



6100 North 10th Street
Suite M
McAllen, Texas 78504
Phone (956)664-2113
Fax (956)618-1920
Toll Free (877) 385-8388

SALES CONTRACT

CUSTOMER ADDRESS		MACHINE ADDRESS	
Customer City of Mission		Contact Person Crissy Cantu - Edgar Chapa	
Mailing Address 1201 E. 8th St.		Physical Address 1201 E. 8th St.	
City, State, Zip Mission TX 78572		City, State, Zip Mission TX 78572	
Phone (956) 580-8667		Phone (956) 580-8667	
Facsimile (956) 580-8798		Facsimile (956) 580-8798	
LEASE INFORMATION		LEASE TYPE: <input checked="" type="checkbox"/> Fair Market Value <input type="checkbox"/> Dollar Buyout <input type="checkbox"/> 10% Buyout	
Equipment Monthly Amount \$1,593.33		Customer Purchase Order No.	
Lease Term In Months 56		Date February 12, 2025	
Leasing Company DIR Co-Term Lease		Terms Net 30	

Qty.	Description	Item No.	Unit Price	Extended Price
8	Konica Minolta bizhub C251i	ADXM013		\$0.00
4	DK-516 Copy Desk	135700		0.00
4	PC-416 Paper Feed Cabinet	AAV5019		0.00
8	FS-539 Staple Finisher	AAR4WY3		0.00
8	RU-513 Relay Unit	A87JWY5		0.00
3	PK-524 Hole Punch Kit	AC28W11		0.00
3	Konica Minolta bizhub 4020i	ACER011		0.00
11	Surge Protector			0.00
11	Bizhub Secure Platinum			0.00
Guaranteed Maintenance Agreement: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			Sub-Total \$0.00	
SPECIAL INSTRUCTIONS DIR-CPO-4439 1,154,888 monochrome prints 837,088 color prints included as a pool over term. (Please note at 60 month payment would be \$1,513.22) Tax ID #			Less Trade-In Allowance	
			Taxable Total 0.00	
			Sales Tax 0.00	
			Total 0.00	
			Less Cash Paid	
			Prices are Cash of Check, for Credit Card payment add 4% Balance Due \$0.00	
Sales Representative Martin Randall			Date Signed	
Legal Name of Customer			Customer Signature	

Warranty, Terms, and Conditions listed on back are part of this contract.

WARRANTY

At any time within 30 days from the delivery hereunder of the equipment specified herein, Total Imaging Solutions, Inc., will make, free of charge during ordinary business hours, all needed repairs thereto not necessitated by accident or abuse, or by damage arising from acts of third persons or any force of nature, provided that no repairs, alterations or additions have been made to such equipment except by Seller or its authorized representatives. After the first 30 days and for the manufacturer's warranty period, we will supply replacement parts for those parts found to be defective, plus the labor necessary to make such repairs.

TERMS & CONDITIONS

Title to said equipment shall remain in Total Imaging Solutions, Inc., hereafter called Seller until the purchase price is paid in full in cash. The above payment or payments shall be made to the office of the Seller, from which the undersigned receives an invoice covering said equipment. Upon full performance and observance by the undersigned of all the terms and conditions hereof, at the times specified therefore, the title to said goods shall, without any action on the part of the Seller, be transferred to and vested in the undersigned.

The particular equipment to be delivered hereunder shall be appropriated hereto by the Seller out of equipment of its manufacture fulfilling the specifications aforesaid, and when so appropriated the serial number (or other identification) thereof shall be by the Seller endorsed on the Seller's counterpart hereof and therefrom and thereafter this contract stand and continue as to the equipment so identified as though said number (or other identification) has been written herein at the time of the signing hereof by the Purchaser, and the Seller shall have authority to make endorsement on any counterpart intended for filing and recording in any public place.

The undersigned agrees to pay any and all taxes on said goods and to keep said good fully insured for the benefit of the Seller or assignee against loss or damage by fire or theft or other cause. Any tax in effect at the time of delivery hereunder based or measured by the proceeds of sales made by the Seller shall be added to the price herein specified.

The undersigned agrees that he will carefully keep said goods and will not encumber or dispose of them or permit them to be in any manner encumbered or taken by operation of law, and will not remove said goods or permit them to be moved from the present premises of the undersigned in the State, County, and/or City of delivery aforesaid without first obtaining the written consent of the Seller.

There are no understandings, agreements, representations or warranty, express or implied, not specified herein respecting this order or the goods above mentioned. All returns are subject to a twenty-five percent (25%) restocking fee.

The counterpart of this agreement, held by the Seller, shall be considered the original and shall be the binding agreement in case of variance in any particular between it and any other signed copy.

If the undersigned fails to make the aforesaid payment or payments in cash, or if the undersigned shall petition for reorganization under the bankruptcy act or be adjudicated a bankrupt, or if a receiver shall be appointed for the undersigned's business, or if the undersigned shall make an assignment for the benefit of creditors, or if the undersigned shall remove the equipment from his present premises without the written consent of the Seller, or should the undersigned violate any of the other covenants hereof, by him to be kept or performed, then the Seller either 1) may declare the entire remaining unpaid hereunder including interest at 12 percent (12%) per annum from date of invoice, to be immediately due and payable and elect to sue therefore, or 2) it may enter with or without legal process and using such force as may be necessary, into or upon the premises where said goods or any part thereof, may be, or is believed be, and take possession thereof, and thereafter hold the same absolutely free from all claims of the undersigned, and retain all payments made by the undersigned hereunder as and for a reasonable rental of said goods and for the use, wear and tear thereof, or as much thereof as may be permitted by law, and the undersigned for himself and his successors in interest hereby waives so far as is consistent with public policy, the benefits of any statutes of this State that may conflict with the conditions of this order or with any causes of action hereby given. Where action shall be taken hereunder by the Seller through an attorney or collection agency, the undersigned shall pay an attorneys or collection agency fee if any shall be permitted by the law of the place of such in the highest amount so permitted not exceeding twenty-five percent (25%) of the original purchase price hereunder.

This shall become a binding contract when (but not before) either (a) if it has been accepted by the Seller at its executive office, or (b) the equipment has been by the Seller delivered, or has left the Seller's place of business or delivery, to the Purchaser, with or without acceptance in writing hereon by local representative of the Seller. Notice of acceptance by the Seller is hereby waived by the undersigned Purchaser. The undersigned hereby acknowledges receipt of a true and complete copy of this instrument and acknowledges this is a binding contract.

LATE CHARGES AND CREDIT CARD FEES

A late payment charge will be applied on all balances 31 days or more past due. The rate is 6% annually. Balances 61 days past due will result in suspension of service and supplies. Balances exceeding 91 days past due will be processed for collection, including attorney/collection fees, as per contract terms and conditions.

****All transactions are based on cash payment. Credit card transactions will be subject to a 4% non-refundable card processing fee that will be included in the transaction, this fee is based on the amount paid. We accept Visa, Mastercard, Discover, & American Express.****

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Contract Number

DIR-CPO-4439Contract Start Date: **10/04/19** ⓘContract Term Date: **01/02/26** ⓘContract Expiration Date: **01/02/26** ⓘ

Vendor Information

Konica Minolta Business Solutions U.S.A., Inc.Vendor ID: **1131921089103**HUB Type: **Non HUB** ⓘRFO: **DIR-TSO-TMP-419**Contract Status: **Active****VENDOR CONTACT:**[Dan Shifflett](#) ⓘ

Phone: (703) 637-1516

[Vendor Website](#) ⓘ**DIR CONTACT:**[Jennifer Kim](#) ⓘ

Phone: (512) 475-4834

Contract Overview

Konica Minolta Business Solutions offers Konica Minolta, bizhub, Fujitsu, Kodak, and Dremel, hardware and related services for copiers, printers, scanners, and document management. Additional products and services include: lease and rental agreements and managed print services. This contract also offers Document Imaging Services and Enterprise Content Management products and services. Customers can purchase directly through this DIR contract or any of the Vendor's authorized resellers. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. Resellers are available on this contract. *DIR has exercised an extension for this Contract. This extension extends the contract through 1/2/2026.

Contract Details & Ordering Information

Products & Services



Products & Services

This contract offers the following products and services. Please contact the Vendor for the latest information.

- Document Management Services
- Lease Agreement - Printers Copiers Scanners - MFP
- Maintenance - Printers Copiers Scanners - MFP
- Managed Document Output
- Managed Document Output Services
- Multifunction
- Printers
- Printers Copiers Scanners - MFP - Peripherals
- Printers Copiers Scanners - MFP - Supplies
- Scanners

MORE INFORMATION

[Vendor Website](#) 

Visit this Vendor's website to view the latest product, service, and pricing information.

About File Formats

Some documents on this page are in the PDF format. Please download the [Adobe Reader](#) in order to view these documents.

Texas
Department of
Information
Resources

300 W. 15th Street
Suite 1300
Austin, TX 78701
512-475-4700

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Amendment Number 4
to
Contract Number DIR-CPO-4439
between
State of Texas, acting by and through the Department of Information Resources
and
Konica Minolta Business Solutions U.S.A., Inc.

This Amendment Number **4** to **Contract** Number **DIR-CPO-4439** ("**Contract**") is between the Department of Information Resources (hereinafter "**DIR**") and Konica Minolta Business Solutions U.S.A., Inc. (hereinafter "**Vendor**"). DIR and Vendor agree to modify the terms and conditions of the **Contract** as follows:

1. **Contract, Section 2. Term of Contract** is hereby amended as follows:

DIR and Vendor hereby agree to extend the term of the Contract for 365 days through January 02, 2026, or until terminated pursuant to the termination clauses contained in this Contract.

All other terms and conditions of the Contract, not expressly amended herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment 4, and then Amendment 3, and then Amendment 2, and then Amendment 1, and then the Contract.

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IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature, but in all events, no later than 1/02/2025.

Konica Minolta Business Solutions U.S.A., Inc.

Authorized By: Signature on File

Name: Kristen McKenna

Title: Director, Government Contracts

Date: 12/30/2024 | 10:53 AM EST

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Lisa Massock

Title: Chief Procurement Officer

Date: 1/7/2025 | 8:44 AM CST

Office of General Counsel: Signature on File 1/6/2025 | 9:07 AM CST

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
CONTRACT FOR PRODUCTS AND RELATED SERVICES
Konica Minolta Business Solutions U.S.A., Inc.

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Konica Minolta Business Solutions U.S.A., Inc. (hereinafter "Vendor"), with its principal place of business at 100 Williams Drive, Ramsey, NJ 07446.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-419, on 12/12/2018, for Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-419 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Master Operating Lease Agreement; Appendix E, Master Lease Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. For Lease transactions under this Contract the order of precedence shall be as follows: this Contract; Appendix D, Master Operating Lease Agreement; Appendix E, Master Lease Agreement, as applicable depending on the type of lease; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing lease transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Exhibit 1, and finally Exhibit 2. In the event of a conflict between the documents listed in this paragraph related to lease transactions, the controlling document shall be this Contract, then Appendix D or

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Appendix E, depending on the type of lease transaction, then Appendix A, then Appendix B, then Appendix C, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with one (1) optional two-year renewal and one (1) optional one-year renewal. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three-quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.00.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to

Vendor Contract No. _____

Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Kelly A Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov

If sent to the Vendor:

Desiree Mendro
Konica Minolta Business Solutions U.S.A., Inc.
1595 Spring Hill Drive, Suite 410
Vienna, VA 22182
Phone: (703) 637-1527
Facsimile: (703) 506-1257
Email: statebids@kmbs.konicaminolta.us

7. Leasing Agreements

A. Master Operating Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Operating Lease Agreement in Appendix D of this Contract for Lessees that are Texas State Agencies or otherwise authorized to conduct lease transactions through DIR contracts.

B. Master Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Lease Agreement in Appendix E of this Contract for DIR authorized entities as Lessees that are not Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions. Texas State Agencies that have the requisite capital authority and who are not required to utilize such authority via the Texas Public Finance Authority may or may not be eligible to utilize the Master Lease Agreement; each such agency must confer with its own counsel to make this determination.

C. Conflicting or Additional Terms

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

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In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not [without prior written agreement from Customer's authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer or Publisher.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

A. Section 5 Intellectual Property Matters. A. Definitions, 1. Work Product, is hereby replaced in its entirety:

A. Definitions:

1) The parties do not anticipate that any intellectual property will be created as a result of this contract since this is not a work for hire contract. However, in any case that intellectual property is created, the following terms shall apply:

"Work Product" means any and all deliverables produced by Vendor solely and exclusively for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract by Vendor solely and exclusively for Customer pursuant to this Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer

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software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived solely and exclusively for the use or benefit of Customer in connection with this Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Vendor personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

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Vendor Contract No. _____

This Contract is executed to be effective as of the date of last signature.

Konica Minolta Business Solutions U.S.A., Inc.

Authorized By: Signature on File

Name: Jack Dixon

Title: Contracts Manager

Date: 10/02/2019

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 10/04/2019

Office of General Counsel: Signature on File: 10/04/2019