

NASPO ValuePoint
PARTICIPATING ADDENDUM



MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the **State of Arizona**

Master Agreement #: **BPM003137**

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

Participating Entity: **STATE OF MONTANA**

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: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Arizona and Contractor for Mailing Equipment, Supplies and Maintenance. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

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, 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, 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:

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CONTRACTOR: DMT SOLUTIONS GLOBAL CORPORATION D/B/A BLUECREST

Name:	
Address:	
Telephone:	
Fax:	
Email:	

PARTICIPATING ENTITY:

Name:	Jeni Nolin
Address:	125 N. Roberts St. Room 165, Helena, MT 59620
Telephone:	(406) 444- 3313
Fax:	
Email:	Jeni.nolin@mt.gov

5. Participating Entity Modifications and Additions to the Master Agreement

- This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.
- This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

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.

5.1. PAYMENT TERM

All payment terms are computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors are required to provide banking information at the time of PA execution in order to facilitate State electronic funds transfer payments.

5.2. U.S. FUNDS

All prices and payments must be in U.S. dollars.



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5.3. REFERENCE TO PA

The Purchase order number **MUST** appear on all invoices, packing lists, packages, and correspondence pertaining to the PA contract.

5.4. STATE OF MONTANA ADMINISTRATIVE FEE

The State of Montana assesses an Administrative Fee of one and one-half percent (1.50%) for all net sales (sales less credits and returns) made under this PA. The prices paid to Contractor must include the 1.5% Administrative Fee. The Contractor shall remit this Administrative Fee concurrent with the Required Usage Reporting described below. The Administrative Fee must be submitted by ACH along with email notification to the State of Montana Contracts Officer. This Administrative Fee is effective upon execution of this Participating Addendum.

5.5. REQUIRED REPORTING

Contractor shall submit quarterly reports to the Contracts Officer (CO) assigned by the State to manage this contract. Contractor shall provide CO with an electronic usage report (Excel), which must list the following information at the minimum: purchasing entity; description of items purchased; date of purchase; contract price; and the extended price for each transaction. These reports are due no more than 30 days after the end of the quarter.

First Quarter:	July 1 through September 30
Second Quarter:	October 1 through December 31
Third Quarter:	January 1 through March 31
Fourth Quarter:	April 1 through June 30

5.6. TAXES

- 5.6.1. Payment. Contractor shall pay all property and sales taxes, if any.
- 5.6.2. Exemption. State of Montana is exempt from Federal Excise Taxes (#81- 0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111- 148, 124 Stat. 119].
- 5.6.3. All purchasers under this Participating Addendum shall provide Contractor with a tax exemption certificate in connection with their purchase.

5.7. DELIVERY

Weekends and holidays excepted, deliveries shall be F.O.B. DESTINATION, to the location shown below. The term "F.O.B. destination" as used in this clause, means free of expense to the State and delivered to the location specified. The Contractor shall:



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- Pack and mark the shipment to comply with specifications; or if the specifications do not contain specific packing or marking instructions, pack and mark the shipment in accordance with prevailing commercial practices and in such a manner as to ensure delivery in good condition.
- Prepare and distribute commercial bills of lading and Material Safety Data Sheets (MSDS) as appropriate;
- Deliver the shipment in good order and condition to the point of delivery specified in the ordering documents;
- Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the State at the delivery point specified in the ordering documents;
- Furnish a delivery schedule and designate the mode of delivering carrier; and
- Pay and bear all charges to the specified points of delivery.

5.8. WARRANTY FOR SERVICES

All services supplied under this Contract shall be fully guaranteed by the Contractor for a minimum period of ninety (90) days from the date of acceptance by the Participating Entity. Any defects of design, workmanship, or delivered materials that would result in non-compliance shall be fully corrected by the Contractor without cost to the Participating Entity. This warranty is separate from the product warranty.

5.9. INSURANCE

Contractor shall provide the Participating Entity the same insurance as it has provided the State of Arizona in the Master Agreement and include the Participating Entity as an additional insured on these policies as it has the State of Arizona. Electronic delivery of certificates of insurance and any endorsements shall be sent to the Primary Contact for the Participating Entity.

Contractor warrants that it performs all services using reasonable care and skill and according to its current description (including any completion criteria) contained in this PA. State agrees to provide timely written notice of any failure to comply with this warranty so that Contractor can take corrective action.

5.10. RECORD ACCESS AND RETENTION

- 5.10.1. Access to Records. Contractor shall provide the State, the Montana legislative auditor, or their authorized agents access to any records necessary to audit for agreement compliance. State may terminate this agreement, without incurring liability, for Contractor's refusal to allow access as required by this section. (18-1-118, MCA)
- 5.10.2. Retention Period. Contractor shall retain all records related to this agreement for 5 years following the termination or expiration of this agreement.



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5.11. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

Contractor shall not assign, transfer or subcontract any portion of this PA without the express written consent of the State, which shall not be unreasonably withheld. (Section 18-4-141, MCA.)

5.12. COMPLIANCE WITH LAWS:

5.12.1. Compliance. In performing its duties in this Agreement, Contractor shall conduct their efforts under this Agreement with all applicable federal, state, and local laws, rules, ordinances, and executive orders.

5.12.2. Patient Protection and Affordable Care Act. Contractor is the employer of its employees for the purpose of providing healthcare benefits to its employees and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

5.12.3. Hiring Practices. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, Contractor agrees that:

(a) the hiring of persons to fulfill Contractor's duties in this Agreement will be made based on merit and qualifications; and

(b) there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Agreement.

5.12.4. Any subcontracting by Contractor obligates subcontractors to the requirements of this section.

5.13. CHOICE OF LAW AND VENUE

5.13.1. Choice of Law. Montana law applies to this Agreement without regard for any choice-of-law rules that might direct the application of the laws of any other jurisdiction.

5.13.2. Venue. Any litigation concerning this Agreement will be brought only in the Montana First Judicial District, Lewis and Clark County.

5.13.3. Costs and Attorney Fees. Each party shall pay its own costs and attorney fees, except as otherwise stated in this Agreement.

5.14. COMPLIANCE WITH STATE OF MONTANA IT POLICIES AND STANDARDS

If, in providing the services and products arising from this PA, Contractor receives and hosts the State of Montana data, then Contractor shall comply with all applicable State of Montana IT policies and standards in effect at the time a Statement of Work is issued.

The links below provide information on State of Montana IT strategic plans,



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current environment, policies, and standards.

State of Montana Information Technology Strategic Plan <https://sitsd.mt.gov/Governance/IT-Plans>

State of Montana Information Technology Environment <http://sitsd.mt.gov/Services-Support/Enterprise-Architecture>

State of Montana IT Policies <https://sitsd.mt.gov/Governance/IT-Policies>

5.15. CONFORMANCE WITH CONTRACT

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without the State Procurement Bureau's prior written consent. Product or services provided that do not conform to the contract terms, conditions, and specifications may be rejected and returned at Contractor's expense.

5.16. CONTRACT OVERSIGHT

- 5.16.1. CIO Oversight. The State of Montana Chief Information Officer (CIO) or designee, may perform PA oversight activities. Such activities may include the identification, analysis, resolution, and prevention of deficiencies that may occur within the performance of PA obligations. The CIO may require the issuance of a right to assurance or may issue a stop work order as provided below.
- 5.16.2. Right to Assurance. If State, in good faith, has reason to believe that Contractor does not intend to, is unable to, or has refused to perform or continue performing all material obligations under this PA, State may demand in writing that Contractor give a written assurance of its intent to perform. Contractor's failure to provide written assurance within the number of days specified in the demand (in no event less than five business days) State may, at State's option, be the basis for terminating this PA and pursuing the rights and remedies available under this PA or law.
- 5.16.3. Stop Work Order. State may, at any time, by written order to Contractor require Contractor to stop any or all parts of the work required by this Contract for the period of days indicated by State after the order is delivered to Contractor. The order must be specifically identified as a stop work order issued under this clause. Upon receipt of the order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. If a stop work order issued under this clause is canceled or the period of the



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order or any extension expires, Contractor shall resume work. The State Project Manager shall make the necessary adjustment in the delivery schedule or contract price, or both, and this PA shall be amended in writing accordingly.

- 5.16.4. Compliance with Policies and Standards. Contractor is notified that, under the provisions of 2-17-514, MCA, the Department retains the right to cancel or modify any contract, project, or activity that is not in compliance with the Agency's Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard.

5.17. REDUCTION OF FUNDING

State must by law terminate this PA if funds are not appropriated or otherwise made available to support State's continuation of performance of this PA in a subsequent fiscal period. (18-4-313(4), MCA) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this PA (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, State shall terminate this PA as required by law. State shall provide Contractor the date State's termination shall take effect.

State shall not be liable to Contractor for any payment that would have been payable had the PA not been terminated under this provision. As stated above, State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to

Contractor up to the date State's termination takes effect. This is Contractor's sole remedy. State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

5.18. DISABILITY ACCOMMODATIONS

The State does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to the State. Interested parties should provide as much advance notice as possible.

5.19. SOFTWARE

Software subscription terms and Software license terms and conditions shall be mutually agreed upon in writing by the purchasing entity and Contractor.



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5.20. SEVERABILITY

A declaration by any court, or any other binding legal source, that any provision of the PA is illegal, and void shall not affect the legality and enforceability of any other provision of the PA, unless the provisions are mutually dependent.

6. Lease Agreements: “Reserved”
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: 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.

All purchase orders issued by purchasing entities within the jurisdiction of this Addendum must include the following (1) Mandatory Language “PO is subject to NASPO Contract #CTR 058809” (2) Your Name, Address, Contact, and Phone Number

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

PARTICIPATING ENTITY
STATE OF MONTANA
DEPARTMENT OF ADMINISTRATION

CONTRACTOR
DMT SOLUTIONS GLOBAL
CORPORATION D/B/A BLUECREST

DocuSigned by:

By: _____
5FBAABB9736647B...
[Enter Name & Title]

DocuSigned by:

By: _____ SVP North America Sales
920E7CC8747E4BC...
[Enter Name & Title]

Date: 2/10/2023

Date: 2/10/2023

Approved as to Legal Content for State

DocuSigned by:

By: _____
DD6EA2410011497...
Legal Counsel

Date: 2/10/2023

Approved as to Form

DocuSigned by:

By: _____
49E3FEF749664B6...
Procurement Officer

Date: 2/10/2023

Chief Information Officer Approval:

Contractor is notified that, under the provisions of 2-17-514, MCA, the Department of Administration retains the right to cancel or modify any contract, project, or activity that is not in compliance with the Agency's Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard.

DocuSigned by:

By: _____
D999BB1A7DDC479...
Kevin Gilbertson
Chief Information Officer

Date: 2/10/2023

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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.