

PARTICIPATING ADDENDUM**MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE**Led by the **State of Arizona**Master Agreement #: **CTR058805**Contractor: **DMT SOLUTIONS GLOBAL CORPORATION D/B/A
BLUECREST**Participating Entity: **STATE OF IDAHO**

This Participating Addendum (**PADD20231478**) 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.

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.

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

SALES:	Susan Gabrielsen
Address:	37 Executive Drive, Danbury, Connecticut, 06801
Telephone:	914-262-3456
Fax:	N/A
Email:	Susan.Gabrielsen@bluecrestinc.com

Administration:	Jacob Halbur
Address:	37 Executive Drive, Danbury, Connecticut, 06801
Telephone:	(847) 423-7882
Fax:	N/A
Email:	jacob.halbur@bluecrestinc.com

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PARTICIPATING ENTITY:

Name:	The State of Idaho
Address:	650 W. State St. Room 100
Telephone:	208-327-7465
Fax:	208-327-7320
Email:	Contractadmin@adm.idaho.gov

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, **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. 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 PA unless the Participating Entity elects not to incorporate an amendment by providing written notification to the 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 PA.
 - 5.1. Governing Law: Notwithstanding any provision to the contrary, the state of Idaho's PA and all orders issued under the PA 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 PA shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PA is held to be invalid or unenforceable by a court, the remaining terms of this PA will remain in full force and effect.
 - 5.2. Certification Concerning Boycott of Israel: On April 26, 2021, Governor Little signed Senate Bill 1086. The bill creates a new section of code requiring all public entities in Idaho to insert a certification regarding boycotts of Israel in contracts and renewals of contracts that are effective on or after July 1, 2021. Contractor must agree to the following certification: failure to do so will result in the state of Idaho not being able to award this PA.
Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.
 - 5.3. Idaho Administrative Fee and Quarterly Usage Report: A one and one-quarter percent (1.25%)

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Administrative Fee will apply to all purchases made under the resulting PADD by any state or public agency in Idaho, the State of Idaho understands and agrees that Contractor will raise the Master Agreement prices by this amount. On a quarterly basis, the Contractor must remit to the State of Idaho an amount equal to one and one-quarter percent (1.25%) of the Contractor's net (sales minus credits) quarterly sales made under the PADD. Administrative Fee payments and reports to the State of Idaho are due no later than thirty (30) calendar days after the end of each calendar quarter.

Reporting Timeline (Fiscal Year Quarters): Fee and Report Due:

1st Quarter: July 1 – September 30	October 31 st
2nd Quarter: October 1 – December 31	January 31 st
3rd Quarter: January 1 – March 31	April 30 th
4th Quarter: April 1 – June 30	July 31 st

Contractor must furnish detailed usage reports as designated by the State. In addition to any required detailed usage reports, Contractor must also submit a summary quarterly report of purchases made from the Contract utilizing the PADD Summary Usage Report Form available for download at <https://purchasing.idaho.gov/information-for-vendors/> . A Summary Usage Report Form 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.

E-mail your completed Quarterly Summary Usage Reports to: purchasing@adm.idaho.gov.

Mail your check, in the amount of the Quarterly Administrative Fee, to:

Division of Purchasing, State of Idaho
P.O. Box 83720
Boise, ID 83720-0075

6. 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.
7. 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.
 - 7.1. Termination for Convenience: The State may terminate this PADD 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. In the event of termination of the PADD, all underlying leases, rentals, maintenance, and license/subscription agreements to this Addendum, including applicable terms and conditions, will remain in full force and effect throughout the duration of the lease, rental, maintenance, or license/subscription agreement, in accordance with the terms of the applicable agreement.

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- 7.2. Termination for Default: The State may terminate the Participating Addendum (but not the underlying leases or orders 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, unless such longer period of time is mutually agreed upon in writing. If the Contract is terminated for default or noncompliance, 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. A Purchasing Entity may terminate a lease or an order when the Contractor has been provided written notice of default or non-compliance and fails to cure such breach or non-compliance within thirty (30) days of receiving written notice of said breach or non-compliance.
- 7.3. 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, methodic technique or process that derives economic value, actual potential from not being generally known to, and not being readily ascertainable by proper means by other 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 PADD, 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 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.
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.
9. Software Licenses: Software license terms and conditions shall be mutually agreed upon in writing by the purchasing entity's authorized individual and BlueCrest. List of Software Licenses offered under this Addendum are attached hereto as Attachment D.

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10. [Reserved]

11. [Reserved]

12. **Placement of Orders:** All orders under this PA are to be made out to and processed by Bluecrest 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

13. **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 the 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.

14. Acceptance:

14.1. When the purchase does not require installation, acceptance shall occur sixty (60) calendar days after delivery, unless the Purchasing Entity has notified the Contractor in writing within said sixty (60) day period, that the product delivered does not meet the specification requirements or otherwise fails to pass the Contractor's established test procedures or programs or test procedures or programs identified in the Order.

14.2. When the Order requires installation, acceptance shall occur sixty (60) calendar days after completion of installation, unless the Purchasing Entity has notified the Contractor in writing, within said sixty (60) day period, that the product(s) delivered does not meet the specification requirements, that the product is not installed correctly or otherwise fails to pass the Contractor's established test procedures or programs or test procedures or programs identified in the Order.

14.3. When the Order requires the delivery of services, acceptance shall occur sixty (60) calendar days after delivery of the services, unless the Purchasing Entity has notified the Contractor in

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writing, within said sixty (60) day period, that the services do not meet the State's requirements or otherwise fail to pass the Contractor's established test procedures or programs, or test procedures or programs identified in the Order.

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

PARTICIPATING ENTITY

DMT Solutions Global Corporation
d/b/a BlueCrest

Signature: <i>Thayne Pearson</i>	Signature: <i>Susan Gabrielsen</i>
Name: Thayne Pearson	Name: Susan Gabrielsen
Title: Buyer, Idaho Division of Purchasing	Title: S.V.P. North America Sales
Date: January 20, 2023	Date: January 20, 2023

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.



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