

Department of

**MANAGEMENT
SERVICES**

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AMENDMENT NO.: 9

Contract Amendment

Contract No.: 600-000-11-1

Contract Name: Multifunction Products, Printers, Facsimile Equipment, Scanners,
Related Software, Supplies, and Services

This Amendment ("Amendment"), effective as of August 4, 2019, to the Multifunction Products, Printers, Facsimile Equipment, Scanners, Related Software, Supplies and Services Contract No. 600-000-11-1 ("Contract"), between the State of Florida, Department of Management Services ("Department") and Toshiba America Business Solutions, Inc. ("Contractor") are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract unless otherwise defined herein.

WHEREAS the Department awarded the above referenced Contract to Toshiba America Business Solutions, Inc. for the provisions of Multifunction Products, Printers, Facsimile Equipment, Scanners, Related Software, Supplies, and Services; and

WHEREAS the Parties agreed that the Contract may be amended by mutual agreement as provided in section 4.42 "Modification of Terms" of the Contract; and

WHEREAS, in accordance with Section 287.057(12), Florida Statutes, upon mutual agreement, the Department and the Contractor wish to extend the Contract for a period that may not exceed six (6) months.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt, and sufficiency of which are hereby acknowledged, the Parties agree to the following:

I. Contract Extension. The Contract shall be extended for an additional six (6) months, effective August 4, 2019, through February 3, 2020, unless cancelled or terminated as provided in the terms of the Contract.

II. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

III. Section 5.40, Contractor Certification, of the Contract is hereby deleted in its entirety and is replaced as follows:

Section 5.40 Scrutinized Companies – Termination by the Department

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.



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IV. Warrant of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

V. Effect. This Amendment is here by made a part of the Contract. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment sets forth the entire understanding between the parties with regard to this subject matter hereof.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

State of Florida:
Department of Management Services:

Contractor:
Toshiba America Business
Solutions, Inc.

By: _____
Name: David Clark
Title: Chief of Staff

By: _____
Name: Scott Maccabe
Title: President and CEO

Date: _____

Date: 07/30/2019