

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **DLT SOLUTIONS, LLC.**, a Virginia corporation registered to do business in Colorado, whose address is P.O. Box 102549 Atlanta, Georgia 30368 (“Vendor”) collectively referred to as, the “Parties”.

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated May 15, 2009 and amended the Agreement on December 23, 2013 (the “Agreement”), to obtain technical support for Oracle’s Business Intelligence, Service Oriented Architecture and Identity Management suite; and

WHEREAS, the Parties wish to amend the Agreement to update the fee schedule, extend the term and increase the compensation to the Vendor as follows; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. All references to “...Exhibit A...” in the existing Agreement shall be amended to read: “...Exhibit A and A-1 as applicable...” The Fee Schedule marked as Exhibit A-1 is attached and incorporated by reference.

2. Article 2 of the Agreement entitled “TERM” is amended to read as follows:

“2. **TERM**: The Term of the Agreement is from May 15, 2009 through May 21, 2017, unless terminated earlier pursuant to the provisions of this Agreement.”

3. Articles 3(A) and 3(D)(i) entitled “Fee” and “Maximum Contract Amount” are amended to read as follows:

“3. **COMPENSATION AND PAYMENT:**

A. Fee: The City agrees to pay to the Vendor, and the Vendor agrees to accept as its sole compensation for services and costs incurred under this Agreement, the following fees:

2015	\$278,118.00
2016	\$283,680.00
2017	\$289,354.00

D. Maximum Contract Liability:

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable to pay Vendor for services rendered and expenses incurred by the Vendor under the terms of this Agreement for any amount in excess on **TWO MILLION ONE HUNDRED SIXTY TWO THOUSAND FORTY EIGHT DOLLARS AND 00/100 CENTS (\$2,162,048.00)** (the “Maximum Contract Amount”). The Vendor acknowledges that the City is not obligated to execute an amendment to this Agreement for any services and that any services performed by Vendor beyond that specifically described herein are performed at Vendor’s risk and without authorization under this Agreement.”

4. This Second Amendatory Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

5. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

EXHIBIT LIST:

EXHIBIT A-1 – FEE SCHEDULE

[SIGNATURE PAGES FOLLOW]

EXHIBIT A-1 – FEE SCHEDULE

DLT Solutions Price Quotation

Date: 04/07/2014
Quote: 4296783
Reference: 895554

To: Lisa Schwoob
 Denver City/County of (CO)
 201 W Colfax Ave
 Dept 908
 DENVER, CO 80202

From: Hope Alexander
 13861 Sunrise Valley Drive
 Suite 400
 Herndon, VA 20171

Phone: (720) 337-4373

Fax:

Email: Lisa.Schwoob@denvergov.org

Phone: (703) 773-9279

Fax: (703) 709-8450

Email: hope.alexander@dlt.com

<u>Item</u>	<u>Part #</u>	<u>Description</u>	<u>Qty</u>		<u>Unit Price</u>	<u>Ext. Price</u>
1	SUPP RENEWAL- FMW	Support Renewal - Fusion Middleware OPTION Years-Quote to extend contract # = CE95019 Period of Performance 5/22/2014 to 5/21/2015	1	OM	\$278,118.00	\$278,118.00
2	SUPP RENEWAL- FMW	Support Renewal - Fusion Middleware OPTION Years- Quote to extend contract # = CE95019 Period of Performance 5/22/2015 to 5/21/2016	1	OM	\$283,680.00	\$283,680.00
3	SUPP RENEWAL- FMW	Support Renewal - Fusion Middleware OPTION Years- Quote to extend contract # = CE95019 Period of Performance 5/22/2016 to 5/21/2017	1	OM	\$289,354.00	\$289,354.00

Total: **\$851,152.00**

This quote is valid until: **05/22/2014**

Contract Number: OPEN MARKET
 DUNS #: 78-646-8199
 Federal ID #: 54-1599882
 CAGE Code: 0S0H9
 FOB: Destination
 Terms: Net 30 (On Approved Credit)
 DLT accepts VISA/MC/AMEX
 DLT's standard Terms & Conditions apply

PLEASE REMIT PAYMENT TO: ACH: DLT Solutions, LLC
 SunTrust Bank
 ABA # 061000104
 Acct # 1000032705898

-OR- Mail: DLT Solutions, LLC
 PO Box 102549
 Atlanta, GA 30368

Customer orders subject to applicable sales tax in: CA, CO, CT, DC, FL, GA, HI, IL, IN, KS, KY, LA, MA, MD, MI, MO, MS, NC, NM, NJ, NV, NY, OH, OK, PA, RI, SC, TN, TX, VA, WA, WI

The terms and conditions of the Manufacturer's standard commercial license and subscription agreement are made a part of this quotation and shall govern purchaser's use of any Manufacturer product. Contact the DLT Sales Rep if further information is required.

Documentation to be submitted to validate Invoice for payment:

- a. Authorized Services shall be invoiced with a corresponding time report for the period of performance identifying names, days, and hours worked.
- b. Authorized reimbursable expenses shall be invoiced with a detailed expense report, documented by copies of supporting receipts.
- c. Authorized Education or Training shall be invoiced with a Report identifying date and name of class completed, and where applicable the name of attendees.

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: TECHS-CE95019-02

Contractor Name: DLT SOLUTIONS LLC

By: 

Name: Ken Grimsley
(please print)

Title: SVP of Sales
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

