

Renewal and Amendment No.2 to Agreement A-14482

**RENEWAL AND AMENDMENT NO. 2 TO AGREEMENT BETWEEN
COUNTY OF MONTEREY and
DMT SOLUTIONS GLOBAL CORPORATION (d/b/a BLUE CREST)**

This Amendment No. 2 is made to Agreement No. A-14482 to provide software, maintenance, and support services for a "Vote by Mail" processing system, entered by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "County"), and DMT Solutions Global Corporation (d/b/a BlueCrest, "BlueCrest ") (hereinafter, "CONTRACTOR").

WHEREAS, the County and CONTRACTOR entered into Agreement No. A-14482 with the County on November 1, 2018 ("Agreement") to provide software, maintenance, and support services for a "Vote by Mail" processing system ("services") through October 31, 2021 for an amount not to exceed \$96,657; and

WHEREAS, Agreement was amended by the Parties on August 8, 2021 (hereinafter, "Amendment No. 1") to extend the term date for one (1) additional year through October 31, 2022; and

WHEREAS, CONTRACTOR changed its legal business structure and tax identification number, becoming DMT Solutions Global Corporation (d/b/a BlueCrest, "BlueCrest ") and has been assigned and assumed all contractual obligations under the Agreement; and

WHEREAS, the Parties wish to renew and amend the Agreement retroactively to November 1, 2022 and to extend the term three (3) additional years through October 31, 2025, for an aggregate term of November 1, 2018 through October 31, 2025, and increase the amount by \$110,945 for a total amount not to exceed of \$207,602 to allow CONTRACTOR to continue to provide services.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the Agreement in the following manner:

1. **PAYMENT BY COUNTY** shall be amended to the following: "County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Equipment Service and Software Support Schedule No. 1106-2022** attached hereto and subject to the conditions set forth in the Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$207,602".
2. **TERM OF AGREEMENT** shall be renewed and amended to the following: "The term of this Agreement is from November 1, 2018, to October 31, 2025, unless sooner terminated pursuant to the terms of this Agreement."
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the Agreement.
4. A copy of this Amendment and all previous amendments shall be attached to the original Agreement executed on November 1, 2018


Renewal and Amendment No.2 to Agreement A-14482

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

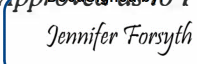
By: 

Signature of Chair, President, or
Vice-President

Dated: _____

Dennis P. LeStrange, President

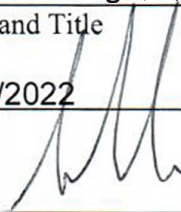
Printed Name and Title

Approved as to Fiscal Provisions:


4E7E657875454AE...
Deputy Auditor/Controller

Dated: 10/27/2022

Dated: 10/27/2022 | 5:06 PM PDT

By: 

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Approved as to Liability Provisions:

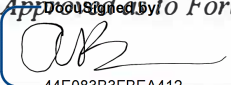
Lance Arneson, CFO

Printed Name and Title

Risk Management

Dated: 10/27/2022

Dated: _____

Approved as to Form:


44E083B3FBEA412...
Deputy County Counsel

Dated: 10/27/2022 | 3:02 PM PDT

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.



Equipment Service and Software Support Schedule No. 1106-2022

Customer: Monterey County Elections	Start Date of Services: 11/01/2022
	End Date of Services: 10/31/2023
Site/Equipment Address: North Building 1441 Schilling Pl Salinas CA 93901	Invoice To Address: PO Box 4400 Salinas CA 93912

THIS EQUIPMENT SERVICE AND SOFTWARE SUPPORT SCHEDULE (the "Schedule") by and between DMT Solutions Global Corporation (d/b/a BlueCrest, "BlueCrest") (the surviving corporation from the merger of Fluence Automation LLC with and into BlueCrest) and Customer is entered into pursuant to the terms and conditions of that certain Master Equipment Service and Software Support Agreement by and between BlueCrest and Customer dated November 1, 2018 (the "Agreement"), which is incorporated by reference herein. Unless otherwise defined herein, all defined terms used in this Schedule shall have the same meaning ascribed to them in the Agreement.

- Term.** This Schedule shall be effective upon the Start Date of Services as set forth above and shall continue for a period of one (1) year unless otherwise stated above (the "Term"). This Agreement shall automatically renew for additional terms of one (1) year each unless either party gives notice of cancellation in writing to the other party at least ninety (90) days prior to the expiration of the current term.
- Service Coverage.** See Service Coverage List in Section 2.1 (attached). Equipment and Software Services are described in Exhibit 1, attached hereto and by this reference made a part hereof.
- Service Fees.** Customer shall pay to BlueCrest a Service Fee of \$110,945.00 as set forth in Section 2.1 (attached). Such Service Fee shall be paid in installments based on the payment option selected. If a payment option is not selected, the selection will default to annual installments. Service Fee is exclusive of applicable taxes, which will be invoiced with Service Fee. Equipment that reaches its 7th and/or 12th year of age from the original manufacture date during the Term hereof is subject to maturity surcharges of five percent (5%) and ten percent (10%) of the applicable annual Service Fees, respectively. Such surcharge(s) shall be reflected in the total Service Fee hereunder. Where permitted by applicable law, payments made by credit card will be subject to an additional two percent (2%) surcharge by BlueCrest, the amount of which does not exceed BlueCrest's applicable costs for accepting such credit card payments.

Payment Options: (Each installment is due in advance of the period in which the services will be provided)

- Annual Installments = Maintenance – Year 1 - \$16,937.00; Year 2 - \$18,122.00; and Year 3 - \$19,390.00
Software – Year 1 - \$17,921.00; Year 2 - \$18,817.00; and Year 3 – \$19,758.00

Please check if applicable to Customer with respect to this Schedule:

- Customer requires a Purchase Order be issued before an invoice may be paid. Accordingly, Customer agrees to issue such a Purchase Order upon signing this Schedule and return such Purchase Order with this Schedule to BlueCrest.
- This Schedule may be modified or amended only by a subsequent written instrument mutually agreed to and signed by authorized representatives of the parties hereto expressly superseding the provisions hereof. Any modification or amendment, including, but not limited to, changes to Section 2 may affect the Service Fees hereunder. Notwithstanding anything to the contrary in the Agreement, either party may assign this Schedule or the Agreement to any successor in interest to the business to which the Agreement and Schedule relate, whether by merger, acquisition, the sale of stock or assets, reorganization or otherwise.
 - This Schedule may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall be deemed for all purposes to constitute one and the same instrument.

IN WITNESS WHEREOF, BlueCrest and Customer, each acting under due and proper authority, have executed this Schedule as of the date set forth below.

DMT SOLUTIONS GLOBAL CORPORATON dba BLUECREST

MONTEREY COUNTY ELECTIONS

By: _____
Name: Tim Rodriguez
Title: Senior Vice President, Global Services
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Section 2.1.A - Equipment Maintenance Services Coverage List

Service Type: On Call Service Agreement - VBM
Contracted Period of Maintenance (CPM): 8:30a –5:00p, Monday – Friday

Timeframe: November 1, 2022 – October 31, 2023

EQUIPMENT & MODEL	TAG #	SERIAL NO.	PM INSPS.	RM CALLS	PARTS	RESPONSE TIME	TOTAL SERVICE FEE
Elevate Sorter	113252A	E01029	2	All	Yes	4 Hours	\$16,937.00
TOTAL EQUIPMENT SERVICE FEE (Exclusive of Taxes)							\$16,937.00

Optional Additional Election is \$7,843.00

Optional Operator Training - \$1,950.00

- Customer can purchase operator training refresher course for a duration of four (4) hours.

Optional One Day Election Support - \$2,300.00

- Customer can purchase one (1) day (8 Hours) of on-site election coverage

Timeframe: November 1, 2023 – October 31, 2024

EQUIPMENT & MODEL	TAG #	SERIAL NO.	PM INSPS.	RM CALLS	PARTS	RESPONSE TIME	TOTAL SERVICE FEE
Elevate Sorter	113252A	E01029	2	All	Yes	4 Hours	\$18,122.00
TOTAL EQUIPMENT SERVICE FEE (Exclusive of Taxes)							\$18,122.00

Optional Additional Election is \$8,392.00

Optional Operator Training - \$2,086.00

- Customer can purchase operator training refresher course for a duration of four (4) hours.

Optional One Day Election Support - \$2,461.00

- Customer can purchase one (1) day (8 Hours) of on-site election coverage

Timeframe: November 1, 2024 – October 31, 2025

EQUIPMENT & MODEL	TAG #	SERIAL NO.	PM INSPS.	RM CALLS	PARTS	RESPONSE TIME	TOTAL SERVICE FEE
Elevate Sorter	113252A	E01029	2	All	Yes	4 Hours	\$19,390.00
TOTAL EQUIPMENT SERVICE FEE (Exclusive of Taxes)							\$19,390.00

Optional Additional Election is \$8,979.00

Optional Operator Training - \$2,232.00

- Customer can purchase operator training refresher course for a duration of four (4) hours.

Optional One Day Election Support - \$2,633.00

- Customer can purchase one (1) day (8 Hours) of on-site election coverage

Section 2.1.B - Software Maintenance Subscription Services Coverage List

Timeframe: November 1, 2022 – October 31, 2023

SOFTWARE DESCRIPTION	ANNUAL SERVICE FEE
Sorter: Elevate, SN: E01029, Tag #1132252A	
Annual Software Subscription Renewal - Vote By Mail	\$17,921.00
TOTAL ANNUAL SOFTWARE MAINTENANCE AND SUBSCRIPTION SERVICES FEES (Exclusive of Taxes)	\$17,921.00

Timeframe: November 1, 2023 – October 31, 2024

SOFTWARE DESCRIPTION	ANNUAL SERVICE FEE
Sorter: Elevate, SN: E01029, Tag #1132252A	
Annual Software Subscription Renewal - Vote By Mail	\$18,817.00
TOTAL ANNUAL SOFTWARE MAINTENANCE AND SUBSCRIPTION SERVICES FEES (Exclusive of Taxes)	\$18,817.00

Timeframe: November 1, 2023 – October 31, 2024

SOFTWARE DESCRIPTION	ANNUAL SERVICE FEE
Sorter: Elevate, SN: E01029, Tag #1132252A	
Annual Software Subscription Renewal - Vote By Mail	\$19,758.00
TOTAL ANNUAL SOFTWARE MAINTENANCE AND SUBSCRIPTION SERVICES FEES (Exclusive of Taxes)	\$19,758.00

TOTAL EQUIPMENT MAINTENANCE AND SOFTWARE SUBSCRIPTIONS FOR 3 YEARS: \$110,945.00



EXHIBIT 1

Customer Services

Description of Service Options

The following terms shall have the meaning ascribed to them below:

1. **"Equipment Services" shall include:**

"On Call Service Agreement – Vote By Mail" - During PPM hours, if requested by Customer, BlueCrest shall dispatch a technician to perform, pursuant to the Schedule, pre/post election support and remedial maintenance calls. During any remedial maintenance call or during the pre/post election support, the technician shall deliver the services described herein. Operator error and routine set-up are not included in the number of inspections or calls listed on the Schedule.

Pre and Post election support shall include the following:

- Scheduled preventive maintenance (PM) inspection and test of VBM sorter to ensure readiness of election ballot processing. The PM inspection will include the replacement of non-consumable parts (consumables/supplies are not included) that are deemed necessary to ensure optimal efficiency of the equipment.
- After the election, BlueCrest will perform post-election services to ensure the system is properly prepared to lay idle until the next election processing period. The post election services ensure the trouble free start up of the equipment at the next election period.
- Backup/Recovery – BlueCrest shall be responsible for; (i) backing up the VBM Sorter Software (including configuration files) using industry standard backup software, on a mutually agreed upon frequency, (ii) storing said backups in a fashion sufficient to support the recovery of BlueCrest services at the levels described herein, and (iii) performing necessary and sufficient recovery of the Equipment, Software and Services to ensure the continued, uninterrupted operation.

Remedial Maintenance, during election window timeframe, shall include the following at no additional cost to Customer:

- Access to BlueCrest's Sorter Helpdesk at 866-562-4749
- Replacement of any broken non-consumable parts (consumables/supplies are not included).

2. **Software Maintenance Services: The following terms shall have the meaning ascribed to them below:**

(2.1.a) "Telephone and E-Mail Assistance". – BlueCrest shall provide Customer with a toll-free telephone number that will enable designated Customer employees to (i) call BlueCrest for general assistance, (ii) obtain answers to specific software questions, and (iii) receive aid in diagnosing suspected VBM Sorter software problems. BlueCrest will respond to requests for assistance made by Customer via telephone or e-mail within fifteen (15) minutes during normal support hours. Telephone support shall be available between 8:30 a.m. and 5 p.m., Eastern Standard Time, Monday through Friday, excluding BlueCrest holidays set forth in the Labor and Travel Rate Policy and any periods of on-site/election day coverage.

(2.1.b) "Remote Diagnostic Service". Upon mutual agreement by Customer and BlueCrest, FA shall employ remote telephony techniques in an effort to enhance the diagnostics process. The parties shall mutually agree upon; (a) the means for remote access, (b) the physical and logical security methods to be employed, (c) any costs incurred for the remote access, and (d) how the parties shall bear said costs. Should the parties agree upon a physical remote access solution to be provided by BlueCrest, Customer agrees that any remote diagnostic ancillary equipment and/or Software (collectively, the "RD") and or software furnished by BlueCrest shall remain the property of BlueCrest. Customer agrees to provide adequate protection for the RD, including, but not limited to protection against theft, physical damage by Customer's personnel, and reasonable protection against natural elements. Customer further agrees that, upon discontinuance of RD service, BlueCrest may remove and / or disable the RD at any time after proper notice of discontinuance to BlueCrest. Customer is responsible for reasonable charges for phone line installation and monthly service charges, including usage.

(2.1.c) "Maintenance Releases". – To resolve known or reported issues with the Software, BlueCrest may periodically prepare and provide to Customer software fixes or patches that are not separately marketed or priced (the "Maintenance Releases") and are provided to Customer at no additional cost. Customer shall be solely responsible for integrating Maintenance Releases into Customer's Equipment and Software environment and testing functionality of the changes. Assistance in installation maybe requested in the same manner as requesting a Service Order. Maintenance Releases shall be installed and tested by BlueCrest at least sixty (60) days prior to scheduled elections.

(2.1.d) "Documentation Configuration Management". – BlueCrest will periodically send to Customer the latest revision of the operator's manual (the "Update"). BlueCrest may send the Update by either hard copy or electronic media. Customer is responsible for placing the Update in the correct manual and for properly maintaining said manual.

(2.1.e) "Enhancement Releases". – BlueCrest may periodically prepare and provide to Customer enhancements or additional features that are otherwise not separately marketed or priced (the "Enhancements"). At no additional cost to Customer, BlueCrest shall be solely responsible for integrating Enhancements into Customer's Equipment and Software environment and testing the functionality of the Enhancements. Enhancements shall be installed and tested by BlueCrest when the Enhancement are made available by BlueCrest, but never less than sixty (60) days prior to scheduled elections. BlueCrest may, at its sole discretion, charge a mutually agreed upon fee for Enhancements that provide new functionality, so long as the Enhancements are not replacing or otherwise diminishing the existing functionality of the Software. Customer, in its sole discretion, may accept or decline the new functionality provided by the Enhancements, whether an additional fee is charged or not. If Customer declines acceptance of any such new functionality contained in Enhancements, Customer shall not be obligated to pay the applicable additional fees charged by BlueCrest.



Attachment A

Remedial Repair and Escalation Policy

Remedial Repair

1. Requesting Service is accomplished by:
 - a. Customer calling 866-562-4749.
 - b. Providing Sorter Serial Number and description of problem.
2. A Customer Service Engineer ("CSE") will call Customer within 30 minutes to validate the problem and attempt a resolution by phone.
3. If on-site service is deemed necessary, the CSE will provide Customer with an estimated time the CSE will arrive on-site.
4. After on-site arrival of the CSE, the following actions will occur:
 - a. Diagnosis of the problem by CSE.
 - b. Alignment or replacement of suspect parts.
 - c. Observation and mutual agreement that equipment is fixed before CSE departure.

This agreement will be documented by Customer signing the CSE's Service ticket and being given a copy of ticket.

Escalations

1. If a malfunction occurs that renders a machine totally inoperable, the service technician will utilize their best effort to correct the problem within a period of two (2) hours. During this time, the technician will conduct a series of diagnostic checks and trouble-shooting techniques to try to resolve the problem.
 - a. Should the technician be unable to resolve the problem within a two (2) hour time period, they will alert the Sorter Support team requesting assistance.
2. If the effort of the technician and the sorter support team fail to restore the machine to operation within four (4) hours, the problem will be referred to one or more of the following, in the order given:
 - a. Senior Production Support Engineer
 - b. Area Service Management
 - c. Sorter Support Director
 - d. Director Sorter Software Engineering
 - e. Director Sorter Hardware Engineering
3. Any one or more of the above will decide on whether on-site assistance should be provided. The decision will be based on whatever approach is required to restore the machine to operation in the shortest time possible.
 - a. On-site assistance may be provided by other area personnel.
 - b. Engineering on-site assistance may be requested by the Sorter Support Team, Area Service Manager, or the Sorter Support Director.
4. If the technician experiences an intermittent or on-going problem, but the equipment is not totally inoperable, the Sorter Support Team will be alerted. From this point, the same emphasis will be placed on resolving the problem as if the machine were totally inoperable.
5. The Area Service Manager is responsible for follow-up to see that Customer is satisfied with the solution. If Customer is not satisfied, the Sorter Support Director and Area Service Manager are required to consult about further efforts with the appropriate support teams. The technician shall continue to diagnose and repair the problem until resolved or until such time as Customer elects to terminate the Agreement.



Attachment B Labor Rates

Stand By & Call Out - Random Basis (unless otherwise covered/stated)								
	<u>Sun</u>	<u>Mon</u>	<u>Tues</u>	<u>Wed</u>	<u>Thur</u>	<u>Fri</u>	<u>Sat</u>	<u>Hol</u>
1st Shift								
Standby	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$200.00
Call-out	\$2,200.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,650.00	\$3,300.00
Qtr. Hr.	\$137.50	\$68.75	\$68.75	\$68.75	\$68.75	\$68.75	\$103.13	\$206.25
2nd Shift								
Standby	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$200.00
Call-out	\$2,200.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,650.00	\$3,300.00
Qtr. Hr.	\$137.50	\$68.75	\$68.75	\$68.75	\$68.75	\$68.75	\$103.13	\$206.25
3rd Shift								
Standby	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$200.00
Call-out	\$2,200.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,650.00	\$3,300.00
Qtr. Hr.	\$137.50	\$68.75	\$68.75	\$68.75	\$68.75	\$68.75	\$103.13	\$206.25
Callout charges listed above cover minimum of 4 hours of time and are charged portal-to-portal The quarter hour increments represent what is charged after the initial 4 hours have been used								
Additional Onsite Shift Coverage (Rates per CSR per 8-hour shift)								
	<u>Sun</u>	<u>Mon</u>	<u>Tues</u>	<u>Wed</u>	<u>Thurs</u>	<u>Fri</u>	<u>Sat</u>	<u>Hol</u>
1st Shift	\$2,640.00	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00	\$1,980.00	\$3,960.00
2nd Shift	\$2,772.00	\$1,680.00	\$1,680.00	\$1,680.00	\$1,680.00	\$1,680.00	\$2,079.00	\$4,158.00
3rd Shift	\$2,904.00	\$1,760.00	\$1,760.00	\$1,760.00	\$1,760.00	\$1,760.00	\$2,178.00	\$4,356.00
Onsite Operator Training: Maximum size of 4 operators per class. Scheduled in advance								
3 days \$6,000 includes travel 4 days \$7,000 includes travel 5 days \$8,000 includes travel								
Wake-Up	\$36,000	Annual	\$3,150	Monthly	\$750	Weekly		

All rates subject to change without notice