

LEE COUNTY SHERIFF'S OFFICE  
MULTI-COPIER  
RFP# 2017-01

THIS CONTRACT is made this 29th day of November, 2017 by and between Sheriff Mike Scott, in his official capacity as Sheriff for Lee County, Florida, on behalf of the Lee County Sheriff's Office, whose principal address is 14750 Six Mile Cypress Fort Myers, Florida 33912, hereinafter called "SHERIFF'S OFFICE", and JM TODD, INC, doing business as a corporation, whose principal place of business is 12670 McGregor Blvd, Fort Myers, FL 33919, hereinafter called "CONTRACTOR".

WITNESSETH: For and in consideration of the payments and agreements mentioned hereinafter:

1. CONTRACTOR will provide MULTI-COPIER LEASES in accordance with the Contract Documents.
2. CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the services described in the Contract Documents. Time is of the essence in the performance of this Contract.
3. CONTRACTOR will commence work as required by the CONTRACT DOCUMENTS for the performance of RFP# 2017-01 Multi-Copier Leases.
4. CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the following prices listed on the CONTRACTOR'S Official Bid Proposal Form, attached hereto as Exhibit A, during the term of the contract.
5. The term of the contract to be awarded as a result of this bid shall be for 5 years starting upon SHERIFF'S OFFICE approval and a fully executed contract and may be renewed for a period that may not exceed 3 years, or the term of the original contract, whichever period is longer at the unit price(s).

The Sheriff or his designee shall have the authority to approve and execute any authorized contract amendments or renewals of this agreement.

However, CONTRACTOR has the option to terminate the Contract on a yearly basis by giving written notice of the termination within 120 days prior to the end of each year in the five-year term, including any renewal term. Upon termination, CONTRACTOR shall be paid in full for all outstanding monies due for work performed pursuant to this Contract.

6. This Contract may be terminated by SHERIFF'S OFFICE for its convenience upon thirty (30) days prior written notice to CONTRACTOR. In the event of termination, CONTRACTOR shall be paid as compensation in full for work performed to the day of such termination, an amount prorated in accordance with the work substantially performed under this Contract. Such amount shall be paid by SHERIFF'S OFFICE after inspection of the work to determine the extent of performance under this Contract, whether completed or in progress.
7. The Term "Contract Documents" shall include this Contract, addenda, Contractor's Bid except when it conflicts with any other contractual provision, the Notice to Proceed, Certificates, and the Bid Package prepared and issued by SHERIFF'S OFFICE. In the event of conflict between any provision of any other document referenced herein as part of the contract and this Contract, the terms of this Contract shall control.


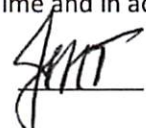
JH JMT Initials

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8. **Assignment:** This Contract may not be assigned except with the written consent of SHERIFF'S OFFICE, and if so assigned, shall extend and be binding upon the successors and assigns of CONTRACTOR.
9. **Disclosures:** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other compensation contingent upon or resulting from the award or making of the contract.
10. **Administration of Contract:** The Executive Director, or his representative, shall administer this Contract for SHERIFF'S OFFICE.
11. **Governing Law:** The validity, construction and effect of this Contract shall be governed by the laws of the State of Florida. All claim and/or dispute resolution under this Agreement, whether by mediation, arbitration, litigation, or other method of dispute resolution, shall take place in Lee County, Florida. More specifically, any litigation between the parties to this Agreement shall be conducted in the Twentieth Judicial Circuit, in and for Lee County, Florida. In the event of any litigation arising out this Contract, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees.
12. **Amendments:** No Amendments or variation of the terms or conditions of this Contract shall be valid unless in writing and signed by the parties.
13. **Payments:** SHERIFF'S OFFICE shall make payment and CONTRACTOR shall be in receipt of all sums properly invoiced within thirty (30) days of SHERIFF'S OFFICE receipt of such invoice unless, within a fifteen (15) day period, SHERIFF'S OFFICE notifies CONTRACTOR in writing of its objection to the amount of such invoice, together with SHERIFF'S OFFICE'S determination of the proper amount of such invoice. SHERIFF'S OFFICE shall pay any undisputed portion of such invoice within such thirty (30) day period. If SHERIFF'S OFFICE shall give such notice to the CONTRACTOR within such fifteen (15) day period, such dispute over the proper amount of such invoice shall be resolved, and after final resolution of such dispute, SHERIFF'S OFFICE shall promptly pay CONTRACTOR the amount so determined, less any amounts previously paid by SHERIFF'S OFFICE with respect to such invoice. In the event it is determined that SHERIFF'S OFFICE has overpaid such invoice, CONTRACTOR shall promptly credit SHERIFF'S OFFICE the amount of such overpayment.
14. **Contractor's Representations:** In order to induce SHERIFF'S OFFICE to enter into the Contract, CONTRACTOR makes the following representations:

CONTRACTOR has been familiarized with the Contract Documents and the nature and extent of the work required to be performed, locality, local conditions, and Federal, State, and Local laws, ordinances, rules and regulations that in any manner may affect costs, progress or performance of the work.

CONTRACTOR has made or caused to be made examinations, investigations and tests and studies as deemed necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance

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with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

CONTRACTOR has given SHERIFF'S OFFICE written notice of all conflicts, errors or discrepancies that have been discovered in the CONTRACT DOCUMENTS and the written resolution thereof by SHERIFF'S OFFICE is acceptable to CONTRACTOR.

15. **Indemnity:** To the extent permitted by law (F.S. 768.28), the CONTRACTOR shall indemnify and hold harmless SHERIFF'S OFFICE, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR and any persons employed or utilized by CONTRACTOR in the performance of this Contract. Nothing in this Contract or any attachments, exhibits, amendments, addendums or any other document related to this Contract is intended nor shall it be construed or interpreted to waive or modify the Sheriff's Office immunities and limitations on liability provided for in Florida Statutes section 768.28 as now worded or as may hereafter be amended and the strict financial limitations set forth therein.
16. **Damage Liability:** The awarded CONTRACTOR shall be responsible for all claims filed for damage to private property, windows, screen enclosures, real estate signs, etc. Additionally, CONTRACTOR shall be responsible for damage to all public property or utility property, fire hydrants, catch basins, guy wires, telephone pedestals, etc. Copies of all damage claims shall be submitted to the Procurement Division.
17. **Invalid Provision:** The invalidity or unenforceability of any particular provision of this contract shall not affect the other provisions hereof, and the Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
18. **Record Keeping:** The awarded bidder shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles, and SHERIFF'S OFFICE reserves the right to determine the record-keeping method in the event of non-conformity. If a Public Construction Bond is required, records shall be maintained for ten (10) years, after final payment has been made and shall be readily available to SHERIFF'S OFFICE personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

Records of CONTRACTOR'S personnel, sub-consultants, and the costs pertaining to the Project shall be kept in accordance with generally accepted accounting practices.

CONTRACTOR shall keep full and detailed accounts and financial records pertaining to the provision of services for SHERIFF'S OFFICE. Prior to commencing work, CONTRACTOR shall review with and obtain SHERIFF'S OFFICE approval of the accounting procedures and records to be utilized by CONTRACTOR on the Project.

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CONTRACTOR shall preserve the aforementioned Project records for a period of ten (10) years after final payment, or for such longer period as may be required by law.



19. **Public Records:** SHERIFF'S OFFICE is a public agency subject to Chapter 119, Florida Statutes. CONTRACTOR shall comply with Florida's Public Records Law. Specifically, CONTRACTOR shall:
- Keep and maintain public records that ordinarily and necessarily would be required by SHERIFF'S OFFICE in order to perform the service;
  - Provide the public with access to such public records on the same terms and conditions that SHERIFF'S OFFICE would provide the records and at a cost that does not exceed that provided in Chapter 119, FS, or as otherwise provided by law;
  - Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law;
  - Meet all requirements for retaining public records and transfer to SHERIFF'S OFFICE, at no cost, all public records in possession of CONTRACTOR upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to SHERIFF'S OFFICE in a format that is compatible with the information technology systems of the agency.

The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and SHERIFF'S OFFICE shall enforce the Default.

**CONTRACTOR may contact the individual who is the Records Custodian for the Sheriff's Office concerning any questions regarding duties related to Public Records and requests for the same:**

**Cherrie McAbee  
Director, Central Records  
(239) 477-1369  
[CMcAbee@sheriffleefl.org](mailto:CMcAbee@sheriffleefl.org)  
14750 Six Mile Cypress Parkway  
Fort Myers, FL 33912**

20. **Insurance:** Unless otherwise specified, CONTRACTOR shall, at its own expense, carry and maintain the following minimum insurance coverage, as well as any insurance coverage required by law:
- A. Workers Compensation Insurance with limits that comply with statutory requirements and Employer's Liability Insurance with a lower limit of \$1,000,000 per occurrence, including, without limitation, coverage for Occupational Diseases, to provide for the payment of benefits to its employees employed on or in connection with the Work covered by this Agreement and/or to their dependents.
  - B. Broad Form Commercial General Liability Insurance (on an occurrence basis), with a minimum combined single limit for Bodily Injury, including Death, of \$1,000,000 per occurrence and for Property Damage of at least \$1,000,000 per occurrence.

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- C. Business Auto Liability Insurance with minimum Bodily Injury and Death Limit per accident of \$1,000,000 and a minimum Property Damage Limit per accident of \$1,000,000.
  - D. CONTRACTOR shall require its subcontractors to provide for such benefits and carry and maintain the foregoing types of insurance at no expense to SHERIFF'S OFFICE.
  - E. SHERIFF'S OFFICE shall be named as an "Additional Insured" under CONTRACTOR'S General Liability Insurance Policy with respect to the services performed by CONTRACTOR or by the OWNER.
  - F. Prior to commencing any Work under this Agreement, CONTRACTOR shall submit to SHERIFF'S OFFICE a certificate or certificates of Insurance evidencing that such benefits have been provided, and that such insurance is being carried and maintained. Such certificates shall stipulate that the insurance will not be cancelled or materially changed without thirty (30) days prior written notice by certified mail to SHERIFF'S OFFICE and shall also specify the date such benefits and insurance expire. CONTRACTOR agrees that such benefits shall be provided and such insurance carried and maintained until the Work has been completed and accepted by SHERIFF'S OFFICE.
  - G. Such benefits and such coverage as are required herein, or in any other document to be considered a part hereof, shall not be deemed to limit CONTRACTOR'S liability under this Agreement.
21. **Unauthorized Aliens:** The employment of unauthorized aliens by any contractor is considered a violation of Section 274A€ of the Immigration and Nationality Act. If CONTRACTOR knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any contract resulting from this solicitation. This applies to any sub-contractors used by CONTRACTOR as well.
22. **Risk of Loss:** CONTRACTOR shall bear the risk of loss from any casualty to any products and goods, regardless of the cause, during the transportation and delivery of the goods to LCSO.
23. **Criminal History:** CONTRACTOR represents that its principal owners, partners, corporate officers, and employees do not have any past felony criminal convictions or any pending criminal charges. CONTRACTOR has disclosed all such convictions or pending criminal charges to SHERIFF'S OFFICE and further agrees to disclose any future convictions or pending criminal charges.
- CONTRACTOR's employees, agents, servants or representatives directly performing services for CONTRACTOR pursuant to this contract may be subject to a background screening conducted by SHERIFF'S OFFICE prior to performing such services.
24. **Contractor's Staff:** SHERIFF'S OFFICE reserves the right to approve or reject, for any reason, CONTRACTOR'S staff providing services pursuant to this Contract at any time. CONTRACTOR will maintain the continuity of the staff assigned to provide services pursuant to this Contract throughout the term of this contract. CONTRACTOR agrees to defend, hold harmless and indemnify SHERIFF'S OFFICE and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against SHERIFF'S OFFICE, occurring on account of, arising from or in connection with the removal and replacement of any staff performing services hereunder at the request of SHERIFF'S OFFICE. Removal and replacement of any staff shall not require the termination and or demotion of such staff.
25. **Subcontractors:** CONTRACTOR may not delegate or subcontract the performance of any of its obligations set forth herein without the prior written approval of SHERIFF'S OFFICE. Prior to entering into any subcontract,

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CONTRACTOR will provide written notice to SHERIFF'S OFFICE identifying the name of the proposed subcontractor, the portion of the work which the subcontractor is to do, the place of business of such subcontractor, and such other information as may be required by SHERIFF'S OFFICE.

CONTRACTOR shall be fully responsible for all acts and omissions of its subcontractors and of persons directly or indirectly employed by its subcontractors to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create any contractual relationship between any subcontractor and SHERIFF'S OFFICE or any obligation on the part of SHERIFF'S OFFICE to pay or to see the payment of any monies due any subcontractor.

The provisions of this Contract will apply to any subcontractors and their officers, agents and employees performing services pursuant to this contract as if it and they were employees of CONTRACTOR, and CONTRACTOR will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and omissions of any subcontractor, its officers, agents, and employees, as if they were employees of CONTRACTOR.

CONTRACTOR will obligate its subcontractors to the same terms and conditions as set forth herein.

SHERIFF'S OFFICE shall have the right to withdraw its consent of any subcontract if it appears to SHERIFF'S OFFICE that the subcontract will delay, prevent, or otherwise impair the performance of CONTRACTOR'S obligations under this contract. CONTRACTOR shall furnish to SHERIFF'S OFFICE copies of all subcontracts.

26. **Press Release or Other Public Communication:** Without written consent of SHERIFF'S OFFICE, CONTRACTOR shall not:
- Issue or permit to be issued any press release, advertisement or literature of any kind which refers to SHERIFF'S OFFICE, or the work being performed hereunder, unless CONTRACTOR first obtains the written approval of SHERIFF'S OFFICE; and
  - CONTRACTOR and its employees, agents, representatives, subcontractors and suppliers will not represent, directly or indirectly, that any of CONTRACTOR's products, goods or services have been approved or endorsed by SHERIFF'S OFFICE.
27. **Relationship of Parties:** Nothing in this Contract is intended nor shall it be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing either party to exercise control or direction over the manner or method by which the other performs hereunder. No party shall have nor exercise any control or direction over the methods by which the other shall perform its work and functions other than as provided in the Contract. No party shall have the authority to bind the other or otherwise incur liability on behalf of the other, unless otherwise agreed to in writing between the parties.
28. **Security Access:** Subject to reasonable security protocols, applicable laws, and SHERIFF'S OFFICE policies, CONTRACTOR acknowledges that all access, including electronic access, to SHERIFF'S OFFICE facilities requires a SHERIFF'S OFFICE designated escort, or for unescorted access, CONTRACTOR personnel will have to complete a national agency based fingerprint background check and security awareness training at no cost to the Sheriff's Office.

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29. **Entire Agreement:** This Contract constitutes the entire and exclusive agreement between the parties and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements, whether written or verbal.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials this Contract in ONE counterpart which shall be deemed an original on the date last signed as below written:

WITNESS SHERIFF'S OFFICE:

Signature: *Stelley Travis*  
Typed Name: Stelley Travis  
Title: manager  
Date: 12/12/17

LEE COUNTY SHERIFF'S OFFICE, LEE COUNTY, FL

Signature: *[Signature]*  
Typed Name: JOHN HOLLOWAY  
Title: CHIEF  
Date: 12/12/17

LEE COUNTY SHERIFF'S OFFICE, LEGAL REVIEW

Signature: *[Signature]* Andrew Bokan  
Date: 12/12/17

WITNESS CONTRACTOR:

Signature: *Trisha Yates*  
Typed Name: Trisha Yates  
Title: Administrative Assistant  
Date: 11/29/17

JM TODD, INC.

Signature: *James M. Todd*  
Typed Name: James M. Todd  
Title: President  
Date: 11/29/17



JM TODD  
COPIER LEASE SCHEDULE

DIV #	DIVISION NAME	START DATE	MOS	TOTAL	EQUIPMENT	
10201	ACCREDITATION	NOVEMBER	\$ 148.76	10	\$ 1,487.60	SAVIN MPC3004EX
50104	COURT OPS	DECEMBER	\$148.76	9	\$ 1,338.84	SAVIN MPC3004EX
30803	COM RELATIONS	JANUARY	\$148.76	8	\$ 1,190.08	SAVIN MPC3004EX
40004	JAIL JUVENILE	FEBRUARY	\$148.76	7	\$ 1,041.32	SAVIN M C3004EX
80708	ECU	FEBRUARY	\$156.82	7	\$ 1,097.74	SAVIN MPC4504EX
50104	COURT OPS	MARCH	\$375.55	6	\$ 2,253.30	SAVIN MPC6503
80208	SIVAN	MARCH	\$ 148.76	6	\$ 892.56	SAVIN MPC3004EX
80108	MAJOR CRIMES	APRIL	\$ 156.82	5	\$ 784.10	SAVIN MPC4504EX
30603	CIVIL	APRIL	\$ 148.76	5	\$ 743.80	SAVIN MPC3004EX
30103	DATA INT/RECORDS	APRIL	\$ 115.06	5	\$ 575.30	SAVIN MPC2504EX
30103	RECORDS/WARRANTS	APRIL	\$ 136.08	5	\$ 680.40	SAVIN MPC3504EX
40106	CORE CLASSIFICATIONS	APRIL	\$ 136.08	5	\$ 680.40	SAVIN MPC3504EX
80208	GANGS	MAY	\$ 148.76	4	\$ 595.04	SAVIN MPC3004EX
10301	P & R	JUNE	\$ 148.76	3	\$ 446.28	SAVIN MPC3004EX
73007	EAST	JUNE	\$ 148.76	3	\$ 446.28	SAVIN MPC3004EX
20102	HR	JULY	\$ 150.82	2	\$ 301.64	SAVIN MPC4504EX



