

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 05/05/2008	4. REQUISITION/PURCHASE REQ. NO. See Lines	5. PROJECT NO. (If applicable)
6. ISSUED BY DOT/Maritime Administration, MAR-380 400 Seventh Street, SW., Room 7310 Washington, DC 20590		CODE 00091	7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)  Pete Sandeen DLT Solutions Inc. 13861 Sunrise Valley Suite 400 Herndon, VA 20171	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-35F-4543G / DTMA1V08110
	(X) 10B. DATED (SEE ITEM 13) 04/30/2008

CODE \* FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**
 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 telegram which includes a reference to the solicitation and amendment numbers. 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 change may be made by telegram or letter, provided each telegram or letter 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)**

- 7008 - 175000 - 2008 - 13FGAL - 0590 - 00 - 00134000 - 25 - 704 - 6100 - 600 - 11 - N86240

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 52-243.4 Changes

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Modification 0001 is hereby incorporated to include the following:

The purpose of this modification is to include the terms and condition from the GSA Schedule for the contractor and include CLINS 0002 and 0003, both subject to the availability of funds.

See the attachments

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Delores Bryant
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. United States of America BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 05/06/2008

<b>Line Item Summary</b>	<b>Document Number</b> DTMA1V08110/0001	<b>Title</b> Oracle Support May-August 2008	<b>Page</b> 2 of 5
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**Total Funding:** \$68,531.00

<b>FYs</b>	<b>Fund</b>	<b>Budget Org</b>	<b>Sub</b>	<b>Object Class</b>	<b>Sub</b>	<b>Program</b>	<b>Cost Org</b>	<b>Sub</b>	<b>Proj/Job No.</b>	<b>Sub</b>	<b>Reporting Category</b>
<b>Division</b>	<b>Closed FYs</b>	<b>Cancelled Fund</b>									

<b>Line Item Number</b>	<b>Description</b>	<b>Delivery Date (Start date to End date)</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost</b>
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*Reference is made to the GSA Supplemental Terms and Condition.*

0002	Oracle Support					\$0.00
	This is a New Line Payment of \$140,000.00, due by 12/1/08, subject to the availability of funds					

0003	Oracle Support					\$0.00
	This is a New Line Payment in the amount of \$100,975.00, subject to the availability of funds					

**Previous Total:** \$68,531.00  
**Modification Total:** \$0.00  
**Grand Total:** \$68,531.00  
(Includes Discounts)

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SECTION A -- SOLICITATION/CONTRACT FORM

A.1 SUMMARY OF CHANGES

Clause '52.232-19 - Availability of Funds for the Next Fiscal Year' has been added.

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SECTION I -- CONTRACT CLAUSES

I.1 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR APRIL 1984

Funds are not presently available for performance under this contract beyond September 30., 2008. . The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond October 1, 2008, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

## **EXHIBIT A**

### **GSA SUPPLEMENTAL TERMS AND CONDITIONS**

The terms and conditions in this Exhibit A are in addition to the GSA Schedule Contract and supplement Delivery Order No. [Enter Delivery Order No.] (the "Delivery Order") issued pursuant to the DLT Solutions, Inc. ("DLT") GSA Schedule GS-35F-4543G and BPA No. W91QUZ-06-A-0002. The Government hereby elects the Lease to Ownership Plan ("LTOP") under Option 2, SIN 132-3 of the DLT GSA Schedule for the payment of the Programs, products and services specified in the LTOP Payment Schedule. Such Programs and services, together with any upgrade, update, transfer, substitution, or replacement thereof shall comprise the "System". "Supplier Order" refers to the ordering document between the Government and DLT, for the acquisition of the System. DLT provides the System to the Government pursuant to the terms of the Supplier Order and GSA Schedule, and enters into this LTOP pursuant to SIN 132-3 of the DLT GSA Schedule, these supplemental Terms and Conditions and the applicable LTOP Payment Schedule. DLT agrees to accept lease payments provided under this LTOP in order to obtain the bargained for purchase price (base value) for the System delivered, as set forth in the Supplier Order, and confers on the Government the right to make lease payments for the items delivered pursuant to and in reliance on the terms of the GSA Schedule, the essential use information provided by the Government, and the LTOP Terms. The parties agree that these LTOP Terms do not require, and should not be interpreted as requiring, either party to take any action or perform any covenant under this LTOP that is contrary to the Anti-Deficiency Act or other federal law. Accordingly, the Delivery Order shall not be deemed to obligate succeeding fiscal years or otherwise commit the Government to continue performance beyond the current Government fiscal year.

This LTOP is subject to the availability of annual appropriations. The Government has the right to make lease payments in order to fulfill its payment obligations for the items delivered under the Supplier Order, to the extent of the System Price (specified in the LTOP Payment Schedule). Upon delivery of the Programs the Government has all the rights to use the Programs (pursuant to the terms of the GSA Schedule) and no further actions or performance are required by DLT to lease the System to the Government. Acceptance shall be in accordance with the DLT GSA Schedule Contract, and the Government's payment obligations hereunder shall begin upon such acceptance. The Delivery Date is the lease commencement date ("Commencement Date"). The Government agrees that its continued right to use the System is conditioned upon its compliance with the terms and conditions of this Delivery Order and relevant BPA.

The Lease Term for this Delivery Order is set forth in the LTOP Payment Schedule, beginning with the Commencement Date, and includes all renewal options of the Government. The lease payment mode and Payment Due Dates are set forth in the LTOP Payment Schedule. All invoices shall be issued at least thirty (30) days prior to the Payment Due Dates specified in the LTOP Payment Schedule.

It is clearly understood by all parties that the Government has the option to renew this Delivery Order for subsequent fiscal years beyond the initial fiscal year. The Government, by placing this Delivery Order, agrees to use its best efforts to obtain funds for each renewal option, and to extend the lease until completion of the full Lease Term, so long as the bona fide needs of the Government for the System or functionally similar products continues to exist. Delivery Orders may not be terminated except by the Government's contracting officer responsible for the Delivery Order pursuant to FAR 52.212-4 (Contract Terms and Conditions – Commercial Items [1-Termination for Convenience]). If (i) a Delivery Order related to this LTOP expires prior to the expiration of the Lease Term for any reason, or (ii) the Government does not exercise any option to renew the Delivery Order related to this LTOP, or, (iii) the Government terminates the Delivery Order related to this LTOP pursuant to a Termination for Convenience, the Government agrees not to replace the System leased under the Delivery Order with functionally similar equipment and/or software for a period of one (1) year after such expiration or failure to exercise its option.

The System leased under this Delivery Order is priced and provided as a single asset, and therefore, the right of the Government to terminate or non-renew each Delivery Order applies to the entire Delivery Order and does not allow partial terminations of individual items of the System. The Government may not exercise any of its renewal options for less than all of the System covered in the individual Delivery Order. The System placed in service in accordance with this Delivery Order shall be renewed upon the same terms and conditions of this Delivery Order for subsequent renewal years until completion of the Lease Term. If the Government fails to exercise its option to renew this Delivery Order or terminates this Delivery Order for Convenience or Non-Appropriation, but expends funds to pay for products that perform the functions which the System was procured to perform, then the Government will be deemed to have had funds available to support this Delivery Order and to have not used its best efforts to obtain funds to pay for this Delivery Order.

Within thirty (30) days after the date of expiration or termination of any Delivery Order in which the Government has not exercised a purchase option to acquire a perpetual license to the Programs, the Government shall return the Programs in accordance with the terms set forth in the DLT GSA Schedule. Any reference to the return of the Programs or software by the Government or the repossession of the Programs or software by DLT shall mean the termination of the Government's right to use the System. DLT and the Government agree that the termination ceiling (settlement) for this LTOP shall be the dollar amount of the value received by the Government for the System, as measured by the total amounts provided under the LTOP, less any lease payments actually made over the applicable lease term.

So long as Government has paid all sums due hereunder, at any time during the Lease Term, Government may acquire a fully paid, perpetual license to use the delivered Programs (and the lease provisions of this Delivery Order shall no longer apply to such license), by making a one-time lump sum payment for the purchase option price in an amount equal to all remaining Payment Amounts due during the Lease Term (including all option years), discounted at equivalent U.S. Treasury (H.15) T-bill rates as of the date of the Delivery Order, to the date of such prepayment. Before the Government trades in or accepts a credit for any part of the System, the Government will have acquired a fully paid, perpetual license to use the Programs pursuant to this LTOP.

In consideration of paying sums due to DLT through this LTOP, the Government agrees that: (i) if monies are due pursuant to this LTOP, DLT, may make claims directly (including sponsoring claims for the benefit of its assignee); (ii) the parties, as part of their ongoing business relationships, may enter into other contracts for the purchase by the Government of DLT products, recognizing that such contracts will not affect or waive any rights or obligations of the parties under this LTOP; and (iii) no modifications will be made to this LTOP or the Supplier Order without the prior consent of DLT (which shall not be given without the consent of DLT's assignee under this LTOP).

The Government acknowledges that it shall have no right, title or interest in and to any of the Programs, other than the right to use the Programs pursuant to the license granted by DLT under the Supplier Order and the GSA Schedule. DLT and Government agree that the System cannot be remarketed to third parties, and no party shall license, lease, transfer or use the System in mitigation of any damages resulting from any expiration or termination of this Delivery Order or to lessen the amount of any claim submitted in respect to such "termination". Additionally, all references to "title", "ownership", "interests", or "rights" with respect to the Programs is limited to the Government's right to use the Programs pursuant to the license.

When DLT receives a copy of the Delivery Order signed by the Contracting Officer, DLT may rely on that signature to confirm that the Government agrees that the Delivery Order has been duly authorized, with no further consent or approval required; and such executed Delivery Order constitutes a legal, valid, binding and enforceable agreement of the Government. In the event of an inconsistency between the provisions of the DLT GSA Federal Supply Schedule and this Delivery Order (including these Supplemental Terms and Conditions), the order of precedence shall be as follows: this Delivery Order (including these Supplemental Terms and Conditions), followed by DLT's GSA Federal Supply Schedule.

**LTOP Payment Schedule**

This is a Lease to Ownership Plan (LTOP). The Government agrees to make the following lease payments. Invoices shall be sent at a minimum of 30 days prior to the due date.

**Lease Term:** 20 Months

<b>System</b>		<b><u>Payment Schedule:</u></b>			
Purchase Price		<u>Lease Payment Amount</u>	<i>Support Fee*</i>	<i>Total Amount Due</i>	<i>Due Date</i>
Software:	\$268,750	\$53,750		\$53,750	June 1, 2008
Support:	\$59,125		\$14,781	\$14,781	August 1, 2008
Education	\$18,530		\$14,781	\$14,781	November 1, 2008
		\$140,000		\$140,000	December 1, 2008
			\$14,781	\$14,781	February 1, 2009
			\$14,781	\$14,781	May 1, 2009
			\$14,781	\$14,781	August 1, 2009
			\$14,781	\$14,781	November 1, 2009
		\$100,975		\$100,975	December 1, 2009
			\$14,781	\$14,781	February 1, 2010
			\$14,781	\$14,781	May 1, 2010
<b>Total</b>	<b>\$346,405</b>	<b>\$294,725</b>	<b>\$118,248</b>	<b>\$412,973</b>	

\* Support is payable quarterly in arrears and not included in