



MAILROOM EQUIPMENT, SUPPLIES & MAINTENANCE

Led by the State of Arizona

Master Agreement #: **ADSP016 – 169897**

(Pursuant to Contract Amendment #1 to ADSP016-169897, granting partial assignment of Pitney Bowes' Document Messaging Technologies production mail business and supporting software products as reflected in the split price book, to DMT Solutions Global Corporation, doing business as Bluecrest, effective 6/21/2019, under contract CTR044595)

Contractor: DMT SOLUTIONS GLOBAL CORPORATION D/B/A **BLUECREST**

Participating Entity/Contract Number: **STATE OF SOUTH CAROLINA / 4400024631**

The following products or services are not included in this agreement:

- *Check Imprinting/Endorsing equipment*
- *Furniture unrelated to mail handling, for example: desks, chairs, stools, etc.*
- *Installation/Assembly work unrelated to new equipment purchase or lease*
- *Design work*
- *Consulting services*

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the Mailroom Equipment, Supplies and Maintenance contract led by the State of Arizona for use by state agencies and other entities located in the Participating State of South Carolina as 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 education, political subdivisions and other entities authorized to use statewide contracts in the State of South Carolina. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Pursuant to Section 11-35-4810, South Carolina public procurement units, both state and local (as defined by S.C. Code Ann. § 11-35-4610(5), as amended) are authorized to participate in cooperative purchasing.

Participation by local public procurement units (as defined by S.C. Code Ann. § 11-35-4610(3), as amended) in the Master Agreement is optional. By submitting an order and receiving delivery of an item pursuant to the Master Agreement, a local public procurement unit manifests its intent to be and is bound by the Master Agreement, including this Participating Addendum, unless the local public procurement unit has entered into a separate participating addendum.

Each SC Participant's obligations and liabilities are independent of any other SC Participant's obligations and liabilities. SC Participants are not obligated for any order submitted by another SC Participant and do not incur any liability with regard to any other SC Participant. The State



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Procurement Office is acting solely on behalf of South Carolina governmental bodies and bears no liability for any damages that any party may incur with regard to the Master Service Agreement.

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
Fax:	NA
Email:	Tom.tanaka@bluecrestinc.com

Name:	Terre Henry
Address:	37 Executive Drive, Danbury, Connecticut 06810
Telephone:	910-297-6796
Fax:	203-749-7729
Email:	Teresa.Henry@bluecrestinc.com

Participating Entity

Name:	Carol Norfleet, Procurement Manager, State Fiscal Accountability Authority
Address:	Procurement Services, 1201 Main Street, Suite 600
Telephone:	(803) 737-3224
Email:	cnorfleet@mmo.sc.gov

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.

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4. Definitions:

“Authorized Agent” All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement.

“Board” means the Board of the South Carolina State Fiscal Accountability Authority.

“Procurement Officer” means the person, or his successor, identified as such in this Participating Addendum.

“SC Participant(s)” means all participating South Carolina public procurement units (as defined by S.C. Code Ann. § 11-35-4610(5), as amended) or governmental bodies (as defined by S.C. Code Ann. § 11-35-310(18), as amended).

“State” means the Using Governmental Unit(s) identified on the Cover Page.

“You and Your” means Contractor.

“Using Governmental Unit” means all South Carolina Public Procurement Units [11-35-4610(5)] eligible to purchase under this contract.

5. Board as Procurement Agent: The Procurement Officer is an employee of the Board of the State Fiscal Accountability Authority, acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Board is not a party to such contracts, unless and to the extent that the Board is a using governmental unit, and bears no liability for any party’s losses arising out of or relating in any way to the contract.
6. South Carolina Prompt Payment Statute: The obligations of any SC Participant are governed by Section 11-35-45 of the South Carolina Code of Laws, if the participant is a "governmental body," as that term is defined in Section 11-35-310(18).
7. SC Registered Distributor: Contractor agrees to distribute its products to South Carolina governmental bodies through vendors registered with the South Carolina Secretary of State as an authorized South Carolina vendor <https://procurement.sc.gov/vendor/registration>.
8. Open Trade: During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

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9. Choice of Law: This PA is established as a term contract (as defined in Section 11-35-310(35)) available for use by all South Carolina public procurement units (as defined in Section 11-35-4610(5)). Use by state governmental bodies (as defined in Section 11-35-310(18)), which includes most state agencies, is mandatory except under limited circumstances, as provided in Section 11-35-310(35). See clause entitled "Acceptance of Offers 10% Below Price." Use by local public procurement units is optional. Section 11-35-4610 defines local public procurement units to include any political subdivision, or unit thereof, which expends public funds. Section 11-35-310(23) defines the term political subdivision as all counties, municipalities, school districts, public service or special purpose districts.

The contract, any dispute, claim, or controversy relating to the contract, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina.

10. Choice-of-Forum. All disputes, claims, or controversies relating to the contract shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the contract; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided in the contract or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.
11. No Indemnity or Defense: Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason.
12. Payment & Interest: (a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check. (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and

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waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding.

13. **Purchasing Card:** Contractor agrees to accept payment by the South Carolina Purchasing Card for no extra charge. Contractor accepts procurement card program payments up to \$15,000.
14. **Publicity:** Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.
15. **CISG:** The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement.
16. **Statewide Term Contract – Contract Limitations:** No sales may be made pursuant to this contract for any item or service that is not expressly included in the Scope. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment.
17. **Relationship Of Using Governmental Units:** Each Using Governmental Unit's obligations and liabilities are independent of every other Using Governmental Unit's obligations and liabilities. No Using Governmental Unit shall be responsible for any other Using Governmental Unit's act or failure to act.
18. **Item Substitution:** No Substitutes will be allowed on Purchase Orders received from South Carolina procurement units without written permission from the issuing procurement unit.
19. **Administrative Fee:** Procurement Services (PS) issues and maintains State term contracts for the benefit of all South Carolina state and local public entities. State term contracts allow all public entities to maximize their purchasing power by aggregating their requirements and to benefit from increased efficiencies in the acquisition process. In order to maintain and enhance the quality and quantity of its State term contracts, each participating public procurement unit will be assessed an administrative fee. Accordingly, a public procurement unit (as defined in S.C. Code Ann. § 11-35-4610(5)), by participating in this contract, owes (PS) an administrative services fee ("fee"). Participating public procurement units shall pay the fee to contractor as a part of the contract price. Contractor is responsible both for collecting the fee at the time of billing and for remitting the fee to PS. The fee to be collected by the contractor constitutes a debt by the contractor to PS. Contractor shall factor the fee into its contract pricing and shall not separately itemize or invoice for the fee.

For each reporting period, Contractor shall pay to PS a fee equal to **one (1%) percent** of the total dollar amount (excluding sales taxes and adjusted for credits or refunds) of purchases made by any public procurement unit from Contractor pursuant to this contract.

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(a) As used in this clause, the term “reporting period” means each full calendar quarter (Jan. -- Mar., Apr. -- Jun., Jul. -- Sep., and Oct. -- Dec.) and any remaining periods less than a full calendar quarter during the term of this contract. For each reporting period, contractor shall report to PS its total sales pursuant to this contract for the period and shall remit the fee to the PS Reports Manager. Payment for each reporting period is due no later than the last day of the month immediately following the end of the reporting period (Example: payment for the reporting period ending March 31 is due April 30). If the amount due for a reporting period is less than \$10.00, no payment is required. The procurement officer will provide contractor an information packet, including a detailed explanation of reporting and payment requirements, within fifteen (15) calendar days following contract award. You may contact the Reports Manager at:

Procurement Services Division
Attn: Reports Manager
1201 Main Street, Suite 600, Columbia, SC 29201
Phone: (803) 737-0600 (ask to speak to the Reports Manager)

(b) Contractor shall submit a usage report for each reporting period, even if no payment is due for the reporting period. The usage report shall include any information requested by PS to verify the amount due. At a minimum, each usage report shall reflect the following information for the applicable reporting period: contractor’s name, contract number, contract description, reporting period/quarter, total dollar value of sales (excluding sales taxes and showing any adjustments for credits or refunds), total number of units (if practicable), and the number, date, and amount of contractor’s check to PS. Unless otherwise specified by the reports manager, the usage report shall be submitted electronically according to instructions in the information packet. If the reports manager requires the contractor to provide a more detailed usage report, the reports manager will work directly with the contractor to determine the appropriate content and format of the report.

(c) PS or its authorized representatives shall be afforded access to contractor’s applicable records (including, without limitation, bank statements, deposits, checks; invoices; correspondence; ledgers; receipts; transmittals) in order to audit all transactions involving goods sold, work performed, or fees due pursuant to this contract, consistent with paragraph 24 of the Master Agreement. PS agrees not to disclose any material discovered or produced during the audit that the contractor reasonably designates as proprietary or confidential. If the audit indicates that contractor has materially underpaid PS, then contractor shall remit the balance found to be due (including any amounts assessed pursuant to subparagraph (d)) and reimburse PS for all costs of the audit.

(d) Payments of the fee which are due and unpaid by the contractor (including amounts disclosed by audit) shall bear simple interest from the date due until paid unless paid within 30 calendar days of becoming due. The interest rate shall be the highest prime rate (as published in The Wall Street Journal) plus 2% per annum (unless a higher rate is provided by law, but in no event be greater than the maximum interest rate permitted by law), shall be variable, and shall be adjusted effective at the close of business on the day of any change in the prime rate. In addition to the fee and interest, contractor agrees to pay to PS its reasonable

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expenses of collection, including costs and attorneys' fees (and fees for inside counsel), whether or not PS commences legal action.

(e) If the contractor fails to (i) timely submit accurate usage reports; (ii) remit to PS the fee when due; or (iii) promptly and fully cooperate with an audit request, the State may, without prejudice to any other remedy available to the State, take any one or more of the following actions:

(1) order the contractor to not accept any further orders under the contract until the cause for such order has been eliminated;

(2) terminate this contract;

(3) order the contractor to not accept any further orders under any other statewide term contract;

(4) terminate the contractor's award of any other statewide term contract.

(f) For purposes of this clause, PS is intended as a third-party beneficiary of this contract.

Reports MUST reference the State of South Carolina contract number (see Page 1) to assure accurate accounting of purchases under this contract and reported administrative fees. Each remittance will include the period covered and the contract number.

20. **Taxes:** Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor.

21. **Lease Agreements:** Any/all leasing must be through the State's IT Equipment Leasing contract. The current contractor, contact information, access to the Master Equipment Lease Agreement, forms and instruction are available through this link: [IT Equipment Leasing Contract](#). The State Procurement contact is:

Carol Norfleet, ITMO Procurement Manager
1201 Main Street, Suite 600, Columbia SC 29201
Phone: 803-737-3224
Email: cnorfleet@mmo.sc.gov

For clarification purposes of removing doubt as to the intention of the parties and to clearly delineate certain rights with respect to the equipment leased through the aforementioned lease agreement, the parties hereby agree as follows:



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- a. It is the express intention of all parties that the equipment, with the exception of maintenance and software, shall be sold to and owned by the lessee.
 - b. Contractor will send the invoice for purchase of equipment to the Purchasing Entity/lessee, showing the Purchasing Entity/lessee as the purchaser.
 - c. Sales and purchase tax will be charged, if required under State Statute.
22. Subcontractors: All BlueCrest contractors, subcontractors, Authorized Sales and Services Representatives authorized in the State of South Carolina, as shown on the dedicated BlueCrest 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.
23. 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.
24. Software license terms and conditions shall be mutually agreed upon in writing by the Using Governmental Unit's authorized individual and BlueCrest.



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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: State of South Carolina	Contractor: DMT Solutions Global Corporation d/b/a Bluecrest
Signature: 	Signature: 
Name: Carol Norfleet	Name: Susan Gabrielsen
Title: Procurement Manager	Title: SVP Sales North America
Date: 8/28/2020	Date: 8/28/2020

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	tfosket@naspovaluepoint.org

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