



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **5**
 to
 Contract Number **18000000011**

CONTRACTOR	PITNEY BOWES INC
	3001 Summer St
	Stamford, CT 06926
	Russell Rodd
	860-680-3586
	russell.rodd@pb.com
	CV0001235

STATE	Program Manager	VARIOUS	SW
	Contract Administrator	Steven Motz	DTMB
		(517) 331-6086	
		motzs1@michigan.gov	

CONTRACT SUMMARY

POSTAGE AND MAIL EQUIPMENT			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 27, 2017	May 14, 2019	3 - 1 Year	May 14, 2020
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS
N/A

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	May 14, 2020
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$4,450,000.00	(\$850,000.00)	\$3,600,000.00		

DESCRIPTION

Effective October 25, 2019, please note the following:

- In accordance with Section 13 of Schedule A of State of Michigan Contract #17118000000011, and the [attached assignment agreement], the above referenced contract will be partially assigned to DMT Solutions Global Corporation, doing business as BlueCrest, effective October 25, 2019.
- The new partially assigned contract number for BlueCrest is 200000000084
- Section 4.8 Purchase Order Instructions will be deleted and replaced with the following:
 All orders under this PA for the DMT Product Line and related services are to be made out to and processed by BlueCrest and should contain the following (1) Mandatory Language "PO is subject to NASPO ValuePoint Master Agreement number ADSP016-169897" (2) Your Name, Address, Contact, & Phone-Number. The DMT Product Line includes without limitation the following product categories:
 - Inserters, Production
 - Folders-Inserters, Production

3. Pre-sorting Equipment, Production

4. Software License and Subscription - DMT

All other orders under this PA are to be made out to and processed by Pitney Bowes and should contain the following (1) Mandatory Language "PO is subject to NASPO ValuePoint Master Agreement number ADSPO16-169897" (2) Your Name, Address, Contact, & Phone-Number.

Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

4. Section 4.9 Price Agreement Number will be deleted and replaced with the following:

All purchase orders issued for the DMT Product Line and related services by Purchasing Entities within the jurisdiction of this Participating Addendum shall include the Participating State/Entity's contract number: 171 200000000084 and the Lead State price agreement number: ADSPO16-169897. The DMT Product Line includes without limitation the following product categories:

1. Inserters, Production

2. Folders-Inserters, Production

3. Pre-sorting Equipment, Production

4. Software License and Subscription - DMT

All other purchase orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include the Participating State/Entity's contract number: 171 180000000011 and the Lead State price agreement number: ADSPO16-169897.

6. This Contract is decreased by \$850,000 and reassigned to Contract 200000000084.

All other terms, conditions, specifications and pricing remain the same, per Contractor and Agency agreement and DTMB Central Procurement Services approval.

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DTMB	Tom Goodine	(517) 322-6469	goodinet@michigan.gov

FOR THE CONTRACTOR:

PITNEY BOWES INC

Company Name

Authorized Agent Signature

Arthur E. Adams, Jr.
Director, Government Contract Compliance

Authorized Agent (Print or Type)

October 23, 2019

Date

FOR THE STATE:

Signature

Steve Rigg, Sr. Category Analyst

Name and Title

DTMB Procurement

Agency

Date

10/23/19

Partial Assignment Agreement

Pitney Bowes Inc. (the "Assignor"), a Delaware Corporation having its principal office at 3001 Summer Street, Stamford, CT 06926; DMT Solutions Global Corporation doing business as BlueCrest (the "Assignee"), a Delaware Corporation having its principal office at 37 Executive Drive, Danbury, CT 06810; and the Michigan Department of Technology and Budget (the "State"), enter into this Partial Assignment Agreement ("Agreement") on this 25th day of October, 2019 (the "Effective Date"). The Assignor, the Assignee, and the State are collectively referred to as the "Parties."

WHEREAS, the State and Assignor are parties to the State of Michigan Contract No. 17118000000011 effective October 27, 2017 (the "Contract"), which is a participating addendum to the NASPO ValuePoint Master Agreement for Mailing Equipment, Supplies and Maintenance Contract No. ADSPO16-169897 ("NASPO Contract"), pursuant to which the State has contracted for mailroom equipment, supplies, and maintenance;

WHEREAS Assignor, Assignee, and the State of Arizona (the lead state for the NASPO Contract) entered into a partial assignment agreement effective June 21, 2019 to assign a portion of Assignor's interests, rights, responsibilities, duties, and other provisions under the NASPO Contract to Assignee (the "NASPO Contract Assignment");

WHEREAS on July 2, 2018, Assignor sold to Assignee a portion of its business interests, with respect to certain products and services;

WHEREAS, the business interests sold and assigned by Assignor to Assignee relate to the Pitney Bowes DMT Product Line and related services, (as described in tabs on the Attachment C-1 to the Contract including without limitation the following product categories: 1) Inserters – Production; 2) Folders-Inserters, Production; 3) Pre-sorting Equipment, Production; and 4) Software License and Subscription – DMT (collectively the "DMT Product Line")) along with Assignor's related interests, rights, responsibilities, duties, and other provisions under the Contract, with the products and services assigned further described in Exhibit A attached hereto and made a part hereof (collectively "Assigned Items");

WHEREAS, pursuant to Section 13 of Schedule A of the Contract, Assignor has requested the consent of the State to Assignor's assignment of all rights of Assignor to Assignee, and the assumption by Assignee of all obligations of Assignor, with respect to the Assigned Items only, under the terms of the Contract (the "Assigned Portion of the Contract"); and

WHEREAS, the State agrees to consent to the assignment of the Assigned Portion of the Contract subject to the terms and conditions set forth herein;

NOW THEREFORE, the Parties agree as follows:

1. Included in the term "Contract" are all modifications made under the terms of the Contract.
2. Effective upon the Effective Date, Assignor -assigns all its right, title, and interest, and delegates all its obligations, responsibilities, and duties in and to the Assigned Portion of the Contract to Assignee, and Assignee assumes all of Assignor's obligations, responsibilities, liabilities, and duties under the Assigned Portion of the Contract and accepts all of Assignor's right, title, and interest in and to the Assigned Portion of the Contract as if the Assignee were the original party to the Assigned Portion of the Contract.
3. The Assignee agrees to be bound by and to perform the Assigned Portion of the Contract in accordance with the terms and conditions contained in the Contract. The Assignee assumes all obligations and liabilities arising under the Assigned Portion of the Contract that accrue on or after the Effective Date as if the Assignee were the original party to the Contract. Assignee further assumes without change all obligations and liabilities of Assignor relating to any outstanding and unsatisfied obligations and liabilities of Assignor arising out of the Assigned Portion of the Contract

existing as of the Effective Date, including any obligations and liabilities under any purchase orders relating to the Assigned Portion of the Contract.

4. Assignee agrees to indemnify the State from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from Assignee's performance after assignment of the Assigned Portion of the Contract.
5. Effective upon the Effective Date, Assignor waives any claims and rights against the State that it now has or may have in the future in connection with the Assigned Portion of the Contract.
6. All payments and reimbursements previously made by the State to the Assignor, and all other previous actions taken by the State under the Assigned Portion of the Contract, shall be considered to have discharged those parts of the State's obligations under the Assigned Portion of the Contract.
7. The Assignor and the Assignee agree that the State is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the assignment to Assignee or this Agreement, other than those that the State, in the absence of the assignment or this Agreement, would have been obligated to pay or reimburse under the terms of the Contract.
8. Assignee represents and warrants that:
 - a. It is registered to do business in the State of Michigan and has all of the licenses required in order to provide the goods/services pursuant to the Assigned Portion of the Contract.
 - b. All certifications, representations and warranties in the Contract are true and accurate as to Assignee.
 - c. It is in a position to fully perform all obligations that may exist under the Assigned Portion of the Contract.
 - d. Neither it nor any of its affiliates are in litigation or other dispute with the State of Michigan or any Agency thereof or other affiliated body or political subdivision of the State of Michigan.
 - e. Neither it nor any of its affiliates have been debarred, suspended, or disqualified from bidding or contracting with any entity, including the State of Michigan.
 - f. It is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606.
9. Assignor will be relieved of only those obligations and liabilities which Assignee has assumed under the terms of Section 3 of this Agreement.
10. Assignor and Assignee represent and warrant that all information furnished and representations made in connection with this Agreement are true, accurate, and complete, and contain no false statements or omit any material fact that would make the information misleading.
11. This consent is given without prejudice to the State's rights under the Contract and is expressly limited to the partial assignment of the Contract to Assignee pursuant hereto, and shall not be deemed a consent to or authorization for any further or other assignment, in whole or in part, of the Contract. Nothing contained in this Agreement shall be construed as modifying, waiving, or affecting any of the provisions, covenants, or conditions for any of the State's rights or remedies under the Contract. The State in executing this Agreement, does not release Assignor from any claims or remedies it may have against Assignor under the Contract for events which took place prior to the Effective Date.
12. This Agreement shall not operate as a waiver of the prohibition against further assignments without the State's consent as provided in the Contract. Any attempt to further transfer the Contract without the consent of the State shall be void.
13. This Agreement may be amended or modified only by an instrument in writing signed by the State, Assignor, and Assignee. Any waiver shall be effective only for the specified purpose for which it is

given.

14. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart; provided, this Agreement shall not become effective prior to the State having received counterpart(s) hereof signed by all of the intended parties hereto.
15. This Agreement is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Agreement are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Agreement must be resolved in Michigan Court of Claims. Assignor and Assignee consent to venue in Ingham County, and waive any objections, such as lack of personal jurisdiction or *forum non conveniens*. Assignor and Assignee must appoint agents in Michigan to receive service of process.
16. If any provision of this Agreement shall be declared by any court of competent jurisdiction illegal, void or unenforceable (in whole or in part) for any reason, the remaining provisions of this Agreement shall not be affected, but shall remain in full force and effect.
17. The Contract shall remain in full force and effect, except as modified by this Agreement.
18. IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date by their duly authorized representatives.

Assignor	Assignee	The State
Amy R. Hare		
<hr/>	<hr/>	<hr/>
(Assignor-Please Print)	Susan Gabrielsen	Chelsea Lugibini
	(Assignee-Please Print)	(State-Please Print)
<hr/>	<hr/>	<hr/>
(Signature of Assignor)	(Signature of Assignee)	(Signature of State)
Director, Government Contracts	SVP North America Sales	Category Manager -
(Assignor-Title)	(Assignee-Title)	(State-Title)

DTMB Central
Procurement

Exhibit A

The products and services assigned are listed in the Microsoft Excel workbook "1561674911_NASPOVP_Price_Book_FY_2018_DMT_May_2019%20(1).xlsx" ("Price File") is located at: [https://s3-us-west-2.amazonaws.com/naspovaluepoint/1561674911_NASPOVP_Price_Book_FY_2018_DMT_May_2019%20\(1\).xlsx](https://s3-us-west-2.amazonaws.com/naspovaluepoint/1561674911_NASPOVP_Price_Book_FY_2018_DMT_May_2019%20(1).xlsx). This Price File is provided for reference purposes. The Price File may be amended by BlueCrest pursuant to the terms of the Assigned Portion of the Contract to reflect then current products, services and pricing. The current and future versions of the Price File may be accessed through the NASPO ValuePoint website at: <https://www.naspovaluepoint.org/portfolio/mailroom-equipment-supplies-and-maintenance-2017-2022/bluecrest/>.