

**NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
PARTICIPATING ADDENDUM ("Addendum")**

**Mailing Equipment, Supplies and Maintenance (2022-2027)
Administered by the State of Arizona ("Lead State")**



Master Agreement No. CTR058805

DMT Solutions Global Corporation dba BlueCrest ("Contractor")

And

**The State of Louisiana ("Participating State")
Participating State Contract Number: 4400025781**

The following products or services are included in this contract portfolio:

- Inserters, Production
- Folders / Inserters, Medium Volume
- Folders / Inserters, High Volume
- Folders / Inserters, Production
- Pre-sorting Equipment, Production
- Software, License, and Subscription

The following products or services are **excluded** from purchase under this Participating Addendum and State Contract Number 4400025781:

- Professional Services
- Consulting Services
- Lease Agreements
- Rental Agreements

1. Scope

This Participating Addendum covers Mailing Equipment, Supplies and Maintenance contracts led by the State of Arizona along with a multi-state sourcing team for use by all state agencies and local government entities, institutions of higher education, and school districts located in the State of Louisiana who are authorized by the State of Louisiana statutes to utilize state contracts.

2. Participation

Use of specific NASPO ValuePoint cooperative contracts by State agencies, political subdivisions and other entities (including cooperatives) authorized by the State of Louisiana's statutes to use state contracts are subject to the prior approval of the State of Louisiana's Chief Procurement Officer. Issues of interpretation and eligibility for participation in the State's program are solely within the authority of the State Chief Procurement Officer.

3. Term

The term of this Participating Addendum and State Contract Number 4400025781 shall be effective

upon the date of final execution below (the "Effective Date") by the State of Louisiana through May 14, 2024, unless otherwise terminated in accordance with the termination provisions of this Participating Addendum or the Master Agreement. This Participating Addendum and State Contract Number 4400025781 may be extended in accordance with the terms and conditions of the Master Agreement. Notwithstanding the previous, in no event shall the term of this Participating Addendum and State Contract Number 4400025781 exceed the term of the Master Agreement as amended.

4. Non-Exclusive Contract

This Participating Addendum and State Contract Number 4400025781 are non-exclusive and shall not in any way preclude State Agencies or Political Subdivisions of the State of Louisiana from entering into similar agreements, contracts and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources.

5. Order of Precedence

In the event of a conflict among the following documents, the order of precedence shall be as follows:

- A. The State of Louisiana Participating Addendum
- B. Master Agreement Number CTR058805
- C. RFP Number BPM003137

6. Modifications and/or Additions to the Master Agreement

Any limitations, modifications, or additions specified herein apply only to this Participation Addendum and the relationship between the State of Louisiana and DMT Solutions Global Corporation dba Bluecrest and shall not amend or affect other Participating Addendums or the Master Agreement itself.

A. Administrative Fee or Rebate:

The Contractor shall pay a one percent (1%) administrative fee or rebate to the State of Louisiana, Office of State Procurement (OSP). The administrative fee or rebate shall be submitted **quarterly** and shall be based on the total net (gross sales minus returns, credits and deductions) sales made to entities located in the State of Louisiana through State Contract Number 4400025781. Initiation and submission of the administrative fee or rebate to OSP is the responsibility of the Contractor without prompting or notification by the State Procurement Analyst (SPA). If these administrative fees or rebates are not submitted in a timely manner, OSP shall have the right to terminate this Participating Addendum and State Contract Number 4400025781.

The check is to be made payable to: Louisiana DOA-Office of State Procurement. The check is to be mailed or sent through a courier service to the following address: Office of State Procurement, Attn: OSP Receivables Specialist, 1201 North 3rd Street, Claiborne Building - Suite 2-160, Baton Rouge, LA 70802. Payment shall be made in accordance with the following schedule:

<u>Date</u>	<u>Quarter</u>	<u>Payment Period</u>	<u>Payment Due</u>
	First Quarter	July 1 through September 30	October 31
	Second Quarter	October 1 through December 31	January 31
	Third Quarter	January 1 through March 31	April 30
	Fourth Quarter	April 1 through June 30	July 31

NOTE: CONTRACTOR SHALL INDICATE STATE CONTRACT NUMBER 4400025781 ON THE REMITTANCE. WHEN SUBMITTING ONE (1) REMITTANCE FOR MORE THAN ONE (1) CONTRACT, CONTRACTOR SHALL INDICATE ALL STATE CONTRACT NUMBERS AND THE AMOUNT FOR EACH.

B. Usage Reports:

The Contractor shall submit detailed contract usage reports quarterly to the State Procurement Analyst (SPA) for State Contract Number 4400025781 in accordance with the below schedule. Initiation and submission of the quarterly reports to the SPA is the responsibility of the Contractor without prompting or notification by the SPA. If these reports are not submitted in a timely manner, the Office of State Procurement (OSP) shall have the right to terminate this Participating Addendum and State Contract Number 4400025781.

The specific usage report content, scope, and format requirements are available on the OSP website under Vendor Resources/Vendor Forms:

<https://www.doa.la.gov/doa/osp/vendor-resources/>.

In addition, the person's name who compiled the report and their contact information shall be provided. OSP reserves the right to request copies of any purchase orders issued against State Contract Number 4400025781.

The usage reports shall be submitted utilizing this format or an equivalent format that has been pre-approved by OSP. Schedule for submittal of usage reports:

<u>Quarter</u>	<u>Reporting Period</u>	<u>Due Date</u>
First Quarter	July 1 through September 30	October 31
Second Quarter	October 1 through December 31	January 31
Third Quarter	January 1 through March 31	April 30
Fourth Quarter	April 1 through June 30	July 31

C. Modifications:

No amendment or modification of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in this Participating Addendum is binding on any of the parties.

D. Amendments:

Any further Amendments to the Master Agreement after the Effective Date of this Participating Addendum, that have been approved by the Lead State, will not be applicable to this Participating Addendum and will not be valid unless made in writing as an amendment to this Participating Addendum, signed by the parties and approved as required by the laws of the State of Louisiana. No oral understanding or agreement not incorporated in this Participating Addendum is binding on any of the parties.

E. Assignment:

The Contractor shall not assign any interest in this Participating Addendum or State Contract Number 4400025781 by assignment, transfer or novation without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or

to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

F. Termination:

The State of Louisiana has the right to terminate this Participating Addendum, State Contract Number 4400025781, or any order issued pursuant to State Contract Number 4400025781 immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State of Louisiana; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State of Louisiana; (e) Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

Termination for Cause:

The State of Louisiana may terminate this Participating Addendum, State Contract Number 4400025781, or any order issued pursuant to State Contract Number 4400025781 for cause based upon the failure of Contractor to comply with the terms and/or conditions of this Participating Addendum, State Contract Number 4400025781, or any order issued pursuant to State Contract Number 4400025781 provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and this Participating Addendum, State Contract Number 4400025781, or any order issued pursuant to State Contract Number 4400025781 shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this Participating Addendum, State Contract Number 4400025781, or any order issued pursuant to State Contract Number 4400025781, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

Termination for Convenience:

The State of Louisiana may terminate this Participating Addendum, State Contract Number 4400025781, or any order issued pursuant to State Contract Number 4400025781 for convenience at any time (1) by giving thirty (30) days written notice to the contractor of such termination; or (2) by negotiating with the Contractor an effective date. The State shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

Termination for Non-Appropriation of Funds:

The continuation of this Participating Addendum, State Contract Number 4400025781, or any order issued pursuant to State Contract Number 4400025781 is contingent upon the continuation of an appropriation of funds by the legislature to fulfill the requirements of this Participating Addendum, State Contract Number 4400025781, or any order issued

pursuant to State Contract Number 4400025781. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Participating Addendum, State Contract Number 4400025781, or any order issued pursuant to State Contract Number 4400025781, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriations for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Participating Addendum, State Contract Number 4400025781, or any order issued pursuant to State Contract Number 4400025781; this Participating Addendum, State Contract Number 4400025781, or any order issued pursuant to State Contract Number 4400025781 shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

The Contractor should be aware that our legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

G. Default of Contractor:

Failure to provide goods and/or services according to the terms and conditions specified in this Participating Addendum and State Contract Number 4400025781 constitutes a default by the Contractor and may cause cancellation of this Participating Addendum, State Contract Number 4400025781, or any order issued pursuant to State Contract Number 4400025781. Where the State has determined the Contractor to be in default the State reserves the right to purchase any or all products or services covered by this Participating Addendum, State Contract Number 4400025781, or any order issued pursuant to State Contract Number 4400025781 on the open market and to charge the Contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting Contractor will be considered.

H. Governing Law:

This Participating Addendum, State Contract Number 4400025781, or any order issued pursuant to State Contract Number 4400025781 shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Participating Addendum, State Contract Number 4400025781, or any order issued pursuant to State Contract Number 4400025781 shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

I. Taxes:

Any taxes, other than State and local sales and use taxes from which the State of Louisiana is exempt, shall be assumed to be included within the total cost.

J. Electronic Vendor Payment Solutions:

The State desires to make payments electronically. The methods of payment may be via the State's LaCarte card (procurement card) or EFT payments sent directly from the State's bank directly to the payee's bank. See **Attachment A-Electronic Vendor Payment Solutions** of this Participating Addendum for additional information regarding electronic payment methods.

K. Late Payments:

Interest due by a State agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

- L. Public Information:**
For the purposes of this Participating Addendum, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect.
- M. Contract Controversies:**
Any claim or controversy arising out of this Participating Addendum, State Contract Number 4400025781, or any order issued pursuant to State Contract Number 4400025781, shall be resolved by the provisions of Louisiana Revised Statute 39:1673.
- N. Code of Ethics:**
The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Participating Addendum, State Contract Number 4400025781, or any order issued pursuant to State Contract Number 4400025781. The Contractor agrees to immediately notify the State of Louisiana if potential violations of the Code of Governmental Ethics arise at any time during the term of this Participating Addendum, State Contract Number 4400025781, or any order issued pursuant to State Contract Number 4400025781.
- O. Right to Audit:**
The State of Louisiana Legislative Auditor, Federal Auditors and Internal Auditors of the Louisiana Division of Administration (DOA), or others so designated by the DOA, shall have the option to audit all Contractor accounts directly pertaining to this Participating Addendum, State Contract Number 4400025781, or any order issued pursuant to State Contract Number 4400025781 for a period of five (5) years from the date of final payment made under this Participating Addendum, State Contract Number 4400025781, or any order issued pursuant to State Contract Number 4400025781 or as required by applicable State and Federal Law. Records shall be made available by the Contractor during normal working hours for this purpose.
- P. Record Retention:**
The Contractor shall maintain all records in relation to this Participating Addendum, State Contract Number 4400025781, or any order issued pursuant to State Contract Number 4400025781 for a period of at least five (5) years after final payment.
- Q. Contractors Cooperation/Close-Out:**
The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested (excluding any privileged information, materials, and/or documents). This applies even if this Participating Addendum, State Contract Number 4400025781, or any order issued pursuant to State Contract Number 4400025781 is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or to withhold State owned documents.
- R. Contractor's Certification of No Federal Suspension or Debarment:**
By signing this Participating Addendum, the Contractor certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly OMB Circular A-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Participating Addendum and State Contract Number 4400025781 and debarment from future contracts.

S. Secretary of State Registration Requirement:

In accordance with Louisiana law, all corporations (see La. R.S. 12:262.1) and limited liability companies (see La. R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or a contract with the State.

T. Prohibition of Discriminatory Boycotts of Israel:

In accordance with La. R.S. 39:1602.1, for any contract with a value of \$100,000 or more and for any Contractor with five (5) or more employees, the Contractor, or Subcontractor, shall certify that it is not engaging in a boycott of Israel and shall, for the duration of its contractual obligations, refrain from a boycott of Israel.

The State of Louisiana reserves the right to terminate this Participating Addendum, State Contract Number 4400025781, or any order issued pursuant to State Contract Number 4400025781, if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this Participating Addendum, State Contract Number 4400025781, or any order issued pursuant to State Contract Number 4400025781.

U. Software:

Software license terms and conditions shall be mutually agreed upon in writing by the purchasing entity's authorized individual and DMT Solutions Global Corporation dba Bluecrest. List of Software Licenses offered under this Addendum are attached hereto as Exhibit D.

V. Maintenance:

On-site maintenance terms and conditions shall be mutually agreed upon in writing by the purchasing entity's authorized individual and Contractor. Contractor's on-site maintenance terms under this Addendum are attached hereto as Exhibit E.

W. 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 this Participating Addendum and 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.

7. Louisiana Pricing Schedule ("LAPS") Contract

State Contract Number 4400025781 has been designated as a Louisiana Pricing Schedule ("LAPS") contract and LAC 34.V.1709 must be followed by Louisiana purchasing entities utilizing State Contract Number 4400025781.

8. Primary Contacts

The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Sales	Jacob Halbur
Address	37 Executive Dr Danbury, CT 08610
Telephone	(847) 423-7882
Fax	N/A
E-mail	jacob.halbur@bluecrestinc.com

Contractor

Name	Susan Gabrielson
Address	37 Executive Dr Danbury, CT 08610
Telephone	914-262-3456
Fax	
E-mail	Susan.Gabrielsen@BlueCrestinc.com

Participating State

Name	Felicia Sonnier, CPPB
Title	Deputy Director
Address	Office of State Procurement 1201 N. 3 rd Street, Claiborne Building, Suite 2-160 Baton Rouge, LA 70802
Telephone	225-342-8029
Fax	225-342-9756
E-mail	felicia.sonnier@la.gov

The Parties will keep and maintain current at all times a primary point of contact for administration of this Participating Addendum.

9. Signature Authority

Evidence of signature authority to contract with the state of Louisiana must be provided. One of the following must apply to the Contractor:

- a) The signer of this Participating Addendum is either a corporate officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership *in commendam* as reflected in the most current partnership records on file with the Secretary of State. **A copy of the annual report or partnership record must be submitted to the Louisiana Office of State Procurement before finalization of this Participating Addendum.**
- b) The signer of this Participating Addendum is a representative of the Contractor authorized to sign this Participating Addendum as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies a copy of the resolution, certification or other supportive documents must be submitted to the Louisiana Office of State Procurement before finalization of this Participating Addendum.**
- c) The Contractor has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to sign this Participating Addendum. **A copy of the applicable document must be submitted to the Office of State Procurement before finalization of this Participating Addendum.**
- d) The signer of this Participating Addendum has been designated by the Contractor as authorized to sign this Participating Addendum on the Contractor's vendor registration on file with the Louisiana Office of State Procurement.

10. Authorized Distributors

All contractors, dealers, and resellers authorized in the State of Louisiana, 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.

In order to be added to State Contract Number 4400025781 as an Authorized Distributor, the distributor must meet the following requirements:

- a) Be approved and added to the Contractor's Approved Distributor Listing;
- b) Be enrolled in the State of Louisiana LaGov Vendor System;
- c) Be registered and in good standing with the Louisiana Secretary of State's office;
- d) Have no suspensions or debarments listed on the General Services Administration's website (www.sam.gov)

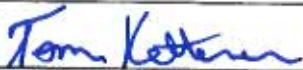

11. Orders

Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Participating Addendum and/or State Contract Number 4400025781 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. Each will be set forth on the Bluecrest order form, attached to this Addendum as Exhibit F.

12. Entire Agreement

This Participating Addendum and the NASPO ValuePoint Master Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter and supersedes all previous communications, representations, or agreements, whether oral or written. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the NASPO ValuePoint Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the NASPO ValuePoint Master Agreement and its exhibits, by any subsequent Purchase Order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the NASPO ValuePoint Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

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

Participating State: State of Louisiana	Contractor: DMT Solutions Global Corporation dba BlueCrest
Signature: 	Signature: 
Name: Tom Ketterer	Name: Susan Gabrielsen
Title: Director of State Procurement	Title: S.V.P. North America Sales
Date: 1/10/23	Date: 11/30/2022

ATTACHMENT A – Electronic Vendor Payment Solutions

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. The LaCarte Procurement Card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or EFT. You may indicate your acceptance below.

The LaCarte Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available by contacting the Office of Statewide Reporting & Accounting Policy at: DOA-OSRAP-EFT@la.gov

To facilitate this payment process, you will need to complete and return the EFT enrollment form.

Please check which option you will accept or indicate if you are already enrolled.

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already Enrolled</u>
LaCarte	_____	_____
EFT	_____	<u> X </u>

Printed Name of Individual Authorized

Authorized Signature for payment type chosen

Date

Email address and phone number of authorized individual