

NASPO VALUEPOINT MASTER AGREEMENT AMENDMENT

State Agency

Department of Personnel and Administration,
State Purchasing and Contracts Office
("State")

Contractor

Toshiba America Business Solutions, Inc.

Original Contract Number

188037

Amendment Contract Number

200487

Contract Performance Beginning Date

August 1, 2024

Current Contract Expiration Date

July 31, 2026

Contract Amendment Number: 3

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

CONTRACTOR

Toshiba America Business Solutions, Inc.

STATE OF COLORADO

Jared S. Polis, Governor
Department of Personnel and Administration
State Purchasing and Contracts Office
Tony Gherardini, Executive Director

DocuSigned by:

Larry White

By: Larry White President & CEO

DocuSigned by:

John Chapman

By: John Chapman, State Purchasing Manager

Date: 7/8/2025

Date: 7/9/2025

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

DocuSigned by:

Nathan Manley

By: Nathan Manley State Controller Delegate

Amendment Effective Date: 7/9/2025

In accordance with §24-30-202, C.R.S., this Amendment is not valid until signed and dated above by the State Controller or an authorized delegate.

1. PARTIES

This Amendment (the “Amendment”) to the State of Colorado Master Agreement shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Contractor, and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. AMENDMENT EFFECTIVE DATE

This Amendment shall not be valid or enforceable until its Effective Date. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date.

4. FACTUAL RECITALS

- A. The Parties entered into the Contract effective August 1, 2024, for the provision of Multi-Function Devices and Related Software, Services and Cloud Solutions, as set forth in Contract #188037.
- B. The Parties modified the Contract effective May 23, 2024, to revise a definition, as well as to revise language in Attachment 1, as set forth in Amendment #1, Contract #191680.
- C. The Parties modified the Contract effective July 30, 2024, to correct the Order of Precedence language in Amendment #1, as set forth in Amendment #2, Contract #193135.

5. PURPOSE

The purpose of this Amendment is to modify the Contract language to allow requests for price increases due to unforeseen economic circumstances.

6. MODIFICATIONS

The Contract, and all prior amendments thereto, if any, are modified as follows:

Section 6.1.5 shall now read as follows:

“Pricing shall remain firm during the first twelve (12) months of the Master Agreement (e.g. 8/1/2024 - 7/31/2025). Contractor may then update their pricing once per calendar year. All requested price increases must be sent to the Lead State and include documentation from Contractor which provides a detailed explanation for the increase.

While there will not be any restrictions regarding direct and indirect cost increases, it will be at the Lead State's sole discretion to determine if the requested increase has a direct correlation to the Deliverables being offered under the Master Agreement. Price increases shall be allowed for all Products and all Services, including rate and fee structures on maintenance plans. Notwithstanding the foregoing, a request for price increases due to unforeseen economic circumstances may also be submitted to the Lead State at any time. The Lead State will then review the merits of the request in collaboration with NASPO ValuePoint. It will then be at the Lead State's sole discretion to determine whether such price increases will be accepted."

7. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.