



**MAILROOM EQUIPMENT, SUPPLIES & MAINTENANCE**

Led by the State of Arizona

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Master Agreement #: ADSP016 - 169897

Contractor: **DMT SOLUTIONS GLOBAL CORPORATION DBA BLUECREST**

Participating Entity: **STATE OF ALASKA**

Participating Addendum #: N-2020-MAIL-0001

**Master Agreement Terms and Conditions:**

1. Scope: This addendum covers the Mailroom Equipment, Supplies & Maintenance contract led by the State of Arizona for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts with the prior approval of the state's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies and other entities authorized to use statewide contracts in the State of Alaska. This includes the Alaska Legislative Branch, the Alaska Court System, the University of Alaska, Boards and Commissions, and all political subdivisions; cities, boroughs, and school districts.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Tom Tanaka
Telephone:	(310) 714-9945
Email:	<a href="mailto:tom.tanaka@bluecrestinc.com">tom.tanaka@bluecrestinc.com</a>

Participating Entity

Name:	Jason Grove
Telephone:	(907) 465-5679
Email:	<a href="mailto:jason.grove@alaska.gov">jason.grove@alaska.gov</a>

**Participating Entity Modifications or Additions to the Master Agreement:**

These modifications or additions apply only to actions and relationships within the Participating Entity.

1. Administrative Fee:

The contractor shall provide a quarterly administrative fee of 1.5% to the State of Alaska. The contractor shall submit a check, payable to the State of Alaska, Department of Administration, Division of Shared Services for the calculated amount equal to 1.5% of all contract sales for the quarterly period.

The contractor must include the PA Number on the check. Checks submitted to the state without the PA Number will be returned to the contractor for the required information.



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Administrative fee checks shall be submitted to:

State of Alaska  
Department of Administration  
Division of Shared Services  
P.O. Box 110210  
Juneau, AK 99811-0210  
ATTN: Purchasing Section

The administrative fee may be included as a 1.5% adjustment to contractor's Master Agreement pricing. For example, if the Master Agreement price is \$100, then the contractor shall adjust the contract price by 1.5% to \$101.50 and the administrative fee due to the state shall be \$1.50 (1.5% of \$100).

This is the exact method that must be used to calculate the Master Agreement pricing for the Participating State and the administrative fees due. Under no circumstances may the contractor reduce the discount percentages available under the Master Agreement. The administrative fee shall not be invoiced or charged to an ordering agency or identified on an ordering agency's invoice.

Payment of the administrative fee is due irrespective of payment status on any orders. Administrative fee checks are due for each quarter as follows:

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Oct 31
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Jan 31
State Fiscal Quarter 3 (Jan 1 - Mar 31):	Apr 30
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Jul 31

Any quarter with zero sales must be reported as zero sales. This may be done electronically via email to the State of Alaska contact listed in this PA or their successor(s).

2. Volume/Usage Reports:

The contractor must provide a quarterly volume report to the Participating Entity contact or their successors. The report must include information which allows the State of Alaska to determine the amount of savings realized under the contract and to verify the administrative fee payments align with the reported contract spend.

**Lease and Rental Agreements:**

Equipment Lease Agreements are authorized in accordance with the terms of NASPO ValuePoint Master Price Agreement number ADSPO16-169897. Any underlying leases to this agreement will remain in full force and effect throughout the stated lease term of such lease agreement, subject to termination provisions stipulated with such lease.

- (a) Leases for BlueCrest Folders-Inserters Production, Inserters-Production, Pre-sorting Equipment Production and Software License and Subscriptions (the "BlueCrest Product Line") may be available in an applicable State through two third party lending companies, including, PNC Equipment Finance and Municipal Asset Management, Inc. The terms and conditions of the (i) Municipal Master Lease Purchase Agreement or the Muni Short Form FMV lease [PNC], and (ii) a Tax Exempt Lease/Purchase Agreement and a Rental Agreement [MAM] lease (together the



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"BlueCrest Leases"), as such may be available in this State, and have been included with this Participating Addenda. Pricing by third party leasing companies for BlueCrest Leases to be provided.

(b) The BlueCrest Leases may be offered under the Agreement and this State Participating Addenda and, in such cases, if there is a conflict between a BlueCrest Lease, and the State Participating Addenda, the BlueCrest Leases shall govern. Alternatively, the BlueCrest Leases may be offered as a separate contract outside the Participating Addenda and this Agreement. Further, in the event this State wishes to use its own lender, it will be considered a separate contract outside the Participating Addenda and this Agreement. Note that the BlueCrest Product Line is not available for an Equipment Rental program, as described in Section 3.16 of the Agreement"

(c) Sales & Purchase Tax will be charged, if required under your State Statute.

**Software License Agreements:**

Software license terms and conditions shall be mutually agreed upon in writing by the purchasing entity's authorized individual and BlueCrest.

**Subcontractors:**

All contactors, dealers, and resellers authorized in the State of Alaska, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

**Orders:**

All orders under this PA are to be made out to and processed by BlueCrest and should contain the following (1) Mandatory Language "PO is subject to NASPO ValuePoint Master Agreement number ADSPO16-169897" (2) Your Name, Address, Contact, & Phone-Number.

Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

All purchase orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include the Participating State/Entity's contract number: N-2020-MAIL-001 and the Lead State price agreement number: ADSPO16-169897.

**Individual Customer:**

Each State agency and political subdivision, as a Purchasing Entity, that purchases products/services under this Participating Addendum will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Participating Addendum Master Agreement; and they will have the same rights and responsibilities for their purchases as the Participating Entity has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will



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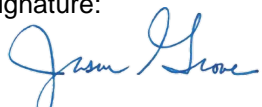

have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Purchasing Entity individually.

Section 7.2 [State of Arizona Uniform Terms and Conditions], subsection 6 [Risk and Liability], subsection 6.1 [Risk of Loss] is hereby amended by adding the following at the end of said subsection 6.1: "provided, however, that the State shall be deemed to have accepted a Product as to which it doesn't indicate nonconformity within sixty (60) days of the delivery of the product."

**Entire Agreement:**

This Participating Addendum and the Master Price Agreement number ADSP0 16-169897 (administered by the State of Arizona) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Price Agreement number ADSP0 16-169897, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Price Agreement number ADSP0 16-169897 and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Price Agreement number ADSP0 16-169897 and its exhibits shall prevail and govern.

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Alaska	Contractor: DMT Solutions Global Corporation (d/b/a) BlueCrest
Signature: 	Signature: 
Name: Jason Grove	Name: Susan Gabrielsen
Title: Contracting Officer	Title: Vice-President, North American Sales
Date: July 26, 2019	Date: July 26, 2019