

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



Office of Management and Administration
Office of Contracts

October 1, 2014

Executive Information Systems, LLC
Attn: Jennifer Melvin, Account Manager
6901 Rockledge Drive, Suite 600
Bethesda, MD 20827-0076

RE: Notification of Award
Contract No. CFOPD-14-C-068
DataFlux Maintenance and License Renewal Services

Dear Ms. Melvin:

This letter serves as official notice that the government of the District of Columbia, Office of the Chief Financial Officer (OCFO) is pleased to award Contract Number CFOPD-14-C-068 for DataFlux Maintenance and License Renewal Services to Executive Information Systems, LLC. The Contract is in the amount of \$230,983.00.


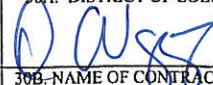
The Contracting Officer's Representative (COR) is Lisa Pierson, Office of the Chief Financial Officer (OCFO), Office of Contracts.

If you have any questions, you may contact Crystal Farmer-Linder, Contract Specialist, at 202-442-6424.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Drakus Wiggins'. The signature is stylized and cursive.

Drakus Wiggins, CPPB
Contracting Officer
Office of Contracts

GOVERNMENT OF THE DISTRICT OF COLUMBIA OFFICE OF THE CHIEF FINANCIAL OFFICER TASK ORDER/DELIVERY ORDER FOR SERVICES OFFEROR TO COMPLETE BLOCKS 18A & 29				1. REQUISITION NUMBER	PAGE 1 OF 21	
2. TASK ORDER AGREEMENT NO. CFOPD-14-C-068		3. Award/Effective Date October 1, 2014	4. CONTRACTOR'S GSA SCHEDULE CONTRACT NUMBER GS-35F-0170K	5. SOLICITATION NUMBER	6. CAPTION DataFlux Maintenance and License Renewal Services	
7. PROGRAM OFFICE CONTACT (COTR): Office of Management and Administration Office of Contracts 1100 4th Street, SW, Suite E610 Washington, DC 20024		A. NAME Lisa Pierson Contracting Officer Representative		B. TELEPHONE (No Collect Calls) (202) 442-6352	8. EMAIL: Lisa.Pierson@dc.gov	
9. ISSUED BY District of Columbia Office of the Chief Financial Officer Office of Management and Administration Office of Contracts 1100 4th Street, SW, Suite E610 Washington, DC 20024		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUS. <input checked="" type="checkbox"/> GSA (SS) CONTRACT <input type="checkbox"/> COG SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13. RESERVED	12. PAYMENT DISCOUNT TERMS <input checked="" type="checkbox"/> SEE SCHEDULE	
15. CONTRACTOR / OFFEROR Executive Information Systems, LLC 6901 Rockledge Drive Suite 600 P.O. Box 34076 Bethesda, MD 34076-0076 Attn: Jennifer Melvin Email: jmelvin@execinfosys.com 301-581-1086 (p) 301-581-2573 (f)		16. PAYMENT WILL BE MADE BY District of Columbia Government Office of Management and Administration Office of Financial Operations 1100 4th Street, SW, Suite E600 Washington, D.C. 20024				
15A. DUNS CODE 938289527		15B. TAX ID NO. 52-2198860				
17. DELIVER TO Office of the Chief Financial Officer Office of the Chief Information Officer 1101 4th Street, SW, W350 Washington, DC, 20024		18. ADMINISTERED BY DC Office of the Chief Financial Officer 1101 4th Street, SW, Suite W350 Washington, DC, 20024				
18A. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			18B. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE EXHIBIT D OF TASK ORDER			
19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES		21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	Contractor shall provide DataFlux Maintenance and License Renewal Services in accordance with enclosed statement of work and Contract No.: CFOPD-14-C-068.				See Section B.3 Price Schedule	\$230,983.00
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD (FOR GOVT. USE ONLY) \$230,983.00		
27. <input checked="" type="checkbox"/> CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TWO (2) COPIES TO THE ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL PAGES SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT IDENTIFIED IN BLOCK 4. CONTRACTOR'S PROPOSAL DATED September 10, 2014 IS INCORPORATED BY REFERENCE.			28. <input type="checkbox"/> AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: See Schedule B. THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT IDENTIFIED IN BLOCK 4.			
29A. SIGNATURE OF OFFEROR / CONTRACTOR 			29A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER) 			
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Jennifer Melvin manager		29C. DATE SIGNED 9/26/14	30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Drakus Wiggins, CPPB		30C. DATE SIGNED 10/1/14	

**SECTION B
SUPPLIES OR SERVICE AND PRICE/COST**

B.1 General Information

B.1.1 The District of Columbia Office of the Chief Financial Officer, Office of Contracts (District), on behalf of the Office of the Chief Information Officer (OCIO) requires a contractor to provide annual DataFlux Maintenance and License Renewal support services.

B.2 Contract Type

The District shall award a firm fixed price task order (Contract).

B.3 Price Schedule

B.3.1 The stated fixed price shall be inclusive of all the Contractor’s direct cost, indirect cost, and profit. The price shall include all cost associated with providing the products and services described in and required by the Contract. The not-to-exceed (NTE) amounts represent the ceiling amount for the respective Option Year pursuant to any adjustment provisions applicable to this Contract.

B.3.2 Base Year

Contract Line Item No. (CLIN)	Description of Services	Site Number	OEM Part Number	Quantity	Unit Price	Total Price
	Annual Maintenance or Annual License Renewal for Site	602346				
01	DataFlux Enterprise Data Management Server Platform for a Windows Server w/4 total cores (Maintenance)		SAS-DMSVRENT-1M	1	<u>\$26,784.00</u>	<u>\$26,784.00</u>
02	DataFlux Data Management DataPack – NA Postal Level			1		

DataFlux Maintenance and License Renewal Support Services

	Geocode Windows Server w/4 total cores (Maintenance) *Open Market Line Item*		SAS-DPNAGEO-1M		<u>\$10,000.00</u>	<u>\$10,000.00</u>
03	DataFlux Data Management Server Quality for a Windows Server w/4 total cores (Maintenance)		SAS-DMSVRQUAL-G1M	1	<u>\$5,760.00</u>	<u>\$5,760.00</u>
04	DataFlux Data Management Server Entity Resolution for Windows Server w/4 total cores (Maintenance)		SAS-DMSVRQUAL-G1M	1	<u>\$5,760.00</u>	<u>\$5,760.00</u>
05	DataFlux Data Management Server Integration for Windows Server w/4 total cores (Maintenance)		SAS-DMSVRQUAL-G1M	1	<u>\$5,760.00</u>	<u>\$5,760.00</u>
06	DataFlux Data Management DataPack – Canada Address (License) *Open Market Line Item*		SAS-DMDPCNADR	1	<u>\$4,000.00</u>	<u>\$4,000.00</u>
07	DataFlux Data Management DataPack- US Address (License) *Open Market Line Item*		SAS-DMPUSADR	1	<u>\$4,000.00</u>	<u>\$4,000.00</u>

DataFlux Maintenance and License Renewal Support Services

08	DataFlux Data Management Server Enrichment for a Windows Server w/4 total cores (Maintenance)		SAS-DMSVRENRI-G1M	1	<u>\$2,016.00</u>	<u>\$2,016.00</u>
Total Annual Maintenance OR Annual License Renewal for Site 602346						<u>\$64,080.00</u>
	Annual Maintenance for Site	602347				
09	DataFlux Data Management Studio Quality (Maintenance) (Qty 2 = 2 PC Use)		SAS-DMSTUQUAL-1M	2	<u>\$2,160.00</u>	<u>\$4,320.00</u>
010	DataFlux Data Management Studio Entity Resolution (Maintenance) (Qty 2 = 2 PC Use)		SAS-DMSTUERES-1M	2	<u>\$2,160.00</u>	<u>\$4,320.00</u>
011	DataFlux Data Management Studio Integration (Maintenance) (Qty 2 = 2 PC Use)		SAS-DMSTUINT-1M	2	<u>\$2,160.00</u>	<u>\$4,320.00</u>
012	DataFlux Data Management Studio Enrichment (Maintenance) (Qty 2 = 2 PC Use)		SAS-DMSTUENRI-1M	2	<u>\$720.00</u>	<u>\$1,440.00</u>
013	DataFlux Data Management Studio Platform (Maintenance) (Qty 2 = 2 PC Use)		SAS-DMSTUWIN-1M	2	<u>\$0.00</u>	<u>\$0.00</u>
Total Annual Maintenance for Site 602347						<u>\$14,400.00</u>

DataFlux Maintenance and License Renewal Support Services

	Annual Maintenance for Site	624779				
014	Test – DataFlux Enterprise Data Management Server Platform for a Windows Server w/4 total cores (Maintenance)		SAS-DMSVRENT-G1M	1	<u>\$6,696.00</u>	<u>\$6,696.00</u>
015	Test – DataFlux Data Management Server Quality for a Windows Server w/4 total cores (Maintenance)		SAS-DMSVRQUAL-G1M	1	<u>\$1,440.00</u>	<u>\$1,440.00</u>
016	Test – DataFlux Data Management Server Enrichment for a Windows Server w/4 total cores (Maintenance)		SAS-DMSVRENRI-G1M	1	<u>\$504.00</u>	<u>\$504.00</u>
017	Test – DataFlux Data Management Server Entity Resolution for a Windows Server w/4 total cores Period of performance 10/1/14- 9/30/15 (Maintenance)		SAS-DMSVRQUAL-G1M	1	<u>\$1,440.00</u>	<u>\$1,440.00</u>
018	Test – DataFlux Data Management Server Integration for a Windows Server w/4 total		SAS-DMSVRQUAL-G1M	1	<u>\$1,440.00</u>	<u>\$1,440.00</u>

DataFlux Maintenance and License Renewal Support Services

	cores Period of performance 10/1/14- 9/30/15 (Maintenance)					
Total Annual Maintenance for Site 624779						<u>\$11,520.00</u>
	Annual Maintenance for Site	436600				
019	DataFlux D105 for a Windows Server w/4 (single core) processors (Maintenance) Period of performance 10/1/14- 9/30/15		SAS-EETLSRV-1M	1	<u>\$91,949.00</u>	<u>\$91,949.00</u>
020	DataFlux Analytical products for a Windows Server w/4 (single core) processors. Products to include: SAS/ETS and SAS/STAT. Period of performance 10/1/14- 9/30/15 (Maintenance)		SAS-10354-8	2	<u>\$5,095.00</u>	<u>\$10,190.00</u>
021	DataFlux SAS Additional product for a Windows Server w/4 (single core) (SAS/FSP and SAS/GRAPH. Period of performance 10/1/14- 9/30/15 (Maintenance)		SAS-10314-8	2	<u>\$4,915.00</u>	<u>\$9,830.00</u>

DataFlux Maintenance and License Renewal Support Services

022	DataFlux Guide for 25 users, Windows Period of performance 10/1/14- 9/30/15 (Maintenance)		SAS-EG-6	1	<u>\$4,084.00</u>	<u>\$4,084.00</u>
Total Annual Maintenance for Site 436600			<u>\$116,053.00</u>			
	Annual Maintenance for Site	440209				
023	Base SAS for 10 PC users, Windows (Maintenance)		SAS-BASESAS-10PCM	1	<u>\$7,724.70</u>	<u>\$7,724.70</u>
024	SAS Add-ons for 10 PC Users Products to include: Access to PCFF, Assist, Connect, FSP, Graph (Maintenance) (Qty. 5 = 5 Products)		SAS-ADDON-10PCM	5	<u>\$1,581.66</u>	<u>\$7,908.30</u>
025	SAS/STAT for 10 users Windows (Maintenance)		SAS-ANLADD-10PCM	1	<u>\$1,566.00</u>	<u>\$1,566.00</u>
026	SAS/ETS for 10 users, Windows (Maintenance)		SAS-ANLADD-10PCM	1	<u>\$1,566.00</u>	<u>\$1,566.00</u>
027	SAS Bridge for ERSI, 5 users (maintenance)		SAS-ERSI-5M	1	<u>\$2,165.00</u>	<u>\$2,165.00</u>
Total Annual Maintenance for Site 440209			<u>\$20,930.00</u>			

	Annual Maintenance for Site	511069				
028	DataFlux DataPack – US Address Verification (Maintenance)		SAS-DMPUSADR	1	<u>\$4,000.00</u>	<u>\$4,000.00</u>
Total Annual Maintenance for Site 511069						<u>\$4,000.00</u>
Grand Total all above listed Sites						<u>\$230,983.00</u>

B.3.3 Option Year 1

CLIN	Description of Services	NTE Total Price
11	Maintenance and License Renewal for the Product Line (Site Number, OEM Part Number, and Quantity) Specified in Section B.3.1, Base Year	\$254,082.00

B.3.4 Option Year 2

CLIN	Description of Services	NTE Total Price
21	Maintenance and License Renewal for the Product Line (Site Number, OEM Part Number, and Quantity) Specified in Section B.3.1, Base Year	\$279,490.00

B.3.5 Option Year 3

CLIN	Description of Services	NTE Total Price
31	Maintenance and License Renewal for the Product Line (Site Number, OEM Part Number, and Quantity) Specified in Section B.3.1, Base Year	\$307,439.00

B.3.6 Summary

Period of Performance	Totals
B.3.4 Base Year	\$230,983.00
B.3.5 Option Year One	\$254,082.00
B.3.6 Option Year Two	\$279,490.00
B.3.7 Option Year Three	\$307,439.00
Grand Total	\$1,071,994.00

SECTION C
SPECIFICATIONS/WORK STATEMENT

C.1 Introduction

C.1 The District of Columbia Office of the Chief Financial Officer, Office of Contracts (District), on behalf of the Office of the Chief Information Officer (OCIO) requires a contractor to provide annual DataFlux Maintenance and License Renewal support services.

C.2 Background

C.2.1 The District has purchased annual maintenance and license renewal from Executive Information Systems that will be used to support several OCIO agencies systems.

C.2.2 The District's interest is to consolidate the software renewal between the Office of Revenue Accounting and OCIO under this contract.

C.3 Requirements

C.3.1 The Contractor shall provide maintenance and license renewal for the Product Line listed in Section B.3 Price Schedule.

C.3.2 The DataFlux support policy associated with the Product Line shall be incorporated into the Contract by reference.

**SECTION D
PACKAGING AND MARKING**

D.1 PACKAGING

All reports and deliverables that are in “hard copy” and physically transported through the U.S. mail or private courier services are to be securely packaged using the Contractor’s best practices.

D.2 MARKING

D.2.1 Unless otherwise specified herein, all reports and deliverables delivered under this contract must be plainly marked, stating the Contractor’s name, contract number and addressed to the recipient, including the name of the office or floor, and the recipient’s office telephone number as noted in the contract.

D.2.2 Any failure to comply with these instructions will place the material at the Contractor’s risk.

**SECTION E
INSPECTION AND ACCEPTANCE**

E.1 INSPECTION

Inspection of all goods and services provided by the Contractor under this task order shall be performed by the Contracting Officer's Representative ("COR") identified in Section G.1 (b). The Parties agree that because the software has already been delivered, the software is deemed as accepted.

E.2 ACCEPTANCE

Acceptance of all products and services provided under this task order shall be performed by the COR. Acceptance means approval by the COR of specific services as partial or complete performance of the task order. The Parties agree that because the software has already been delivered, the software is deemed as accepted.

E.3 WARRANTY OF SERVICES

The contractor shall provide warranty services in accordance with the Contractor's GSA Schedule Contract Number GS-35F-0170K.

SECTION F
DELIVERIES OR PERFORMANCE

F.1 **PERIOD OF PERFORMANCE**

- F.1.1. **Base Year.** The base period shall begin on October 1, 2014 and end one (1) year thereafter.
- F.1.2. **Options to extend.** The District may extend the term of this contract for three (3), one-year option periods or fractions thereof. The District may exercise an option by written notice to the Contractor before expiration of the contract. The preliminary notice does not commit the District to an extension.

F.2 **DELIVERABLES**

All deliverables shall be submitted in accordance with the statement of work in Section C.

Reports that are required are to be submitted to the District as a deliverable(s) shall be delivered in accordance with the Statement of Work contained in Section C.

SECTION G
CONTRACT ADMINISTRATION

G.1 CONTRACT ADMINISTRATION

A) Contracting Officer

The Contracting Officer for this contract is:
Drakus Wiggins, CPPB
District of Columbia Office of the Chief Financial Officer
1100 4th Street, SW, Suite E610
Washington, DC 20024
Telephone: 202-442-7121
Fax: 202-442-6454
Email: drakus.wiggins@dc.gov

The Contracting Officer is the ONLY official authorized to legally bind the District or make changes to the terms and conditions of this contract. Only the Contracting Officer can increase, decrease, extend or terminate this agreement. All other changes are unauthorized.

B) Contracting Officer Representative (COR)

The COR for this contract will maintain a close relationship with the Contractor and will ensure that the Contractor's work conforms to the day-to-day technical requirements of the contract. It is understood and agreed that the COR shall not have authority to make changes in the scope or terms and conditions of the contract. The COR is:

Lisa Pierson
Office of the Chief Financial Officer
Office of Contracts
1100 4th Street, SW, Suite E610
Washington, DC, 20024
Telephone: (202) 442-6352

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices more than on a monthly basis. Invoices shall be prepared and submitted to the Office of Financial Operations at OMA.Invoicing@dc.gov and the address below with concurrent copies to the COR.

Office of the Chief Financial Officer
Office of Management and Administration
Financial Operations/Accounts Payable

Attention: Comptroller
1100 4th Street, SW Suite E600
Washington, DC 20024

G.2.2 Invoices shall not contain charges for items not specified in the Section B, Price Schedule. Work performed outside this contract, for which there was no prior modification to include it under Section C, Specification/Work Statement, shall not be included.

G.2.3 An invoice is a written request for payment under the contract for supplies delivered or services rendered. In order to be proper, an invoice must include as applicable, the following:

- (1) Name, address, and TIN of the Contractor;
- (2) Invoice date;
- (3) Contract number or other authorization for supplies delivered or services performed;
- (4) Description, quantity, unit of measure, unit price and extended price of supplies delivered or services performed;
- (5) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms);
- (6) Name and address of Contractor official to whom the payment is to be sent (*must be the same as that on the contract or accompanied by a proper notice of assignment*);
- (7) Name (*where practicable*), title, phone number, mailing address of person to be notified in event of defective invoice; and
- (8) Any other information or documentation required by the Contract (*such as evidence of shipment*).

G.3 INVOICE PAYMENT

G.3.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in Section B, Price Schedule of this contract, for services ordered, performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.3.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor. The District reserves the right to conduct post payment reviews or audits.

G.4 THE QUICK PAYMENT PROVISIONS

G.4.1 INTEREST AND PENALTIES TO CONTRACTORS

- G.4.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the 15th day after the required payment date for any other item.
- G.4.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

**SECTION I
STANDARD CONTRACT CLAUSES**

I.1 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.2 CONFIDENTIALITY OF INFORMATION

All information obtained by Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records. The parties agree that this order will not involve contractor access to any District customer or employee information.

I.3 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.4 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

I.5 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder. This provision does not apply to the Contractor sourcing the contracted software from the Contractor's manufacturer."

I.6 ORDER OF PRECEDENCE

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) Task Order
- (2) Task Order attachments

CFOPD-14-C-068

DataFlux Maintenance and License Renewal Support Services

(3) GSA Contract No. GS-35F-0170K

SECTION J
ATTACHMENTS

The following attachments are hereby incorporated.

Attachment Number	Document
J.1	Doing Business with Integrity

**SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF CONTRACTOR**

K.1 AUTHORIZED OFFICERS

The Contractor shall list the names of persons authorized to negotiate on the Contractor's behalf in connection with this Task Order Contract (list names, titles, and telephone numbers of the authorized negotiators):

Jennifer Melvin, Account Manager

Linda Scharf, Controller

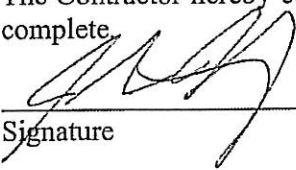
Jonathan Ward, Contracts Manager

K.2 PENDING LEGAL CLAIMS AGAINST THE DISTRICT

The Bidder must disclose any pending legal claims against the District. Pending legal claims includes, but is not limited to, Federal and District court litigation, administrative actions such as contract appeals or protests, claims for money damages from the District, and any other type of action (court or administrative) against the District. Bidders with pending legal claims against the District are not automatically precluded from contract award. If Bidder does not have any pending legal claims against the District, please indicate this below.

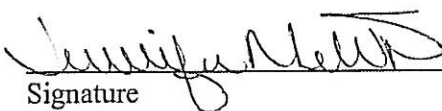
None

The Contractor hereby certifies that the information provided above is true, correct and complete.

	09/26/2014	Contracts Manager
Signature	Date	Title

K.3 TERMS AND CONDITIONS CERTIFICATION

The Contractor hereby certifies that it has read, understands, acknowledges and agrees to comply with the terms and conditions as set forth in this solicitation/contract/resultant contract.

	09/26/2014	Account Manager
Signature	Date	Title



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

DOING BUSINESS WITH INTEGRITY

Introduction

You are receiving this because you are a contractor or a vendor who does repeated business with the Office of the Chief Financial Officer (OCFO), Government of the District of Columbia, or you are an organization or individual outside the OCFO with whom we frequently interact.

Our purpose is to advise you of the high expectation of integrity that we strive to bring to bear in all of our business relationships.

Environment of Trust

The Office of the Chief Financial Officer is committed to maintaining working relationships that are founded on fair and honest exchanges in all of our business interactions. Our employees are held to high standards of ethical behavior in the conduct of their official business.

We want to share these expectations of ethical business practices with you to ensure that our business relationships are conducted with the highest level of honesty and integrity.

OCFO Code of Conduct for Employees

The OCFO Code of Conduct imparts three fundamental values for employees:

- Employees should conduct themselves in such a manner as to maintain and enhance the integrity and professional reputation of the OCFO organization
- Employees should not use their position to secure unwarranted privileges, awards, or exemptions for themselves or others
- Employees should avoid real or perceived conflicts of interest between the employee's private interest and the employee's official duties.

For your reference, the OCFO Code of Conduct can be accessed electronically at www.cfo.dc.gov. Go to Information, click on Integrity and Oversight, then click on Integrity Documents to reach the Code of Conduct.

Confidentiality of Financial and Other Information

We expect our employees to maintain absolute confidentiality concerning all information that they obtain, observe, or create relating to the financial affairs of those we do business with. We vigorously investigate any compromise of confidentiality by employees or any attempts to improperly obtain such information by private parties or businesses.

Bribery and Conflict of Interest

In addition to our standards of conduct, there are certain criminal statutes in the federal criminal code relating to bribery and conflict of interest that apply not only to employees of the federal government, but also to employees of the District of Columbia.

- The offer of anything of value in expectation of specific performance by a government employee is a crime, and even the appearance of such activity should be avoided.
- Employees may not accept anything of value (other than their government salaries) for the performance of their duties. This is outlined below under Gratuities and Other Gift Rules.
- Our employees are required to report all offers of bribes and gratuities to us, and we ensure that these matters are investigated and addressed. Likewise, we encourage anyone who believes they may have been solicited for a bribe or gratuity by an OCFO employee to report the matter immediately, as indicated at the end of this document.
- We also expect our employees to avoid conflicts of interest or the appearance of conflicts of interest. A particularly sensitive issue for government employees is the offer of employment with a company doing business with the OCFO. At any point when a government employee is considering employment with a private company that has a business relationship with the government, that employee must discontinue work on any assignment involving that company or face the very real possibility of violating conflict of interest statutes. This could also jeopardize the company's eligibility to be awarded government contracts.
- Employees are also expressly forbidden from performing official duties in situations involving friends, relatives or persons or businesses with whom they, or their family members, have a financial relationship. At any point where such a relationship is discovered or develops, the employee must discontinue their involvement in the official matter. For the employee and the business entity to continue to conduct official business after such a conflict is evident, would be inappropriate and possibly illegal.

Gratuities

It is always gratifying to hear that our staff has provided exemplary service to those with whom we do business. Sometimes, however, the expression of appreciation is made in a form that is inappropriate for government employees to accept.

OCFO employees are prohibited by law from accepting money or other things of value as an appreciation for a job well done. Sometimes even the mere offer of something of value may violate bribery and gratuity statutes. A more appropriate expression of gratitude for the service rendered is a letter to the employee's supervisor. If you don't know who that is, you may simply send your letter to the Office of the Chief Financial Officer, and it will be routed to the proper official.

Other Gift Rules

Gifts of food and/or beverages, even during holiday seasons and other celebratory occasions, are not acceptable if the giver has a business relationship of any kind with the D.C. Government. Such offers, while well-intentioned, tend to give the impression of a special relationship between the giver and the government employee.

This rule does not apply to the offer and acceptance of an insignificant item, such as a soft drink, coffee, donuts and other modest items of food and refreshments when not offered as part of a meal. Additional information on gift rules and exceptions is contained in OCFO Code of Conduct, which can be accessed electronically at www.cfo.dc.gov. Go to Information, click on Integrity and Oversight, then click on Integrity Documents to reach the Code of Conduct.

Compliance with Contracting Rules and Regulations

Ensuring compliance with the provisions of contracts is an important expectation of government employees. Even so, we have seen examples where the rules were not followed, usually based on the "need to get the job done." Such behavior puts both the government employee and the contractor in jeopardy.

If modifications to existing contracts are necessary, they should be formally pursued in accordance with OCFO contracting rules and regulations. No work outside the specifications of a contract should be performed without an approved contract modification. Performing work outside of contract specifications or beyond authorized funding, could result in a default for the contractor and denial of payment for such work. In the more extreme cases, failure to comply with contracting regulations could be considered fraud and may be investigated as a criminal violation.

Reporting Misconduct, Fraud, Waste and Abuse

The OCFO has a zero tolerance policy for fraud and misconduct involving its employees and programs. Similarly, we do not tolerate attempts to corrupt our employees.

The Office of Integrity and Oversight is an independent entity of the OCFO with responsibility for protecting the integrity of the OCFO and preventing fraud and other misconduct in OCFO programs. OIO conducts investigations of alleged employee misconduct and works closely with federal and District law enforcement agencies in investigating criminal offenses affecting the integrity of the OCFO.

We all want the government's business to be conducted fairly, impartially, and with the highest degree of integrity. The best way to ensure this is to report any indication that illegal acts or administrative misconduct may have occurred. Here is how you can report such matters, by telephone, in person, mail, or electronically:

OCFO Office of Integrity and Oversight

1100 4th Street, S.W.; Suite 750-E
Washington, DC 20024
(202) 442-6433

In addition to receiving your report, investigators are available to discuss any questions or concerns you may have about the matter. Reporting can also be done electronically at the OCFO website: www.cfo.dc.gov. Under **Information**, click on the **Integrity and Oversight** link, and then click on **Reporting Incidents and Concerns**.

OCFO Confidential Hotline

In order to address any concern about reporting anonymously, the OCFO has contracted with an independent, third-party organization that provides a confidential hotline service. This hotline is available for reporting allegations of OCFO employee misconduct, and fraud, waste and abuse involving OCFO programs.

Reports can be made by telephone to this toll-free hotline, which is staffed 24 hours a day, at 1-877-252-8805, or it can be accessed at www.ocfo.ethicspoint.com.

District of Columbia Office of the Inspector General

Reports of fraud, waste and abuse may be reported to the Office of the Inspector General by telephone at 1-800-521-1639, or electronically at www.oig.dc.gov.