

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT

CONTRACT VENDOR(S)

* PRICE AGREEMENT *

(1)-5580730 703-709-7172
DLT SOLUTIONS INC
360 HERNDON PARKWAY SUITE 700
HERNDON VA 20170-0000

ORACLE SOFTWARE, MAINTENANCE, APPLICATION
SERVICES AND TRAINING, DLT SOLUTIONS INC.

P.A. NUMBER: 60-000-00-00139
COMMODITY 05827
CODE(S) :

TAX-ID NUMBER:

BUYER: ANDREA GALLEGOS, CPPB
(505) 827-0477

SEALED BID OPENING * PA
STATE PURCHASING AGENT'S OFFICE
DATE: 00/00/00

PAYMENT TERMS: NET 30
FOB: DESTINATION
DELIVERY: SEE CONTRACT

SHIP TO:
ALL STATE OF NEW MEXICO AGENCIES,
COMMISSIONS, INSTITUTIONS,
POLITICAL SUB-DIVISIONS AND LOCAL
PUBLIC BODIES ALLOWED BY LAW.

THIS PRICE AGREEMENT IS MADE SUBJECT TO THE TERMS AND CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS PAGE AND PAGE 2. INVOICE/BILL TO: AS REQUESTED

THE TERM OF THIS PRICE AGREEMENT SHALL BE JUN 02, 2006 THRU MAR 31, 2007.

ACCEPTED FOR THE STATE OF NEW MEXICO



NEW MEXICO STATE PURCHASING AGENT

DATE: 06/02/06

PURCHASING DIVISION
JOSEPH MONTOYA BLDG, RM. 2016
1100 ST. FRANCIS DR. 87505
P.O. BOX 26110
SANTA FE, NEW MEXICO 87502-0110



STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

1. **General:** When the State Purchasing Agent issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process, and then only to the extent, if any, specified elsewhere in this order.
3. **Assignment:**
 - A. Neither the order, nor any interest therein, nor claim there under, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 3B below or as expressly authorized in writing by the state purchasing agent's office. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - B. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within 20 days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed, at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent may inspect, at any reasonable time, the part of the contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such supplies or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
9. **Taxes:** The unit price shall exclude all State taxes.
10. **Packing, Shipping and Invoicing:**
 - A. The State's purchase document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipment not accompanied by a packing ticket.
 - B. The Vendor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices shall be rendered for each and every complete shipment. Invoice must be submitted to the using agency and NOT THE STATE PURCHASING AGENT.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
12. **Non-collusion:** In signing this bid, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent.
13. **Non-discrimination:** Vendors doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act. (Rev., 1979), and the Americans with Disabilities Act of 1990, (Public Law 101-336).
14. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
15. **All bid items are to be NEW and of most current production, unless otherwise specified.**
16. **Payment for purchases:** Except as otherwise agreed to: Late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.
17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this {Agreement} may be terminated by the contracting agency.
18. **Arbitration:** Any controversy or claim arising between the parties shall be settled by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

STATEWIDE
PRICE AGREEMENT

Page 2

ARTICLE I - STATEMENT OF WORK

Under the terms and conditions of this Price Agreement all State of New Mexico Agencies, Commissions, Institutions, Political Sub--divisions and Local Public Bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The item and/or services to be ordered shall be as listed under **ARTICLE IX - Price Schedule**. All orders issued hereunder will bear both an order number and this Price Agreement number. **It is understood that no guarantee or warranty is made or implied, by either the New Mexico State Purchasing Agent or the user, that any order for any definite quantity will be issued under this Price Agreement.** The contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

ARTICLE II - TERM

The term of this Price Agreement for issuance of orders shall be as indicated in specifications

ARTICLE III - SPECIFICATIONS

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under **ARTICLE IX - Price Schedule**. Orders issued against this schedule will show the applicable Price Agreement item(s), numbers(s), and price(s); however they may not describe the item(s) fully.

ARTICLE IV - SHIPPING AND BILLING INSTRUCTIONS

Contractor shall ship in accordance with the instructions of this form. **Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in ARTICLE II - TERM.** The contractor shall enclose a packing list with each shipment listing the order number, Price Agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

ARTICLE V - TERMINATION

This Price Agreement may be terminated by either signing party upon written notice to the other at least **thirty (30)** days in advance of the date of termination. Notice of Termination of the Price Agreement **SHALL NOT AFFECT ANY OUTSTANDING ORDERS.**

ARTICLE VI- AMENDMENT

This Price Agreement may be amended by mutual agreement of the NM State Purchasing Agent and the contractor upon written notice by either party to the other. An amendment to this Price Agreement **SHALL NOT AFFECT ANY OUTSTANDING ORDERS** issued prior to the effective date of the amendment as mutually agreed upon, and as published by the NM state Purchasing Agent. Amendments affecting price adjustments and/or extension of contract expiration are not allowed unless specifically provided for in the bid and contract documents.

ARTICLE VII - ISSUANCE OR ORDERS

Only written signed orders are valid under this Price Agreement. Form SPD-001A is the approved form for state agencies issuing Contract Orders under this Price Agreement. Other authorized government entities may utilize form SPD-001A or forms adapted by them for their own use.

ARTICLE VIII - PACKING (IF APPLICABLE)

Packing shall be in conformance with standard commercial practices.

ARTICLE IX - PRICE SCHEDULE

Prices as listed in the Price Schedule hereto attached, **ARE FIRM.**

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

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PAGE 3

ITEM *APPROX* UNIT * ARTICLE * UNIT * CONTRACT
* QTY * * AND DESCRIPTION * PRICE * VENDOR

CONTRACT ORDERS SHALL BE ISSUED ONLY TO VENDOR(S) SHOWN M001
UNDER THIS PRICE AGREEMENT. PRICES SHALL BE EQUAL TO OR
LESS THAN THE PRICE STIPULATED UNDER GSA CONTRACT.
AGENCIES MUST VERIFY THAT ITEMS BEING PURCHASED, RENTED,
ETC. ARE LISTED ON ABOVE REFERENCED GSA. ONLY THOSE ITEMS
LISTED MAY BE PLACED ON CONTRACT ORDERS UNDER THIS AGREE-
MENT. A COMPLETE COPY OF THE GSA CATALOG MUST BE RETAINED
BY THE USING AGENCY FOR AUDITING PURPOSES. TRADE-INS ARE
NOT ALLOWED UNDER THIS AGREEMENT.

VENDORS UNDER THIS AGREEMENT ARE REQUIRED TO FURNISH A
COMPLETE COPY OF THE GSA CATALOG TO THE USING AGENCY UPON
REQUEST. VENDORS MUST CERTIFY UPON REQUEST THAT ONLY THOSE
PRODUCTS, SUPPLIES OR SERVICES ACCEPTED BY THE FEDERAL
GOVERNMENT ARE INCLUDED IN GSA PRICE LIST.

STATE AND LOCAL GOVERNMENT CATALOGS ARE NOT ACCEPTABLE.

NOTE: ALL TERMS AND CONDITIONS ESTABLISHED AND AS INDICATED
IN THIS PRICE AGREEMENT BY THE NEW MEXICO STATE PURCHASING
AGENT SHALL PREVAIL.

THE TERM OF THIS AGREEMENT SHALL BE FOR ONE (1) YEAR FROM M002
DATE OF AWARD WITH THE OPTION TO EXTEND FOR A PERIOD OF ONE
(1) ADDITIONAL YEAR BY MUTUAL AGREEMENT OF ALL PARTIES AND
APPROVAL OF THE NEW MEXICO STATE PURCHASING DIRECTOR AT THE
SAME PRICE, TERMS AND CONDITIONS. THIS AGREEMENT SHALL NOT
EXCEED TWO (2) YEARS.

TAX NOTE:

PRICE SHALL NOT INCLUDE STATE GROSS RECEIPTS TAX
OR LOCAL OPTION TAX (ES). SUCH TAX OR TAXES SHALL
BE ADDED AT TIME OF INVOICING AT CURRENT RATE,
AND SHOWN AS A SEPARATE ITEM TO BE PAID BY USER.

0001 - ORACLE SOFTWARE, MAINTENANCE,
APPLICATION SERVICES AND TRAINING,
DLT SOLUTIONS INC.

PER GSA CONTRACT
GSA CONTRACT #GS-35F-4543G

(1)

**** 1 ITEM(S), 1 AWARDED



STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

AWARDED VENDOR
(I) 5580730
DLT SOLUTIONS INC
13861 SUNRISE VALLEY DR SUITE 400
HERNDON VA 20171

Telephone No. (703) 709-7172

**PRICE AGREEMENT
AMENDMENT**

PRICE AGREEMENT NUMBER: 60-000-00-00139
PRICE AGREEMENT AMENDMENT NO.: 1
TERM: JUNE 1, 2005 - MAY 31, 2006

SHIP TO:
All State of New Mexico Agencies, Commissions, Institutions,
Political Sub-divisions and Local Public Bodies allowed by law.

INVOICE:

AS REQUESTED

CONTRACT ORDERS WILL INDICATE AGENCY CONTACT
PERSON

Procurement Specialist: ANDREA GALLEGOS
Telephone No.: 505-827 - 0477

COMMODITY: ORACLE SOFTWARE, MAINTENANCE, APPL-ICATION SERVICES AND TRAINING, DLT SOLUTIONS INC.

THIS PRICE AGREEMENT AMENDMENT IS TO BE ATTACHED TO THE RESPECTIVE PRICE AGREEMENT AND BECOME A PART THERE OF.

THIS AMENDMENT IS ISSUED TO REFLECT THE FOLLOWING EFFECTIVE IMMEDIATELY.

CORRECT ADDRESS FROM: DLT SOLUTIONS INC
360 HERNDON PARKWAY SUITE 700
HERNDON VA 20170

TO: DLT SOLUTIONS INC
13861 SUNRISE VALLEY DRIVE SUITE 400
HERNDON VA 20171

TELEPHONE NUMBER TO REMAIN THE SAME.

EXCEPT AS MODIFIED BY THIS AMENDMENT, THE PROVISIONS OF THE PRICE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

ACCEPTED FOR THE STATE OF NEW MEXICO

NEW MEXICO STATE PURCHASING AGENT

DATE: 06/12/06



STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

AWARDED VENDOR
(1) 5580730
DLT SOLUTIONS INC
13861 SUNRISE VALLEY DR SUITE 400
HERNDON VA 20171

Telephone No. (703) 709-7172

**PRICE AGREEMENT
AMENDMENT**

PRICE AGREEMENT NUMBER: 60-000-00-00139

PRICE AGREEMENT AMENDMENT NO.: 2

TERM: JUNE 2, 2006 - MARCH 31, 2007

SHIP TO:
All State of New Mexico Agencies, Commissions, Institutions,
Political Sub-divisions and Local Public Bodies allowed by law.

INVOICE:

AS REQUESTED

CONTRACT ORDERS WILL INDICATE AGENCY CONTACT
PERSON

ag
Procurement Specialist: ANDREA GALLEGOS
Telephone No.: 505-827 - 0477

COMMODITY: ORACLE SOFTWARE, MAINTENANCE, APPLICATION SERVICES AND TRAINING, DLT SOLUTIONS INC.

THIS PRICE AGREEMENT AMENDMENT IS TO BE ATTACHED TO THE RESPECTIVE PRICE AGREEMENT AND BECOME A PART THERE OF.

THIS AMENDMENT IS ISSUED TO REFLECT THE FOLLOWING EFFECTIVE IMMEDIATELY.

CORRECT TERM ON AMENDMENT #1.

CORRECT TERM: JUNE 2, 2006 - MARCH 31, 2007

EXCEPT AS MODIFIED BY THIS AMENDMENT, THE PROVISIONS OF THE PRICE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

ACCEPTED FOR THE STATE OF NEW MEXICO
[Signature]
NEW MEXICO STATE PURCHASING AGENT

DATE: 06/21/06

PURCHASING DIVISION, 1100 ST. FRANCIS DRIVE 87505 / , PO BOX 26110, SANTA FE, NM 87502-0110 (505) 827-0472



STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

AWARDED VENDOR
(5580730)
DLT SOLUTIONS INC.
13861 SUNRISE VALLEY DR. SUITE 400
HERNDON, VA 20171

Telephone No. 703-709-7172

**PRICE AGREEMENT
AMENDMENT**

PRICE AGREEMENT NUMBER: 60-000-00-00139

PRICE AGREEMENT AMENDMENT NO.: FOUR

TERM: JUNE 2, 2006 - JULY 1, 2007

SHIP TO:
All State of New Mexico Agencies, Commissions,
Institutions, Political Sub-divisions and Local Public
Bodies allowed by law.

INVOICE:
AS REQUESTED BY USER

**CONTRACT ORDERS WILL INDICATE AGENCY
CONTACT PERSON**

Procurement Specialist: ANDREA GALLEGOS

Telephone No.: 505-827-0477

COMMODITY: APPLICATION SERVICES AND TRAINING, DLT SOLUTIONS INC

THIS PRICE AGREEMENT AMENDMENT IS TO BE ATTACHED TO THE RESPECTIVE PRICE AGREEMENT AND
BECOME A PART THERE OF.

IN ACCORDANCE WITH CONTRACT PROVISIONS, AND BY MUTUAL AGREEMENT OF
ALL PARTIES, THIS PRICE AGREEMENT IS EXTENDED FROM JULY 2, 2007 TO OCTOBER
1, 2007 AT THE SAME PRICE, TERMS AND CONDITIONS.

EXCEPT AS MODIFIED BY THIS AMENDMENT, THE PROVISIONS OF THE PRICE
AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

ACCEPTED FOR THE STATE OF NEW MEXICO

NEW MEXICO STATE PURCHASING AGENT

DATE: 6/29/07

PURCHASING DIVISION, 1100 ST. FRANCIS DRIVE 87505 / , PO BOX 26110, SANTA FE, NM 87502-0110 (505)
827-0472

SL