part of any resulting order.

**\*\*\*Please reference quote number on your order.**

**Point of Contact** Mitchell McGovern  
**Email** MMcGovern@execinfosys.com  
**Phone** 301-581-1095  
**Fax**  
**Toll Free** 877-EXECINFO

**Ordering Address**  
 Executive Information Systems, LLC  
 Attn: Sales  
 6901 Rockledge Drive, Suite 600  
 P.O. Box 34076  
 Bethesda, MD 20827-0076

**Remittance Address**  
 Executive Information Systems, LLC  
 Attn: Sales  
 6901 Rockledge Drive, Suite 600  
 P.O. Box 34076  
 Bethesda, MD 20827-0076

Contract#: 47QTCA18D0081 Expiration: 03/05/2028  
 Type of Business: Corporation (Limited Liability Company)  
 Payment Terms: Net 30 Days  
 Federal Tax Id #: 52-2198860  
 Dun & Bradstreet #: 938289527

CAGE Code: 1NM64  
 FOB Point: Destination  
 Delivery: 1 - 30 days after receipt of order  
 Discounts: Prices are net. All discounts have been deducted.

EIS qualifies as a small business under the Information Technology Value Added Reseller exception to NAICS 541519. However, EIS subcontracts 100% of software, maintenance, training and services to SAS Institute, Inc., a large business. Thus, EIS does not meet limitations on subcontracting requirements (FAR 52.219-14, 13 CFR 125.6) or the nonmanufacturer rule (13 CFR 121.406).

The terms and conditions of GSA Schedule 47QTCA18D0081 held by Executive Information Systems, LLC apply to any license of SAS Institute Inc. software products and any purchase of SAS Institute Inc. services or support/maintenance, including any open market license or purchase. These terms and conditions can be found at [www.execinfosys.com](http://www.execinfosys.com) or are available upon request.

## ATTACHMENT B

### SAS QUOTATION ATTACHMENT

This is an Attachment to Quotation No. EIS-06750-F1C1 (“Quotation”) from Executive Information Systems LLC (“EIS”) to the District of Columbia Government Office of Research and Analysis (“Customer”) for the procurement of annual maintenance for certain previous SAS Institute Inc. (“SAS”) software and its embedded subcomponents (“Software”) as listed on the Quotation. The Customer’s purchase order (“Order”) shall be made subject to the terms of Federal Supply Schedule Contract No. 47QTCA18D0081 (“GSA Schedule”) held by EIS, as supplemented by the terms of this Attachment (collectively referred to as the “Agreement”). This Attachment shall be incorporated in, and made a part of, any Order issued by Customer to EIS.

**NOW, THEREFORE**, notwithstanding any provisions to the contrary, the parties hereby agree as follows:

1. Customer originally received a license to SAS DataPack US Address and SAS DataPack US Postal Level Geocode.
2. Beginning on the effective date of the Order, Customer agrees to cease use of SAS DataPack US Address and SAS DataPack US Postal Level Geocode (“Original DataPack”) and Customer will no longer be eligible to receive support or continued Software maintenance for Original DataPack. Customer agrees to access the “SAS DataPack United States Includes Address Verification and Geocode” software listed on **Line Item 2 of the Quotation** and to remove any installations or copies of the Original DataPack from its systems. SAS DataPack United States Includes Address Verification and Geocode” software (“DXLQGOUSA”) shall be licensed on an annual basis only. Customer’s use of “SAS DataPack United States Includes Address Verification and Geocode software” is subject to the following:
  - a. **SAS DataPack United States Includes Address Verification and Geocode (“DXLQGOUSA”) – Permitted Scope** – Users must be located in the United States and may use the Offering only for the benefit of Customer’s operations in the United States.
  - b. **DataPack Installs** – The Fee is based on the number of DataPack Installs where a “DataPack Install” is defined as the installation of the Software in a single Authorized Environment for production use. Customer’s use of the Software is dependent upon Customer’s licensing, under the Agreement, certain other SAS software (“Required Software”).
    - a. **Enrichment Data Use Terms** – All data necessary to use the Software is subject to the Enrichment Data Use Terms available at <https://www.sas.com/enrichment>. All data necessary to use the Enrichment Data is licensed to Customer on an annual, non-exclusive, revocable basis. EIS makes no representation or warranty as to the availability of updates to the Enrichment Data. Notwithstanding anything to the contrary contained herein, the license for all or any part of the Enrichment Data is subject to termination by EIS on thirty (30) days prior written notice to Customer in the event SAS’ licensor terminates the license for such Enrichment Data

**("Enrichment Data Termination")**. In the event of an Enrichment Data Termination, Customer must (i) terminate its use of, and delete and destroy, the affected Enrichment Data on or before the date provided by EIS in such written notice and (ii) upon request from EIS, provide EIS with a certification of the deletion and destruction of the affected Enrichment Data signed by an authorized officer of Customer. In the event of an Enrichment Data Termination, provided Customer has complied with its obligations hereunder, EIS will refund to Customer a prorated portion of the license fees paid by Customer for the then-current term for the affected New DataPack software. In such event, Customer may also terminate the license for the applicable SAS Enrichment software and EIS will refund to Customer a prorated portion of the license fee paid by Customer for that Software for the then-current annual license period. The Enrichment Data may be used only in conjunction with, and under the same terms and conditions as, the corresponding SAS Enrichment software. Customer must terminate its use of, and delete and destroy, all Enrichment Data if the license therefor is not renewed for any reason. Customer may not use the Enrichment Data (y) with any products, systems, or applications installed or otherwise connected to or in communication with vehicles capable of vehicle navigation, positioning, dispatch, real time route guidance, fleet management or similar applications; or (z) with or in communication with any positioning devices or any mobile or wireless-connected electronic or computer devices, including without limitation, cellular phones, palmtop and handheld computers, pagers and personal digital assistants. If the Enrichment Data is being licensed by or on behalf of the United States government or any other entity seeking or applying rights similar to those customarily claimed by the United States government, the Enrichment Data is a "commercial item" as that term is defined at 48 C.F.R ("FAR") 2.101 and is licensed in accordance with the terms and conditions of this Agreement. THE SOFTWARE MAY CONTAIN OR PROVIDE ACCESS TO DATA LICENSED TO SAS BY THIRD PARTY VENDORS ("THIRD PARTY DATA") AND PROVIDE ACCESS TO SERVICES AND DATA PROVIDED BY THIRD PARTIES (COLLECTIVELY, "THIRD PARTY SERVICES"). THIRD PARTY DATA, THIRD PARTY SERVICES, AND ACCESS THERETO ARE PROVIDED TO CUSTOMER "AS IS" WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ARISING AS A RESULT OF CUSTOM OR USAGE IN THE TRADE OR BY COURSE OF DEALING. BOTH EIS AND SAS DISCLAIM ANY WARRANTY AS TO (A) THE CONTINUED CERTIFICATION OF THE SOFTWARE BY ANY THIRD PARTY OR (B) THE CONTINUED AVAILABILITY OF ANY DISCOUNT PROVIDED FROM USE OF THE SOFTWARE. EIS AND SAS DISCLAIM ANY AND ALL LIABILITY IN CONNECTION WITH CUSTOMER'S USE OF THE THIRD PARTY DATA AND THIRD PARTY SERVICES. THE DISCLAIMERS HEREIN DO NOT APPLY TO ANY THIRD PARTY

SOFTWARE ACTUALLY EMBEDDED WITHIN THE SOFTWARE BUT APPLY IN ALL RESPECTS TO ANY THIRD PARTY DATA SUPPLIED WITH, CONTAINED IN, OR ACCESSED THROUGH THE SOFTWARE. THE PROVISIONS OF THIS PRICING METRIC SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN THE GSA SCHEDULE.

3. Customers with SAS Data Quality Desktops licensed independent of a DM/DQ Server are each considered independent production environments and each desktop must pay for a DataPack install that will be doing address verification.

KMB8.15.2023  
JCW 10.2.2023