



MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the **State of Arizona**

Master Agreement #: **BPM003137**
Participating Agreement#: **N-2022-MAIL-0003**
Contractor: **DMT SOLUTIONS GLOBAL CORPORATION**
D/B/A BLUECREST
Participating Entity: **STATE OF ALASKA**

This Participating Addendum is entered into by Contractor and Participating Entity (collectively, the "Parties").

Scope and Participation:

1. Scope:

This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above.

This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above, except the following:

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

2. Participation:

Use of specific NASPO ValuePoint cooperative contracts by Alaska Executive Branch departments and governmental entities is authorized by an individual state's statutes to use state/entity contracts may be subject to the acknowledgement of the respective State Chief Procurement Official. Governmental entities eligible to use such contracts include the Alaska Legislative Branch, the Alaska Court System, the University of Alaska, State Boards and Commissions, Federally Recognized Tribes, and all State of Alaska political subdivisions, including cities, boroughs, and school districts. Federally Recognized Tribes means Native entity within the State of Alaska that is on the list published by the United States Bureau of Indian Affairs in 67 Federal Register, 46331-46333. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory provisions applicable to the Purchasing Entity. By signing and entering into this Participating Addendum, the Participating Entity certifies that they have obtained all of the acknowledgements and approvals required by state or local law or regulation. Purchasing Entity will immediately notify Contractor of any change in its eligibility to purchase under this Participating Addendum. Contractor reserves the right to terminate a Purchasing Entity's ability to purchase under this Participating Addendum if at any time it is determined that Purchasing Entity is not eligible to purchase under this Participating Addendum.



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3. Term:

This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement CTR058805, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

This Participating Addendum shall become effective as of the date of the last signature below and shall terminate on the end date of Master Agreement BPM003137, unless terminated sooner or otherwise amended in accordance with the terms set forth herein. Notwithstanding the previous, in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

CONTRACTOR: DMT SOLUTIONS GLOBAL CORPORATION d/b/a BlueCrest

Name:	Susan Gabrielsen, S.V.P. North America Sales
Address:	37 Executive Drive, Danbury, CT 06810
Telephone:	914-262-3456
Fax:	N/A
Email:	Susan.Gabrielsen@bluecrestinc.com
Contract Admin:	Jacob Halbur
Address:	37 Executive Drive, Danbury, CT 06810
Telephone:	(847) 423-7882
Fax:	N/A
Email:	jacob.halbur@bluecrestinc.com

PARTICIPATING ENTITY:

Name:	Joshua Hartman
Address:	333 Willoughby Ave., Ste. 801, Juneau, AK, 99801
Telephone:	(907) 465-5758
Email:	Joshua.Hartman@alaska.gov

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- d) Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.
- e) 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 |
- f) 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.
- 3) Shipping is to be FOB destination
- 4) **Non-Appropriation of Funds:** The Contractor acknowledges that the Purchasing Entity cannot contract for the payment of funds not yet appropriated. If funding is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided for a subsequent fiscal year, the Purchasing Entity may terminate this contract or proportionately reduce the services and purchase obligations from the State at the end of the then current fiscal year upon thirty (30) days written notice. In the case that funds are not appropriated for a subsequent fiscal year or are reduced for a subsequent fiscal year, the Purchasing Entity will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the Purchasing Entity will not be liable for any future commitments, penalties, or liquidated damages.

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

5. **Lease Agreements:** Equipment Lease Agreements are authorized to be entered into by authorized users of the PA in accordance with the NASPO ValuePoint Master Price Agreement number CTR058805. Any underlying leases to this PA must be negotiated between the authorized user and the Contractor's two (2) third party lending companies, PNC Equipment Finance and Municipal Asset Management, Inc., and will remain in full force and effect throughout the agreed to lease terms and conditions of such lease agreements and subject to termination provisions stipulated with such lease.
6. **Software License Agreements:** Software license terms and conditions shall be mutually agreed upon in writing by the Purchasing Entity's authorized individual and BlueCrest.



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7. Subcontractors: All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity’s state, as shown on Contractor’s NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor’s contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.

8. Orders: All orders under this PA are to be made out to and processed by Contractor and should contain the following (1) Mandatory Language "PO is subject to NASPO ValuePoint Master Agreement number CTR058805" (2) Your Name, Address, Contact, & Phone-Number. All purchase orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include the Participating State/Entity's contract number: N-2023-MAIL-002 and the Lead State price agreement number: ADSPO16-00006328.

Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing 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 the order.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

PARTICIPATING ENTITY

CONTRACTOR

Signature: 	Signature:  <small>Susan Gabrielsen (Nov 1, 2022 12:22 EDT)</small>
Name: Linda Polk	Name: Susan Gabrielsen
Title: Deputy Chief Procurement Officer	Title: S.V.P. North America Sales
Date: 11/1/2022	Date: 11/1/2022

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.







ALASKA - BlueCrest NASPO PA# N-2022-MAIL-0003 (11-1-22)

Final Audit Report

2022-11-01

Created:	2022-11-01
By:	Mel Norris (mel.norris@bluecrestinc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyTngljRggZzAcoriDdIPj1OdM3ld-G1Q

"ALASKA - BlueCrest NASPO PA# N-2022-MAIL-0003 (11-1-22)" History

-  Document created by Mel Norris (mel.norris@bluecrestinc.com)
2022-11-01 - 3:58:05 PM GMT - IP address: 73.38.77.227
-  Document emailed to susan.gabrielsen@bluecrestinc.com for signature
2022-11-01 - 3:58:34 PM GMT
-  Email viewed by susan.gabrielsen@bluecrestinc.com
2022-11-01 - 4:22:29 PM GMT - IP address: 104.47.57.254
-  Signer susan.gabrielsen@bluecrestinc.com entered name at signing as Susan Gabrielsen
2022-11-01 - 4:22:50 PM GMT - IP address: 144.121.233.70
-  Document e-signed by Susan Gabrielsen (susan.gabrielsen@bluecrestinc.com)
Signature Date: 2022-11-01 - 4:22:52 PM GMT - Time Source: server- IP address: 144.121.233.70
-  Agreement completed.
2022-11-01 - 4:22:52 PM GMT