



MASTER AGREEMENT NUMBER: MA 758 2300000565

Hourly Rate for Time & Materials (Regular Business Hours) - 3 Hour Minimum

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
3	0.00000	HOURL	\$712.500000	\$0.00			\$0.00
Hourly Rate for Time & Materials (Outside Business Hours)							
Extended Description: Hourly Rate for Time & Materials (Outside business hours includes weekends and holidays.) - 3 Hour Minimum							
\$356.25/Hour after hours M-F + Sat \$465.00/Hour Sun \$712.50/Hour Holidays							
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
4	0.00000		\$0.000000	\$0.00			\$0.00
Consumables							
Extended Description: Consumables: Tagstock, Postage Meter Ink, and solution makeup							
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
5	0.00000		\$0.000000	\$182,827.00	2023-07-01	2027-05-14	\$182,827.00
Postal Services Approved Quote 2-1-2023							
Extended Description: Equipment Services and Subscription for services dates July 1, 2023-June 30, 2024: Criterion IV Single-Tier Sorter = \$108,375.00 MoveComply Server Option = \$5,295.00 EZFlat Premium Sorter = \$7,727.00 Annual Sorter Subscription = \$39,451.00 Annual Sorter Subscription = \$21,979.00							
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
6	1.00000	EACH	\$148,700.000000	\$0.00			\$148,700.00
Postal Services Approved Quote 3-7-2023							
Extended Description: Upgrade Postjet printer to replace the Kodak printer for Indicia marking - \$94,250.00 Upgrade SBV - \$54,450.00							
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
7	1.00000	EACH	\$3,414.660000	\$0.00			\$3,414.66
Postal Services Approved Quote 2-2-2023							
Extended Description: 11D Parascript Clicks- \$3,414.66							
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
8	4.00000	QTR	\$46,782.000000	\$0.00			\$187,128.00
Postal Services - Quote 07-16-2024							
Extended Description: Equipment Services and Subscription for services dates July 1, 2024 - June 30, 2025: Criterion IV Single-Tier Sorter = \$111,626.00 MoveComply Server Option = \$5,454.00 EZFlat Premium Sorter = \$7,959.00 Annual Sorter Software Subscription = \$39,451.00 Annual Softer Software Subscription = \$22,638.00 Total Annual Equipment Service and Software Subscription Fee: \$187,128.00 (\$46,782.00/quarter)							
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
9	1.00000	EA	\$3,001.950000	\$0.00			\$3,001.95
Postal Services - Quote 02-19-2025							

Extended Description:

Item: TML25
11D Parascript Clicks FA
SN: 0910364
100,065 11-D @ .03/Click
Filled on 2/13/25

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
10	0.00000		\$0.000000	\$0.00	2025-07-01	2027-05-14	\$0.00

Postal Services - 2025 Service & Software Subscription

Extended Description:

Equipment Service and Software Subscription
July 1, 2025 - November 7, 2025

On Site Service Agreement
Criterion IV Single-Tier Sorter = \$38,325.00
MoveComply Server Option = \$1,872.68
EZFlat Premium Sorter = \$2,732.68
Annual Sorter Software Subscription = \$13,544.68
Annual Sorter Software Subscription = \$7,772.36

Pro-Rated Fee - 07/01/25 -10/31/25
Total = \$64,247.40

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
11	8.00000	MO	\$13,435.590000	\$0.00			\$107,484.72

Postal Services - Criterion Service Agreement

Extended Description:

On Site Service Agreement
Sorter: Criterion IV SN: 0910364; Tag # 102234A
November 7, 2025 - June 30, 2026

Prorated Software License Fee
\$13,435.59 per month / \$107,484.72 Total

Includes
Service Type: On Site Service Agreement
(\$10,049.42 per month)
Contracted Period of Maintenance (CPM):
8:30AM - 5:00PM (M-F)
Criterion IV Single-Tier Sorter
Serial #0901364
MoveComply Server Option
Serial #042339

Software Description:
(\$3,386.17 per month)
Sorter: Criterion IV SN: 0910364; Tag # 102234A
Annual Sorter Software Subscription - Includes 1st Class Letters, MoveComply Server, Material Handler Manager and Netsort

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
12	20.00000	MO	\$47,436.930000	\$0.00			\$948,738.60

Postal Services - Lease-Vantage MLOCR Sorter

Extended Description:

Postal Services - Lease
Vantage MLOCR Sorter

20-Month Lease
\$47,436.93 per Month
\$948,738.60 Total Lease

Up to 50,000 Letter Mail pieces per hour
Sabre MLOCR Camera and Verifier
Large 92 Mixed Mail Feed Deck

108 Two-Tier, One-Sided Stacker Bins
Mail Tray shelf for each section of bins
Double Feed Detection
Netsort Link Interface
(3) Videojet 37 PC Ink Jet Printers IMb Barcode
MOVEcomply
Endorsement/Date
LED Marque Display
Tray Tag Printers
Report Printer
Remote Diagnostic Server (RDS)
Installation/Training
Helpdesk Support Level 1 (First Year Coverage)

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
13	1.00000	EA	\$94,105.000000	\$0.00			\$94,105.00

Postal Services - Vantage MLOCR Sorter 2nd Year Maintenance

Extended Description:
Postal Services

Year 2: Hardware & Software Maintenance
Vantage MLOCR Sorter

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Commonwealth of Kentucky

Master Agreement Amendment #1 – DMT Solutions Global Corporation, DBA: BlueCrest

MA 758 2300000565

Amend the Participating Addendum to include the following:

- COT as the contact on behalf of All State Agencies.
- Lease Agreements: Equipment Lease and Rental Agreements are authorized in accordance with the terms of NASPO Contract CTR058805. Any leases entered into during the term of the Participating Addendum will remain in full force and effect throughout the stated lease term of such lease agreement, subject to termination provisions stipulated with such lease. Sales and Purchase Tax will be charged, if required under your State Statute. Leases for Contractor's equipment are available through two (2) third-party leasing companies, PNC Equipment Finance and Municipal Asset Management, Inc.
- **Commonwealth Office of Technology (COT) Requirements**
 - A. Compliance with Kentucky Information Technology Standards (KITS)
 - o The Contractor and any subcontractors, dealers, distributors, resellers, and other partners shall adhere to applicable Commonwealth Office of Technology (COT) Standards <https://technology.ky.gov/policies-and-procedures/PoliciesProcedures/CIO-051%20IT%20Information%20Technology%20Standards%20Policy.pdf>
 - B. Software End User License Agreements (EULA)
 - o Any software End User License Agreement (EULA) should be submitted with the quote and reference the Commonwealth's Master Agreement number. All EULAs shall be governed by the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth regarding the agreement, including but not limited to actions either for breach of agreement or for enforcement of the agreement, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

Participating Entity: Commonwealth of Kentucky Commonwealth Office of Technology (COT)	Contractor: DMT Solutions Global Corporation, DBA: BlueCrest
Signature:	Signature:
Name: Jim Barnhart	Name: Susan Gabrielsen
Title: CIO	Title: SVP North American Sales
Date:	Date:
Participating State: Commonwealth of Kentucky Office of Procurement Services (OPS)	
Signature:	
Name: Stacy Blank	
Title: Executive Director	
Date:	

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NASPO ValuePoint
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: **COMMONWEALTH OF KENTUCKY**

Scope and Participation:

1. Scope:

This Participating Addendum includes the entire scope of the products and services available through Master Agreement CTR058805.

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. Per KRS 45A.050(3), any political subdivision, including cities of all classes, counties, school districts, or special districts, may participate in this Participating Addendum to the same extent as the Commonwealth in accordance with the terms and conditions of this Participating Addendum. Issues of interpretation and eligibility for participation by such political subdivisions are solely within the authority of the State Chief Procurement Official.

3. Term:

This Participating Addendum shall become effective as of April 16, 2023, and shall terminate on May 14, 2024, with the option to renew through May 14, 2027, 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:

Name:	Jacob Halbur
Telephone:	847-212-6890
Email:	jacob.halbur@bluecrestinc.com

PARTICIPATING ENTITY:

Name:	Carrie Willard
Telephone:	502-564-4510
Email:	carrie.willard@ky.gov

Participating Entity Modifications and Additions to the Master Agreement

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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:

- 4.1 Tax Exempt Status
Do not include Federal Excise Tax, Kentucky Sales or Use Tax.
- 4.2 Provisions for Termination of the Contract
This contract shall be subject to the termination provisions set forth in 200 KAR 5:312.
- 4.3 Conflict of Interest
The parties certify by the signatures of duly authorized representatives hereinafter affixed, that they are legally entitled to enter into this agreement and that they shall not be violating, either directly or indirectly, any conflict-of-interest statute of the Commonwealth of Kentucky, by the performance of this agreement.
- 4.4 Liability
The liability of the Commonwealth related to contractual damages is set forth in KRS 45A.245.
- 4.5 Payments
The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.
- 4.6 Governing Law
This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.
- 4.7 Access to Records
The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).
- 4.8 Contract Modification
No modification or change of any provision of this Agreement shall be made, or construed to be made, unless such modification is mutually agreed to in writing and

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the Office of Procurement Services has issued a contract Modification to effect the said change. Until such time as the vendor receives a Modification, the vendor shall not accept Delivery Orders from any agency referencing such items or services.

4.9 Vendor's Report

The vendor(s) may be asked to furnish the buyer, Office of Procurement Services, a report showing services provided to the Commonwealth and its using agencies each six (6) months of the contract period. The report will include political subdivisions and university purchases. This report may be the vendor's computer printout sheet or form. This shall apply to all services, which are to become a part of this contract. This report must reference usage by brief description of the services or other format designated by the Office of Procurement Services.

4.10 No Fees for Processing Credit Card Payments

The Contractor shall accept purchasing credit cards as a form of payment without charging any fees for the purchase.

4.11 Consolidated Quarterly Administrative Fee

The Contractor agrees to provide a quarterly administrative fee to the Commonwealth of Kentucky as a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. The administrative fee percentage is only applicable to the net amounts actually received by the Contractor during the quarter and is not applicable to the amounts ordered by customers but not yet paid. The administrative fee shall be paid in the form of a check payable to the Commonwealth of Kentucky – Office of Procurement Services for an amount equal to **1.0%** of the net sales (less any return, credits or adjustments) under this Contract for the period. Fees shall be paid 45 days after the close of the quarter. Check is to be mailed to the Office of Procurement Services, 200 Mero Street, 5th Floor, Frankfort, KY 40622.

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 Leasing and Lease/Rental Programs are authorized in accordance with the terms of Master Agreement CTR058805.

6. 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.

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.

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

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<u>PARTICIPATING ENTITY</u> Commonwealth of Kentucky – Finance and Administration Cabinet	<u>CONTRACTOR</u> DMT Solutions Global Corporation D/B/A BlueCrest
Signature:	Signature:
Name: Kathy Robinson	Name:
Title: Executive Director, Office of Procurement Services	Title:
Date:	Date:

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.