



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 7

List View

General Information | [Contact](#) | [Default Values](#) | [Discount](#) | [Document Information](#) | [Clarification Request](#)

Procurement Folder: 1916841

Procurement Type: Central Contract - Fixed Amt

Vendor ID: VS0000016653

Legal Name: DMT SOLUTIONS GLOBAL CORPORATION

Alias/DBA:

Total Bid: \$1,429,923.00

Response Date: 03/19/2026

Response Time: 12:13

Responded By User ID: Mel.Norris

First Name: Jacob

Last Name: Halbur

Email: jacob.halbur@bluecrestinc.i

Phone: 8472126890

SO Doc Code: CRFQ

SO Dept: 0231

SO Doc ID: OOT2600000022

Published Date: 3/18/26

Close Date: 3/19/26

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum No 1 High Speed Production Mail Inserting Machine

Total of Header Attachments: 7

Total of All Attachments: 7

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	High Speed Production Mail Inserting Machine	2.00000	EA	539615.000000	1079230.00

Comm Code	Manufacturer	Specification	Model #
44102100			

Commodity Line Comments: As noted in our Cover Letter, BlueCrest is providing three (3) options with a description of each configuration provided for each option. The cost shown above is for Option #1 per MSE Series inserter that meets the original RFQ requirements for High Productivity Input modules that includes a Dual Accumulator and a TnT module to process printed output in Z-to-A format.
Option #2: MSE HPI input dual accumulator without TnT unit price \$499,996 per MSE inserter x 2 =\$999,993
Option #3: Rival Series inserter with Single Accumulator and no TnT unit price \$344,829 per Rival inserter x 2 = \$689,659

Extended Description:
High Speed Production Mail Inserting Machine

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Maintenance and Support	2.00000	EA	53075.000000	106150.00

Comm Code	Manufacturer	Specification	Model #
81112201			

Commodity Line Comments: As noted in our Cover Letter, BlueCrest is providing three (3) options with a description of each configuration provided for each option. The maintenance support cost shown above is year one for Option #1 & #2 per MSE inserter
Option #3: Rival Series inserter with Single Accumulator and no TnT \$46,460 per Rival inserter x 2 =\$92,920

Extended Description:
First year Maintenance and Support and renewal years 2-5 maintenance and support

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Installation and Delivery	1.00000	EA	54667.000000	54667.00

Comm Code	Manufacturer	Specification	Model #
81112201			

Commodity Line Comments: As noted in our Cover Letter, BlueCrest is providing three (3) options with a description of each configuration provided for each option. The maintenance support cost shown above is year two for Option #1 & #2 per MSE inserter
Option #3: Rival Series inserter with Single Accumulator and no TnT \$47,853 per Rival inserter x 2 =\$95,706

Extended Description:
First year Maintenance and Support and renewal years 2-5 maintenance and support

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Maintenance and Support Yr 4	2.00000	EA	56307.000000	112614.00

Comm Code	Manufacturer	Specification	Model #
81112201			

Commodity Line Comments: As noted in our Cover Letter, BlueCrest is providing three (3) options with a description of each configuration provided for each option. The maintenance support cost shown above is year three for Option #1 & #2 per MSE inserter
Option #3: Rival Series inserter with Single Accumulator and no TnT \$49,289 per Rival inserter x 2 =\$98,578

Extended Description:

First year Maintenance and Support and renewal years 2-5 maintenance and support Yr 4

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Maintenance and Support Yr 5	2.00000	EA	38631.000000	77262.00

Comm Code	Manufacturer	Specification	Model #
81112201			

Commodity Line Comments: Section 4.1.2.1 RFQ indicated that renewal of maintenance and support for Year 4 and Year 5 is optional, contingent upon mutual agreement between Vendor and Agency. BlueCrest will provide renewal costs for these years when the time comes up. However, Addendum No 1, CRFQ 0231 OOT2600000022 and Final CRFQ 0231 OOT2600000022 included an area to provide Installation and Delivery costs that isn't included with the web submission format. The cost shown above is the Installation and Delivery cost for our proposed Option #1 or #2 MSE Series inserter \$38,631 per inserter
Option #3 Rival Series inserter is \$34,831 per inserter

Extended Description:

First year Maintenance and Support and renewal years 2-5 maintenance and support Yr 5



"Data To Delivery Solutions"

March 19, 2026

State of West Virginia
Office Of Technology
Charleston, WV

Re: **CRFQ 0231 OOT260000022**
High-speed mail inserting system

Dear Mr. Welch,

DMT Solutions Global Corporation, dba BlueCrest, is pleased to provide you with the following proposal response to the State of WV CRFQ 0231 OOT260000022 for a high-speed production console mail inserting system with a high productivity cut-sheet input. Based upon decades of providing State of WV OFT with production mail inserting solutions, you can trust that BlueCrest understands the types of mail inserting applications that our proposed solution will need to be able to process. Critical to a successful implementation of a new mail inserting system is the need to "seamlessly" integrate into the current OFT print to mail production workflow processes.

Based upon the updated RFQ requirements Addendum No. 1 that allows OEM vendors to propose a cut sheet input module that has a Single Accumulator versus the original RFQ requirement for a High Productivity Cut Sheet Feeder with a Dual Accumulator, BlueCrest will be providing pricing for a Rival Series inserter that would have a Single Accumulator. In addition, the RFQ has a requirement to be able to process sheets that are printed in a Z-to-A format that BlueCrest technology can meet utilizing our unique Twist No Twist (TnT) module can accommodate. However, if the sheets can be printed A-to-Z, the configuration cost will be lower due to not needing a TnT module. Based upon knowledge of Ricoh printers, our belief is that changing the printed output from Z-to-A to be A-to-Z is not an issue, but we will leave that decision up to OFT.

Our submission will have three options for the State of WV to choose from:

- Option #1: MSE Series inserter configuration that meets the original RFQ requirement for a High Input Cut Sheet Feeder with a Dual Accumulator, plus the ability to process printed materials in a Z-to-A format with a Buffer Twist No Twist Module included
- Option #2: MSE Series inserter configuration that meets the original RFQ requirement For a High Input Cut Sheet Feeder with a Dual Accumulator, plus the ability to process printed materials in an A-to-Z format with a standard buffer without a TnT buffer.
- Option #3: Rival Series inserter configuration that meets the updated RFQ requirement Cut Sheet Feeder with a Single Accumulator with a standard buffer to process printed materials in an A-to-Z format with a standard buffer without a TnT buffer.

The proposed MailStream Evolution (MSE) Series and Rival Series systems have features like the current BlueCrest inserters in use at the OFT site in Charleston, but with design improvements since the current inserters were installed many years ago. A significant configuration upgrade that was identified as a requirement for the initial RFQ, High Productivity Input (HPI) modules, are designed for high sheet count application efficiency. BlueCrest has been enhancing our HPI input modules for many years based upon customer input. The learning curve for staff to be able to process large quantities of mail inserting work on the proposed systems will be very short, with some training needed to get your operators familiar with new features that our engineers have added over the years.

In terms of the ability to connect into the File Based integrity platform that is used for secure processing of the Work Force applications, the proposed systems will be able to “seamlessly” integrate into a File Base environment. However, integration will require a detailed Scope of Effort review with OFT to update our documentation of the Work Force applications, plus connectivity to a File Base Mail Server that would need to be provided by OFT.

As BlueCrest evaluated the RFQ requirements, we found sections where we will not be able to provide a solution or cannot agree to a term or condition. One area that BlueCrest has discussed with OFT print mail center management for the past several years is that there is no US Postal Service Intelligent Mail Indicia (IMI) postage meter solution available for the MSE or Rival Series mail inserters. To enable postage spend by each state agency to be captured, BlueCrest is proposing our in-line Infinity + postage permit printing system. BlueCrest is actively engaged with our former parent company, Pitney Bowes, to be able to send postage spend data from our inserter control system to the Business Manager postage accounting system.

Addendum No. 1 section 4.1.2.9 clarified on the 2nd Friday weekend of each month service support would be required to be “on-site” once a service request is placed. Based upon many years of supporting OFT, our understanding of this requirement is to have a Factory Trained BlueCrest service technician to arrive at the production site once contacted by OFT personnel. on the 2nd Friday weekend of each month. BlueCrest proposed maintenance support does include this coverage model.

Thank you for including BlueCrest for this important technology update RFQ.

Doug Bernhardt
BlueCrest Senior Government Account Executive



"Where message meets momentum"

Mail Stream Evolution Series

Inserting System RFQ Response

For

**STATE OF WV
OFT**

**High Speed Production Mail Inserting Machine
CRFQ 0231 OOT260000022**

ORGANIZATION / LOCATION

Company Name:

BlueCrest

Headquarters Address:

37 Executive Drive
Danbury CT 06810

Contact Name, Title, Phone, and E-mail:

Doug Bernhardt
Regional Account Executive
Tel: 315.359.0584
E-mail: doug.bernhardt@bluecrestinc.com

Web Site:

www.bluecrestinc.com

MAXIMUM THROUGHPUT THROUGH SELF-OPTIMIZATION CAPABILITIES

BlueCrest Mailstream Evolution™ (MSE) inserter includes the technology needed to self-optimize to meet the needs of individual applications. The **use of servo motor control technology enables** dramatic productivity improvements, minimizes material damage and reduce integrity issues when operators must handle mail due to jams on the platform.

Examples include:

- **Self-adjusts** with a 'soft' insertion cycle at start up to reduce jams, then automatic acceleration to normal processing speeds
- **System self-optimizes inserting speed** for thick collations by slowing the collation prior to being delivered to the outside mailing envelope. The system would adjust back to the previous operating speed on an envelope-by-envelope basis to maximize productivity and to reduce potential damage to critical constituent mail.
- **Self-controls dynamic chassis speed** to automatically adjust to the optimal insertion speed for each specific application, based on media and collation sizes

EFFECTIVE INSERTER CONTROL TECHNOLOGY

Your Mailstream Evolution™ Inserter will utilize Direct Connect Screen to control the inserter and to provide real-time decision making about mail processing. Direct Connect Screen's PC-based control offers several features that are typically associated with high-end platforms:

- Interactive, automated application setup and job management
- Unified, integrated subsystem control and monitoring, with built-in diagnostics
- Multiple language support for operators

Specifically designed for non-merging and simple collations, Direct Connect Screen provides all the fundamental integrity and flexibility features that have made Direct Connect one of the industry's leading inserter control systems by which all others are judged.

Direct Connect Screen helps create new opportunities for your organization by allowing you to process a wide range of integrity and more personalization – on less equipment. The information for processing different types of jobs is stored in the system as unique operating modes that can be simply loaded and used as often as needed. This helps assure fast, accurate job setup. As new types of jobs need to be added to the system, additional operating modes are created quickly and easily from a series of dialog boxes. No machine reprogramming is required.

Input Section Modules:

The input module feeds the primary document(s), also known as the “Control Document.” The control document will vary depending on the various applications being processed.

High-Capacity Cut Sheet Feeder Module

The High-Capacity Sheet Feeder is a continuous load modular input section that is a bottom, vacuum feed mechanism of the control document sheets. It singulates, feeds, and scans printed cut sheets. Per the RFQ requirement to feed sheets at 30,000 per hour, the proposed BlueCrest HPI solution will feed sheets at 36,000 per hour. If needed in the future, an optional sheet feed speed key could be purchased to increase the speed to 50,000 sheets per hour.

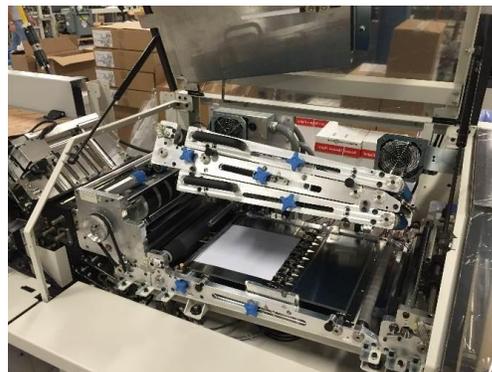
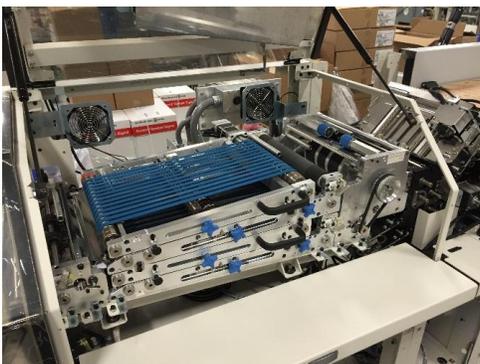


Input Scanner

The cut sheet feeder system will be configured with one (1) bottom mounted camera to read a1D or 2D Data Matrix bar code.

HPI Dual Accumulator:

The High Productivity Input (HPI) modules were designed to provide high volume mail inserting customers with automated setup features to deliver consistent, accurate results while less time is spent on job setup. There are no side guides in the HPI dual accumulator to provide tool-less adjustments to reduce downtime. Operators can quickly setup, store and recall jobs with the intuitive, top-down user interface while onscreen troubleshooting ensures system alerts are identified easily and resolved.



Folder Module With Automated Fold Plates

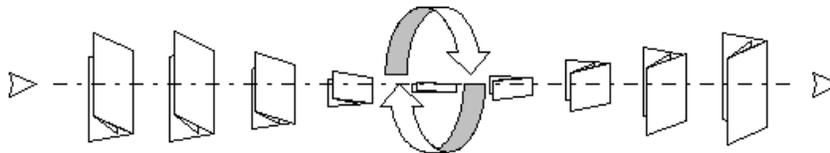
With our **Automated Fold Capability**, fold settings are established as part of the job setup parameters, eliminating the requirement to manually adjust or replace fold plates to accommodate different fold types. This HPI input section will be configured with a 6-roller folder which provides a wide range of fold capabilities including “C”, “Z”, and half-folds. The 6-roller folder provides you the flexibility of creating the proper fold depending on which panel the mailing address will appear.



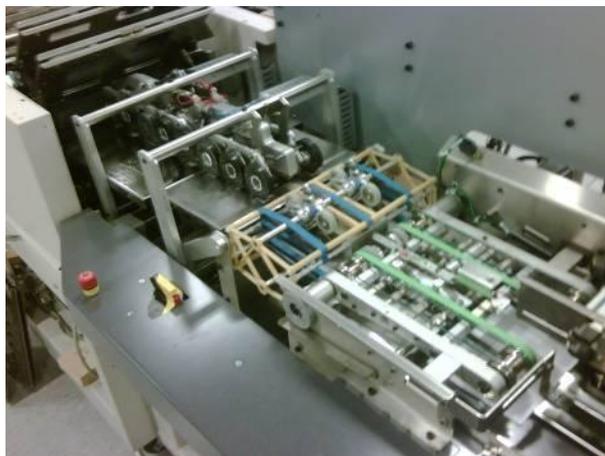
3 Stage Buffer

The buffer acts as an interface between the input and the chassis to improve processing performance by acting as a queue. The transport can hold up to three (3) sets, ready for the chassis. The requirement to process printed output sheets in a Z-to-A sequence would be met by the Twist No Twist (TnT) module shown in the picture below with blue belts.

The TnT module, when activated, twists the collated material 180 degrees. When not activated, the collation passes through the TnT. The setup is a job setup, and it is done through the Direct Connect operating system.



As noted with our Option #2 pricing for the proposed MSE inserter configuration, if printed output sheets can be provided with an A-to-Z sequence, the TnT module would not be needed.





6 STATION CHASSIS

The proposed configuration will consist of a 6-station chassis with four (6) friction feeders



FRICION FEEDERS

BlueCrest systems are designed to handle a wide range of insert types. With the “friction” feeder technology the MSE chassis can process the widest range of inserts available in the marketplace today.

Our feeders are designed to run with a maximum to minimum load by controlling the pack pressure at the separator mechanism. This results in the lower portion of the stack maintaining a consistent pressure against the separator regardless of stack height. Additionally, every feeder has its own control motor(s). This allows every feeder including the mailing envelope feeder, to make multiple attempts to feed marginal materials.

MSE Front Table

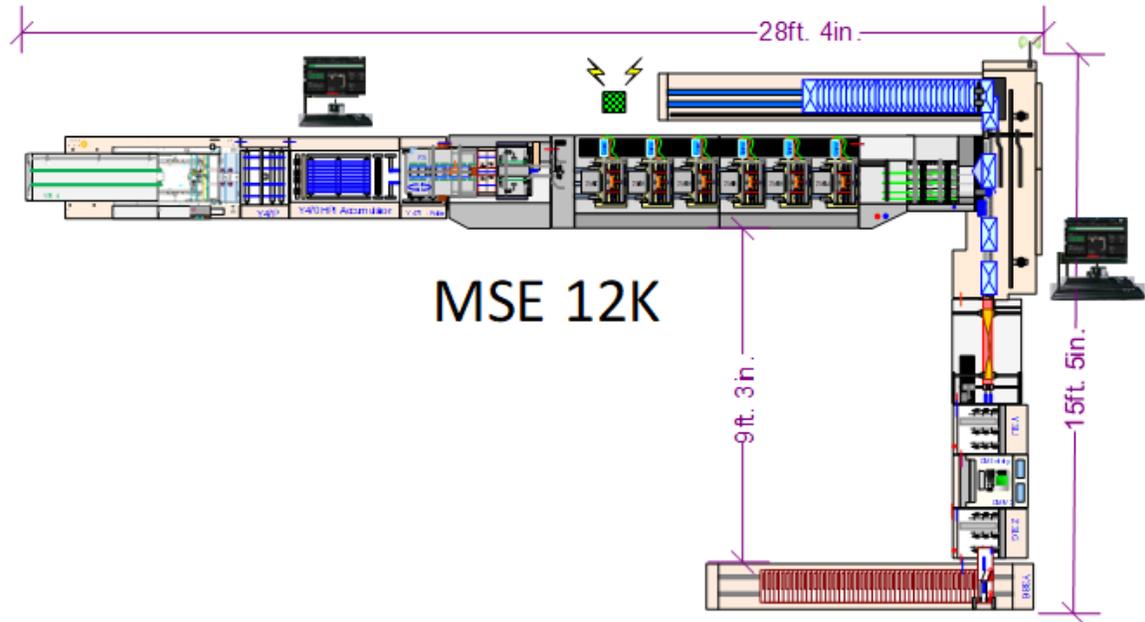
The Front Table comprises an infeed envelope conveyor, an envelope shuttle feeder, envelope open assist, and an envelope flap opener/closer.

The Front Table is a face down envelope table. It separates outer envelope, open the envelope flap, present envelopes open to the insertion engine and close the envelope flap.



- The infeed conveyor can stack up to 3,500 6x9 (C5) env and 3,500 #10 (C6/5) envelopes. Note: numbers are indicative and depends on multiple variables as well as how well the envelope is stacked
- Envelope infeed conveyor with continuous loading
- Servo Driven Face Down Front Table
- Bottom envelope feeder (shuttle feeder)
- Envelope open assist
- Envelope flap Sensor
- Ability to re-feed envelope not flapped
- A universal envelope servo front table capable of processing letter envelope and flat envelope as an option
- Transport envelopes with thickness up to 0.40" (10.2 mm)
- Photocell tracking throughout the entire front table

System Layout/Footprint:



Facility Requirements MSE Series Inserter:

The customer is required to supply all Facility Requirements as detailed in this section. DMT Service will validate that these requirements have been met in preparation for installation.

The system uses a NEMA 15-50P plug to connect to the customer supplied 3 phase power receptacle drop rated at 50amps. Earth connection is mandatory for safety. The inserter will come with a pigtail and male plug from the power disconnect to the drop location.

Peripheral/Auxiliary equipment (e.g. service tools, cleaning compressor, printer offline power, etc) requires additional receptacles at the installation site, 120 V, 60 Hz, 20A. Customer supplied main circuit breaker shall have surge protection rated for motor loads and typically at least 10 times the rated current of the machine (50 amps).

Inserter Electrical Requirements

Electrical Requirements						
QTY	Module	Voltage	Phase	Amps	Connection	Remarks
1	MSE Chassis	208-230	3	50	NEMA 15-50R Hubble 8450A	Dedicated Circuit. 4-wire (L1,L2,L3, Earth) 
1	Auxiliary Power	120	1	20	NEMA 5-20R	Have available at inserter  (4) Receptacles (Quad-plex)

System Operating Environment

- Room operating temperature range 50-80 °F (10 – 27 degrees °C)
- Humidity range 30% to 70% (15% to 80% max range) relative humidity non-condensing
- Ventilation room air turnover 3 times per hour
- Ambient illumination, direct sunlight should be avoided

Compressed Clean/Dry Air

- Supplied by inserter - 2CFM at 70PSI per machine
 - ¼" quick disconnect, 3/8" NPT female connection required if using shop air

Network (If required for DF Works or DC Verify Platforms)

- The customer will supply one Cat5/6 Ethernet connection with RJ45 termination for each system to facilitate connectivity to the DC Server for file based processing.



"Data To Delivery Solutions"

Rival Series

Inserting System Overview

STATE OF WV
OFT
High Speed Production Mail Inserting Machine
CRFQ 0231 OOT260000022



The Rival™ Productivity System delivers high performance capabilities in a small footprint design to help mail operations optimize the processing of letter and flat applications. Built on the best in class, proven BlueCrest Productivity Series mail finishing systems, this inserting solution provides a dependable, flexible, easy to use platform to meet your processing needs.

Rival Input

Specifically designed for the processing of variable page cut sheet letter inserting applications, this compact, robust input provides high value functionality for mailers to meet and exceed their business processing needs. This input is equipped with a continuous loading, high-capacity feeder able to process up to 30,000 sheets per hours maintaining high productivity levels for multiple page jobs. Vacuum separation provides additional flexibility to support the processing of varying material substrates and print technologies. All symbologies can be supported with our flexible input scanning capabilities. The four plate folder processes all standard folds (C, Z, Half & double) as well as No fold. And finally, the Two Stage Buffer optimizes the input processing speed ensuring maximum productivity for variable page collations.

Rival Productivity Chassis

With a robust design based on BlueCrest's high volume mail finishing platforms, the Rival Productivity Series reliably maintains the highest levels of productivity during peak processing periods. Proven servo technology eliminates multiple manual adjustments, increasing operator productivity and ensuring precise paper control to minimize jams and stoppages. A simple example of the benefits of this technology is the separation of the application assembly/collation function from the envelope insertion function. This means that when the completed application is ready to go into an envelope, if the actual envelope is faulty, the separate collation system holds the completed application until a new, acceptable envelope is brought forth.

Flexibility

The flexible inserting platform of the Rival Productivity Series will allow your operation to consolidate systems and increase capacity with letter and flats processing on the same system to keep mail in-house. Expand your mail services with the wide application range of the Rival's enclosure and envelope insertion designs. The systems modular, scalable platform allows you to optimize your investment to meet your current processing needs and easily add new capabilities as your needs change.

Maximum Throughput through Self-Optimization Capabilities

Your Rival™ inserter includes the technology needed to self-optimize to meet the needs of individual applications. Examples include:

- Self adjusts with a 'soft' insertion cycle at start up to reduce jams, then automatic acceleration to normal processing speeds
- System self-optimizes inserting speed for thick collations
- Self controls dynamic chassis speed to automatically adjust to the optimal insertion speed for each specific application, based on media and collation sizes

Dependable Results with Continuous Loading Enclosure Feeders

BlueCrest feeding technology allows you to process the widest range of inserts with servo-powered high-capacity feeders. Our friction insert feeders with gap separation will allow you to insert CDs, Z-folded, booklets, open ended leading inserts, credit cards and more. Each feeder includes a self-calibrating double detect feature that eliminates doubles in an envelope.

- Minimize jams and stoppages- optimizes material separation and synchronized placement of each enclosure
- Maximized performance-individual settings for each feeder
- Ease of job setup-increases operator efficiency
- Improve operator productivity with continuous loading, high capacity enclosure feeders

Inserter Control Technology with Top down User Interface

Your Rival™ Productivity Series Inserter will utilize Direct Connect to control the inserter and to provide real-time decision making about mail processing. Direct Connect PC-based control offers a number of features that are typically associated with high-end platforms:

- Interactive, automated application setup and job management
- Unified, integrated subsystem control and monitoring, with built-in diagnostics
- Multiple language support for operators

The information for processing different types of jobs is stored in the system as unique operating modes that can be simply loaded and used as often as needed. This helps assure fast, accurate job setup. As new types of jobs need to be added to the system, additional operating modes are created quickly and easily from a series of dialog boxes. No machine reprogramming is required. Direct Connect provides all of the fundamental integrity and flexibility features that have made Direct Connect one of the industry's leading inserter control systems by which all others are judged.

The Rival Series inserter consists of three main modules: the input section, the chassis section and the output section.



Input Section

Input Module (Sheet Feeder, Single Accumulator & Folder)

The sheet feeder, single accumulator and folder module is designed to process cut sheet printed documents. The system feeds 8.5 x 11 sheets at up to 30,000 per hour, with the ability to scan a control code that is printed on the documents to monitor the accuracy, integrity of the process. Rather than a friction feed/pick off, this system uses a vacuum feed pick off. This new vacuum feed feature is less prone to damaging the print by transferring toner to a following sheet or smudging the print on the page being fed.

There is a single accumulator that would gather sheets/documents in to sets before folding them as a combined set for processing. In addition, the input will have our standard 6-roller folder with a low capacity divert for mis-scans and other error handling situations.

Input Scanning

The system will be able to scan an OMR or 2D Camera Bar Code to facilitate integrity features of the solution.

Rival Series Chassis Section:

Chassis Material Handling

The Rival chassis will have the capability to process folded versions of 6 x 9 and #10 letter sized mail applications can be processed at up to 12,000 pieces per hour; however actual production rates would depend up the application requirements.

Insert Feeders

The system will be equipped with six (6) Servo controlled friction insert feeders that would add business reply envelopes, notices, etc. to the folded document sets prior to insertion in to the outside envelope. All feeders can be set to not feed, feed for each collation, and/or feed when selected as a data selectable feeder.

Output Section:

Outsort Divert Stacker

The proposed solution will be equipped with two (2) outsort stackers to accommodate operator ease to valid why a mail piece was outsorted based upon the error condition identified by the Direct Connect operating systems.

Permit Printing Base

The **Infinity Plus** is an inline printing solution for envelopes of varying thickness and dimensions. This solution allows for all types of **printing including permit indicia, dates, taglines, slogans, barcodes, and graphic options**. The system is capable of rapid printing while maintaining high quality and accuracy.

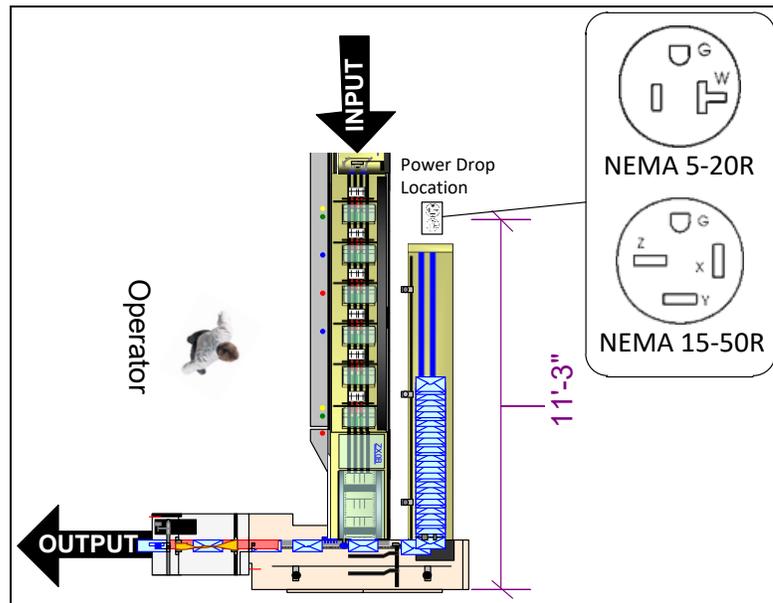


Electrical Requirements

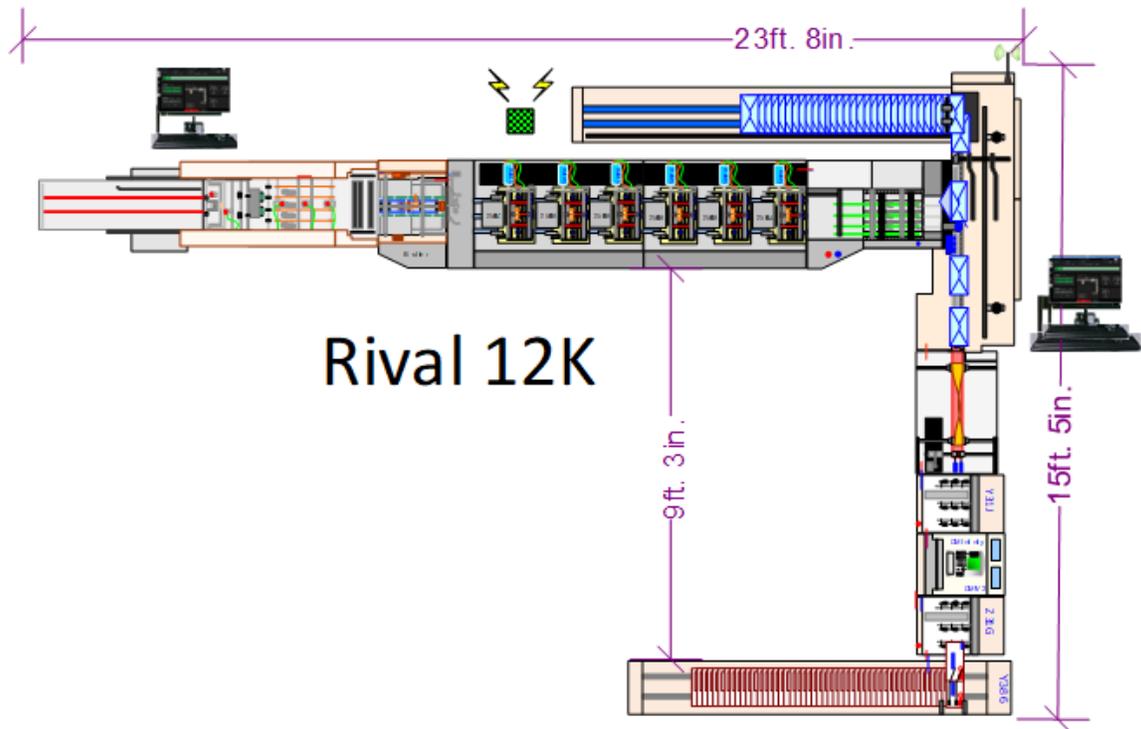
208VAC (+10% / -10%), Three Phase, 50 Amp 4 wire connection (L1, L2, L3, Earth) 60 Hz

Peripheral equipment requires additional receptacles at the installation site, 120 V, 60 Hz, 20A). Customer supplied main circuit breaker shall have surge protection rated for motor loads and typically at least 10 times the rated current of the machine (50 amps).

The customer is responsible to provide the necessary power receptacles at the machine location in accordance with local electrical regulations. The system uses a NEMA 15-50P plug to connect to the customer supplied 3 phase power receptacle drop rated at 50amps. Earth connection is mandatory for safety.



Rival Series Inserter Footprint Drawing





Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State of West Virginia
 Centralized Request for Quote
 Info Technology**

Proc Folder: 1916841			Reason for Modification: Addendum No 1 is issued to publish Questions and Answers
Doc Description: Addendum No 1 High Speed Production Mail Inserting Machine			
Proc Type: Central Contract - Fixed Amt			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-03-18	2026-03-19 13:30	CRFQ 0231 OOT260000022	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code:

Vendor Name : DMT Solutions Global Corporation, dba BlueCrest

Address : 37

Street : Excutive Dr.

City : Danbury

State : CT **Country :** USA **Zip :** 06810

Principal Contact : Doug Bernhardt

Vendor Contact Phone: (315) 359-0584 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Toby L Welch
 (304) 558-8802
 toby.l.welch@wv.gov

Vendor Signature X *Susan Jabrilsen* **FEIN#** 82-5520529 **DATE** 3/19/26

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Addendum No 1 is issued for the following reasons:

1) To publish vendor questions with the Agency Response

—no other changes—

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	High Speed Production Mail Inserting Machine	2.00000	EA Option 1	\$539,615	\$1,079,230
			Option 2	\$499,996	\$999,993
			Option 3	\$344,829	\$689,659

Comm Code	Manufacturer	Specification	Model #
44102100	DMT Solutions Global Corporation, dba BlueCrest	Option #1 & #2 Option #3	Model ZXOB Model ZXOV

Extended Description:

High Speed Production Mail Inserting Machine

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Maintenance and Support	2.00000	EA Option #1 & #2	\$53,075	\$106,150
	BlueCrest OnCall Service Support		Option #3	\$46,460	\$92,920

Comm Code	Manufacturer	Specification	Model #
81112201	DMT Solutions Global Corporation, dba BlueCrest	Option #1 & #2 Option #3	Model ZXOB Model ZXOV

Extended Description:

First year Maintenance and Support and renewal years 2-5 maintenance and support

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Installation and Delivery	1.00000	EA Option #1 & #2	\$38,631	\$77,262
			Option #3	\$34,831	\$69,662

Comm Code	Manufacturer	Specification	Model #
81112201	DMT Solutions Global Corporation, dba BlueCrest	Option #1 & #2	Model ZXOB
		Option #3	Model ZXOV

Extended Description:
First year Maintenance and Support and renewal years 2-5 maintenance and support

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Maintenance and Support Yr 4 Year 2	2.00000	EA Option #1 & #2	\$54,667	\$109,334
	BlueCrest OnCall Service Support		Option #3	\$47,853	\$95,706

Comm Code	Manufacturer	Specification	Model #
81112201	DMT Solutions Global Corporation, dba BlueCrest	Option #1 & #2	Model ZXOB
		Option #3	Model ZXOV

Extended Description:
First year Maintenance and Support and renewal years 2-5 maintenance and support Yr 4

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Maintenance and Support Yr 5 Year 3	2.00000	EA Option #1 & #2	\$56,307	\$112,614
	BlueCrest OnCall Service Support		Option #3	\$49,289	\$98,578

Comm Code	Manufacturer	Specification	Model #
81112201	DMT Solutions Global Corporation, dba BlueCrest	Option #1 & #2	Model ZXOB
		Option #3	Model ZXOV

Extended Description:
First year Maintenance and Support and renewal years 2-5 maintenance and support Yr 5

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Questions are due by 3:00 p.m.	2026-03-13

SOLICITATION NUMBER: CRFQ OOT2600000022

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

-] Modify bid opening date and time
- | Modify specifications of product or service being sought
- | Attachment of vendor questions and responses
- | Attachment of pre-bid sign-in sheet
- | Correction of error
- | Other

Description of Modification to Solicitation:

Addendum No 1 is issued for the following reasons:

- 1) To publish a copy of vendor questions with the agency's response.

---no other changes---

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

CRFQ OOT2600000022

High Speed Production Mail Inserting Machine

4.1.1.15 Must have high volume dual accumulator. Accumulator must be capable of handling 2 sets of collated documents simultaneously.

Question: Will you accept a high-speed single channel accumulator? This has been demonstrated to the State of WV and handles your applications acceptably. Quadient does not offer a dual channel accumulator so this bid spec will eliminate us from bidding.

A: yes, we can accept a single channel accumulator

4.1.1.31.6 Sheet feeder must be capable of bottom vacuum sheet feeding to accommodate Z-A or high to low sequence.

Question: This is older technology that Quadient does not use. Assuming that we can effectively feed paper (which we can), is there any reason why it has to be vacuum fed? Otherwise, you are blocking us from bidding with much better technology.

A: No

4.1.1.11 Must be able to read barcodes located anywhere on the page. Barcodes can be located anywhere on the page. Must be able to read barcodes that move on the page within a specific job. Barcodes are located on the right margin.

Question: Can we get an electronic print file or printed documents of this application were the barcode moves down the page for testing purposes prior to the installation. We are able to read such barcodes moving but want to 100% verify with your application.

A: Yes, we can provide you with an electronic file. However, the current Quadient inserter I have will not read the jobs where the barcodes move within the job.

4.1.1.12 Must have future ability to add 2D and 3D barcode scanning.

Question: There is no such thing as 3D barcode scanning with inserting systems. Please remove.

A: Can be removed. Only 2D is needed.

4.1.2.9 states, "Vendor must provide "on-call" Saturday & Sunday 8am-5pm and **4.1.2.10** states vendor must provide on-site service one (1) weekend each month, specifically, 2nd Friday weekend.

Question: Do the Mandatory Contract Item Requirements include the requirement for the vendor to be "on call/standby" every weekend or only one weekend per month, specifically, 2nd Friday weekend?

A: Vendor must provide on-site service on 2nd Friday weekend, once a service request is placed and standby all other weekends.

STREAMWEAVER PRINT JOB

DATE: March 17, 2026

ROUTING: BEP Mailroom

JOB Name: SWCOM011 - Combined Run

B14BT4-B14D1-B14R1-D122-D128-D127-D27A

ER9T-C127-C27A-EUC2-EU2B

FileMode = FILE BASE 4

JOB ID: 01510762

ACCOUNT:UI

----REPRINT READY-----

CoLoR-cOIOr-CoLoR

**WORKFORCE West Virginia
UNEMPLOYMENT COMPENSATION DIVISION**

NOTICE TO CLAIMANTS ATTENDING APPROVED TRAINING

**SOUTH BRANCH UC
151 ROBERT BYRD IND. PK. RD.
MOOREFIELD WV 26836**

XXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXX

DATE: 02/11/26

CLAIMANT ID: XXXXXXXXXXXXXXX



Our records indicate that you are attending an approved training course and are not required to look for work while receiving unemployment compensation benefits. To ensure your continuing entitlement to these benefits, our agency requires proof that you are still participating and maintaining an acceptable level of achievement in the training program. Please have a representative of the educational or vocational institution you are attending complete and sign this form.

I certify that the individual referenced above is:

still attending training

making satisfactory progress

not attending training

not making satisfactory progress

If the individual is no longer in training, or not making satisfactory progress, please give date last attended or reason for failure to maintain satisfactory progress.

Comments: _____



Signature, title, and telephone number of school representative

Date

This form is to be returned when you submit your next continued claim form. FAILURE TO HAVE THIS COMPLETED AND RETURNED TIMELY MAY RESULT IN DELAY OR DENIAL OF YOUR BENEFITS.

WORKFORCE West Virginia
MARTINSBURG UC
200 VIKING WAY
MARTINSBURG WV 25401

Notice of Telephone Eligibility Review Interview

XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Mail Date: 07/22/2024

304 336-0048

You have been selected to have an eligibility review by phone. Please call this office at 304-336-0048 on 08/05/2024 at 10:00 AM. Failure to respond as requested could result in a delay or denial of benefits.

Federal regulations require that we conduct this interview to:

- Assist you in your work search effort, and
- Determine your continuing eligibility for receipt of unemployment compensation.

0002-01
0001



**WORKFORCE West Virginia
UNEMPLOYMENT COMPENSATION DIVISION**

NOTICE TO CLAIMANTS ATTENDING APPROVED TRAINING

CHARLESTON WV
5707 MCCORKLE AVE., SE
CHARLESTON WV 25304

XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX

DATE: 10/12/25

CLAIMANT ID: XXXXXXXXXXXXX



Our records indicate that you are attending an approved training course and are not required to look for work while receiving unemployment compensation benefits. To ensure your continuing entitlement to these benefits, our agency requires proof that you are still participating and maintaining an acceptable level of achievement in the training program. Please have a representative of the educational or vocational institution you are attending complete and sign this form.

I certify that the individual referenced above is:

still attending training

making satisfactory progress

not attending training

not making satisfactory progress

If the individual is no longer in training, or not making satisfactory progress, please give date last attended or reason for failure to maintain satisfactory progress.

Comments: _____



Signature, title, and telephone number of school representative

Date

This form is to be returned when you submit your next continued claim form. FAILURE TO HAVE THIS COMPLETED AND RETURNED TIMELY MAY RESULT IN DELAY OR DENIAL OF YOUR BENEFITS.

CHARGES TO EMPLOYER'S EXPERIENCE RATING ACCOUNT

BENEFITS PAID TO THIS CLAIMANT WILL BE CHARGED TO YOUR EXPERIENCE RATING ACCOUNT BASED ON YOUR COMPANY'S PRO-RATED SHARE OF THE TOTAL INSURED EARNINGS IN THE BASE PERIOD, UNLESS YOU FILE AN ALLOWABLE PROTEST OF YOUR SHARE OF THE CHARGE IN THE MANNER SET OUT BELOW.

Chapter 21A, Article 5, Section 7(2) of the West Virginia Code provides that benefits paid to an individual are to be charged to the accounts of the employers in the base period. The amount of the charges will be based on each employer's pro-rated share of the total insured earnings in the base period. Fifty percent (50%) of the extended benefits paid to an individual is to be charged to the accounts of the employers in the same manner provided for the charging of regular benefits, except state and local government employers. **§21A-5-7(2) ALSO PROVIDES THAT NO BASE PERIOD EMPLOYER'S ACCOUNT SHALL BE CHARGED FOR BENEFITS IF THE INDIVIDUAL LEFT EMPLOYMENT FOR A DISQUALIFYING REASON AS SET FORTH IN §21A-6-3(1), VOLUNTARY QUIT, OR §21A-6-3(2), DISCHARGE FOR MISCONDUCT, IF SUCH BASE PERIOD EMPLOYER FURNISHES SEPARATION INFORMATION ESTABLISHING THE DISQUALIFYING REASON WITHIN FOURTEEN (14) DAYS FROM THE DATE OF NOTIFICATION OF THE CLAIM FILED.** Further, no contributory base period employer's experience rating account shall be charged for benefits paid under this chapter to an individual who has been continuously employed by the employer on a part-time basis, if the part-time employment continues while the individual is separated from other employment and is otherwise eligible for benefits.

Your account may be relieved from charges of benefits if the claimant listed on the face of this form has base period wages reported from you and the separation from your employment was for a reason other than lack of work. IF YOU HAVE REASON to believe benefits which may be paid to the claimant should not be charged to your account, you must submit separation information to the local office where the claim was filed. Your reply must be **postmarked** within fourteen (14) days from the date of this notice for your request to be considered. The separation information, if received timely, will be used for the purpose of consideration for relieving your account from the charges of benefits. **If you have received a prior notice of claim filed, no further request for relief from charges of benefits can be considered. IF YOU ARE EITHER THE LAST OR LAST THIRTY (30) DAY EMPLOYER, YOU WILL RECEIVE A REQUEST FOR SEPARATION INFORMATION (FORM WVUC-B-6A). THIS FORM MUST BE COMPLETED AND RETURNED WITHIN FOUR (4) DAYS FROM THE DATE OF RECEIPT.**

Effective July 1, 2012, an amendment added language that a contributory employer's account shall not be relieved of unemployment benefit charges if the department determines that an erroneous payment was made because the employer, or an agent of the employer, was at fault for failing to respond timely or adequately to the Agency's request for information relating to a claim for benefits; and, the employer or agent has established a pattern of failing to respond timely or adequately to such requests.

"Erroneous payment" means a payment that but for the failure of the employer or the employer's agent with respect to the claim for unemployment would not have been made. "Pattern of failing" means repeated documented failure on the part of the employer or the agent of the employer to respond as requested in this section, taking into consideration the number of instances of failure in relation to the total volume of requests by the agency to the employer or the employers agent as described in this section.

EMPLOYERS WHO ELECT TO MAKE PAYMENTS IN LIEU OF CONTRIBUTIONS

The noncharging provision does not apply to employers (Non-profit organizations and Governmental entities) who are allowed to elect to reimburse the state for benefits paid in lieu of contributions.

Each employer who is liable for payments in lieu of contributions shall pay to the commissioner for the fund the amount of regular benefits paid, plus the amount of the entire state share of extended benefits paid which are attributable to service in the employ of such employer. Governmental entities electing to make payments in lieu of contributions shall be financed in the same manner; except that for extended benefits, reimbursements shall be one hundred percent of the benefits paid. Chapter 21A, Article 5, Section 3a and 3b.

MONETARY DETERMINATION APPEAL RIGHTS

TO APPEAL THIS DETERMINATION: The claimant or the employer must appeal in writing, by mail or in person within eight (8) calendar days from the date the decision was made. Assistance in filing an appeal may be obtained in the local office. An appeal may be filed on a form available in the claims office or itinerant point or by sending a letter to the office where the claim was filed. The date of a request for appeal filed by mail is the postmark date.

If you think the base period wage transcript is incorrect, you may request a monetary redetermination through the local office where the claim was filed. If you disagree with the redetermination when it is made, tell the office where the claim was filed. The Deputy will issue a formal decision which you have a right to appeal.

WorkForce West Virginia Notice Regarding Income Tax Withholding, Debit Cards, and Personal Identification Numbers

00005-01
0001

XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

CLAIMANT ID: XXXXXXXXXXXXX

March 17, 2026



Tax Withholding

Unemployment benefits are subject to state and federal income tax. You can choose to have WorkForce WV withhold a portion of your gross weekly benefit amount for state income tax in the amount of 3% and federal income tax in the amount of 10%.

I choose to have state income tax in the amount of 3% and federal income tax in the amount of 10% deducted from my gross weekly benefit amount.

I do not want state or federal income tax deducted from my gross weekly benefit amount.

Each year, before January 31, WorkForce West Virginia will send you Form 1099-G, which shows the government payments you received to the last address WorkForce WV has on file for you. **It is important to inform your local office if your address changes, even if you stopped receiving benefits.**

Personal Identification Number

To access information about your unemployment claim, you'll need a four (4) digit Personal Identification Number (PIN).

Please choose a PIN and enter it in the spaces provided: _____

Payment Method Options

WorkForce WV offers two payment method options for receiving your unemployment benefits. You can either receive payments through the US Bank ReliaCard® or have them directly deposited into your bank account. Before making your choice, read all the information provided with this notice.

I choose to have my benefits paid by direct deposit. I understand that I need to go to uc.workforcewv.org and select, "To Update Your Payment Method" to enroll.

I choose to have my benefits paid by the ReliaCard®. I understand that I need to go to uc.workforcewv.org and select "To Update Your Payment Method" to enroll. I understand by selecting the ReliaCard as my method of payment that I will not be able to select to direct deposit for the remainder of my benefit year.

You have ten (10) business days from the date of this notice to choose a payment method; go to uc.workforcewv.org to enroll and submit this form to your local office. Any benefit payments that are paid out to you before you make a payment selection will be made via check and mailed to the last address WorkForce WV has on file for you. If you don't respond to this notice, you'll automatically receive the ReliaCard as your method of payment and you will be unable to switch to direct deposit for the remainder of your benefit year.

Signature _____ Date _____

THIS FORM MUST BE RETURNED TO YOUR LOCAL OFFICE

L.O.: MERCER COUNTY UC
195 DAVIS STREET SUITE 104
PRINCETON WV 24739-7416

WORKFORCE West Virginia
UNEMPLOYMENT COMPENSATION DEPUTY DECISION

CLAIMANT

BECKLEY UC

0010

LOCAL OFFICE

XXX XX XXXX 0

DATE AND TYPE OF CLAIM 02/15/2026 NC

DATE OF DECISION 03/12/2026

CLAIMANT NAME AND ADDRESS

EMPLOYER NAME AND ADDRESS

XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX

FACTS AND COMMENTS:

NEW CLAIM FILED 02/16/2026 , EFFECTIVE 02/15/2026 ESTABLISHED A SUBSEQUENT BENEFIT YEAR.

CLAIMANT IS ELIGIBLE AS OF 02/15/2026 BECAUSE AFTER FILING PREVIOUS CLAIM
ON 01/21/2025 , EFFECTIVE 01/19/2025 , HE/SHE EARNED AS MUCH
AS 8 X 420.00 , HIS/HER FORMER WEEKLY BENEFIT RATE, IN COVERED EMPLOYMENT.

CLAIMANT IS INELIGIBLE FROM UNTIL HE/SHE HAS MET THE REQUALIFICATIONS REQUIREMENT SET FORTH
IN ARTICLE 6, SECTION 1 OF THE WEST VIRGINIA UNEMPLOYMENT COMPENSATION LAW.

603554 THE LAST DAY ON WHICH AN APPEAL FROM THIS DECISION MAY BE FILED IS 03/20/20

APPEAL RIGHTS

The decision is final unless the claimant or the employer appeals in writing, by mail or in person, within eightcalendar days from the date the decision was made. Assistance in filing an appeal may be obtained in the office where a claim is filed. An appeal may be filed on a form available in the claims office or itinerant point, or by sending a letter to the office where the claim was filed. The date of a request for appeal filed by mail is the postmark date.

WEST VIRGINIA
UNEMPLOYMENT COMPENSATION LAW
ARTICLE 6, SECTION 1b

An individual filing a claim for benefits which, if otherwise valid, would establish a subsequent benefit year, in order to be eligible for benefits for such subsequent benefit year, must have returned to work and earned wages in covered employment after the beginning of his previous benefit year equal to or exceeding an amount eight times his weekly benefit rate amount established for the previous benefit year . . .

00006
00



WorkForce West Virginia

SIGNATURE OF DEPUTY

SW JOB DETAILS

DATE: March 17, 2026

JOB Name: SWCOM011 - Combined Run

B14BT4-B14D1-B14R1-D122-D128-D127-D27A

ER9T-C127-C27A-EUC2-EU2B

FileMode = FILEBASE 4

JOB ID: 01510762

MULTI PAGE

ACCOUNT:UI

CoLoR-cOIOr-CoLoR

Needs D128 Insert

-----REPRINT READY-----

Total Doc 6

Drop Doc 0

END OF

JOB Name: SWCOM011

JOB ID: 01510762

CRFQ OOT2600000022

High Speed Production Mail Inserting Machine

4.1.1.15 Must have high volume dual accumulator. Accumulator must be capable of handling 2 sets of collated documents simultaneously.

Question: Will you accept a high-speed single channel accumulator? This has been demonstrated to the State of WV and handles your applications acceptably. Quadient does not offer a dual channel accumulator so this bid spec will eliminate us from bidding.

A: yes, we can accept a single channel accumulator

4.1.1.31.6 Sheet feeder must be capable of bottom vacuum sheet feeding to accommodate Z-A or high to low sequence.

Question: This is older technology that Quadient does not use. Assuming that we can effectively feed paper (which we can), is there any reason why it has to be vacuum fed? Otherwise, you are blocking us from bidding with much better technology.

A: No

4.1.1.11 Must be able to read barcodes located anywhere on the page. Barcodes can be located anywhere on the page. Must be able to read barcodes that move on the page within a specific job. Barcodes are located on the right margin.

Question: Can we get an electronic print file or printed documents of this application were the barcode moves down the page for testing purposes prior to the installation. We are able to read such barcodes moving but want to 100% verify with your application.

A: Yes, we can provide you with an electronic file. However, the current Quadient inserter I have will not read the jobs where the barcodes move within the job.

4.1.1.12 Must have future ability to add 2D and 3D barcode scanning.

Question: There is no such thing as 3D barcode scanning with inserting systems. Please remove.

A: Can be removed. Only 2D is needed.

4.1.2.9 states, "Vendor must provide "on-call" Saturday & Sunday 8am-5pm and **4.1.2.10** states vendor must provide on-site service one (1) weekend each month, specifically, 2nd Friday weekend.

Question: Do the Mandatory Contract Item Requirements include the requirement for the vendor to be "on call/standby" every weekend or only one weekend per month, specifically, 2nd Friday weekend?

A: Vendor must provide on-site service on 2nd Friday weekend, once a service request is placed and standby all other weekends.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ OOT26*022

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

DMT Solutions Global Corporation, dba BlueCrest

Company



Authorized Signature

3/19/26

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Revised 6/8/2012



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Centralized Request for Quote
 Info Technology

Proc Folder: 1916841			Reason for Modification:
Doc Description: High Speed Production Mail Inserting Machine			
Proc Type: Central Contract - Fixed Amt			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-03-05	2026-03-19 13:30	CRFQ 0231 OOT2600000022	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code:

Vendor Name : DMT Solutions Global Corporation, dba BlueCrest

Address : 37
Street : Excutive Dr.
City : Danbury
State : CT **Country :** USA **Zip :** 06810

Principal Contact : Doug Bernhardt

Vendor Contact Phone: (315) 359-0584 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Toby L Welch
 (304) 558-8802
 toby.l.welch@wv.gov

Vendor Signature X *Susan Jabrilsen* **FEIN#** 82-5520529 **DATE** 3/19/26

All offers subject to all terms and conditions contained in this solicitation

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Installation and Delivery	1.00000	EA Option #1 & #2	\$38,631	\$77,262
			Option #3	\$34,831	\$69,662

Comm Code	Manufacturer	Specification	Model #
81112201	DMT Solutions Global Corporation, dba BlueCrest	Option #1 & #2	Model ZXOB
		Option #3	Model ZXOV

Extended Description:
First year Maintenance and Support and renewal years 2-5 maintenance and support

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Maintenance and Support Yr 4 Year 2	2.00000	EA Option #1 & #2	\$54,667	\$109,334
	BlueCrest OnCall Service Support		Option #3	\$47,853	\$95,706

Comm Code	Manufacturer	Specification	Model #
81112201	DMT Solutions Global Corporation, dba BlueCrest	Option #1 & #2	Model ZXOB
		Option #3	Model ZXOV

Extended Description:
First year Maintenance and Support and renewal years 2-5 maintenance and support Yr 4

	Document Phase	Document Description	Page
OOT2600000022	Draft	High Speed Production Mail Inserting Machine	5

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions **must be submitted on or before the date listed below and to the address listed below to be considered.** A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Submitted emails should have the solicitation number in the subject line. Question

Submission Deadline: Friday March 13, 2026 @ 3:00 p.m.

Submit Questions to: Toby L Welch
2019 Washington Street, East Charleston, WV 25305
Fax: (304) 558-3970
Email: Toby.L.Welch@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids or modification of bids via email.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. **ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand **shall** clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items **may** be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6.2, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

12. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor **must** be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

13. **UNIT PRICE:** Unit prices **shall** prevail in cases of a discrepancy in the Vendor's bid.

14. **PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

20. **WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

21. **EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor *wvOASIS* or the Purchasing Division's website to determine when a contract has been awarded.

22. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that **shall** form the basis of a contractual agreement. **Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid.** Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of Three (3) Years. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Two (2) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

One-Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

Construction: This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Susan Gabrielsen, SVP Sales North America

(Address) 37 Executive Drive
Danbury, CT 06810

(Phone Number) / (Fax Number) 914-262-3456

(email address) susan.gabrielsen@bluecrestinc.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

DMT Solutions Global Corporation, dba BlueCrest

(Company) Susan Gabrielsen

(Signature of Authorized Representative) Susan Gabrielsen, SVP Sales North America 3/19/2026

(Printed Name and Title of Authorized Representative) (Date) 914-262-3456

(Phone Number) (Fax Number) susan.gabrielsen@bluecrestinc.com

(Email Address)

REQUEST FOR QUOTATION
High-Speed Production Mail Inserting Machine (OT260033)

3.4 “OMR” means optical mark recognition.

3.5 “MSE” means mailstream evolution.

3.6 “HPI” means high productivity input.

3.7 “USPS” means United States Postal Service.

3.8 “IMI” means Intelligent Mail Indicia.

4 GENERAL REQUIREMENTS:

4.1 Mandatory Contract Item Requirements: Contract Items must meet or exceed the mandatory requirements listed below.

4.1.1 Contract Item #1: Two (2) High-Speed Production Console Mail Inserting Machines

- 4.1.1.1 Vendor must provide new equipment. Remanufactured or warranted-as-new equipment will not be accepted.
- 4.1.1.2 Vendor must provide a programmable, software-controlled, console inserting system.
- 4.1.1.3 Must be compatible with agency-owned Pitney Bowes Business Manager accounting software and Ricoh Process Director workflow software.
- 4.1.1.4 Vendor must provide all necessary software and hardware required to operate the system. The following items will include but not limited to windows/operating software, server, monitor, printers, mouse, keyboard, scanner, document feeders, and document carts.
- 4.1.1.5 Must provide the system data for billing, including operator ID, cost center, piece count, postage used, date, time, machine ID, rate class and special fee codes.
- 4.1.1.6 Must provide formatted reports of jobs run.
- 4.1.1.7 Must provide details by agency to Pitney Bowes Business Manager Postage accounting software. Details must include but not limited to agency, date, piece count, total postage used.
- 4.1.1.8 Must process both file-based and direct connect print jobs and be configured to do so seamlessly.
- 4.1.1.9 Must include unlimited job storage for all current and future job requirements.
- 4.1.1.10 Must process current jobs, including scan jobs with 2 of 5 interleaved barcode, and counted page sets. Scan jobs may be controlling number of pages per set and/or selective added inserts.

REQUEST FOR QUOTATION
High-Speed Production Mail Inserting Machine (OT260033)

- 4.1.1.29** Must have a Graphical User Interface (GUI) with on screen help and troubleshooting.
- 4.1.1.30** The vendor must provide a turn-key emergency backup for the hardware and software solution. This is a backup procedure that can be implemented quickly and consists of a copy of but not limited to the Agency's profiles, specific job settings, and job modes. The emergency back-up will be updated annually and stored on an onsite Agency-owned external hard drive.
- 4.1.1.31** Must include a High Productivity Input Cut-Sheet Feeder
 - 4.1.1.31.1** Vendor must provide new equipment. Remanufactured or warranted-as-new equipment will not be accepted.
 - 4.1.1.31.2** Sheet feeder must be configured for high-speed production console mail inserting machine within this solicitation.
 - 4.1.1.31.3** Sheet feeder must be continuous loading.
 - 4.1.1.31.4** Sheet feeder must convey and separate cut-sheet material to a minimum of 30,000 sheets per hour.
 - 4.1.1.31.5** Sheet feeder must have a page separator and double detector.
 - 4.1.1.31.6** Sheet feeder must be capable of bottom vacuum sheet feeding to accommodate Z-A or high to low sequence.
 - 4.1.1.31.7** Sheet feeder must have a minimum of 2500 sheet capacity.
- 4.1.1.32** Must include a postage solution for capturing information for billing purposes.
 - 4.1.1.32.1** Postage solution must provide details by agency to Pitney Bowes Business Manager Postage accounting software. Details must include but not limited to agency, date, piece count, total postage used.
 - 4.1.1.32.2** Postage solution must meet all USPS requirements including but not limited to IMI compliant standards.
 - 4.1.1.32.3** Postage solution must be able to refillable by phone and/or electronically from a reserve postage account.
 - 4.1.1.32.4** Any cost or subscriptions for Postage Solution must be included with the bid.

4.1.2 Contract Item #2: Maintenance & Support

- 4.1.2.1** The Vendor must include maintenance and support for a period of three (3) years with the initial bid pricing. The renewal of maintenance

REQUEST FOR QUOTATION
High-Speed Production Mail Inserting Machine (OT260033)

- 4.1.2.10** Vendor must provide on-site service one (1) weekend each month, specifically, 2nd Friday weekend. The Vendor must be on 'standby' during this time, onsite service will be requested by the State, and the Vendor must provide the service as needed.
- 4.1.2.11** Vendor must place a call-back to the customer site within 30 minutes after being notified of a problem, to provide an estimated time of arrival (ETA). The ETA at the customer's site must be within two (2) hours of the initial call.
- 4.1.2.12** Maintenance and support shall begin after the inserter is accepted and working and fully functional. The State will issue an official Change Order to memorialize and incorporate the maintenance dates into the contract.
- 4.1.3 Contract Item #3: Maintenance and Support Year 4**
 - 4.1.3.1** Same as 4.1.2 Contract Item #2
- 4.1.4 Contract Item #4: Maintenance and Support Year 5**
 - 4.1.4.1** Same as 4.1.2 Contract Item #2
- 4.1.5 Contract Item #5: Installation and Delivery**
 - 4.1.5.1** The vendor must deliver and install the console inserter at the agency's site: Building 6, Room B148 Kanawha Blvd E, Charleston WV 25305
 - 4.1.5.2** Vendor must include on-site training for up to five (5) employees. This will require two (2) shifts: dayshift (7:00 am -5:00 pm) and afternoon shift (11:00 am-7:00 pm).
 - 4.1.5.3** Vendor must provide an electronic copy of user manual and operating instructions.
 - 4.1.5.4** Vendor should include in its bid, but must provide upon request, a schematic of the proposed equipment showing the dimensions, arrangement and required access space surrounding the equipment. Schematics -must also indicate requirements and placement of electrical circuits. Agency will supply and install all electrical circuits required.
 - 4.1.5.5** Following issuance of the purchase order, Vendor and agency shall meet mutually agreed time and place to develop a schedule for delivery, installation, testing and training. Delivery and installation must occur by June 30, 2026 or within 60 calendar days after the issuance of the purchase order.
 - 4.1.5.6** Cost of shipping, installation, and training must be included in the bid price.

5 CONTRACT AWARD:

REQUEST FOR QUOTATION
High-Speed Production Mail Inserting Machine (OT260033)

for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse the Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive full credit or refund for the purchase price, at the Agency's discretion.

- 7.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

8 VENDOR DEFAULT:

- 8.1** The following shall be considered a vendor default under this Contract.

- 8.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 8.1.2** Failure to comply with other specifications and requirements contained herein.
- 8.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 8.1.4** Failure to remedy deficient performance upon request.

- 8.2** The following remedies shall be available to the Agency upon default.

- 8.2.1** Immediate cancellation of the Contract.
- 8.2.2** Immediate cancellation of one or more release orders issued under this Contract.
- 8.2.3** Any other remedies available in law or equity.



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Centralized Request for Quote
 Info Technology

Proc Folder: 1916841			Reason for Modification:
Doc Description: High Speed Production Mail Inserting Machine			
Proc Type: Central Contract - Fixed Amt			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-03-05	2026-03-19 13:30	CRFQ 0231 OOT2600000022	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code:

Vendor Name : DMT Solutions Global Corporation, dba BlueCrest

Address : 37

Street : Excutive Dr.

City : Danbury

State : CT

Country : USA

Zip : 06810

Principal Contact : Doug Bernhardt

Vendor Contact Phone: (315) 359-0584

Extension:

Vendor Signature X *Susan Jabrilsen*

FEIN# 82-5520529

DATE 3/19/26

All offers subject to all terms and conditions contained in this solicitation

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Installation and Delivery	1.00000	EA Option #1 & #2	\$38,631	\$77,262
			Option #3	\$34,831	\$69,662

Comm Code	Manufacturer	Specification	Model #
81112201	DMT Solutions Global Corporation, dba BlueCrest	Option #1 & #2 Option #3	Model ZXOB Model ZXOV

Extended Description:

First year Maintenance and Support and renewal years 2-5 maintenance and support

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Maintenance and Support Yr 4 Year 2	2.00000	EA Option #1 & #2	\$54,667	\$109,334
	BlueCrest OnCall Service Support		Option #3	\$47,853	\$95,706

Comm Code	Manufacturer	Specification	Model #
81112201	DMT Solutions Global Corporation, dba BlueCrest	Option #1 & #2 Option #3	Model ZXOB Model ZXOV

Extended Description:

First year Maintenance and Support and renewal years 2-5 maintenance and support Yr 4

	Document Phase	Document Description	Page
OOT260000022	Final	High Speed Production Mail Inserting Machine	5

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

APPLICATION SOFTWARE & MAINTENANCE SERVICES									
Qty	Licensed Product	BlueCrest Software	Production License / Non-Production License	License Term (Start Date, End Date, and Duration)	Number of [Users] [Transactions] [Customers (if Service Provider)]	License Fee Perpetual /Annual Term	Annual Maintenance Fee (if applicable)	On Premise or SaaS	Aggregate Fees
Installation Site and Requested Install Date:			Special Billing Requirements:			Total Net Application Software & Maintenance Services Fees (Excluding Tax)			

APPLICATION SOFTWARE & MAINTENANCE PAYMENT TERMS

The Total Net Application Software & Maintenance Services Fees set forth on this Order shall be due and payable in accordance with the Agreement (as defined below) .

PROFESSIONAL SERVICES				
Description	Billing Schedule			Estimated Fees
	Fixed Fee	Retainer	Time & Materials	
		Hours: _____ ; Hourly Rate: _____ Days: _____ ; Daily Rate: _____	Minimum Hours: _____ Hourly Rate: _____ Daily Rate: _____	
		Hours: _____ ; Hourly Rate: _____ Days: _____ ; Daily Rate: _____	Minimum Hours: _____ Hourly Rate: _____ Daily Rate: _____	
Estimated Travel Expenses				
Termination Date (if any):			Total Estimated Professional Services Fees (Excluding Tax)	

PROFESSIONAL SERVICES PAYMENT TERMS

All Professional Services Fees shall be due and payable in accordance with the Agreement (as defined below).

APPROVAL		
TAX EXEMPT CERTIFICATE Applicable <input type="checkbox"/> Not Applicable <input type="checkbox"/> If applicable, certificate must be attached to this Order.	PURCHASE ORDER REQUIREMENT Required <input type="checkbox"/> Not Required <input type="checkbox"/> If a Purchase Order is required, it must be attached to this Order.	PAYMENT TERMS ACKNOWLEDGEMENT (Authorized Client employee must confirm payment terms by initialing box) <div style="border: 1px solid black; width: 80px; height: 30px; margin: 0 auto;"></div>

The Client hereby acknowledges and agrees that this Order is subject to, incorporated with, and governed by (i) the State of West Virginia Centralized Request for Quote Info Technology, Solicitation No. CRFQ 0231 OOT2600000022 (the "WV RFQ"), (ii) the State of West Virginia General Terms and Conditions (Revised 8/24/2023) (the "WV GTC"), (iii) the BlueCrest Terms and Provisions with respect Equipment, Maintenance, Application Software, and Professional Services (attached as Exhibit A hereto, the "BlueCrest Terms") and (iv) if applicable, a Statement of Work (attached as Exhibit B hereto, the "SoW", and collectively with the Order, the WV RFQ, the WV GTC, and the BlueCrest Terms, the "Agreement"). The Client further acknowledges and agrees that any terms appearing on Client's purchase order or other Client form(s) shall be void and of no force or effect.

DMT SOLUTIONS GLOBAL CORPORATION d/b/a BlueCrest ("BlueCrest") By: _____ Name: _____ Title: _____ Date: _____	STATE OF WEST VIRGINIA (the "Client") By: _____ Name: _____ Title: _____ Date: _____
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EXHIBIT A

BlueCrest Terms and Provisions

These BlueCrest Terms and Provisions (including but not limited to any applicable Statements of Work and/or Exhibits) apply to the transaction between you and BlueCrest set forth on the BlueCrest Equipment, Maintenance, Application Software & Professional Services Order Form to which these BlueCrest Terms and Provisions are appended. Please read these terms and provisions carefully as they govern your agreement with BlueCrest.

1. **Definitions.** Capitalized terms have the meanings set out or referred to in this Section 1.

“Agreement” means the Order, the WV RFQ, the WV GTC, the BlueCrest Terms, and, as applicable, the SoW.

“Application Software” means the BlueCrest on-premise application software identified on the Order.

“Application Software Maintenance Services” means the Application Software maintenance services identified on the Order and more specifically set forth in Section 5(e) of this Agreement

“BlueCrest” means DMT Solutions Global Corporation, a Delaware corporation doing business as BlueCrest.

“BlueCrest Terms” means these BlueCrest Terms and Provisions.

“Computer” means the server or computer identified in the Order on which Application Software is authorized to be installed and used. If no specific computer is identified in the Order, then Computer will be any single physical server.

“Deliverable(s)” means any computer software, written documentation, reports, or materials developed by BlueCrest for Client pursuant to Section 6 hereof and the SoW.

“Documentation” means the current technical and user guides for Application Software. Documentation may be modified from time-to-time to incorporate Enhancements.

“Embedded Software” means any firmware and software embedded in the Equipment.

“Enhancements” means any updates, upgrades, modifications, new releases, and corrective programming to the Application Software.

“Equipment” means the equipment identified on the Order.

“Equipment Maintenance Services” means the on-call or on-site Equipment maintenance services identified on the Order and more specifically set forth in the WV GTC and as supplemented by Section 4 of these the BlueCrest Terms.

“Installation” means the date Equipment sold under this Agreement is installed by BlueCrest and ready for production use.

“Installation Site” means the facility at which the Equipment is to be installed.

“Intellectual Property” means any of the following: (i) patents and patent applications, utility models and applications for utility models, together with all reissuances, continuations, continuations-in-part, divisionals, revisions, extensions, and reexaminations thereof; (ii) registered and unregistered trademarks, service marks, trade dress, trade names, slogans, pending trademark and service mark applications, together with all goodwill associated therewith; (iii) original works of authorship in copyrightable subject matter in published and unpublished works of authorship (including computer programs and software, or other registered and unregistered copyrights and applications for registration of copyright, moral rights and waivers and consents not to enforce such moral rights); (iv) software, (including statements in human readable form such as comments and definitions, which are generally formed and organized according to the syntax of a computer or programmable logic programming language, and such statements in batch or scripting languages), together with any and all text, diagrams, graphs, charts, flow-charts, and other information that describe the foregoing, firmware and microcode, and implementations, whether in source code or

object code format, (v) trade secrets, (vi) any derivatives, modifications, improvements, enhancements, substitutions, or extensions of any of the foregoing, whenever developed, created, authored, conceived, reduced to practice or acquired, and (vii) any and all suggestions, feedback, recommendations and other comments with respect to any of the foregoing, whenever provided, delivered or otherwise conveyed.

“Intellectual Property Rights” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any Intellectual Property or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

“Order” means the BlueCrest Equipment, Maintenance, Application Software & Professional Services Order Form to which these BlueCrest Terms are attached.

“Outage” means a complete cessation of the Equipment’s ability to perform its prescribed applications due to software, hardware, or mechanical failure.

“Party” means BlueCrest or Client, as applicable, and “Parties” means BlueCrest and Client.

“Professional Services” means the professional services to be performed by BlueCrest as described in the Order, a SoW, and Section 6 of this Agreement.

“SoW” means, if applicable, the Statement of Work executed in connection with the Order which may define, among other things, the project plan, the system(s) configuration, the facility requirements, and acceptance criteria (if any).

“Transaction” means a record or user query that is submitted to Application Software.

“User” means an individual authorized by Client to use the Application Software in accordance with this Agreement regardless of whether the individual is actively using the on-premise Application Software at any given time.

“Warranty Period” means the one (1) year period following initial delivery and, if installed by BlueCrest, installation of the Equipment and/or Application Software, as applicable.

2. **Fees; Late Fees; & Suspension.**

a) *Equipment, Equipment Maintenance Services, Application Software & Professional Services Fees.* Client will pay the fees for any Equipment, Equipment Maintenance Services, Application Software and Professional Services identified on the Order (and any applicable taxes) as specified in the WV GTC. Any deficiency in a BlueCrest invoice, including but not limited to any error or the omission of any required or requested information, shall not suspend, change, or otherwise affect in any manner the payment due date for such invoice set forth in the WV GTC.

b) *Suspension of Services.* BlueCrest reserves the right to suspend any services during any period in which the Client’s undisputed account under this or any other agreement with BlueCrest (including any other division or affiliate of BlueCrest) is more than thirty (30) days past due.

3. **Equipment.**

a) *Delivery; Installation; Risk of Loss; Returns.*

(i) *Delivery.* Client will pay all costs for transporting the Equipment from BlueCrest’s facility to the location designated in the Order. BlueCrest will make commercially reasonable efforts to deliver the Equipment on the delivery date in the Order, but cannot guarantee a specific delivery date. Upon delivery of the Equipment, Client shall execute and email to BlueCrest at AR-Remittance@bluecrestinc.com the Delivery Receipt Certificate attached hereto as Schedule 1.

(ii) *Installation.* Client must provide a suitable power source, access, and space for installation according to BlueCrest’s specifications. Client shall provide BlueCrest reasonable advance notice of any site

problems.

(iii) *Title; Risk of Loss.* Title to the Equipment and risk of loss to the Equipment will pass to Client upon delivery of the Equipment to the Installation Site unless Client directs BlueCrest to deliver the equipment to a holding site or an intermediary site in which case title to the Equipment and risk of loss to the Equipment will pass to Client upon delivery of the Equipment to such holding site or intermediary site.

(iv) *Returns.* Unless the Equipment fails to conform to the express warranties set forth herein and BlueCrest is unable to remedy such failures within a commercially reasonable period of time, the Equipment will not be returned to BlueCrest.

b) *Equipment Warranty Exclusions.* BlueCrest does not assume a warranty obligation for consumable parts or supplies such as print heads and ink or for parts worn out due to extraordinary use of the Equipment or use inconsistent with manufacturer's specifications. This Equipment warranty excludes: (i) preventative maintenance, routine service, and normal wear and tear; (ii) Equipment serviced, repaired, or refurbished by persons not certified by BlueCrest to perform such service and repair; (iii) damage to the Equipment caused by use of spare parts or supplies not supplied by BlueCrest; (iv) damage to Equipment caused by not using the procedures authorized by BlueCrest; or (v) damage caused by integrating Equipment with products or processing equipment of companies other than BlueCrest or its wholly-owned subsidiaries. For this Equipment warranty to be valid, Client must (A) operate the Equipment in accordance with BlueCrest's specifications including, without limitation, under suitable temperature, humidity, line voltage, and any other BlueCrest specified environmental conditions, (B) use reasonable care in handling, operating, and maintaining the Equipment, (C) use the Equipment only for the purpose for which it was designed, and (D) use materials such as paper, insert, and envelopes that meet BlueCrest machine specifications.

c) *Third Party Equipment.* BlueCrest makes no warranty of any kind as to Equipment sold hereunder that is manufactured by a third party. BlueCrest agrees to pass through to Client all third-party warranties it receives on such Equipment to the extent such warranties are transferable.

d) *Embedded Software License Terms.*

(i) BlueCrest grants to Client a non-exclusive, non-transferable, non-assignable, limited license to execute and use the Embedded Software solely on the Equipment for Client's business operations and solely in accordance with the applicable operating manuals, instructions, or documentation for the Equipment, which Client agrees to review prior to using the Equipment. The Embedded Software may only be used on the Equipment in which it was initially installed. Client agrees that Client will not assign, sublicense, transfer, pledge, lease, rent, or share its rights under this license without BlueCrest's prior written consent.

(ii) The license rights granted to Client are subject to the following restrictions: (A) Client shall not, and shall ensure that no third party shall, (1) reproduce, modify, make derivative works of, translate, adapt, disassemble, reverse compile or reverse engineer any part of the Embedded Software, nor attempt to create the source code from the object code for the Embedded Software; or (2) rent, lease, distribute, host, publish, disclose, or otherwise commercially exploit the Embedded Software or make the Embedded Software available to any third party other than as expressly permitted in this Agreement; (B) except as expressly stated herein, no part of the Embedded Software may be transmitted in any form or by any means, including electronic, mechanical, photocopying, recording or via a hacking device or other means; provided, Client shall be permitted to receive updates to the Embedded Software authorized by BlueCrest; and (C) any future release, update, or other addition to functionality of the Embedded Software shall be subject to the terms of this license, unless BlueCrest states otherwise in a signed writing by its authorized representative. BlueCrest is not obligated to provide any services (including any updates or upgrades to the Embedded Software) under this license. Client shall preserve all copyright and other proprietary rights notices in the Embedded Software. Client acknowledges and agrees that the Embedded Software is proprietary to BlueCrest, or its licensors, and is protected under copyright law, trade secret law, and laws governing confidential information. Client shall maintain the confidentiality of the Embedded Software regardless of whether the Embedded Software is labeled or marked with any proprietary legend or notice that indicates its confidential nature.

(iii) The copyrights for certain portions of the Embedded Software may contain third party software which requires notices and/or additional terms and conditions. Such required third party software notices and/or

additional terms and conditions are located on a display, online, or elsewhere and are made a part of and incorporated by reference into this license. By executing the Order, Client is also accepting such additional terms and conditions, if any, set forth therein. Certain items of independent, third-party code may be included in the Embedded Software that may be subject to certain open source licenses (“Open Source Software”). Such Open Source Software is licensed under the terms of the license that accompanies such Open Source Software. Nothing in this license limits Client’s rights under, or grants Client rights that supersede, the terms and conditions of any applicable end user license for such Open Source Software.

(iv) BlueCrest, and its licensors, retain all right, title, and interest, including all Intellectual Property Rights, in and to the Embedded Software (including any and all copies thereof) and any and all modifications, updates, enhancements and/or suggestions with respect thereto. Any rights not expressly granted by BlueCrest in the Agreement are reserved. Client acknowledges that it acquires no ownership interest in the Embedded Software. No implied licenses in the Embedded Software are granted by BlueCrest.

(v) BlueCrest warrants that it is the owner of the Embedded Software and all intellectual property rights therein, or otherwise has the right to grant the right to use the Embedded Software as contemplated herein; provided that the sole obligation and exclusive remedy for any breach of the foregoing warranty shall be as set forth below (the “Embedded Software Warranty”). BlueCrest does not warrant that Client’s use of such Embedded Software will be error-free or uninterrupted, or that every error will be corrected. As BlueCrest’s sole obligation, and Client’s exclusive remedy for breach of the Embedded Software Warranty, BlueCrest will, at BlueCrest’s option, procure for Client the right to continue using the Embedded Software or replace or modify the infringing component of the Embedded Software so that it becomes non-infringing. Notwithstanding anything in this Agreement to the contrary, BlueCrest will have no responsibility or liability of any kind, whether for breach of warranty or otherwise arising or resulting from: (A) any use of such Embedded Software other than in accordance with this license; (B) any modification of such Embedded Software by anyone other than BlueCrest or contractors authorized in writing by BlueCrest; (C) any such Embedded Software rendered defective or non-conforming, in whole or in part, due to: (1) neglect, misuse, electrical or electromagnetic stress, accident, fire or other hazard, (2) improper testing, handling, storage, transportation, operation, interconnection, or installation by anyone other than BlueCrest or contractors authorized in writing by BlueCrest, or (3) any other cause beyond the range of normal use of such Embedded Software.

(vi) BLUECREST DOES NOT WARRANT THAT USE OF THE EMBEDDED SOFTWARE WILL BE UNINTERRUPTED, OR ERROR-FREE.

(vii) BlueCrest may terminate this license upon written notice of termination provided to Client in the event Client violates any material term of this license and fails to cure such breach within thirty (30) days of written notice thereof.

4. **Equipment Maintenance Services.** Equipment Maintenance Services are subject to the following terms and conditions:

a) *Equipment Support.*

(i) Equipment Maintenance Services activities will include reasonable remedial maintenance and preventative maintenance necessitated by normal usage. BlueCrest shall perform the Equipment Maintenance Services using trained and qualified Client Service Representatives ("CSRs") and such maintenance services shall be performed in a good and workmanlike manner.

(ii) Remedial maintenance will include replacement of parts, excluding consumable parts. Parts provided hereunder shall be new or equivalent to new including refurbished parts.

(iii) Preventative maintenance will consist of inspecting, cleaning and periodically lubricating various components as well as replacing any worn parts. BlueCrest shall inform Client of the timing and nature of preventative maintenance required and BlueCrest and Client shall mutually agree on the scheduled time for CSRs to perform the preventative maintenance. BlueCrest shall use commercially reasonable efforts to conduct preventative maintenance as scheduled. Client shall make the Products reasonably available to BlueCrest for preventative maintenance.

(iv) Notwithstanding anything in the Agreement to the contrary, BlueCrest will not be responsible: (A) for maintaining any Equipment that Client has failed to operate under suitable temperature, humidity, line voltage, or any specified environmental conditions; (B) if reasonable care is not used in handling, operating, and maintaining the Equipment; (C) if Equipment is not used in accordance with the agreed applications and for the ordinary purpose for which it is designed; (D) if the inability of Equipment to perform is due to any act or failure to act on the part of Client, including without limitation, any alteration of or adding components to Equipment; (E) unqualified operators' use of Equipment; (F) use of Equipment in a manner not intended; (G) use of Equipment to process applications not previously approved in writing by BlueCrest; or (H) use of damaged materials, such as paper or envelopes. If BlueCrest performs any repairs or maintenance as a result of any of the foregoing, the Client shall pay BlueCrest at BlueCrest's normal rates in effect at such time. Client shall promptly notify BlueCrest of any unauthorized alteration of or addition to Equipment that occurred after Client accepted the Equipment. BlueCrest will not be required to maintain Equipment that has become obsolete, either due to age, discontinuance of manufacture, or irreparability. BlueCrest shall make recommendations to Client regarding the replacement or refurbishment of such obsolete Products.

b) *Embedded Software Support*

(i) BlueCrest shall provide to Client software maintenance services ("SMS") and database services ("DBS") for the Embedded Software. Embedded Software support does not include operating system (i.e. Windows) security patch implementations (to be contracted separately).

(ii) Software maintenance for the Embedded Software will consist of fixes made from time to time ("Fixes"). Fixes to the Embedded Software may include all or part of the following: (A) Fixes to previously reported "bugs" to the Embedded Software; and (B) Technical improvements to the Embedded Software.

(iii) Client shall be advised of required Fixes made to the Embedded Software during the Term. Fixes shall be made available to Client, for implementation by Client or BlueCrest using the method deemed most appropriate; however, installation of a Fix to Embedded Software which has been modified by Client or BlueCrest at Client's request may require additional modifications, for which there will be an additional charge.

(iv) Upgrades and version releases to the Embedded Software may be issued periodically by BlueCrest, shall consist of additional and enhanced functions, may be available at an additional charge to the Client, and may be installed at Client's option. Upgrades incorporate functional and technical capability not provided in the last Version Release but deemed required prior to the next Version Release ("Upgrade(s)"). Version releases incorporate all of the Upgrades; including functionality changes, and Fixes which have been issued since the previous release ("Version Release"). Installation of an Upgrade or Version Release to Embedded Software that has been modified by BlueCrest at Client's request may require additional modifications, for which there will be an additional charge. All Version Releases, Upgrades, and Fixes provided under this Schedule shall be subject to the terms and conditions of the applicable agreement pursuant to which the original Embedded Software was licensed.

(v) DBS will consist of distribution at no additional charge to Client of updates to the databases identified in the relevant purchase and/or license agreement; as such updates are made available by BlueCrest from time to time. DBS updates include postal or carrier rate changes, all zip or zone changes, and changes in service provided by carriers, provided that BlueCrest does not warrant the availability, accuracy or timely dissemination of non-BlueCrest originated source data incorporated in the databases.

(vi) Notwithstanding anything in the Agreement to the contrary, BlueCrest will not be responsible: (A) for maintaining any Embedded Software that Client has failed to operate properly on the approved platform; (B) if the Embedded Software is not used in accordance with the agreed applications and for the ordinary purpose for which they are designed; (C) if the inability of Embedded Software to perform is due to any act or failure to act on the part of Client, including without limitation, any alteration of or adding components to Embedded Software or failure to install updates, Version Releases, Upgrades or Version releases; (D) unqualified operators' use of the Embedded Software; (E) use of the Embedded Software in a manner not intended; (F) use of the Embedded Software to process applications not previously approved in writing by BlueCrest; (G) if the Embedded Software has been operated with other media not meeting or not maintained in accordance with the manufacturer's specifications; or (H) where Client's service issue results from a problem other than from the Embedded Software. If BlueCrest performs any SMS or DBS

as a result of any of the foregoing, the Client shall pay BlueCrest at BlueCrest's normal rates in effect at such time. BlueCrest is not responsible for maintaining any third-party software and/or hardware that communicates or operates with the Embedded Software, and Client hereby agrees to indemnify and hold harmless BlueCrest in the event that any such communicating or operating software or hardware causes loss or damage to the Embedded Software or related equipment. Client shall promptly notify BlueCrest of any unauthorized alteration of or addition to the Embedded Software that occurred after Client accepted the Embedded Software.

(vii) If Client upgrades to a new release, i.e., major enhancements and/or new functionality of the Embedded Software licensed by BlueCrest, the SMS provided hereunder may be transferred to the new release at the then current subscription fee for the new release less credit for fees previously paid hereunder.

c) *Outages.*

(i) To request assistance in connection with an Outage, (A) Client's that have subscribed to on-site Equipment Maintenance Services should (1) contact the on-site CSR or, (2) if such outage occurs outside of coverage hours as set forth on Schedule II, submit a maintenance ticket to <https://bluecrestinc.microsoftcrmportals.com/SignIn>, and (B) Client's that have subscribed to on-call Equipment Maintenance Services should submit a maintenance ticket to BlueCrest Service Support at <https://bluecrestinc.microsoftcrmportals.com/SignIn> or call 844-622-2583.

(ii) The appropriate CSR will promptly respond to any request for service received from Client and record the service call in the BlueCrest service management system for any Outage of fifteen (15) minutes duration or longer. The Outage period will begin to run from the time the CSR receives proper notification thereof.

(iii) If the Outage extends beyond one hundred twenty (120) consecutive minutes, the CSR will contact the area Regional Technical Specialist ("RTS") for assistance. The RTS will provide telephone support as required in the determination of CSR and RTS.

(iv) If the Outage extends beyond two hundred forty (240) consecutive minutes, the RTS will contact the Service Manager and Division Technical Specialist ("DTS"). The Service Manager will review the Product's condition with the RTS, plan the necessary corrective action and notify Client as to the action being taken.

(v) If the Outage extends beyond four hundred eighty (480) consecutive minutes, BlueCrest will notify the Division Services Director and will determine whether additional on-site support is required.

(vi) If the Outage extends beyond seven hundred twenty (720) consecutive minutes, a Vice President responsible for client service will be notified and appropriate additional on-site support will be supplied at no expense to Client.

d) *On-Site Equipment Maintenance Services.* If Client has elected on-site Equipment Maintenance Services on the Order, the following terms and conditions shall also apply:

(i) The CSR coverage hours for on-site Equipment Maintenance Services are as set forth in the WV RFQ. BlueCrest and Client will use commercially reasonable efforts to maintain CSR hours on a regular schedule. Changes in CSR work hours and additional charges therefor, subject to the terms stated herein, will be billed according to BlueCrest standard rates then in effect, unless otherwise mutually agreed upon in writing by BlueCrest and Client ten (10) working days prior to implementation. Equipment Maintenance Services provided outside of the coverage hours set forth in the WV RFQ will be provided at BlueCrest's rates in effect at such time.

(ii) Client shall provide, at no charge to BlueCrest, adequate, lockable storage space for maintenance equipment, spare parts, and working space at the Client site where the Equipment is located. Client shall not have access to such storage space and shall not remove any item therefrom. BlueCrest shall maintain spare parts and testing equipment at Client's site as it deems necessary to perform Equipment Maintenance Services. All right, title, and interest in and to such spare parts (until incorporated into Client's equipment), testing, and maintenance equipment and all tools shall remain with BlueCrest, and such parts, equipment and/or tools may be removed or maintained by BlueCrest at its discretion.

(iii) Client hereby agrees that it shall maintain a Suitable Environment (as defined below) in which the Equipment shall be maintained and the CSRs shall operate. For the purposes of this Agreement, "Suitable Environment" means a working area, including the space in which the Products are operated and serviced by the CSRs, any related offices, break rooms, restrooms or other locations to be utilized by the CSRs under this Agreement, which (A) complies with the Occupational Safety and Health Act ("OSHA") and any related statutes, rules and regulations in all respects, (B) is designed to minimize the effects of Product and other occupational safety and health stressors such as noise, chemical, biological, radiation, or other recognizable hazards on CSRs, (C) is constructed and maintained in accordance with applicable fire and building code requirements, and (D) does not otherwise present a material health or safety risk to the CSRs. In the event that BlueCrest concludes, after conference with the relevant CSRs and Client or after inspections of the work area under normal operating conditions by BlueCrest personnel or their safety and health designees, either of which shall be performed in BlueCrest's sole discretion, that Client has not maintained a Suitable Environment, BlueCrest shall have the right, in its sole discretion to (1) temporarily remove any and all CSRs without penalty or delay in payment, until Client has remedied the unsuitable conditions, or (2) terminate the on-site maintenance services without penalty if such non-complying conditions are not remedied by Client within sixty (60) days of BlueCrest's notice to Client of the existence of the unsuitable conditions.

(iv) Client may, upon not less than fourteen (14) days' prior written notice, request BlueCrest to extend the hours during which Equipment Maintenance Services are available for equipment beyond the agreed maintenance hours ("Extended Hours of Coverage"). If BlueCrest agrees to provide Extended Hours of Coverage, Client will pay additional fees at the rates in effect at the time of the request, and Client acknowledges and agrees that it shall pay all such additional fees within thirty (30) days after the date of the applicable invoice therefore regardless of whether or not a purchase order has been issued for or is required in connection with such additional services.

e) *Obsolescence.* From time to time, BlueCrest may provide notice to Client of its election, in its sole discretion, to terminate support for certain hardware, software, servers and/or databases due to obsolescence, end of life or a third-party manufacturer's election to discontinue certain servers, platforms and/or software (collectively "Obsolescence"). In the event Client's support is terminated due to Obsolescence, Client will be provided a pro-rata refund for any amounts prepaid for Equipment Maintenance Services for the obsolete hardware or software. In the event of a termination due to Obsolescence, Client will be provided an option to replace the obsolete software, servers and/or databases with replacements that meet or exceed Client's original system requirements, provided; however, additional costs, including but not limited to installation and support fees associated with the new solution may apply. Parts and/or assemblies for the obsolete products described above or for products not sold as new will be provided only if available.

f) *Suspension or Termination.* Notwithstanding anything contained herein to the contrary, BlueCrest may suspend or terminate the Equipment Maintenance Services upon one (1) business day's written notice to Client if Client breaches the payment terms set forth in the WV GTC, and such payment breach is not cured within ten (10) business days after receipt of written notice of such breach from BlueCrest.

g) *Protect Service Terms and Conditions.* If Client has elected Protect Services on the Order, the additional terms and conditions set forth at <https://www.bluecrestinc.com/legal/protect-service-terms/> shall also apply.

5. **Application Software.** The Application Software is subject to the following license terms:

a) *License Grant.* In consideration of the fees paid by Client to BlueCrest, BlueCrest hereby grants to Client a non-exclusive, non-transferable, and non-sublicensable license to use the Application Software set forth on the Order during the license term set forth in such Order. The grant of rights to the Application Software is not a sale of the Application Software. BlueCrest and its third-party licensors reserve all rights not expressly granted by this Agreement.

b) [Reserved].

c) *Use of Application Software.*

(i) During the license term set forth in the Order, Client is permitted to use the Application Software only for its own internal business purposes. The Application Software will be installed only at the Installation Site on

the Computer or in a virtual environment and utilising the operating system set out therein. Client is permitted remote access to the Application Software unless otherwise prohibited in the Order. Use of the Application Software as a Service Provider is prohibited unless otherwise authorized in the Order. Additional terms of authorized use are as set forth in the Order and may include limitations on: (A) the number of Users; (B) the applications authorized to access the Application Software; and (C) the number of Transactions processed using the Application Software. Application Software licensed for desktop use by a specific number of Users may be installed on the number of devices equal to the specific number of User licenses purchased or may be installed on multiple devices so long as the number of individual Users does not exceed the number of licenses purchased.

(ii) Client may, upon BlueCrest's written consent and the payment of additional fees: (A) utilize the Application Software with a different operating system; (B) process additional Transactions; or (C) add Users. If the Installation Site is located in the United States, such Installation Site may be changed to another location within the United States upon written notice to BlueCrest, but may not be changed to a location outside the United States without BlueCrest's prior written consent. If the Installation Site set forth in the Order is located outside of the United States, such Installation Site may be changed to another location within the original country upon notice to BlueCrest, but may not be changed to a different country without BlueCrest's prior written consent.

(iii) Client may make a reasonable number of copies of the Application Software and Documentation solely for back up or disaster recovery purposes. Client must reproduce all copyright, trademark, trade secret and other proprietary notices in such copies. Client shall record the number and location of all copies of the Application Software and Documentation and take steps to prevent any unauthorized copying. The back up or disaster recovery copies can only be used to perform disaster recovery testing or if the Computer or virtual environment becomes inoperative. Except to perform disaster recovery testing in accordance with Client's disaster recovery procedures, Client is not permitted to use the back up or disaster recovery copies of the Application Software for production or testing/development concurrently with the production or testing/development copies of the Application Software.

(iv) Client may install, for a period not to exceed fifteen (15) days from date of installation, Enhancements in a test environment for the sole purpose of determining if such Enhancements will be deployed by Client in the licensed production environment. Upon conclusion of such period, Client will install and use only the number of production and test/development copies of the Enhancements set forth in the Order.

(v) Client may permit its third party contractors to access and use the Application Software solely on behalf of, and for the benefit of, Client, so long as: (A) such contractor agrees to comply fully with this Agreement and the Order(s) as if they were Client; (B) Client remains responsible for each contractor's compliance with this Agreement and the Order(s) and any breach thereof; (C) any User limitation includes User licenses allocated to contractors; and (D) the contractor is not, in BlueCrest's reasonable opinion, a competitor of BlueCrest. All rights granted to any contractor shall terminate immediately upon the earlier of: (1) conclusion of the services rendered to Client that gives rise to such right; and (2) expiry or termination of the applicable license term. Upon termination of such rights, Client shall ensure that contractor immediately ceases all use of the Application Software, un-installs and destroys all copies of the Application Software and any other BlueCrest information in contractor's possession or control, and Client must certify in writing upon BlueCrest's request that it is in compliance with this Section.

d) *Restrictions.* Client will not: (i) make derivative works of the Application Software; (ii) reverse engineer, decompile or disassemble the Application Software or any portion thereof except as is permitted by applicable law; (iii) make copies of the Application Software or Documentation except as otherwise authorized in Section 5(c)(iii); (iv) disclose the Application Software or any other BlueCrest information to any third party except as permitted by this Agreement; (v) sublicense, rent, lease, lend, or host the Application Software to or for other parties; (vi) attempt to unlock or bypass any initialisation system, encryption methods or copy protection devices in the Application Software; (vii) modify, alter or change the Application Software; (viii) alter, remove or obscure any patent, trademark or copyright notice in the Application Software; or (ix) use components of the Application Software independent of the Application Software they comprise.

e) *Application Software Maintenance Services.*

(i) Application Software Maintenance Services consist of: (A) reasonable amounts of telephone support to assist Client with the use of the Application Software in accordance with the support guidelines; (B)

Enhancements provided to other Clients of the Application Software who have paid for Application Software Maintenance Services for the current maintenance term; and (C) the correction of errors or non-conformities with the Application Software to perform as set out in the Documentation in accordance with BlueCrest's published support guidelines. Support will be provided to the limited number of contacts selected by Client in accordance with the support guidelines. If BlueCrest is unable to correct a reported error or non-conformity in the Application Software that is classified in BlueCrest's published Support Guidelines as a critical or high severity level problem within thirty (30) days following notice from Client or an additional period of time reasonably agreed to by the parties, Client may terminate Application Software Maintenance Services for such Software and receive, as its exclusive remedy, a pro-rata refund of the fees paid for Application Software Maintenance Services for the balance of the existing maintenance term.

f) *Application Software Warranty.*

(i) If, during the Warranty Period the Application Software fails to comply with the warranty set forth in the Agreement, Client must notify BlueCrest in writing of any alleged errors or non-conformities, in which event BlueCrest will have thirty (30) days from receipt of such notice or an additional period of time as reasonably agreed to by the parties to correct such errors or non-conformities in accordance with the support guidelines. If BlueCrest is unable to timely correct such errors or non-conformities, Client may elect to terminate the license to the non-conforming Application Software. If Client terminates the license to the non-conforming Application Software during the Warranty Period in accordance with this Section, Client will, as its remedy, receive a refund of all fees previously paid for such Application Software.

(ii) BLUECREST DOES NOT WARRANT THAT THE APPLICATION SOFTWARE WILL OPERATE ERROR-FREE.

(iii) THE APPLICATION SOFTWARE MAY CONTAIN A DISABLING DEVICE OR DEVICE REQUIRING ENABLEMENT: (i) TO COMPLY WITH REQUIREMENTS OF REGULATORY AUTHORITIES; OR (ii) TO PREVENT USE OF THE APPLICATION SOFTWARE BEYOND THE TERM OF A LICENSE OR OTHERWISE IN EXCESS OF THE LICENSE METRICS APPLICABLE TO THE APPLICATION SOFTWARE AS SET FORTH IN THE ORDER.

g) *Third Party Content.* Various third-party software and other documentation ("Third-Party Content") may have been incorporated into the Application Software by BlueCrest under permission from BlueCrest's licensors and suppliers. Certain Third-Party Content provided hereunder requires Client be certified by the United States Postal Services. Client's failure to obtain such certification shall not impact Client's obligation to pay to BlueCrest fees due hereunder. In addition, certain Third-Party Content requires Client to agree to additional terms of use set forth on Schedule 3 hereto. If BlueCrest's license to any Third-Party Content terminates, Client agrees: (A) to discontinue and/or return the terminated Third Party Content upon notice from BlueCrest; and (B) that BlueCrest shall have no further obligation with respect to such Third-Party Content.

6. **Professional Services.** The Professional Services shall be subject to the following terms and conditions:

a) *General.*

(i) BlueCrest will perform the Professional Services in accordance with the Agreement and the Order. BlueCrest is not obligated to provide any Professional Services unless set out in the Order. Unless otherwise set out in the Order or as agreed to by the parties, BlueCrest will commence performance of the Professional Services fifteen (15) business days following execution of the Order and the Professional Services will be performed at BlueCrest's offices. Unless otherwise stated in the Order, Professional Services will be performed and billed in contiguous eight (8) hour increments. Changes or delays in the work schedule originating with Client are subject to the project change procedure and may result in an increase in fees.

(ii) For a time and materials engagement, BlueCrest estimates that the Professional Services will be completed in approximately the number of hours set out in the Order. BlueCrest does not represent, however, that the Professional Services will be completed within the number of hours specified therein. Any estimates provided in the

Order, including expected hours to complete the Professional Services and any timeline provided by BlueCrest, are based on known functional requirements and technical environments as of the effective date of the Order.

(iii) BlueCrest grants Client a non-exclusive, non-transferable, royalty-free, perpetual license to use the Deliverables on behalf of and for the benefit of Client. BlueCrest retains all right, title, and interest to the Deliverables except for those rights expressly granted to Client and reserves all rights not otherwise expressly granted herein. Deliverables and Professional Services are deemed accepted upon delivery unless otherwise set forth in the Order.

(iv) Any modifications to the Professional Services must be in writing and signed by authorized representatives of each Party. The modifications may be set forth in a project change request or other document agreed to by the parties in writing. BlueCrest personnel performing Professional Services at Client's offices will comply with Client's policies and procedures in effect at such location.

b) *Fees; Expenses.* Fees will be invoiced to Client based on one of the following billing options, as indicated in the Order:

(i) *Time and Materials:* For engagements with a time and materials billing schedule, invoices will be issued monthly in arrears as Professional Services are performed, based on the hourly or daily rate set forth in the Order or other executed order document. If BlueCrest performs Professional Services at Client's request on a weekend or federal holiday (for the country where the Professional Services are being performed or if off-site the country where the BlueCrest resources are performing the Professional Services), Client will pay BlueCrest one and a half (1.5) times the hourly or daily rate for all Professional Services performed on such weekend or federal holiday.

(ii) *Retainer Hours:* Invoices will be issued to Client based on the number of hours or days indicated as Retainer Hours prior to commencement of any Professional Services, based on the rates set forth in the Order. Retainer Hours are then allocated to Professional Services performed upon execution until the Retainer Hours are depleted.

(iii) *Fixed Cost:* Invoices will be issued upon delivery of milestones, or in accordance with a billing schedule set forth in the Order or other executed order document.

(iv) BlueCrest will provide Client with a monthly project status report accounting for the number of hours of Professional Services performed in the prior month, and the expenses incurred in performance of the Professional Services.

c) *Client Obligations.*

(i) Client will provide any assistance reasonably required by BlueCrest to perform the Professional Services, including timely review of plans and schedules for the Professional Services and reasonable access to Client's offices for Professional Services to be performed onsite.

(ii) Client will designate a project manager for the Professional Services. The project manager will have the authority to make decisions on behalf of Client with respect to changes in the Professional Services, resource allocation, expenditures, resolution of issues, scope changes and other matters involving the Professional Services.

(iii) Client will maintain a back-up of any data or data files provided to BlueCrest.

(iv) Client will be responsible for securing all licenses for third party technology necessary for BlueCrest to perform the Professional Services (including the right for BlueCrest to use such technology), and will be responsible for the performance of any third-party providing goods or professional services to Client related to the Professional Services, including such third party's cooperation with BlueCrest.

d) *Warranty.*

(i) If the Professional Services fail to comply with the warranty set forth in the Agreement during the Warranty Period, Client will promptly notify BlueCrest in writing specifying in reasonable detail any alleged non-

conformities in the Professional Services. Upon such notice, BlueCrest will, as Client's remedy, promptly re-perform any such Professional Services in accordance with the Order and the Agreement.

e) *Term & Termination of Professional Services.*

(i) The Professional Services will be effective as of the effective date of the Order and will remain in effect until the Professional Services are completed, the Professional Services are terminated, or the termination date (if any) set out in the Order (the "Termination Date"), whichever is later. If no specific Termination Date is designated in the Order, Client may terminate the Order and the Professional Services upon thirty (30) days written notice to BlueCrest.

7. **Intellectual Property.** Nothing in this Agreement shall be deemed to assign or transfer any right, title, interest, or ownership by BlueCrest or any of its affiliates or any of their third-party licensors of any of their respective Intellectual Property Rights in any Intellectual Property.

8. **[Reserved].**

9. **SoW Change Requests.** In the event that Client requests a change to the SoW, Client shall submit a written change request (a "Change Request") to BlueCrest. BlueCrest shall review and respond to such Change Request within five (5) business days of receiving such Change Request. BlueCrest's response shall detail all of the impacts of such Change Request, including but not limited to any adjustments to the pricing and/or the delivery schedule, and set forth any other conditions BlueCrest may require in connection with agreeing to implement such Change Request. If Client and BlueCrest agree on the terms applicable to the implementation of such Change Request, then the Parties shall execute an amendment detailing all of the revisions to the SoW.

10. **Indemnity.**

a) If the Application Software is subject to a claim of infringement or misappropriation, or if BlueCrest reasonably believes that the Application Software may be subject to such a claim, BlueCrest will: (i) replace the Application Software with a functional non-infringing equivalent; (ii) modify such Application Software while retaining substantively equivalent functionality; or (iii) procure at no cost to Client the right to continue to use such Application Software. If, however, BlueCrest determines that none of the foregoing alternatives is commercially reasonable, BlueCrest may terminate Client's license to the Application Software and BlueCrest will, as Client's remedy, refund to Client any prepaid, unused fees at the time of such termination based on, as applicable, (X) a term of sixty (60) months following execution of the Order for Application Software with a perpetual license or (Y) the remaining balance of the then current term for Application Software subject to a limited term license.

b) BlueCrest will have no obligation to defend or indemnify Client under this Section 10 if the infringement or misappropriation results from: (i) modifications to the Application Software by anyone other than BlueCrest; (ii) combination of the Application Software with Client's equipment or non-BlueCrest software programs if such claim of infringement or misappropriation would have been avoided had such combination, operation or use not occurred; or (iii) Client's failure to implement modifications (which if delivered to Client expressly to avoid infringement, will be delivered at no additional cost to Client and which will provide substantially the same functionality as the infringing or potentially infringing Application Software).

11. **[Reserved].**

12. **[Reserved].**

13. **Miscellaneous**

a) *Force Majeure.* Neither Party will be held responsible or incur any liability for any delay or failure to perform any part of this Agreement if such delay or failure results from causes beyond its control, including, but not limited to, fire, flood, explosion, acts of terrorism, war, labor disputes, embargo, civil or military authority, natural disaster, inability or delay in obtaining parts or supplies of adequate or suitable materials, judicial or governmental action or requirement, infectious disease, epidemic, pandemic, quarantine, or acts of God.

b) *Non-Solicitation*. During the term of this Agreement and for twelve (12) months thereafter, Client will not solicit for employment, nor knowingly employ (either as an employee, contractor or agent), any of BlueCrest's employees.

c) *Waiver; Severability; Survival*. No waiver of any breach of any provision of this Agreement by any Party or the failure of any Party to insist on exact performance will constitute a waiver of any other breach of performance of the same or any other provision hereof. If any provision of this Agreement will be or become invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the remaining provisions of this Agreement. The provisions of this Agreement which by their meaning and effect are meant to survive the termination or expiration of this Agreement, will so survive.

d) *Notices; Electronic Delivery*. Notices given under this Agreement may be in writing and delivered by first class, certified mail as follows: To BlueCrest, 37 Executive Drive, Danbury, CT 06810, Attention: President, BlueCrest; and a copy to Attention: Legal Department, at the same address. BlueCrest may deliver any notice and other communication to Client under this Agreement by email via the email address that is then on file for the Client. Client consents to the delivery of any such notice and other communication via email.

e) **Survival**. Sections 2, 7, 10, and 13 will survive termination of the Agreement.

SCHEDULE 1

Delivery Receipt Certificate

Reference is hereby made to the BlueCrest Equipment & Maintenance Order Form, dated as of _____, 20__ (the "Order"), by and between DMT Solutions Global Corporation (d/b/a BlueCrest) ("BlueCrest") and _____ (the "Client").

Client hereby acknowledges that it has received delivery of the Equipment specified in the Order.

[Insert Client Name]

By: _____
Name:
Title:
Date:

SCHEDULE 3

Application Software License Terms and Provisions

Third Party Content License Terms & Provisions

PARASCRIPT:

Software provided by Parascript and/or its successors and assigns that has been incorporated into the Application Software is subject to the following additional terms and conditions.

If AddressScript™ software is licensed hereunder, advance purchase of blocks of clicks (11-digit finalized answers) is required. Client's initial purchase of clicks shall be set forth in Purchase/Lease Agreement. Client agrees to purchase all such clicks from BlueCrest. Client further understands that if it purchases or otherwise acquires clicks from any other source, Client's license will be terminated and BlueCrest may seek remedies hereunder.

If ASV software is licensed hereunder:

- A one (1) year term license has a pre-determined volume cap. Volumes for one (1) year licenses expire at the end of each term or when the volume count during the term is exceeded, whichever occurs first.
- A three (3) year term license has a pre-determined annual volume cap and automatically resets itself on the anniversary date to the same volume each year for a total of three years. Volumes expire at the end of each twelve (12) month period or if volume count during applicable twelve (12) month period is exceeded, whichever occurs first.
- Optimization, Replacement and New End user Application:
 - “Optimize” shall mean any change, alteration, modification, update, upgrade, repair, revision, release, performance improvement, addition of a new feature, or replacement.
 - In the event Client, for any reason, Optimizes or replaces a personal, non-networked computer on which the software is installed, Client may transfer the software to the Optimized personal, non-networked computer at no additional cost provided all of the following occur: (a) the Client shall be the same; and (b) no Optimization or replacement has been made to ReliaVote.
- Parascript shall have no liability for any damages resulting from loss of data or profits, or for any special, indirect, incidental, punitive, or consequential damages arising out of or in connection with the use of ASV;
- Client shall not (i) reverse engineer, decompile or otherwise attempt to derive the source code for ASV; (ii) combine ASV with any software that could alter Parascript's licensing terms; (iii) remove any ASV identification, copyright legend or other notices; (iv) modify or create derivative works based on ASV; (v) issue, sublicense, sell, grant, or in any way transfer a license type or rights to use ASV that is different than the license type or rights issued by Parascript for ASV; (vi) use a perpetual ASV license as a recurring revenue service or to provide services to any third party or for the benefit of any third party (examples include without limitation: engaging in business process outsourcing, acting as a service bureau, charging a subscription or click fee for processing images or accessing ASV; (vii) permit third party access to ASV API (application programming interface) unless that party is the Client's outside developer who has agreed in writing to comply with all applicable licensing terms and restrictions; (viii) use ASV after its license term ends; (ix) use a non-production license in a production environment; (x) access or permit a third party access to API Documentation; and/or (xi) issue, sublicense, sell, grant, or in any way transfer a license or rights to use ASV, or charge a subscription fee to access or use ASV;
- ASV is provided “AS IS”;
- Parascript owns ASV and Parascript trademarks, and all rights not expressly granted by Parascript are reserved; and

- ASV must be deleted at the end of the license term.

RAF CORPORATION:

Software provided by RAF Corporation and/or its successors and assigns that has been incorporated into the Application Software is subject to the following additional terms and conditions.

Dongles. RAF Corporation reserves the right to include a deactivation device (“dongle”) in each copy of the Argosy Post Software. If included, the dongle will prevent the use of such Argosy Post Software until RAF furnishes the key which will activate the Argosy Post Software. Dongles are the property of RAF Corporation and are used to prevent unauthorized copying or use of the Argosy Post Software. Dongles may not be transferred by Client unless the corresponding software is transferred under the terms of this Agreement. Dongles remain the property of RAF and must be returned by Client to Licensor upon expiration/termination of each Client account.

Directories. Due to United States Postal Service regulations, Client, depending on which Application Software is being used, must use a current Zip+4 directory (“Directory”) to operate the Application Software within the mail transport product. The Application Software will not operate without a current Directory which is compatible with the Application Software. BlueCrest, on behalf of its third party licensor and/or its successors and assigns, supplies updated Directories on an annual basis to Clients for whom such service is subscribed and for whom the annual software maintenance fee is timely paid. In order to continue receiving the Directory updates, the software maintenance must be renewed each year and the annual software maintenance fee paid to BlueCrest. During the term of this Agreement, BlueCrest will supply Directory updates to Client for such periods for which the applicable annual subscription fees are received by BlueCrest. Payment of the applicable annual subscription fees for each license is required to operate the Application Software within the licensed application.

BCC SOFTWARE, LLC:

Software provided by BCC Software, LLC and/or its successors and assigns that has been incorporated into the Application Software is subject to the following additional terms and conditions.

- Client agrees to use the BCC software only within the United States, its territories and possessions for the purpose of improving business delivery addresses in multi- occupation buildings for use on letters, flats, postcards, packages, leaflets, magazines, advertisements, books, other printed material and any other item to be delivered by the United States Postal Service (USPS);

- US Postal Service Related Services (eg; CASS, NCOALink, DSF²).

(i) BCC Software is a non-exclusive licensee of the United States Postal Service’s (“USPS”) NCOALink database (“NCOA Database”). The information contained in the NCOA Database is regulated by the Privacy Act of 1974 and may be used only to provide a mailing list correction service for lists that will be used for preparation of mailings. If Client receives all or a portion of the NCOA Database in connection with its use of the Application Softwares, Client shall not use such information for any purpose other than mail list processing services. Prior to obtaining or using information from the NCOA Database, Client shall complete, execute and submit to Licensor the NCOA Processing Acknowledgement Form.

(ii) Further, if Client resides outside the United States, Client shall obtain the proper certifications from the USPS for NCOALink processing. Licensor is under no obligation to provide the mail list processing services to Client unless Client has obtained the proper certifications from the USPS.

- DMA Suppression. Services for DMA Suppression is understood to mean flagging consumers names from marketing lists for the purpose of suppressing them with such information used for no other purpose. Client understands that the DMAchoice Services are intended exclusively for Client’s own use and Client shall not disseminate, sublet, resell, reproduce, transfer or republish the DMAchoice list in any medium in any manner whatsoever.

- Deceased Suppression. Services for deceased individual suppression is understood to mean matching the records from Client's or Client's customers' provided file to identify those individuals within such files who are deceased, with such information to be used for the sole purpose of deleting such deceased individuals from any list used for solicitation or any other external purpose. Client shall, and shall require its customers, not use the information provided from such Service for any other purpose including, but not limited to, promotions to surviving household members, or any other type of marketing or promotion.

Client should not take any adverse action against any individual without further investigation to verify the death listed.

- Prison Suppression. Services for prison individual suppression is understood to mean matching the records from Client's or Client's customers' provided file to identify those individuals within such files, who are incarcerated in the U.S., Canada and U.S. Territories, with such information to be used for the sole purpose of deleting such incarcerated individuals from any list used for solicitation or any other external purpose. Client shall not, and shall require its customers to not, use the information provided from such Service for any other purpose.

- BCC Software reserves the right to modify or discontinue any mail list processing services with or without notice to Client. Neither BCC Software nor Licensor shall be liable to Client should such right to modify or discontinue any of the mail list processing services be exercised. Further, BCC Software or Licensor may, from time to time, impose restrictions on the use of the mail list processing services as a result of changes in the law, limitations placed on BCC Software or Licensor from third parties or their respective licensors, which may limit Client's access to some or all of the data provided through the mail list processing services.

- Client understands and acknowledges that the USPS reserves the right to require BCC Software or Licensor to suspend Client's ability to perform mailing list processing. Neither BCC Software nor Licensor will be liable or responsible for any decision the USPS makes in canceling Client's mailing list processing, including, but not limited to, arbitrating the cancellation decision on Client's behalf. In the event the USPS suspends processing, (i) Client shall not be entitled to any refund or credit from Licensor; and, (ii) Licensor will discontinue providing the mail list processing services to Client.

- The USPS is the owner of numerous trademarks, including but not limited to: United States Postal Service(R), Postal Service(TM), Post Office(TM), United States Post Office(R), the Eagle logo, ZIP + 4(R), CASS(TM), CASS Certified(TM), DPV(TM), eLOT(TM), RDI(TM), LACSLink(TM), NCOALink(TM), SuiteLink(TM).