

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: 2010-045

1. Requested Motion:

Meeting Date: April 5, 2010

Approve a lease for a Savin C7570 digital color copier/printer/scanner using the Lee County copier contract.

Why the action is necessary:

The lease on the existing enterprise copier expires this month. The cost for a new lease is approximately \$27,000.00 for the 5-year period, an expenditure amount which requires Council approval.

What the action accomplishes:

Obtains required office equipment at competitively negotiated rates while reducing current costs by nearly 50% and avoiding Staff investment in developing and vetting a competitive procurement.

2. Agenda:

- Consent
 Administrative

3. Requirement/Purpose:

- Resolution
 Ordinance
 Other

4. Submitter of Information:

- Council
 Town Staff
 Town Attorney

5. Background:

The Town's lease on the current copier/printer/scanner expires in April, 2010. The Town's purchasing policy allows the Town to "piggy back" on contracts that have been competitively bid by other local governments. In December 2008 Lee County solicited bids for "The Annual Lease and Purchase of Copier Machines, #Q-080397". The contract is favorable to the Town. The Town anticipates reducing costs approximately 50% in lease, toner, and maintenance expenses as compared to the current contract. The current budget includes a line item under general services for \$24,500.

Attached are copies of the Lee County contract, and the quote from JM Todd for the Savin C7570 copier. The quote includes a stand alone black and white printer at no cost to the Town, with the option to purchase an \$800 network card to enable remote printing and scanning.

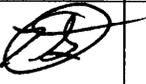
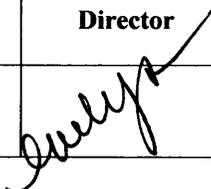
6. Alternative Action:

Purchase the current copier when its lease ends, however it has proven to be grossly unreliable and very expensive to operate and maintain.

7. Management Recommendations:

Approve a lease for a new enterprise copier/printer/scanner using the Lee County copier contract.

8. Recommended Approval:

Town Manager	Town Attorney	Finance Director	Public Works Director	Community Development Director	Cultural Resources Director	Town Clerk
						

9. Council Action:

- Approved Denied Deferred Other

J.M. TODD, INC.
 12670 McGREGOR BLVD.
 FORT MYERS, FL 33919
 Telephone (239) 454-4445
 Facsimile (239) 454-4448

Proposal

Proposal Date: 3/16/2010
 Proposal Number: 17515
 Terms: Net

Bill To:

Town of Fort Myers Beach
 2523 Estero Boulevard
 Fort Myers Beach, FL 33931

Ship To:

Town of Fort Myers Beach
 2523 Estero Boulevard

Fort Myers Beach, FL 33931

Attn: Pam * Lois-

Customer Telephone: (239) 765-0202
 Customer Facsimile: (239) 765-0591

Attn: Susan Malay *

Location Telephone: (239) 765-0202
 Location Facsimile: (239) 765-0591

Product Code	Qty	Description	Retail Guide	Unit Price	Ext Price
c7570	1	Savin Digital Color(see Bid080397) 75 pages per minute black /70 color 3400 sheet paper supply/bypass Document feeder/duplex/sheet insertion network print scan		\$14,500.00	\$14,500.00
	1	sr 5000 100 sheet finisher		\$3,385.50	\$3,385.50
	1	2 or 3 hole punch pu5000		\$533.75	\$533.75
	1	Rt4000 lct 2,000 sheets up to 12"x18" 110lb		\$2,775.50	\$2,775.50
	1	tab sheet holder (in tray 2 or 3)		\$27.45	\$27.45

Non Taxable Items

Maintenance: .0059 black and .047 color per copy
 Includes all parts labor and toner

Notes:

Trade In Details
 Leasing Details

Warranty	Meter	P. O. Number	Sales Person	Sub Total	Sales Tax	Total
			Rodney Todd	\$21,222.20	\$0.00	\$21,222.20

Savin * C7570

Sub Total: \$21,222.20
 Sales Tax: \$0.00
 Total Amount: \$21,222.20

Thank You For Considering J.M. TODD, INC.

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12670 MCGREGOR BLVD.
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Available Leasing Options

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Location Telephone: (239) 765-0202
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Lease Company: lee
Lease Type: fmv
Lease Amount: \$21,222.20

Lease Term: Payment

36 Month Lease \$606.95

60 Month Lease \$449.91

* All Rates Are Plus Sales Tax (If Applicable)

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 FORT MYERS, FL 33919
 Telephone (239) 454-4445
 Facsimile (239) 454-4448

Proposal

Proposal Date: 3/16/2010
 Proposal Number: 17516
 Terms: Net

Bill To:

Town of Fort Myers Beach
 2523 Estero Boulevard
 Fort Myers Beach, FL 33931

Ship To:

Town of Fort Myers Beach
 2523 Estero Boulevard

Fort Myers Beach, FL 33931

Attn: Pam * Lois-

Customer Telephone: (239) 765-0202
 Customer Facsimile: (239) 765-0591

Attn: Susan Malay *

Location Telephone: (239) 765-0202
 Location Facsimile: (239) 765-0591

Product Code	Qty	Description	Retail Guide	Unit Price	Ext Price
8035e	1	Savin Digital Copier(refurb)(included w/c7570 lease) 35 pages per minute 2 x 500 sheet drawers/bypass duplex document feeder stapler finisher		\$0.00	\$0.00
	1	network print scan and fax cabinet		\$800.00	\$800.00

Non Taxable Items

Maintenance: .008 per page
 Includes all parts labor and toner

Notes:

Trade In Details
 Leasing Details

Warranty

Meter

P. O. Number

Sales Person
 Rodney Todd

Sub Total

Sales Tax

Total

\$800.00	\$0.00	\$800.00
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Savin * 8035e

Sub Total: \$800.00
 Sales Tax: \$0.00
 Total Amount: \$800.00

Thank You For Considering J.M. TODD, INC.

PURCHASING AGREEMENT

This Agreement, made and entered into this 2nd day of Dec., in the year 2008, by and between LEE COUNTY, a political subdivision and chartered county of the STATE OF FLORIDA, acting by and through its BOARD OF COUNTY COMMISSIONERS, the governing body thereof, hereinafter referred to as "County", and JM Todd, Inc., hereinafter referred to as "Vendor".

WITNESSTH: That the parties hereto, for the consideration herein set forth mutually agree as follows:

Article 1. SCOPE OF WORK: The Vendor shall provide all labor, services, materials, and equipment and perform all the necessary work in the manner and form provided by the Contract Documents for the performance of:

Q-080397 – THE ANNUAL LEASE & PURCHASE OF COPIER MACHINES

Article 2. CONTRACT SUM: The County shall pay to the Vendor, for the faithful performance of the terms as specified in the Purchasing Agreement, in lawful money of the United States of America, and subject to the additions and deductions as provided in the Contract Documents, total sum as follows:

Based on the agreed upon prices shown in Formal Quote No.: Q-080397 previously submitted to the County, a copy of said Quote being a part of this Agreement.

Article 3. PAYMENTS: If during the progress of the work or furnishing of services it appears that the Vendor's bills for the materials and labor are not being paid, the County shall have the right to withhold from the Vendor's monthly payments sufficient sums to protect itself against all losses from possible liens, and to apply the said sums to the payment of such debts. Payments of monthly estimates are agreed not to be admission by the County that the work is done or that its quality or quantity is satisfactory; final acceptance shall occur only with final payment. Before the final payment is made, the Vendor shall show to the County satisfactory evidence that all just liens or claims for payment from all persons supplying the Vendor labor, material and supplies used directly or indirectly by the Vendor or any subcontractor or subcontractors of the Vendor in the prosecution of the work are fully satisfied, and that there are no liens, claims and demands resulting from the Vendor's performance. The County shall have the right to withhold up to ten (10%) percent of each progress payment which shall be due and payable to the Vendor upon final completion of the work.

Should the Vendor fail to complete the work within the time limit, no partial estimate will be rendered and no payments will be made after the date established for completion except as follows:

1. If a Surety Bond was furnished, the Vendor shall deliver to the County's Agent the written consent of the Vendor's Surety covering every such partial payment permitting such payment to be made without affecting the validity of the Bond.
2. If a Cash Bond was furnished, the County's Agent will examine the conditions relating to the delay, also the amount and nature of the work remaining to be completed and his decision will determine whether partial payments will continue to be made or withheld.

The validity of the Bond shall in no way be affected regardless of which course of action is taken.

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Article 4. This Purchasing Agreement shall be in effect from the period commencing the 2nd day of December, 2008 up to and including the 1st day of December, 2013.

Article 5. FAILURE TO COMPLETE THE WORK ON TIME: The time limit for the completion of all work under this Purchasing Agreement shall be as set forth in the Proposal. The dates fixing this period upon the calendar shall be as established and stated in the "NOTICE TO PROCEED" from the Purchasing Agent. After commencement of work for this Agreement, it shall be pushed with proper dispatch toward completion, to the satisfaction of the County and shall be fully completed within the time limit if so established. It is understood and agreed that the time limit for completion of said work is the essence of this Agreement and, should the party of the second part fail to complete the work within the time limit, it is agreed that for each calendar day that any work provided for in these plans or specifications shall remain incomplete after the time limit has expired, including any official extension of time limit, the sum per day given in the following schedule shall be deducted from monies due this Vendor, not as a penalty, but as liquidated damages and added expense for supervision.

Amount of Liquidated Damages per day: NOT APPLICABLE

The Vendor shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, and shall not plead his want or knowledge of said contingent work as an excuse for delay in his work, or for its nonperformance.

Article 6. PURCHASING AGREEMENT DOCUMENTS: The documents hereinafter listed shall form the Purchasing Agreement and they are as fully part of the Purchasing Agreement as if attached hereto:

1. Advertisement for quotes (If Advertising actually performed)
2. Proposal Quote Form
3. Quote Bond (if required)
4. Specifications
5. Insurance Certificate (if required)
6. Vendors Bond (if required)
7. Plans (if applicable)

Article 7. APPLICABLE LAW: This Purchasing Agreement shall be governed by the laws, rules, and regulations of the State of Florida, or the laws, rules and regulations of the United States which may be applicable to the product or services provided. The PROVIDER has attested to compliance with the applicable immigration laws of the United States. Violations of the immigration laws of the United States shall/may be grounds for unilateral termination of this agreement.

Article 8. ASSIGNMENT AND TRANSFER: The Vendor shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfer that result from transfer or consolidation with a third party, without the prior written approval of the county. The Vendor shall have the right to employ other persons and/or firms to serve as subcontractors in connection with the requirements of the Agreement.

Article 9. TERMINATION: This Agreement may be terminated by either party by giving thirty (30) calendar days advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the Vendor, and no such termination notice submitted by the Vendor shall become effective unless and until the Vendor is notified in writing by the County of its acceptance.

However, if the Vendor is adjudged bankrupt or insolvent, if it makes a general assignment for the benefit of its creditors, if a trustee or receiver is appointed for the Vendor or for any of the property, if it files a petition to take advantage of any debtors act or to reorganize under the bankruptcy or similar

laws, if it disregards the authority of the County's designated representatives, if it otherwise violates any provisions of this Agreement, or for any other just cause, the County may, without prejudice to any other right or remedy and after giving the Vendor seven (7) calendar days written notice, terminate this Agreement.

Where the Vendor's services have been terminated by the County, said termination shall not affect any rights of the County against the Vendor then existing or which may thereafter accrue. In the event of termination of this Agreement, not the fault of the Vendor, the County shall compensate the Vendor for: (1) all services completed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the Vendor in effecting the termination of services and work, and incurred by the submittal to the County of project drawings, plans, data, and other project documents which are the subject of this Agreement.

Article 10. SEVERABILITY: The provisions and scope of work included in this Agreement are severable. The excuse of nonperformance of a portion of this Agreement shall not excuse the Vendor from further performance or completion of the Agreement.

Article 11. CONFLICTING PROVISION: Should any provision of this Agreement conflict with any other specifications or provisions included or incorporated by reference, the provisions of this Agreement shall control.

Article 12. WAIVER: Any waiver by the County or the breach of any provision of this Agreement shall not be construed or deemed to be a modification of the terms of this Agreement.

Article 13. MODIFICATION: Modification to covenants, terms and provisions of the Agreement shall only be valid when issued in writing as an amendment or change order agreed to by both parties.

Article 14. ILLEGAL OR UNCONSTITUTIONAL PROVISIONS: Should a Court of Law determine any provision of this Agreement to be contrary to the law, such a ruling shall not relieve the Vendor from fulfilling other responsibilities under the Agreement.

Article 15. DAMAGE TO PRIVATE PROPERTY: Should any private property not belonging to the Vendor be damaged through the fault of the Vendor, while carrying out this Agreement, such damage shall be repaired by the Vendor prior to the completion of the project. The County shall withhold final payment until such repairs have been made.

Article 16. INSURANCE: The Vendor will provide a certificate of insurance, meeting the requirements outlined in the specifications (if required).

Article 17. HOLD HARMLESS AND INDEMNITY: The Vendor agrees through the signing of this document by an authorized party or agent that he shall hold harmless and defend the County of Lee and its agents and employees from all suits and actions, including attorneys' fees and all costs of litigation and judgements of every name and description arising out of or incidental to the performance of this Agreement or work performed thereunder, whether or not due to or caused by negligence of the County excluding only the sole negligence of the County.

Article 18. EMPLOYEES: Persons employed by the Vendor in the performance of services pursuant to this Purchasing Agreement shall not be considered employees of the County, shall be independent thereof and shall have no claim against the County as to pension, worker compensation, unemployment compensation, insurance, salary, wages or other employee rights or privileges granted by operation of law or by the County to its officers and employees.

Article 19. LIABILITY FOR ACTS AND OMISSIONS: The County shall not be deemed to assume any liability for the acts, omissions or negligence of the Vendor, its agents or employees, and the Vendor shall indemnify, release and hold the county harmless from and shall defend the County and its officers and employees against any and all claims, demands, liabilities and suits arising from any

act or omission of the Vendor, his agents or employees performing services and functions pursuant to this Agreement. This Agreement to indemnify shall not apply to any liability for personal injury, property damage, or breach of Agreement caused solely by the negligence of the County.

Article 20. This Agreement embodies the entire understanding of the parties and there are no other agreements or understandings, written or oral, in effect between parties, relating to the subject matter hereof. This instrument may be amended or modified only by an instrument of equal formality signed by the respective parties.

Article 21. ANTI-DISCRIMINATION CLAUSE: The Vendor hereby agrees to comply with all applicable provisions of Federal, State and local anti-discrimination laws. A list of all pertinent provisions are attached as an addendum, if applicable. The Vendor agrees to hold harmless, defend, and indemnify the County for any losses incurred as a result of its failure to abide by the applicable anti-discrimination laws.

Article 22. SALES AND USE TAX: The Contractor is responsible for complying with the Florida Sales and Use Tax Law as it may apply to any and all of the Services and Work to be provided and performed pursuant to this Contract. The amount(s) of Compensation set forth in the Contract or in any Change Orders or Work Orders authorized pursuant to this Contract shall be understood and agreed to include any and all Florida Sales and Use Tax payment obligations required by Florida Law of the Contractor and of any an all of the Sub-Contractors or material suppliers engaged by the Contractors pursuant thereto.

(Balance of Page Left Intentionally Blank)

IN WITNESS WHEREOF the said Lee County, Florida, has caused this Purchasing Agreement to be executed in its name by the Chair, attested by the Clerk of Courts to be hereto attached; and JM Todd, Inc. has caused this Agreement to be executed in its name by James M. Todd President, attested by its corporation Secretary Karen F. Todd, and has caused the seal of said corporation to be hereunto attached, all on the day and year first above written.

ATTEST:
CLERK OF CIRCUIT COURT
Charlie Green, Clerk

LEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: Marcia Wilson
Deputy Clerk

By: [Signature]
Chair



APPROVED AS TO FORM

By: [Signature]
Office of the County Attorney

By: Karen F. Todd
Secretary

JM TODD, INC.
(Correct Name of Corporation)

By: James M. Todd
PRESIDENT
President

(Corporate Seal)

Revised: June 3, 2008