



**MAILROOM EQUIPMENT, SUPPLIES & MAINTENANCE**

Led by the State of Arizona

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Master Agreement #: CTR044595

Contractor: **BLUECREST**

Participating Entity: **STATE OF ARIZONA**

**Master Agreement Terms and Conditions:**

1. **Scope:** This addendum covers the property offered under the NASPO ValuePoint **Mailing Equipment and Services** solicitation led by the State of **Arizona**. The following products or services are included in this contract portfolio: All products and accessories listed on the Contractor page of the NASPO ValuePoint website..
2. **Participation:** All State governmental entities within the State of Idaho and public agencies (as defined by Idaho Code, Section 67-2327) are authorized to purchase products and services under the terms and conditions of the NASPO ValuePoint Master Price Agreement. These public agencies include any city or political subdivision of the State of Idaho, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties, cities, or any political subdivisions created under the laws of the State of Idaho; and public schools and institutions of higher education. It will be the responsibility of the public agency to independently contract (i.e., issue purchasing orders) with the contractor and/or comply with any other applicable provisions of Idaho Code governing public contracts. 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:	DMT Global Solutions dba BlueCrest
Address:	37 Executive Dr. Danbury, CT 06810
Telephone:	(877) 406-7704
Fax:	N/A
Email:	Karen.Conlan@bluecrestinc.com



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Participating Entity

Name:	Joseph Nelson
Address:	304 N 8 <sup>th</sup> St. Rm 403
Telephone:	208-332-1602
Fax:	208-327-7320
Email:	<a href="mailto:Joseph.nelson@adm.idaho.gov">Joseph.nelson@adm.idaho.gov</a>

**4 PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT**

Notwithstanding any provisions in the Master Agreement to the contrary, the following shall apply to this PADD20210480:

- 4.1 Amendments: Amendments to the Master Agreement (including, but not limited to extensions, renewals, and modifications to the terms, conditions and pricing) will automatically be incorporated in this PADD20210480 unless the Participating State elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within ten (10) working days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice in accordance with this Section will result in the Master Agreement amendment automatically being incorporated in this PADD20210480.
- 4.2 Governing Law: Notwithstanding any provision to the contrary, the state of Idaho's PADD20210480 and all orders issued under the PADD20210480 by Ordering Entities within the state of Idaho, shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of this PADD20210480 shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PADD20210480 is held to be invalid or unenforceable by a court, the remaining terms of this PADD20210480 will remain in full force and effect. Except to the extent the provisions of the PADD20210480 are clearly inconsistent therewith, the PADD20210480 shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC).
- 4.3 Administrative Fee and Quarterly Usage Report: The prices to be paid by the Ordering Entities shall be inclusive of a one and one quarter percent (1.25%) Administrative Fee (the Participating State understands and agrees that Contractor may raise the negotiated Price Agreement prices by this amount). This additional percentage represents the Ordering Entity's contract usage administrative fee. On a quarterly basis, Contractor must remit to **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075** an amount



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equal to one and one quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly Contract sales

***For Example:** If the total of your net sales to Ordering Entities for one quarter = \$10,000, you would remit  $\$10,000 \times 0.0125 = \$125$  to the Division of Purchasing for that quarter, along with the required quarterly usage report.*

Contractor must also furnish summary and detailed usage reports , attached as **Attachment E. Usage Reports** must be submitted for each quarter (enter "0" if no purchases were made during a quarter), and must include a breakdown of purchases by Entity Type (i.e. State Agency, Higher Education, K-12, City, County and 'other'), as provided on the Form. In the event the State implements an online reporting tool in the future, Contractor agrees to utilize any new method of reporting quarterly usage.

Reporting Time Line (Fiscal Year Quarters):		Fee and Report Due:
1 <sup>st</sup> Quarter	July 1 - Sept 30	October 31st
2 <sup>nd</sup> Quarter	Oct 1 - Dec 31	January 31st
3 <sup>rd</sup> Quarter	Jan 1 - Mar 31	April 30 <sup>th</sup>
4 <sup>th</sup> Quarter	Apr 1 - Jun 30	July 31 <sup>st</sup>

E-mail your completed Quarterly Summary Usage Reports to [purchasing@adm.idaho.gov](mailto:purchasing@adm.idaho.gov).

Mail your check, in the amount of the Quarterly Administrative Fee, to: **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075**

4.4 Subcontractors: All contactors, dealers, and resellers authorized in the State of *Idaho*, 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 Master Agreement.

a. 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.

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- b. Lease Agreements: Equipment Lease, Purchase and Meter Rental Agreements are authorized in accordance with the terms of NASPO Master Price Agreement number: ADSPO16-169901 and its associated exhibits, attachments and addendums. The Master Mailing Equipment Lease Agreement, attached as **Attachment A**, is the only lease agreement that will be used for equipment leased under this PADD20210480.
- c. Placing Orders: All orders under this PA are to be made out to and processed by Blue Crest and must be accompanied by a completed Placement Order Form, attached as **Attachment B**. 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.
- d. Software Licenses: Software subscription terms and Software license terms and conditions shall be mutually agreed upon in writing by the purchasing entity's authorized individual and Blue Crest.
- e. Termination for Convenience: The State may terminate this Contract for its convenience, in whole or in part, with or without cause, upon thirty (30) calendar days written notice to the Contractor specifying the date of termination if the State determines it is in the State's best interest. The termination or expiration of the Master Agreement or this PADD20210480 shall in no way relieve any individual entity from its obligations to any product leases or postage meter rental agreements that were entered prior to the date of any such termination.
- f. Termination for Default: The State may terminate the Contract (and/or any order issued pursuant to the Contract) when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or noncompliance within a reasonable time, not to exceed thirty (30) calendar days. If the Contract is terminated for default or non-compliance, the Contractor will be responsible for any costs resulting from the State's award of a new contract and any damages incurred by the State. The State, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.

**4.11 Public Records and Trade Secret:**

Title 74, Chapter 1, Idaho Code (the Public Records Act) provides for the examination of public records, including records related to procurements and contracts. Section 74-107 details an exemption to examination of records deemed "trade secrets." Generally, this exemption describes trade secrets to "include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other



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*persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy."*

Upon request, the Contractor must provide an electronic copy of any documents related to this PADD20210480, with any information it has determined to meet the Idaho Code definition of trade secret redacted within three (3) business days. The Contractor must redact only that information which meets the definition of "trade secret;" entire documents identified as "confidential" will not be accepted. Contractor must also provide a separate document entitled "List of Redacted Trade Secret Information" which provides a succinct list of all trade secret information noted in your Document; listed in the order it appears in your submittal documents, identified by Page #, Section #/Paragraph #, Title of Section/Paragraph, specific portions of text/illustrations; or in a manner otherwise sufficient to allow the State's procurement personnel to determine the precise text/material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure and how the exempting the material complies with the Public Records Law.

In the event the State receives a request pursuant to the Public Records Act, which includes information deemed "trade secret" by the Contractor, the Contractor must agree to defend and indemnify the State against any claim brought challenging the denial of the request under the trade secret exemption. Failure of the Contractor to provide an electronic copy of the redacted documents, or to defend and indemnify the State, will result in the State releasing the full (unredacted) document in response to the request.



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

Participating Entity:	Contractor: DMT Solutions Global Corporation d/b/a BlueCrest
Signature: 	Signature: 
Name: Joseph Nelson	Name: Susan Gabrielsen
Title: Purchasing Officer	Title: SVP Sales North America
Date: 7/22/2020	Date: 7/22/2020

*[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.]***