

Master Agreement #: ADSP016 - 169897

Contractor: **DMT SOLUTIONS GLOBAL CORPORATION ("BLUECREST")**

Participating Entity: **STATE OF IOWA**

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 of Iowa 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, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Iowa. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Tom Tanaka
Address:	37 Executive Drive, Danbury, Connecticut 06810
Telephone:	310-714-9945
Email:	Tom.tanaka@bluecrestinc.com

Participating Entity

Name:	Kelli Sizenbach
Address:	1305 E Walnut, Des Moines, IA 50319
Telephone:	515-725-2275
Email:	Kelli.sizenbach@iowa.gov

4. Participating Entity Modifications Or Additions To The Master Agreement

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

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

- 4.1 Software license terms and conditions shall be mutually agreed upon in writing by the purchasing entity's authorized individual and BlueCrest.
- 4.2 Reports: The Contractor shall submit quarterly reports to the Participating State Contract Administrator showing all sales made quarterly against this Participating Addendum within the State of Iowa. Such reports will show the quantities and dollar volume of purchases by each Purchaser.

Schedule:

<u>Quarter Ending</u>	<u>Report Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

- 4.3 Administrative Fee: Without affecting the approved Product or Service prices or discounts specified in the Master Agreement and this Participating Addendum, the State of Iowa shall be entitled to receive a one percent (1.00%) administrative fee on all sales (net of returns, credits or adjustments) made within the State of Iowa against this agreement. The administration fee due to the State of Iowa shall be paid quarterly by Contractor directly to the Participating State, made payable to the "Iowa Department of Administrative Services".

Send to:

State of Iowa - DAS/Central Procurement Bureau Attention: DAS - CPFSE CFO
 1305 E. Walnut St.
 Des Moines, IA 50319

- 4.4 Pricing: Contractor's stated prices on the Contractor's approved NASPO ValuePoint Master Agreement web site shall be the pricing approved and agreed to with NASPO ValuePoint Master Agreement and by Participating State by signing this Participating Addendum.
- 4.5 Payment Terms: Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 60 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail.
- 4.6 Terms and Conditions: This Participating Addendum shall be construed and enforced in accordance with the laws of the State of Iowa. If there is a conflict between the terms and conditions of NASPO Master Agreement ADSPO16-169897 and the State of Iowa Participating Addendum the State of Iowa Participating Addendum shall prevail. There shall be no penalty for early termination of this Participating Addendum.

The term of this Participating Addendum will be effective upon the final execution date by the Participating State and co-terminus with the Master Agreement term unless otherwise cancelled or terminated as set forth in this Participating Addendum by the Participating State. Lead State amendments to extend the term date are automatically incorporated into this Participating Addendum unless terminated early

in accordance with the terms and conditions of the Master Agreement or this Participating Addendum.

4.7 Lease Agreements:

Equipment Lease and Rental Agreements are authorized in accordance with the terms of NASPO ValuePoint Master Price Agreement number ADSP016-169897. State of Iowa Agencies, facilities and departments, financing options, are either a) an operating (true) lease or b) renting. Installment purchase or LTOP leases are not allowed.



Political subdivisions may have the option to use an installment purchase or L TOP lease in accordance with their respective procurement policies and procedures. 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. Sales & Purchase Tax will not be charged, unless required by applicable law.

4.8 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 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.

- 5 **Subcontractors:** All contactors, dealers, and resellers authorized in the State of Iowa, 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.
- 6 **Orders:** 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.

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

Participating Entity: STATE OF IOWA	Contractor: DMT SOLUTIONS GLOBAL CORPORATION
Signature: 	Signature: 
Name: Kelly Sizenbach	Name: Susan Gabrielsen
Title: Purchasing Agent	Title: SVP Sales North America
Date: 1/28/2020	Date: 1/15/2020

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	
Telephone:	
Email:	

[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org
to support documentation of participation and posting in appropriate data bases.]

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Title: Purchasing Agent	Title: SVP Sales North America
Date: 1/28/2020	Date: 1/15/2020

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