

ASSIGNMENT AGREEMENT

This Assignment Agreement is by and among the State of Minnesota, acting through its commissioner of Administration (State), Pitney Bowes, Inc. (Pitney Bowes or Original Contract Vendor), 3001 Summer Street, MSC 1C-305, Stamford, CT 06926, and DMT Solutions Global Corporation, D/B/A: BlueCrest (BlueCrest or Assigned Contract Vendor), 37 Executive Drive, Danbury, CT 06810.

WHEREAS, the State has an agreement with Pitney Bowes identified as the State of Minnesota's Participating Addendum to NASPO ValuePoint Contract No. ADSP016-169897, State of Minnesota Contract No. 139792, effective April 1, 2018, through May 14, 2020 (Contract), to provide Mailroom Equipment, Supplies, and Maintenance Statewide; and

WHEREAS, Pitney Bowes wishes to assign a portion of its interests in the Contract to BlueCrest; and

WHEREAS, the assignment provision of the Contract provides assignment of the agreement only upon written consent of the State.

NOW THEREFORE, the parties agree to the following:

1. The State of Minnesota amends the Pitney Bowes list of Authorized Sales and Service Providers to remove DMT Solutions Global Corporation d/b/a BlueCrest.
2. The Document Messaging Technologies (DMT) production mail business and supporting software portion of the State of Minnesota's Participating Addendum to NASPO ValuePoint Contract No. ADSP016-169897, State of Minnesota Contract No. 139792 is assigned and replaced with NASPO ValuePoint Contract No. CTR044595, State of Minnesota Contract No. 160155 to accommodate orders and payments in the State of Minnesota's Statewide Integrated Financial Tools (SWIFT) computer system and to assign the portion of Business Products from Pitney Bowes to BlueCrest.
3. This Assignment Agreement will become effective upon its approval and execution by the parties and approval of the appropriate State officials, pursuant to Minn. Stat. §16C.05, subd. 2.
4. The State hereby approves the request of Pitney Bowes to assign the DMT Business Products portion of their Contract to BlueCrest along with its interests, rights, responsibilities, duties, and other provisions set forth in their Contract, which the Business Products Price Book has been referenced and incorporated as Exhibit A, provided Pitney Bowes and BlueCrest agree to all provisions set forth in this Assignment Agreement. A copy of Minnesota's NASPO PA through current Amendment 3 with Pitney Bowes will be provided to BlueCrest as reference.
5. Pitney Bowes and BlueCrest jointly and severally represent and warrant to the State that:
 - a. Pitney Bowes is not in default of any of its obligations under the DMT portion of their Contract; and
 - b. Pitney Bowes has assigned the DMT portion of their Contract to BlueCrest, under separate agreement, sufficient information, rights to technology, and key personnel sufficient to enable BlueCrest to properly perform the duties, responsibilities, obligations, and all other provisions assigned to BlueCrest; and
 - c. BlueCrest is ready, willing, and able to perform all of the duties, obligations, and responsibilities of their newly established Contract.
6. BlueCrest accepts assignment of all the provisions of their Contract.
7. Any and all amounts due to Pitney Bowes by the State for goods and/or services provided by Pitney Bowes prior to June 21, 2019, under the Contract will be paid to Pitney Bowes by the State. Any and all amounts due under the Contract on or after June 21, 2019, will be paid to BlueCrest by the State.

8. When applicable, payment for remaining work and travel expenses from the Contract will be paid at the rates set in the Contract. The amount to be paid to BlueCrest will not exceed the Contract's total costs, minus the total payments made to Pitney Bowes.
9. BlueCrest will provide proof of insurance with the coverage and in the amounts called for in the original solicitation document, attached herein.
10. BlueCrest will provide a copy of its Affirmative Action Certification as approved by the Minnesota Department of Human Rights. Workforce Certification Form attached herein.
11. If applicable, BlueCrest will provide a copy of its Equal Pay Certification as approved by the Minnesota Department of Human Rights. Equal Pay Application Form attached herein.

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be duly executed intending to be bound thereby.

1. PITNEY BOWES, INC.

The Original Contract Vendor certifies that the appropriate person(s) have executed this document on behalf of the Contract Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

By: 
Signature
 Arthur E. Adams, Jr.
Printed Name

Title: Director, Government Contract Compliance

Date: July 2, 2019

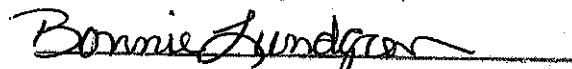
By: _____

Title: _____

Date: _____

3. OFFICE OF STATE PROCUREMENT

In accordance with Minn. Stat. §18C.03, Subd. 3.


By: 

Title: Acquisition Management Specialist

Date: 8/5/19

2. DMT SOLUTIONS GLOBAL CORPORATION, D/B/A BLUECREST

The Assigned Contract Vendor certifies that the appropriate person(s) have executed the Contract on behalf of the Contract Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

By: 
Signature
 Brian K Davis
Printed Name

Title: COO

Date: 7/3/2019

By: _____

Title: _____

Date: _____

4. COMMISSIONER OF ADMINISTRATION
 Or delegated representative.

By: Original signed

Date: AUG 05 2019

By Andy Doran

STATE OF MINNESOTA – WORKFORCE CERTIFICATE INFORMATION

Required by state law for ALL bids or proposals that could exceed \$100,000

Complete this form and return it with your bid or proposal. The State of Minnesota is under no obligation to delay proceeding with a contract until a company becomes compliant with the Workforce Certification requirements in Minn. Stat. §363A.36.

BOX A – COMPANIES that have employed more than 40 full-time employees WITHIN MINNESOTA on any single working day during the previous 12 months, check one option below:

- Attached is our current Workforce Certificate issued by the Minnesota Department of Human Rights (MDHR).
- Attached is confirmation that MDHR received our application for a Minnesota Workforce Certificate on _____ (date).

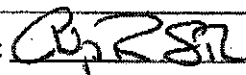
BOX B – NON-MINNESOTA COMPANIES that have employed more than 40 full-time employees on a single working day during the previous 12 months in the state where it has its primary place of business, check one option below:

- Attached is our current Workforce Certificate issued by MDHR.
- We certify we are in compliance with federal affirmative action requirements.

BOX C – EXEMPT COMPANIES that have not employed more than 40 full-time employees on a single working day in any state during the previous 12 months, check option below if applicable:

- We attest we are exempt. If our company is awarded a contract, upon request, we will submit to MDHR within 5 business days after the contract is fully signed, the names of our employees during the previous 12 months, the date of separation, if applicable, and the state in which the persons were employed. Send to compliance.MDHR@state.mn.us.

By signing this statement, I certify that the information provided is accurate and that I am authorized to sign on behalf of the company.

Name of Company: DMT Solutions Global Corporation Date: July 3, 2019
Authorized Signature:  Telephone number: 475-470-0299
Printed Name and Title: Christopher R Smith, General Counsel Email: christopher.smith@bluecrestinc.com

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services

Web: <http://mn.gov/mdhr/>

TC Metro: 651-539-1095

Toll Free: 800-657-3704

Email: compliance.mdhr@state.mn.us

TTY: 651-296-1283