

**GUILFORD COUNTY CONTRACT NO. 108099-09/11-111, AMENDMENT NO. 3
TOSHIBA AMERICA BUSINESS SOLUTIONS, INC. (PROVIDER)**

STATE OF NORTH CAROLINA
GUILFORD COUNTY

THIS CONTRACT is hereby made, entered into, and effective as of this 1st day of July, 2016, by and between **GUILFORD COUNTY**, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "COUNTY," and **TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.** fka Toshiba Business Solutions (USA), Inc., hereinafter referred to as the "PROVIDER," and also collectively referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, the Parties entered into a CONTRACT on September 19, 2011, whereby the PROVIDER agreed to provide the following goods and/or service(s) to the COUNTY: **Multifunctional Photocopiers.**

WHEREAS, the initial Contract may be revised or amended with a written Contract Amendment executed by both Parties; and,

WHEREAS, the Parties now wish to amend the terms of the Contract by extending the Contract period from July 1, 2016, through June 30, 2017.

NOW, THEREFORE, the Parties mutually agree that, as of the effective date of this Amendment, the following changes are hereby made to the initial Contract as follows:

1. Contract Term. The effective period of this Contract for **Multifunctional Photocopiers** is hereby extended from July 1, 2016, through June 30, 2017, under the same terms and conditions as set forth in the initial Contract, as amended. All goods and/or services will be provided in a competent and professional manner acceptable to the COUNTY. This contract is the last amendment allowable under the Initial contract, as amended.

2. Goods and/or Services and Changes. The Parties hereby agree that the goods and/or services provided by the PROVIDER to the COUNTY hereunder will remain the same as included in the initial Contract, except as revised by written Contract Amendment executed by the Parties.

3. Pricing. As full consideration for the PROVIDER'S delivery of the goods and/or services, the COUNTY agrees to pay the amounts as listed in the initial Contract and as stated in this Contract Amendment, as applicable.

4. Payment. Although the COUNTY is not financially committed by this Contract to purchase any minimum amount of goods and/or services, the financial exposure to the COUNTY, and for this Amendment is not expected to exceed \$277,903.43, bringing the total amount not expected to exceed \$1,294,145.00, and in any event payment will be made only from budgeted funds in accordance with N.C. Gen. Stat. § 159.

Payment will be made to the PROVIDER by the COUNTY within thirty (30) days of receipt of a correct, itemized invoice and proper documentation that the goods and/or services have been delivered or provided in accordance with this Contract.

5. Appropriation. This Contract is subject to annual appropriation of funds by the Guilford County Board of Commissioners or other funding source, pursuant to N.C. Gen. Stat. §153A-13.

6. Termination. As stated in the initial Contract, either Party may terminate this Contract for any reason and without penalty, upon thirty (30) days written notice to the other Party. All goods and/or services provided and accepted as of the date of termination will be paid for; similarly, amounts paid in advance, if any, for which goods

