	<b>Contract Amendment</b>		Arizona Department of Administration State Procurement Office 100 N. 15 <sup>th</sup> Avenue, Suite 402 Phoenix, AZ 85007
	Contract: ADSPO16-169897		
	APP Amendment #: 1	Date: 06/20/19	
	APP Contract Number: CTR042438		

## Mailing Equipment, Supplies and Maintenance

### *PITNEY BOWES*

1. In accordance with the NASPO ValuePoint Master Agreement Section 7.2-Uniform Term and Conditions, Paragraph 5.3 Assignment and Delegation

The above referenced contract shall be partially assigned to DMT Solutions Global Corporation, doing business as Bluecrest, effective June 21, 2019


2. The new partially assigned contract for Bluecrest is CTR044595

3. All other terms, conditions and provisions of this contract remain unchanged.

**ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED**

#### ACKNOWLEDGEMENT AND AUTHORIZATION

This amendment shall be fully executed upon the electronic approval in the State e-Procurement system by an authorized representative of the Contractor and applied to the contract in the State e-Procurement system by the Procurement Officer or delegate.

STATE OF ARIZONA 	<b>CONSENT TO ASSIGNMENT</b>	STATE OF ARIZONA
	<b>Contract No. ADSP016-169897</b>	<b>State Procurement Office</b> Department of Administration 100 N. 15th Avenue #201 Phoenix, Arizona 85007

Pitney Bowes Inc. hereinafter referred to as the "ASSIGNOR," hereby represents and warrants that the ASSIGNOR desires to assign a portion of Contract No. ADSP016-169897 for **Mailing Equipment, Supplies and Maintenance**, hereinafter the "CONTRACT" to DMT Solutions Global Corporation, doing business as BlueCrest, hereinafter referred to as the "ASSIGNEE". The products and services being assigned to ASSIGNOR are identified in Exhibit A attached hereto and made a part hereof.

ASSIGNOR warrants and represents ASSIGNOR has full right and authority to partially transfer the CONTRACT and the contract rights upon execution of this document.

THEREFORE, essential to the STATE consenting to the assignment of the CONTRACT from ASSIGNOR to ASSIGNEE, ASSIGNOR and ASSIGNEE represent, warrant, and agree with the STATE to the following statements:

1. ASSIGNEE represents and warrants that:
  - (a) it has read and understands the terms and conditions of the CONTRACT;
  - (b) it has thorough knowledge of all work performed by ASSIGNOR under the assigned portion of the CONTRACT; and
  - (c) the assigned portion of the CONTRACT can and shall be performed in a timely and satisfactory manner for the remaining Term of the CONTRACT.
2. ASSIGNOR warrants and represents that the CONTRACT is in full force and effect and is fully assignable.
3. ASSIGNOR and ASSIGNEE hereby acknowledge and agree with the STATE that upon the date of signatures that neither ASSIGNOR nor ASSIGNEE have basis for filing any claim against the STATE in connection with the CONTRACT; and that no event has occurred which itself constitutes or would in the future constitute a default under the terms of the CONTRACT.
4. ASSIGNEE understands and agrees that it shall assume and be responsible for all obligations of ASSIGNOR pertaining to the products and services identified in Exhibit A under the CONTRACT, including but not limited to those pertaining to the quality and workmanship of all work performed by ASSIGNOR, and shall fully warrant such work in accordance with the requirements of the CONTRACT.
5. ASSIGNOR hereby releases and discharges the STATE from any and all claims and liabilities relating to or arising out of the assigned portion of the CONTRACT on or before the effective date of this Assignment. Further, ASSIGNOR understands and agrees that this consent shall not relieve ASSIGNOR of any of the obligations to be observed and performed by ASSIGNOR under the CONTRACT and that this consent shall not be construed as a waiver or limitation of any right the STATE has or may have against ASSIGNOR, and all rights of the STATE under the CONTRACT and/or under the law are expressly reserved.

As witnessed below the ASSIGNOR and ASSIGNEE have executed this Agreement.

ASSIGNOR: Pitney Bowes Inc.

ASSIGNEE: DMT Solutions Global Corporation

TIN: 06-0495050

Taxpayer Identification Number as it appears on IRS Form W-9

TIN: 82 5520529

Taxpayer Identification Number as it appears on IRS Form W-9

By: 

Authorized Representative Signature

5/30/2019  
Date

Arthur E. Adams, Jr. Director Government Contract Compliance

Printed Name / Title

By: 

Authorized Representative Signature

5/30/19  
Date

Grant Miller, President & CEO

Printed Name / Title

Contract No. ADSP016-169897, solely as it relates to the products and services listed on Exhibit A, is without modification and remains on the terms contained and shall hereinafter be assigned Contract No. CTR044595. The STATE hereby consents to this Assignment, effective as of this 21st day of June, 2019.

**THE STATE OF ARIZONA**  
**DEPARTMENT OF ADMINISTRATION**  
**STATE PROCUREMENT OFFICE**

By: 

Rocky Advani

6-7-2019  
Date

Procurement Manager